

RFQVA AMENDMENT	DEPARTMENT OF ECONOMIC SECURITY
RFQVA No: DDD 704011	Agency: Division of Developmental Disabilities
Amendment No: 10	Address: 1789 W. Jefferson, Site Code 791A Phoenix, Arizona 85005
Page 1 of 40	Phone: (602) 542-6874

A signed copy of the signature page (page 3) of this amendment must be included in the hard copy of the Application, or, if a Qualified Vendor Agreement has been awarded, the Qualified Vendor must return a signed copy of this amendment to:

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

The RFQVA is amended as follows:

Section 1 – NOTICE OF REQUEST FOR QUALIFIED VENDOR APPLICATIONS (RFQVA)

Page 1-1, is amended to delete the last sentence under Application Due Date

Section 2 – TABLE OF CONTENTS

Page 2-1, is amended to:

Delete “4.5 Published Rates”

Replace “5.11 Application and Use of Published Rates” with “5.11 Application and Use of Rate Book”

Section 3 – INSTRUCTIONS TO APPLICANTS

Page 3-2, Section 3.2.1, General, is amended to replace “a discussion of the Qualified Vendor Application and Directory System” with “information on the Qualified Vendor Application and Directory System”

Section 4 – BACKGROUND

Page 4-6, Section 4.4 Consumer Choice, penultimate paragraph, is amended to insert “, developmental homes,” after “For capacity based services, i.e., group homes”

Page 4-6 & 4-7, is amended by deleting Section 4.5

Section 5 – SERVICE REQUIREMENTS/SCOPE OF WORK

Page 5-3, Section 5.4, Delivery of Services, item 1, is amended to delete “/direct service staff”

Pages 5-7 to 5-8, Section 5.11, Application and Use of Published Rates, is amended to:
Change the title to “Application and Use of Rate Book”
Replace items 1 through 5 with information about the rate book
Revise item 6 to remove the reference to schedule 5.1 and to remove numbering

Section 6 – DES/DDD STANDARD TERMS AND CONDITIONS

Page 6-7, Section 6.3.4, Notices, is amended to provide that notices to the Qualified Vendor shall be made using email only

Page 6-8, Section 6.3.8, Agreement Extension, is amended to replace “contract” with “agreement”

Page 6-8, Section 6.3.13, Offshore Performance of Work Prohibited, is amended to clarify which services shall be performed within the borders of the United States

Page 6-8(a), Section 6.4.1.2, is amended to replace “published rate” with “rate book”

Page 6-15, Section 6.5.7.3, is amended to clarify the corrective action plan notification requirement

Page 6-19 (a) and (b), Sections 6.7.6.2.3.1, 6.7.6.2.3.2, and 6.7.6.2.4.1, are amended to clarify the additional insured requirements

Section 7 – SERVICE SPECIFICATIONS

Page 7-20, Respite, Service Setting, item 1, is amended to add community sites inspected and approved by the Department of Economic Security

Page 7-21, Respite, Service Utilization Guidelines, item 5, is amended to clarify that a Qualified Vendor may serve more than three individuals as long as the 1:3 staff ratio is maintained

Page 7-22, Respite, Unit of Service, item 3, is amended to clarify the billing rules for Respite, Continuous when serving multiple consumers

Pages 7-26, 7-31, 7-36, 7-82, 7-87, 7-91, 7-95, 7-99, 7-103, 7-108, are amended to change references to rate schedules to “rate book”

Pages 7-45, to 7-48, Habilitation, Individually Designed Living Arrangement, is amended to add pages 7-47(a) to (d) to modify the sections for Service Utilization Guidelines, Rate and Unit of Service, defining both Hourly Units of Service and Daily Units of Service.

Section 9 – ATTACHMENT B, QUALIFIED VENDOR APPLICATION AND DIRECTORY SYSTEM

Page 9 Att. B-1, is amended to reference the QVADS User Manual, and the rest of the section is deleted

The following pages are attached:

Revised SECTION 1 - NOTICE OF REQUEST FOR QUALIFIED VENDOR APPLICATIONS (RFQVA),
Page 1-1

Revised SECTION 2 – TABLE OF CONTENTS, page 2-1

Revised SECTION 3 – INSTRUCTIONS TO APPLICANTS, page 3-2

Revised SECTION 4 – BACKGROUND, pages 4-6 and 4-7
Revised SECTION 5 – SERVICE REQUIREMENTS/SCOPE OF WORK, pages 5-3, 5-7 and 5-8
Revised SECTION 6 – DES/DDD STANDARD TERMS AND CONDITIONS, pages 6-7, 6-8, 6-8(a), 6-15, 6-19(a), and 6-19(b)
Revised SECTION 7 – SERVICE SPECIFICATIONS, pages 7-20, 7-21, 7-22, 7-22(a), 7-26, 7-31, 7-36, 7-45 to 7-48, 7-82, 7-87, 7-91, 7-95, 7-99, 7-103, and 7-108
Revised SECTION 9 – QUALIFIED VENDOR APPLICATION AND DIRECTORY SYSTEM, page 9 Att. B-1

EXCEPT AS PREVIOUSLY AMENDED, ALL OTHER PROVISIONS OF THE RFQVA SHALL REMAIN IN THEIR ENTIRETY.

