

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 704011

Time Limited

Open and Continuous

Application Due Date:

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 below will be accepted by the Division at the time and manner specified below. Through this Request for Qualified Vendor Applications (RFQVA) the Arizona Department of Economic Security (DES or Department), Division of Developmental Disabilities (DDD or Division) will execute Qualified Vendor Agreements with providers for the provision of services.

Applications must be submitted electronically using the Qualified Vendor Application and Directory System as well as submitting a printable hard copy with signatures and necessary additional documentation. See Section 3 and Section 9.

Applications will be accepted from current contracted providers beginning April 7, 2003. To assure service continuation effective July 1, 2003 Applications should be submitted by May 1, 2003 at 5 p.m. Arizona time. Applicants new to DDD may submit Applications beginning May 5, 2003. All Applicants shall not expect to be awarded an agreement sooner than 60 days after the submittal of a complete Application.

Submittal Location:

ELECTRONICALLY GENERATED HARD COPY WITH ORIGINAL SIGNATURE
AND NECESSARY DOCUMENTATION

In Person or By Courier to:

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

By Mail to:

DDD Contract Unit

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

Services:

Home-Based Services: Attendant Care; Habilitation, Community Protection and Treatment Hourly; Habilitation, Support; Housekeeping; and Respite. **Day Treatment and Training Services:** Day Treatment and Training, Adult; Day Treatment and Training, Children (After-School); and Day Treatment and Training, Children (Summer). **Developmental Home Services:** Habilitation, Vendor Supported Developmental Home (Child and Adult); and Room and Board, Vendor Supported Developmental Home (Child and Adult). **Independent Living Services:** Habilitation, Individually Designed Living Arrangement. **Group Home Services:** Habilitation, Community Protection and Treatment Group Home; Habilitation, Group Home; Habilitation, Nursing Supported Group Home; and Room and Board, All Group Homes. **Professional Services:** Home Health Aide; Nursing; Occupational Therapy; Occupational Therapy Early Intervention; Physical Therapy; Physical Therapy Early Intervention; Speech Therapy; and Speech Therapy Early Intervention. **Other Services:** Transportation.

First Pre-Application Conference:

Date: March 19, 2003, Arizona Time: 10 a.m. to 2 p.m.

Location: Sheraton Crescent Hotel
2620 West Dunlap Avenue
Phoenix, Arizona
(602) 943-8200

Second Pre-Application Conference:

The second pre-Application conference will be held after the electronic application is released. The purpose of the conference will be to answer specific questions about the electronic application, referred to as the Qualified Vendor Application and Directory System.

Date: March 28, 2003, Arizona Time: Session 1 - 9 a.m. to Noon; Session 2 - 1 p.m. to 4 p.m.

These two sessions will provide the same information. Applicants whose Federal Employer Identification Number (FEIN) or Social Security Number (SSN) ends with an odd number shall attend the morning (9 a.m. to noon) session, and Applicants whose FEIN or SSN ends with an even number shall attend the afternoon (1 p.m. to 4 p.m.) session.

Location: Auditorium in the basement of the Arizona Land Department
1616 West Adams Street
Phoenix, Arizona

(602) 542-4631

Persons with a disability may request a reasonable accommodation by contacting the RFQVA contact person. (For TDD/TTY call through the Arizona Relay Service at 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: 12 months beginning no sooner than 7/1/03, with five one-year options for the Division to extend or renew the agreement, with all agreements ending 6/30/09. The agreement can be terminated as specified in Section 6, DES/DDD Terms and Conditions.

RFQVA Contact Person (email)

Contracts Manager (DDDDContractsManager@azdes.gov)

DDD Procurement Specialist

Date

AN EQUAL EMPLOYMENT OPPORTUNITY AGENCY

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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 primarily to the RFQVA Contact Person.

3.1.3 Submission of Inquiries

The RFQVA Contact Person 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

The RFQVA shall only be modified by a RFQVA Amendment.

3.2 Application Preparation

3.2.1 General

The Applicant shall submit one original, signed electronically generated printable hard copy of its Application plus necessary submittals and one copy of the hard copy of its Application:

In person or by courier:

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

By mail to:

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

The hard copy shall consist of the following in the following order:

1. A completed and signed Application and Qualified Vendor Agreement Award form, which is generated by the Qualified Vendor Application and Directory System (see Section 9, Attachment A for a sample of this form; see Section 9, Attachment B for information on the Qualified Vendor Application and Directory System).
2. A completed and signed Qualified Vendor Application Assurances and Submittals page, which is generated by the Qualified Vendor Application and Directory System (see Section 9, Attachment B).
3. Completed and signed RFQVA amendment signature pages (as applicable).
4. A print-out of all sections of the Application entered by the Applicant into the Qualified Vendor Application and Directory System (see Section 9, Attachment B).
5. All applicable submittals required in the Qualified Vendor Application Assurances and Submittals form. (This form is part of the Qualified Vendor Application and Directory System; see Section 9, Attachment B).

If the Applicant is applying for one or more services covered by another RFQVA, the Applicant may submit one Application for both RFQVAs. The Application shall consist of all items listed above. The Applicant must ensure that the Application includes RFQVA amendment signature pages for all applicable amendments and RFQVAs.

If the Applicant is a Qualified Vendor for another service, the Applicant shall submit a hard copy of items 1 through 4 above as well as any submittals that have changed since approval as a Qualified Vendor.

In addition to the hard copies of the Application, the Applicant shall provide the required information in the Qualified Vendor Application and Directory System and submit that information via the Division's website. An Application will not be considered filed until both the hard copy and the electronic version are received by the Division. In addition, the electronic version must be complete and include readable information for each of the required elements in the Qualified Vendor Application and Directory System that conforms with the hard copy. The hard copies of the Application shall be submitted in a sealed envelope or package labeled with the RFQVA number(s).

3.2.2 Website

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

3.2.3 RFQVA Amendments

The signature page for any RFQVA Amendment shall be signed with an original signature by the person signing the Application, and shall be submitted with the original hard copy of the Application.

3.2.4 Public Record

Prior to the effective date of the Qualified Vendor Agreement, 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.

3.2.5 Agreement

An Application does not constitute a Qualified Vendor Agreement nor does it confer any rights to the Applicant regarding the award of a Qualified Vendor Agreement. A Qualified Vendor Agreement is not created until the Application is accepted in writing by the Procurement Officer's or designee's signature on the Application and Qualified Vendor Agreement Award (see Section 9, Attachment A).

The Qualified Vendor Agreement shall consist of the various documents specified in Section 6.1.2. However, the Applicant is only required to submit the Application and Qualified Vendor Agreement and Award form (see Section 9, Attachment A), the required information in the Qualified Vendor Application and Directory System via the Division's website, a print-out of the required information entered by the Applicant into the Qualified Vendor Application and Directory System (see Section 9, Attachment B), and all applicable submittals required in the Qualified Vendor Application Assurances and Submittals form (see Section 9, Attachment B).

Qualified Vendors should maintain a file titled "Agreement" which includes a copy of all of the items listed in Section 6.1.2. This entire file will reflect the total agreement between the Qualified Vendor and the Division of Developmental Disabilities.

3.2.6 Application Updates and Amendments

A Qualified Vendor shall update in the Qualified Vendor Application and Directory System the general information section of the vendor contract information component, the Qualified Vendor assurances and submittal form and associated submittals, and the program description section of the service detail information component, including providing hard copies of any applicable submissions, 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 agreement amendment. A Qualified Vendor may update all other information in the Qualified Vendor Application and Directory System at any time. The Qualified Vendor may also submit an amended Application to request that additional services be added to the Qualified Vendor Agreement. Only Qualified Vendors will be able to update or amend their Application. The Division shall respond to a request for an amendment to Qualified Vendor Agreements 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 Qualified Vendor Application and Directory System will be posted on the Division's website, www.de.state.az.us/ddd.

3.4 Independent Providers

The Division is not accepting applications from independent providers (as defined in Section 6) at this time. The Division will continue contracting with independent providers using Individual Service Agreements (ISAs) for Attendant Care; Habilitation, Support; Housekeeping; Respite; Day Treatment and Training, Adult; Day Treatment and Training, Children (After-School); Day Treatment and Training, Children (Summer); Habilitation, Individually Designed Living Arrangement; and Transportation (Family and Friend). It is planned that independent providers, at their option, will be included in the Directory System when that component of the system is available. When the published independent provider rates (non-agency rates) are finalized, the Division will accept Applications from independent providers to become Qualified Vendors. However, in order to receive a Qualified Vendor Agreement, the Applicant will be required to meet all requirements of the RFQVA, including those relating to insurance. Independent providers that become Qualified Vendors shall be paid using the same methodology as independent providers that have ISAs. They will not receive the “agency” rate.

3.5 Verification

DDD 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.

3.6 Protests

A protest shall comply with and be resolved according to A.C.C. R6-6-2115. An applicant or Qualified Vendor may protest the posting of a RFQVA, denial of a Qualified Vendor Application in its entirety, or denial of one or more services included in the Application by filing a written Request for Problem Solving with the Division Assistant Director or a Notice of Protest with the Department procurement officer. The Qualified Vendor or Qualified Vendor Applicant shall include the following information in the Request for Problem Solving or in the Notice of Protest:

1. Name, address and telephone number of the protester;
2. The signature of the protester or its representative;
3. Identification of the adverse action by the Division that is in dispute;
4. A statement of the legal and factual grounds of the intended protest including copies of relevant documents; and
5. The form of relief requested.

The Qualified Vendor or Qualified Vendor Applicant shall file the Request for Problem Solving with the Division within 21 days of the date the Qualified Vendor or applicant receives notice of the action.

The protestor shall file the Notice of Protest with the Department procurement officer within 21 days of the date the protestor receives notice of the action or within 14 days of issuance of the verification of non-resolution through the Problem Solving process from the Assistant Director.

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 Qualified Vendor Agreement:

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 Request for Qualified Vendor Applications 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 if its Application is incomplete within 30 days of receipt of the Application (both the electronic and hard copies). 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 60 days of receipt of a complete Application. The Division will not enter into an agreement unless it has reviewed and evaluated a complete Application.

If an Applicant does not submit both a signed hard copy of the Application and an electronic copy via the Division's website, the Application will not be considered submitted. Such "non-submittals" will not be awarded an agreement and will not receive any notice.

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.

3.7.4 Waiver and Rejection Rights

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

1. Waive any minor informality;
2. Reject any and all Applications or portions thereof; or
3. Cancel the RFQVA.

SECTION 4 BACKGROUND

4.1 Mission, Vision and Values

Within the Department of Economic Security (DES), the Division of Developmental Disabilities (the Division or DDD) is responsible for providing community developmental services and supports to over 16,000 Arizonans with developmental disabilities and acute care only or case management only to an additional 5,000 Arizonans with developmental disabilities. In carrying out this responsibility, the Division's mission is:

“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's vision is:

“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 a program that values:

- 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 mental retardation, 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 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 A.R.S. 36-559 and Arizona Administrative Code (A.A.C.), Chapter 6, Title 6, Articles 3, 4 and 5 for a more detailed description of the eligibility determination process.)

4.3 Program Description

In State Fiscal Year (Fiscal Year) 2002, the Division provided services to over 21,000 consumers. The Division provided services covered by this RFQVA to about 16,000 consumers, of whom approximately 12,500 were eligible for ALTCS. Table 4.1 below depicts the number of consumers who received various community developmental services by district and in total during Fiscal Year 2002.

**Table 4.1
Consumer Counts by Service, By Funding Source, and By Provider Type**

	District 1	District 2	District 3	District 4	District 5	District 6	No District	Total
Number of Consumers Receiving Services By Service								
<i>Home-Based Services</i>								
Attendant Care	1,254	363	250	59	123	87	6	2,142
Habilitation, Support	2,116	477	548	147	109	117	2	3,516
Housekeeping	48	42	14	0	3	10	0	117
Respite	3,180	973	798	250	215	278	19	5,713
<i>Day Treatment and Training Services</i>								
Day Treatment and Training, Adult	1,641	601	500	174	159	166	2	3,243
Day Treatment and Training, Child (After-School and Summer)	1,636	568	33	0	30	36	24	2,327
<i>Developmental Home Services</i>								
Habilitation, Vendor Supported Developmental Home (Child and Adult)	192	7	3	1	3	0	0	206
Room and Board, Vendor Supported Developmental Home (Child and Adult)	189	7	4	1	3	0	0	204
<i>Independent Living Services</i>								
Habilitation, Individually Designed Living Arrangement	38	201	44	21	7	41	0	352
<i>Group Home Services</i>								
Habilitation, Community Protection and Treatment Group Home	23	1	3	0	0	0	0	27
Habilitation, Group Home	1,218	391	348	82	107	88	1	2,235
Habilitation, Nursing Supported Group Home	23	25	1	1	3	0	0	53

	District 1	District 2	District 3	District 4	District 5	District 6	No District	Total
Room and Board, All Group Homes	1,428	423	225	92	151	93	0	2,412
<i>Professional Services</i>								
Home Health Aide	7	9	3	0	0	0	0	19
Nursing	478	687	145	69	84	140	3	1,606
Occupational Therapy	3,123	1,136	437	182	366	162	141	5,547
Physical Therapy	2,566	899	393	198	371	158	119	4,704
Speech Therapy	3,065	1,175	437	203	375	160	94	5,509
<i>Other Services</i>								
Transportation	1,645	219	249	106	124	138	18	2,499
All Other Services	3,231	2,243	604	252	580	355	125	7,390
Total Unduplicated Number of Consumers Receiving Services	8,787	3,242	1,689	615	923	633	125	16,014
Number of ALTCS Consumers	7,212	2,132	1,359	513	539	458	302	12,515
Number of Consumers Served by Provider Type								
<i>Standard Contract Provider</i>	8,548	3,025	1,633	521	802	539	59	15,127
<i>Individual Service Agreement Provider</i>	1,783	1,947	514	373	420	421	88	5,546
<i>Both</i>	1,544	1,730	458	279	299	327	22	4,659

The table includes consumers utilizing the services covered by the Request for Qualified Vendor Applications (RFQVA) as well as consumers receiving community developmental services not covered by the RFQVA (the "All Other Services" category). Since many consumers receive more than one service, the total number of consumers by service far exceeds the total number of consumers. The figures presented do not include individuals that receive either case management only or acute care only. Similarly, the figures do not include individuals that did not receive any community developmental services from the Division in Fiscal Year 2002.

The table depicts that about 55% of the individuals that receive community developmental services from the Division reside in District 1, with Districts 2 and 3 providing services to 20% and 10.5% respectively of all consumers receiving community developmental services. Approximately 15,100 individuals received services from standard contract providers, and about 5,500 individuals received services from individual service agreement (ISA) providers. Approximately 4,700 individuals received services from both standard contract providers and ISA providers.

The Division coordinates services and resources through a central administrative office, District offices and local offices in various communities throughout the state. A comprehensive array of services are provided to consumers based on the person's identified needs, State and/or Federal guidelines and, when applicable, the availability of funds. While the Division provides a limited number of services directly, the majority of services are provided through contracts with individuals or provider agencies. These contracted services include support coordination services, home- and community-based services, institutional services and acute care services. Some of the services, such as acute care services, are available only to certain consumers. (See A.R.S. 36-558 and *DES/DDD Policy and Procedure Manual*, available on the Division's website www.de.state.az.us/ddd, for a more detailed description of Division services.) Wherever possible, prior to authorizing services, the Division looks first at services or other forms of assistance that may be provided through existing community resources or family members.

Division services are funded through various means – Title XIX Medicaid (Federal and State matching monies) and State appropriations, with some additional funding available through Title XX and grants. However, Title XIX is the principle source of funds. The Division receives monthly capitation payments from AHCCCSA to deliver acute and long term care services to eligible ALTCS consumers and targeted case management services to Arizona Health Care Cost Containment System (AHCCCS)-eligible consumers. These funds, in turn, are appropriated by the Arizona State Legislature to DES/DDD for expenditure.

Home- and community-based service costs for ALTCS-eligible consumers must not exceed the cost of an Intermediate Care Facility/Mental Retardation (ICF/MR) placement, unless the Division requests and receives approval from AHCCCSA. For total service costs, which exceed 80% of an ICF/MR placement, the Division must conduct a cost effectiveness study; including development of a plan to prospectively reduce the costs over the next six months. (See *DES/DDD Policy and Procedures Manual – Chapter 905*.)

4.4 Consumer Choice

Building upon its core mission and value statements, the Division has, over the past several years, begun an initiative to move its current program toward a model of self-determination – promoting and increasing consumer and family control over the purchase and selection of services and providers. Recent amendments to A.R.S. §36-557 and the implementation of rules pursuant to A.R.S. §36-557 establish consumer choice of providers in law and rule. Consumer choice will be the basis for provider selection. The responsibilities and roles which were formerly the primary responsibility of the Division are now meaningfully shifted to consumers and Qualified Vendors. Two new roles for the Division are to facilitate consumer choice and to assist Qualified Vendors to effectively make their program plans and availability known to consumers.

This RFQVA process, including the Qualified Vendor Application and Directory System, is designed to help the Division fulfill this new mandate. The Division will enter into Qualified Vendor Agreements with vendors that meet the minimum RFQVA requirements. Applicants

will not be subject to a prospective quality evaluation of their program prior to the award of a Qualified Vendor Agreement (contract) by the Division. This is very different from all prior awards of contracts. The determination of quality service will be determined largely by consumer choice on an ongoing basis. Consumers will be able to change providers, utilize multiple providers, and encourage potential providers to apply to become a provider on an ongoing basis.

For some services, consumer choice will have some limitations. For example, group services, such as group homes and day treatment and training programs, consumer choice will be a shared responsibility of the group of consumers who will be sharing service provision. This will involve reaching consensus for a single choice among the entire group of consumers. For capacity based services, i.e., group homes, developmental homes or day treatment and training programs, consumer choice may be limited to Qualified Vendors who have existing capacity for service until the Division determines additional capacity is needed and can be supported by Division funding.

The Division's ability to provide services is based on available funding. Every effort will be made by the Division to effectively and efficiently provide service to all eligible consumers. It is the expectation of the Division that consumers and Qualified Vendors will assist the Division in efficient and effective service planning and delivery.

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SECTION 5 SERVICE REQUIREMENTS/SCOPE OF WORK

This section sets forth the general requirements that the Qualified Vendor will be expected to comply with in the delivery of 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, and all other provisions of this Request for Qualified Vendor Applications (RFQVA).

5.1 Provider Qualifications

The Qualified Vendor shall meet all applicable license/certification requirements and standards throughout the term of the Qualified Vendor Agreement, including the following:

1. If required in statute or regulation, the Qualified Vendor shall have the appropriate current Arizona license and fully 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.
2. The Qualified Vendor shall be certified by the Division as a home- and community-based provider pursuant to 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.
3. The Qualified Vendor shall be registered as a provider with AHCCCSA prior to the delivery of service. Payment will not be made for services delivered prior to the date of registration.
4. The Qualified Vendor shall comply with A.A.C. Title 6, Chapter 6, Article 9, Managing Inappropriate Behaviors.
5. The Qualified Vendor shall comply with all applicable Federal and State laws.
6. The Qualified Vendor shall comply with applicable Division policies, procedures and administrative directives. The Policies and Procedures are posted on the Division's website at <http://www.de.state.az.us/ddd/>.
7. As needed to effectively implement the service, the Qualified Vendor will be able to communicate effectively with the consumer/family/consumer's representative (e.g., American Sign Language or Spanish). This may include utilizing alternative communication strategies (written versus spoken) or using a volunteer translator, or recruitment of staff who speak different languages.

8. When transportation of the consumer is provided as part of the service:
 - 8.1 The vehicle in which transportation is provided must have valid license plates and, at a minimum, the State of Arizona required level of liability insurance.
 - 8.2 The vehicle must be maintained in a safe, working order.
 - 8.3 The vehicle must be constructed for the safe transportation of the consumers. All seats must be fastened to the body of the vehicle and individual(s) properly seated when the vehicle is in operation. The vehicle must have operational seat belts installed and be operational for safe passenger utilization. When transporting, consumers must be securely fastened in age and weight appropriate restraints, as required by State law.
 - 8.4 Consumers with special mobility needs shall be provided transportation in a vehicle adapted to those needs as required to facilitate adequate access to service.
 - 8.5 If the vehicle is used to transport consumers in wheelchairs, it shall also be equipped with floor-mounted seat belts and wheelchair lock-downs for each wheelchair that it transports.
 - 8.6 Persons providing transportation must be a minimum of 18 years of age and possess and maintain a valid driver license.
 - 8.7 The Qualified Vendor shall review driving records.
9. The Qualified Vendor shall have on file three verifiable letters of reference that clearly state the name, address, and phone number of the person providing the reference and make them available upon request to the Division.

5.2 Staffing

1. The Qualified Vendor shall have a plan for the recruitment, initial and ongoing training, retention and monitoring of direct service staff.
2. The Qualified Vendor shall ensure that each direct service staff meets the qualifications in A.A.C. R6-6-1520 through 1533 as applicable.
3. The Qualified Vendor shall ensure that no direct service staff work unsupervised with consumers until all required training has been completed.
4. The Qualified Vendor must ensure that all direct service staff are appropriately trained to meet the special needs of the consumer being served (e.g., behavioral or medical challenges).
5. The Qualified Vendor shall ensure that staff are trained and supported to effectively meet the variety of needs of the consumer, including consumers with intensive behavioral, physical, and medical challenges.

6. The Qualified Vendor shall have a staff back-up plan at all times in order to ensure that appropriately trained back-up staff are available when the primary staff person is not available and the service is critical to assure the maintenance of health and safety of the consumers receiving service.
7. The Qualified Vendor shall routinely monitor and supervise direct service staff to ensure the ability/fitness of the direct service staff as well as assess the effectiveness of the relationship between the consumer/consumer's representative and the direct service staff.

5.3 Training

1. The Qualified Vendor shall ensure that all direct service staff receive the following training:
 - 1.1 Minimum orientation standards regarding individuals served and the operations of the program.
 - 1.2 Minimum training standards in areas determined by the Division and Qualified Vendor depending upon the specific needs of the setting and/or of the consumers served.
 - 1.3 Specialized training as required.
2. All training completed shall be documented in the individual employee's personnel record.
3. The Qualified Vendor shall encourage participation of consumers and parents in presenting staff training.

5.4 Delivery of Services

1. The consumer/family/consumer's representative has the right and responsibility to choose from the available Qualified Vendors whom they believe will best meet the needs of the consumer. If services are provided to a group, the consumers shall collectively choose the Qualified Vendor.
2. The Qualified Vendor shall, as set forth in each consumer's Individual Support Plan (ISP), deliver services to consumers in such a manner that meets the following service goals:
 - 2.1 To increase or maintain the self-sufficiency of consumers.
 - 2.2 To maintain the health and safety of consumers.
 - 2.3 To provide services in a manner that supports and enhances the consumer's independence, self esteem, self-worth, mutual respect, value, and dignity.

3. The Qualified Vendor shall ensure that in delivering services, specific service-related activities as well as staffing are:
 - 3.1 Available and provided at any time as specified in the consumer's ISP.
 - 3.2 Modified appropriately in order to accommodate the changing needs of the consumer and/or his/her environment.
 - 3.3 Delivered in a manner that takes into consideration the primary language of the consumer (and consumer's representative) as well as any cultural diversity issues.
 - 3.4 Provided according to the personal needs, cultural considerations/preferences, and medical needs of the consumer.
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 consumers.
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.
6. The Qualified Vendor shall ensure that services are provided in the least restrictive environment.
7. The Qualified Vendor shall ensure that children and adults are not served together unless specifically approved in the child's ISP.
8. Under no circumstances shall more than one type of habilitation service be provided to a consumer at the same time.

5.5 Service (Prior) Authorization

The system to be implemented with this Request for Qualified Vendor Applications will greatly streamline the authorization process to allow both the Division and the Qualified Vendor to better address changing consumer needs. Changes in authorization levels will not require changes to the Qualified Vendor Agreement. Authorization levels will be set by the Division to reflect the current needs of the consumer.

The Qualified Vendor shall be reimbursed for services delivered that have been prior authorized by the Division designee. Authorization is specific to a particular consumer in a particular setting and is not transferable to other consumers.

If the needs of the consumer changes, the authorization is subject to change. Prior to making any changes in the level of service provided (including an increase or decrease in the number of units of service) and/or a change in the setting, the Qualified Vendor must ensure that it has received the appropriate new authorization from the Division.

5.6 Referrals for Services

When a Qualified Vendor receives a referral for services for a consumer, the Qualified Vendor must:

1. Assess the referred consumer for appropriate services and, within ten days of referral, inform the referral source either in writing or verbally whether the Qualified Vendor will serve the consumer.
2. Meet or confer with the consumer and/or the consumer's representative prior to the start of service delivery to obtain necessary information and have an orientation to the specific needs of the consumer, including obtaining all required consents.
3. Ensure that direct service staff have the necessary skills and training, as identified in the consumer's ISP, e.g., client intervention training, sign language, etc. to provide services to the consumer.
4. Obtain authorization from the Division prior to the service start date.

For emergency referrals, the Division will call the Qualified Vendor and request an immediate response as to whether they can appropriately address the emergency needs of the consumer.

5.7 Individual Support Plan (ISP) and Related Activities

As part of the ISP process, the Qualified Vendor shall, as appropriate, assist the consumer's ISP team in developing the consumer's ISP and facilitating its implementation. The Qualified Vendor shall support all of the applicable ISP goals and ensure that all applicable objectives are implemented. (See *DES/DDD Policy and Procedure Manual Chapter 800* for a detailed discussion of ISP development.)

5.8 Quality Management Plan

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 consumers' ISPs. The Qualified Vendor shall keep the quality management plan on file and make the plan available to the Division or consumers/families/consumer representatives upon request.

The quality management plan shall contain elements that address the following:

1. Incident management, corrective action and preventions.
2. Complaints and grievances.

3. Solicitation of input from consumers, families and/or consumer representatives including input on consumer satisfaction, the hiring and/or evaluation of direct service staff, and the improvement of services.
4. Opportunities provided to consumers/families/consumer representatives to be actively involved in Qualified Vendor operations.
5. Monitoring and evaluation of services provided (i.e., measurement of outcomes as it relates to the ISP objectives) and the improvement of the quality and appropriateness of services.

5.9 Transition

There are a number of circumstances under which a Qualified Vendor will become involved in the transitioning of a consumer to another provider. All Qualified Vendors shall assist the Division in the transition of the consumer to the new provider. This may include working closely with the consumer 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 consumer's ISP.

5.10 Recordkeeping

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 amended. Documents that the Qualified Vendor shall have on file include but are not limited to:
 - 1.1 Articles of Incorporation, partnership agreements and/or Internal Revenue Service letter, as applicable.
 - 1.2 Copies of all licenses and/or certifications.
 - 1.3 A current organizational chart that outlines the functional structure of the organization, including all program areas and staff positions.
 - 1.4 If applicable, a complete list of the members of its Board of Directors, partners, or owners as applicable, including names, titles, addresses and phone numbers.
 - 1.5 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 Qualified Vendor Agreement.
 - 1.6 Current resumes/applications for each person who will be providing services under the Qualified Vendor Agreement.
 - 1.7 Current resumes for administrative/management positions.
 - 1.8 If applicable, documentation of inspections and licenses necessary to operate a residential setting.

