

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training Services

This Agreement between State of Nevada, Department of Health and Human Services, Aging and Disability Services Division, (hereinafter called Division) and the undersigned Provider or Provider Group and its members (hereinafter called Provider) is dated as set forth below per the Scope of Work (Attachment A); and is made pursuant to Nevada Revised Statutes, Chapter 427A, there under to provide appropriate and timely services authorized for reimbursement (hereinafter called "services") to eligible Participants (hereinafter Participants) receiving services from the Division. On its effective date, this Provider Agreement supersedes and replaces any existing contracts between the parties related to the provision of Services to Participants. The Nevada Aging and Disability Services Division is authorized to obtain, and the Provider is ready, willing and able to provide, such services. Therefore, in consideration of the mutual promises and other valuable consideration exchanged by the parties hereto:

I. Provider Agrees:

1. To adhere to standards of practice, Provider Standards, certification requirements and levels of service as set forth in all applicable local, state and federal laws, statutes, rules and regulations as well as any applicable administrative policies and procedures set forth by the Division relating to the Provider's provision of services.
2. To operate and provide services to Participants without regard to age, sex, race, color, religion, national origin, disability or type of illness or condition. This includes providing services in accordance with the terms of Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794). To provide services in accordance with the terms, conditions and requirements of Americans with Disabilities Act of 1990 (P.L. 101-336), 42 U.S.C. 12101, and regulations adopted hereunder contained in 28 C.F.R. §§ 36.101 through 36.999, inclusive.
3. To provide services in accordance with the terms, conditions and requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and regulations adopted there under contained in 45 CFR 160, 162 and 164.
4. To provide services in accordance with the terms, conditions and requirements of the Home and Community Based Waiver for Individuals with Intellectual Disabilities and Related Conditions and Title XX as applicable.
5. To operate and provide services in an integrated community setting and in a manner that facilitates the Participant's choices and right to decision making; protects rights; promotes and supports personal goals and desires through active participation in the Individual Support Plan process with systems for effective measurement of outcomes towards achievement of goals; and maximizes opportunities for Participants to fully integrate in the broader community with full access to services, social, faith-based and civic activities to the same degree as afforded to the general public.
6. To be enrolled and be a Provider in good standing, including maintaining required training and criminal clearance checks for all employees and contractors, as a Medicaid Provider (Type 38) and accurately and timely bill for allowable Medicaid services.

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training Services

7. To report all incidents of denials of rights; abuse, neglect and/or exploitation and provide notifications on the use of restrictive interventions that occur with Participants to the Regional Centers in accordance with Division certification requirements, policy and procedures.
8. To provide to the Regional Centers, a report of any instance of Medicaid fraud or abuse in accordance with Division certification requirements, policy and procedures.
9. To obtain and maintain all licenses, permits, certification, registration and authority necessary to do business and render services under this Agreement. Where applicable, the Provider shall comply with all laws regarding safety, unemployment insurance and workers compensation. Copies of applicable licensure/certification must be submitted to the Division at the time of each license/certification renewal.
10. To comply with the Provider certification requirements to conduct initial and every five years thereafter, state and federal criminal clearance checks for any employee, contractor and/or leaders of an organization and comply with the Nevada Medicaid Chapters 100 and 2100 Home and Community Based Waiver for Persons with Intellectual Disability and Related Conditions as well as crimes listed under NRS 449.174 when making hiring determinations or contracting with Participants or entities.
11. To check the List of Excluded Individuals/Entities on the Office of Inspector General (OIG) website prior to hiring or contracting with individuals or entities and periodically, but no less than annually, check the OIG website to determine the participation/exclusion status of current employees and contractors.
12. To submit accurate, complete and timely claims based on prior authorization and actual services provided.
13. To conduct business in such a way that the Participant is afforded freedom of choice of Provider, services and supports.
14. To ensure the organization has a system in place to protect against duplicate billing within and outside of the agency's service delivery system (e.g. Behavioral Health Services, Psychosocial Rehabilitative Services, Personal Care Attendant Services, etc.).
15. To exhaust all appeals processes prior to initiating any litigation against the Division.
16. To provide for adequate insurance coverage for any business liability and/or professional acts or omissions pursuant to this Agreement (Refer to Attachment C). To the fullest extent permitted by law, Provider shall indemnify, hold harmless and defend, not excluding the Division's right to participate, the Division from and against all liability, claims, actions, damages, losses, and expense, including, without limitation, reasonable attorneys' fees and cost, arising out of any alleged negligent or willful acts or omissions of Provider, its officers, employees and agents
17. That by signing this Agreement, Provider certifies that neither it nor its principals are

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training Services

presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp.19150-19211). This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

18. That the Provider's books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Provider or its subcontractors, financial statements and supporting documentation, and documentation related to the Services and reimbursement claims under this Agreement shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Provider where such records may be found, with or without notice by the Division or its designee. All subcontracts shall reflect requirements of this paragraph.
19. That the Provider is associated with the State only for the purposes and to the extent specified in this Agreement, and in respect to performance of the agreed services pursuant to this Agreement, Provider is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Provider or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Provider shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.
20. Provider will perform functions and/or activities that involve the use and disclosure of Protected Health Information in the provision of, or in claims for reimbursement for, Services as authorized by the Program; therefore, the Provider will be considered a HIPAA Business Associate of the Division unless Provider falls within an exception recognized by the federal Office of Civil Rights (HIPAA Privacy). It will be the responsibility of the Provider to fully document in writing to the Division the facts supporting any request to be recognized by the Division as being exempt from the execution of the Division's additional HIPAA Business Associate Agreement (Attachment B) (which upon execution shall be incorporated into this Agreement).
21. No Services may be provided to a Participant, nor reimbursement claimed, prior to Provider's (and any of the Provider's applicable subcontractors') separate execution and delivery of the Division's HIPAA Business Associate Agreement or otherwise receipt of the

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training Services

Division's concurrence in writing that Provider's (or applicable subcontractor's) Services fall within an exception from the HIPAA business associate requirements. Provider will have a duty to disclose to the Division any of its subcontractors that are providing business associate functions or activities (having access to Protected Health Information) including without limitation: claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, re-pricing, legal services, accounting services, consulting services, data aggregation, and office management.

22. Provider will furnish certificates of insurance or written evidence of self-insurance.
ATTACHMENT C INSURANCE SCHEDULE

23. Both Parties Agree:

1. That this Agreement may be terminated as follows:

- a. Termination without Cause. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written 30-day notice by mutual consent of both parties or unilaterally by either party without cause. Provider agrees to provide ongoing, authorized services to a Participant until the termination date of the contract.
- b. Division Termination for Nonappropriation. The continuation of this Provider agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The Division may terminate this agreement, and the Provider waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Provider's funding from Division and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon 30-day written notice of default or breach to the other party. In the case of a report of abuse, neglect, or exploitation by Provider staff that was substantiated by the Developmental Services Regional Center or law enforcement agency, this agreement may be terminated immediately.
- d. Division Termination For Default. The Division may terminate this agreement immediately when the Division receives notification or determines that the Provider no longer meets the professional credential and/or licensing and/or certification and/or insurance requirements.
- e. Winding up Affairs upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:
 - The parties shall account for and properly present to each other all claims for fees and expenses and pay those, which are undisputed and otherwise not subject to set-off under this Agreement or the Program;

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training Services

- The Provider shall work collaboratively with the Division during transition, provide current, written service status summaries for each Participant; Participant property inventories, medication logs and medication inventory; and if Provider is the representative payee, provide a financial accounting on the status of the Recipient's funds, including disposition of any unused funds within 5 business days of termination.
 - Provider shall preserve, protect and promptly deliver into State possession all proprietary information owned by the State, if any.
 - Provider shall protect the confidentiality of all Participant records.
2. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of outstanding unreimbursed claims submitted pursuant to the Program.
 3. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
 4. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. Provider consents to the jurisdiction of the Nevada district courts for enforcement of this Agreement.
 5. This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed as consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

24. Reimbursement:

1. The Division will provide reimbursement payment for authorized and timely claimed

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training Services

services provided to qualified Recipients by the enrolled Provider, for any such services actually and properly rendered by the Provider in accordance with Division statutes, regulations, administrative policies and procedures, Participant service plans and service authorizations unless direct billing to Medicaid has been established for certain Participants. The Division's reimbursement rates may vary over the term of this Agreement and must conform to the established reimbursement rates in force at the time the service was provided with respect to the Division's receipt of each Provider claim.

