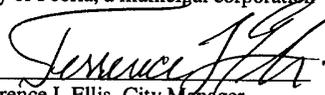


This agreement supersedes all previous Memorandums of Understanding and Cooperative Agreements and will become effective upon filing with the Secretary of State and will continue in force from year to year unless terminated by either party by thirty days written notice to the other, provided, that all of the provision herein are complied with.

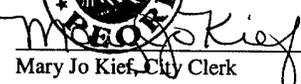
**Arizona Department of Economic Security
Division of Developmental Disabilities
DES/DDD Programs**

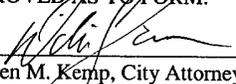
**Application and Qualified Vendor
Agreement Award**

City of Peoria, a municipal corporation


Terrence L. Ellis, City Manager

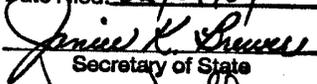
Date: 5-17-04

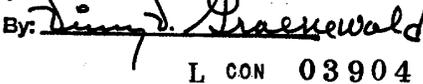
ATTEST: 

Mary Jo Kief, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

NO. 26879
Filed with the Secretary of State
Date Filed: 06/09/04

Secretary of State
By: 

NO. 26879
Filed with the Secretary of State
Date Filed: 06/09/04

Secretary of State

By: 

L CON 03904

P04-0066

**Arizona Department of Economic Security
Division of Developmental Disabilities
Qualified Vendor Applications Submittal Checklist**

To assure a complete submission of your Qualified Vendor Application to the Division of Developmental Disabilities in response to "Request For Qualified Vendor Applications #DDD 704011" please follow the designated steps below.

Document Required	Document Attached	DDD Use Only
1 Electronic Submission completed. You have activated the electronic submission, have received a submittal confirmation email, and you have the official printable version of your electronic submission for each of the sections listed below. The official printable version includes your computer generated NEW contract number.	☑	☐
a Application & QV Agreement Award	☑	☐
b Assurances & Submittals Form	☑	☐
c Vendor Contract Information	☑	☐
d Vendor Policies	☑	☐
e List of Services Offered	☑	☐
f Service Detail Information	☑	☐
g Administrative Sites	☑	☐
h Group Homes/Day Treatment and Training Sites (if applicable)	☑	☐
2 Original Signature on Application page (a above).	☑	☐
3 Original Signature on Assurances and Submittals page (b above).	☑	☐
4 Original Signature on signature page of each amendment issued:		
a April 2003 Amendment No. 1 posted to the DDD website (This is only available on page 5 of the ADOBE version)	☐	☐
b May 2003 Amendment No. 2 posted to the DDD website (This is only available on page 4 of the ADOBE version)	☐	☐
c July 2003 Amendment No. 3 posted to the DDD website (This is only available on page 3 of the ADOBE version)	☐	☐
d August 2003 Amendment No. 4 posted to the DDD website (This is only available on page 3 of the ADOBE version)	☐	☐

**DDD QUALIFIED VENDOR APPLICATION
SUBMITTAL CHECKLIST**

RFQVA # DDD 704011

Document Required	Document Attached	DDD Use Only
e December 2003 Amendment No. 5 posted to the DDD website (This is only available on page 3 of the ADOBE version)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5 Corporate ownership/affiliation organizational chart (if required).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6 Current State of Arizona Substitute W-9 form.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7 Financial statement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8 Certificates of Insurance (if submitting at this time).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9* Explanation and status of revocation, denial, or suspension of license, certification, and/or registration if you answered YES to Question 5 on Assurances and Submittals section.	<input type="checkbox"/>	<input type="checkbox"/>
10* Description of contracts terminated or contract lawsuits if you answered YES to Question 6 on Assurances and Submittals section.	<input type="checkbox"/>	<input type="checkbox"/>
11* Summary of lawsuits or judgments pending or entered if you answered YES to Question 7 on Assurances and Submittals section.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12* Information regarding convictions related to Medicare, Medicaid, or the State Children's Health Insurance Program if you answered YES to Question 8 on Assurances and Submittals section.	<input type="checkbox"/>	<input type="checkbox"/>
13* Information regarding conviction of a felony if you answered YES to Question 9 on Assurances and Submittals section.	<input type="checkbox"/>	<input type="checkbox"/>
14* Explanation of noncompliance with any civil rights requirements if you answered YES to Question 10 on Assurances and Submittals section.	<input type="checkbox"/>	<input type="checkbox"/>
15* Conflict/potential conflict of interest disclosure statement if you answered YES to Question 12 on Assurances and Submittals section.	<input type="checkbox"/>	<input type="checkbox"/>
16* Substantial interest disclosure statement if you answered YES to Question 13 on Assurances and Submittals section.	<input type="checkbox"/>	<input type="checkbox"/>
17* Explanation of pending suspension or debarment if you answered YES to Question 15 on Assurances and Submittals section.	<input type="checkbox"/>	<input type="checkbox"/>
18* Disclosure statement for any judgments, tax deficiencies or claims pending or entered if you answered YES to Question 20 on Assurances and Submittals section.	<input type="checkbox"/>	<input type="checkbox"/>
19* Court approved bankruptcy corrective plan of action if you answered YES to Question 23 on Assurances and Submittals section.	<input type="checkbox"/>	<input type="checkbox"/>

**DDD QUALIFIED VENDOR APPLICATION
SUBMITTAL CHECKLIST**

RFQVA # DDD 704011

Document Required	Document Attached	DDD Use Only
20* Subcontractor information if you answered YES to Question 24 on Assurances and Submittals section.	<input type="checkbox"/>	<input type="checkbox"/>
21 One complete original and one copy of all submitted information listed in items 1 through 20 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
* Required as applicable.		

APPLICATION AND
QUALIFIED VENDOR AGREEMENT AWARD

Arizona Department of
Economic Security
Division of
Developmental Disabilities

APPLICATION

TO: THE STATE OF ARIZONA

The Undersigned hereby applies and agrees to provide the service(s) in compliance with the corresponding RFQVA(s).

For clarification of this application, contact:

Paula Considine
Name:
(623) 7737436
Phone Number
(623) 4868501
Fax Number
paulac@peoriaaz.com
E-Mail Address:

If awarded a Qualified Vendor Agreement, all notices should be sent to:

Paula Considine
Name:
8401 W. Monroe
Street Address
Peoria AZ 85345
City State Zip
(623) 7737436 (623) 4868501
Phone Number Fax Number
paulac@peoriaaz.com
E-Mail Address:

866003634
Federal Employer Identification Number or SSN
City of Peoria
Company Name:
8401 W. Monroe
Mailing Address
Peoria AZ 85345
City State Zip
(623) 7737436 (623) 4868501
Phone Number Fax Number


Signature of Person Authorized to Sign Application
J.P. de la Montaigne
Printed Name
Community Services Director
Title

APPROVAL OF APPLICATION AND AGREEMENT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your application is hereby approved. The Qualified Vendor is now bound to provide the service(s) listed in the attached award notice based upon the corresponding RFQVA for each service, including all terms, conditions, service specifications, scope of work, amendments, etc., and the Qualified Vendor's application as accepted by the State.

This agreement shall henceforth be referred to as Qualified Vendor Agreement No.00651. The begin date and the effective date of this agreement is either the date that this award is signed by the Procurement Officer or July 1, 2003, whichever is later.


Procurement Specialist

State of Arizona
Awarded this Date: 5-13-04

**QUALIFIED VENDOR APPLICATION APPROVAL and QUALIFIED
VENDOR AGREEMENT AWARD NOTICE**

DATED: 5/13/2004

VENDOR NAME: City of Peoria

CONTRACT NUMBER: 00651

The following provides Qualified Vendor Agreement Award Notice Information:

1.0) NOTICES:

The Qualified Vendor shall address all notices relative to this Agreement to the attention of:

Marie Secor DDD Contracts Manager
1789 West Jefferson 4th Floor
Phoenix, AZ
85007
MSecor@mail.de.state.az.us

2.0) AGREEMENT TERM:

The Term of this Agreement shall begin on 05/13/2004 , and shall terminate on 06/30/2009.

3.0) SERVICE(S) AWARDED:

SERVICE	AWARDED	APPROVAL DATE	END DATE	RFQVA NUMBER
DAY TREATMENT & TRAINING - ADULT	YES	05/13/2004		DDD7O4011
DAY TREATMENT & TRAINING - CHILDREN AFTER SCHOOL	YES	05/13/2004		DDD7O4011
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	YES	05/13/2004		DDD7O4011
HABILITATION SERVICES - SUPPORT - HOURLY	YES	05/13/2004		DDD7O4011
RESPIRE CARE HOURLY & DAILY	YES	05/13/2004		DDD7O4011

**QUALIFIED VENDOR APPLICATION
SERVICE/DEFICIENCIES**

DATED: 5/13/2004

VENDOR NAME: City of Peoria

CONTRACT NUMBER: 00651

SERVICE LEVEL ELECTRONIC DOCUMENTS DEFICIENCY

DAY TREATMENT & TRAINING - ADULT

NO DEFICIENCY

DAY TREATMENT & TRAINING - CHILDREN AFTER SCHOOL

NO DEFICIENCY

DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM

NO DEFICIENCY

HABILITATION SERVICES - SUPPORT - HOURLY

NO DEFICIENCY

RESPITE CARE HOURLY & DAILY

NO DEFICIENCY

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract#: 00651

ASSURANCES AND SUBMITTALS

- | | | |
|-----|--|-----|
| 1. | Does the Applicant agree to maintain and comply with all certification(s) and/or registration(s) required by Arizona law, rules, or policy for the provision of each developmental disability service applied for? | YES |
| 2. | Does the Applicant understand that payment will not be made for services delivered prior to the effective date of certification(s) and/or registration(s) required by Arizona law, rules, or policy? | YES |
| 3. | Does the Applicant agree to obtain, maintain, and comply with any licenses required by Arizona law, rules, or policy for the provision of a developmental disability service applied for? | YES |
| 4. | Does the Applicant understand that payment will not be made for services delivered prior to the effective date of any license required by Arizona law, rules, or policy? | YES |
| 5. | Has the Applicant or any of its directors, officers, owners, or key personnel had a community developmental disability service or similar service license(s), certification(s) and/or registration(s) revoked, denied or suspended in Arizona or in other states within the past five years? If yes, submit an explanation and current status. | NO |
| 6. | Has the Applicant or any of its directors, officers, or owners terminated any contracts for cause, had any contracts terminated for cause or been involved in a contract lawsuit related to community developmental disability services or similar services in Arizona or in another state within the past five years? If yes, submit a detailed description of such terminations or lawsuits. | NO |
| 7. | Are there any suits or judgments pending or entered (within the last five years) against the Applicant or its directors, officers, owners, or key personnel related to the provision of community developmental disability services or similar services in Arizona or in other states? If yes, submit a summary of those suits or judgments and describe actions the Applicant has taken to prevent future suits or judgments. | YES |
| 8. | Has the Applicant or any of its directors, officers, owners, or managers been convicted of a criminal offense related to Medicare, Medicaid, or the State Children's Health Insurance Program? If yes, submit information on the person and the conviction. | NO |
| 9. | Have any of the Applicant's key personnel been convicted of a felony within the past 15 years? If yes, submit information on the key personnel and the conviction. | NO |
| 10. | Has any federal or state agency ever made a finding of noncompliance with any civil rights requirements with respect to the Applicant? If yes, submit an explanation. | NO |