2. The Qualified Vendor shall maintain a file on each consumer. A consumer's file should include the following, as applicable:
 - 2.1 Pertinent documents related to the consumer's ISP such as the consumer's ISP, the consumer's support plan, and the consumer's behavioral health treatment plan.
 - 2.2 Record of services rendered (including administration of medications) and the consumer's response to services.
 - 2.3 Documentation of communications with consumer/consumer's representative, other service providers, support coordinator, etc.
 - 2.4 Copy of the orientation document.
 - 2.5 Copy of attendance sheets.
 - 2.6 Copy of the monthly progress reports.
 - 2.7 Documentation of incidents related to the consumer and/or complaints related to the Qualified Vendor's care of the consumer and documentation of resolution.
 - 2.8 All required consents, such as General Consent and/or Consent for Use of Behavior Modifying Medications.
3. All records created and maintained by the Qualified Vendor shall be made available to the consumer or their legal representative. Upon request, the Qualified Vendor shall produce a legible copy of any or all such records at no cost to the consumer or their legal representative. All records created and maintained by the Division shall be made available to the consumer or their legal representative from the Division.

5.11 Application and Use of Rate Book and Billing Manual

In accordance with A.R.S. § 36-557.K, 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 website. 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.

The Division acknowledges 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. The Division recognizes that assumptions in the rate models may need to be updated over time.

The Division has also published a billing instruction manual. The manual specifies the billing requirements that must be followed by providers in order to file a claim for services under this RFQVA. The billing instruction manual is available on the Division's website. The billing instruction manual, including any updates, is incorporated by reference into this RFQVA.

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SECTION 6
DES/DDD STANDARD TERMS AND CONDITIONS

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, including service requirements/scope of work, terms and conditions, and services specifications; the published or negotiated rates and any updates; the Application and any updates; the Qualified Vendor Agreement Award Notice; any amendments to the RFQVA; any Agreement Amendments; and any terms applied by law.
- 6.1.3 “Agreement Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the agreement.
- 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.1.
- 6.1.6 “AHCCCSA” or “Administration” means the Arizona Health Care Cost Containment System Administration as defined by A.R.S. 36-2901.1.
- 6.1.7 “ALTCS” means the Arizona Long Term Care System as defined by A.A.C. R9-28-101.B.2.
- 6.1.8 “Applicant” means a vendor who submits an application in response to the Request for Qualified Vendor Applications.
- 6.1.9 “Application” means a completed copy of the Application and Qualified Vendor Agreement Award form submitted in hard copy to the Division; the required information in the Qualified Vendor Application and Directory System submitted electronically to the Division via the Division’s website, and approved by the Division; a hard copy of the required information entered into the Qualified Vendor Application and Directory 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.
- 6.1.10 “Business Day” means any day that the Division is open to conduct business.
- 6.1.11 “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.H.1).
- 6.1.12 “Client,” “Member,” “DD/ALTCS Member,” “Consumer,” or “Individual” means a person who is authorized to receive services through the Division.

- 6.1.13 “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.
- 6.1.14 “Day” means calendar day unless otherwise specified.
- 6.1.15 “Department” means the Arizona Department of Economic Security (DES), unless otherwise indicated.
- 6.1.16 “Division” or “DDD” means the Division of Developmental Disabilities within the Department of Economic Security.
- 6.1.17 “Effective Date” means the date that the Procurement Officer signs the Qualified Vendor Agreement Award, unless another date is specifically stated in the agreement.
- 6.1.18 “Encounter” means the record of a service submitted to or by the Division and processed by AHCCCS that is rendered by a provider registered with AHCCCS to a member who is enrolled with the Division on the date of service for which the Division incurs a financial liability (A.A.C. R9-22-107.13).
- 6.1.19 “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.
- 6.1.20 “Independent Provider” means a person who does not have any employees other than himself/herself and provides Attendant Care; Habilitation, Support; Housekeeping; Respite; Day Treatment and Training, Adult; Day Treatment and Training, Children (After-School); Day Treatment and Training, Children (Summer); Habilitation, Individually Designed Living Arrangement; or Transportation (Family and Friend).
- 6.1.21 “Individual Support Plan” or “ISP” means a written statement of services to be provided to an individual with developmental disabilities including habilitation goals and objectives and a listing of the services, if any, the consumer 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. 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 (PCP), which describes the type, frequency, and duration of the services and supports needed to achieve the appropriate outcomes for a consumer.
- 6.1.22 “Individual Support Plan Team” or “ISP Team” means a group of persons including the consumer, the consumer’s representative, and other persons selected by the consumer, assembled by the Division and coordinated by the consumer’s support coordinator in compliance with A.R.S. § 36-551 and 36-560 to develop the consumer’s individual support plan.
- 6.1.23 “May” indicates something that is not mandatory but permissible.
- 6.1.24 “Procurement Officer” or “Department Procurement Officer” or “Procurement Specialist” means the person duly authorized to enter into and administer agreements and make written determinations with respect to the agreement or their designee.
- 6.1.25 “Qualified Vendor” means any person or entity that has an agreement with the Division of Developmental Disabilities.
- 6.1.26 “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.

- 6.1.27 “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.
- 6.1.28 “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.
- 6.1.29 “State” means the State of Arizona and the Department or Agency of the State that executes the agreement.
- 6.1.30 “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. R6-6-101.70 and A.A.C. Title 9, Chapter 22, Article 10).
- 6.1.31 “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. R6-6-101.71).

6.2 Agreement Interpretation

6.2.1 Arizona Law.

The law of Arizona applies to this agreement including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and A.R.S. 36-557(B) and its implementing rules.

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;

6.2.3.3 Service Requirements/Scope of Work and Service Specifications;

6.2.3.4 Rates;

6.2.3.5 Information entered into the Qualified Vendor Application and Directory System (most recently approved); and

6.2.3.6 Attachments to information entered into the Qualified Vendor Application and Directory System (most recently approved).

- 6.2.4 Relationship of Parties.
The Qualified Vendor under this agreement is an independent Qualified Vendor. Neither party to this agreement shall be deemed to be the employee or agent of the other party to the agreement.
- 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.
- 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 A.R.S. § 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 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 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 all reports requested by the Department, the Division and/or the AHCCCS and all information from its records relating to the performance of this agreement that the Department, the Division and/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.
- 6.3.1.4 The Qualified Vendor shall follow all policies and procedures of the Division for the acceptance, retention, disposition, and accounting for client funds. The Qualified Vendor also shall develop and maintain internal policies and procedures for the administration of such funds.

- 6.3.1.5 The Division is responsible for submission of accurate encounters to AHCCCSA 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.
- 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, a copy of the fingerprint clearance card, 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 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 agreement expenditures.
- 6.3.2 Non-Discrimination.

The Qualified Vendor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act and including:

 - 6.3.2.1 Unless exempt under Federal law, the Qualified Vendor shall comply with Title VII of the Civil Rights Act of 1964 as amended, which prohibits discrimination on the basis of race, sex, national origin or religion. The Qualified Vendor shall comply with the Age Discrimination in Employment Act, which prohibits discrimination based on age. The Qualified Vendor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Qualified Vendor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
 - 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 The Qualified Vendor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, services on the basis of race, color, or national origin. The Qualified Vendor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering 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 programs, services and activities.

- 6.3.2.4 The following which shall be included in all publications, forms, flyers, etc. that are distributed to consumers:
“Under Titles VI and VII, of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, the *(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. 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 at all possible. Please contact: *(insert Qualified Vendor contact person and phone number here)*”
- 6.3.3 Audit.
- 6.3.3.1 Pursuant to ARS § 35-214, at any time during the term of this agreement and five years thereafter, 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 insure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Qualified Vendors receiving more than \$500,000 from all sources is an annual financial audit, which includes Division agreement numbers and payment amounts. Audits must be conducted in accordance with generally accepted auditing standards (GAAS). The Audit Report, Management Letter and Auditor’s Opinion must be submitted to the Division person designated to receive notices within 30 days after completion of the audit.
- 6.3.3.2.1 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 and any other applicable statutes, rules, regulations, and standards.
- 6.3.3.2.2 The annual financial audit must disclose the Division lines of business (including assets, liabilities, equity, revenue, expenses, and cash flows) independent of any other lines of business in which the Qualified Vendor may be engaged. The financial statements must at least separate the Division lines of business in the form of additional supplemental schedules, if they are not separately presented in the financial statements themselves.

6.3.4 Notices.

Notices to the Qualified Vendor required by this agreement shall 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 shall be made via email only. Therefore, in order to ensure notice, the Qualified Vendor shall update the email contact and address information in the Qualified Vendor Application and directory System as necessary. Notices to the State required by the agreement shall be made by the Qualified Vendor to the Division's Contract Manager at the following address:

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

An authorized Procurement Officer or authorized Procurement Specialist and an authorized Qualified Vendor representative may change their respective person to whom notice shall be given and an amendment to the agreement shall not be necessary. 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.

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

6.3.6 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 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 All records created and maintained by the Qualified Vendor shall be made available to the consumer or their legal representative. Upon request, the Qualified Vendor shall produce a legible copy of any or all such records at no cost to the consumer or their legal representative.

- 6.3.8 Agreement Extension.
This agreement may be extended or renewed for up to five 12-month terms, with all agreements ending June 30, 2009. 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.
- 6.3.9 Agreement Term.
The term of this agreement shall be the period of time from the agreement begin date to the agreement termination date as awarded or extended. The begin date of the agreement term is the date that the Qualified Vendor may start to provide services under this agreement. The Qualified Vendor will not be paid or reimbursed for agreement services provided prior to the begin date. However, payments or reimbursements shall not be made under this agreement until the effective date of this agreement. The agreement begin date shall be the date the Procurement Specialist signs the Application and the Qualified Vendor Agreement Award.
- 6.3.10 Cooperation.
The Division may undertake or award other contracts for additional work related to the work performed by the Qualified Vendor, and the Qualified Vendor shall fully cooperate with such other Qualified Vendor and State employees, and carefully fit its own work to such other Qualified Vendor work. The Qualified Vendor shall not commit or permit any act, which will interfere with the performance of work by any other Qualified Vendor or by State employees. The Qualified Vendor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Qualified Vendor to other Qualified Vendor(s).
- 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 an individual 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.
- 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 its clients and may involve access to secure or sensitive data or personal client data 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 complete and accurate invoice to be paid by the State within 30 days of receipt.

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 rate book 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) indicated 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 adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.
- 6.4.1.5 Under no circumstances shall the Division make payment to the Qualified Vendor that exceeds the authorization. Under no circumstances shall the Division make payment to the Qualified Vendor for services performed prior to or after the term of the agreement without timely extension or renewal of the agreement. Under no circumstances shall the Division make payment to the Qualified Vendor for services delivered prior to licensing if licensing is required. Under no circumstances shall the Division make payment to the Qualified Vendor for services delivered prior to certification. Under no circumstances shall the Division make payment to the Qualified Vendor 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 Document. The Qualified Vendor shall be required to make any change in claims format required by the Division, AHCCCS or the Federal government under the electronic submission requirements of the Health Insurance Portability and Accountability Act of 1996.
- 6.4.1.7 The Division is not obligated to pay for services provided without prior authorization. Claims for services delivered shall be initially received by the Division not later than nine months after the last date of service shown on the claim. A resubmitted claim shall not be considered for payment unless it is received by the Division as a clean claim not later than 12 months after the last date of service shown originally on the claim.
- 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 Any payment reconciliation shall be submitted in writing, complete with all backup documentation, no later than 60 days from agreement termination date (whether in whole or in part) or renewal date. The Division will determine if additional payment is due to the Qualified Vendor. Failure to submit information within the 60 day timeline will result in forfeiture of any payment determined appropriate.
- 6.4.1.10 The Qualified Vendor shall obtain any necessary authorization from the Division or AHCCCSA for services provided to members and shall comply with encounter reporting and claims submission requirements of the Division and AHCCCS.
- 6.4.1.11 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 12 month period of time following delivery of service. Underpayment billing corrections will not be considered beyond 12 months from service delivery.

6.4.2 Applicable Taxes.

6.4.2.1 *Payment of Taxes by the State*

The State shall pay only the rate and/or amount of taxes identified in the agreement.

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 a W-9 upon request by the Division. A 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 W-9 form can be found at the Arizona Department of Administration's General Accounting Office website, www.gao.state.az.us/vendor/.

6.4.3 Availability of Funds.

Funds may not presently be available for performance under this agreement beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The State shall make reasonable efforts to secure such funds. The Division may reduce payments or terminate this agreement in whole or in part without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds.

6.4.4 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 consumers for services authorized under this agreement.

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 AHCCCSA or the Division. The Qualified Vendor shall not bill or attempt to collect payment directly or through a collection agency from a person claiming to be ALTCS eligible without first receiving verification from the AHCCCSA that the person 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. R9-28-404. 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 Division 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 Division and that the Division reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Division.

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 of the service capacity or to provide any number of referrals.

6.4.6.4 Any change in client residential placement requires approval by the Division District Administration. Division District Administration reserves the authority to make any and all determinations regarding client need. Except in an emergency need situation, changes in residential placement require 60 day written prior notification by either the Qualified Vendor or the Division of Developmental Disabilities.

6.4.7 Payment Recoupment.

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

6.4.7.1 Any amounts received by the Qualified Vendor from the Division for agreement services which have been inaccurately reported or are found to be unsubstantiated;

6.4.7.2 Any amounts paid by the Qualified Vendor to a subcontractor if the Qualified Vendor entered into the agreement without advance notice to the Division;

6.4.7.3 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;

6.4.7.4 Any amounts paid by the Division for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;

6.4.7.5 Any amounts paid or reimbursed in excess of the agreement or service reimbursement ceiling;

- 6.4.7.6 Any amounts paid to the Qualified Vendor, which are subsequently determined to be defective pursuant to the “Certification of Cost or Pricing Data” section of these terms and conditions;
- 6.4.7.7 Any payments made for services rendered before the agreement begin date or after the agreement termination date (whether in whole or in part); and
- 6.4.7.8 Any amounts received by the Qualified Vendor from the Division that are 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 15th 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 15th day following the end of a month may result, at the option of the Division, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Division, in a forfeiture of such payment.
- 6.4.8.2 No later than the 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.
- 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 15th day of each month. This also applies to Qualified Vendors who contract with another division to provide employment-related services to the Division’s clients.
- 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 which 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 which would be covered by 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.
- 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 pay or identification process. The Qualified Vendor shall report to the Division any updates to the

client-specific third party liability information. When applicable, the Qualified Vendor shall seek payment from the third party up to the amount of liability before submitting a claim to the Division. When submitting a claim to the Division, the Qualified Vendor shall also provide written documentation acceptable to the Division as to the amount of the third party payment received or as to the rejection or nonpayment of the claim by the third party. Acceptable written documentation shall normally be construed to mean, at a minimum, an “explanation of benefits” form when the third party is an insurance company whose potential liability on the claim arises out of a contract of insurance. 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.

6.4.10.2 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 Personnel.

The Qualified Vendor’s personnel shall satisfy all qualifications, carry out all duties, work the hours and receive the compensation set forth in this agreement.

6.5.3 Fingerprinting.

6.5.3.1 The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this agreement. For reference, these provisions include, but are not limited to, the following:

6.5.3.1.1 Personnel who are employed by the Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall have a valid class one or class two fingerprint clearance card issued pursuant to Title 41, Chapter 12, Article 3.1, or shall apply for a class one or class two fingerprint clearance card within seven business days of employment.

6.5.3.1.2 The Qualified Vendor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Division may allow all or part of the costs of fingerprint checks to be included as an allowable cost in the agreement.

6.5.3.1.3 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 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.

6.5.3.1.4 Personnel who are employed by any Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security 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).
- 6.5.3.1.5 Personnel who are employed by any Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security 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.
- 6.5.3.1.6 Federally recognized Indian tribes or military bases may submit and the Department of Economic Security 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).
- 6.5.3.2 The Qualified Vendor shall comply with the Division of Developmental Disabilities Criminal Acts/Fingerprinting Standards.
- 6.5.4 Evaluation.
The Division 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.
- 6.5.5 Visitation, Inspection and Copying.
The Qualified Vendor's or any subcontractor's facilities, services, individuals 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 situation, it may at any time visit and inspect the Qualified Vendor's or any subcontractor's facilities, services, and individuals served, as well as inspect and copy their agreement-related books and records.

- 6.5.6 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.
- 6.5.7 Monitoring.
- 6.5.7.1 The Division may monitor the Qualified Vendor or any subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.
- 6.5.7.2 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 parents and consumer representatives, by members of the Developmental Disabilities Advisory Council, and by 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 DDD Programmatic Standards and to conduct investigations in accordance with the DDD Investigation Standards and to verify staffing levels as authorized by the Division District Administration.
- 6.5.7.3 If the Division requires the Qualified Vendor to implement a corrective action plan, and the plan requires it, the Qualified Vendor shall notify all current and prospective consumers that they are operating under a corrective action plan.
- 6.5.8 Utilization Control/Quality Assurance.
- 6.5.8.1 The Qualified Vendor shall, at all times 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 CFR Part 456, as implemented by AHCCCS and the Division. Qualified Vendor requirements shall include, but are not limited to:
- 6.5.8.1.1 Completing statistical or program reports as requested by the Division;
- 6.5.8.1.2 Complying with any recommendations made by the Division's Statewide Quality Management Committee;
- 6.5.8.1.3 Making records available upon request;
- 6.5.8.1.4 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
- 6.5.8.1.5 Providing program information, upon request, to the Division.
- 6.5.8.2 The Qualified Vendor shall cooperate with the Division and AHCCCS quality assurance programs and reviews.

6.5.9 Sanctions Against Qualified Vendor.

6.5.9.1 Sanctions imposed against the Division by AHCCCSA 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 Qualified Vendor’s action or lack thereof will be assessed dollar for dollar against the Qualified Vendor.

- 6.5.9.2 Any other sanctions imposed against the Division by AHCCCSA in accordance with applicable AHCCCS rules, policies, and procedures that would not have been imposed but for the Qualified Vendors action or lack thereof will be assessed dollar for dollar against the Qualified Vendor.
- 6.5.9.3 Sanctions imposed against the Division by AHCCCSA for failure of a Qualified Vendor or any subcontractor to submit requested disclosure statements will be assessed dollar for dollar against the Qualified Vendor.
- 6.5.10 Fair Hearings and Consumers' Grievances.
- 6.5.10.1 The Qualified Vendor shall advise all consumers 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.
- 6.5.10.2 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 AHCCCSA and the Division in the current AHCCCS/Division intergovernmental agreement and the Division rules and policies.
- 6.5.11 Merger or Acquisition.
A proposed merger, reorganization, affiliation, or change in ownership of the Qualified Vendor shall require prior approval of the Division.

6.6 Agreement Changes

6.6.1 Amendments.

This agreement is issued under the authority of the Procurement Officer who signed this agreement. The agreement may be modified only through an agreement amendment within the scope of the agreement unless otherwise permitted by the Terms and Conditions. The Division shall provide notice to Qualified Vendors not less than thirty days prior to the issuance of an amendment to this agreement. . During the thirty day posting period Qualified Vendors may submit comments on the proposed amendment to the Division, or, pursuant to section 6.11.2 herein may file a Request for Problem Solving with the Division Assistant Director or a Notice of Protest with the Department Procurement Officer. Unless otherwise provided in this agreement, after an amendment has been posted at least 30 days, the Division may issue the amendment to the agreement in whole or in part. 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. 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.

- 6.6.1.1 The Division Assistant Director may withdraw an amendment in whole or in part before it has been issued, if it is determined to be in the best interest of the State.
- 6.6.2 Updating Information in Qualified Vendor Application and Directory System.
- 6.6.2.1 The Qualified Vendor shall update in the Qualified Vendor Application and Directory System the general information section of the vendor contract information component, the assurances and submittal form and associated submittals, and the program description section of the detail information component as necessary to ensure that the information is current and accurate. Any change to these items in the Qualified Vendor Application and Directory System must be approved by the Division and shall require an agreement amendment or other agreement action.
- 6.6.2.2 The Qualified Vendor shall update all other information in the Qualified Vendor Application and Directory System 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 remove the information from the directory until a correction is provided or the agreement is terminated.
- 6.6.2.4 The addition of a service to a Qualified Vendor Agreement shall require an agreement amendment.
- 6.6.3 Subcontracts.
The Qualified Vendor shall not enter into any subcontract for direct services under this agreement without advance notice to the Division. The subcontract shall incorporate by reference this agreement. The Qualified Vendor shall provide copies of subcontracts relating to the provision of agreement services to the Division upon request. The Qualified Vendor shall be legally responsible for agreement performance whether or not subcontractors are used. No subcontract shall 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.
The Qualified Vendor shall not assign any right nor delegate any duty under this agreement without advance notice to the Division.

6.7 Risk and Liability

6.7.1 General Indemnification.

To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the State of Arizona shall be indemnified and held harmless by the Qualified Vendor for its vicarious liability as a result of entering into this agreement. Each party to this agreement is responsible for its own negligence.

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 shall reasonably 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, 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; or 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 Division of any rights it may have for damages suffered through a breach of this agreement or a prior contract with the Qualified Vendor.
- 6.7.6 Indemnification and Insurance.
- 6.7.6.1 *Indemnification*
 - 6.7.6.1.1 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 "Indemnitee") 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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.

6.7.6.1.2 This indemnity shall not apply if the Qualified Vendor or subcontractor(s) is/are State of Arizona agencies, boards, commissions or universities.

6.7.6.2 *Insurance Requirements*

6.7.6.2.1 Qualified Vendor and subcontractors shall procure and maintain until all of 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.

6.7.6.2.2 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.

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

6.7.6.2.3.1 Commercial Scope and Limits of Insurance- Occurrence Form

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

For Qualified Vendors that provide occupational, physical or speech therapy services:

- General Aggregate \$2,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

a. 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”*.

b. Policy shall contain a waiver of subrogation against 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.

This requirement may be satisfied if the policy is combined with the Professional Liability policy (item 6.7.6.2.3.4, below), provided that the General Liability coverage is written on an occurrence basis and certified with all of the coverage, limits and additional insured in this requirement. If written with the Professional Liability policy, the General Liability section shall have separate limits from the Professional Liability.

For all other Qualified Vendors:

- 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 \$ 50,000
- Each Occurrence \$1,000,000
 - a. The policy shall be endorsed to include coverage for sexual abuse and molestation.

- b. 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”*.
- c. Policy shall contain a waiver of subrogation against 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.

6.7.6.2.3.2 Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this agreement.

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

- a. 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”*.
- b. For additional 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 the Business Auto (BAP) to comply with this agreement and should specify the limit required as well as the Qualified Vendor’s status with the Division.

6.7.6.2.3.3 Worker’s Compensation and Employers’ Liability

Workers’ Compensation Statutory

Employers’ Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against 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.
- b. This requirement shall not apply to: Separately, EACH Qualified Vendor or subcontractor exempt under A.R.S. 23-901, AND when such Qualified Vendor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

6.7.6.2.3.4 Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

- a. In the event that the professional liability insurance required by this agreement is written on a claims-made basis, 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. Policy shall contain a waiver of subrogation against 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.
 - c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this agreement.
- 6.7.6.2.4 Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:
- 6.7.6.2.4.1 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.
 - 6.7.6.2.4.2 The Qualified Vendor's insurance coverage shall be primary insurance with respect to all other available sources.
 - 6.7.6.2.4.3 Coverage provided by the Qualified Vendor shall not be limited to the liability assumed under the indemnification provisions of this agreement.
 - 6.7.6.2.5 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 the Division's Contracts Management Section and shall be sent by certified mail, return receipt requested.
 - 6.7.6.2.6 Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. 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.
 - 6.7.6.2.7 Verification of Coverage:
 - 6.7.6.2.7.1 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 to bind coverage on its behalf.
 - 6.7.6.2.7.2 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 work under this agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this agreement, or to provide evidence of renewal, is a material breach of agreement.

- 6.7.6.2.7.3 All certificates required by this agreement shall be sent directly to the Division's Contracts Management Section. The State of Arizona project/agreement number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified 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.**
- 6.7.6.2.8 Subcontractors: Qualified Vendors' certificate(s) shall include all subcontractors as insureds under its policies **or** Qualified Vendor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 6.7.6.2.8.1 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 www.azdes.gov/ddd/.
- 6.7.6.2.9 Approval: Any modification or variation from the *insurance requirements* in this agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal agreement amendment, but may be made by administrative action.
- 6.7.6.2.10 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.

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 20th and 21st 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.

6.8.2 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 license 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 consumers

- 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 Nothing in this agreement shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued, or as consent by an Indian tribe to jurisdiction of any State Court.
- 6.8.2.4 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.
- 6.8.2.5 The Qualified Vendor shall comply with Public Law 101-121, Section 319 (21 U.S.C. Section 1352) and 29 C.F.R. Part 93 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 Pursuant to A.R.S. Section 36-557.F.3, agreements for the purchase of residential care services shall provide for mandatory investigation by the Division in response to complaints within ten business days after receipt of a complaint; in those instances, which pose a danger to the health and safety of a Division member, the Division shall conduct the investigation immediately.
- 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 (Public Law 97-35), Title 42 of the Code of Federal Regulations, and Title 45 Code of Federal Regulations, 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, 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 Individual Service Plan (ISP) team;
- 6.8.2.8.7 Complying with all policies, procedures and instructions regarding ISPs;
- 6.8.2.8.8 Submitting to the Division's case managers copies of the ISP strategies and other

- required documentation;
- 6.8.2.8.9 Providing copies of member/client 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 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 ISP.
- 6.8.2.9 The Qualified Vendor and any subcontractor shall comply with the Occupational Safety and Health Administration (OSHA) regulations regarding bloodborne pathogens, 29 CFR 1910.1030.
- 6.8.2.10 The terms of this agreement shall be subject to the terms of the intergovernmental agreement between the Division and AHCCCS for the provision of services under ALTCS.
- 6.8.2.11 The Qualified Vendor shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all applicable implementing Federal regulations. The Qualified Vendor shall notify the Division no later than 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 Any changes to Federal laws, regulations, or policies, to Arizona law, to Department, Division, or AHCCCS administrative rules, policies, procedures, service standards, or guidelines, or to the intergovernmental agreement between the Division and AHCCCS during the term of this agreement shall apply to the agreement. If the Qualified Vendor or the Division reasonably believes that the change would cause a significant increase or decrease in the cost of providing services under the agreement, then such party may request that the rate be adjusted; however, such request must be submitted to the other party in writing within 30 days of the change. The parties must seek to adjust the rate in good faith. Failure to notify the other party within 30 days waives the right of the party to seek an adjustment. Implementation of any and all rate adjustments is contingent upon availability and authorization to expend the necessary State/Federal funds.
- 6.8.2.13 By entering into this agreement, the Qualified Vendor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other 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 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 five million dollars (\$5,000,000) in Medicaid payments annually shall establish written policies for all employees (including management), and for all employees of any contractor 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.