2. The Provider is responsible for the validity and accuracy of claims whether submitted on paper, electronically or through a billing service. The Provider agrees to reimburse the Division for payments that are not verified by Provider documentation.
3. Timeliness of billing is of the essence to the Agreement and recognition that the Division is on a fiscal year. All billings must be submitted within 30 days of the provision of services. Billings for services provided between June 1st and the 30th must be submitted to the Division no later than the first Friday in August of the same calendar year. All billing submitted late, which forces the Division to process the billing as a stale claim pursuant to NRS 353.097, will subject the Provider to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the Division of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Provider.
4. The Provider, whether direct billing to Medicaid or the Division, agrees to pursue the Participant's other medical insurance and resources and take all steps necessary to maintain eligibility for third party benefits prior to submitting a claim for service to the Fiscal Agent. This includes but is not limited to Medicare, Medicaid, private insurance, Recipient co-payments, medical benefits provided by employers and unions, worker compensation and any other third party insurance. Failure to do so will result in reimbursement deductions equal to the amount of loss of the participant's applicable benefits.
5. The Provider shall accept payment from the Division as payment in full on behalf of the Recipient, and agrees not to bill, retain or accept payments for any additional amounts except as provided for in the service authorization, as delineated in the ISP. The Provider shall immediately repay the Division in full for any claims where the Provider received payment from another party after being paid by the Division.
6. Provider agrees excess payments beyond authorized reimbursement to a Provider may be deducted from future payments.
7. Provider agrees to be responsible for federal or state sanctions or remedies including but not limited to reimbursement, withholding, recovery, suspension, termination or exclusion on any claims submitted or payments received. Any false claims, statements or documents concealment or omission of any material facts may be prosecuted under applicable federal or state laws.

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training Services

25. Notices:

1. All notices must be in writing and shall be deemed received when delivered in person; by email; or, if sent to address on file by first-class United States mail, proper postage prepaid. Provider shall notify the Division and/or Fiscal Agent within five (5) business days of any of the following:
 - a. Any action which may result in the suspension, revocation, condition, limitation, qualification or other material restriction on a Provider's licenses, certifications, permits or staff privileges by any entity under which a Provider is authorized to provide Services including indictment, arrest or felony conviction or any criminal charge.
 - b. Change in corporate entity, servicing locations, mailing address or changes to key personnel or any other information pertinent to the operations and / or provision of services.
 - c. When there is a change in Provider business ownership, the new Provider must meet requirements for, at a minimum, provisional certification and adhere to Provider Standards. Existing Participant records must be kept confidential, and cannot be given to the new Provider until a new agreement with the Division has been fully executed. Existing service authorizations become void upon ownership change and must be renegotiated with the Division. In order to do so, the Division must be apprised of the change in ownership at least ninety (90) days in advance in order to assess certification status, agreement requirements and capability of the new owner to meet Participant service needs. Full disclosure of the terms of the sale must be provided to the Division.

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training Services

26. **Term of Agreement:**

This Agreement shall be in effect from _____ through _____
This Agreement will automatically renew for successive one-year terms unless terminated upon notice by either party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

Aging and Disability Services Division

3416 Goni Road, Building D-132
Carson City, NV 89706
Phone: 775-687-0545
Fax: 775-687-0573

Provider

Name: _____
Address: _____
Phone: _____
Fax: _____

Authorized Signature
Aging and Disability Services Division

Print Name

Administrator
Title

Date

Authorized Signature

Print Name

Print Title

Date

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

**ATTACHMENT A
SCOPE OF WORK**

This document is attached hereto and incorporated into the Provider Agreement, which is active and in force at the time of the execution of this Agreement for:

Provider Name (Organization/Service Provider)

The purpose of this Agreement is to establish the obligations, expectations, and relationship between the Aging and Disability Services Division and the Provider to ensure quality Jobs & Day Training services are made available to eligible Participants in accordance with the federal requirements in the Home and Community Based Waiver for Individuals with Intellectual Disabilities and Related Conditions (HCBS) and Division policies. The Provider has represented to the State Aging and Disability Services Division, the ability to provide Jobs & Day Training Services as defined in HCBS regulations, Division certification requirements and Provider Standards and policy as of the effective date of this Agreement.

1. Definitions

- a. **Jobs & Day Training Services:** The service Provider has been certified by Developmental Services within the Aging and Disability Services Division for the provision of Jobs & Day Training Services, defined as:
 - i. Day Habilitation Services are regularly scheduled activities in a non-residential setting, separate from the participant's private residence or other residential living arrangement. Services include assistance with the acquisition, retention, or improvement in self-help, socialization and adaptive skills that include performing activities of daily living and community living. Activities and environments are designed to foster the acquisition of skills; building positive social behavior and interpersonal competence, greater independence and personal choice. Services are furnished are identified in the Participants ISP.

Day Habilitation services focus on enabling the participant to attain or maintain his or her maximum potential and shall be coordinated with any needed therapies in the Participant's person-centered services and support plans, such as physical, occupational, or speech therapy. Day Habilitation may not provide for the payment of services that are vocational in nature; for the primary purpose of producing goods or performing services.

Day Habilitation services may also be used to provide supported retirement activities. As some participants get older they may no longer desire to work and may need supports to assist them in meaningful retirement activities in their community. This might involve altering schedules to allow for more time throughout the day, or supports to participate in hobbies, clubs and senior-

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

related activities in the community.

- ii. Career Planning Services is a person-centered, comprehensive employment planning and support service that provides individuals with assistance in order to obtain, maintain or advance in competitive employment or self-employment. It is time limited and focuses on engaging a participant in identifying a career direction and developing a plan for achieving competitive, integrated employment with pay at or above the state's minimum wage.

The outcome for this service is having a participant's documented, stated career objective and plan in order to guide employment supports. Services include planning for sufficient time and experiential learning, opportunities to allow for appropriate exploration, assessment and discovery processes for learning about career options, as well as the participant's skills and interests. Career planning may include informational interviewing, job tours, job shadowing, community exploration, community and business research, benefit supports, job preference inventories, situational and community-based assessments, job sampling, training and planning, as well as assessments for the use of assistive technology in the workplace to increase independence.

- iii. Pre-vocational Services: This service provides for learning and work experience, including volunteer work, where a Participant can develop general, non-job or task-specific strengths and skills that contribute to employability in paid employment within integrated community settings. Services are expected to occur over a defined period to time and with specific outcomes to be achieved, as identified in the Participant's Individual Support Plan (ISP).