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract#: 00651

ASSURANCES AND SUBMITTALS

- | | | |
|-----|--|-----|
| 11. | If the Applicant is a corporation, does it own or is it owned by a corporation, and/or is it affiliated with a corporation? If yes, submit an organizational chart that demonstrates ownership and/or corporate affiliations. | NA |
| 12. | Does the Applicant or any of the Applicant's officers or administrative staff have a relative as defined in A.R.S. § 38-502 who is an employee of the Division with direct or indirect responsibility for the purchasing, authorizing, monitoring or evaluating of community developmental disability services or vendors? If yes, submit a statement disclosing the conflict or potential conflict of interest. | NO |
| 13. | Is the Applicant required to make a full written disclosure pursuant to the provision of Section 6.4.9 (Substantial Interest Disclosure)? If yes, submit a full written disclosure of the proposed payments and amount. | NO |
| 14. | Has the Applicant, its directors, or officers been debarred, suspended or otherwise lawfully prohibited from any public procurement activity, or does the Applicant employ, consult, subcontract with or otherwise reimburse for services any person substantially involved in the management of another entity that is now debarred, suspended or otherwise lawfully prohibited from any public procurement activity? | NO |
| 15. | Is a suspension or debarment currently pending? If yes, submit an explanation. | NO |
| 16. | Has the Applicant submitted a current State of Arizona Substitute W-9 form (Request for Taxpayer Identification and Certification) with this application? | YES |
| 17. | Does the Applicant certify that it did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of the Application? | YES |
| 18. | All amendments (if any) to the RFQVA that have been issued are acknowledged by a signature and the signature page of the amendment are submitted with the hardcopy application. | YES |
| 19. | The applicable document described below is submitted:
(1) A complete audited financial statement
(2) For Applicants that do not have an audited financial statement
(a) A corporate financial statement; or
(b) If a newly formed corporation, the corporate business plan with the personal financial statements of the Director or Chief Executive Officer; or
(c) If not a corporation, the personal financial statements of the owners or partners. | YES |

ASSURANCES AND SUBMITTALS

- | | | |
|-----|---|-----|
| 20. | Are there any judgments, tax deficiencies or claims pending or entered against the Applicant that would require disclosure in an audited financial statement? If yes, submit a disclosure statement. | NO |
| 21. | Is the Applicant submitting the Certificates of Insurance required by Section 6.7.6 with the hard copy of the application? | YES |
| 22. | If the Applicant is not submitting the Certificates of Insurance required by Section 6.7.6 with the hard copy of the application, does the Applicant certify that it will submit the required Certificates of Insurance prior to accepting a referral or providing a service? | NA |
| 23. | Has the Applicant declared bankruptcy within the last seven years? If yes, submit a court approved corrective plan of action. | NO |
| 24. | Will the Applicant use a subcontractor(s) to provide services? If yes, submit the following information about each subcontractor: subcontractor company name; subcontractor Federal Employer Identification number (FEIN) or Social Security number (SSN); subcontractor contact name; and direct service(s) provided by the subcontractor. | NO |
| 25. | Is the hardcopy of the Qualified Vendor Application package a true copy of the information submitted in electronic form to the Division website and does it contain all required attachments? | YES |

I have the authority and/or responsibility to submit this Application and to act as a representative of the Applicant in all phases of the Application process.

The information provided in the Application, including information entered into the Qualified Vendor Application and Directory System and any attachments, is true, correct and accurate to the best of my knowledge. I understand that any false statement may disqualify this Application from further consideration or be cause for agreement termination.

I agree to notify the Division of Developmental Disabilities within ten business days of any changes to the information provided in the Application.



Signature

4-30-04

Date

FAILURE TO COMPLETE, SIGN AND SUBMIT THIS FORM MAY BE CAUSE FOR REJECTION

DES/DDD may contact any source available to verify the information submitted in the application and may use this information and any additional information obtained from the source(s) in evaluating the application.

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Vendor Contract Information

FEI# or SSN: 866003634
Executive/Owner Name: City of Peoria City of Peoria
AHCCCS ID: 018235
Organization Type: Agency

Principal Contact Information

Name: Paula Considine
Telephone: (623) 7737436 FAX: (623) 4868501
Email Address: paulac@peoriaaz.com

Notice Contact Information

Name: Paula Considine
Telephone: (623) 7737436 FAX: (623) 4868501
Email Address: paulac@peoriaaz.com

Vendor Street Address

8401 W. Monroe

Peoria, ARIZONA 85345

Telephone: (623) 7737436

Vendor Mailing Address

8401 W. Monroe

Peoria, ARIZONA 85345

FAX: (623) 4868501

Billing/Payment Information

Name: Paula Considine
Telephone: (623) 7737436
Email Address:
FAX: (623) 4868501

8401 W. Monroe

Peoria, ARIZONA 85345

Authorized Signatory

Name: J.P. de la Montaigne
Title: Community Services D

Vendor Policies

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Recruitment is conducted through local colleges, newspaper and posted on the City of Peoria Job Opportunities website. Prospective candidates go through an initial interview process, written test, Class 1 fingerprint background checks, drug testing and reference checks prior to being offered any positions. Initial training includes CPR, First Aid, Client Intervention Training, Article 9, and employee and program orientation.

Describe briefly the ongoing training plan for direct service staff.

Staff are responsible for maintaining current CPR, First Aid, CIT Certifications, and current fingerprint clearance cards. Program orientations will be conducted prior to the start of each program, i.e., summer and after school. During this orientation process participants and their family members will also have the opportunity to meet the program staff.

Orientation topics included: Leadership, Play and Adaptation, Disability Information, Job Information, Safety and Emergency Procedures, Forms and Paperwork (which includes participant goals/objectives).

Staff attend mid-year workshops and other related workshops throughout the valley. Staff are required to attend two defensive driving courses offered by the National Safety Council. The focus of these driving courses is 15 passenger vans and defensive driving.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Times vary in each program offered which makes staff coverage manageable in the event of absences. In addition, part-time substitute staff will be hired and trained to cover all the various programs. Finally, administrative staff is qualified to cover program sites if all other avenues have been exhausted.

Incident Reporting

Who is the person within the vendor's organization for reviewing incident reports?

DeGrandchamp Brian

Who is the person within the vendor's organization for notifying a consumer's family/representative of incidents?

DeGrandchamp Brian

Do you have written policies and procedures regarding the reporting of incidents of abuse, neglect and exploitation?

YES

Are reporting protocols shared with consumers/families/consumer representatives?

Vendor Policies

YES

How are incidents of abuse, neglect, exploitation or injury reported internally?

Direct care staff are required to report to Administrative Staff when abuse, neglect or exploitation is suspected. Administrative Staff will then assess the information and give the direct care staff instruction on how to proceed i.e. contacting Child Protective Services. Direct care staff will not engage in investigating any suspected allegations but fully cooperate with any investigating agency.

Direct care staff will notify police if an incident/accident requires needed assistance, if not, the Recreation Programmer or Coordinator will be notified immediately following the incident/accident. Depending on the nature of the incident/accident either direct care or administrative staff will notify the responsible party and DDD support coordinator. Staff will then complete the necessary city and state required forms to be submitted within 24 hours. Follow up contact will also be made with the responsible party by city staff.

How are incidents of abuse, neglect, exploitation or injury reported externally?

Direct care staff will notify the Child Protective Services of any suspicion of abuse, neglect or exploitation.

In the event of an incident/accident that does not involve CPS, notification will be made to the responsible party and DDD Support Coordinator immediately following the incident. Forms required by DDD will be completed and submitted within 24 hours of the incident/accident.

Describe the internal review process for incident reports and how corrective action is implemented.

Incident and Accident Forms will be reviewed by Administrative Staff and forwarded to Risk Management. In an effort to reduce the future incidents, recommendations will be submitted by all parties, reviewed and presented to direct care staff.

Complaint/Grievance Process

Who is the person within the vendor's organization responsible for resolving the complaint/grievance?

Jackie Stanley

Is there a complaint/grievance form?

YES

Do you have written policies and procedures regarding the submission of complaints/grievances?

YES

Are complaints/grievances shared with consumers/families/consumer representatives?

YES

Who can file a complaint/grievance?

Vendor Policies

participant/responsible party

What is the complaint/grievance handling timeline?

The City of Peoria strives to resolve initial complaints/grievances w

Describe the complaints/grievances process.

Participants/responsible party will be encouraged to discuss any concerns with direct care staff first. If a resolution cannot be reached, the complaint will be forwarded to the Administrative Staff. The administrative staff will then investigate from all parties the nature of the grievance and respond in writing within 7-10 working days.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Participants/responsible parties will be given Program Surveys and Evaluations throughout the duration of the program dates. Mid year surveys encourage participants/responsible parties to give both positive and constructive feedback. Participants/responsible parties are encouraged to provide input on an ongoing basis throughout their time in the program.

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Surveys and evaluations will be tabulated and reviewed by Administrative Staff. Those areas receiving a fair or lower rating will be evaluated on how to improve or expand the level of service to meet the needs of the consumer.

Describe how are consumers/families/consumer representatives are involved in the hiring and/or evaluation of direct service staff.

Participants/responsible party can provide input into the interaction, communication, level of customer service on the evaluation forms that are mailed to participants at the end of the program. This can impact the evaluation and decisions about rehiring seasonal staff. All hiring and disciplinary issues will be administered through the Community Services and Human Resource Departments.

Who is feedback forwarded to within the agency?

Paula Considine

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer feedback is encouraged and gleaned from surveys and evaluations. In addition, participants/responsible parties have available phone numbers to contact Administrative Staff to share suggestions for improvement for future program ideas.

Is past feedback available to consumers/families/consumer representatives when considering a vendor?

Vendor Policies

YES

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

Feedback from consumers, families and consumer representatives via surveys and dialogue can have a positive/negative impact on the evaluation and retention of employees. Consumers/families/consumer representatives are encouraged to monitor or observe programs whenever the need arises.

Consumers/families/consumer representatives will also be included on the Adaptive Recreation Programs mailing list and receive a quarterly brochure of additional recreational opportunities. This would include social events, Special Olympics, classes, and trips. Participants/responsible parties are also encouraged to provide suggestions for upcoming activities they would like to see offered.

Please indicate if there are any active community advisory groups.

Currently the City does not have an active advisory group.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Direct care staff will be responsible for documenting the progress of individual goals and objectives and submitting on a monthly basis to Administrative Staff. The Administrative Staff reviewing these documents, all Certified Therapeutic Recreation Specialists, will make recommendation to the ISP team for any suggested changes to the current goals and objectives

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

The City of Peoria continually assesses the quality and appropriateness of services provided. A Recreation Programmer was hired specifically to monitor state funded programs for quality, safety, and compliance fwith contracted guidelines. Staff are evaluated twice during program sessions to determine if they are providing a high level of service that reflects both the expectations outlined in the state contract and the City's desire for quality, age appropriate choice driven activities. Improvements are made throughout the year based upon feedback from consumer/families/consumer representatives via written evaluations and ongoing dialogue.

DDD QUALIFIED VENDOR APPLICATION Vendor: City of Peoria	Contract #: 00651
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Services	RFQVA	Contract #
DAY TREATMENT & TRAINING - ADULT (DTA)	DDD704011	
DAY TREATMENT & TRAINING - CHILDREN AFTER SCHOOL (DAS)	DDD704011	
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM (DTS)	DDD704011	
HABILITATION SERVICES - SUPPORT - HOURLY (HAH)	DDD704011	
RESPIRE CARE HOURLY & DAILY (RSP)	DDD704011	

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Service Level Detail

DAY TREATMENT & TRAINING - ADULT

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon initial contact from participant/responsible party or support coordinator, Adaptive Recreation Administrative staff will conduct an initial interview with the responsible party to determine the appropriateness of service for the interested participant. During the interview, the following information will be provided:

- * Primary goal of the program is to enhance social and independent living skills through various recreational opportunities and service projects.
- * Programs are staffed on a 1:3 staff to participant ratio, so a high to medium level of independence is required
- * Hours of operation are Monday-Thursday 8:00 a.m.-2:00 p.m.
- * Transportation to and from the program is the participant/responsible party's responsibility.
- * Transportation to and from activities within the program will be provided by City of Peoria.

After the initial interview, prospective participants will be invited to visit the program with their responsible party, to view the program structure and interaction and to complete a Prospective Participation Form.

Upon review of completed forms, Administrative staff will notify participant/responsible party of available space in the program and potential start date.

The participant/responsible party will then be asked to contact their DES Support Coordinator to initiate a Universal Referral Form. In addition, Administrative Staff will also notify the Support Coordinator of start dates and status of participants.

Within 30 days of beginning the program, Administrative staff, along with direct care staff, will draft recommended goals/objectives for the participant to achieve while involved in the program. These recommendations will be presented to the ISP team for approval and reviewed quarterly.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

- NO Transportation in an individual/staff owned vehicle
- YES Transportation in an agency owned, leased or contracted vehicle
- NO Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

Prior to transporting any individual direct care staff conduct a safety check of interior and exterior equipment i.e. tires, seat belts, blinkers. All City vehicles are on a maintenance schedule. Vehicles are serviced by City Staff. All vehicles are on a seven year replacement cycle and are usually replaced between year 7-8.