6.8.3 Advance Directives.

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

- 6.8.3.1 Maintaining written policies for adult individuals receiving care through the Qualified Vendor regarding the individual'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 Provide written information to adult individuals regarding an individual'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 Document in the individual's medical record as to whether the adult individual has been provided the information and whether an advance directive has been executed.
 - 6.8.3.4 Shall not discriminate against an individual 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 Group Homes for Juveniles.
If the Qualified Vendor provides contracted services in a group home as defined in A.R.S. 36-1301, the following shall apply:
 - 6.8.4.1 The Qualified Vendor shall agree to the following:
 - 6.8.4.1.1 The group home shall provide a safe, clean and humane environment for the residents.
 - 6.8.4.1.2 The group home is responsible for the supervision of the residents while in the group home environment or while residents are engaged in any off-site activities organized or sponsored by and under the direct supervision and control of the group home or affiliated with the group home.
 - 6.8.4.2 All group homes shall be licensed by either the Department of Health Services or the Department of Economic Security.
 - 6.8.4.3 The award of an agreement is not a guarantee that children will be placed at the group home.
 - 6.8.4.4 In addition to any other remedies available to the Division, the following agreement remedies shall apply:
 - 6.8.4.4.1 The Division may remove residents from the group home or may suspend new placements to the group home until the contracting violation is corrected.
 - 6.8.4.4.2 The Division may cancel the agreement.
 - 6.8.4.5 Within ten business days after the Division receives a complaint relating to a group home the Division shall notify the Qualified Vendor and either initiate an investigation or refer the investigation to the licensing authority.
If any complaint concerns an immediate threat to the health and safety of a child, the Division will immediately refer the complaint to the licensing authority.
 - 6.8.4.6 If the Division determines that a violation has occurred, it shall:
 - 6.8.4.6.1 Notify all other contracting authorities of the violation.
 - 6.8.4.6.2 Coordinate a corrective action plan consistent with the severity of the violation.
 - 6.8.4.6.3 Require the corrective action plan to be implemented within 90 days.
 - 6.8.4.7 If a licensing deficiency is not corrected in a timely manner to the satisfaction of the licensing authority, the Division may cancel the agreement immediately on notice to the Qualified Vendor and may remove the residents.

- 6.8.5 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 service 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.
- 6.8.6 Gratuities.
The Qualified Vendor or its representative shall not offer or make employment or a gratuity 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.
- 6.8.7 Suspension or Debarment.
- 6.8.7.1 The Qualified Vendor shall not be debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity.
- 6.8.7.2 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.
- 6.8.7.3 The Qualified Vendor shall not retain as a director, officer, partner or owner of five percent or more of the Qualified Vendor, any person, or affiliate of such a 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, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

6.9 State's Contractual Remedies

- 6.9.1 Right to Assurance.
If the State in good faith has reason to believe that the Qualified Vendor does not intend to, or is unable to perform or continue performing under this agreement, the Division may 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 in whole or in part.

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 of 90 days 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 Division 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 under this agreement are not exclusive.

6.9.4 Nonconforming Tender.

Reports or other documents supplied under this agreement shall fully comply with the agreement. The delivery of reports or other documents or a portion of the reports or other documents in an installment that do not fully comply 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.

6.9.6 Provisions for Default.

In addition to any other remedies available to the Division, if the Qualified Vendor fails to comply with a term of the agreement, the Division may take one or more of the following actions:

6.9.6.1 Withhold payment in whole or in part;

6.9.6.2 Suspend enrollment; or

6.9.6.3 Suspend the agreement in whole or in part, remove the Qualified Vendor from the Qualified Vendor List, and enroll individuals with another Qualified Vendor.

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 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 times the value of the gratuity offered by the Qualified Vendor.

6.10.3 Suspension or Debarment.

The State may, by written notice to the Qualified Vendor, immediately terminate this agreement in whole or in part 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.

6.10.4 Termination for Convenience.

The State reserves the right 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 section, 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.

- 6.10.5 Termination upon Request of the Qualified Vendor.
The State shall terminate the agreement in whole or in part upon request of the Qualified Vendor. The Qualified Vendor shall provide at least 60 days written notice to the Division setting forth the reasons for requesting termination. 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.
- 6.10.6 Termination for Default.
- 6.10.6.1 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 Request for Qualified Vendor Applications; 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.
- 6.10.6.2 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.
- 6.10.6.3 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.
- 6.10.6.4 This agreement may immediately be terminated if the Division determines that the health or welfare or safety of consumers is endangered.
- 6.10.7 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.
- 6.10.8 Termination for Any Reason.
- 6.10.8.1 In the event of termination or suspension of the agreement by the Division, in whole or in part, such termination or suspension shall not affect the obligation of the Qualified Vendor to indemnify the Division, the Department and the State for any claim by any other party against the Division, 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, the provisions of this section shall not apply.

- 6.10.8.2 In the event of early termination, any funds advanced to the Qualified Vendor shall be returned to the Division within ten days after the date of termination or upon receipt of notice of termination of the agreement, whichever is earlier.
- 6.10.8.3 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 shall include but shall not be limited to:
 - 6.10.8.3.1 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 Vendors.
 - 6.10.8.3.2 Notifying of subcontractors and members.
 - 6.10.8.3.3 Facilitating and scheduling medically necessary appointments for care and services.
 - 6.10.8.3.4 Providing all reports set forth in this agreement.
 - 6.10.8.3.5 Making provisions for continuing all management/administrative services until the transition of members is completed and all other requirements of this agreement are satisfied.
 - 6.10.8.3.6 If required by the Division, extending performance until suitable arrangements have been made by the Division for a replacement Qualified Vendor.
 - 6.10.8.3.7 If required by the Division, at the Qualified Vendor's own expense, assisting in the training of personnel.
 - 6.10.8.3.8 Paying all outstanding obligations for care rendered to members.
 - 6.10.8.3.9 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 claims 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 fifth day of each succeeding month for the prior month.
- 6.10.9 In the event the agreement is terminated in part, the Qualified Vendor shall continue the performance of the agreement to the extent not terminated.

6.11 Agreement Claims

- 6.11.1 Protests of the posting of a Request for Qualified Vendor Application, or the denial of one or more services included in the Qualified Vendor Application shall be resolved according to A.A.C. R-6-6-2115, and claims under this agreement shall be resolved according to A.A.C. R6-6-2116.
- 6.11.2 Pursuant to A.R.S. 36-557(I) all grievances, protests, and appeals relating to the notice, issuance, or content of an amendment to an Agreement shall be resolved according to the procedures in this section.

- 6.11.2.1 A Qualified Vendor may protest the notice, issuance or content of an amendment to an agreement by filing:
 - a. A written Request for Problem Solving with the Division Assistant Director after notice of the amendment has been posted and before issuance of the amendment, or
 - b. A Notice of Protest with the Department procurement officer.
- 6.11.2.2 Request for Problem Solving.
- 6.11.2.2.1 The Qualified Vendor shall include the following information in the Request for Problem Solving:
 - a. Name, address, and telephone number of the protester,
 - b. Signature of the protester or its representative,
 - c. Identification of the notice of amendment and the RFQVA number, ,
 - d. The specific numbered provision(s) of the amendment being protested,
 - e. A statement of the legal and factual grounds of the intended protest, including copies of any relevant documents, and
 - f. The relief requested.
- 6.11.2.2.2 The Qualified Vendor shall file the Request for Problem Solving with the Division within 30 days of the posting of the notice of amendment.
- 6.11.2.2.3 The Request for Problem Solving is deemed filed when the Division receives the written document. The Assistant Director shall reach a determination on the Requests for Problem Solving before issuing the amendment. No amendment may be issued until 10 days after the Assistant Director has notified the Qualified Vendor filing a Request for Problem Solving that resolution was reached or that resolution cannot be reached.
- 6.11.2.2.4 If resolution is reached and documented, the Qualified Vendor shall not be entitled to pursue further legal remedies with regard to the amendment at issue. If the specific numbered provision(s) of the amendment being protested is deleted from the amendment, the Request for Problem Solving shall be considered resolved.
- 6.11.2.2.5 If resolution cannot be reached, the Assistant Director shall issue written verification to the Qualified Vendor that the matter was not resolved. To pursue further review the Qualified Vendor may file a Notice of Protest with the Department procurement officer within 5 days of the issuance of verification.
- 6.11.2.3 Notice of Protest.
- 6.11.2.3.1 The protester shall include the following information in the Notice of Protest:
 - a. Name, address, and telephone number of the protester,
 - b. Signature of the protester or its representative,
 - c. Identification of the notice of amendment and the RFQVA number,
 - d. The specific numbered provision(s) of the amendment being protested,
 - e. A statement of the legal and factual grounds of the intended protest including copies of any relevant documents, and
 - f. The relief requested.
- 6.11.2.3.2 The Qualified Vendor shall file the Notice of Protest with the Department procurement officer within 30 days of the posting of the notice of amendment, or within 5 days of issuance of the verification of non-resolution through the Problem Solving process from the Assistant Director.

- 6.11.2.3.3 The Notice of Protest is deemed filed when the Department procurement officer receives the written document.
- 6.11.2.3.4 If the Department procurement officer makes a written determination within 5 days of receipt of the Notice of Protest that there is reasonable probability that the protest will be sustained and it serves the best interests of the state, the Department procurement officer shall notify the Division Assistant Director that the amendment may not be issued with the specific numbered provision(s) being protested that have a reasonable probability of being sustained until the Department procurement officer issues a written decision on such specific numbered provisions.
- 6.11.2.3.5 If the specific numbered provision(s) of the amendment being protested is deleted from the amendment, the Division Assistant Director shall notify the Department Procurement Officer, the protest shall be considered resolved, the Department Procurement Officer shall issue a written decision to that effect and the Division may issue the revised amendment.
- 6.11.2.3.6 If applicable, the protester shall include in the Notice of Protest a copy of the original Request for Problem Solving documentation and the written verification of non-resolution from the Assistant Director.
- 6.11.2.3.7 If the Department procurement officer sustains the protest, in whole or in part, and the notice, issuance or content of the amendment does not comply with applicable statutes and rules, the Department procurement officer shall implement an appropriate remedy.
- 6.11.2.3.8 In determining an appropriate remedy, the Department procurement officer shall consider the following:
 - a. Circumstances surrounding the amendment,
 - b. The degree of prejudice to other interested parties,
 - c. The degree of prejudice to the integrity of the Qualified Vendor system,
 - d. The good faith of the parties,
 - e. The extent of performance,
 - f. The costs to the state,
 - g. The urgency of the amendment, and
 - h. The impact of the relief on the Department's mission.
- 6.11.2.3.9 Within 21 days of the receipt of the protest, the Department procurement officer shall send a written decision to the protester by certified mail, return receipt requested, or by any other method that provides evidence of receipt and shall send a copy of the decision to the Division. The Department procurement officer shall explain the reasons for the conclusions reached in the decision.
- 6.11.2.3.10 Upon receipt of the decision from the Department procurement officer, the protester may file an appeal with the Department's Office of Appeals as authorized in A.R.S. §§ 41-1991, 41-1992(A) through (C), excluding any references to review by the Appeals Board, and A.R.S. § 41-1993(A).
- 6.11.2.3.11 The protester may proceed to the next level of appeal if the protester does not receive a response from the Department procurement officer within 21 days of receipt by the Department procurement officer of the Notice of Protest.

- 6.11.2.3.12 Upon receipt of the decision Department's Office of Appeals, the protester may appeal pursuant to Title 41, Chapter 6, Article 10, or seek relief through the Superior Court as provided in A.R.S. § 12-901 et seq.
- 6.11.2.3.13 If a Protest of any specific numbered provision of an amendment is upheld pursuant to sections 6.11.2.3.7, 6.11.2.3.10 or 6.11.2.3.11 above, then that specific numbered provision shall be subject to the remedy associated with the Protest decision, but no other provision of the amendment shall be affected.

6.12 Contingency Planning

6.12.1 Business Continuity.

- 6.12.1.1 Each Qualified Vendor shall establish a written Business Continuity Plan (BCP). 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, communications 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 consumers 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 consumers and staff.
 - e. A self-sheltering plan which maintains adequate staffing levels, food, water, prescribed medications and equipment that meet the needs of consumers for the duration of the emergency/disaster event.
- 6.12.1.3 The Qualified Vendor shall conduct BCP exercises, annually.
- 6.12.1.4 The BCP shall be specific for each of its Arizona facilities and reference local emergency resources as described in section 6.12.1.1.
- 6.12.1.5 The Qualified Vendor shall provide annual BCP training for all staff members.
- 6.12.1.6 The Qualified Vendor shall review its BCP(s), perform updates as required, and shall submit the BCP within 30 days of agreement award or effective date of the agreement whichever is sooner. The BCP is subject to the approval of the Division.
- 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 Division shall require a written plan that illustrates how the Qualified Vendor shall perform up to the agreement standards in the event of a pandemic. The Division may require a copy of the plan at anytime prior or post award of an agreement. At a minimum, the pandemic performance plan shall include:
 - a. Key succession and performance planning if there is 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 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 Division shall have the following rights:
 - a. After the official declaration of a pandemic, the Division 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 Division, at its sole discretion may reinstate the temporarily voided agreement(s).

6.13 Certifications

- 6.13.1 Lobbying.
 - 6.13.1.1 The Qualified Vendor shall submit the Certification Regarding Lobbying form, and by so doing, agrees to compliance with 49 CFR Part 20. The Certification Regarding Lobbying form may be found in Section 9 as "Attachment C".
- 6.13.2 Suspension or Debarment.
 - 6.13.2.1 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".

SECTION 7 SERVICE SPECIFICATIONS

This section sets forth the service specifications for each of the following services:

Home-Based Services

- Attendant Care
- Habilitation, Community Protection and Treatment Hourly
- Habilitation, Support
- Housekeeping
- Respite

Day Treatment and Training Services

- Day Treatment and Training, Adult
- Day Treatment and Training, Child (After-School)
- Day Treatment and Training, Child (Summer)

Developmental Home Services

- Habilitation, Vendor Supported Developmental Home (Child and Adult)
- Room and Board, Vendor Supported Developmental Home (Child and Adult)

Independent Living Services

- Habilitation, Individually Designed Living Arrangement

Group Home Services

- Habilitation, Community Protection and Treatment Group Home
- Habilitation, Group Home
- Habilitation, Nursing Supported Group Home
- Room and Board, All Group Homes

Professional Services

- Home Health Aide
- Nursing
- Occupational Therapy
- Occupational Therapy Early Intervention
- Physical Therapy
- Physical Therapy Early Intervention
- Speech Therapy
- Speech Therapy Early Intervention

Other Services

- Transportation

In addition to the general requirements included in Section 5 and the terms and conditions in Section 6, the Qualified Vendor shall meet the requirements in the applicable service specification for each service the Qualified Vendor agrees to provide to eligible consumers.

ATTENDANT CARE

Service Description

This service provides a qualified attendant to supply needed services in order for the consumer to remain in his/her home and/or participate in work/community activities.

Service Setting

1. This service may be provided in the following settings:
 - 1.1 The consumer's home; or
 - 1.2 The consumer's community.
2. This service shall not be provided while the consumer is attending day treatment and training.
3. This service shall not be provided when the consumer is hospitalized or otherwise receiving institutional services except prior to discharge to allow the consumer to return to a safe and sanitary environment.
4. 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 intermediate care facilities for the mentally retarded (ICFs/MR), or Level I or Level II behavioral health facilities.

Service Goals and Objectives

Service Goals

1. To assist the consumer to attain or maintain safe and sanitary living conditions and/or maintain personal cleanliness and activities of daily living.
2. To assist the consumer 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. Develop and implement a schedule and general plan of care (Attendant Care Agreement).

2. Provide assistance to maintain personal cleanliness and in activities of daily living that do not require medical supervision or intervention. Tasks may include but are not limited to:
 - 2.1 Bathing;
 - 2.2 Oral hygiene;
 - 2.3 Toileting;
 - 2.4 Bowel and bladder care;
 - 2.5 Dressing;
 - 2.6 Shampooing;
 - 2.7 Ambulation;
 - 2.8 Transfer to and from wheelchair and/or bed;
 - 2.9 Eating and meal preparation;
 - 2.10 Routine nail and skin care;
 - 2.11 Tasks necessary for comfort and safety of movement restricted consumers; and
 - 2.12 Assisting with special appliances and/or prosthetic devices.
3. Provide assistance by planning, shopping, storing, and cooking food for nutritional meals.
4. Assist consumer to participate in the community and activities of daily living (e.g., church, shopping).
5. Assist in providing appropriate attention to injury and illness; maintain skin integrity including the provision of first aid (i.e., prevention of pressure sores). Refer for appropriate action all consumers who present additional medical or social problems during the course of the service delivery.
6. Assist with self-medication or medication reminders.
7. Provide assistance to attain or maintain safe and sanitary living conditions. Tasks may include but are not limited to:
 - 7.1 Dusting;
 - 7.2 Cleaning floors, bathrooms, oven, refrigerator, and windows (if necessary for safe or sanitary living conditions);
 - 7.3 Cleaning kitchen, washing dishes, routine maintenance and cleaning of household appliances;
 - 7.4 Changing linens and making bed;
 - 7.5 Washing, drying and folding the consumer's laundry (ironing only if necessary);
 - 7.6 Shopping for and storing household supplies and medicines;
 - 7.7 Taking garbage out; and
 - 7.8 Other duties as determined appropriate and necessary by the consumer's ISP team.

8. In unusual circumstances, the following tasks may be performed:
 - 8.1 To attain safe living conditions:
 - 8.1.1 Heavy cleaning such as washing walls or ceilings; and
 - 8.1.2 Yard work such as cleaning the yard and hauling away debris.
 - 8.2 To assist the consumer in obtaining and/or caring for basic material needs for water, heating, and food.

Service Utilization Guidelines

1. Using the assessment and plan development processes, needs are assessed by the ISP team based upon what is normally expected to be performed by a consumer and/or his/her natural supports. Consideration should be made to age appropriate expectations of the consumer 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 consumer's natural supports.
2. The ISP team shall decide, prior to the delivery of services, who and how service delivery will be monitored.
3. Housekeeping tasks are to be performed only for the consumer's areas of the home or common areas of the home used by the consumer.
4. The consumer or family is expected to provide all necessary housekeeping and personal care supplies.
5. The consumer or family is responsible to provide money for supplies and food in advance of the purchase if the attendant is expected to shop for food and household supplies.

Rate

Published.

Unit of Service

1. The basis of payment for this service is an hourly unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - If services were provided for 65 minutes, bill for 1 hour.
 - If services were provided for 68 minutes, bill for 1.25 hour.
 - If services were provided for 50 minutes, bill for 0.75 hour.

2. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff person at the same time.

Direct Service Staff Qualifications

Direct service staff shall have the ability to provide assistance to a consumer to meet essential personal, physical, and homemaking needs. This ability includes social, physical, and emotional fitness.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall maintain a copy of the Attendant Care Agreement on file and make it available to the consumer/family/consumer's representative and/or Division upon request.
2. The Qualified Vendor shall prepare and submit monthly attendant care reports to the support coordinator.
3. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

HABILITATION, COMMUNITY PROTECTION AND TREATMENT HOURLY

Service Description

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

In general, this service is designed to protect Community Protection and Treatment Program eligible consumers as well as the general public from possible harm and provide treatments and related supports designed to ameliorate symptoms, disorders or behaviors that have interfered with the consumer's full inclusion in the community.

Services may include but are not limited to: habilitative therapies, special developmental skills, behavior intervention, and sensory-motor development. 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 person.

Service Setting

1. This service may be provided in any setting authorized by the Division.
2. This service shall not be provided when the consumer is hospitalized.
3. This service shall not be provided to consumers living in skilled nursing facilities, non-state operated ICFs/MR, or Level I or Level II behavioral health facilities.

Service Goals and Objectives

Service Goals

The foundation for achieving all service goals and objectives will be a person-centered plan that will minimally consist of the following focuses: a common understanding of the person from a strengths/needs perspective, developing a shared vision of the future that reflects a shared commitment for a quality life for the person, a listing of the opportunities and obstacles for reaching that vision, and 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, objectives, and therapeutic interventions that assist program participants 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 consumers to increase or maintain their self-help, socialization, and adaptive skills to better live successfully in the community and continue to remain out of prison or psychiatric settings.
 - 1.3 To assist the consumer in defining, achieving and maintaining a quality of life that corresponds to the consumer's vision of the future.
 - 1.4 To include the consumer in both development and implementation; the program should be respectful to the consumer, with positive supports and collaboration with both the consumer 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 consumer as well as neighbors and community members from those behaviors that endanger the consumer, other people or property and/or interfere with the rights of others.
 - 2.2 To support consumers 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 consumer, with positive supports and collaboration with both the consumer and team members.

Service Objectives

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

1. In accordance with the consumer's Person Center Plan and ISP processes, determine the habilitation needs of the consumer in order to ensure that consumers are provided the appropriate habilitation services and other needed supports, as well as appropriate implementation strategies, and develop a support plan including:
 - 1.1 Establish habilitation-related service objectives based on assessment data and input from the consumer and the consumer's representative(s).
 - 1.2 Develop a specific teaching/training strategy for each objective, e.g., schedule for implementation, frequency of services, teaching strategies, data collection methods.
 - 1.3 Based upon the presence or absence of measurable progress, make changes to objective(s) and/or strategies, as agreed upon by the Person Centered Plan or ISP team.

2. As identified in the consumer's ISP or Person Centered Plan and support plan, 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 consumer are being met, including providing follow up as requested by the consumer's primary care physician or medical specialist;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting consumers in following special diets, exercise routines, or other therapeutic regimes;
 - 2.5 Mobility training, alternative or adaptive communication training;
 - 2.6 Providing general supervision to the consumer;
 - 2.7 Opportunities for training and/or practice in basic consumer skills such as shopping, banking, money management, access and use of community resources, and community survival skills; and
 - 2.8 Assisting consumers in utilizing community transportation resources to support the consumer 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 consumer's ISP.
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 consumer 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 consumers to participate in community activities and facilitate consumer utilization of community resources.
6. Provide transportation necessary to support program activities.

7. Develop a monthly on-site/community integrated schedule of daily activities and document consumers' direct input into the monthly schedule. Daily activities and schedules are based on consumer choice, developmental level, ISP goals, and enrichment of life experiences. Allow for reasonable choice in activity participation, and offer alternative activities. This schedule shall be available to consumers, consumer representatives, 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 consumers served.
9. Assist the consumer's ISP 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, specialized environment.
12. Provide collaboration and coordination with appropriate community resources, such as local government, parole officers, and law enforcement agencies.

Service Utilization Guidelines

1. Utilization and authorization of services for each site will be determined based on the needs of all of the consumers at that site and will be revised as needs change.
2. The ISP 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 consumer's ISP team to reduce staffing level supports as the consumer requires less intensive supervision.

Rate

Published.

Unit of Service

1. The basis of payment for this service is one hour (60 minutes) of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer and includes transportation time with a consumer in support of program activities. When billing, the Qualified Vendor should round units of service to the nearest 15-minute increment, as illustrated in the examples below:
 - If services were provided for 65 minutes, bill for 1 hour.
 - If services were provided for 68 minutes, bill for 1.25 hour.
 - If services were provided for 50 minutes, bill for 0.75 hour.
2. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff at the same time.

Direct Service Staff Qualifications

1. Direct service staff must:
 - 1.1 Have at least three months experience implementing and documenting performance in individual programs (specific training strategies);
 - 1.2 Have both three 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 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 staff to complete the following training (to be reviewed and approved by the Division's Director of Clinical Services) prior to start of work but not limited to:
 - 2.1 Defining both challenging and desired behaviors in observable and measurable terms;
 - 2.2 Describing several strengths of consumers as well as needs and how these relate to challenging behaviors;
 - 2.3 Describing the values of the consumer and how they might contribute to the challenging behaviors;
 - 2.4 Identifying the consumer's most effective learning style;
 - 2.5 Involving the person's family and supportive others in identifying strengths/needs;
 - 2.6 Identifying the need for the consumer to have an assessment/reassessment to determine if behavioral health needs are being met;
 - 2.7 Staff and/or victim grooming and manipulation techniques;
 - 2.8 The therapy "triangle relationship" that can occur;
 - 2.9 Recognizing emotional responses;
 - 2.10 Offense patterns;

- 2.11 Ways to develop mutually respectful and trusting relationships while guarding against potentially manipulative behaviors of program participants;
 - 2.12 Awareness of power and control over individuals in a subordinate role; and
 - 2.13 Principles of positive behavior support and person centered planning.
3. The Qualified Vendor shall ensure that appropriate staff participate in a Division supported forum 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 maintain a copy of the support plan on file and make it available to the consumer/family/consumer's representative and/or Division upon request.
2. The Qualified Vendor shall submit monthly progress reports, including a written summary describing the specific service activities and the performance data that identifies the consumer's progress toward achievement of the established objectives, within ten business days of the close of the month to the consumer's support coordinator and the consumer/family/consumer's representative.
3. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

HABILITATION, SUPPORT

Service Description

This service provides a variety of interventions designed to maximize the functioning of consumers. Services may include but are not limited to: habilitative therapies, special developmental skills, behavior intervention, and sensory-motor development.

Service Setting

1. This service may be provided in the following settings:
 - 1.1 The consumer's home; or
 - 1.2 The consumer's community.
2. This service shall not be provided while the consumer is attending day treatment and training.
3. This service shall not be provided when the consumer is hospitalized.
4. 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.

Service Goals and Objectives

Service Goals

1. To enable the consumer 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 consumer'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 consumer in achieving and maintaining a quality of life that promotes the consumer's vision of the future.

Service Objectives

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

1. In accordance with the consumer's ISP processes, develop an individualized support plan, including:
 - 1.1 Establish individualized, time-limited training objectives that are based on assessment data and input from the consumer and the consumer's representative which will allow the consumer to achieve his/her long term vision.
 - 1.2 Develop strategies for habilitative objectives within ten business days after initiating service. The specific training strategy for each objective shall identify the schedule for implementation, frequency of services, data collection methods, and teaching strategies.
 - 1.3 Based upon the presence or absence of measurable progress, make changes to specific training objective(s) and/or strategies, as agreed upon by the ISP team.
2. As identified in the consumer's ISP and support plan, 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 consumer are being met, including providing follow up as requested by the consumer's primary care physician or medical specialist;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting consumers in following special diets, exercise routines, or other therapeutic regimes;
 - 2.5 Mobility training, alternative or adaptive communication training;
 - 2.6 Opportunities for training and/or practice in basic consumer skills such as shopping, banking, money management, access and use of community resources, and community survival skills; and
 - 2.7 Assisting consumers in utilizing community transportation resources to support the consumer 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 consumer's ISP.
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 consumers served.
4. As identified in the consumer's ISP, provide training and/or assistance to the consumer's family/consumer's representative to increase and/or maintain targeted skill acquisition of the consumer.

- 4.1 With input from the consumer, the consumer's representative, and his/her significant others, develop strategies for habilitative objectives that can be carried out in context of the consumer's daily routine.
- 4.2 Communicate with the family/consumer's representative regarding how the plan is working when staff is not present.
- 4.3 Based upon the presence or absence of measurable progress, make changes to specific training objective(s) and/or strategies, as agreed upon by the ISP team.

Service Utilization Guidelines

1. Typical usage of habilitation is one to two hours per day.
2. The ISP team shall decide, prior to the delivery of services, who and how service delivery will be monitored.

Rate

Published.

Unit of Service

1. The basis of payment for this service is an hourly unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - If services were provided for 65 minutes, bill for 1 hour.
 - If services were provided for 68 minutes, bill for 1.25 hour.
 - If services were provided for 50 minutes, bill for 0.75 hour.
2. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff person at the same time.

Direct Service Staff Qualifications

Direct service staff must:

1. Have at least three months experience implementing and documenting performance in individual programs (specific training strategies);
2. Have both three 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 months of habilitation services under the direct supervision of an individual who is qualified to provide habilitation as described above.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall submit the support plan, including the training/teaching strategies, to the support coordinator ten business days after the initiation of service for ISP team review.
2. The Qualified Vendor shall submit monthly progress reports, including a written summary describing the specific service activities and the performance data that identifies the consumer's progress toward achievement of the established objectives, within ten business days of the close of the month to the consumer's support coordinator and the consumer/family/consumer's representative.
3. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

HOUSEKEEPING

Service Description

This service provides assistance in the performance of routine household activities at a consumer's place of residence.