Participants receiving prevocational services must have employment-related goals in their person-centered ISP; the general habilitative activities must be designed to support such employment goals. Competitive, integrated employment in the community for which a Participant is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by individuals without disabilities, is considered to be the optimal outcome of prevocational services.

Prevocational services shall enable each individual to attain the highest level of work in the most integrated setting and with the job matched to the individual's interests, strengths, priorities, abilities and capabilities, while following applicable federal wage guidelines. Services are intended to develop and teach general skills. Examples include, but are not limited to: an ability to communicate effectively with supervisors, co-workers and customers; generally accepted community workplace conduct and dress; an ability to follow directions; an ability to attend to tasks; workplace problem solving skills and strategies; and workplace safety and mobility training.

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

Prevocational services are designed to create a path to integrated, community-based employment for which a Participant is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by Participants without disabilities.

iv. Supported Employment consists of the following services:

- 1) Individual Employment Support are services for Participants who, due to their disability, need intensive, ongoing supports in order to obtain and maintain a job in competitive, customized employment, or self-employment, in an integrated work setting within the general workforce for which the Participant is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by Participants without disabilities.

The outcome for this service is for a Participant to obtain sustained employment, paid at or above minimum wage, in an integrated setting within the general workforce that meets personal and career goals. Supported employment is individualized and may include any combination of the following services: vocational, job-related discovery or assessment, person-centered employment planning, job placement, job development, negotiation with prospective employers, job analysis, job carving, training and systematic instruction, job coaching, benefit supports, training and planning, transportation training, asset development and career advancement services, and other workplace support services not specifically related to job skill training that enable the Participant to be successful in an integrated work setting.

- 2) Small Groups Employment Supports are services and training activities provided in regular business, industry and community settings with two (2) to eight (8) workers with disabilities. Examples include mobile crews, and other businesses employing small groups of Participants with disabilities, for work within the community. Small group employment supports must be provided in a manner that promotes integration in the workplace and interaction between Participants and people without disabilities within those workplaces.

The outcome of this service is for Participants to obtain sustained, paid employment and work experience leading to further career development and integrated, community-based employment for which an Participant is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid by the

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

employer for the same or similar work performed by Participants without disabilities. Small group employment does not include vocational services provided in a facility-based work setting.

Small group employment supports may include any combination of the following services: vocational, job-related discovery or assessment, person-centered employment planning, job placement, job development, negotiation with prospective employers, job analysis, training and systematic instruction, job coaching, benefit supports, training and planning, transportation training, career advancement services, and other workplace support services not specifically related to job skill training that enable the participant to be successful in an integrated work setting.

- 3) Customized employment is another approach to supported employment. Customized employment means individualizing the employment relationship between employees and employers in ways that meet the needs of both. It is based on an individualized determination of the strengths, needs and interests of the person with disabilities and is also designed to meet the specific needs of the employer. Customized employment assumes the provision of reasonable accommodations and support necessary to perform the functions of a job that is individually negotiated and developed.

2. Administration:

The Provider agrees:

- a. To maintain documentation in the file of each Participant receiving this service verifying that the service is not available under a program funded under section 110 of the Rehabilitation Act of 1973 or the IDEA (20 U.S.C. 1401 et seq.).
- b. To participate fully and actively in Division required performance improvement activities.

3. Service Goals:

The Provider agrees to:

- a. Provide activities and environments that are designed to foster the acquisition of skills, greater independence and personal choice.
- b. Provide training and supervision for the Participant to increase or maintain his/her socialization and adaptive skills to reside and participate successfully in his/her own community.
- c. Develop positive relationships and support for Participants and their families, as applicable.

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

- d. Provide opportunities for Participants to interact socially with family, friends, and the community at large, including providing information regarding and facilitating access to community resources.
- e. Assist the Participant in developing skills to achieve and maintain a quality of life that promotes their vision of the future.
- f. Provide opportunities for Participants to be involved in meaningful age-appropriate activities and experience new activities.
- g. Support Participants in developing skills, abilities and behaviors that will enable them to most fully realize their vocational aspirations and support their transition into a more integrated employment setting if they desire.
- h. Remain abreast of current and future employment trends and modify its course offerings to reflect those trends and changes.
- i. Provide Participants with gainful, productive and paid work.
- j. Support Participants in developing skills, abilities and behaviors that will enable them to most fully realize their vocational aspirations and support their transition into a more integrated employment setting if they desire.
- k. Assist the Participant in finding/obtaining a job and to provide direct support to enable the service recipient to develop positive work-related habits, attitudes, skills and work etiquette directly related to their specific employment, as well as assisting the Participant to become a part of the informal culture of the workplace.
- l. Implement and monitor a person-centered plan that is supported by a specific assessed need and optimizes individual initiative, autonomy, and independence in making life choices. This plan will minimally consist of the following focuses: a common understanding of the Participant from a strengths/needs perspective; developing a shared vision of the future that reflects a shared commitment for a quality life for the Participant; a listing of the opportunities and obstacles for reaching that vision; and a review process for checking process over time.
- m. Provide positive behavioral supports based on the needs of the participant and as documented in the ISP.
- n. Assure that Participants' rights are supported and protected.
- o. Assure that due process is properly followed.

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

4. Service Requirements, Limits and Restrictions:

- a. The setting for service provision is integrated in and supports access to the greater community; provides opportunities to seek employment and work in competitive integrated settings, engage in community life, and control personal resources; ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid home and community-based services.
- b. Participants who receive Job & Day Training services may receive two or more types of Jobs & Day Training Services; however, different types of Jobs & Day Training Services may not be billed during the same period of the day.
- c. Day Habilitation Jobs & Day Training Services may not provide for the payment of services that are vocational in nature; for the primary purpose of producing goods or performing services.
- d. A Participant's ISP may include two or more types of non-residential habilitation services.
- e. Services may include transportation provided between habilitation sites as a component of habilitation services as described in the ISP.
- f. When supported jobs and day training services are provided at a work site where persons without disabilities are employed, payment is made only for the adaptations (i.e. supervision and training required by Participants receiving waiver services as a result of their disabilities) but does not include payment for the supervisory activities rendered as an ordinary part of the business setting.

5. Service Utilization

- a. Jobs and day training services must be provided individually, in accordance with the ISP. Any change in the type of jobs and day training services provided to a Participant must be pre-authorized before any changes can be made.
- b. The Provider will not bill for jobs and day training services when the Participant is hospitalized or residing in a skilled nursing facility, rehabilitation facility, convalescent home or other institutional setting without obtaining prior authorization from the Clinical Program Manager II or designee.
- c. Provider agrees to conform to Department of Labor Standards concerning payment of Special Minimum Wages if providing jobs and day training services.
- d. Provider agrees to meet requirements if payment is pursuant to JDT staffing ratios.