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Service Level Detail

DAY TREATMENT & TRAINING - ADULT

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All City vehicles are given a copy of the Certificate of Insurance to be placed in the vehicles on an annual basis.

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All employees must have a valid drivers license to drive any city vehicle. Employees go through mandatory defensive driving and 15 passenger van training courses offered through the National Safety Council. The City's Risk Management pulls drivers records yearly. If a driver is found to have a serious offense (i.e. DUI) it could result in disciplinary actions up to termination.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

How are incidents of abuse, neglect, exploitation or injury reported externally?

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Service Level Detail

DAY TREATMENT & TRAINING - ADULT

Describe the internal review process for incident reports and how corrective action is implemented.

Complaint/Grievance Process

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evaluation of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Service Level Detail

DAY TREATMENT & TRAINING - ADULT

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Service Level Detail

DAY TREATMENT & TRAINING - CHILDREN AFTER SCHOOL

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon initial contact from participant/responsible party or support coordinator Adaptive Recreation Administrative staff will conduct an initial interview with the responsible party to determine the appropriateness of service for the interested participant. The interview will provide the following information depending on the age of the participant; Oakwood After School Program for students age 6-12

Primary goal is to increase social skills with their peers through in an inclusive recreation setting.

Peoria High After School Program for students age 12-22

This is a self contained program whose goal is to increase social and independent living skills through various recreational opportunities and service projects.

Both programs

- * Programs are staffed on a 1:3 staff to participant ratio, so a high to medium level of independence is required
- * Hours of operation are Monday-Friday 2:00-6:00 p.m.
- * Transportation to and from the program is the participant/responsible party responsibility. If attending a Peoria Unified School District school, transportation can be arranged to the program through the Peoria Unified Transportation Office.

After the initial interview, prospective participants will be invited to visit the program with their responsible party, to view the program structure and interaction and to complete a Prospective Participation Form.

Upon review of completed forms, Administrative staff will notify participant/responsible party of available space in the program and potential start date.

The participant/responsible party will then be asked to contact their DES Support Coordinator to initiate a Universal Referral Form. Administrative Staff will also notify the Support Coordinator of start dates and status of participants.

Within 30 days of beginning the program, Administrative staff, along with direct care staff, will draft recommended goals/objectives for the participant to achieve while involved in the program.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

- | | |
|-----|---|
| NO | Transportation in an individual/staff owned vehicle |
| YES | Transportation in an agency owned, leased or contracted vehicle |
| NO | Reimbursement for public transportation |

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Service Level Detail

DAY TREATMENT & TRAINING - CHILDREN AFTER SCHOOL

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

Prior to transporting any individual direct care staff conduct a safety check of interior and exterior equipment i.e. tires, seat belts, blinkers. All City vehicles are on a maintenance schedule. Vehicles are serviced by City Staff. All vehicles are on a seven year replacement cycle and are usually replaced between year 7-8.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All City vehicles are given a copy of the Certificate of Insurance to be placed in the vehicles on an annual basis.

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All employees must have a valid drivers license to drive any city vehicle. Employees go through mandatory defensive driving and 15 passenger van training courses offered through the National Safety Council. The City's Risk Management pulls drivers records yearly. If a driver is found to have a serious offense (i.e. DUI) it could result in disciplinary actions up to termination.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

Service Level Detail

DAY TREATMENT & TRAINING - CHILDREN AFTER SCHOOL

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

Complaint/Grievance Process

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evaluation of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Service Level Detail

DAY TREATMENT & TRAINING - CHILDREN AFTER SCHOOL

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Service Level Detail

DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon initial contact from participant/responsible party or support coordinator Adaptive Recreation Administrative staff will conduct an initial interview with the responsible party to determine the appropriateness of service for the interested participant. The interview will provide the following information depending on the age of the participant;

Oakwood Summer Recreation for students age 6-12 and Peoria STEP Out for students in 6th, 7th and 8th grade
Primary goal is to increase social skills with their peers through in an inclusive recreation setting.

Program setting is in a school cafeteria or gym with various levels of stimulation. Average attendance at each school site could range from 60-150 total participants. This would include those registered through DES/DDD and through the community.

Peoria High Summer Rec for students age 12-22 *

This is a self contained program designed to increase social and independent living skills through various recreational opportunities and off site trips.

All programs sites

- Staffed on a 1:3 staff to participant ratio, so a high to medium level of independence is required.
- Dates and hours of operation are Monday-Friday 8:00-12:00 noon
*extended program available with habilitation hours
- Transportation to and from the program is the participant/responsible party responsibility. Transportation to/from offsite activities will be provided by the City.

The participant/responsible party will then be asked to contact their DES Support Coordinator to initiate a Universal Referral Form. In additions, Administrative Staff will also notify the Support Coordinator of start dates and status of participants.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

- | | |
|-----|---|
| NO | Transportation in an individual/staff owned vehicle |
| YES | Transportation in an agency owned, leased or contracted vehicle |
| NO | Reimbursement for public transportation |

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Service Level Detail

DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM

Prior to transporting any individual direct care staff conduct a safety check of interior and exterior equipment i.e. tires, seat belts, blinkers. All City vehicles are on a maintenance schedule. Vehicles are serviced by City Staff. All vehicles are on a seven year replacement cycle and are usually replaced between year 7-8.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All City vehicles are given a copy of the Certificate of Insurance to be placed in the vehicles on an annual basis.

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All employees must have a valid drivers license to drive any city vehicle. Employees go through mandatory defensive driving and 15 passenger van training courses offered through the National Safety Council. The City's Risk Management pulls drivers records yearly. If a driver is found to have a serious offense (i.e. DUI) it could result in disciplinary actions up to termination.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Service Level Detail

DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

Complaint/Grievance Process

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evaluation of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Service Level Detail

DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Service Level Detail

HABILITATION SERVICES - SUPPORT - HOURLY

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon initial contact from participant/responsible party or support coordinator Adaptive Recreation Administrative staff will conduct an initial interview with the responsible party to determine the appropriateness of service for the interested participant. During the interview the following information will be provided:

- * Primary goal of the program is to enhance social and independent living skills through various recreational opportunities and service projects. This would include, but not limited to, community outings, personal care and hygiene, money and communication skills
- * Programs are staffed on a 1:3 staff to participant ratio, so a high to medium level of independence is required
- * Transportation to and from the program is the participant/responsible party responsibility
- * Transportation to and from activities within the program will be provided by City of Peoria.

After the initial interview, prospective participants will be invited to complete the required registrations forms and provide goals to be achieved while participating. Staff will review the information provided and make recommendations as needed.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

- NO Transportation in an individual/staff owned vehicle
- YES Transportation in an agency owned, leased or contracted vehicle
- NO Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

Prior to transporting any individual direct care staff conduct a safety check of interior and exterior equipment i.e. tires, seat belts, blinkers. All City vehicles are on a maintenance schedule. Vehicles are serviced by City Staff. All vehicles are on a seven year replacement cycle and are usually replaced between year 7-8.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All City vehicles are given a copy of the Certificate of Insurance to be placed in the vehicles on an annual basis.

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Service Level Detail

HABILITATION SERVICES - SUPPORT - HOURLY

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All employees must have a valid drivers license to drive any city vehicle. Employees go through mandatory defensive driving and 15 passenger van training courses offered through the National Safety Council. The City's Risk Management pulls drivers records yearly. If a driver is found to have a serious offense (i.e. DUI) it could result in disciplinary actions up to termination.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

Complaint/Grievance Process

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Service Level Detail

HABILITATION SERVICES - SUPPORT - HOURLY

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evaluation of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

Service Level Detail
HABILITATION SERVICES - SUPPORT - HOURLY

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Service Level Detail

RESPIRE CARE HOURLY & DAILY

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon initial contact from participant/responsible party or support coordinator, Adaptive Recreation Administrative staff will conduct an initial interview with the responsible party to determine the appropriateness of service for the interested participant. The interview will provide the following information;

* The program is designed to provide repite for participants and family members in a safe enviroment with their peers. The highlight of this program will be the opportunity to enjoy of variety of recreational opportunities and a large number of community outings.

* Dates and hours of scheduled program times.

*Transportation to and from the program location will be the participant/responsible party's responsibility. Transportation to and from activities while at the program will be provided by the City of Peoria.

If the participant/responsible party chooses to attend the respite program, the support coordinator will be contacted to initiate the necessary voucher or referral.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

- NO Transportation in an individual/staff owned vehicle
- YES Transportation in an agency owned, leased or contracted vehicle
- NO Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

Prior to transporting any individual direct care staff conduct a safety check of interior and exterior equipment i.e. tires, seat belts, blinkers. All City vehicles are on a maintenance schedule. Vehicles are serviced by City Staff. All vehicles are on a seven year replacement cycle and are usually replaced between year 7-8.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All City vehicles are given a copy of the Certificate of Insurance to be placed in the vehicles on an annual basis.

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Service Level Detail

RESPIRE CARE HOURLY & DAILY

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All employees must have a valid drivers license to drive any city vehicle. Employees go through mandatory defensive driving and 15 passenger van training courses offered through the National Safety Council. The City's Risk Management pulls drivers records yearly. If a driver if found to have a serious offense (i.e. DUI) it could result in disciplinary actions up to termination.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

Complaint/Grievance Process

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Service Level Detail

RESPIRE CARE HOURLY & DAILY

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evaluation of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Service Level Detail

RESPIRE CARE HOURLY & DAILY

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Administrative Sites

Site Name Peoria Community Center

District: DISTRICT 1
8335 W. Jefferson

8401 W. Monroe

Peoria, ARIZONA 85345

Telephone: (623) 7737436

Primary Contact Information

Name: Paula Considine

Telephone: (623) 7737436

Email Address: paulac@peoriaaz.com

Site Scheduler Information

Name: Brian DeGrandchamp

Telephone: (623) 7737436

FAX: (623) 4868501

Email Address: briand@peoriaaz.com

After Hours Contact Information

Name: Paula Considine

Telephone: (623) 7737436

FAX: (623) 4868501

Email Address: paulac@peoriaaz.com

Sunday		To	
Monday	08:00AM	To	06:00PM
Tuesday	08:00AM	To	06:00PM
Wednesday	08:00AM	To	06:00PM
Thursday	08:00AM	To	06:00PM
Friday	08:00AM	To	06:00PM
Saturday		To	

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Administrative Sites

Services At This Site

DAY TREATMENT & TRAINING - ADULT (DTA)

DAY TREATMENT & TRAINING - CHILDREN AFTER SCHOOL (DAS)

DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM (DTS)

HABILITATION SERVICES - SUPPORT - HOURLY (HAH)

RESPIRE CARE HOURLY & DAILY (RSP)

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Admin Site: Peoria Community Center
 For Service: DAY TREATMENT & TRAINING - ADULT (DTA)

Site Name Adult Day Program North (OPENING AUGUST 2004)

21321 N. 86th Drive

District: DISTRICT 1

Peoria, ARIZONA 85383

Alpha Code:

Telephone: (623) 7737436

Primary Contact Information

Name: Paula Considine

Telephone: (623) 7737436

Email Address: paulac@peoriaaz.com

Site Scheduler Information

Name: Brian DeGrandchamp

Telephone: (623) 7737436 FAX: (623) 4868501

Email Address: briand@peoriaaz.com

After Hours Contact Information

Name: Paula Considine

Telephone: (623) 7737436 FAX: (623) 4868501

Email Address: paulac@peoriaaz.com

Sunday		To	
Monday	08:00AM	To	05:00PM
Tuesday	08:00AM	To	05:00PM
Wednesday	08:00AM	To	05:00PM
Thursday	08:00AM	To	05:00PM
Friday	08:00AM	To	05:00PM
Saturday		To	

Maximum Capacity: 15 New Referrals? YES Age From

Current Occupancy: 0 Number of Bedrooms: Age To:

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Admin Site: Peoria Community Center

For Service: DAY TREATMENT & TRAINING - ADULT (DTA)