Service Setting

1. This service shall be provided in the consumer's home.
2. This service may be provided outside only when unsafe/unsanitary conditions exist or in the community when purchasing supplies or medicines.
3. This service shall not be provided when the consumer is hospitalized.
4. This service shall not be provided to consumers residing 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.

Service Goals and Objectives

Service Goals

To preserve or improve the safety and sanitation of the consumer'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 (Housekeeping Agreement).
2. Provide assistance 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, oven, refrigerator, and windows (if necessary for safe and sanitary living conditions);
 - 2.3 Cleaning kitchen, washing dishes, routine maintenance and cleaning of household appliances;
 - 2.4 Changing linens and making bed;
 - 2.5 Washing, drying and folding the consumer'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 ISP team.
3. In unusual circumstances, the following tasks may be performed:
- 3.1 To attain safe living conditions:
 - 3.1.1 Heavy cleaning such as washing walls or ceilings; or
 - 3.1.2 Yard work such as cleaning the yard and hauling away debris.
 - 3.2 To assist the consumer 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 Guidelines

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

Rate

Published.

Unit of Service

1. The basis of payment for this service is an hourly unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its service time to the nearest 15-minute increment, as illustrated in the examples below:
 - If services were provided for 65 minutes, bill for 1 hour.
 - If services were provided for 68 minutes, bill for 1.25 hour.
 - If services were provided for 50 minutes, bill for 0.75 hour.
2. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff person at the same time.

Direct Service Staff Qualifications

Direct service staff shall be physically capable of performing the required tasks.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall maintain a copy of the Housekeeping Agreement on file and make it available to the consumer/family/consumer's representative and/or Division upon request.
2. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

RESPIRE

Service Description

This service provides short-term care and supervision consistent with the health needs of the consumer to supplement care to provide a safe living environment and/or support or relieve caregivers for the benefit of the consumer.

Service Setting

1. This service may be provided in the following settings:
 - 1.1 The consumer's home;
 - 1.2 Any community site inspected and approved by the Department of Economic Security;
 - 1.3 The home of the Qualified Vendor or direct service staff that has been inspected and approved by the Department of Health or the Department of Economic Security;
 - 1.4 A group home or developmental home (child or adult) licensed by the Department of Economic Security;
 - 1.5 A Medicare/Medicaid certified nursing facility; or
 - 1.6 A certified ICF/MR.
2. When services occur in any building other than the consumer's home, the building must meet the requirements of building inspection for Fire, Health/Safety.
3. If out-of-home respite is provided in a licensed facility, the facility shall not provide services to more individuals than its license allows.
4. This service shall not be provided when the consumer is hospitalized.
5. 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, or to consumers living independently.

Service Goals and Objectives

Service Goals

1. To provide relief to a family member or person caring for a consumer.
2. To provide supervision either in or outside of the home, as well as supporting the emotional, physical and mental well being of the consumer.

Service Objectives

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

1. Determine the consumer's routine plan of care from the consumer's caregiver.
2. As identified in the consumer's ISP and/or routine plan of care, provide respite care and service to the consumer.
 - 2.1 Provide for the social, emotional and physical needs of the consumer.
 - 2.2 Ensure that the consumer receives medication as prescribed.
 - 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 consumer in utilizing transportation to support the consumer 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 consumer's ISP and/or routine plan of care.

Service Utilization Guidelines

1. The amount of respite is determined on a yearly basis through the ISP process not to exceed the amount set by Federal or State Medicaid rules.
2. The ISP team shall decide, prior to the delivery of services, who and how service delivery will be monitored.
3. When families have more than one consumer eligible for respite from the Division and all will be receiving respite at the same time, the hours will be deducted from the authorized level of respite for each consumer.
4. Families receiving respite for consumers who wish 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 consumers authorized to receive such service.
5. The Qualified Vendor shall not serve, at one time, more individuals than can safely be provided for, and not more than three people by one direct service staff person, giving considerations to compatibility (e.g., age, diagnoses, behavior, sex, etc.).
6. Consumers shall be in the care of a certified/contracted respite provider at all times while in respite service. The consumer will not be transferred to another certified/contracted respite provider without the consent of the parent/consumer's representative.

Rate

Published.

Unit of Service

1. The basis of payment for Respite, Short-Term is an **hourly** unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - If services were provided for 65 minutes, bill for 1 hour.
 - If services were provided for 68 minutes, bill for 1.25 hour.
 - If services were provided for 50 minutes, bill for .75 hour.
2. If the Qualified Vendor provides respite for a total of 13 or more hours (consecutive or non-consecutive) in one calendar day, this is considered to be Respite, Continuous. The unit type is a per diem, or “**daily**” unit. A calendar day is a 24-hour stretch of time that begins at midnight and ends at 11:59 p.m. of the same day. One unit of Respite, Continuous equals one day (13 or more hours in one calendar day) of direct service time. A Qualified Vendor billing for Respite, Continuous will bill for the appropriate number of days of service and will include the actual cumulative hours of service provided on the billing document as required by the Division.
3. If the Qualified Vendor provides Respite with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total units of service time multiplied by the appropriate multiple client rate for the appropriate unit basis, hourly or daily. In no event will more than three consumers receive this service with a single direct service staff person at the same time.
4. If the Qualified Vendor provides Respite, Continuous (daily) to a consumer and any additional consumer(s) are present, receiving Respite, Short-Term (hourly) or Respite, Continuous (daily), during 13 or more hours (consecutive or non-consecutive) in conjunction with the consumer receiving Respite, Continuous (daily) then the Qualified Vendor will bill for the appropriate multiple client rate for the consumer as outlined below.
 - 4.1 If the Qualified Vendor provides Respite, Continuous (daily) to a consumer and additional consumer(s) are present receiving Respite, Continuous (daily) then the Qualified Vendor shall bill the appropriate MCR rate for all consumers.
 - 4.2 If the Qualified Vendor provides Respite, Continuous (daily) to a consumer and two additional consumers are present-- one receiving Respite, Continuous (daily) and the other receiving Respite, Short-Term (hourly) then all the consumers receiving Respite, Continuous (daily) shall be billed the appropriate MCR, the consumer receiving Respite, Short-Term (hourly) will bill the appropriate MCR.

- 4.3 If the Qualified Vendor provides Respite, Continuous (daily) to a consumer and additional consumer(s) are present receiving Respite, Short-Term (hourly) then all the additional consumers are billed at the appropriate MCR and the following applies.
- 4.3.1 If the total number of clock hours for all consumer when additional consumers are present are greater than or equal to 13 hours (ie. One consumer is there for six hours, an additional consumer comes in after the first one leaves for eight hours totaling 14 total clock hours) during the coinciding time that Respite, Continuous was being provided, Respite, Continuous shall be billed using an MCR. For the Respite, short-term consumers, the appropriate hourly MCR shall be billed.

Direct Service Staff Qualifications

1. All direct service staff must have at least three months experience in providing assistance to an individual to meet essential personal physical needs as described in R6-6-1529 (“such as showering, bathing, toileting, and eating”).
2. Direct service staff must have the ability to provide assistance to a consumer to meet essential personal, physical and homemaking needs. This ability includes social, physical and emotional fitness.

Recordkeeping and Reporting Requirements

The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer’s representative as verification of hours served.

DAY TREATMENT AND TRAINING, ADULT

Service Description

This service provides specialized sensory-motor, cognitive, communicative, social, interaction and behavioral training for some portion of a 24-hour day.

Service Setting

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 consumer is hospitalized.
3. This service shall not be provided to consumers living in skilled nursing facilities, non-state operated ICFs/MR, or Level I or Level II behavioral health facilities.

Service Goals and Objectives

Service Goals

1. To provide training and supervision for the consumer to increase or maintain his/her self-help, socialization, and adaptive skills to reside and participate successfully in his/her own community.
2. To develop positive relationships and support for consumers and their families.
3. To provide opportunities for consumers to interact socially with family, friends, and the community at large, including providing information regarding and facilitating access to community resources.
4. To assist the consumer in achieving and maintaining a quality of life that promotes the consumer's vision of the future.
5. To provide opportunities for consumers to participate in meaningful activities and experience new activities.

Service Objectives

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

1. In accordance with the consumer's ISP processes, develop an individualized support plan, including.
 - 1.1 Establish individualized, time-limited training objectives that are based on assessment data and input from the consumer and the consumer's representative which will allow the consumer to achieve his/her long term vision.
 - 1.2 Develop strategies for habilitative objectives within ten business days after initiating service. The specific training strategy for each objective shall identify the schedule for implementation, frequency of services, data collection methods, and teaching strategies.
 - 1.3 Based upon the presence or absence of measurable progress, make changes to specific training objective(s) and/or strategies, as agreed upon by the ISP team.
2. As identified in the consumer's ISP and support plan, 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 consumer are being met, including providing follow up as requested by the consumer's primary care physician or medical specialist;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting consumers in following special diets, exercise routines, or other therapeutic regimes;
 - 2.5 Mobility training, alternative or adaptive communication training;
 - 2.6 Providing general supervision to the consumer;
 - 2.7 Opportunities for training and/or practice in basic consumer skills such as shopping, banking, money management, access and use of community resources, and community survival skills; and
 - 2.8 Assisting consumers in utilizing community transportation resources to support the consumer 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 consumer's ISP.
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 consumer 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 consumers to participate in community activities and facilitate consumer utilization of community resources.
6. Provide transportation necessary to support program activities.
7. Develop a monthly on-site/community integrated schedule of daily activities and document consumers' direct input into the monthly schedule. Daily activities and schedules are based on consumer choice, developmental level, ISP goals, and enrichment of life experiences. Allow for reasonable choice in activity participation, and offer alternative activities. This schedule shall be available to consumers, consumer 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 consumers served.
9. When appropriate, provide consumers opportunities to earn money as part of habilitative learning objectives.
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 consumers served, families, and all other interested parties. The frequency of the reviews shall be determined by the Division.

Service Utilization Guidelines

1. Typical usage is up to seven 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.
2. This service will generally be authorized at the 1:2.5 to 1:4.5 staff to consumer ratio rate for each consumer. However, the Qualified Vendor's claims for each consumer (excluding behaviorally or medically intense consumers with a specially authorized rate) shall reflect the actual staff to consumer ratio (excluding hours related to behaviorally or medically intense consumers who have a specially authorized rate).
3. Service to adults and children shall be provided separately through the age of 15. Upon age 16, transition plans shall be individually developed, and may permit the provision of services to children concurrently with adults with parental consent.

Rate

1. Published.
2. The ratio rate for this service is established through the ratio of total direct service staff hours with consumers present at the program to total consumer hours.
3. 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 DDD Program Administrator/Manager or designee. The general guideline for authorizing the modified rate for rural areas is that the potential client base of the program size has fewer than 20 consumers in a 40 mile radius.
4. The Division established a separate rate for this service to behaviorally or medically intense consumers. Special authorization for these consumers is required by the DDD Program Administrator/Manager or designee. The rate is equal to the adopted Habilitation, Support rate in the rate book. The hours for these consumers and the direct service staff hours related to the behaviorally or medically intense consumers shall not be considered in determining the overall program staffing ratio for the remaining consumers.

Unit of Service

1. The basis of payment for this service is the ratio rate. To determine the appropriate billing rate, the Qualified Vendor shall:
 - a. Divide (the total billable hours consumers attended the program including hours allowed pursuant to item 3 below, excluding hours for behaviorally or medically intense consumers with a specially authorized rate) by (the total direct service staff hours with consumers present at the program, excluding hours related to behaviorally or medically intense consumers with a specially authorized rate); and
 - b. Use the resulting quotient, which is the number of consumer billable hours per direct service staff hours and can be stated as "1: (result from step a.)" staff to consumer ratio, to find the appropriate staff to consumer ratio rate in the rate book.
 - c. The Qualified Vendor may calculate this ratio on a daily basis using actual hours for each day or may calculate the ratio at the end of the calendar month using the actual number of hours for the entire month to determine an average ratio for the month.

For example, if the number of hours attended by all consumers in a program plus the hours allowed pursuant to item 3 below (excluding behaviorally or medically intense consumers with a specially authorized rate) totaled 110 hours for a day (2,200 for the month), and the number of hours worked by direct service staff when consumers were present at the program (excluding hours related to behaviorally or medically intense consumers with a specially authorized rate) totaled 28 for that day (560 for the month), then the calculation would be:

- Total billable consumer hours divided by total direct service staff hours = $110 / 28$ or $2,200 / 560 = 3.928$
- This program's ratio is 1:3.928

For both consumers and direct service staff, units shall be recorded daily on the *per consumer* and *per direct service staff* basis, shall be expressed in terms of hours and shall be rounded to the nearest hour, as illustrated in examples below:

- If total hours for a consumer or direct service staff were equal to 3 hours and 5 minutes, round the total to 3 hours
- If total hours for a consumer or direct service staff were equal to 5 hours and 24 minutes, round the total to 5 hours
- If total hours for a consumer or direct service staff were equal to 5 hours and 30 minutes, round the total to 6 hours
- If total hours for a consumer or direct service staff were equal to 6 hours and 48 minutes, round the total to 7 hours

2. Absences do not constitute a billable unit except as provided in item 3 below. An absence factor was built into the model rates. The Division will not compensate Qualified Vendors for any absences. For example, if a consumer stays in the day program for two hours in the morning, then leaves for two hours, and then returns for three hours, and all activity takes place within the same program day, total hours for this consumer shall be equal to five for that day.

If the consumer permanently stops attending the Qualified Vendor's facility, then the Qualified Vendor shall notify the DDD Program Administrator/Manager or designee. The Qualified Vendor shall not bill the Division for vacancies.

3. Qualified Vendors that do not provide transportation for a particular consumer may include up to one hour per day if that consumer arrives after his/her scheduled arrival time on that day or if that consumer leaves before his/her scheduled departure time on that day. The calculation of the ratio will use the billable hours. However, if the client is absent for the entire day, the Qualified Vendor may not include hours for that day for that client in the ratio. In no event shall the Qualified Vendor submit a claim for more than the number of hours authorized for that consumer.

Direct Service Staff Qualifications

The direct service staff shall have at least three 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 the support plan on file and make it available to the consumer/family/consumer's representative and/or Division upon request.
2. The Qualified Vendor shall submit monthly progress reports, including a written summary describing the specific service activities and the performance data that identifies the consumer's progress toward achievement of the established objectives, within ten business days of the close of the month to the consumer's support coordinator and the consumer/family/consumer's representative.
3. For consumers, the Qualified Vendor must keep copies of each consumer's schedule, including any changes, as well as daily records of the number of hours each consumer spends in the Qualified Vendor's program, including when the consumer arrived and left. The time begins when the Qualified Vendor assumes responsibility for the consumer and ends when the Qualified Vendor ends this responsibility. Time for behaviorally or medically intense consumers with a specially authorized rate shall be recorded separately.
4. For direct service staff, the Qualified Vendor must keep daily records of the number of hours each direct service staff spends providing direct services to consumers in the program. Only the time when consumers are present at the program shall be counted as direct service. Staff time related to behaviorally or medically intense consumers who have a specially authorized rate shall be recorded separately.

DAY TREATMENT AND TRAINING, CHILD (AFTER-SCHOOL)

Service Description

This service provides specialized sensory-motor, cognitive, communicative, social, interaction and behavioral training for some portion of a 24-hour day during the school year.

Service Setting

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 consumer is hospitalized.
3. This service shall not be provided to consumers living in skilled nursing facilities, non-state operated ICFs/MR, or Level I or Level II behavioral health facilities.

Service Goals and Objectives

Service Goals

1. To provide training and supervision for the consumer to increase or maintain his/her self-help, socialization, and adaptive skills to reside and participate successfully in his/her own community.
2. To develop positive relationships and support for consumers and their families.
3. To provide opportunities for consumers to interact socially with family, friends, and the community at large, including providing information regarding and facilitating access to community resources.
4. To assist the consumer in achieving and maintaining a quality of life that promotes the consumer's and his/her family's vision of the future.
5. To provide opportunities for consumers to participate in meaningful activities and experience new activities.

Service Objectives

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

1. In accordance with the consumer's ISP processes, develop an individualized support plan, including.
 - 1.1 Establish individualized, time-limited training objectives that are based on assessment data and input from the consumer and the consumer's representative which will allow the consumer to achieve his/her long term vision.
 - 1.2 Develop strategies for habilitative objectives within ten business days after initiating service. The specific training strategy for each objective shall identify the schedule for implementation, frequency of services, data collection methods, and teaching strategies.
 - 1.3 Based upon the presence or absence of measurable progress, make changes to specific training objective(s) and/or strategies, as agreed upon by the ISP team.
2. As identified in the consumer's ISP and support plan, 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 consumer are being met, including providing follow up as requested by the consumer's primary care physician or medical specialist;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting consumers in following special diets, exercise routines, or other therapeutic regimes;
 - 2.5 Mobility training, alternative or adaptive communication training;
 - 2.6 Providing general supervision to the consumer;
 - 2.7 Opportunities for training and/or practice in basic consumer skills such as shopping, banking, money management, access and use of community resources, and community survival skills; and
 - 2.8 Assisting consumers in utilizing community transportation resources to support the consumer 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 consumer's ISP.
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 consumer 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 consumers to participate in community activities and facilitate consumer utilization of community resources.
6. Provide transportation necessary to support program activities.
7. Develop a monthly on-site/community integrated schedule of daily activities and document the consumer's direct input into the monthly schedule. Daily activities and schedules are based on the consumer's choice, developmental level, 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 consumer, consumer's representative, 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 consumers 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 consumers served, families, and all other interested parties. The frequency of the reviews shall be determined by the Division.

Service Utilization Guidelines

1. Typical usage is up to four units per day on school days; direct service time associated with providing transportation to/from the program is included in the "Flat Trip Rate for Regularly Scheduled Daily Transportation" rate.
2. This service will generally be authorized at the 1:2.5 to 1:4.5 staff to consumer ratio rate for each consumer. However, the Qualified Vendor's claims for each consumer (excluding behaviorally or medically intense consumers with a specially authorized rate) shall reflect the actual staff to consumer ratio (excluding hours related to behaviorally or medically intense consumers who have a specially authorized rate).
3. Service to children shall be provided separately through the age of 15. Upon age 16, transition plans shall be individually developed, and may permit the provision of services to children concurrently with adults with parental consent.

Rate

1. Published.
2. The ratio rate for this service is established through the ratio of total direct service staff hours with consumers present at the program to total consumer hours.
3. The Division established a separate rate for this service to behaviorally or medically intense consumers. Special authorization for these consumers is required by the DDD Program Administrator/Manager or designee. The rate is equal to the adopted Habilitation, Support rate in the rate book. The hours for these consumers and the direct service staff hours related to the behaviorally or medically intense consumers shall not be considered in determining the overall program staffing ratio for the remaining consumers.

Unit of Service

1. The basis of payment for this service is the ratio rate. To determine the appropriate billing rate, the Qualified Vendor shall:
 - a. Divide (the total hours consumers, excluding hours for behaviorally or medically intense consumers with a specially authorized rate, attended the program) by (the total direct service staff hours with consumers present at the program, excluding hours related to behaviorally or medically intense consumers with a specially authorized rate); and
 - b. Use the resulting quotient, which is the number of consumer hours per direct service staff hours and can be stated as “1: (result from step a.)” staff to consumer ratio, to find the appropriate staff to consumer ratio rate in the rate book.
 - c. The Qualified Vendor may calculate this ratio on a daily basis using actual hours for each day or may calculate the ratio at the end of the calendar month using the actual number of hours for the entire month to determine an average ratio for the month.

For example, if the number of hours attended by all consumers (excluding behaviorally or medically intense consumers with a specially authorized rate) in a program totaled 110 hours for a day (2,200 for the month), and the number of hours worked by direct service staff when consumers were present at the program (excluding hours related to behaviorally or medically intense consumers with a specially authorized rate) totaled 28 for that day (560 for the month), then the calculation would be:

- Total billable consumer hours divided by total direct service staff hours = $110 / 28$ or $2,200 / 560 = 3.928$
- This program's ratio is 1:3.928

For both consumers and direct service staff, units shall be recorded daily on the *per consumer* and *per direct service staff* basis, shall be expressed in terms of hours and shall be rounded to the nearest hour, as illustrated in examples below:

- ❑ If total hours for a consumer or direct service staff were equal to 3 hours and 5 minutes, round the total to 3 hours
- ❑ If total hours for a consumer or direct service staff were equal to 5 hours and 24 minutes, round the total to 5 hours
- ❑ If total hours for a consumer or direct service staff were equal to 5 hours and 30 minutes, round the total to 6 hours
- ❑ If total hours for a consumer or direct service staff were equal to 6 hours and 48 minutes, round the total to 7 hours

2. Absences do not constitute a billable unit except as provided in item 3 below. An absence factor was built into the model rates. The Division will not compensate Qualified Vendors for any absences. For example, if a consumer stays in the day program for two hours in the morning, then leaves for two hours, and then returns for three hours, and all activity takes place within the same program day, total hours for this consumer shall be equal to five for that day.

If the consumer permanently stops attending the Qualified Vendor's facility, then the Qualified Vendor shall notify the DDD Program Administrator/Manager or designee. The Qualified Vendor shall not bill the Division for vacancies.

3. Qualified Vendors that do not provide transportation for a particular consumer may include up to 30 minutes per day if that consumer arrives after his/her scheduled arrival time on that day or if that consumer leaves before his/her scheduled departure time on that day. The calculation of the daily ratio will use the billable hours. However, if the client is absent for the entire day, the Qualified Vendor may not bill for that client. In no event shall the Qualified Vendor submit a claim for more than the number of hours authorized for that consumer.

Direct Service Staff Qualifications

The direct services staff shall:

1. Have at least three 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.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall maintain a copy of the support plan on file and make it available to the consumer/family/consumer's representative and/or Division upon request.
2. The Qualified Vendor shall submit monthly progress reports, including a written summary describing the specific service activities and the performance data that identifies the consumer's progress toward achievement of the established objectives, within ten business days of the close of the month to the consumer's support coordinator and the consumer/family/consumer's representative.
3. For consumers, the Qualified Vendor must keep daily records of the number of hours each consumer spends in the Qualified Vendor's program. The time begins when the Qualified Vendor assumes responsibility for the consumer and ends when the Qualified Vendor ends this responsibility. Time for behaviorally or medically intense consumers with a specially authorized rate shall be recorded separately.
4. For direct service staff, the Qualified Vendor must keep daily records of the number of hours each direct service staff spends providing direct services to consumers in the program. Only the time when consumers are present at the program shall be counted as direct service. Staff time related to behaviorally or medically intense consumers who have a specially authorized rate shall be recorded separately.

DAY TREATMENT AND TRAINING, CHILD (SUMMER)

Service Description

This service provides specialized sensory-motor, cognitive, communicative, social, interaction and behavioral training for some portion of a 24-hour day during summer vacation.

Service Setting

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 consumer is hospitalized.
3. This service shall not be provided to consumers living in skilled nursing facilities, non-state operated ICFs/MR, or Level I or Level II behavioral health facilities.

Service Goals and Objectives

Service Goals

1. To provide training and supervision for the consumer to increase or maintain his/her self-help, socialization, and adaptive skills to reside and participate successfully in his/her own community.
2. To develop positive relationships and support for consumers and their families.
3. To provide opportunities for consumers to interact socially with family, friends, and the community at large, including providing information regarding and facilitating access to community resources.
4. To assist the consumer in achieving and maintaining a quality of life that promotes the consumer's and his/her family's vision of the future.
5. To provide opportunities for consumers to participate in meaningful activities and experience new activities.

Service Objectives

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

1. In accordance with the consumer's ISP processes, develop an individualized support plan, including:
 - 1.1 Establish individualized, time-limited training objectives that are based on assessment data and input from the consumer and the consumer's representative which will allow the consumer to achieve his/her long term vision.
 - 1.2 Develop strategies for habilitative objectives within ten business days after initiating service. The specific training strategy for each objective shall identify the schedule for implementation, frequency of services, data collection methods, and teaching strategies.
 - 1.3 Based upon the presence or absence of measurable progress, make changes to specific training objective(s) and/or strategies, as agreed upon by the ISP team.
2. As identified in the consumer's ISP and support plan, 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 consumer are being met, including providing follow up as requested by the consumer's primary care physician or medical specialist;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting consumers in following special diets, exercise routines, or other therapeutic regimes;
 - 2.5 Mobility training, alternative or adaptive communication training;
 - 2.6 Providing general supervision to the consumer;
 - 2.7 Opportunities for training and/or practice in basic consumer skills such as shopping, banking, money management, access and use of community resources, and community survival skills; and
 - 2.8 Assisting consumers in utilizing community transportation resources to support the consumer 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 consumer's ISP.
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 consumer 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 consumers to participate in community activities and facilitate consumer utilization of community resources.
6. Provide transportation necessary to support program activities.
7. Develop a monthly on-site/community integrated schedule of daily activities and document the consumer's direct input into the monthly schedule. Daily activities and schedules are based on the consumer's choice, developmental level, 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 consumer, consumer's representative, 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 consumers 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 consumers served, families, and all other interested parties. The frequency of the reviews shall be determined by the Division.

Service Utilization Guidelines

1. Typical usage is up to four units per day during summer vacation; direct service time associated with providing transportation to/from the program is included in the "Flat Trip Rate for Regularly Scheduled Daily Transportation" rate.
2. This service will generally be authorized at the 1:2.5 to 1:4.5 staff to consumer ratio rate for each consumer. However, the Qualified Vendor's claims for each consumer (excluding behaviorally or medically intense consumers with a specially authorized rate) shall reflect the actual staff to consumer ratio (excluding hours related to behaviorally or medically intense consumers who have a specially authorized rate).
3. Service to children shall be provided separately through the age of 15. Upon age 16, transition plans shall be individually developed, and may permit the provision of services to children concurrently with adults with parental consent.

Rate

1. Published.
2. The ratio rate for this service is established through the ratio of total direct service staff hours with consumers present at the program to total consumer hours.
3. The Division established a separate rate for this service to behaviorally or medically intense consumers. Special authorization for these consumers is required by the DDD Program Administrator/Manager or designee. The rate is equal to the adopted Habilitation, Support rate in the rate book. The hours for these consumers and the direct service staff hours related to the behaviorally or medically intense consumers shall not be considered in determining the overall program staffing ratio for the remaining consumers.

Unit of Service

1. The basis of payment for this service is the ratio rate. To determine the appropriate billing rate, the Qualified Vendor shall:
 - a. Divide (the total hours consumers, excluding hours for behaviorally or medically intense consumers with a specially authorized rate, attended the program) by (the total direct service staff hours with consumers present at the program, excluding hours related to behaviorally or medically intense consumers with a specially authorized rate); and
 - b. Use the resulting quotient, which is the number of consumer hours per direct service staff hours and can be stated as "1: (result from step a.)" staff to consumer ratio, to find the appropriate staff to consumer ratio rate in the rate book.
 - c. The Qualified Vendor may calculate this ratio on a daily basis using actual hours for each day or may calculate the ratio at the end of the calendar month using the actual number of hours for the entire month to determine an average ratio for the month.

