

<p style="text-align: center;">RFQVA AMENDMENT</p> <hr/> <p>RFQVA No: DDD 704012</p> <p>Amendment No: 5</p> <p>Page 1 of 18</p>	<p style="text-align: center;">DEPARTMENT OF ECONOMIC SECURITY</p> <p>Agency: Division of Developmental Disabilities</p> <p>Address: 1789 W. Jefferson, Site Code 791A Phoenix, Arizona 85005</p> <p>Phone: (602) 542-6874</p>
<p>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:</p> <p style="text-align: center;">Contract Management Section Business Operations – Site Code 791A Division of Developmental Disabilities Arizona Department of Economic Security P.O. Box 6123 Phoenix, Arizona 85005</p> <p>The RFQVA is amended as follows:</p> <p><u>Section 2</u> – TABLE OF CONTENTS</p> <p>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”</p> <p><u>Section 3</u> – INSTRUCTIONS TO APPLICANTS</p> <p>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”</p> <p><u>Section 4</u> – BACKGROUND</p> <p>Page 4-5, is amended by deleting Section 4.5</p> <p><u>Section 5</u> – SERVICE REQUIREMENTS/SCOPE OF WORK</p> <p>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 4 with information about the rate book Revise item 5 to remove the reference to schedule 5.1 and to remove numbering</p>	

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 7-2, Specialized Habilitation with Music Component, is amended as follows:

- Service Description amend 1st sentence adding "based on habilitation objectives identified by the ISP team"
- Service Setting (4) amended to clarify provision of services to consumers in various settings

Page 7-3, Specialized Habilitation with Music Component, is amended as follows:

- Service Objectives (2) delete "an" before individualized and replace "plan" with "methodologies"
- Service Objectives (4.3) replace "plan is" with "support methodologies are"

Page 7-4, Specialized Habilitation with Music Component, Recordkeeping, (1) is amended to replace "plan, including the training/teaching strategies," with "methodologies"

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 2 – TABLE OF CONTENTS, page 2-1

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

Revised SECTION 4 – BACKGROUND, page 4-5

Revised SECTION 5 – SERVICE REQUIREMENTS/SCOPE OF WORK, pages 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 7-2 to 7-4

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 2
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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.

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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.

SPECIALIZED HABILITATION WITH MUSIC COMPONENT

Service Description

This service provides a variety of interventions designed to maximize the functioning of consumers based on habilitation objectives identified by the ISP team. Interventions may include but are not limited to: habilitative therapies, special developmental skills, behavior intervention and sensory-motor development provided by a Board Certified Music Therapist.

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 in addition to another habilitation service when consumers live 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

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

Service Objectives

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

1. Conduct an assessment of the consumer's strengths and needs concentrating on the concerns identified by the individual support plan. Areas of testing may include but are not limited to: social interactions, language, speech and communication skills, sensory-motor skills, sensory perception, cognitive function and skills to manage emotional expression.

2. In accordance with the consumer's ISP process, develop individualized support methodologies, including:
 - 2.1 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.
 - 2.2 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.
 - 2.3 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.
3. As identified in the consumer's ISP, provide training and/or assistance.
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 support methodologies are 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 is one hour per week.
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 a minimum, a Bachelors of Science or Bachelors of Art in Music Therapy;
2. Have completed all educational and clinical training requirements as required by the American Music Therapy Association inclusive of a six month internship at an approved site as well as pre-clinical hours completed during their academic coursework; and
3. Currently hold the MT-BC credential as issued by the Certification Board for Music Therapists.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall submit the support methodologies 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.

**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-11). THESE PAGES ARE NO LONGER APPLICABLE.