Site Name Adult Day Program South

10236 N. 83rd Ave

District: DISTRICT 1

Peoria, ARIZONA 85345

Alpha Code:

Telephone: (623) 7737436

Primary Contact Information

Name: Paula Considine

Telephone: (623) 7737436

Email Address: paulac@peoriaaz.com

Site Scheduler Information

Name: Brian DeGrandchamp

Telephone: (623) 7737436 FAX: (623) 4868501

Email Address: briand@peoriaaz.com

After Hours Contact Information

Name: Paula Considine

Telephone: (623) 7737436 FAX: (623) 4868501

Email Address: paulac@peoriaaz.com

Sunday		To	
Monday	08:00AM	To	05:00PM
Tuesday	08:00AM	To	05:00PM
Wednesday	08:00AM	To	05:00PM
Thursday	08:00AM	To	05:00PM
Friday	08:00AM	To	05:00PM
Saturday		To	

Maximum Capacity: 13 New Referrals? NO Age From

Current Occupancy: 13 Number of Bedrooms: Age To:

DDD QUALIFIED VENDOR APPLICATION
Vendor: City of Peoria

Contract #: 00651

Admin Site: Peoria Community Center
For Service: DAY TREATMENT & TRAINING - CHILDREN AFTER SCHOOL (DAS)

Site Name Oakwood After School Program

12900 N. 71st Ave
Peoria, ARIZONA 85381
Telephone: (623) 7737436

District: DISTRICT 1
Alpha Code:

Primary Contact Information

Name: Paula Considine
Telephone: (623) 7737436
Email Address: paulac@peoriaaz.com

Site Scheduler Information

Name: Brian DeGrandchamp
Telephone: (623) 7737436 FAX: (623) 4868501
Email Address: briand@peoriaaz.com

After Hours Contact Information

Name: Paula Considine
Telephone: (623) 7737436 FAX: (623) 4868501
Email Address: paulac@peoriaaz.com

Sunday		To	
Monday	08:00AM	To	05:00PM
Tuesday	08:00AM	To	05:00PM
Wednesday	08:00AM	To	05:00PM
Thursday	08:00AM	To	05:00PM
Friday	08:00AM	To	05:00PM
Saturday		To	

Maximum Capacity: 9 New Referrals? YES Age From
Current Occupancy: 4 Number of Bedrooms: Age To:

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Admin Site: Peoria Community Center
For Service: DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM (DTS)

Site Name Oakwood Summer Recreation Program

12900 N. 71st Ave

District: DISTRICT 1

Peoria, ARIZONA 85381

Alpha Code:

Telephone: (623) 7737436

Primary Contact Information

Name: Paula Considine

Telephone: (623) 7737436

Email Address: paulac@peoriaaz.com

Site Scheduler Information

Name: Brian DeGrandchamp

Telephone: (623) 7737436 FAX: (623) 4868501

Email Address: briand@peoriaaz.com

After Hours Contact Information

Name: Paula Considine

Telephone: (623) 7737436 FAX: (623) 4868501

Email Address: paulac@peoriaaz.com

Sunday		To	
Monday	08:00AM	To	05:00PM
Tuesday	08:00AM	To	05:00PM
Wednesday	08:00AM	To	05:00PM
Thursday	08:00AM	To	05:00PM
Friday	08:00AM	To	05:00PM
Saturday		To	

Maximum Capacity: 22 New Referrals? YES Age From

Current Occupancy: 5 Number of Bedrooms: Age To:

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Admin Site: Peoria Community Center
For Service: DAY TREATMENT & TRAINING - CHILDREN AFTER SCHOOL (DAS)

Site Name Parkridge After School Program

9970 W. Beardsley Road

District: DISTRICT 1

Peoria, ARIZONA 85383

Alpha Code:

Telephone: (623) 7737436

Primary Contact Information

Name: Paula Considine

Telephone: (623) 7737436

Email Address: paulac@peoriaaz.com

Site Scheduler Information

Name: Brian DeGrandchamp

Telephone: (623) 7737436 FAX: (623) 4868501

Email Address: briand@peoriaaz.com

After Hours Contact Information

Name: Paula Considine

Telephone: (623) 7737436 FAX: (623) 4868501

Email Address: paulac@peoriaaz.com

Sunday		To	
Monday	08:00AM	To	05:00PM
Tuesday	08:00AM	To	05:00PM
Wednesday	08:00AM	To	05:00PM
Thursday	08:00AM	To	05:00PM
Friday	08:00AM	To	05:00PM
Saturday		To	

Maximum Capacity: 9 New Referrals? YES Age From

Current Occupancy: 0 Number of Bedrooms: Age To:

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Admin Site: Peoria Community Center
For Service: DAY TREATMENT & TRAINING - CHILDREN AFTER SCHOOL (DAS)

Site Name Peoria High After School Program

11200 N. 83rd Ave
Peoria, ARIZONA 85345
Telephone: (623) 7737436

District: DISTRICT 1
Alpha Code:

Primary Contact Information

Name: Paula Considine
Telephone: (623) 7737436
Email Address: paulac@peoriaaz.com

Site Scheduler Information

Name: Brian DeGrandchamp
Telephone: (623) 7737436 FAX: (623) 4868501
Email Address: briand@peoriaaz.com

After Hours Contact Information

Name: Paula Considine
Telephone: (623) 7737436 FAX: (623) 4868501
Email Address: paulac@peoriaaz.com

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Wednesday	08:00AM	To	05:00PM
Thursday	08:00AM	To	05:00PM
Friday	08:00AM	To	05:00PM
Saturday		To	

Maximum Capacity: 15 New Referrals? YES Age From
Current Occupancy: 14 Number of Bedrooms: Age To:

DDD QUALIFIED VENDOR APPLICATION
Vendor: City of Peoria

Contract #: 00651

Admin Site: Peoria Community Center
For Service: DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM (DTS)

Site Name Peoria High Summer Recreation Program

10

District: DISTRICT 1

Peoria, ARIZONA 85345

Alpha Code:

Telephone: (623) 7737436

Primary Contact Information

Name: Paula Considine

Telephone: (623) 7737436

Email Address: paulac@peoriaaz.com

Site Scheduler Information

Name: Brian DeGrandchamp

Telephone: (623) 7737436 FAX: (623) 4868501

Email Address: briand@peoriaaz.com

After Hours Contact Information

Name: Paula Considine

Telephone: (623) 7737436 FAX: (623) 4868501

Email Address: paulac@peoriaaz.com

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Wednesday	08:00AM	To	05:00PM
Thursday	08:00AM	To	05:00PM
Friday	08:00AM	To	05:00PM
Saturday		To	

Maximum Capacity: 20 New Referrals? YES Age From

Current Occupancy: 5 Number of Bedrooms: Age To:

DDD QUALIFIED VENDOR APPLICATION

Vendor: City of Peoria

Contract #: 00651

Admin Site: Peoria Community Center
For Service: DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM (DTS)

Site Name Peoria STEP Out Program

11200 N. 83rd Ave

District: DISTRICT 1

Peoria, ARIZONA 85345

Alpha Code:

Telephone: (623) 7737436

Primary Contact Information

Name: Paula Considine

Telephone: (623) 7737436

Email Address: paulac@peoriaaz.com

Site Scheduler Information

Name: Brian DeGrandchamp

Telephone: (623) 7737436 FAX: (623) 4868501

Email Address: briand@peoriaaz.com

After Hours Contact Information

Name: Paula Considine

Telephone: (623) 7737436 FAX: (623) 4868501

Email Address: paulac@peoriaaz.com

Sunday		To	
Monday	08:00AM	To	05:00PM
Tuesday	08:00AM	To	05:00PM
Wednesday	08:00AM	To	05:00PM
Thursday	08:00AM	To	05:00PM
Friday	08:00AM	To	05:00PM
Saturday		To	

Maximum Capacity: 9 New Referrals? YES Age From

Current Occupancy: 0 Number of Bedrooms: Age To:

RFQVA AMENDMENT	DEPARTMENT OF ECONOMIC SECURITY
RFQVA No: DDD 704011	Agency: Division of Developmental Disabilities
Amendment No: 5	Address: 1789 W. Jefferson, Site Code 791A Phoenix, Arizona 85005
Page 1 of 24	Phone: (602) 542-6874
<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 7</u> – SERVICE SPECIFICATIONS:</p> <p>Page 7-25, Day Treatment and Training, Adult, Service Utilization Guidelines, item 2, is amended to delete “for a program day” as a conforming change</p> <p>Page 7-26, Day Treatment and Training, Adult, Rate, item 2, is amended to strike “daily” before “ratio” as a conforming change</p> <p>Page 7-26 and page 7-26(a), Day Treatment and Training, Adult, Unit of Service, item 1, is amended to clarify that the staff to consumer ratio may be calculated on a daily or monthly basis</p> <p>Page 7-26 (a), Day Treatment and Training, Adult, Unit of Service, item 2, is amended to add “for that day” at the end of the first paragraph as a conforming change</p> <p>Page 7-26 (a), Day Treatment and Training, Adult, Unit of Service, item 3, is amended to strike “daily” before “ratio” and make other conforming changes</p> <p>Page 7-30, Day Treatment and Training, Child (After-School), Service Utilization Guidelines, item 2, is amended to delete “for a program day” as a conforming change</p> <p>Page 7-31, Day Treatment and Training, Child (After-School), Rate, item 2, is amended to strike “daily” before “ratio” as a conforming change</p> <p>Page 7-31 and page 7-31(a), Day Treatment and Training, Child (After-School), Unit of Service, item 1, is amended to clarify that the staff to consumer ratio may be calculated on a daily or monthly basis</p> <p>Page 7-31(a), Day Treatment and Training, Child (After-School), Unit of Service, item 2, is amended to add “for that day” after the end of the first paragraph as a conforming change</p>	

Page 7-35, Day Treatment and Training, Child (Summer), Service Utilization Guidelines, item 2, is amended to delete "for a program day" as a conforming change

Page 7-36, Day Treatment and Training, Child (Summer), Rate, item 2, is amended to strike "daily" before "ratio" as a conforming change

Page 7-36 and 7-36 (a), Day Treatment and Training, Child (Summer), Unit of Service, item 1, is amended to clarify that the staff to consumer ratio may be calculated on a daily or monthly basis

Page 7-36 (a), Day Treatment and Training, Child (Summer), Unit of Service, item 2, is amended to add "for that day" after the end of the first paragraph as a conforming change

Page 7-53, Habilitation, Community Protection and Treatment Group Home, Rate, is amended to:

- In item 6, insert "a week in" after "the Qualified Vendor must provide in" as a conforming change
- In item 7 clarify that the Qualified Vendor may calculate weekly direct service hours weekly or at the end of the month
- Add a new item 8 to provide guidance on calculating weekly direct services hours at the end of the month
- Renumber items 8 to 12 as a conforming change
- Revise Example 2 as a conforming change

Page 7-61, Habilitation, Group Home, Rate, is amended to:

- In item 4, insert "a week in" after "the Qualified Vendor must provide in" as a conforming change
- In item 5 clarify that the Qualified Vendor may calculate weekly direct service hours weekly or at the end of the month
- Add a new item 6 to provide guidance on calculating weekly direct services hours at the end of the month
- Renumber items 6 to 9 as a conforming change
- Revise Example 2 as a conforming change

Page 7-72, Room and Board, All Group Homes, Rate, item 4, is revised to allow billing for absences

Page 7-82, Nursing, Rate, is amended to add new item 2, which establishes modified rates if the Qualified Vendor must travel 50 or more miles one way to provide this service to a consumer

Page 7-111, Transportation, Rate, is amended to add a new item 5, which establishes modified rates for exceptional transportation services, and to renumber item 5 as item 6 as a conforming change

The following pages are attached:

Revised SECTION 7 – SERVICE SPECIFICATIONS, pages 7-25 to 7-26(a), 7-30 to 7-31(a), 7-35 to 7-36(a), 7-53 to 7-55(a), 7-61 to 7-62, 7-72, 7-82 to 7-82(a), and 7-111 to 7-112

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

NOTE: CONCURRENT WITH THE RELEASE OF THIS AMENDMENT THE DIVISION OF DEVELOPMENTAL DISABILITIES IS PUBLISHING REVISED RATE SCHEDULES (VERSION 4) THAT INCLUDE NEW RATES FOR NURSING AND FOR TRANSPORTATION	
THE EXPLANATIONS CONTAINED IN THE SCHEDULES HAVE BEEN AMENDED TO CONFORM WITH THE AMENDMENTS TO THE RFQVA.	
Applicant hereby acknowledges receipt and understanding of the above RFQVA amendment.	The above referenced RFQVA Amendment is hereby executed this 1st day of December, 2003, at Phoenix, Arizona.
 Signature	4-20-04 Date
Typed Name and Title	<i>Antonia Valladares</i> DDD Procurement Specialist
Name of Company	

4. Assist each consumer in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem solving abilities for use in daily interactions.
5. Provide opportunities for consumers to participate in community activities and facilitate consumer utilization of community resources.
6. Provide transportation necessary to support program activities.
7. Develop a monthly on-site/community integrated schedule of daily activities and document consumers' direct input into the monthly schedule. Daily activities and schedules are based on consumer choice, developmental level, ISP goals, and enrichment of life experiences. Allow for reasonable choice in activity participation, and offer alternative activities. This schedule shall be available to consumers, consumer representatives, or others upon request.
8. Play an active role in ensuring that services with other involved entities, including group homes, health care providers, and schools are coordinated to meet the needs of the consumers served.
9. When appropriate, provide consumers opportunities to earn money as part of habilitative learning objectives.
10. Partner with the Division to conduct program reviews to assess performance in meeting all identified tasks, promote quality improvement, and encourage best practices. Such reviews shall include participation of consumers served, families, and all other interested parties. The frequency of the reviews shall be determined by the Division.