For example, if the number of hours attended by all consumers (excluding behaviorally or medically intense consumers with a specially authorized rate) in a program totaled 110 hours for a day (2,200 for the month), and the number of hours worked by direct service staff when consumers were present at the program (excluding hours related to behaviorally or medically intense consumers with a specially authorized rate) totaled 28 for that day (560 for the month), then the calculation would be:

- Total billable consumer hours divided by total direct service staff hours = $110 / 28$ or $2,200 / 560 = 3.928$
- This program's ratio is 1:3.928

For both consumers and direct service staff, units shall be recorded daily on the *per consumer* and *per direct service staff* basis, shall be expressed in terms of hours and shall be rounded to the nearest hour, as illustrated in examples below:

- ❑ If total hours for a consumer or direct service staff were equal to 3 hours and 5 minutes, round the total to 3 hours
- ❑ If total hours for a consumer or direct service staff were equal to 5 hours and 24 minutes, round the total to 5 hours
- ❑ If total hours for a consumer or direct service staff were equal to 5 hours and 30 minutes, round the total to 6 hours
- ❑ If total hours for a consumer or direct service staff were equal to 6 hours and 48 minutes, round the total to 7 hours

2. Absences do not constitute a billable unit except as provided in item 3 below. An absence factor was built into the model rates. The Division will not compensate Qualified Vendors for any absences. For example, if a consumer stays in the day program for two hours in the morning, then leaves for two hours, and then returns for three hours, and all activity takes place within the same program day, total hours for this consumer shall be equal to five for that day.

If the consumer permanently stops attending the Qualified Vendor's facility, then the Qualified Vendor shall notify the DDD Program Administrator/Manager or designee. The Qualified Vendor shall not bill the Division for vacancies.

3. Qualified Vendors that do not provide transportation for a particular consumer may include up to 30 minutes per day if that consumer arrives after his/her scheduled arrival time on that day or if that consumer leaves before his/her scheduled departure time on that day. The calculation of the daily ratio will use the billable hours. However, if the client is absent for the entire day, the Qualified Vendor may not bill for that client. In no event shall the Qualified Vendor submit a claim for more than the number of hours authorized for that consumer.

Direct Service Staff Qualifications

The direct service staff shall:

1. Have at least three 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.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall maintain a copy of the support plan on file and make it available to the consumer/family/consumer's representative and/or Division upon request.
2. The Qualified Vendor shall submit monthly progress reports, including a written summary describing the specific service activities and the performance data that identifies the consumer's progress toward achievement of the established objectives, within ten business days of the close of the month to the consumer's support coordinator and the consumer/family/consumer's representative.
3. For consumers, the Qualified Vendor must keep daily records of the number of hours each consumer spends in the Qualified Vendor's program. The time begins when the Qualified Vendor assumes responsibility for the consumer and ends when the Qualified Vendor ends this responsibility. Time for behaviorally or medically intense consumers with a specially authorized rate shall be recorded separately.
4. For direct service staff, the Qualified Vendor must keep daily records of the number of hours each direct service staff spends providing direct services to consumers in the program. Only the time when consumers are present at the program shall be counted as direct service. Staff time related to behaviorally or medically intense consumers who have a specially authorized rate shall be recorded separately.

HABILITATION, VENDOR SUPPORTED DEVELOPMENTAL HOME (CHILD AND ADULT)

Service Description

This service provides a variety of interventions designed to maximize the functioning of consumers. Services may include but are not limited to: habilitative therapies, special developmental skills, behavior intervention, and sensory-motor development.

This service also provides for recruitment of homes, studies, training, monitoring, support, supervision, and recommendation of licensing/re-licensing and/or certification of child and adult developmental homes.

Service Setting

1. This service is provided to consumers who reside in licensed developmental homes (child or adult) that are subcontractors to the Qualified Vendor. Qualified Vendors cannot subcontract with themselves to provide this service.
2. This services shall not be provided when the consumer is hospitalized.

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 consumer.
2. To enable the consumer to acquire knowledge and skills and be a member of his/her community based on his/her own choices.
3. To provide training and supervision for the consumer to increase or maintain his/her self-help, socialization, and adaptive skills to reside and participate successfully in his/her own community.
4. To develop positive relationships for consumers and their families.
5. To provide opportunities for consumers to interact socially with family, friends, and the community at large, including providing information regarding and facilitating access to community resources.
6. Assist the consumer in achieving and maintaining a quality of life that promotes the consumer's vision of the future.

7. To provide licensed/certified adult and/or child developmental homes and administrative supervision and monitoring to each home.

Service Objectives

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

1. In accordance with the consumer's ISP processes, develop an individualized support plan, including:
 - 1.1 Establish habilitation-related service objectives based on assessment data and input from the consumer and the consumer's representative(s) which will allow the consumer to achieve his/her long term vision.
 - 1.2 Develop a specific teaching/training strategy for each objective, e.g., schedule for implementation, frequency of services, teaching strategies, data collection methods.
 - 1.3 Based upon the presence or absence of measurable progress, make changes to objective(s) and/or strategies, as agreed upon by the ISP team.
2. As identified in the consumer's ISP and support plan, 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 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 consumer are being met, including providing follow up as requested by the consumer's primary care physician or medical specialist;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting consumers in following special diets, exercise routines, or other therapeutic regimes;
 - 2.5 Mobility training, alternative or adaptive communication training;
 - 2.6 Providing general supervision to the consumer; and
 - 2.7 Opportunities for training and/or practice in basic consumer 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 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 consumer 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 consumers to participate in community activities and facilitate consumer utilization of community resources.
6. Provide transportation to support the consumer 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 acquisition of skills necessary to access community transportation resources.
7. 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 consumers served.
8. Provide room and board.
9. Establish, support and maintain licensed/certified developmental homes to meet the needs of individuals with developmental disabilities.
10. Assist the consumer's ISP team in assessing the referred consumer for appropriate match with the licensed developmental home and participate as a team member in the development of the ISP.
11. Provide monthly consultation and supports to the developmental home provider to support the needs of the individual placement; this may include but not be limited to respite relief, programmatic support, monthly developmental home provider support groups, etc. Work cooperatively with all entities for continuity of services for the consumer.
12. 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 consumer.
13. Provide or arrange for training to Child Developmental Home providers as approved by the Division. The training curriculum shall meet the standards required by the Department for foster care licensure. Training shall include the approved child welfare curriculum and Division approved training specific to meeting the developmental and programmatic needs of children in foster care. The child welfare training must be delivered by an individual certified by the Department of Economic Security to provide this training.

14. Monitor developmental homes for compliance with all applicable requirements.

Service Utilization Guidelines

Monitoring of utilization and authorization of support services for each site will be determined by the Qualified Vendor based on the needs of all of the consumers at that site and will be revised as needs change.

Rate

1. Published.
2. The rate does not include incontinent supplies or nutritional supplements, which shall be billed separately. These modifiers will be approved by the Division on a case-by-case basis, and the Qualified Vendor will be paid for these expenses in addition to the *per diem* rate and only for those residents that require them.

Unit of Service

One unit of service equals one day (24 hours) of service time. A day begins at midnight and ends at 11:59 p.m. Unit of service includes transportation time spent with consumers during daily activities.

Direct Service Staff Qualifications

Reserved.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall maintain a copy of the support plan on file, ensure that the licensed developmental home has a copy on file, and make the plan available to the consumer/family/consumer's representative and/or Division upon request.
2. The Qualified Vendor shall provide monthly reports of all health care appointments and results to the responsible party.
3. The Qualified Vendor shall ensure a log of personal belongings of consumers served is maintained and continually updated. The Qualified Vendor will also submit to the consumer's representative a monthly accounting of expenditures per the individual spending plan.
4. The Qualified Vendor shall maintain recruitment data and files of home studies and on-going documentation of all activities for each licensed developmental home.
5. The Qualified Vendor shall maintain summary of accomplishments in the annual consumer's ISP.
6. The Qualified Vendor shall prepare and maintain an annual report of strategies for support and retention of developmental home providers that promote stability and longevity of placement in accordance with the consumer's vision of the future identified in the consumer's ISP.

7. The Qualified Vendor shall immediately notify the Division if a subcontractor's developmental home license is denied, suspended, or revoked.
8. The Qualified Vendor shall maintain copies of all home inspections and monitoring reports and make them available to the Division upon request.

ROOM AND BOARD, VENDOR SUPPORTED DEVELOPMENTAL HOME (CHILD AND ADULT)

Service Description

This service is a 24-hour day service that provides for a safe and healthy living environment that meets the physical needs of the consumer.

Service Setting

1. This service shall be provided in a developmental home (child or adult).
2. This service shall not be provided when the consumer is hospitalized.

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 consumer.

Service Objectives

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

1. Ensure involvement of the consumer and/or his/her family in home furnishings/decor and any necessary modifications to optimize independence and personal preferences.
2. Ensure a safe and healthy living environment, which meets the physical and emotional needs of the consumer, is culturally appropriate and is available on a 24-hour basis.
3. Ensure the nutritional maintenance for consumers served by planning for and preparing nutritionally balanced meals in accordance with the consumer’s needs and in conjunction with the consumer’s preference.
4. Pay the developmental home subcontractor for the room and board service with the following exceptions:
 - 4.1 When consumers 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 consumer.

Service Utilization Guidelines

Reserved.

Rate

Published.

Unit of Service

One unit equals one day (24 hours) of service time.

Recordkeeping and Reporting Requirements

Reserved.

HABILITATION, INDIVIDUALLY DESIGNED LIVING ARRANGEMENT

Service Description

This service provides a variety of interventions designed to maximize the functioning of consumers. Services may include but are not limited to: habilitative therapies, special developmental skills, behavior intervention, and sensory-motor development.

Service Setting

1. This service provides for an alternative, non-licensed residential living situation for consumers within the Division's philosophical base of self-determination; enabling the consumer to choose where and with whom he/she will live and assume all responsibility for his/her residence. Generally, one or more consumers reside together in a private residence that is leased or owned by the consumer(s) and/or the consumer(s) representative(s). The focus of this service is to provide habilitative supports to these consumers based on the collective need for direct staff support to eligible consumers who have chosen to reside together and share their resources.
2. This service shall not be provided when the consumer is hospitalized.

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 consumer.
2. To enable the consumer 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 for the consumer to increase or maintain his/her self-help, socialization, and adaptive skills to reside and participate successfully in his/her own community.
4. To develop positive relationships and support for consumers and their families.
5. To provide opportunities for consumers to interact socially with family, friends, and the community at large, including providing information regarding and facilitating access to community resources.

6. To assist the consumer in achieving and maintaining a quality of life that promotes the consumer's vision of the future.

Service Objectives

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

1. In accordance with the consumer's ISP processes, develop an individualized support plan, including:
 - 1.1 Establish habilitation-related service objectives based on assessment data and input from the consumer and the consumer's representative(s) which will allow the consumer to achieve his/her long term vision.
 - 1.2 Develop a specific teaching/training strategy for each objective, e.g., schedule for implementation, frequency of services, teaching strategies, data collection methods.
 - 1.3 Based upon the presence or absence of measurable progress, make changes to objective(s) and/or strategies, as agreed upon by the ISP team.
2. As identified in the consumer's ISP and support plan, 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 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 consumer are being met, including providing follow up as requested by the consumer's primary care physician or medical specialist;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting consumers in following special diets, exercise routines, or other therapeutic regimes;
 - 2.5 Mobility training, alternative or adaptive communication training;
 - 2.6 Providing general supervision to the consumer;
 - 2.7 Opportunities for training and/or practice in basic consumer skills such as shopping, banking, money management, access and use of community resources, and community survival skills; and
 - 2.8 Assisting consumers in utilizing available community transportation resources such as public transportation, neighbors, and friends to support the consumer 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 consumer's ISP.

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 consumer 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 consumers to participate in community activities and facilitate consumer utilization of community resources.
6. 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 consumers served.

Service Utilization Guidelines

1. Utilization and authorization of service level for each residence will be determined based on the collective needs of all of the consumers at the residence and will be revised as needs change. The Qualified Vendor is expected to assist the Division in the process for determining the service level to be authorized for the consumers living at the residence. This process should be a cooperative one that includes input from the Qualified Vendor.
2. The DDD Program Administrator/Manager or designee shall approve any authorized service levels which require the Division to submit Cost Effectiveness Justifications to AHCCCS.

Rate

1. Published.
2. The hourly rate for this service is based an hour (60 minutes) of direct service time.
3. The daily rate, per diem for this service, is based on Staff Hour unit of service. Staff Hours are the hours provided by the Qualified Vendor's direct staff that the Division authorizes the Qualified Vendor to schedule and provide at the service site to assure health, safety, and the delivery of habilitation services to the residents.

Unit of Service – Hourly

1. The basis of payment for this service is an hourly unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. The Qualified Vendor may bill the Division an hourly rate if and only if the Division authorizes this site to be on an hourly basis. The Division will authorize an hourly rate if:
 - Direct service time that is authorized in a given site is less than 16 hours (consecutive or non-consecutive) on any calendar day. A calendar day is a 24-hour stretch of time that begins at midnight and ends at 11:59 p.m. of the same day, and:
 - Direct service time that is authorized in a given site is less than 112 hours in a week. A week is a consecutive seven day stretch of time that begins at midnight on Sunday and ends at 11:59 p.m. the following Saturday.
2. If the Qualified Vendor provides an hourly unit of direct service time, when billing the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - If services were provided for 65 minutes, bill for 1 hour.
 - If services were provided for 68 minutes, bill for 1.25 hour.
 - If services were provided for 50 minutes, bill for 0.75 hour.
3. If the Qualified Vendor provides an hourly unit of direct service time and the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff person at the same time.

Unit of Service – Daily

1. The basis of payment for this service is a daily, per diem unit of direct service time converted from the hourly rate to a daily rate. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. The Qualified Vendor may bill the Division a daily rate if and only if the Division authorizes this invoicing of a daily rate. The Division will authorize a daily rate if:
 - Direct service time that is authorized in a given site is more than 16 hours (consecutive or non-consecutive) in any calendar day in a week. A calendar day is a 24-hour stretch of time that begins at midnight and ends at 11:59 p.m. of the same day, or:

- Direct service time that is authorized in a given site is more than 112 hours in a week. A week is a consecutive seven day stretch of time that begins at midnight on Sunday and ends at 11:59 p.m. the following Saturday.
- 2. The Daily Rates schedule for Habilitation, Individually Designed Living Arrangement contains 22 tables with Daily Rates, and each table refers to one of 22 ranges. Each range represents a level of staffing with the number of direct service hours that are authorized by the Division to be provided by the Qualified Vendor at a particular site during a week. The number of hours specified in each range represents the number of direct service hours the Qualified Vendor must provide in a week in order to bill the *per diem* rates associated with that range. These Daily Rates are statewide for all Habilitation, Individually Designed Living Arrangement.
- 3. The Qualified Vendor shall invoice for payment for each consumer the *per diem* rate on the Daily Rates schedule for Habilitation, Individually Designed Living Arrangement that reflects the number of residents in the site and the range of hours provided in a week that reflect the lesser of 1) the authorized direct service hours, or 2) the actual direct service hours delivered. The Qualified Vendor may calculate the weekly direct service hours weekly, or may calculate a monthly average of weekly direct service hours at the end of the month for that month.
- 4. If the Qualified Vendor elects to calculate a monthly average of weekly direct service hours at the end of the month, the Qualified Vendor shall determine the total number of direct service hours in a given month and determine the average number of direct service hours per week by dividing (the total number of direct service hours in a month) by (the number of weeks in a month).
 - a. If there are 31 days in a month, then the number of weeks in a month is 4.43
 - b. If there are 30 days in a month, then the number of weeks in a month is 4.29
 - c. If there are 29 days in a month, then the number of weeks in a month is 4.14
 - d. If there are 28 days in a month, then the number of weeks in a month is 4.00
- 5. The *per diem* rates paid to a Qualified Vendor with multiple sites will vary among sites according to the authorized direct service hours, actual direct service hours provided, and number of residents at each site.
- 6. Because direct service hours provided can vary by week (if the Qualified Vendor does not elect to calculate a monthly average of weekly direct service hours, and the number of occupants can vary both by week and within a week, the Qualified Vendor may bill more than one *per diem* rate for each resident on their monthly invoice, but none of the rates billed shall be in excess of the rate which reflects the number of authorized direct service hours.

7. The Qualified Vendor shall use the actual resident occupancy receiving services to determine the *per diem* rate to be billed to the Division. The actual resident occupancy includes all residents, whether or not they are funded by the Division. The Qualified Vendor must notify the DDD Program Administrator/Manager or designee about movement into or out of a site by any resident, whether or not funded by the Division. The Division shall determine if direct service hours will be adjusted on a temporary or permanent basis to reflect the need for direct service hours.
8. If a resident is not at the site on a particular day, the Qualified Vendor shall not bill the Division for this resident. In this situation, the Qualified Vendor shall bill the Division the *per diem* rate for the actual number of Division-funded residents.

Examples below illustrate some of the scenarios that the Qualified Vendor may come across over the course of providing direct service services to their consumers.

Example 1: Typical Billing

Using Range 8 of the Daily Rates schedule for Habilitation, Individually Designed Living Arrangement as reflective of both the authorized range and the number of direct service hours delivered, and assuming three residents were present in the home, the applicable *per diem* rate per resident would be \$141.56.

Example 2: Qualified Vendor Provides More/Fewer Hours than Authorized

Using Range 10 of the Daily Rates schedule for Habilitation, Individually Designed Living Arrangement as reflective of the authorized range, the Qualified Vendor is authorized to provide between 190 and 210 hours of direct service per week. As long as the Qualified Vendor's direct service hours are within this range (whether those hours are actual weekly direct service hours or are a monthly average of weekly direct service hours), the Qualified Vendor will bill the division a *per diem* rate equivalent to that shown in Range 10. If, however, the Qualified Vendor delivers 185 direct hours, or fewer than the low end of Range 10, the Qualified Vendor will bill the *per diem* rate at Range 9, or the range reflecting the actual direct service hours that were delivered.

On the other hand, if the Qualified Vendor delivers 215 of direct service hours (whether those hours are actual weekly direct service hours or are a monthly average of weekly direct service hours), or more than those authorized in Range 10 (equivalent to 210 hours), the Qualified Vendor will continue to bill the *per diem* rate at Range 10, or the range reflecting the direct service hours that were authorized by the Division.

Example 3: Different Number of Residents

Using Range 8 of the Daily Rates schedule for Habilitation, Individually Designed Living Arrangement as reflective of both the authorized range and the number of direct service hours delivered, and assuming three residents were present in the home, the applicable *per diem* rate per resident would be \$141.56.

Assume on day two of the week one resident leaves, until an adjustment is made and unless the Qualified Vendor reduces the number of direct service hours for the remaining two residents, the Qualified Vendor shall bill the Division a *per diem* rate based the authorized range of hours (Range 8) and two residents. Therefore, starting with day two of the week and until an adjustment is made in the authorized direct service hours, the Qualified Vendor shall bill the Division a *per diem* rate of \$212.34.

Direct Service Staff Qualifications

Direct service staff must:

1. Have at least three months experience implementing and documenting performance in individual programs (specific training strategies);
2. Have both three 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 months of habilitation services under the direct supervision of an individual who is qualified to provide habilitation as described above.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall maintain a copy of the support plan on file and make it available to the consumer/family/consumer's representative and Division upon request.
2. The Qualified Vendor shall submit monthly progress reports, including a written summary describing the specific service activities and the performance data that identifies the consumer's progress toward achievement of the established objectives, within ten business days of the close of the month to the consumer's support coordinator and the consumer/family/consumer's representative.
3. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

HABILITATION, COMMUNITY PROTECTION AND TREATMENT GROUP HOME

Service Description

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

In general, this service is designed to protect Community Protection and Treatment Program eligible consumers as well as the general public from possible harm and provide treatments and related supports designed to ameliorate symptoms, disorders or behaviors that have interfered with the consumer's full inclusion in the community. The Qualified Vendor shall assume the responsibility for assuring continuous responsible supervision of Community Protection and Treatment Group Home program participants.

Services may include but are not limited to: habilitative therapies, special developmental skills, behavior intervention, and sensory-motor development. 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 person.

Service Setting

1. This service is provided to consumers in a residential setting that emphasizes positive behavioral supports and high level supervision and typically serves one to three consumers, one of whom must meet the definition of a Community Protection and Treatment Program participant and who voluntarily, or as directed by the court, participates in the program and abide by agreed upon restrictions stated in the consumer's ISP.
2. This service shall not be provided when the consumer is hospitalized.

Service Goals and Objectives

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

Service Goals

1. To provide services that facilitate treatment with interventions designed accordingly:
 - 1.1 To provide integrated treatment goals, objectives, and therapeutic interventions that assist program participants 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 consumers to increase or maintain their self-help, socialization, and adaptive skills to better live successfully in the community and continue to remain out of prison or psychiatric settings.
 - 1.3 To assist the consumer in defining, achieving and maintaining a quality of life that corresponds to the consumer's vision of the future.
 - 1.4 To include the consumer in both development and implementation; the program should be respectful to the consumer, with positive supports and collaboration with both the consumer 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 consumer as well as neighbors and community members from those behaviors that endanger the consumer, other people or property and/or interfere with the rights of others. The Qualified Vendor shall assume the responsibility for assuring continuous responsible supervision of Community Protection and Treatment Group Home program participants.
 - 2.2 To support consumers 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 consumer, with positive supports and collaboration with both the consumer and team members.

Service Objectives

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

1. In accordance with the consumer's Person Centered Plan and ISP processes, determine the habilitation needs of the consumer in order to ensure that consumers are provided the appropriate habilitation services and other needed supports, as well as appropriate implementation strategies, and develop an individualized support plan, including:
 - 1.1 Establish habilitation-related service objectives based on assessment data and input from the consumer and the consumer's representative(s).
 - 1.2 Develop a specific teaching/training strategy for each objective, e.g., schedule for implementation, frequency of services, teaching strategies, data collection methods.
 - 1.3 Based upon the presence or absence of measurable progress, make changes to objective(s) and/or strategies, as agreed upon by the Person Centered Plan or ISP team.

2. As identified in the consumer's ISP or Person Centered Plan and support plan, 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 consumer are being met, including providing follow up as requested by the consumer's primary care physician or medical specialist;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting consumers in following special diets, exercise routines, or other therapeutic regimes;
 - 2.5 Mobility training, alternative or adaptive communication training;
 - 2.6 Providing general supervision to the consumer; and
 - 2.7 Opportunities for training and/or practice in basic consumer 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 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 consumer 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 consumers to participate in community activities and facilitate consumer utilization of community resources.
6. Provide transportation to support the consumer 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 acquisition of skills necessary to access community transportation resources.
7. Develop a monthly on-site/community integrated schedule of daily activities and document consumers' direct input into the monthly schedule. Daily activities and schedules are based on consumer choice, developmental level, ISP goals, and enrichment of life experiences. Allow for reasonable choice in activity participation, and offer alternative activities. This schedule shall be available to consumers, consumer representatives, 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 consumers served.
9. Provide room and board.
10. Assist the consumer's ISP 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.
11. Provide on-site monthly administrative supervision and monitoring to each home.
12. Provide security precautions for protection of neighbors and other community citizens to the extent possible.
13. Provide a structured, specialized environment.
14. Provide collaboration and coordination with appropriate community resources, such as local government, parole officers, and law enforcement agencies.

Service Utilization Guidelines

1. Utilization and authorization of services for each site will be determined based on the collective needs of all of the consumers 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 consumers living in the home. This process should be a cooperative one that includes input from the Qualified Vendor. All changes must be re-authorized.
2. The DDD Program Administrator/Manager or designee shall approve any authorized hours in excess of Range 8 on the Daily Rates schedule for Habilitation, Community Protection and Treatment Group Home.
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 consumer's ISP team to reduce staffing level supports as the consumer requires less intensive supervision.

Rate

1. Published.
2. If at least one of the residents in the facility is authorized to receive this service, the Qualified Vendor may bill the Division the Habilitation, Community Protection and Treatment Group Home rate for all residents in the facility. Otherwise, the Qualified Vendor must bill the Division the Habilitation, Group Home rate for all residents in the facility.
3. If the resident that requires Habilitation, Community Protection and Treatment Group Home direct service hours moves out of the facility, the Qualified Vendor may continue to bill the Division at the Habilitation, Community Protection and Treatment Group Home rate for the reduced number of residents for a 60 day period, at which point the facility will be delivering Habilitation, Group Home services.
4. The daily rate for this service is based on Staff Hour unit of service. Staff Hours are the hours provided by the Qualified Vendor that the Division authorizes the Qualified Vendor to schedule and provide at the service site to assure health, safety, and the delivery of habilitation services to the residents.
5. The Division will make payments to the Qualified Vendor on the *per diem* basis based on the hourly rate for the Staff Hour unit of service, the number of residents in the home, and the direct service hours provided up to the number of authorized direct service hours for the home. The adopted rate on the Daily Rates schedule includes incontinent supplies or nutritional supplements as indicated.
 - 5.1 The Qualified Vendor shall not bill the Division for incontinent supplies when the consumer:
 - Is eligible for ALTCS or AHCCCS acute care coverage, and
 - Is age 3 or older but less than 21, and
 - Has a disability that causes incontinence, and
 - Has a prescription from his/her physician for incontinence supplies.
 - 5.2 Incontinence supplies for consumers identified in 3.1 are available from the consumer's acute care health plan.
 - 5.3 Incontinence supplies for consumers not identified in 3.1 are subject to prior approval from the Division. The modified rates will be approved by the Division for each consumer on a case-by-case basis.

6. The Daily Rates schedule for Habilitation, Community Protection and Treatment Group Home contains a series of tables depicting the Daily Rates. Each table represents a level of staffing with the number of direct service hours that are authorized by the Division to be provided by the Qualified Vendor at a particular group home during a week. A week is a consecutive seven day stretch of time that begins at midnight on Sunday and ends at 11:59 p.m. the following Saturday. The number of hours specified in each range represents the number of direct service hours the Qualified Vendor must provide in a week in order to bill the per diem rates associated with that range. These Daily Rates are statewide for all Habilitation, Community Protection and Treatment Group Home providers.

7. The Qualified Vendor shall invoice for payment for each consumer the *per diem* rate on the Daily Rates schedule for Habilitation, Community Protection and Treatment Group Home that reflects the number of residents in the group home and the range of hours provided in a week that reflect the lesser of 1) the authorized direct service hours, or 2) the actual direct service hours delivered. The Qualified Vendor may calculate the weekly direct service hours weekly, or may calculate a monthly average of weekly direct service hours at the end of the month for that month.
8. If the Qualified Vendor elects to calculate a monthly average of weekly direct service hours at the end of the month, the Qualified Vendor shall determine the total number of direct service hours in a given month and determine the average number of direct service hours per week by dividing (the total number of direct service hours in a month) by (the number of weeks in a month).
 - If there are 31 days in a month, then the number of weeks in a month is 4.43
 - If there are 30 days in a month, then the number of weeks in a month is 4.29
 - If there are 29 days in a month, then the number of weeks in a month is 4.14
 - If there are 28 days in a month, then the number of weeks in a month is 4.00
9. The *per diem* rates paid to a Qualified Vendor with multiple homes will vary among homes according to the authorized direct service hours, actual direct service hours provided, and number of residents at each group home.
10. Because direct service hours provided can vary by week (if the Qualified Vendor does not elect to calculate a monthly average of weekly direct service hours), and the number of occupants can vary both by week and within a week, the Qualified Vendor may bill more than one *per diem* rate for each resident on their monthly invoice, but none of the rates billed shall be in excess of the rate which reflects the number of authorized direct service hours.
11. The Qualified Vendor shall use the actual resident occupancy to determine the *per diem* rate to be billed to the Division. The actual resident occupancy includes all residents, whether or not they are funded by the Division. The Qualified Vendor must notify the DDD Program Administrator/Manager or designee about movement into or out of a home by any resident, whether or not funded by the Division. The Division shall determine if direct service hours will be adjusted on a temporary or permanent basis to reflect the need for direct service hours.
12. If a resident is not in the group home facility on a particular day, the Qualified Vendor shall not bill the Division for this resident. In this situation, the Qualified Vendor shall bill the Division the *per diem* rate for the actual number of Division-funded residents.