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

- e. Two types of services will not be delivered or billed concurrently. Participants can receive two types of jobs and day training services at different times within a given day, week, or month.
 - f. Day habilitation services are provided in a Provider owned or leased community setting which meets regulatory and Regional Center certification requirements.
 - g. Day habilitation program utilization varies by Participant. Typical programs operate during the weekday, Monday through Friday, and program sites are generally open during typical work day hours, except for holidays.
 - h. Jobs and day training services are recommended for Participants that are 18 years of age or older. However, this service may be provided to a Participant under the age of 18 years but no younger than age 16 years if an assessment of need has been made, an analysis of the current Participant population at the desired work setting has been conducted and determined appropriate, is specified in the ISP and prior authorization has been granted from the Clinical Program Manager II or designee.
 - a. If a Participant is a minor, age 16 years or older, participation in a jobs and day training service excludes certain activities in accordance with NRS 609.230 (Employing or permitting minor to work as messenger: Limitations).
 - b. Work permits for Participants under the age of 18 years are not required by the Division, however, verification is required regarding county mandates for minors residing within their jurisdiction prior to the initiation of these services.
 - i. The Participant's ISP will determine actual utilization of jobs and day training services and reauthorization if recommended by the Participant's ISP team and approved by the Clinical Program Manager II or designee. The ISP shall specify a fade-out process of services.
6. **Recordkeeping and Reporting Requirements** (Refer to Attachment D for additional Provider standards regarding recordkeeping requirements.)
- a. The JDT Provider must, as appropriate, maintain a copy of the ISP, habilitation and behavioral plans on file and make it available to the Participant, their legal representative and/or Division upon request.
 - b. The JDT Provider must maintain and submit the following documentation to the Regional Center, Participant and/or their legal representative within the timeframes established by the Regional Center and Division:
 - i. Quarterly Reports
 - ii. Attendance Sheets
 - iii. Daily Logs
 - iv. Serious Incident Reports
 - v. Restraint and Denial Reports
 - vi. Investigation Reports

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

- c. The JDT Provider must maintain records to substantiate all services delivered and billed.
- d. The JDT Provider must maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Division.

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

ATTACHMENT B

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

The Department of Health and Human Services
Herein after referred to as the "Covered Entity"

and

Herein after referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA Regulations; and

WHEREAS, Business Associate may have access to and/or create, receive, maintain or transmit certain protected health information from or on behalf of the Covered Entity, in fulfilling its responsibilities under such arrangement; and

WHEREAS, HIPAA Regulations require the Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information; and

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

- I. **DEFINITIONS. The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.**

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

1. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
2. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
3. **Covered Entity** shall mean the HIPAA covered components of the Department listed above (Aging & Disability Services, Child and Family Services, Division of Public and Behavioral Health, Division of Health Care Financing & Policy) and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
4. **Parties** shall mean the Business Associate and the Covered Entity.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the individual that is maintained in a designated record set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
 - e. Electronic, including e-mail and faxed transmissions shall be reserved only for situations when physical separation and the need for rapid response make it impractical to use a more secure means of communication.
 - i. Email containing protected health information must be encrypted.
 - ii. To fax protected health information the sender is required to:
 - 1) Verify the fax phone number prior to sending;
 - 2) Ensure that the recipient is an authorized recipient and is on site to receive the fax;
 - 3) Use a fax coversheet that contains a privacy warning;
 - 4) Ensure no protected health information is included on the fax coversheet;
 - f. Thumb drives, memory sticks or flash drives must not be used to store protected health information.
 - g. Protected health information mailed using the U. S Postal Service, FedEx, UPS or other company, must be sent by traceable means.
 - i. Outgoing mail must contain a coversheet that contains a privacy warning;
 - h. Except in emergency or urgent situations, protected health information shall not be discussed or texted on cell phones or other wireless communication devices due to vulnerability of unauthorized interception.
 - i. Leaving voice mail messages must not include protected health information.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.

5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall notify the Covered Entity immediately and provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to HIPAA Regulations, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.

10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by Business Associate of HIPAA Regulations or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

17. Use and Disclosure of Protected Health Information. The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

The Business Associate agrees to these general use and disclosure provisions:

1. Permitted Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity.
- b. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.
- c. Except as otherwise limited by this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.

2. Prohibited Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with HIPAA Regulations.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization, in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF THE COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with HIPAA Regulations, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.

V. TERM AND TERMINATION

1. **Effect of Termination:**
 - a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
 - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
 - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or if it is not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

- a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

COVERED ENTITY

Department of Health and Human Services

3416 Goni Road Building D Suite #132

Carson City, NV 89706

(775) 687-0545

(775) 687-0573

Authorized Signature

Aging and Disability Services Division

Administrator

Date

BUSINESS ASSOCIATE

Business Name

Business Address

City, State and Zip Code

Business Phone Number

Business FAX Number

Authorized Signature

Print Name

Title

Date

Revised 07/13

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

**ATTACHMENT C
INSURANCE SCHEDULE**

I. INDEMNIFICATION CLAUSE:

Contractor (also known as Provider) shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively 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 Contractor 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 contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

II. INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract 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 Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

1. Minimum Scope And Limits Of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

a. Commercial General Liability – Occurrence Form

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

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

- i. General Aggregate \$2,000,000
 - ii. Products – Completed Operations Aggregate \$1,000,000
 - iii. Personal and Advertising Injury \$1,000,000
 - iv. Each Occurrence \$1,000,000
- b. *Individual (also known as host homes) Providers (those who do not have employees, are not incorporated, nor an LLC) may have minimum requirements of \$100,000 Each Occurrence with \$300,000 General Aggregate. The crime coverage does not apply.
- c. The policy shall be endorsed to include coverage for physical/sexual abuse and molestation.
- d. *Criteria for Providers' Exemption from Physical and Sexual Abuse and Molestation coverage follows. The Provider must be certified as an Individual Provider (no employees, not incorporate, nor an LLC).
- i. Procedures to request Waiver of Insurance Requirement of Physical/Sexual Abuse and Molestation follows:
 - 1. The Provider must submit a completed Request to Waive the Requirement for Physical and Sexual Abuse and Molestation (DS-LC-03) form to the Regional Center Quality Assurance Unit.
 - 2. The Participants support term must review the request and determine whether or not the Provider meets the waiver requirements of the exemption criteria.
 - 3. The request must also be approved by the Clinical Program Manager II.
- e. The waiver must be renewed at least annually.
- f. Any changes in status of the exemption criteria of the approved request to Waive the Requirement for Physical and Sexual Abuse and Molestation form must be promptly reported to the assigned Regional Center service coordinator and Quality Assurance unit.
- g. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- h. Crime Coverage has additional specifications for those contracts where Providers are involved in providing extensive in-home services.

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

- i. This coverage would be necessary to protect the Participant's loss of valuables or property.
- ii. Crime policies shall be endorsed to include third party fidelity coverage and list the State of Nevada and the state's Participants as Loss Payee.
 - 1. The Provider is not paid to provide intimate personal care, showering or bathing, toileting, incontinence care of full assistance with dressing);
 - 2. If the Participant lives in the Provider's home (family member, host home or Intensive supportive living arrangements), the Provider will agree to background checks (State and FBI) for all other adults living in the home.

i. **Automobile Liability**

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

- i. Combined Single Limit (CSL) \$1,000,000
- ii. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

j. ***Worker's Compensation and Employers' Liability**

- i. Workers' Compensation Statutory Employers' Liability
- ii. Each Accident \$100,000
- iii. Disease – Each Employee \$100,000
- iv. Disease – Policy Limit \$500,000
- v. Policy shall contain a waiver of subrogation against the State of Nevada.

This requirement shall not apply to individual Providers (those who do not have employees, are not incorporated, nor an LLC) when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

k. ***Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

- i. Each Claim \$1,000,000
- ii. Annual Aggregate \$2,000,000
- iii. In the event that the professional liability insurance required by this

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; 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 Contract is completed.

This requirement shall not apply when a contractor or subcontractor is not licensed and not required to be licensed to provide jobs and day training services.

III. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

IV. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to State of Nevada, Dept of Health and Human Services, Aging and Disability Services Division, 3416 Goni Road, Suite D-132, Carson City, NV 89706, Attention Contracts.

V. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VII. VERIFICATION OF COVERAGE: Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Page All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

All certificates required by this Contract shall be sent directly to State of Nevada, Dept of Health and Human Services, Aging and Disability Services Division, 3416 Goni Road, Suite D-132, Carson City, NV 89706, Attention Contracts. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

VIII. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

IX. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

For those contracts where Providers are involved in providing extensive in-home services, we have also included additional specifications for crime coverage. This coverage would be necessary to protect the client's loss of values or property. Crime policies shall be endorsed to **include third party fidelity coverage** and list State of Nevada and the state clients' as **Loss Payee**.

XI. PROFESSIONAL SERVICE AGREEMENTS

Professional Contracts – Working with Children/Elderly or Disabled Persons

Many professional services involve working with or caring for children, the elderly, physically or developmentally disabled people. When these clients are in the care, custody or control of the contractor it creates an additional risk of liability for the State because of the severe and sensitive nature of the possible allegations of wrong-doing.

When services involve working with these groups of individuals, the insurance requirements in the contract must be revised to include coverage for "**sexual molestation and physical abuse**". Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, contractors whose services include working with and/or caring for children and disabled persons shall have their policies specifically endorsed to include this coverage.

In addition to the standard requirements of general liability, automobile liability, professional liability and workers' compensation insurance, the specifications included in this section also require coverage for sexual molestation and physical abuse.

For those contracts where Providers are involved in providing extensive in-home services, we have also included additional specifications for crime coverage. This coverage would be necessary to protect the client's loss of values or property. Crime policies shall be endorsed to **include third party fidelity coverage** and list State of Nevada and the state clients' as **Loss Payee**.

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

ATTACHMENT D

PROVIDER STANDARDS

Jobs and Day Training Provider Standards

A. General Administrative

- 1. The organization maintains required business documents, including:**
 - a. State business license and/or exemption from the Secretary of State's Office;
 - b. Local business licenses, as applicable;
 - c. General Liability Insurance;
 - d. Worker's Compensation Insurance;
 - e. Insurance against Crime/Employee Dishonesty;
 - f. Insurance against Physical/Sexual Abuse and Molestation as applicable;
 - g. Auto Insurance and Vehicle Registration as applicable;
 - h. Articles of Incorporation and current listing of board of directors, as applicable;
 - i. All other incorporated organizations must provide proof of incorporation (to include fictitious business name or DBA status) as applicable;
 - j. Responsible to assure notification to Regional Center of changes to key organization staff and/or financial status.

- i. The organization has a system in place to routinely assess its financial solvency.**
 - a. For agencies with \$1,000,000.00 of revenue or greater, the Provider performs external audits in accordance with Generally Accepted Auditing Principles (GAAP).
 - b. For agencies with less than \$1,000,000.00, the Provider will be able to furnish an annual financial statement that consists of a balance sheet, income statement, and statement of cash flows within 120 days after the fiscal year.
 - c. The organization reviews their finances to ensure sufficient capital for working operations based on current contracts and expenses.

- ii. Provider maintains current written policies meeting Developmental Services (DS) standards that are pertinent to Provider agency operations and congruent with DS and Regional Center policies and procedures. Minimal requirements include the following:**
 - a. Abuse and Neglect, to include whistle-blower clause;
 - b. Incident Management and Reporting;
 - c. The organization has clear procedures for reporting alleged abuse and/or neglect;
 - d. The organization has clear and effective procedures addressing protections from self-abuse, and abuse and exploitation between individuals served;

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

- e. The organization has clear guidelines on what constitutes a reportable incident that is congruent with DS Regional Center policy;
 - f. Disaster Planning, to include contingency planning for business continuity;
 - g. Positive Behavioral Supports;
 - h. Human Resources Policies to include: recruitment, hiring, orientation, ongoing staff development, performance feedback, complaint process, disciplinary procedures, volunteers, interns, and job descriptions for all positions;
 - i. Professional Conduct;
 - j. HIPAA/Confidentiality;
 - k. Financial Accountability (billing and management of individuals' payroll);
 - l. Conflict of Interest Policy, including nepotism;
 - m. Academic Research Protections, as applicable;
 - n. The organization has policy/protocol which limits an individual staff member's overtime usage (hours/day; hours/week; hours/month).
- iii. The organization maintains current procedures meeting DS standards that are pertinent to Provider agency operations and congruent with DS and Regional Center policies and procedures. Minimal requirements include the following:**
- a. Supporting Personal Rights and Responsibilities, to include Due Process for Rights Restrictions;
 - b. Health Care Supports, to include Routine and Emergency Medical and Medication Supports for Individuals Served;
 - c. Infection Control and Standard Precautions;
 - d. Quality Assurance and Improvement Practices (designed to support compliance with standards and consistency in practice);
 - e. Record Protection, Retention and Maintenance;
 - f. Service provision, including assessment and initiation of services, establishment of work rules, suspension or termination of employment/services and for transferring individuals between work sites;
 - g. Complaint/Grievance Policy and Procedure for individuals served.
- iv. The organization has a system to ensure safe transportation of Participants receiving services by employees of the organization including the following:**
- a. Proof of current vehicle insurance and current Nevada registration is on file for both organization and personal staff vehicles used for transportation of Participants served;
 - b. The organization has a system in place to ensure that all (organization and employee) vehicles used for transportation of Participants are in sound and safe operating condition with documentation maintained on file;
 - c. Employees who transport Participants must have a current copy of their Nevada driver's license maintained on file.
- v. The organization employs Fair Labor Standards. If applicable, the organization maintains a U.S. Department of Labor Certificate.**

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

- a. If the organization pays 'special-minimum wages', a special certificate authorizing the employment of workers is required to comply with the Special Minimum Wage Rates under Section 14c of the Fair Labor Standards Act
 - b. The organization has the documentation for Participants' wages, including wage determinations, accurate time studies, prevailing wages studies and re-determination and monthly reporting of earnings. All records of payroll for Participants include computation for determining the rate of pay. New *prevailing wage survey* must be conducted at least every 12 months or when there is a change in minimum wage. Time studies are to be completed at least every 6 months for Participants paid at an hourly rate or when there is a change in their job or the prevailing wage. Time studies are completed for Participants' paid piece work rate when there is a change in the way the job is completed or in the prevailing wage.
 - c. Participants are paid in a timely and appropriate manner, as per organization's pay schedule.
 - d. Participants are compensated per 14(c) of the Fair Labor Standards Act for down time and travel time.
- vi. The organization has a system in place to secure, protect and maintain a separate record for each Participant receiving services including the following:**
- a. Records are maintained and retained according to DS Regional Center and Medicaid policy;
 - b. Records are secured and protected from misuse and breach of privacy;
 - c. Direct Support staff have immediate access to Participants' records, as needed, to perform their support duties.
- vii. The organization has a process to ensure timely and professional communication and interactions with outside Support Team Members (including other Providers, family, guardians, DS Regional Center, emergency medical teams, Providers of health care etc.) including the following:**
- a. The organization ensures that necessary information (program modifications, health and safety precautions, etc.) is communicated to appropriate people or organizations to ensure quality and continuity of services;
 - b. Staff evidence training and demonstrate effective, responsive and professional interactions with Regional Center staff and support team members.
- viii. The organization has a system in place to ensure accuracy in billing for Jobs and Day Training Agreements with DS Regional Center including the following:**
- a. The organization has an effective system and procedure for submittal of billing invoices with substantiating documentation, including daily records signed by the Participant and staff, available for review;
 - b. The organization has a well-developed system to monitor service agreements/contracts and provide staffing numbers that meet authorized staffing ratios and supervision needs of Participants as outlined in the ISP;

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

- c. The organization has a system in place to protect against duplicate billing within and outside of the agency's service delivery system (e.g. DETR, Public School System, grants, etc.).