Service Utilization Guidelines

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

Rate

1. Published.
2. The ratio rate for this service is established through the ratio of total direct service staff hours with consumers present at the program to total consumer hours.
3. The Division established a separate rate for this service in the rural areas of the state. This modified rate has a premium over the standard rate for this service. The Qualified Vendor shall bill the Division this modified rate only after it receives authorization from the DDD Program Administrator/Manager or designee. The general guideline for authorizing the modified rate for rural areas is that the potential client base of the program size has fewer than 20 consumers in a 40 mile radius.
4. The Division established a separate rate for this service to behaviorally or medically intense consumers. Special authorization for these consumers is required by the DDD Program Administrator/Manager or designee. The rate is equal to the adopted Habilitation, Support rate in the published rate schedule. 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 on the rate schedule.
 - c. The Qualified Vendor may calculate this ratio on a daily basis using actual hours for each day or may calculate the ratio at the end of the calendar month using the actual number of hours for the entire month to determine an average ratio for the month.

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

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

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

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

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

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

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

4. Assist each consumer in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem solving abilities for use in daily interactions.
5. Provide opportunities for consumers to participate in community activities and facilitate consumer utilization of community resources.
6. Provide transportation necessary to support program activities.
7. Develop a monthly on-site/community integrated schedule of daily activities and document the consumer's direct input into the monthly schedule. Daily activities and schedules are based on the consumer's choice, developmental level, ISP goals, and enrichment of life experiences. Allow for reasonable choice in activity participation, and offer alternative activities. This schedule shall be available to the consumer, consumer's representative, or others upon request.
8. Play an active role in ensuring that services with other involved entities, including group homes, health care providers, and schools are coordinated to meet the needs of the consumers served.
9. Partner with the Division to conduct program reviews to assess performance in meeting all identified tasks, promote quality improvement, and encourage best practices. Such reviews shall include participation of consumers served, families, and all other interested parties. The frequency of the reviews shall be determined by the Division.

Service Utilization Guidelines

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

Rate

1. Published.
2. The ratio rate for this service is established through the ratio of total direct service staff hours with consumers present at the program to total consumer hours.
3. The Division established a separate rate for this service to behaviorally or medically intense consumers. Special authorization for these consumers is required by the DDD Program Administrator/Manager or designee. The rate is equal to the adopted Habilitation, Support rate in the published rate schedule. 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 on the rate schedule.
 - 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 consumer hours divided by total direct service staff hours = $110 / 28$
or $2,200 / 560 = 3.928$
- This program's ratio is 1:3.928

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

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

2. The Division will not compensate Qualified Vendors for any absences. For example, if a consumer stays in the day program for two hours in the morning, then leaves for two hours, and then returns for three hours, and all activity takes place within the same program day, total hours for this consumer shall be equal to five for that day.

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

4. Assist each consumer in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem solving abilities for use in daily interactions.
5. Provide opportunities for consumers to participate in community activities and facilitate consumer utilization of community resources.
6. Provide transportation necessary to support program activities.
7. Develop a monthly on-site/community integrated schedule of daily activities and document the consumer's direct input into the monthly schedule. Daily activities and schedules are based on the consumer's choice, developmental level, ISP goals, and enrichment of life experiences. Allow for reasonable choice in activity participation, and offer alternative activities. This schedule shall be available to the consumer, consumer's representative, or others upon request.
8. Play an active role in ensuring that services with other involved entities, including group homes, health care providers, and schools are coordinated to meet the needs of the consumers served.
9. Partner with the Division to conduct program reviews to assess performance in meeting all identified tasks, promote quality improvement, and encourage best practices. Such reviews shall include participation of consumers served, families, and all other interested parties. The frequency of the reviews shall be determined by the Division.

Service Utilization Guidelines

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

Rate

1. Published.
2. The ratio rate for this service is established through the ratio of total direct service staff hours with consumers present at the program to total consumer hours.
3. The Division established a separate rate for this service to behaviorally or medically intense consumers. Special authorization for these consumers is required by the DDD Program Administrator/Manager or designee. The rate is equal to the adopted Habilitation, Support rate in the published rate schedule. 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 on the rate schedule.
 - 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 consumer hours divided by total direct service staff hours = $110 / 28$
or $2,200 / 560 = 3.928$
- This program's ratio is 1:3.928

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

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

2. The Division will not compensate Qualified Vendors for any absences. For example, if a consumer stays in the day program for two hours in the morning, then leaves for two hours, and then returns for three hours, and all activity takes place within the same program day, total hours for this consumer shall be equal to five for that day.

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

Rate

1. Published.
2. If at least one of the residents in the facility is authorized to receive this service, the Qualified Vendor may bill the Division the Habilitation, Community Protection and Treatment Group Home rate for all residents in the facility.
3. If the resident that requires Habilitation, Community Protection and Treatment Group Home direct service hours moves out of the facility, the Qualified Vendor may continue to bill the Division at the Habilitation, Community Protection and Treatment Group Home rate for the reduced number of residents for a 60 day period, at which point the facility will be delivering Habilitation, Group Home services.
4. The daily rate for this service is established through an Adopted Rate Matrix for Habilitation, Community Protection and Treatment Group Home, and is based on Staff Hour unit of service. Staff Hours are the hours provided by the Qualified Vendor that the Division authorizes the Qualified Vendor to schedule and provide at the service site to assure health, safety, and the delivery of habilitation services to the residents.
5. The Division will make payments to the Qualified Vendor on the *per diem* basis based on the hourly rate for the Staff Hour unit of service, the number of residents in the home, and the direct service hours provided up to the number of authorized direct service hours for the home. The adopted rate does not include incontinent supplies or nutritional supplements, which shall be billed separately. These modifiers will be approved by the Division on a case-by-case basis, and the Qualified Vendor will be paid for these expenses in addition to the *per diem* rate and only for those residents that require them.
6. The Adopted Rate Matrix for Habilitation, Community Protection and Treatment Group Home is composed of ranges representing the number of direct service hours that may be authorized by the Division to be provided by the Qualified Vendor at a particular group home during a week. A week is a consecutive seven day stretch of time that begins at midnight on Sunday and ends at 11:59 p.m. the following Saturday. The Adopted Rate Matrix for Habilitation, Community Protection and Treatment Group Home contains 14 ranges, each of which specifies 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. This Matrix is statewide for all Habilitation, Community Protection and Treatment Group Homes. The Adopted Rate Matrix for Habilitation, Community Protection and Treatment Group Home illustrates the span of direct service hours associated with each authorized range.

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

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

Example 1: Typical Billing

Using Range 6 of the Adopted Rate Matrix for Habilitation, Community Protection and Treatment Group Home as reflective of both the authorized range and the number of direct service hours delivered, and assuming three residents were present in the group home, the applicable *per diem* rate per resident would be \$134.40.

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

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

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

Example 3: Different Number of Residents

Using Range 6 of the Adopted Rate Matrix for Habilitation, Community Protection and Treatment Group Home as reflective of both the authorized range and the number of direct service hours delivered, and assuming three residents were present in the group home, the applicable *per diem* rate per resident would be \$134.40.

Assume on day two of the week one resident leaves, until an adjustment is made and unless the Qualified Vendor reduces the number of direct service hours for the remaining two residents, the Qualified Vendor shall bill the Division a *per diem* rate based the authorized range of hours (Range 6) and two residents. Therefore, starting with day two of the week and until an adjustment is made in the authorized direct service hours, the Qualified Vendor shall bill the Division a *per diem* rate of \$201.60 for the remaining two residents.

Unit of Service

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

Direct Service Staff Qualifications

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

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

4. The Adopted Rate Matrix for Habilitation, Group Home is composed of ranges representing the number of direct service hours that may be authorized by the Division to be provided by the Qualified Vendor at a particular group home during a week. A week is a consecutive seven day stretch of time that begins at midnight on Sunday and ends at 11:59 p.m. the following Saturday. The Adopted Rate Matrix for Habilitation, Group Home contains 14 ranges, each of which specifies 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. This Matrix is statewide for all Habilitation, Group Homes. The Adopted Rate Matrix for Habilitation, Group Home illustrates the span of direct service hours associated with each authorized range.
5. The Qualified Vendor shall invoice for payment for each consumer the *per diem* rate on the Adopted Rate Matrix for Habilitation, Group Home that reflects the number of residents in the group home and the range of hours provided in a week that reflect the lesser of 1) the authorized direct service hours, or 2) the actual direct service hours delivered. The Qualified Vendor may calculate the weekly direct service hours weekly, or may calculate a monthly average of weekly direct service hours at the end of the month for that month.
6. If the Qualified Vendor elects to calculate a monthly average of weekly direct service hours at the end of the month, the Qualified Vendor shall determine the total number of direct service hours in a given month and determine the average number of direct service hours per week by dividing (the total number of direct service hours in a month) by (the number of weeks in a month).
 - If there are 31 days in a month, then the number of weeks in a month is 4.43
 - If there are 30 days in a month, then the number of weeks in a month is 4.29
 - If there are 29 days in a month, then the number of weeks in a month is 4.14
 - If there are 28 days in a month, then the number of weeks in a month is 4.00
7. The *per diem* rates paid to a Qualified Vendor with multiple homes will vary among homes according to the authorized direct service hours, actual direct service hours provided, and number of residents at each group home.

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

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

Example 1: Typical Billing

Using Range 6 of the Adopted Rate Matrix for Habilitation, Group Home as reflective of both the authorized range and the number of direct service hours delivered, and assuming five residents were present in the group home, the applicable *per diem* rate per resident would be \$72.55.

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

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

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

Example 3: Different Number of Residents

Using Range 6 of the Adopted Rate Matrix for Habilitation, Group Home as reflective of both the authorized range and the number of direct service hours delivered, and assuming five residents were present in the group home, the applicable *per diem* rate per resident would be \$72.55.

Assume on day two of the week one resident leaves, until an adjustment is made and unless the Qualified Vendor reduces the number of direct service hours for the remaining four residents, the Qualified Vendor shall bill the Division a *per diem* rate based the authorized range of hours (Range 6) and four residents. Therefore, starting with day two of the week and until an adjustment is made in the authorized direct service hours, the Qualified Vendor shall bill the Division a *per diem* rate of \$90.69.

Unit of Service

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

- 4.2 When cost share agreements are made by the Division with a behavioral health entity to pay for room and board services as part of "wrap around" services for a consumer.

Service Utilization Guidelines

Reserved.

Rate

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

Unit of Service

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

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 on the rate schedule. The distance is calculated from the Qualified Vendor's principle place of business to the location of the nursing service (generally the consumer's home). These modified rates may also be used for multiple clients.