Examples below illustrate some of the scenarios that the Qualified Vendor may come across over the course of providing direct service services to their consumers.

NOTE: In the examples presented below, all figures are obtained from the RateBook dated January 1, 2006 available on the Division's website.

Example 1: Typical Billing

Using Range 6 of the Daily Rates schedule for Habilitation, Community Protection and Treatment Group Home as reflective of both the authorized range and the number of direct service hours delivered, and assuming three residents were present in the group home, the applicable *per diem* rate per resident would be \$152.99.

Example 2: Qualified Vendor Provides More/Fewer Hours than Authorized

Using Range 8 of the Daily Rates schedule for Habilitation, Community Protection and Treatment Group Home as reflective of the authorized range, the Qualified Vendor is authorized to provide between 190 and 210 hours of direct service per week. As long as the Qualified Vendor's direct service hours are within this range (whether those hours are actual weekly direct service hours or are a monthly average of weekly direct service hours), the Qualified Vendor will bill the division a *per diem* rate equivalent to that shown in Range 8. If, however, the Qualified Vendor delivers 185 direct hours, or fewer than the low end of Range 8, the Qualified Vendor will bill the *per diem* rate at Range 7, or the range reflecting the actual direct service hours that were delivered.

On the other hand, if the Qualified Vendor delivers 215 of direct service hours (whether those hours are actual weekly direct service hours or are a monthly average of weekly direct service hours), or more than those authorized in Range 8 (equivalent to 210 hours), the Qualified Vendor will continue to bill the *per diem* rate at Range 8, or the range reflecting the direct service hours that were authorized by the Division.

Example 3: Different Number of Residents

Using Range 6 of the Daily Rates schedule for Habilitation, Community Protection and Treatment Group Home as reflective of both the authorized range and the number of direct service hours delivered, and assuming three residents were present in the group home, the applicable *per diem* rate per resident would be \$152.99.

Assume on day two of the week one resident leaves, until an adjustment is made and unless the Qualified Vendor reduces the number of direct service hours for the remaining two residents, the Qualified Vendor shall bill the Division a *per diem* rate based the authorized range of hours (Range 6) and two residents. Therefore, starting with day two of the week and until an adjustment is made in the authorized direct service hours, the Qualified Vendor shall bill the Division a *per diem* rate of \$229.49 for the remaining two residents.

Unit of Service

One unit of service equals one hour (60 minutes) of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and can be verified by consumer attendance records and includes transportation time spent with consumers during daily activities. This unit of service is converted to a daily rate for billing purposes.

Direct Service Staff Qualifications

1. Direct service staff must:
 - 1.1 Have at least three months experience implementing and documenting performance in individual programs (specific training strategies);
 - 1.2 Have both three 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 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 staff to complete the following training (to be reviewed and approved by the Division's Director of Clinical Services) prior to start of work but not limited to:
 - 2.1 Defining both challenging and desired behaviors in observable and measurable terms;
 - 2.2 Describing several strengths of consumers as well as needs and how these relate to challenging behaviors;
 - 2.3 Describing the values of the consumer and how they might contribute to the challenging behaviors;
 - 2.4 Identifying the consumer's most effective learning style;
 - 2.5 Involving the consumer's family and supportive others in identifying strengths/needs;
 - 2.6 Identifying the need for the consumer to have an assessment/reassessment to determine if behavioral health needs are being met;
 - 2.7 Staff and/or victim grooming and manipulation techniques;
 - 2.8 The therapy "triangle relationship" that can occur;
 - 2.9 Recognizing emotional responses;
 - 2.10 Offense patterns;
 - 2.11 Ways to develop mutually respectful and trusting relationships while guarding against potentially manipulative behaviors of program participants;
 - 2.12 Awareness of power and control over individuals in a subordinate role; and
 - 2.13 Principles of positive behavior support and person centered planning.
3. The Qualified Vendor shall ensure that appropriate staff participate in a Division supported forum 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 maintain a copy of the support plan on file and make it available to the consumer/family/consumer's representative and/or Division upon request.
2. The Qualified Vendor shall submit monthly progress reports, including a written summary describing the specific service activities and the performance data that identifies the consumer's progress toward achievement of the established objectives, within ten business days of the close of the month to the consumer's support coordinator and the consumer/family/consumer's representative.
3. The Qualified Vendor must maintain on file consumer attendance reports and proof of hours worked by their direct service staff, e.g. staff time sheets.

4. The Qualified Vendor shall provide monthly reports of all health care appointments and results to the responsible party.
5. The Qualified Vendor shall ensure a log of personal belongings of consumers served is maintained and continually updated. The Qualified Vendor will also submit to the consumer's representative a monthly accounting of expenditures per the individual spending plan.
6. The Qualified Vendor shall maintain a summary of accomplishments in the annual ISP and provide quarterly documentation to the Division that efforts are made to assist consumers towards alternative living options and the reduction of staffing support.

HABILITATION, GROUP HOME

Service Description

This service provides a variety of interventions designed to maximize the functioning of consumers. Services may include but are not limited to: habilitative therapies, special developmental skills, behavior intervention, and sensory-motor development.

Service Setting

1. This service is provided to consumers in a residential setting who have a variety of needs, including behavioral, physical and medical challenges. These settings typically serve two to six consumers with supervision needs from minimal to intense. Consumers may have intense behavioral challenges or may be dually diagnosed; thus requiring highly trained staff.
2. This service shall not be provided when the consumer is hospitalized.

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 consumer.
2. To enable the consumer 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 for the consumer to increase or maintain his/her self-help, socialization, and adaptive skills to reside and participate successfully in his/her own community.
4. To develop positive relationships for consumers and their families.
5. To provide opportunities for consumers to interact socially with family, friends and the community at large, including providing information regarding and facilitating access to community resources.
6. To assist the consumer in achieving and maintaining a quality of life that promotes the consumer's vision of the future.

Service Objectives

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

1. In accordance with the consumer's ISP processes, develop an individualized support plan, including:
 - 1.1 Establish habilitation-related service objectives based on assessment data and input from the consumer and the consumer's representative(s) which will allow the consumer to achieve his/her long term vision.
 - 1.2 Develop a specific training/teaching strategy for each objective, e.g., schedule for implementation, frequency of services, teaching strategies, data collection methods.
 - 1.3 Based upon the presence or absence of measurable progress, make changes to objective(s) and/or strategies, as agreed upon by the ISP team.
2. As identified in the consumer's ISP and support plan, 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 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 consumer are being met, including providing follow up as requested by the consumer's primary care physician or medical specialist;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting consumers in following special diets, exercise routines, or other therapeutic regimes;
 - 2.5 Mobility training, alternative or adaptive communication training;
 - 2.6 Providing general supervision to the consumer; and
 - 2.7 Opportunities for training and/or practice in basic consumer 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 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 consumer 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 consumers to participate in community activities and facilitate consumer utilization of community resources.

6. Provide transportation to support the consumer 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 acquisition of skills necessary to access community transportation resources.
7. Develop a monthly on-site/community integrated schedule of daily activities and document consumers' direct input into the monthly schedule. Daily activities and schedules are based on consumer choice, developmental level, ISP goals, and enrichment of life experiences. Allow for reasonable choice in activity participation, and offer alternative activities. This schedule shall be available to consumers, consumer representatives, 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, and schools are coordinated to meet the needs of the consumers served.
9. Provide room and board services.

Service Utilization Guidelines

1. Utilization and authorization of services for each site will be determined based on the collective needs of all of the consumers 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 consumers living in the home. This process should be a cooperative one that includes input from the Qualified Vendor. All changes must be re-authorized.
2. The DDD Program Administrator/Manager or designee shall approve any authorized hours in excess of Range 8 on the Daily Rates schedule for Habilitation, Group Home.

Rate

1. Published.
2. The daily rate for this service is based on Staff Hour unit of service. Staff Hours are the hours provided by the Qualified Vendor that the Division authorizes the Qualified Vendor to schedule and provide at the service site to assure health, safety, and the delivery of habilitation services to the residents.
3. The Division will make payments to the Qualified Vendor on the *per diem* basis based on the hourly rate for the Staff Hour unit of service, the number of residents in the home, and the direct service hours provided up to the number of authorized direct service hours for the home. The adopted rate on the Daily Rates schedule includes incontinent supplies

or nutritional supplements as indicated.

- 3.1 The Qualified Vendor shall not bill the Division for incontinent supplies when the consumer:
 - Is eligible for ALTCS or AHCCCS acute care coverage, and
 - Is age 3 or older but less than 21, and
 - Has a disability that causes incontinence, and
 - Has a prescription from his/her physician for incontinence supplies.
 - 3.2 Incontinence supplies for consumers identified in 3.1 are available from the consumer's acute care health plan.
 - 3.3 Incontinence supplies for consumers not identified in 3.1 are subject to prior approval from the Division. The modified rates will be approved by the Division for each consumer on a case-by-case basis.
4. The Daily Rates schedule for Habilitation, Group Home contains a series of tables depicting the Daily Rates. Each table represents a level of staffing with the number of direct service hours that are authorized by the Division to be provided by the Qualified Vendor at a particular group home during a week. A week is a consecutive seven day stretch of time that begins at midnight on Sunday and ends at 11:59 p.m. the following Saturday. The number of hours specified in each range represents the number of direct service hours the Qualified Vendor must provide in a week in order to bill the *per diem* rates associated with that range. These Daily Rates are statewide for all Habilitation, Group Home services.
 5. The Qualified Vendor shall invoice for payment for each consumer the *per diem* rate on the Daily Rates schedule for Habilitation, Group Home that reflects the number of residents in the group home and the range of hours provided in a week that reflect the lesser of 1) the authorized direct service hours, or 2) the actual direct service hours delivered. The Qualified Vendor may calculate the weekly direct service hours weekly, or may calculate a monthly average of weekly direct service hours at the end of the month for that month.
 6. If the Qualified Vendor elects to calculate a monthly average of weekly direct service hours at the end of the month, the Qualified Vendor shall determine the total number of direct service hours in a given month and determine the average number of direct service hours per week by dividing (the total number of direct service hours in a month) by (the number of weeks in a month).
 - If there are 31 days in a month, then the number of weeks in a month is 4.43
 - If there are 30 days in a month, then the number of weeks in a month is 4.29
 - If there are 29 days in a month, then the number of weeks in a month is 4.14
 - If there are 28 days in a month, then the number of weeks in a month is 4.00

7. The *per diem* rates paid to a Qualified Vendor with multiple homes will vary among homes according to the authorized direct service hours, actual direct service hours provided, and number of residents at each group home.

8. Because direct service hours provided can vary by week (if the Qualified Vendor does not elect to calculate a monthly average of weekly direct service hours), and the number of occupants can vary both by week and within a week, the Qualified Vendor may bill more than one *per diem* rate for each resident on their monthly invoice, but none of the rates billed shall be in excess of the rate which reflects the number of authorized direct service hours.
9. The Qualified Vendor shall use the actual resident occupancy to determine the *per diem* rate to be billed to the Division. The actual resident occupancy includes all residents, whether or not they are funded by the Division. The Qualified Vendor must notify the DDD Program Administrator/Manager or designee about movement into or out of a home by any resident, whether or not funded by the Division. The Division shall determine if direct service hours will be adjusted on a temporary or permanent basis to reflect the need for direct service hours.
10. If a resident is not in the group home facility on a particular day, the Qualified Vendor shall not bill the Division for this resident. In this situation, the Qualified Vendor shall bill the Division the *per diem* rate for the actual number of Division-funded residents.

Examples below illustrate some of the scenarios that the Qualified Vendor may come across over the course of providing direct service services to their consumers. **NOTE:** In the examples presented below, all figures are obtained from the RateBook dated January 1, 2006 available on the Division's website.

Example 1: Typical Billing

Using Range 6 of the Daily Rates schedule for Habilitation, Group Home as reflective of both the authorized range and the number of direct service hours delivered, and assuming five residents were present in the group home, the applicable *per diem* rate per resident would be \$82.51.

Example 2: Qualified Vendor Provides More/Fewer Hours than Authorized

Using Range 8 of the Daily Rates schedule for Habilitation, Group Home as reflective of the authorized range, the Qualified Vendor is authorized to provide between 190 and 210 hours of direct service per week. As long as the Qualified Vendor's direct service hours are within this range (whether those hours are actual weekly direct service hours or are a monthly average of weekly direct service hours), the Qualified Vendor will bill the division a *per diem* rate equivalent to that shown in Range 8. If, however, the Qualified Vendor delivers 185 direct hours, or fewer than the low end of Range 8, the Qualified Vendor will bill the *per diem* rate at Range 7, or the range reflecting the actual direct service hours that were delivered.

On the other hand, if the Qualified Vendor delivers 215 of direct service hours (whether those hours are actual weekly direct service hours or are a monthly average of weekly direct service hours), or more than those authorized in Range 8 (equivalent to 210 hours), the Qualified Vendor will continue to bill the *per diem* rate at Range 8, or the range reflecting the direct service hours that were authorized by the Division.

Example 3: Different Number of Residents

Using Range 6 of the Daily Rates schedule for Habilitation, Group Home as reflective of both the authorized range and the number of direct service hours delivered, and assuming five residents were present in the group home, the applicable *per diem* rate per resident would be \$82.51.

Assume on day two of the week one resident leaves, until an adjustment is made and unless the Qualified Vendor reduces the number of direct service hours for the remaining four residents, the Qualified Vendor shall bill the Division a *per diem* rate based the authorized range of hours (Range 6) and four residents. Therefore, starting with day two of the week and until an adjustment is made in the authorized direct service hours, the Qualified Vendor shall bill the Division a *per diem* rate of \$103.14.

Unit of Service

One unit of service equals one hour (60 minutes) of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and can be verified by consumer attendance records and includes transportation time spent with consumers during daily activities. This unit of service is converted to a daily rate for billing purposes.

Direct Service Staff Qualifications

Direct service staff must:

1. Have at least three months experience implementing and documenting performance in individual programs (specific training strategies);
2. Have both three 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 months of habilitation services under the direct supervision of an individual who is qualified to provide habilitation as described above.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall maintain a copy of the support plan on file and make it available to the consumer/family/consumer's representative and/or Division upon request.
2. The Qualified Vendor shall submit monthly progress reports, including a written summary describing the specific service activities and the performance data that identifies the consumer's progress toward achievement of the established objectives, within ten business days of the close of the month to the consumer's support coordinator and the consumer/family/consumer's representative.
3. The Qualified Vendor must maintain on file consumer attendance reports and proof of hours worked by their direct service staff, e.g. staff time sheets.
4. The Qualified Vendor shall provide monthly reports of all health care appointments and results to the responsible party.
5. The Qualified Vendor shall ensure a log of personal belongings of consumers served is maintained and continually updated. The Qualified Vendor will also submit to the consumer's representative a monthly accounting of expenditures per the individual spending plan.

HABILITATION, NURSING SUPPORTED GROUP HOME

Service Description

This service provides a variety of interventions designed to maximize the functioning of consumers. Services may include but are not limited to: habilitative therapies, special development skills, behavior intervention, sensory-motor development, and skilled nursing assessments and intervention.

The focus of this residential service is to meet the needs of consumers that require continuous medical intervention that requires the oversight of a registered nurse (RN).

Service Setting

1. This service is provided to consumers in a residential setting that typically serves four to six consumers who require the oversight of an RN.
2. This service shall not be provided when the consumer is hospitalized.

Service Goals and Objectives

Service Goals

1. To provide a broad array of support services, including skilled nursing assessments and interventions, to promote the physical, emotional, and mental well being of the consumer.
2. To enable the consumer to acquire knowledge and skills and to be a valued member of his/her community.
3. To provide training and supervision for the consumer to increase or maintain his/her self-help, socialization, and adaptive skills to reside and participate successfully in his/her own community.
4. To develop positive relationships and support for consumers and their families.
5. To provide opportunities for consumers to interact socially with family, friends, and the community at large, including providing information regarding and facilitating access to community resources.
6. To assist the consumer in achieving and maintaining a quality of life that promotes the consumer's vision of the future.

Service Objectives

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

1. In accordance with the consumer's ISP processes, develop an individualized support plan, including:
 - 1.1 Establish habilitation-related service objectives based on assessment data and input from the consumer and the consumer's representative(s) which will allow the consumer to achieve his/her long term vision.
 - 1.2 Develop a specific teaching/training strategy for each objective, e.g., schedule for implementation, frequency of services, teaching strategies, data collection methods.
 - 1.3 Based upon the presence or absence of measurable progress, make changes to objective(s) and/or strategies, as agreed upon by the ISP team.
2. As identified in the consumer's ISP and support plan, 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 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 consumer are being met, including providing follow up as requested by the consumer's primary care physician or medical specialist;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting consumers in following special diets, exercise routines, or other therapeutic regimes;
 - 2.5 Mobility training, alternative or adaptive communication training;
 - 2.6 Providing general supervision to the consumer; and
 - 2.7 Opportunities for training and/or practice in basic consumer 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 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 consumer 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 consumers to participate in community activities and facilitate consumer utilization of community resources.

6. Provide transportation to support the consumer 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 acquisition of skills necessary to access community transportation resources.
7. Develop a monthly on-site/community integrated schedule of daily activities and document consumers' direct input into the monthly schedule. Daily activities and schedules are based on consumer choice, developmental level, ISP goals, and enrichment of life experiences. Allow for reasonable choice in activity participation, and offer alternative activities. This schedule shall be available to consumers, consumer representatives, 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, and schools are coordinated to meet the needs of the consumers served.
9. Provide room and board.
10. Ensure that services are prescribed by a qualified, licensed physician and that other professional nursing tasks are provided by an RN or a licensed practical nurse (LPN).

Service Utilization Guidelines

1. Utilization and authorization of services for each site will be determined based on the individual needs of each consumer 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 consumers living in the home. This process should be a cooperative one that includes input from the Qualified Vendor. All changes must be re-authorized.
2. Prior to initiation of this service and at least annually thereafter (more frequently if required by the Division), a nursing support assessment shall be performed by the Division's managed care unit. Initiation and/or continuation of this service may depend on AHCCCS' approval of the cost-effectiveness plan.

Rate

1. Published.
2. The Division will make payments to the Qualified Vendor based on the daily rate for each consumer at the authorized level. The adopted rate includes incontinent supplies or nutritional supplements as indicated.
 - 2.1 The Qualified Vendor shall not bill the Division for incontinent supplies when the consumer:
 - Is eligible for ALTCS or AHCCCS acute care coverage, and
 - Is age 3 or older but less than 21, and
 - Has a disability that causes incontinence, and
 - Has a prescription from his/her physician for incontinence supplies.
 - 2.2 Incontinence supplies for consumers identified in 2.1 are available from the consumer's acute care health plan.
 - 2.3 Incontinence supplies for consumers not identified in 2.1 are subject to prior approval from the Division. The modified rates will be approved by the Division for each consumer on a case-by-case basis.
3. If the resident is not in the group home facility for a particular day, the Qualified Vendor shall not bill the Division for this resident.

Unit of Service

One unit of service equals one day (24 hours) of service time. A day begins at midnight and ends at 11:59 p.m. Unit of service includes transportation time spent with consumers during daily activities.

Qualifications

1. Direct service staff must:
 - 1.1 Have at least three months experience implementing and documenting performance in individual programs (specific training strategies);
 - 1.2 Have both three months experience in providing either respite or personal care and have received training, approved by the Division, in implementing and documenting performance;
 - 1.3 Perform three months of habilitation services under the direct supervision of an individual who is qualified to provide habilitation as described above; or
 - 1.4 Be a registered nurse (RN) or licensed practical nurse.
2. The home must be under the general supervision of an RN.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall maintain a copy of the support plan on file and make it available to the consumer/family/consumer's representative and/or Division upon request.
2. The Qualified Vendor shall submit monthly progress reports, including a written summary describing the specific service activities and the performance data that identifies the consumer's progress toward achievement of the established objectives, within ten business days of the close of the month to the consumer's support coordinator and the consumer/family/consumer's representative.
3. The Qualified Vendor must maintain on file consumer attendance reports and proof of hours worked by their direct service staff, e.g. staff time sheets.
4. The Qualified Vendor shall provide monthly reports of all health care appointments and results to the consumer's representative.

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5. The Qualified Vendor shall ensure a log of personal belongings of consumers served is maintained and continually updated. The Qualified Vendor will also submit to the consumer's representative a monthly accounting of expenditures per the individual spending plan.

ROOM AND BOARD, ALL GROUP HOMES

Service Description

This service is a 24-hour per day service that provides for a safe and healthy living environment that meets the physical needs of the consumer.

Service Setting

1. This service may be provided in any licensed community residential setting other than a developmental home (child or adult).
2. This service shall not be provided when the consumer is hospitalized.

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 consumer.

Service Objectives

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

1. Ensure involvement of the consumer and/or his/her family in home furnishings/decor and any necessary modifications to optimize independence and personal preferences.
2. Ensure a safe and healthy living environment, which meets the physical and emotional needs of the consumer, is culturally appropriate and is available on a 24-hour basis.
3. Ensure the nutritional maintenance for consumers served by planning for and preparing nutritionally balanced meals in accordance with the consumer’s needs and in conjunction with the consumer’s preference.
4. If the Qualified Vendor provides habilitation services in a licensed community residential setting other than developmental homes (i.e., group homes, nursing supported group homes, and community protection and treatment group homes), provide room and board services to consumers residing in these licensed residential settings. Exceptions:
 - 4.1 When habilitation services are provided to consumers who are Native American and 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 consumer.

Service Utilization Guidelines

Reserved.

Rate

1. Published.
2. The Qualified Vendor shall bill the Division monthly using contracted *per diem* rates for each consumer funded by the Division. There are separate *per diem* rates for District 1, District 2, District 3, and one common *per diem* rate for Districts 4, 5 and 6. A Qualified Vendor with multiple facilities in different districts will have different *per diem* rates based on the Daily Rate Matrix for each district. Within each District, the *per diem* rates are based on the capacity contracted by the Division from a Qualified Vendor and actual occupancy at 11:59 p.m. of each day.
3. The Daily Rate Matrix is composed of Rows that represent the contracted capacity in a Qualified Vendor’s facility and Columns that represent the number of actual occupants. To determine the occupancy at a Qualified Vendor’s facility, all residents in that facility will be counted, whether or not they are funded by the Division. For example, if the Division contracts with a Qualified Vendor with a capacity of five for the needs of the Division, and there are four Division consumers in the facility and another resident who is not funded by the Division, the Qualified Vendor shall bill the Division a *per diem* rate based on the occupancy of five.
4. If a resident is absent from the Qualified Vendor’s facility, the Qualified Vendor shall bill the Division for this resident. However, the Qualified Vendor shall not bill the Division for vacancies. An absence is when the consumer is not at the Qualified Vendor’s facility but is expected to return. A vacancy is when a consumer is no longer a resident of the Qualified Vendor’s facility.

Unit of Service

One unit equals one day (24 hours). If the consumer is a resident at 11:59 p.m. on a given day, the Qualified Vendor may bill that day for that consumer.

Direct Service Staff Qualifications

Reserved.

Recordkeeping and Reporting Requirements

Reserved.

HOME HEALTH AIDE

Service Description

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

Service Setting

1. This service may be provided in the following settings:
 - 1.1 The consumer'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 consumer is hospitalized.
3. This service shall not be provided to consumers living in skilled nursing facilities or non-state operated ICFs/MR.

Service Goals and Objectives

Service Goals

To increase or maintain self-sufficiency of consumers.

Service Objectives

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

1. Obtain order from physician for home health aide services that is renewed every 62 days.
2. Under the supervision of a registered nurse (RN), develop a plan of care, which is reviewed with the registered nurse every 60 days and sent to the primary care physician (PCP) for approval, based on:
 - 2.1 The consumer's self-care skills; and
 - 2.2 The consumer's health condition.

3. Provide nursing-related services under the direction and supervision of a registered nurse (RN) to:
 - 3.1 Monitor a consumer's medical condition by:
 - 3.1.1 Monitoring and documenting vital signs, as well as reporting results to the supervising RN or physician;
 - 3.1.2 Changing dressings and/or bandages;
 - 3.1.3 Providing care to prevent decubitus; and
 - 3.1.4 Reinforcing nursing instructions.
 - 3.2 Provide health maintenance or continued treatment services 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;
 - 3.2.1.4 Dressing;
 - 3.2.1.5 Eating;
 - 3.2.1.6 Routine ambulation, transfers, range of motion activities or simple exercise programs;
 - 3.2.1.7 Combing/brushing and fixing hair;
 - 3.2.1.8 Skin care including hand and foot care;
 - 3.2.1.9 Shaving;
 - 3.2.1.10 Nail care;
 - 3.2.1.11 Dental/oral hygiene; and
 - 3.2.1.12 Assisting with use of special appliances and/or prosthetic devices.
 - 3.2.2 Assisting the consumer in self-administration of medication.
 - 3.2.3 Assisting the consumer to maintain sufficient nutritional and fluid intake.
 - 3.3 Assist in activities of daily living by:
 - 3.3.1 Providing information about nutrition;
 - 3.3.2 Cleaning consumer's living area;
 - 3.3.3 Doing consumer's laundry;
 - 3.3.4 Shopping;
 - 3.3.5 Banking; and
 - 3.3.6 Cooking for consumer as necessary.
 - 3.4 Under the supervision/direction of the RN, teach consumers and families how to perform home health tasks.
 - 3.5 Under the direction of the RN, inform the consumer's designated managed care nurse about other appropriate services when there are additional medical problems or social problems identified during the course of service delivery in order to reassess appropriate level of care/services.

Service Utilization Guidelines

1. This service will be authorized based on the nursing needs assessment conducted by the Division's managed care unit.
2. The Division's managed care unit will do nursing assessments at least annually, or more frequently if determined by the Division, to reassess need for this service.
3. This service may not be provided on the same day Attendant Care or Housekeeping is provided.

Rate

Published.

Unit of Service

1. The basis of payment for this service is an hourly unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - If services were provided for 65 minutes, bill for 1 hour.
 - If services were provided for 68 minutes, bill for 1.25 hour.
 - If services were provided for 50 minutes, bill for 0.75 hour.
2. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the Qualified Vendor basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff person at the same time.

Qualifications

1. The Qualified Vendor must be a home health agency licensed by the Arizona Department of Health Services and certified by Medicare.
2. Qualified Vendor personnel who provide home health aide services must meet the qualifications pursuant to 42 CFR Part 484.4.
3. Home health aide service must be provided by an aide who is supervised by a registered nurse (RN) or by a licensed practical nurse (LPN) who is supervised by an RN. The supervisor must conduct home visits at least every 60 days.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall have monthly meetings with the Division's managed care nurse and/or provide monthly progress report reports to the managed care nurse. The managed care nurse will provide this information to the support coordinator. At this time the Qualified Vendor shall provide the managed care nurse with a copy of the signed plan of treatment.
2. The plan of treatment shall be kept current and signed, and a copy will be sent to the consumer's support coordinator via the managed care nurse to be incorporated into the consumer's case management file.
3. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

NURSING

Service Description

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

Service Setting

1. This service may be provided in the following settings:
 - 1.1 A consumer'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 consumer is hospitalized.
3. This service shall not be provided to consumers living in skilled nursing facilities or non-state operated ICFs/MR.

Service Goals and Objectives

Service Goals

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

Service Objectives

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

1. After the consumer's primary care physician (PCP), or attending physician of record, has provided orders for nursing services, assess skilled needs 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 primary care physician that contains the diagnosis and scope of skilled nursing needs, and medical orders, as needed.