NOTE: IN ACCORDANCE WITH A.R.S. § 36-557.F (AS AMENDED BY LAWS 2005, CHAPTER 321, SECTION 2), RATES FOR THE SERVICES PURCHASED THROUGH THIS RFQVA ARE INCLUDED IN THE RATE BOOK, WHICH IS AVAILABLE ON THE DIVISION'S WEBSITE.

Applicant hereby acknowledges receipt and understanding of the above RFQVA amendment.

The above referenced RFQVA Amendment is hereby executed this 1st day of December, 2005, at Phoenix, Arizona.

Signature Date

Typed Name and Title

Name of Company

Qualified vendor Number

Antonia Valladares
DDD Procurement Specialist

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

SECTION 2
TABLE OF CONTENTS

SECTION	SECTION CONTENT	PAGE
1.	Notice - Request for Qualified Vendor Applications (RFQVA)	1-1
2.	Table of Contents	2-1
3.	Instructions to Applicants	
	3.1 Inquiries	3-1
	3.2 Application Preparation	3-1
	3.3 RFQVA Schedule	3-4
	3.4 Independent Providers	3-5
	3.5 Verification	3-5
	3.6 Protests	3-5
	3.7 Evaluation	3-6
6.	Background	
	4.1 Mission, Vision, and Values	4-1
	4.2 Program Eligibility.....	4-2
	4.3 Program Description	4-3
	4.4 Consumer Choice.....	4-5
7.	Service Requirements/Scope of Work	
	5.1 Provider Qualifications	5-1
	5.2 Staffing.....	5-2
	5.3 Training.....	5-3
	5.4 Delivery of Services.....	5-3
	5.5 Service (Prior) Authorization.....	5-4
	5.6 Referrals for Services.....	5-5
	5.7 Individual Support Plan (ISP) and Related Activities	5-5
	5.8 Quality Management Plan.....	5-5
	5.9 Transition	5-6
	5.10 Recordkeeping	5-6
	5.11 Application and Use of Rate Book	5-7

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.

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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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.

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.

5.11 Application and Use of Rate Book

In accordance with A.R.S. § 36-557.F (as amended by Laws 2005, Chapter 321, Section 2), 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.

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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 shall reference the agreement number.

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.

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.

- 6.3.8 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.

6.5.6 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.

- 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”*.

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:
- 6.2.6.2.7.1 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.
 - 6.2.6.2.7.2 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.

RESPITE

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.

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.

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

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

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.

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.

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.

Rate

1. Published.
2. If the Qualified Vendor provides this service, other than evaluation, to a consumer within the distance specified in the rate book, the Qualified Vendor shall bill the Division the rate that corresponds to the traveled distance.

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.

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.”

Rate

1. Published.
2. If the Qualified Vendor provides this service, other than evaluation, to a consumer within the distance specified in the rate book, the Qualified Vendor shall bill the Division the rate that corresponds to the traveled distance.

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.

Rate

1. Published.
2. If the Qualified Vendor provides this service, other than evaluation, to a consumer within the distance specified in the rate book, the Qualified Vendor shall bill the Division the rate that corresponds to the traveled distance.

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.

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.”

Rate

1. Published.
2. If the Qualified Vendor provides this service, other than evaluation, to a consumer within the distance specified in the rate book, the Qualified Vendor shall bill the Division the rate that corresponds to the traveled distance.

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.

Rate

1. Published.
2. If the Qualified Vendor provides this service, other than evaluation, to a consumer within the distance specified in the rate book, the Qualified Vendor shall bill the Division the rate that corresponds to the traveled distance.

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.

Rate

1. Published.
2. If the Qualified Vendor provides this service, other than evaluation, to a consumer within the distance specified in the rate book, the Qualified Vendor shall bill the Division the rate that corresponds to the traveled distance.

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:

1. Speech therapy services must be provided by a Speech Language Pathologist that holds a license issued by the Arizona Department of Health Services. If non-certified or clinical fellowship year (CFY) personnel are utilized, they must be under supervision of a certified Speech Language Pathologist.

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.de.state.az.us/ddd.

PLEASE REMOVE THE REMAINING PAGES IN SECTION 9, ATTACHMENT B (Pages 9 Att. B-2 through 9 Att. B-32). THESE PAGES ARE NO LONGER APPLICABLE.