B. Personnel

- 1. The organization has a system and process for assessing employee performance and providing feedback to employees related to their job description, including the following:**
 - a. The organization maintains a copy of employee's signed and dated job descriptions which are reflective of essential functions of the duties they perform;
 - b. Job descriptions include qualifications required for the position;
 - c. The organization has a system for providing employees with feedback which reflect pertinent and current information related to strengths and identified staff development needs based on supervisory monitoring and input from Participants supported by the employee.

- 2. The organization obtains and checks references on all employees (including re-hires and transfers), subcontractors, volunteers and interns prior to hire, including the following:**
 - a. Personnel records have evidence of 3 positive reference checks prior to hire (signed and dated by person completing form) with no more than one being a personal reference. For applicants without sufficient employment history, or for whom the employer agency will not provide a reference, the organization's director may approve acceptance of alternate reference sources such as school teachers, civic or faith-based organization leaders, or other additional personal references. Attempts to obtain professional references must be maintained on file along with the director's approval to accept alternate references.

- 3. DS Employee Application Supplemental Questions completed and on file for each employee (effective for all hires after 3/1/10).**

- 4. The organization ensures that employees hired for Direct Support services are at least 18 years of age and have a H.S. diploma or equivalent.**

- 5. The organization completes criminal clearance checks for all employees (including re-hires and transfers), subcontractors, volunteers, interns, and, as applicable, officers and chief operating officers, including the following:**
 - a. Fingerprint cards are submitted for State and FBI background checks within 7 days of hire and every 5 years of employment thereafter, and the findings of the checks are maintained;
 - b. Employees with convictions of disqualifying offenses (as listed in NRS 449.174) or where charges are pending, and/or disposition status is "unknown", are not allowed to work in direct contact with Participants served by the DS Regional Center;

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

- c. "Office of Inspector General (OIG) List of Excluded Participants and Entities" is checked prior to hire and rechecked on a schedule established by the organizations policy and procedure.
- 6. Employees have appropriate and current credentials for their positions (Nurses, Behaviorists, etc.). The organization must retain copies of current licensure and certifications on file including the following:**
- a. CPR/First Aid Certification must be completed within 30 days of hire. Certification must be maintained through an accredited and approved course i.e. American Red Cross, American Heart Association or the equivalent. (Note: Staff must maintain current CPR/First Aid certification in order to work independently with Participants served, and certification must have been acquired through classroom training);
 - b. Crisis Intervention Certification in an approved program is required for any employee who is likely to utilize restraint procedures. The organization must provide evidence of adherence to stipulations or standards of training as established by the approved program, i.e. CPI, MANDT, SOARS, etc. An approved program requires national recognition and evidence of annual review and update of curriculum based on best legal/behavioral/ethical practices for standards of care. This evidence is available on the organization's website or in it's printed documentation. (Note: Only staff with current certification in an approved program may implement any type of restraint use.)
- 7. Each employee, volunteer, and intern has a training record that documents orientation and annual training attendance, including: name and signature of instructor; date of training; number of hours; topic or subject; and employee signature.**
- 8. Each employee, volunteer, and intern must complete orientation training within 90 days of hire and prior to working independently with Participants. Orientation training must include the following:**
- a. Developmental Disabilities;
 - b. Abuse, Neglect and Exploitation;
 - c. Incident Reporting;
 - d. Personal Rights/Responsibilities, Dignity and Respect, and Due Process (including Human Rights Committee oversight);
 - e. Disaster and Emergency Preparedness (to include: fire evacuation, use of fire extinguishers; emergency protocols, etc.)
 - f. Medical Supports and Identifying and Managing Medical Emergencies (including topics meeting specialized needs of Participants the organization serves, i.e. medically fragile, aged);
 - g. Medication Supports;
 - h. Standard Precautions and Infection Control, to include Safe Food Handling;
 - i. ISP Planning, Person Centered Goals, Plan Implementation, and Reporting on Progress;

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

- j. HIPAA and Confidentiality;
- k. Handling Conflict and Complaints/Grievance Procedures (for both employees and Participants served);
- l. Positive Behavior Approaches and Supports;
- m. Ethics, Boundaries and Professional Behavior;
- n. Documentation and Billing Requirements;
- o. "Hands-on" job orientation specific to the assigned work site's routine and special needs of Participants the staff will be supporting.

Note: Volunteers, interns, and subcontractors will have evidence of training in areas specific and pertinent to their roles and functions.

9. Each employee, volunteer, and intern must complete annual training to include:

- a. Abuse, Neglect and Exploitation;
- b. Incident Reporting;
- c. Personal Rights/Responsibilities, Dignity and Respect, and Due Process (including Human Rights Committee oversight);
- d. Disaster and Emergency Preparedness (to include: fire evacuation and use of fire extinguishers; emergency protocols, etc.);
- e. Medical Supports, and Identifying and Managing Medical Emergencies (including topics meeting specialized needs of Participants the organization serves i.e. medically fragile, aging);
- f. Medication Supports;
- g. Standard Precautions and Infection Control, to include Safe Food Handling;
- h. HIPAA and Confidentiality;
- i. Positive Behavior Approaches and Supports;
- j. Ethics, Boundaries, and Professional Behavior;

Note: Organization must have a system to track employee training to ensure that all employees are current for required annual training.

Note: Volunteers, interns and subcontractors will have evidence of annual training in areas specific and pertinent to their roles and functions.

10. Staff training reflects a clear expectation of acceptable and unacceptable staff interaction with Participants served and risk factors for abuse, neglect and exploitation. including the following:

- a. The organization's training curriculum must include risk factors, prevention strategies, signs and symptoms of abuse, neglect and exploitation, as well as reporting responsibility and procedures for effective and timely reporting.

11. The organization employs or contracts with a Qualified Mental Retardation Professional (QMRP)/Qualified Developmental Disability Professional (QDDP) who meets the HCBW (Home and Community-Based Waiver) standards,

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

including the following:

- a. Designated QMRP/QDDP(s) meet federal criteria: a bachelor's degree in a human service field and one year professional experience in the field of developmental disabilities;
- b. The organization's director is not the sole QMRP/QDDP for the agency unless approved by DS Regional Center.

12. The effectiveness of the QMRP/QDDP meets HCBW standards, including the following:

- a. The organization provides sufficient QMRP/QDDP coverage to ensure: timely (per DS Regional Center Policy) and sound support/habilitation plan development; adequate staff training; consistent implementation of support plans; coordination of services; and active monitoring for implementation of support plans, assessment of progress, and effectiveness of supports provided to Participants;
- b. The number of QMRP/QDDP personnel employed by a Provider organization is dependent upon the needs of the Participants served, the expertise of Provider staff working with the QMRP/QDDP, and the ability of the QMRP/QDDP to fulfill all functions of the position as measured by outcomes and fulfillment of waiver regulations.

13. The organization has a system to ensure staff coverage is adequate and sufficient to ensure health and welfare of Participants served and meet service authorizations, including the following:

- a. The organization has a system to assure appropriate "backup/fill-in" staff is available when needed to ensure supports are provided in congruence with ISP.

14. The organization has procedures for the establishment of staff scheduling which support Participants' specific needs, and aids in the prevention of abuse and neglect through limiting an Participant staff member's overtime usage (hours/day, hours/week, hours/month).