- 1.2 Utilizing sound, current principles of diagnosis and assessment, evaluate the consumer's nursing needs to include:
 - 1.2.1 A review of current medical files, provided by the Qualified Vendor, all pertinent health-related information and communicate with the managed care nurse and/or support coordinator, families, and ISP team members as needed to identify potential health needs and current health status of the consumer; and
 - 1.2.2 An assessment of the consumer in relation to physical (for example need for skin care, respiratory therapy, etc.), developmental, behavioral, and mental health dimensions.
 - 1.3 Develop a plan of treatment that includes:
 - 1.3.1 Nursing care plans based on sound principles of diagnosis and assessment. The team member process shall be utilized to adequately assess the consumer's needs and to develop nursing diagnosis.
 - 1.3.2 The physician's orders.
 - 1.4 Observe and evaluate the consumer's response to treatment and review plan of treatment and nursing care plan as directed or as needed. All personnel shall incorporate information to deliver optimal care to the consumer.
2. Provide intermittent (short-term) or continuous skilled nursing services, as assessed and outlined in the nursing plan of care and supported by the consumer's PCP or attending physician of record. Staff utilized to provide nursing services will be licensed professional nursing personnel, either a registered nurse (RN) or a licensed practical nurse (LPN), who is under the direct supervision of a RN.
- 2.1 Based upon physician orders and the nursing plan of care, provide direct services including, but not limited to:
 - 2.1.1 Injections;
 - 2.1.2 Intravenous (IV) treatments;
 - 2.1.3 Insertions of catheters;
 - 2.1.4 Respiratory therapy/respiratory treatments;
 - 2.1.5 Treatment for pressure sores;
 - 2.1.6 Care of surgical wounds;
 - 2.1.7 Nasal gastric feedings;
 - 2.1.8 Tracheotomy care;
 - 2.1.9 Parenteral Nutrition (TPN);
 - 2.1.10 Oxygen;
 - 2.1.11 Broviac catheter;
 - 2.1.12 Rectal medications for seizures; and
 - 2.1.13 Peritoneal dialysis.
 - 2.2 Plan of treatment shall be implemented and followed utilizing sound principles of diagnosis and assessment.

- 2.3 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 the routine well known to the nursing process. Only a RN shall administer intravenous medications.
 - 2.3.1 Ensure that all medications are completely and accurately labeled per current plan of treatment; and monitor use of medication with relation to prescription.
 - 2.4 Assist with counseling to help the consumer.
 - 2.5 When required, render emergency care.
 - 2.6 Perform and document skin assessments.
 - 2.7 Assist in activities of daily living by:
 - 2.7.1 Assisting with personal care tasks;
 - 2.7.2 Providing information about nutrition;
 - 2.7.3 Doing light cleaning in the consumer's living area;
 - 2.7.4 Doing consumer's laundry; and
 - 2.7.5 Cooking for consumer as necessary.
 - 2.8 As necessary, provide physical or mental rehabilitation through restorative nursing functions and various therapies, encouraging consumers to focus on their abilities and assist them with maximizing usage of assistive devices.
3. Provide support to the plan of treatment and nursing care plan with a focus on prevention and health promotion to consumer, family and/or their support systems, taking into account the consumer and the family's values and cultural beliefs.
- 3.1 To insure maximum success of the plan of treatment and nursing care plan:
 - 3.1.1 Provide training on nursing procedures and treatment to the consumer, 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 consumer on appointments to discuss special health concerns;
 - 3.1.4 Make telephone contact with physicians or health agencies to address specific health needs;
 - 3.1.5 Consult with the educational community on behalf of the consumer, as necessary, and when necessary provide training to educators;
 - 3.1.6 Assist the family in making referrals to primary care physicians or other appropriate professionals for examinations and diagnostic procedures, as deemed necessary; and
 - 3.1.7 Coordinate delivery of needed services to consumers, families and support systems.
 - 3.2 Within the context of the plan of treatment, the nursing care plan and the consumer's health needs, provide education to consumer, family and/or support system regarding health care identified needs, including:
 - 3.2.1 How to work with the primary care physician 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 consumer's response to all.
 - 3.3 Collaborate with other health professionals and health care team members to meet identified consumer/family needs.
- 4. As requested participate in training, when applicable, or, as required, provide training and technical assistance to Division staff and other appropriate individuals.
 - 4.1 Nursing personnel shall be responsible for meeting monthly with Division managed care nurses to review the plan of treatment and the nursing care plan, maintaining regular contact with Division managed care nurses, and determining current priorities.
 - 4.2 Nursing personnel may be directed to participate in orientation or other in-service training.
 - 4.3 Nursing personnel may be directed to participate in the development of policies and procedures relevant to other stated objectives.
 - 4.4 Nursing personnel may be requested to consult with the support coordinator, medical supply representatives and other professional and paraprofessional staff on the features and design of special equipment that the consumer may need.
 - 4.5 Nursing personnel may be requested to prepare 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 to the consumer's care needs and be updated on an as needed basis. (Nurses providing care to a person 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 brought to the attention of the supervisor immediately, 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 disaster 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 AHCCCS Administration.

Service Utilization Guidelines

1. Nursing will be authorized based on the nursing needs assessment conducted by the Division's managed care unit.
2. This service is provided on an intermittent (short-term) or continuous basis. The allocation of nursing service hours is authorized by the managed care nurse, based on the nursing assessment, which will be included in the consumer's ISP.
3. The Division's managed care unit 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 consumer's primary care physician (PCP) or physician of record. The written physician orders will be renewed every 62 days (bimonthly).

Rate

1. Published.
2. The Division has established modified rates for Nursing, Short Term and Nursing, Continuous for when the Qualified Vendor or direct service staff must travel 50 or more miles one way to provide this service to a consumer. While the Division prefers to have nurses close to a consumer's home, it is anticipated that occasionally there will be consumers who live where there are no nurses close by and nurses must travel 50 or more miles one way to provide services. If the Qualified Vendor or direct service staff must travel 50 or more miles one way to provide services, for each unit of service delivered on each discrete trip the Qualified Vendor shall bill the Division the rate that corresponds to the traveled distance as provided in the rate book. The distance is calculated from the Qualified Vendor's principle place of business to the location of the nursing service (generally the consumer's home). These modified rates may also be used for multiple clients.

Unit of Service

1. The basis of payment for Nursing, Short Term is an hourly unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - If services were provided for 65 minutes, bill for 1 hour.
 - If services were provided for 68 minutes, bill for 1.25 hour.
 - If services were provided for 50 minutes, bill for 0.75 hour.

2. If the Qualified Vendor provides nursing for 16 or more hours in one day, this is considered to be Nursing, Continuous. One unit of service for Nursing, Continuous equals one day (16 or more hours in a 24-hour period) of direct service. A Qualified Vendor billing for Nursing, Continuous shall bill for the appropriate number of days of service and include the actual cumulative hours of service provided on the billing document as required by the Division.

If the Qualified Vendor provides nursing for 24 hours and the same nurse provides the service and is able to sleep eight hours, this is billed as Nursing, Continuous. However, if the needs of the consumer require 24 hours of awake skilled care, then this is billed as Nursing, Short Term.

Skilled hourly nursing and nursing respite may be combined. However, if the primary caregivers are out of the home for 24 hours or more, the skilled hourly nursing becomes respite and is billed as Nursing, Continuous.

3. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff person at the same time.

Qualifications

The Qualified Vendor shall be:

1. A home health agency licensed by the Arizona Department of Health Services and certified by Medicare utilizing RNs and LPNs, under the direction and supervision of an RN for both short-term or continuous nursing care;
2. A home health agency licensed by the Arizona Department of Health Services utilizing RNs and LPNs, under the direction and supervision of an RN, for continuous nursing care and RNs only when doing short-term nursing care; or
3. An independent nurse approved and authorized by the Division who works through a private duty home health agency.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall have monthly meetings with the Division's managed care nurse and/or provide monthly progress reports to the managed care nurse. The managed care nurse will provide this information to the support coordinator. At this time the Qualified Vendor shall provide the managed care nurse with a copy of the signed plan of treatment.
2. The plan of treatment shall be kept current and signed, and a copy will be sent to the consumer's support coordinator via the managed care nurse to be incorporated into the consumer's case management file.
3. All physician orders shall be maintained in each consumer's file and a copy sent to the Division representative.
4. The Qualified Vendor will give consumer-specific documentation to the Division upon request.
5. The Qualified Vendor shall retain documentation of all training including copies of CPR certification in the Qualified Vendor's files.
6. The Qualified Vendor must maintain on file proof of hours worked by their staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.
7. The Qualified Vendor will notify the Division/District when skilled needs change in between the 62 day plan period.

8. The staff providing nursing services are responsible for all documentation of the consumer's care, including skilled nursing care such as suctioning, tracheotomy changes, medications, etc.
 - 8.1 Documentation of ISP team members exchanges of information pertaining to nursing shall be written in the nurse's notes on each consumer discussed and documented at the team meeting by attendee signature.

OCCUPATIONAL THERAPY

Service Description

This service directs the participation of consumers over age three in selected activities to restore, maintain or improve functional skills.

Service Setting

1. This service may be provided in the following settings:
 - 1.1 The consumer's home;
 - 1.2 A group home;
 - 1.3 A developmental home (child or adult);
 - 1.4 A skilled nursing facility;
 - 1.5 An ICF/MR; or
 - 1.6 The Qualified Vendor's office/center.

2. This service shall not be provided when the consumer is hospitalized.

Service Goals and Objectives

Service Goals

To accomplish the functional outcomes/goals identified by the consumer and his/her family/the consumer's representative through the ISP team planning process.

Service Objectives

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

1. Complete or obtain an evaluation/assessment of the consumer's skills and needs in the following areas:
 - 1.1 Fine motor;
 - 1.2 Sensory-motor;
 - 1.3 Oral motor/feeding;
 - 1.4 Reflexes, muscle tone;
 - 1.5 Functional living skills; and
 - 1.6 Equipment needs.

2. In conducting the evaluation/assessment:
 - 2.1 Include an interview with consumer's family or the consumer's representative, utilize questionnaires, standardized test procedures, direct observations and consultation with or involvement of others. As part of the interview, the family or consumer's representatives provides input regarding daily routines, supports, strengths and concerns.
 - 2.2 Review and discuss assessment results with the consumer, family, consumer's representative, support coordinator and others.
 - 2.3 Provide information to the consumer/family/consumer's representative about activities to be carried out within the consumer's daily routine. A summary of these activities must be included in the written report.
3. Collaborate with parents, consumer representatives, teachers, paraprofessionals and others involved with the consumer to develop the ISP and to ensure a comprehensive and coordinated ISP for the consumer.
4. Recommend integrated functional activities and instruct consumers and/or parents, consumer representatives, teachers, paraprofessionals and others involved to incorporate these activities into the daily routines, in support of the ISP outcomes/objectives/goals.
5. Provide intervention and treatment that requires the skills as a licensed occupational therapist to implement outcomes/objectives/goals of the ISP.
6. Collaborate with others (including the school programs and other therapists), train families/the consumer's representative, review programs, and attend the ISP meeting. Contact with school therapists must be made to ensure consistency across environments without duplication of service. Techniques or modalities should support one another and not contraindicate each other.

Service Utilization Guidelines

1. Evaluation/assessment alone cannot determine the need for occupational therapy services. Outcomes/objectives/goals are established at the ISP meeting. The ISP team determines who or what service is most appropriate to implement the outcomes/objectives/goals. Any outcome/objective/goal can be addressed in a number of ways.
2. The Qualified Vendor/direct service staff may recommend a level of therapy, but the ISP team determines the level based on the family/consumer circumstances.
3. Levels of service should be flexible in order to meet the changing needs of a consumer and the family.

4. Goals will be identified and developed within the context of the ISP team so that the consumer will receive consistency across environments (home and community). Supports and services should build upon natural relationships and be delivered in settings and ways that support daily routines. Informational support will be provided on a regular basis to consumers/families/consumer representatives.
5. The Qualified Vendor/direct service staff should make recommendations for needed equipment, help obtain equipment and train family/consumer's representative in use and maintenance. The Qualified Vendor/direct service staff will monitor equipment as appropriate.
6. Services should be time limited.
7. To continue service, progress and family/consumer representative follow through should be documented.
8. The Qualified Vendor/direct service staff will review the need for ongoing therapy and adjust recommendations for level of intervention/treatment and modify or discontinue when a skilled therapist is no longer necessary.
9. The Qualified Vendor/direct service staff shall provide therapies according to the consultation/coaching model. The therapist will make every effort to provide services with a family member, caretaker or designee present. In circumstances that the service is delivered in a clinical setting, the same applies, or other personnel may be present in the same clinic. This is not applicable to adult, competent clients.

Rate

Published.

Unit of Service

1. One unit of evaluation equals one visit for evaluation.
2. The basis of payment for this service other than evaluation is an hourly unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - If services were provided for 65 minutes, bill for 1 hour.
 - If services were provided for 68 minutes, bill for 1.25 hour.
 - If services were provided for 50 minutes, bill for 0.75 hour.

3. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff person at the same time.

Direct Service Staff Qualifications

Direct service staff shall meet all applicable licensure requirements in order to provide occupational therapy services, including:

1. Occupational therapy services must be provided by a person licensed by the Arizona Board of Occupational Therapy Examiners pursuant to Arizona Revised Statutes, Title 32, and Chapter 34.
2. Occupational therapists utilizing Certified Occupational Therapy Assistants must adhere to supervision licensure requirements from the Arizona Board of Occupational Therapy Examiners pursuant to Arizona Revised Statutes, Title 32, and Chapter 34.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall submit an evaluation report to the support coordinator within three weeks of the evaluation. The report will adhere to the Division's therapy policy.
2. The Qualified Vendor shall submit a quarterly progress report to the support coordinator within 15 days of the end of the quarter. The report will adhere to the Division's therapy policy.
3. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

OCCUPATIONAL THERAPY EARLY INTERVENTION

Service Description

This service directs the participation of a consumer from birth to age three in selected activities to restore, maintain and improve functional skills.

Service Setting

1. To the maximum extent appropriate to the needs of the child this service must be provided in natural environments. Natural environments means settings that are natural or normal to the child's same age peers who have no disabilities; this includes the home and community settings, such as a park, restaurant, child care provider, etc. in which children without disabilities participate.
2. The Individualized Family Service Plan (IFSP) team may choose other than a natural environment only when the outcomes cannot be met providing this service in natural environments.
3. In these few situations where the team decides that it is impossible to meet an outcome in a natural environment, it must provide justification for its decision and a plan and a timeline to provide this service in a natural environment.

Service Goal and Objectives

Service Goals

1. To support and enhance the resources of the family to promote their child's development and participation in family and community life.
2. To focus on functional and meaningful outcomes for families and children who, as they grow, will continue to make decisions that support their independence and involvement with their community and the activities that interest and fulfill them.
3. To assist the family and other caregivers in providing learning opportunities that facilitate their child's successful engagement in relationships, activities, routines, and events of everyday life.

Service Objectives

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

1. Participate in, conduct or obtain an evaluation of the child's development.
 - 1.1 The evaluation of the child's development shall include: (1) a review of pertinent records related to the child's current health status and medical history, and (2) a evaluation of the child's level of functioning and assessment of the unique needs of the child in each of the following developmental areas: cognitive development; physical development, including vision and hearing; communication development; social-emotional development; and adaptive development.
 - 1.2 Evaluation procedures must include consideration of how the child's developmental capabilities across domains impact the child's ability to (1) engage or participate; (2) develop social relationships; and (3) be independent.
 - 1.3 The evaluations must be conducted by qualified personnel who are trained to utilize appropriate and nondiscriminatory methods and procedures, including informed clinical opinion, to evaluate children from birth through 36 months.
 - 1.4 Evaluation procedures and materials selected must be administered in the native language of the parents or other mode of communication, unless it is clearly not feasible to do so, and not be racially or culturally discriminatory.
2. Collaborate with families, caregivers, support coordinators, and other early intervention professionals to develop and implement the Individualized Family Service Plan (IFSP).
 - 2.1 Assist the family in identifying their priorities, resources and interests related to their child's development. Discussion of family priorities, resources and interests is completely directed by the family and at their discretion.
 - 2.2 The IFSP team, including the occupational therapist, shall review and synthesize developmental information from all developmental assessment, evaluations, pertinent records, family report, observation and other sources of information.
 - 2.3 The IFSP team will identify functional, routine-based outcomes.
 - 2.4 The IFSP team will identify the supports and strategies that will assist the child and family to attain their Individualized Family Service Plan outcomes. The IFSP team shall ensure that all strategies identified in partnership with the family and caregivers are (1) relevant to the family's priorities, resources, and concerns, (2) directly linked to the functional, routines-based IFSP outcomes, and (3) based on a holistic understanding of child development.
3. Collaborate and consult with IFSP team members to ensure that all services, supports and strategies are coordinated and focus on assisting the families and caregivers to participate in desired activities.
4. Provide intervention and treatment that requires the skills as a licensed occupational therapist to implement outcomes/objectives/goals of the IFSP.

5. Participate in assessing progress toward IFSP outcomes.
 - 5.1 The occupational therapist, as a member of the Individualized Family Service Plan team, shall document and report progress toward outcomes systematically and use this information to develop, review and evaluate the Individualized Family Service Plan. The occupational therapist shall involve the family and other caregivers in assessing progress, both qualitatively and quantitatively.

Service Utilization Guidelines

1. Evaluation and assessment, standards of service delivery, and family's concerns, priorities and resources determine the outcomes identified in the IFSP.
2. The IFSP team determines who will assist the family and child in attaining the outcomes.
3. All IFSP team members contribute to the discussion of types and frequency of services and are not unilateral decision-makers.
4. Service delivery methods, times, days, locations should be flexible and meet the requirements of natural environments.
5. The Qualified Vendor/direct service staff should make recommendations for needed equipment, help obtain equipment and support the family in its use and maintenance. The Qualified Vendor/direct service staff will monitor equipment as appropriate.
6. The IFSP team will review the progress toward the IFSP outcomes and determine the appropriateness of services identified to meet the outcomes.
7. This service shall be authorized in accordance with Administrative Directive #77 "...if day treatment and training/special instruction is identified to meet a planned outcome the support coordinator shall first offer the family choice of day treatment and training/special instruction provider. If the plan also identifies therapy as a service to meet planned outcomes and the family's choice of provider for day treatment and training/special instruction also contracts through the Qualified Vendor process for any or all of the therapy services, the family shall automatically be assigned these services through this provider."
8. The Qualified Vendor/direct service staff shall deliver therapies according to the consultation/coaching model in a natural environment. The therapist will make every effort to provide services with a family member, caretaker or designee present. In circumstances that the service is delivered in a clinical setting, the same applies or other personnel may be present in the same clinic.

Rate

Published.

Unit of Service

1. One unit of evaluation equals one visit for evaluation.
2. The basis of payment for this service other than evaluation is an hourly unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - If services were provided for 65 minutes, bill for 1 hour.
 - If services were provided for 68 minutes, bill for 1.25 hour.
 - If services were provided for 50 minutes, bill for 0.75 hour.
3. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff person at the same time.

Qualifications

The Qualified Vendor shall meet all applicable licensure and the Arizona Early Intervention Program (AzEIP) Personnel Standards requirements in order to provide occupational therapy services, including:

1. Occupational therapy services must be provided by a person licensed by the Arizona Board of Occupational Therapy Examiners pursuant to Arizona Revised Statutes, Title 32, and Chapter 34.
2. Occupational therapists utilizing Certified Occupational Therapy Assistants must adhere to supervision licensure requirements from the Arizona Board of Occupational Therapy Examiners pursuant to Arizona Revised Statutes, Title 32, and Chapter 34.
3. The Qualified Vendor and each individual therapist must:
 - 3.1 Be registered with the Arizona Early Intervention Program and completed a program self-assessment.
 - 3.2 Work cooperatively with DES/DDD for the State and Federal monitoring of the statewide Early Intervention Program. Comply with all applicable DES/DDD and DES/AzEIP requirements, including the AzEIP policies and procedures.
 - 3.3 Comply with the AzEIP Professional Development System and meet the AzEIP Standards of Practice.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall submit an evaluation report to the support coordinator within three weeks of the evaluation. The report will adhere to the Division's therapy policy.
2. The Qualified Vendor shall submit a quarterly progress report to the support coordinator within 15 days of the end of the quarter. The report will document the relationship between the service and the outcome it is intended to achieve as identified on the IFSP and adhere to the Division's therapy policy.
3. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

PHYSICAL THERAPY

Service Description

This service directs participation by consumers over age three in selected activities to restore, maintain, or improve physical skills.

Service Setting

1. This service may be provided in the following settings:
 - 1.1 The consumer's home;
 - 1.2 A group home;
 - 1.3 A developmental home (child or adult);
 - 1.4 A skilled nursing facility;
 - 1.5 An ICF/MR; or
 - 1.6 The Qualified Vendor's office/center.

2. This service shall not be provided when the consumer is hospitalized.

Service Goals and Objectives

Service Goals

To accomplish the functional outcomes/goals identified by the consumer and his/her family/the consumer's representative through the ISP team planning process.

Service Objectives

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

1. Complete or obtain an evaluation/assessment of the consumer's skills and needs in the following areas:
 - 1.1 Gross motor;
 - 1.2 Muscle tone;
 - 1.3 Reflex testing (as appropriate); and
 - 1.4 Equipment needs.

2. In conducting the evaluation/assessment:
 - 2.1 Include an interview with the consumer's family or the consumer's representative, utilize questionnaires, standardized test procedures, direct observations and consultation with or involvement of others. As part of the interview, the family or

- consumer representative provides input regarding daily routines, supports, strengths and concerns.
- 2.2 Review and discuss assessment results with the consumer, family, consumer's representative, support coordinators and others.
 - 2.3 Provide information to the consumer/family/consumer's representative about activities to be carried out within the consumer's daily routine. A summary of these activities must be included in the written report.
3. Collaborate with parents, consumer representatives, teachers, paraprofessionals and others involved with the consumer to develop the ISP and to ensure a comprehensive and coordinated ISP for the consumer.
 4. Recommend integrated functional activities and instruct consumers and/or parents, consumer representatives, teachers, paraprofessionals and others involved to incorporate these activities into the daily routines, in support of the ISP outcomes/objectives/goals.
 5. Provide intervention and treatment that requires the skills as a licensed physical therapist to implement outcomes/objectives/goals of the ISP.
 6. Collaborate with others (including the school programs and other therapists), train families/consumer representatives, review programs, and attend the ISP meeting. Contact with school therapists must be made to ensure consistency across environments without duplication of service. Techniques or modalities should support one another and not contraindicate each other.

Service Utilization Guidelines

1. Evaluation/assessment alone cannot determine the need for occupational therapy services. Outcomes/objectives/goals are established at the ISP meeting. The ISP team determines who or what service is most appropriate to implement the outcomes/objectives/goals. Any outcome/objective/goal can be addressed in a number of ways.
2. The Qualified Vendor/direct service staff may recommend a level of therapy, but the ISP team determines the level based on the family/consumer circumstances.
3. Levels of service should be flexible in order to meet the changing needs of a consumer and the family.
4. Goals will be identified and developed within the context of the ISP team so that the consumer will receive consistency across environments (home and community). Supports and services should build upon natural relationships and be delivered in settings and ways that support daily routines. Informational support will be provided on a regular basis to consumers/families/consumer representatives.

5. The Qualified Vendor/direct service staff should make recommendations for needed equipment, help obtain equipment and train family/consumer's representative in use and maintenance. The Qualified Vendor/direct service staff will monitor equipment as appropriate.
6. Services should be time limited.
7. To continue service, progress and family/consumer representative follow through should be documented. Services should be discontinued as indicated.
8. The Qualified Vendor/direct service staff will review the need for ongoing therapy and adjust recommendations for level of intervention/treatment and modify or discontinue when a skilled therapist is no longer necessary.
9. The Qualified Vendor/direct service staff shall deliver therapies according to the consultation/coaching model. The therapist will make every effort to provide services with a family member, caretaker or designee present. In circumstances that the service is delivered in a clinical setting, the same applies or other personnel may be present in the same clinic. This is not applicable to adult, competent clients

Rate

Published.

Unit of Service

1. One unit of evaluation equals one visit for evaluation.
2. The basis of payment for this service other than evaluation is an hourly unit of direct service. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - If services were provided for 65 minutes, bill for 1 hour.
 - If services were provided for 68 minutes, bill for 1.25 hour.
 - If services were provided for 50 minutes, bill for 0.75 hour.
3. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff person at the same time.

Direct Service Staff Qualifications

Physical therapy services must be provided by a person licensed by the Arizona Board of Physical Therapy Examiners and who is a graduate of an “accredited physical therapy education program” curriculum accredited jointly by the Council on Medical Education of the American Medical Association and the American Physical Therapy Association.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall submit an evaluation report to the support coordinator within three weeks of the evaluation. The report will adhere to the Division’s therapy policy.
2. The Qualified Vendor shall submit a quarterly progress report to the support coordinator within 15 days of the end of the quarter. The report will adhere to the Division’s therapy policy.
3. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer’s representative as verification of hours served.

PHYSICAL THERAPY EARLY INTERVENTION

Service Description

This service directs the participation of a consumer from birth to age three in selected activities to restore, maintain and improve physical skills.

Service Setting

1. To the maximum extent appropriate to the needs of the child this service must be provided in natural environments. Natural environments means settings that are natural or normal to the child's same age peers who have no disabilities; this includes the home and community settings, such as a park, restaurant, child care provider, etc. in which children without disabilities participate.
2. The Individualized Family Service Plan (IFSP) team may choose other than a natural environment only when the outcomes cannot be met providing this service in natural environments.
3. In these few situations where the team decides that it is impossible to meet an outcome in a natural environment, it must provide justification for its decision and a plan and a timeline to provide this service in a natural environment.

Service Goal and Objectives

Service Goals

1. To support and enhance the resources of the family to promote their child's development and participation in family and community life.
2. To focus on functional and meaningful outcomes for families and children who, as they grow, will continue to make decisions that support their independence and involvement with their community and the activities that interest and fulfill them.
3. To assist the family and other caregivers in providing learning opportunities that facilitate their child's successful engagement in relationships, activities, routines, and events of everyday life.

Service Objectives

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

1. Participate in, conduct or obtain an evaluation of the child's development.
 - 1.1 The evaluation of the child's development shall include: (1) a review of pertinent records related to the child's current health status and medical history, and (2) a evaluation of the child's level of functioning and assessment of the unique needs of the child in each of the following developmental areas: cognitive development; physical development, including vision and hearing; communication development; social-emotional development; and adaptive development.
 - 1.2 Evaluation procedures must include consideration of how the child's developmental capabilities across domains impact the child's ability to (1) engage or participate; (2) develop social relationships; and (3) be independent.
 - 1.3 The evaluations must be conducted by qualified personnel who are trained to utilize appropriate and nondiscriminatory methods and procedures, including informed clinical opinion, to evaluate children from birth through 36 months.
 - 1.4 Evaluation procedures and materials selected must be administered in the native language of the parents or other mode of communication, unless it is clearly not feasible to do so, and not be racially or culturally discriminatory.
2. Collaborate with families, caregivers, support coordinators, and other early intervention professionals to develop and implement the Individualized Family Service Plan (IFSP).
 - 2.1 Assist the family in identifying their priorities, resources and interests related to their child's development. Discussion of family priorities, resources and interests is completely directed by the family and at their discretion.
 - 2.2 The IFSP team, including the physical therapist, shall review and synthesize developmental information from all developmental assessment, evaluations, pertinent records, family report, observation and other sources of information.
 - 2.3 The IFSP team will identify functional, routine-based outcomes.
 - 2.4 The IFSP team will identify the supports and strategies that will assist the child and family to attain their IFSP outcomes. The IFSP team shall ensure that all strategies identified in partnership with the family and other caregivers are (1) relevant to the family's priorities, resources, and concerns, (2) directly linked to the functional, routines-based IFSP outcomes, and (3) based on a holistic understanding of child development.
3. Collaborate and consult with IFSP team members in the provision of services to ensure that all services, supports and strategies are coordinated and focus on assisting families to participate in desired activities.
4. Provide intervention and treatment that requires the skills as a licensed physical therapist to implement outcomes/objectives/goals of the ISP.