Unit of Service

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

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

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

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

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

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

Rate

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

5.2 Extensive Distance Modified Rate

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

Unit of Service

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

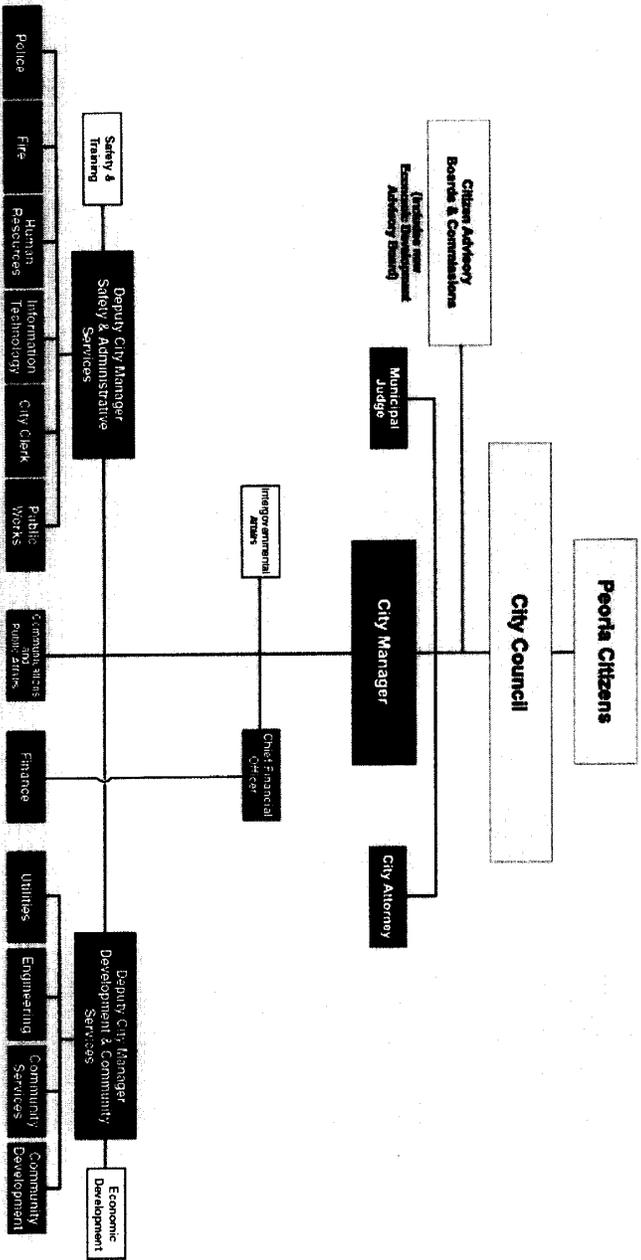
Direct Service Staff Qualifications

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

Recordkeeping and Reporting Requirements

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

City of Peoria Organization as of July 1, 2003



DO NOT SEND TO IRS	STATE OF ARIZONA SUBSTITUTE W-9 FORM REQUEST FOR TAXPAYER IDENTIFICATION AND CERTIFICATION	DO NOT SEND TO IRS
*****LEGIBLY PRINT OR TYPE REQUIRED INFORMATION*****		
Part I Taxpayer Identification Number (TIN)		
Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). If you are a resident alien OR a sole proprietor OR do not have a number, see the instructions on page 2.		
Social Security Number (SSN)	OR	Employer Identification Number (EIN)
2 <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		1 <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/>
Name (if using SSN) or Business Name (if using EIN) - as reported with Social Security Administration or IRS		
<u>City of Peoria Arizona</u>		
Remittance Address (if different from main address)		
Name _____		
Address _____		
City, State, and ZIP code _____		
Main Address (where tax information and general correspondence is to be mailed)		
<u>8401 W Monroe St</u>		
City, State, and ZIP code _____		
<u>Peoria AZ 85345</u>		
Contact Name <u>Paula Corsidine</u>		
Telephone number _____ Fax number _____		
<u>(623) _____</u>		
Part II For Payees Exempt From Backup Withholding (See instructions on page 2.)		
<u>Exempt</u>		
Check the appropriate box:		
<input type="checkbox"/> (1)(E) State Employee	<input type="checkbox"/> (5) Business (check one of the following)	<input type="checkbox"/> (6) Individual (check one of the following)
<input type="checkbox"/> (2)(G) Federal Agency	<input type="checkbox"/> (A) Arizona Corp.-including Non-Profit	<input type="checkbox"/> (I) U.S. Citizen/Permanent Resident
<input type="checkbox"/> (3)(G) Arizona State Agency	<input type="checkbox"/> (C) PC, PLLC, or LLC	<input type="checkbox"/> (S) Sole Owner of a Business (using SSN)
<input checked="" type="checkbox"/> (4)(G) Other Government Agency	<input type="checkbox"/> (F) Financial Institution	<input type="checkbox"/> (7) Other (Non-corporate including, but not limited to conferences, trust funds, receiverships)
<u>municipality</u>	<input type="checkbox"/> (H) Benefits Provider	--PLEASE BRIEFLY DESCRIBE
	<input type="checkbox"/> (M) Medical Corp.	
	<input type="checkbox"/> (O) Out of State Corp.-including Non-Profit	<input type="checkbox"/> (8)(B) Board Member
	<input type="checkbox"/> (P) Professional Assoc.	
	<input type="checkbox"/> (S) Sole Owner (using EIN)	
	<input type="checkbox"/> (T) Partnership, LLP, or LTD	
	<input type="checkbox"/> (U) Public Utility Co.	
Minority Business Indicator: (check one of the following that best describes your business)		
<input type="checkbox"/> 01 - Small Business	<input type="checkbox"/> 06 - Small Business/Woman Owner	<input type="checkbox"/> 11 - Small Business/Minority Woman Owner
<input type="checkbox"/> 02 - Minority Owner Business	<input type="checkbox"/> 07 - Small Business/Disabled Owner	<input type="checkbox"/> 12 - Small Business/Disabled Minority Owner
<input type="checkbox"/> 03 - Woman Owner Business	<input type="checkbox"/> 08 - Minority Woman Owner Business	<input type="checkbox"/> 13 - Small Business/Disabled Minority Woman Owner
<input type="checkbox"/> 05 - Small Business/Minority Owner	<input type="checkbox"/> 09 - Disabled Minority Owner Business	<input checked="" type="checkbox"/> 00 - None of these apply
<input type="checkbox"/> 04 - Disabled Woman Owner Business		
Part III Certification		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), AND		
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND		
3. I am a U.S. person (including a U.S. resident alien).		
Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See instructions on page 2.)		
The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.		
Sign Here <u>Paula Corsidine</u>	Date <u>3/23/04</u>	
RETURN THIS FORM AND REPORT ANY CHANGES IN THE ABOVE INFORMATION TO THE STATE AGENCY THAT YOU DO BUSINESS WITH		
FOR STATE AGENCY USE ONLY DO NOT WRITE BELOW THIS LINE		
VENDOR # _____	MC(s) _____ (mail address)	MC(s) _____ (remittance address)
<input type="checkbox"/> NEW VENDOR	<input type="checkbox"/> TIN CHANGE	<input type="checkbox"/> NAME CHANGE
AGY _____ AGENCY CONTACT _____	AGENCY CONTACT PHONE # (_____)	EXT. _____
APPROVED BY (PRINT) _____	(SIGNATURE) _____	Date _____

Client#: 30151

CITYOFPEORIA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 06/30/03
PRODUCER New P&C Department Meslow Insurance Services North Clark Street - 12th Peoria - Bobby Dufkis	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
AGGREGATE City of Peoria 8401 W. Monroe Street Peoria, AZ 85345	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: St Paul Companies - Chicago	
	INSURER B: Travelers Property/Casual	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD <input checked="" type="checkbox"/> Public Off. E&O GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GP06301403 subject to \$500,000 SIR	07/01/03	07/01/04	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	GP06301403 subject to \$500,000 SIR	07/01/03	07/01/04	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		OTHER Commercial P	KTKCMBN297T228803	07/01/03	07/01/04	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 certificate holder is additional insured as respect the hadicapped program grant

CERTIFICATE HOLDER State of Arizona Department of Economic Security 1789 W. Jefferson Phoenix, AZ 85007	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>James C. Sizer</i>
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Summary

Suits or judgments pending or entered

1. C.J. Smith

Summary: When he was five years old, during a group outing to Centennial Pool, C.J. became submerged in a foot of water for a number of seconds. Recreation Staff rescued C.J., and he was transported to a hospital for observation. C.J. recovered fully from the incident. His parents filed a lawsuit against the City of Peoria, claiming the Staff had been negligent. Rather than engage in a lengthy litigation having a risk of negative jury verdict, the City entered into a settlement agreement with the parents (paying \$175,000) which ended the matter.

Action Taken:

The Adaptive Recreation Program initiated a Swim Assessment Form which is completed by all individuals referred to the summer program through DES/DDD. This helps to determine the appropriateness and staffing level for that individual to participate in water related activities.

This

Home & Community Based Services (HCBS) Certificate

*is hereby issued by the
Arizona Department of Economic Security
Office of Licensing, Certification and Regulation to*

City Of Peoria-Hcbs

For the following services

Effective Date of Service

42 DD DAY CARE (DAY TREATMENT & TRAINING) 12/01/88

*This certification will remain in affect ten (10) years from the date of
issuance unless sooner suspended or revoked, as provided by law.
To ensure continued compliance with Arizona Administrative Code
(A.A.C. R6-6-1500, et. seq.),
a file audit verifying required documentation is conducted annually
during the month of NOVEMBER.*

12-20-01
Date Issued

Norma J. Lewis
DES/OLCR HCBS Certification Manager
P.O. Box 6123-076A, Phoenix, Az 85005 (602) 495-1308 or 1-888-514-5444 018235

RFQVA AMENDMENT	DEPARTMENT OF ECONOMIC SECURITY
RFQVA No: DDD 704011	Agency: Division of Developmental Disabilities
Amendment 6 01	Address: 1789 W. Jefferson, Site Code 791A Phoenix, Arizona 85005
Page 1 of 22	Phone: (602) 542-6874
<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 3 – INSTRUCTIONS TO APPLICANTS</u></p> <p>Page 3-2, Section 3.2.1, General, 1st paragraph after item 5, first sentence, is amended to replace “services” after “both” with “RFQVAs”</p> <p>Page 3-3, Section 3.2.5, Agreement, 1st paragraph, is amended to insert “or designee’s” between “Procurement Officer’s” and “signature”</p> <p>Page 3-4, Section 3.2.6, Application Updates and Amendments, is amended to delete the 5th and 6th sentences regarding updated and amended Applications</p> <p>Page 3-5, Section 3.6, Protests, 1st paragraph, last sentence, is amended to replace “Application” with “Applicant”</p> <p><u>Section 5 – SERVICE REQUIREMENTS/SCOPE OF WORK</u></p> <p>Page 5-6, Section 5.9, Transition, is amended to</p> <p style="text-align: center;">Replace “another Qualified Vendor” with “another provider” Replace “new Qualified Vendor” with “new provider”</p>	

NO. 26879 #01
 Filed with the Secretary of State
 Date Filed: 12/28/04

Janice K. Brewer
 Secretary of State

By: David D. Bruneau

L CON 03904 A

<p>RFQVA AMENDMENT</p> <p>RFQVA No: DDD 704011</p> <p>Amendment No: 6</p> <p>Page 1 of 22</p>	<p>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 3 – INSTRUCTIONS TO APPLICANTS</u></p> <p>Page 3-2, Section 3.2.1, General, 1st paragraph after item 5, first sentence, is amended to replace "services" after "but:" with "RFQVAs"</p> <p>Page 3-3, Section 3.2.5, Agreement, 1st paragraph, is amended to insert "or designee's" between "Procurement Officer's" and "signature"</p> <p>Page 3-4, Section 3.2.6, Application Updates and Amendments, is amended to delete the 5th and 6th sentences regarding updated and amended Applications</p> <p>Page 3-5, Section 3.6, Protests, 1st paragraph, last sentence, is amended to replace "Application" with "Applicant"</p> <p><u>Section 5 – SERVICE REQUIREMENTS/SCOPE OF WORK</u></p> <p>Page 5-6, Section 5.9, Transition, is amended to</p> <p style="text-align: center;">Replace "another Qualified Vendor" with "another provider" Replace "new Qualified Vendor" with "new provider"</p>	

Section 6 – DES/DDD STANDARD TERMS AND CONDITIONS

Page 6-2, Section 6.1.21, is amended to include Person Centered Plan
Page 6-2, Section 6.1.24, is amended to include Procurement Specialist
Page 6-6, Section 6.3.2.4, is amended to insert "which" after "The following"
Page 6-6, Section 6.3.3.2, is amended to replace "\$100,000" with "\$500,000," replace "from the Division" with "from all sources," and replace "general accepted audit procedures" with "generally accepted auditing standards (GAAS)"
Page 6-7, Section 6.3.4, Notices, is amended to insert: "or authorized Procurement Specialist" after "authorized Procurement Officer"
Page 6-8, Section 6.3.9, Agreement: Term, is amended to add a new sentence regarding the begin date
Page 6-8, Section 6.3, Agreement Administration and Operation, is amended to add a new section forbidding offshore performance of work
Page 6-15, Section 6.5.7, Monitoring, is amended to add a new section requiring Qualified Vendors to notify consumers about corrective action plans
Page 6-18 to page 6-20, Section 6.7.6, Insurance, is amended to add an indemnification clause and revise the insurance requirements

Section 7 – SERVICE SPECIFICATIONS

Page 7-31 (a), Day Treatment and Training, Child (After-School), Unit of Service, item 2, is amended to add "Absences do not constitute a billable unit except as provided in item 3 below. An absence factor was built into the model rates."