C. Internal QA

I. Incident Reporting/Abuse, Neglect and Exploitation (ANE)

1. The organization demonstrates a consistent practice of reporting accidents, injuries, other incidents, and suspicion or allegations of abuse, neglect, and exploitation including the following:

- a. Employees have working knowledge and comply with policy and procedures for reporting of accidents, injuries, other incidents, and suspicion or allegations of abuse, neglect, and exploitation per DS Regional Center policy guidelines;
- b. The organization ensures that incident reporting forms (to include: Incident Reports (IR), Denial of Rights (DOR) and Restraint and Denial (RAD) are

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

- completed thoroughly and accurately and submitted to DS Regional Center within established reporting guidelines;
- c. Provider demonstrates awareness of types of events that must be reported and use appropriate methods of reporting (e.g. IR, RAD, DOR).
- 2. The organization has a system to investigate allegations of abuse, neglect, exploitation and other serious incidents including the following:**
- a. The organization has trained investigators and conducts timely and thorough investigations;
 - b. Investigation reports are well-written with sufficient information to substantiate findings and include action taken and plans to prevent future incidents;
 - c. The organization submits investigation reports within established guidelines and responds to requests for additions and clarification within agreed-upon timeframes.
- 3. Incident and accident reports are kept on file, reviewed, and analyzed to detect problems as well as identify trends and patterns for possible safety concerns, including the following:**
- a. The organization has an effective system for identification and remediation of repeated incidents or problems.

II. Complaints and Grievances

- 1. The organization has a complaint process that includes:**
- a. Review of complaints and concerns from Participants receiving services, family members or advocates, timelines for prompt action, remediation, and review of aggregate data to identify trends and patterns of concerns;
 - b. A well-developed process for soliciting satisfaction of services from Participants, families, and outside entities utilized to promote performance improvement.

III. Emergency Preparedness/Safety/Security

- 1. The organization has clear emergency procedures for staff to follow in case of emergency or disaster. Appropriate planning has occurred to prepare and/or prevent emergencies and staff is aware of what action to take in emergency situations, to include:**
- a. Evacuation safety measures are posted, including assigned meeting place and procedure to account for all Participants and employees;
 - b. Staff are knowledgeable of emergency plans, including how to implement them and who to contact;
 - c. Staff are aware of where all exits are located and the designated meeting place;
 - d. The organization has a system in place to account for all Participants' whereabouts in the event of an emergency;
 - e. The organization ensures training for special assistance to Participants with identified support needs during emergencies;

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

- f. Operational battery backup smoke detectors, per fire inspection regulations’;
 - g. Emergency warning and fire-sprinkler systems are maintained, etc.;
 - h. Types of emergencies are specified, and backups for emergencies are clearly outlined for both work and community-based emergencies;
 - i. Participants and staff in community settings (enclaves, SE sites) are oriented to fire drill procedures and know how to evacuate the workplace safely with documentation evidencing this;
 - j. Facility-based programs conduct and document, at minimum, quarterly drills per work shift. Participants and staff are oriented to fire safety and evacuation procedures within first day of work and documentation is maintained on file.
- 2. The organization has a system and procedures for ensuring safety within the work site (for all areas, including common areas, lobbies, bathrooms, loading/unloading areas, work/activity areas, break rooms, dining areas etc.), to include:**
- a. The work/activity areas, including equipment and loading/unloading areas are safe, hazard free, clean, well lit and well maintained;
 - b. The common areas including break areas, bathrooms and lobbies are safe, hazard-free, clean, well-lit, and well-maintained;
 - c. Bathroom areas allow for privacy and are sufficient in number to meet specialized needs of Participants with a minimum ratio of 1 toilet per 20, unless prior approval is given by the Regional Center;
 - d. Soap, paper towels, and toilet paper are available;
 - e. Outdoor areas, including courtyards, sidewalks, entries to the building, and transport/drop-off/ pickup locations are safe, hazard-free, well-lit, and well-maintained;
 - f. Walkways are clear and outside lighting is operable;
 - g. Hazardous waste materials are disposed of in covered containers or there is adequate trash storage;
 - h. Flooring, walls, doors, furniture, equipment (i.e. microwaves, refrigerators, and vending machines), toilets, sinks, changing tables, etc. are in good repair;
 - i. Facility-based programs have a system in place to ensure environmental reviews are conducted on a routine basis;
 - j. Staff demonstrates knowledge of potential hazards in the work area, how to report them, and work to address/eliminate hazards in a timely manner;
 - k. Standard Precautions are followed and staff indicates good awareness of them;
 - l. All maintenance concerns are addressed in a timely manner;
 - m. There is a system in place to ensure **all** equipment used is maintained on a routine schedule (to include power tools and equipment used in yard work and janitorial enclaves etc.);
 - n. Health and safety issues are addressed immediately and appropriate follow-up is documented;
 - o. Frayed cords are not to be used;
 - p. Extension cords are not used as primary/permanent source of power, and if utilized, must be UL approved;

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

- q. Outlets and surge protectors must be UL approved;
 - r. Chemicals, caustics, poisons, combustibles and irritants such as cleaning supplies, laundry detergent etc., are secured based on the assessed needs of the Participants;
 - s. Combustibles are not stored near heat sources;
 - t. Hot water temperatures are monitored and regulated so as not to exceed safe levels for the assessed health and safety needs and skill of Participants. (suggested temperature not to exceed 119F for Participants working in that environment);
 - u. Exit doors are unlocked during business hours and Participants are able to egress from any room without a key;
 - v. All hallways and egresses are unobstructed;
 - w. Facility is free of slipping and tripping hazards;
 - x. There is immediate access to phones;
 - y. Adequate temperature (air/heating) is maintained based on expressed desires of Participants working at that site;
 - z. Portable heaters are prohibited;
 - aa. There is a smoking policy in place;
 - bb. There is an assigned, clearly-defined smoking area; all smoking materials, including matches, are used in a safe manner and disposed of in appropriate receptacles which are emptied regularly;
 - cc. Environmental modifications are in good repair (ramps, handrails, shower chairs, grab bars, etc.);
 - dd. Weapons are prohibited.
- 3. The organization has a system in place to ensure that emergency supplies are readily available, to include:**
- a. An emergency kit, to include flashlights, batteries, a battery-operated radio, and matches;
 - b. Non-perishable food and bottled water (within expiration limits) in amounts to be determined based on assessment of program needs;
 - c. Compete First Aid Kit including: gloves, thermometer, Band-Aids, ice pack, alcohol wipes, gauze, and CPR mask (as applicable);
 - d. Serviced fire extinguishers (service tagged as applicable) located in various locations and sufficient in number to meet program size;
 - e. Infection control supplies to include: face shield/mask, gloves, disinfecting solution, bucket, etc.
- 4. The organization has a system and procedures to ensure sanitation of work environments, to include:**
- a. General work areas are clean and sanitary to include work and activity material, tables and chairs, walls, floors and equipment;
 - b. Break room and dining areas are clean and sanitary to include tables, microwaves, refrigerators, counters and floors;