5. Participate in assessing progress toward IFSP outcomes.
 - 5.1 The physical therapist, as a member of the Individualized Family Service Plan team, shall document and report progress toward outcomes systematically and use this information to develop, review and evaluate the Individualized Family Service Plan. The physical therapist shall involve the family and other caregivers in assessing progress, both qualitatively and quantitatively.

Service Utilization Guidelines

1. Evaluation and assessment, standards of service delivery, and family's concerns, priorities and resources determine the outcomes identified in the IFSP.
2. The IFSP team determines who will assist the family and child in attaining the outcomes.
3. All IFSP team members contribute to the discussion of types and frequency of services and are not unilateral decision-makers.
4. Service delivery methods, times, days, locations should be flexible and meet the requirements of natural environments.
5. The Qualified Vendor/direct service staff should make recommendations for needed equipment, help obtain equipment and support the family in its use and maintenance. The Qualified Vendor/direct service staff will monitor equipment as appropriate.
6. The IFSP team will review the progress toward the IFSP outcomes and determine the appropriateness of services identified to meet the outcomes.
7. This service shall be authorized in accordance with Administrative Directive #77 "...if day treatment and training/special instruction is identified to meet a planned outcome the support coordinator shall first offer the family choice of day treatment and training/special instruction provider. If the plan also identifies therapy as a service to meet planned outcomes and the family's choice of provider for day treatment and training/special instruction also contracts through the Qualified Vendor process for any or all of the therapy services, the family shall automatically be assigned these services through this provider."
8. The Qualified Vendor/direct service staff shall deliver therapies according to the consultation/coaching model in a natural environment. The therapist will make every effort to provide services with a family member, caretaker or designee present. In circumstances that the service is delivered in a clinical setting, the same applies or other personnel may be present in the same clinic.

Rate

Published.

Unit of Service

1. One unit of evaluation equals one visit for evaluation.
2. The basis of payment for this service other than evaluation is an hourly unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - If services were provided for 65 minutes, bill for 1 hour.
 - If services were provided for 68 minutes, bill for 1.25 hour.
 - If services were provided for 50 minutes, bill for 0.75 hour.
3. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff person at the same time.

Qualifications

The Qualified Vendor shall meet all applicable licensure and Arizona Early Intervention Program (AzEIP) Personnel Standards requirements in order to provide physical therapy services, including:

1. Physical therapy services must be provided by a person licensed by the Arizona Board of Physical Therapy Examiners and who is a graduate of an “accredited physical therapy education program” curriculum accredited jointly by the Council on Medical Education of the American Medical Association and the American Physical Therapy Association.
2. The Qualified Vendor and each individual therapist must:
 - 2.1 Be registered with the Arizona Early Intervention Program and completed a program self-assessment.
 - 2.2 Work cooperatively with DES/DDD for the State and Federal monitoring of the statewide Early Intervention Program. Comply with all applicable DES/DDD and DES/AzEIP requirements, including the AzEIP policies and procedures.
 - 2.3 Comply with the AzEIP Professional Development System and meet the AzEIP Standards of Practice.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall submit an evaluation report to the support coordinator within three weeks of the evaluation. The report will adhere to the Division's therapy policy.
2. The Qualified Vendor shall submit a quarterly progress report to the support coordinator within 15 days of the end of the quarter. The report will document the relationship between the service and the outcome it is intended to achieve as identified on the IFSP and adhere to the Division's therapy policy.
3. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

SPEECH THERAPY

Service Description

This service provides evaluations, program recommendations, and/or treatment/training in receptive and expressive language, voice, articulation and fluency for consumers age three and over.

Service Setting

1. This service may be provided in the following settings:
 - 1.1 The consumer's home;
 - 1.2 A group home;
 - 1.3 A developmental home (child or adult);
 - 1.4 A skilled nursing facility;
 - 1.5 An ICF/MR; or
 - 1.6 The Qualified Vendor's office/center.

2. This service shall not be provided when the consumer is hospitalized.

Service Goals and Objectives

Service Goals

To accomplish the functional outcomes/goals identified by the consumer and his/her family/the consumer's representative through the ISP team planning process.

Service Objectives

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

1. Complete or obtain an evaluation/assessment of the consumer's skills and needs in the following areas:
 - 1.1 Oral peripheral mechanism;
 - 1.2 Feeding;
 - 1.3 Current language levels;
 - 1.4 Phonation/respiration;
 - 1.5 Imitation, inner (cognitive) language, receptive and expressive language, sign language;
 - 1.6 Learning style, articulation and equipment needs; and
 - 1.7 Need for augmentative/assistive technology.

2. In conducting the evaluation/assessment:
 - 2.1 Include an interview with consumer's family or consumer's representative, utilize questionnaires, standardized test procedures, direct observations and consultation with or involvement of others. As part of the interview, the family or consumer's representative provides input regarding daily routines, supports, strengths and concerns.
 - 2.2 Review and discuss assessment results with the consumer, family, consumer's representative, support coordinators and others.
 - 2.3 Provide information to the consumer/family/consumer's representative about activities to be carried out within the consumer's daily routine. A summary of these activities must be included in the written report.
3. Collaborate with parents, consumer representatives, teachers, paraprofessionals and others involved with the consumer to develop the ISP and to ensure a comprehensive and coordinated ISP for the consumer.
4. Recommend integrated functional activities and instruct consumers and/or parents, consumer representatives, teachers, paraprofessionals and others involved to incorporate these activities into the daily routines, in support of the ISP outcomes/objectives/goals.
5. Provide intervention and treatment that requires the skills as a licensed speech therapist to implement outcomes/objectives/goals of the ISP.
6. Collaborate with others (including the school programs and other therapists), train families/consumer representatives, review programs, and attend the ISP meeting. Contact with school therapists must be made to ensure consistency across environments without duplication of service. Techniques or modalities should support one another and not contraindicate each other.

Service Utilization Guidelines

1. Evaluation/assessment alone cannot determine the need for occupational therapy services. Outcomes/objectives/goals are established at the ISP meeting. The ISP team determines who or what service is most appropriate to implement the outcomes/objectives/goals. Any outcome/objective/goal can be addressed in a number of ways.
2. The Qualified Vendor/direct service staff may recommend a level of therapy, but the ISP team determines the level based on the family/consumer circumstances.
3. Levels of service should be flexible in order to meet the changing needs of a consumer and the family.

4. Goals will be identified and developed within the context of the ISP team so that the consumer will receive consistency across environments (home and community). Supports and services should build upon natural relationships and be delivered in settings and ways that support daily routines. Informational support will be provided on a regular basis to consumers/families/consumer representatives.
5. The Qualified Vendor/direct service staff should make recommendations for needed equipment, help obtain equipment and train family/consumer's representative in use and maintenance. The Qualified Vendor/direct service staff will monitor equipment as appropriate.
6. Services should be time limited.
7. To continue service, progress and family/consumer representative follow through should be documented. Services should be discontinued as indicated.
8. The Qualified Vendor/direct service staff will review the need for ongoing therapy and adjust recommendations for level of intervention/treatment and modify or discontinue when a skilled therapist is no longer necessary.
9. The Qualified Vendor/direct service staff shall deliver therapies according to the consultation/coaching model. The therapist will make every effort to provide services with a family member, caretaker or designee present. In circumstances that the service is delivered in a clinical setting, the same applies or other personnel may be present in the same clinic. This is not applicable to adult, competent clients

Rate

Published.

Unit of Service

1. One unit of evaluation equals one visit for evaluation.
2. The basis of payment for this service other than evaluation is an hourly unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - If services were provided for 65 minutes, bill for 1 hour.
 - If services were provided for 68 minutes, bill for 1.25 hour.
 - If services were provided for 50 minutes, bill for 0.75 hour.

3. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff person at the same time.

Direct Service Staff Qualifications

Speech therapy services must be provided by:

1. A qualified Speech Language Pathologist that holds a license issued by the Arizona Department of Health Services (ADHS), or
2. A speech-language pathologist who has temporary license from ADHS and is completing a clinical fellowship year. He/she must be under the direct supervision of an ASHA certified speech-language pathologist. AHCCCS registration will be terminated at the end of two years if the fellowship is not completed at that time.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall submit an evaluation report to the support coordinator within three weeks of the evaluation. The report will adhere to the Division's therapy policy.
2. The Qualified Vendor shall submit a quarterly progress report to the support coordinator within 15 days of the end of the quarter. The report will adhere to the Division's therapy policy.
3. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

SPEECH THERAPY EARLY INTERVENTION

Service Description

This service provides evaluations, program recommendations, and/or treatment/training in receptive and expressive language, voice, articulation and fluency to consumers from birth to age three.

Service Setting

1. To the maximum extent appropriate to the needs of the child this service must be provided in natural environments. Natural environments means settings that are natural or normal to the child's same age peers who have no disabilities; this includes the home and community settings, such as a park, restaurant, child care provider, etc. in which children without disabilities participate.
2. The Individualized Family Service Plan (IFSP) team may choose other than a natural environment only when the outcomes cannot be met providing this service in natural environments.
3. In these few situations where the team decides that it is impossible to meet an outcome in a natural environment, it must provide justification for its decision and a plan and a timeline to provide this service in a natural environment.

Service Goals and Objectives

Service Goals

1. To support and enhance the resources of the family to promote their child's development and participation in family and community life.
2. To focus on functional and meaningful outcomes for families and children who, as they grow, will continue to make decisions that support their independence and involvement with their community and the activities that interest and fulfill them.
3. To assist the family and other caregivers in providing learning opportunities that facilitate their child's successful engagement in relationships, activities, routines, and events of everyday life.

Service Objectives

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

1. Participate in, conduct or obtain an evaluation of the child's development.
 - 1.1 The evaluation of the child's development shall include: (1) a review of pertinent records related to the child's current health status and medical history, and (2) a evaluation of the child's level of functioning and assessment of the unique needs of the child in each of the following developmental areas: cognitive development; physical development, including vision and hearing; communication development; social-emotional development; and adaptive development.
 - 1.2 Evaluation procedures must include consideration of how the child's developmental capabilities across domains impact the child's ability to (1) engage or participate; (2) develop social relationships; and (3) be independent.
 - 1.3 The evaluations must be conducted by qualified personnel who are trained to utilize appropriate and nondiscriminatory methods and procedures, including informed clinical opinion, to evaluate children from birth through 36 months.
 - 1.4 Evaluation procedures and materials selected must be administered in the native language of the parents or other mode of communication, unless it is clearly not feasible to do so, and not be racially or culturally discriminatory.
2. Collaborate with families, caregivers, support coordinators, and other early intervention professionals to develop and implement the Individualized Family Service Plan (IFSP).
 - 2.1 Assist the family in identifying their priorities, resources and interests related to their child's development. Discussion of family priorities, resources and interests is completely directed by the family and at their discretion.
 - 2.2 The IFSP team, including the speech language pathologist, shall review and synthesize developmental information from all developmental assessment, evaluations, pertinent records, family report, observation and other sources of information.
 - 2.3 The IFSP team will identify functional, routine-based outcomes.
 - 2.4 The IFSP team will identify supports and strategies that will assist the child and family to attain their Individualized Family Service Plan outcomes. The IFSP team shall ensure that all strategies identified in partnership with the family and other caregivers are (1) relevant to the family's priorities, resources and concerns, (2) directly linked to the functional, routines-based IFSP outcomes, and (3) based on a holistic understanding of child development.
3. Collaborate and consult with IFSP team members in the provision of services to ensure that all services and supports and strategies are coordinated and focus on assisting the families and caregivers to participate in desired activities.
4. Provide intervention and treatment that requires the skills as a licensed speech therapist to implement outcomes/objectives/goals of the ISP.

5. Participate in assessing progress toward IFSP outcomes.
 - 5.1 The speech language pathologist, as a member of the Individualized Family Service Plan team, shall document and report progress toward outcomes systematically and use this information to develop, review and evaluate the Individualized Family Service Plan. The speech language pathologist shall involve the family and other caregivers in assessing progress, both qualitatively and quantitatively.

Service Utilization Guidelines

1. Evaluation and assessment, standards of service delivery, and family's concerns, priorities and resources determine the outcomes identified in the IFSP.
2. The IFSP team determines who will assist the family and child in attaining the outcomes.
3. All IFSP team members contribute to the discussion of types and frequency of services and are not unilateral decision-makers.
4. Service delivery methods, times, days, locations should be flexible and meet the requirements of natural environments.
5. The Qualified Vendor/direct service staff should make recommendations for needed equipment, help obtain equipment and support the family in its use and maintenance. The Qualified Vendor/direct service staff will monitor equipment as appropriate.
6. The IFSP team will review the progress toward the IFSP outcomes and determine the appropriateness of services identified to meet the outcomes.
7. This service shall be authorized in accordance with Administrative Directive #77 "...if day treatment and training/special instruction is identified to meet a planned outcome the support coordinator shall first offer the family choice of day treatment and training/special instruction provider. If the plan also identifies therapy as a service to meet planned outcomes and the family's choice of provider for day treatment and training/special instruction also contracts through the Qualified Vendor process for any or all of the therapy services, the family shall automatically be assigned these services through this provider."
8. The Qualified Vendor/direct service staff shall deliver therapies according to the consultation/coaching model in a natural environment. The therapist will make every effort to provide services with a family member, caretaker or designee present. In circumstances that the service is delivered in a clinical setting, the same applies or other personnel may be present in the same clinic.

Rate

Published.

Unit of Service

1. One unit of evaluation equals one visit for evaluation.
2. The basis of payment for this service other than evaluation is an hourly unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - If services were provided for 65 minutes, bill for 1 hour.
 - If services were provided for 68 minutes, bill for 1.25 hour.
 - If services were provided for 50 minutes, bill for 0.75 hour.
3. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff person at the same time.

Qualifications

The Qualified Vendor shall meet all applicable licensure and Arizona Early Intervention Program (AzEIP) Personnel Standards requirements in order to provide speech therapy services, including:

Speech therapy services must be provided by:

1. A qualified Speech Language Pathologist that holds a license issued by the Arizona Department of Health Services (ADHS), or
2. A speech-language pathologist who has a temporary license from ADHS and is completing a clinical fellowship year. He/she must be under the direct supervision of an ASHA certified speech-language pathologist. AHCCCS registration will be terminated at the end of two years if the fellowship is not completed at that time.

2. The Qualified Vendor and each individual therapist must:
 - 2.1 Be registered with the Arizona Early Intervention Program and completed a program self-assessment.
 - 2.2 Work cooperatively with DES/DDD for the State and Federal monitoring of the statewide Early Intervention Program. Comply with all applicable DES/DDD and DES/AzEIP requirements, including the AzEIP policies and procedures.
 - 2.3 Comply with the AzEIP Professional Development System and meet the AzEIP Standards of Practice.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall submit an evaluation report to the support coordinator within three weeks of the evaluation. The report will adhere to the Division's therapy policy.
2. The Qualified Vendor shall submit a quarterly progress report to the support coordinator within 15 days of the end of the quarter. The report will document the relationship between the service and the outcome it is intended to achieve as identified on the IFSP and adhere to the Division's therapy policy.
3. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

TRANSPORTATION

Service Description

This service provides non-emergency ground transportation as prior approved by the Division in the following situations:

1. For home visits for consumers residing in developmental homes or group homes when providing such transportation would be an extraordinary burden on the developmental home or group home Qualified Vendor, and the consumer's natural supports cannot provide such service.
2. For occupational, physical or speech therapy appointments when the consumer's natural supports cannot provide such service.
3. For day treatment programs if the consumer is enrolled in a day treatment program, and the consumer's natural supports cannot provide such service.

Service Setting

This service shall not be provided to consumers residing in group homes or developmental homes (child or adult) unless the service is for a home visit and providing such transportation would be an extraordinary burden on the developmental home or group home Qualified Vendor, and the consumer's natural supports cannot provide such service.

Service Goals and Objectives

Service Goal

To increase or maintain self-sufficiency, mobility and/or community access of consumers.

Service Objectives

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

1. Provide transportation to consumers from one location to another. This includes traveling to and from designated locations to pick up or drop off consumers at specified times.

2. Provide transportation to home visits, therapy appointments, and to and from a day treatment program. (Transportation to medical appointments is typically coordinated through the consumer's AHCCCS/ALTCS health plan. Transportation to behavioral health services is typically coordinated through the Regional Behavioral Health Authority.)
3. Assist the consumers in entering and exiting the vehicle as necessary.
4. Utilize a method to schedule authorized trips that is capable of accommodating advanced reservation, same day requests and cancellations.
5. Schedule pick up and drop off times so that the consumer does not have to wait more than 20 minutes.
6. Notify the consumer/family/consumer's representative if the driver is 20 or more minutes late or is unable to transport, and have a backup plan in case the scheduled driver or vehicle is unavailable. The consumer will not be transported by another provider without prior consent of the consumer/family/consumer's representative.
7. Equip each vehicle with a two-way radio or a cellular phone that is adequate for the range of vehicle utilization.

Service Utilization Guidelines

1. Using the assessment and plan developmental processes, the need for transportation is assessed by the consumer's ISP team when there is no other community or family resources for transportation available.
2. All transportation services must be prior authorized by the Division.
3. As assessed by the consumer's ISP team, the Division may prior authorize an aide to accompany the driver to supervise consumers for safety or other reasons.
4. The Division may request that the Qualified Vendor wait while the consumer completes the appointment.
5. The Qualified Vendor shall allow one escort to accompany the consumer. An escort is a caregiver who accompanies the consumer. The Qualified Vendor shall not charge a transport fee for the escort.

6. When a consumer needs transportation services, the Qualified Vendor will be contacted with information relative to the dates and times service is needed, pick up and drop off points and if an aide or wait time will be needed.
7. Typical utilization would not exceed two one-way trips per day.

Rate

1. Published.
2. Separate urban and rural rates and procedure codes are established for transportation services. Except for “Flat Trip Rate for Regularly Scheduled Daily Transportation,” urban transports are those that originate within the Phoenix and Tucson metropolitan areas. All other transports that are not “Flat Trip Rate for Regularly Scheduled Daily Transportation” are defined as rural.
3. The “Flat Trip Rate for Regularly Scheduled Daily Transportation” rate can only be used, and shall be the only rate used, for transportation of a consumer to a day treatment and training program by a Qualified Vendor that is not an independent provider.
4. Separate urban and rural rates are established for the “Flat Trip Rate for Regularly Scheduled Daily Transportation.” The Qualified Vendor shall bill the Division the rural rate only after it receives authorization from the DDD Program Administrator/Manager or designee. The general guideline for authorizing the rural “Flat Trip Rate for Regularly Scheduled Daily Transportation” rate for rural areas is that the potential Day Treatment and Training client base of the program size has fewer than 20 consumers in a 40 mile radius.
5. The following exceptional transportation modified rates are established for “Flat Trip Rate for Regularly Scheduled Daily Transportation:”
 - 5.1 Single Person Modified Rate
 - 5.1.1 This modified rate is to be used when a consumer has significant transportation needs associated with behavior needs (e.g. needs an aide to ride on the vehicle), wheelchair or other equipment needs or location and needs a single person transport.
 - 5.1.2 Separate urban and rural rates are established.
 - 5.1.3 The DDD Program Administer/Manager, Central Office Business Operations and Program Operations must approve the request for a single person modified rate. The request needs to include an explanation of what the consumer’s support needs are and what alternatives were explored, such as vendor calls or finding routes that the consumer can share a ride with others.

- 5.2 Extensive Distance Modified Rate
 - 5.2.1 This modified rate is to be used when a consumer must travel 25 to 90 miles one way to attend a day program.
 - 5.2.2 Separate urban and rural rates are established.
 - 5.2.3 The DDD program Administrator/Manager, Central Office Business Operations, and Program Operations must approve the request for an extensive distance modified rate. The request must include an explanation of all alternatives researched such as finding a day program closer to the consumer's home, developing a new program tailored to the consumer's needs and in their home community, etc.
 - 5.3 Those situations where these modified rates are used will be considered time-limited in order to seek day programs closer to a consumer's home long term or to develop an alternative so that consumers are not transported so much of their day.
 - 5.4 Based on the premise that these are temporary or transitional modified rates, these modified rates are capped at 50 consumers statewide annually.
6. The "Non-Emergency Transportation, Family and Friend" rate can only be used, and shall be the only rate used, for transportation of a consumer by an independent individual provider, regardless of whether that provider is or is not a Qualified Vendor.

Unit of Service

1. One unit of service equals one trip per person one way, one mile of traveled distance, or 30 minutes of waiting time.
2. Mileage reimbursement is limited to loaded mileage. Loaded mileage is the distance traveled, measured in statute miles, while a consumer is on board and being transported.

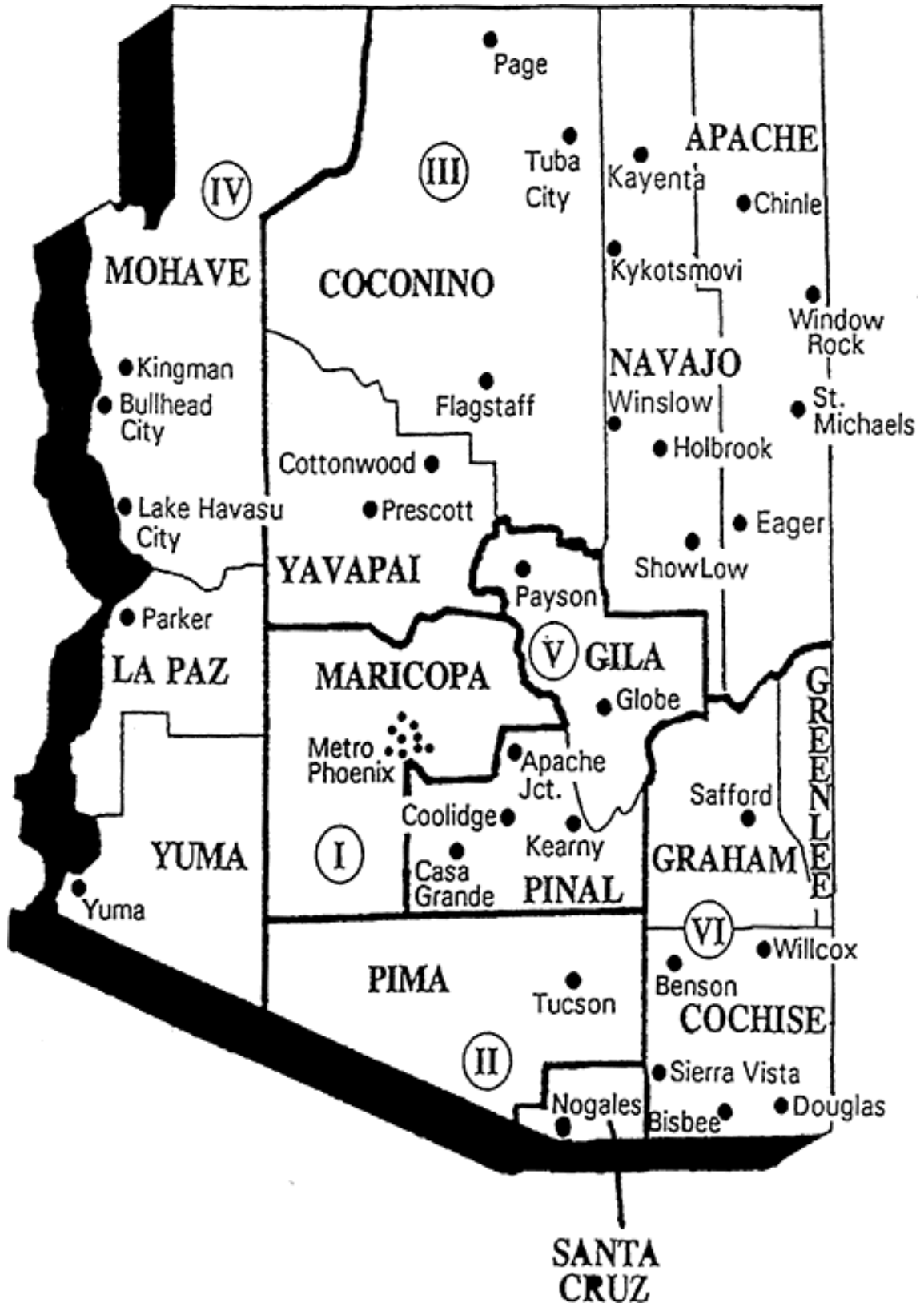
Direct Service Staff Qualifications

Drivers shall be over the age of eighteen, have the appropriate training, license and endorsement for the vehicle being used.

Recordkeeping and Reporting Requirements

1. The provider shall maintain copies of vehicles maintenance records and safety inspections on file.
2. The provider shall record services delivered to each consumer, submit them to Division designee, and maintain copies on file. The records shall include, at a minimum by consumer, the consumer's name and ASSISTS identification number, date of service, mileage, and pick up and drop off times. The records must be signed by the consumer, family or consumer's representative as verification of services provided.

SECTION 8
 MAP OF DDD DISTRICTS



**SECTION 9
ATTACHMENT A
APPLICATION AND QUALIFIED VENDOR AGREEMENT AWARD**

<p>APPLICATION and QUALIFIED VENDOR AGREEMENT AWARD</p> <hr style="width: 40%; margin: auto;"/>	<p>ARIZONA DEPARTMENT OF ECONOMIC SECURITY</p> <p>DIVISION OF DEVELOPMENTAL DISABILITIES</p>
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APPLICATION

<p>TO: THE STATE OF ARIZONA</p> <p>The Undersigned hereby applies and agrees to provide the service(s) in compliance with the RFQVA.</p> <p style="text-align: center;">For clarification of this application, contact:</p>	
<p>_____</p> <p>Name</p> <p>_____</p> <p>Phone Number</p> <p>_____</p> <p>Fax Number</p> <p>_____</p> <p>E-Mail Address</p> <p>If awarded a Qualified Vendor Agreement, all notices should be sent to:</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Mailing Address</p> <p>_____</p> <p>City State Zip</p> <p>_____</p> <p>Phone Number Fax Number</p> <p>_____</p> <p>E-Mail Address</p>	<p>_____</p> <p>Federal Employer Identification Number</p> <p>_____</p> <p>Company Name</p> <p>_____</p> <p>Mailing Address</p> <p>_____</p> <p>City State Zip</p> <p>_____</p> <p>Phone Number Fax Number</p> <p>_____</p> <p>E-Mail Address</p> <p>_____</p> <p>Signature of Person Authorized to Sign Application</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p>

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 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 July 1, 2003, whichever is later.</p> <p style="text-align: right;">State of Arizona Awarded this Date: _____</p> <p style="text-align: right;">_____ Procurement Officer</p>

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 Qualified Vendor Application and Directory System (QVADS or System) to enter information for submittal to the Division's web site 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 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 98.300, 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 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.