Page 7-31 (a), Day Treatment and Training, Child (After-School), Unit of Service, is amended to add new item 3, which allows Qualified Vendors that do not provide transportation to include up to 30 minutes a day when the consumer arrives late or leaves early

Page 7-36 (a), Day Treatment and Training, Child (Summer), item 2, is amended to add "Absences do not constitute a billable unit except as provided in item 3 below. An absence factor was built into the model rates."

Page 7-36 (a), Day Treatment and Training, Child (Summer), Unit of Service, is amended to add new item 3, which allows Qualified Vendors that do not provide transportation to include up to 30 minutes a day when the consumer arrives late or leaves early

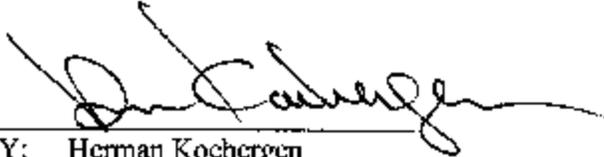
The following pages are attached:

Revised SECTION 3 – INSTRUCTIONS TO APPLICANTS, pages 3-2, 3-3, 3-4, and 3-5
Revised SECTION 5 – SERVICE REQUIREMENTS/SCOPE OF WORK, page 5-6
Revised SECTION 6 – DES/DDD STANDARD TERMS AND CONDITIONS, pages 6-2, 6-6, 6-7, 6-8, 6-8(a), 6-15, and 6-18 to 6-20
Revised SECTION 7 – SERVICE SPECIFICATIONS, pages 7-31(a), 7-36(a)

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

P04-0066 – AZDES DDD Programs
Contract Amendment #1 LCON03904A

CITY OF PEORIA, ARIZONA
A municipal corporation



BY: Herman Kobergen
Materials Manager

APPROVED AS TO FORM:


for Stephen M. Kemp
City Attorney

ATTESTED BY:


Mary Jo Kief
City Clerk

L CON 03904 A

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 a discussion of 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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3.2.2 Website

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

3.2.3 RFQVA Amendments

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

3.2.4 Public Record

Prior to the effective date of the Qualified Vendor Agreement, the Division shall not disclose any information identified by the Applicant as confidential business information or proprietary information without first notifying the Applicant in writing and allowing the Applicant opportunity to respond or protest the planned disclosure.

3.2.5 Agreement

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

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

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

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3.2.6 Application Updates and Amendments

A Qualified Vendor shall update in the Qualified Vendor Application and Directory System the general information section of the vendor contract information component, the Qualified Vendor assurances and submittal form and associated submittals, and the program description section of the service detail information component, including providing hard copies of any applicable submissions, when there is a change or at the request of the Division. Such changes will be subject to approval by the Division and the execution of an agreement amendment. A Qualified Vendor may update all other information in the Qualified Vendor Application and Directory System at any time. The Qualified Vendor may also submit an amended Application to request that additional services be added to the Qualified Vendor Agreement. Only Qualified Vendors will be able to update or amend their Application. The Division shall respond to a request for an amendment to Qualified Vendor Agreements based on the criteria defined in A.A.C. R6-6-2103 and A.A.C. R6-6-2104.

3.3 RFQVA Schedule

Notices for significant events in the processing of RFQVAs, amendments, and changes to the Qualified Vendor Application and Directory System will be posted on the Division's website, www.de.state.az.us/ddd.

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3.4 Independent Providers

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

3.5 Verification

DDD may contact any source available to verify the information submitted in the Application and may use this information and any additional information obtained from the source(s) in evaluating the Application.

3.6 Protests

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

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

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

5.9 Transition

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

5.10 Recordkeeping

1. The Qualified Vendor shall maintain books and records related to services and expenditures as required by the Division in rule or policy or in this RFQVA, as amended. Documents that the Qualified Vendor shall have on file include but are not limited to:
 - 1.1 Articles of Incorporation, partnership agreements and/or Internal Revenue Service letter, as applicable.
 - 1.2 Copies of all licenses and/or certifications.
 - 1.3 A current organizational chart that outlines the functional structure of the organization, including all program areas and staff positions.
 - 1.4 If applicable, a complete list of the members of its Board of Directors, partners, or owners as applicable, including names, titles, addresses and phone numbers.
 - 1.5 Current written job descriptions, which include minimum qualifications for training and experience, for each position that will be utilized in the provision of a service under the Qualified Vendor Agreement.
 - 1.6 Current resumes/applications for each person who will be providing services under the Qualified Vendor Agreement.
 - 1.7 Current resumes for administrative/management positions.
 - 1.8 If applicable, documentation of inspections and licenses necessary to operate a residential setting.

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- 6.1.13 "Community Developmental Disability Services" means any service or support the Division is authorized to purchase on behalf of individuals with developmental disabilities and their families or guardians.
- 6.1.14 "Day" means calendar day unless otherwise specified.
- 6.1.15 "Department" means the Arizona Department of Economic Security (DES), unless otherwise indicated.
- 6.1.16 "Division" or "DDD" means the Division of Developmental Disabilities within the Department of Economic Security.
- 6.1.17 "Effective Date" means the date that the Procurement Officer signs the Qualified Vendor Agreement Award, unless another date is specifically stated in the agreement.
- 6.1.18 "Encounter" means the record of a service submitted to or by the Division and processed by AHCCCS that is rendered by a provider registered with AHCCCS to a member who is enrolled with the Division on the date of service for which the Division incurs a financial liability (A.A.C. R9-22-107.13).
- 6.1.19 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 6.1.20 "Independent Provider" means a person who does not have any employees other than himself/herself and provides Attendant Care; Habilitation, Support; Housekeeping; Respite; Day Treatment and Training, Adult; Day Treatment and Training, Children (After-School); Day Treatment and Training, Children (Summer); Habilitation, Individually Designed Living Arrangement; or Transportation (Family and Friend).
- 6.1.21 "Individual Support Plan" or "ISP" means a written statement of services to be provided to an individual with developmental disabilities including habilitation goals and objectives and a listing of the services, if any, the consumer is authorized to receive. The ISP incorporates and replaces the Individual Program Plan, the placement evaluation, the individualized service program plan and the service program plan used in A.R.S. § 36-557. ISP incorporates the Individual Family Service Plan (IFSP) as defined in Section 809.1 of the Division's Policy and Procedures Manual as well as a Person Centered Plan (PCP), which describes the type, frequency, and duration of the services and supports needed to achieve the appropriate outcomes for a consumer.
- 6.1.22 "Individual Support Plan Team" or "ISP Team" means a group of persons including the consumer, the consumer's representative, and other persons selected by the consumer, assembled by the Division and coordinated by the consumer's support coordinator in compliance with A.R.S. § 36-551 and 36-560 to develop the consumer's individual support plan.
- 6.1.23 "May" indicates something that is not mandatory but permissible.
- 6.1.24 "Procurement Officer" or "Department Procurement Officer" or "Procurement Specialist" means the person duly authorized to enter into and administer agreements and make written determinations with respect to the agreement or their designee.
- 6.1.25 "Qualified Vendor" means any person or entity that has an agreement with the Division of Developmental Disabilities.
- 6.1.26 "Shall" or "Must" indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an Application or termination of the agreement in whole or in part.

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- 6.3.2.4 The following which shall be included in all publications, forms, flyers, etc. that are distributed to consumers:
"Under the Americans with Disabilities Act, the (insert Qualified Vendor name here) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. For example, this means that if necessary, the (insert Qualified Vendor name here) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (insert Qualified Vendor name here) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. Please contact: (insert Qualified Vendor contact person and phone number here)"
- 6.3.3 Audit.
- 6.3.3.1 Pursuant to ARS § 35-214, at any time during the term of this agreement and five years thereafter, the Qualified Vendor's and/or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the agreement or subcontract.
- 6.3.3.2 All Qualified Vendors are subject to the programmatic and fiscal monitoring requirements of each Department program to insure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Qualified Vendors receiving more than \$500,000 from all sources is an annual financial audit, which includes Division agreement numbers and payment amounts. Audits must be conducted in accordance with generally accepted auditing standards (GAAS). The Audit Report, Management Letter and Auditor's Opinion must be submitted to the Division person designated to receive notices within 30 days after completion of the audit.
- 6.3.3.2.1 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 and any other applicable statutes, rules, regulations, and standards.
- 6.3.3.2.2 The annual financial audit must disclose the Division lines of business (including assets, liabilities, equity, revenue, expenses, and cash flows) independent of any other lines of business in which the Qualified Vendor may be engaged. The financial statements must at least separate the Division lines of business in the form of additional supplemental schedules, if they are not separately presented in the financial statements themselves.

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6.3.4 Notices.

Notices to the Qualified Vendor required by this agreement shall be made by the State to the person indicated on the Qualified Vendor Application form submitted by the Qualified Vendor unless otherwise stated in the agreement. Notices to the State required by the agreement shall be made by the Qualified Vendor to the Division's Contract Management Section 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 by written notice 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.

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- 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 contract 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, all services under this agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

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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 published rate or negotiated rate, not to exceed the maximum number of units indicated by the authorization for each agreement service/deliverable.

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- 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, the Qualified Vendor shall notify all current and prospective consumers that they are operating under a corrective action plan.
- 6.5.8 Utilization Control/Quality Assurance.
- 6.5.8.1 The Qualified Vendor shall, at all times during the term of this agreement, maintain an internal quality assurance system in accordance with current applicable AHCCCS rules and policies and Federal rules as specified in the current 42 CFR Part 456, as implemented by AHCCCS and the Division. Qualified Vendor requirements shall include, but are not limited to:
- 6.5.8.1.1 Completing statistical or program reports as requested by the Division;
- 6.5.8.1.2 Complying with any recommendations made by the Division's Statewide Quality Management Committee;
- 6.5.8.1.3 Making records available upon request;
- 6.5.8.1.4 Allowing persons authorized by the Division access to program areas at any hours of the day or night as deemed appropriate by the Division; and
- 6.5.8.1.5 Providing program information, upon request, to the Division.
- 6.5.8.2 The Qualified Vendor shall cooperate with the Division and AHCCCS quality assurance programs and reviews.
- 6.5.9 Sanctions Against Qualified Vendor.
- 6.5.9.1 Sanctions imposed against the Division by AHCCCSA for noncompliance with requirements for encounter data reporting, referenced in "Records" of these Terms and Conditions, that would not have been imposed but for the Qualified Vendor's action or lack thereof will be assessed dollar for dollar against the Qualified Vendor.

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- 6.7.3.2 Force majeure shall not include the following occurrences:
- 6.7.3.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 6.7.3.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - 6.7.3.2.3 Inability of either the Qualified Vendor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.7.3.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following business day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by agreement amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this agreement.
- 6.7.3.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.7.4 Third Party Antitrust Violations.
The Qualified Vendor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Qualified Vendor, toward fulfillment of this agreement.
- 6.7.5 Predecessor and Successor Agreements.
The execution or termination of this agreement in whole or in part shall not be considered a waiver by the Division of any rights it may have for damages suffered through a breach of this agreement or a prior contract with the Qualified Vendor.
- 6.7.6 Indemnification and Insurance.
- 6.7.6.1 Indemnification
 - 6.7.6.1.1 Qualified Vendor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Qualified Vendor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Qualified Vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court

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decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Qualified Vendor from and against any and all claims. It is agreed that Qualified Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this agreement, the Qualified Vendor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Qualified Vendor for the State of Arizona.

- 6.7.6.1.2 This indemnity shall not apply if the Qualified Vendor or subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.
- 6.7.6.2 *Insurance Requirements*
- 6.7.6.2.1 Qualified Vendor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Qualified Vendor, his agents, representatives, employees or subcontractors.
- 6.7.6.2.2 The insurance requirements herein are minimum requirements for this agreement and in no way limit the indemnity covenants contained in this agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Qualified Vendor from liabilities that might arise out of the performance of the work under this agreement by the Qualified Vendor, its agents, representatives, employees or subcontractors, and Qualified Vendor is free to purchase additional insurance.
- 6.7.6.2.3 **Minimum Scope and Limits of Insurance:** Qualified Vendor shall provide coverage with limits of liability not less than those stated below:
- 6.7.6.2.3.1 **Commercial Scope and Limits of Insurance- Occurrence Form**
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.
- General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Blanket Contractual Liability – Written and Oral \$1,000,000
 - Fire Legal Liability \$ 50,000
 - Each Occurrence \$1,000,000
- a. The policy shall be endorsed to include coverage for sexual abuse and molestation.

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- b. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees 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, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees 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.

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- 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, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Qualified Vendor, even if those limits of liability are in excess of those required by this agreement.
 - 6.7.6.2.4.2 The Qualified Vendor's insurance coverage shall be primary insurance with respect to all other available sources.
 - 6.7.6.2.4.3 Coverage provided by the Qualified Vendor shall not be limited to the liability assumed under the indemnification provisions of this agreement.
 - 6.7.6.2.5 Notice of Cancellation: Each insurance policy required by the insurance provisions of this agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Division's Contracts Management Section and shall be sent by certified mail, return receipt requested.
 - 6.7.6.2.6 Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Qualified Vendor from potential insurer insolvency.
 - 6.7.6.2.7 Verification of Coverage:
 - 6.7.6.2.7.1 Qualified Vendor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
 - 6.7.6.2.7.2 All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this agreement must be in effect at or prior to commencement of work under this agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this agreement, or to provide evidence of renewal, is a material breach of agreement.

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- 6.7.6.2.7.3 All certificates required by this agreement shall be sent directly to the Division's Contracts Management Section. The State of Arizona project/agreement number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
- 6.7.6.2.8 Subcontractors: Qualified Vendors' certificate(s) shall include all subcontractors as insureds under its policies or Qualified Vendor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 6.7.6.2.9 Approval: Any modification or variation from the *insurance requirements* in this agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal agreement amendment, but may be made by administrative action.
- 6.7.6.2.10 Exceptions: In the event the Qualified Vendor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Qualified Vendor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

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6.8 Warranties

6.8.1 Year 2000.

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

6.8.1.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this agreement, the Qualified Vendor warrants that each hardware, software, and firmware product delivered under this agreement shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the 20th and 21st centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this agreement properly exchanges date-time data with it. If this agreement requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this agreement. In addition, the defense of force majeure shall not apply to the failure of the Qualified Vendor to perform any specification requirements as a result of any date-related data Year 2000 issues.

6.8.2 Compliance With Applicable Laws.

6.8.2.1 The materials and services supplied under this agreement shall comply with all applicable Federal, State and local laws, and the Qualified Vendor shall maintain all applicable license and permit requirements.

6.8.2.2 In accordance with A.R.S. § 36-557 (Purchase of community developmental disabilities services; application; agreements; limitation), as applicable, all consumers

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

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

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

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

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

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

- If total hours for a consumer or direct service staff were equal to 3 hours and 5 minutes, round the total to 3 hours
 - If total hours for a consumer or direct service staff were equal to 5 hours and 24 minutes, round the total to 5 hours
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RFQVA AMENDMENT	DEPARTMENT OF ECONOMIC SECURITY
<p>RFQVA #s: DDD 704011, 704012, 704014, 704015</p> <p>Amendment to Extend Final Term Dates of Qualified Vendor Agreements and Solicitation</p> <p>Page 1 of 2</p>	<p>Agency: Division of Developmental Disabilities</p> <p>Address: 1789 W. Jefferson, Site Code 791 A P.O. Box 6123 Phoenix, Arizona 85005</p> <p>Phone: (602) 542-6808</p>
<p>A signed copy of the signature page, page 2, of this amendment must be submitted with the hard copy of the Application, or, if a Qualified Vendor Agreement has been awarded as of the date of issue of this amendment, the Qualified Vendor must return a signed copy of this amendment within 30 days of the date of issue to:</p> <p style="text-align: center;">Contract Management Section Business Operations – Site Code 791 A 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>This amendment extends the Agreement Term of all Qualified Vendor Agreements to 6/30/2010. This amendment supersedes both the Agreement Term stated in § 1, NOTICE OF REQUEST FOR QUALIFIED VENDOR APPLICATIONS (RFQVA) and § 6.3.8-9 of the Standard Terms and Conditions. The agreement can be terminated as specified in Section 6, DES/DDD Terms and Conditions.</p>	
<p>No attachments or enclosures.</p>	
<p>EXCEPT AS PREVIOUSLY AMENDED, ALL OTHER PROVISIONS OF THE RFQVA SHALL REMAIN IN THEIR ENTIRETY.</p> <p>NOTE: IN ACCORDANCE WITH A.R.S. § 36-557.K, RATES FOR THE SERVICES PURCHASE THROUGH THIS RFQVA ARE INCLUDED IN THE MOST CURRENT RATEBOOK, WHICH IS AVAILABLE ON THE DIVISION'S WEBSITE.</p>	

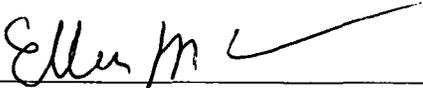
Applicant hereby acknowledges receipt and understanding of the above RFQVA amendment.	The above referenced RFQVA Amendment is hereby executed this <u>20th</u> day of <u>June</u> , 2009, at Phoenix, Arizona.
 Signature _____ Date <u>7-9-09</u>	 Signature _____
Herman Koebergen, Materials Manager Typed Name and Title of Authorized Signatory	Antonia Valladares, DDD Contracts Administrator Typed Name and Title of Authorized Signatory
City of Peoria, Arizona	
Name of Qualified Vendor (On W-9)	
86-6003634	
Qualified Vendor FEIN (On W-9)	
26879	
Qualified Vendor Agreement Number (On QVA)	

AZDES/DDD
P04-0066
LCON03904B
Amendment #2

CITY OF PEORIA, ARIZONA
A Municipal Corporation

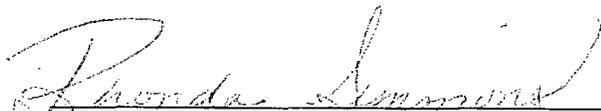
Approved as to form:

Ellen Van Riper, Assistant City Attorney



Stephen M. Kemp, City Attorney
City of Peoria

Attested by:



Mary Jo Kief, City Clerk
City of Peoria



LCON03904B

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2009

PRODUCER Mesiraw Insurance Services, Inc. 350 N. Clark Street Chicago, IL 60654	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED City of Peoria 8401 W. Monroe Street Peoria, AZ 85345	INSURERS AFFORDING COVERAGE INSURER A: St. Paul Fire & Marine Insuranc INSURER B: Safety National Casualty Corp INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GP06301403 \$1,000,000 Bodily Injury/ Property Damage Self Insured Retention	07/01/09	07/01/10	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	GP06301403 \$1,000,000 Bodily Injury/ Property Damage Self Insured Retention	07/01/09	07/01/10	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	GP06301403	07/01/09	07/01/10	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	AGC2Z62AZ \$750,000 SIR Police & Fire/\$600,000 all other	07/01/09	07/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The certificate holder is additional insured as respect the hadicapped program grant.

CERTIFICATE HOLDER State of Arizona Department of Economic Security 1789 W. Jefferson Phoenix, AZ 85007	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ORIGINAL

RFQVA No: DDD-704011, 12, 14, 15
June 2010 Amendment to Extend Term
Page 1 of 2

<p>RFQVA AMENDMENT</p> <p>RFQVA #s: DDD 704011, 704012, 704014, 704015</p> <p>Amendment to Extend Final Term Dates of Qualified Vendor Agreements and Solicitation</p> <p>Page 1 of 2</p>	<p>DEPARTMENT OF ECONOMIC SECURITY</p> <p>Agency: Division of Developmental Disabilities</p> <p>Address: 1789 W. Jefferson, Site Code 791 A P.O. Box 6123 Phoenix, Arizona 85005</p> <p>Phone: (602) 542-6808</p>
<p>A signed copy of the signature page, page 2, of this amendment must be submitted with the hard copy of the Application, or, if a Qualified Vendor Agreement has been awarded as of the date of issue of this amendment, the Qualified Vendor must return a signed copy of this amendment within 30 days of the date of issue to:</p> <p style="text-align: center;">Contract Management Section Business Operations – Site Code 791 A 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>This amendment extends the Agreement Term of all Qualified Vendor Agreements to 12/31/2010. This amendment supersedes both the Agreement Term stated in § 1, NOTICE OF REQUEST FOR QUALIFIED VENDOR APPLICATIONS (RFQVA) and § 6.3.8-9 of the Standard Terms and Conditions. The agreement can be terminated as specified in Section 6, DES/DDD Terms and Conditions.</p>	
<p>No attachments or enclosures.</p>	
<p>EXCEPT AS PREVIOUSLY AMENDED, ALL OTHER PROVISIONS OF THE RFQVA SHALL REMAIN IN THEIR ENTIRETY.</p> <p>NOTE: IN ACCORDANCE WITH A.R.S. § 36-557.K, RATES FOR THE SERVICES PURCHASE THROUGH THIS RFQVA ARE INCLUDED IN THE MOST CURRENT RATEBOOK, WHICH IS AVAILABLE ON THE DIVISION'S WEBSITE.</p>	

<p>Applicant hereby acknowledges receipt and understanding of the above RFQVA amendment.</p>	<p>The above referenced RFQVA Amendment is hereby executed this <u>14th</u> day of <u>May</u>, 2010, at Phoenix, Arizona.</p>
<p></p>	<p></p>
<p>Signature _____ Date _____ J.P. de la Montaigne,</p>	<p>Signature _____ Antonia Valladares, DDD Contracts Administrator</p>
<p>Community Services Director</p>	<p>Antonia Valladares, DDD Contracts Administrator</p>
<p>Typed Name and Title of Authorized Signatory</p>	<p>Typed Name and Title of Authorized Signatory</p>
<p>City of Peoria, Arizona</p>	
<p>Name of Qualified Vendor (On W-9)</p>	
<p>86-6003634</p>	
<p>Qualified Vendor FEIN (On W-9)</p>	
<p>DDD 704011, 704012, 704014, 704015</p>	
<p>Qualified Vendor Agreement Number (On QVA)</p>	

AZDES/DDD
P04-0066
LCON03904C
Amendment #3

CITY OF PEORIA, ARIZONA
A Municipal Corporation

Jan Zenko

for Herman Koebergen, Materials Manager
City of Peoria

Approved as to form:

Ellen Van Riper, Assistant City Attorney

Ellen M & R

f Stephen M. Kemp, City Attorney
City of Peoria

Attested by:

Mary Jo Waddell

Mary Jo Waddell, City Clerk
City of Peoria