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

- c. Bathroom areas are clean and sanitary and allow for privacy. Soap, paper towels, and toilet paper are available. Toilet, sinks, showers, changing tables, and floors are in good repair, clean and hazard-free;
 - d. Hazardous waste materials are disposed of in covered containers and there is adequate trash storage;
 - e. Areas are clean and free of rodents/insects and offensive odors.
- 5. The organization has a system to ensure the security of personal possessions.**
- a. Participants have a designated area to secure their valuables and possessions (i.e. money, medications, lunch, jackets, etc.).
- 6. The organization ensures adequate supervision *throughout the day* to include transitions to and from the workplace, to include:**
- a. A system in place to account for Participants' whereabouts at all times including times of transition to and from work settings. The organization provides proper level of supervision based on service agreements and there are clear assignments for staff supervising Participants during work and transition times (i.e. breaks and transportation);
 - b. A system in place to track the number of scholarships they provide and to assure adequate supervision levels are maintained.
- D. Assurances of Primary Healthcare – As Applicable to Organizations that Provide Medication Administration with the support of an RN or an LPN under supervision of an RN (*NOTE: Only licensed professional nurses may administer medications in Jobs and Day Training Settings.)**
- 1. The organization's health and wellness supports are individualized based on assessments including the following:**
- a. The organization ensures that all Participants receiving medication support will have current prescriptions including those for PRN and will include identifiers and parameters for administration;
 - b. Recommendations and medication/treatment changes from health care professionals are shared with team members in relation to their support role;
 - c. Recommendations and medication/treatment changes from health care professionals are acted upon, as prescribed.
- 2. The organization has an internal system to ensure proper storage of and support with medication, to include:**
- a. Established procedures that ensures correct dosage, times, routes, etc., for Individuals taking medication;
 - b. Organizations that employ RN's or LPN's under RN supervision will ensure correct medication dosages are administered and Medication Administration Records are maintained on file for review;

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

- c. As applicable, medication errors are reported promptly, per DS Regional Center policy, and corrective actions are taken;
- d. Current legal consents are maintained on file for Participants receiving medication administration;
- e. Medications are securely stored with an internal system to ensure accountability;
- f. Controlled substances are secured; counts are completed and maintained as applicable.

E. Assurances of Primary Healthcare (Applicable to all Organizational Providers)

- 1. Participants are supported to maintain the best possible health and the organization has a system to assure that health concerns are promptly reported and timely supports are received, to include:**
 - a. The organization has a process for identifying health care needs, development of health support plan, training to staff, and securing of adaptive equipment and environmental adaptations, as applicable, prior to the initiation of services and/or upon significant health changes;
 - b. Staff provides health supports based on recommendations from the ISP Team;
 - c. The organization maintains required data for tracking health care issues as directed by the ISP team (i.e. seizure activity);
 - d. The organization and family emergency contact numbers are maintained on file and readily accessible to staff;
 - e. Prompt arrangements are made when responding to emergency health concerns;
 - f. Emergency contacts are promptly notified of emergency situations and current/pertinent information is provided;
 - g. Work-related injuries are reported under Worker's Compensation, as applicable, for Participants;
 - h. The organization has protocols for prevention, protection and containment of communicable diseases.

- 2. The organization has a system in place to ensure staff is aware of the health needs and medications taken by Participants they support, including possible side effects, and the Participants who take medication are properly supported, to include:**
 - a. There is open communication between the organization, families, and/or SLA Provider to ensure knowledge of all current medication, desired effects and side effects;
 - b. A current list of medications is maintained for all Participants attending the JDT program, with additional product information defining possible side effects;
 - c. Medications are secured properly for worksite and based on the assessed needs of the Participants served;

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

- d. Current physician orders (for mechanical safety devices, i.e. helmets, safety belts, etc.) and required consents are maintained on file;
- e. Information regarding medication and side effects is readily accessible to direct support staff, and there is a system in place to ensure current information is maintained;
- f. Medication errors and discrepancies are reported timely, per DS Regional Center policy, and staff is aware of reporting procedure for discrepancies. Discrepancies include, but are not limited to, refusals; missing medications; wrong medications (including taking another Participant's medication);
- g. The organization ensures only licensed, professional nurses (RN's and LPN's under the supervision of a RN) provide medication administration. Medication parameters (i.e reminders, verbal prompts, etc.) are clearly identified for non-licensed staff that monitor Participants taking their medications.

E. General

- 1. The organization ensures that staff is aware of, and support Participants served to exercise personal rights in the development of skills required to exercise rights, including the following:**
 - a. Staff understands rights, responsibilities, and due process;
 - b. Privacy and confidentiality are maintained; conversations, Participants' treatment, and electronic information is kept confidential at all times and shared only on a need-to-know basis;
 - c. Rules of the organization are not restrictive without cause (safety, health, etc.);
 - d. Participants are offered opportunities in the workplace to learn about their rights;
 - e. Rights are not restricted without completion of due process, per DS Regional Center policy, with exception of emergency situations in which health and/or welfare is at risk;
 - f. *Rights training* curriculum and/or materials are available and used (*Supported employment and Enclaves are not required to provide *rights training* for Participants receiving services);

- 2. The organization ensures that employees treat Participants served with dignity and respect, including the following:**
 - a. Participants are called by their preferred name and treated as "people first" and with respect and high regard of their personal worth, Participant talents, and personal rights;
 - b. Age-appropriate interactions and activities are supported by all staff;
 - c. Opportunities for decision-making are actively provided;
 - d. Staff demonstrates respect and support of Participants' cultural differences and interests;
 - e. Privacy and dignity in all aspects of personal life, healthcare, and self-care are respected and adhered to;
 - f. Provider engages with, listens, and converses with Participants receiving supports.

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

- 3. The organization ensures that Participants are aware of work expectations and benefits including the following:**
 - a. Participants are informed of work rules and expectations prior to the initiation of services and annually thereafter;
 - b. Participants are informed of how wages are established and how they are paid;
 - c. Participants know they have the opportunity to take vacations, holidays, etc.;
 - d. Participants understand that they are covered under Workers Compensation insurance and may receive compensation if injured on the job.

- 4. The organization has a process for support plan development and implementation based on thorough assessments of the Participants' skills, interests, desired outcomes, and support needs, including the following:**
 - a. The organization ensures evaluation of health, welfare, and safety risks, with development and training to staff on assessed support plans/needs prior to initiation of services;
 - b. The organization has a formal process for effectively assessing Participants' skills, to include: personal care; safety; community life; health and welfare; vocational/employment, and personal goals and desires within 30 days of initiation of services;
 - c. Reassessments are conducted annually and upon changing needs of the Participants.

- 5. The organization has a process for effectively communicating to staff all precautions and safeguards based on assessed needs of the Participants.**

- 6. The organization has a process for support plan implementation including the following:**
 - a. Support plans are well-developed, measurable, and include teaching methods based on the Participant's learning style;
 - b. Staff is trained and demonstrates written and verbal ability to communicate effectively with Participants served and team members in order to efficiently implement support plans, per ISP Team recommendations, and service authorization;
 - c. Staff document data that clearly measures the effectiveness of support plans and interventions.

- 7. The organization ensures Participants are engaged in meaningful work and activities that are age-appropriate and based on personal interest.**
 - a. The organization has internal system to assess Participants' interests, their desired outcomes, and provides supports to achieve these goals.
 - b. Support plans are reflective of an Participant's goals and interests.
 - c. Staff demonstrates knowledge of how plans support Participants' interests and goals.

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

- d. Participants are supported to participate in social events, volunteerism, and community activities in which they are interested.
 - e. Opportunities are provided for Participants to explore different employment options.
 - f. Organization has age-appropriate and purposeful plans and materials to use during down time.
- 8. Organizations that handle Participants' personal funds (e.g. purchase of meals, activities, special events costs, etc.) have systems in place to safeguard the money, to include:**
- a. Personal monies are secured and not co-mingled with organizational funds;
 - b. Personal fund ledgers are tallied at time of transactions and include both staff and Participants' initials for all transactions (as applicable);
 - c. Receipts are maintained and cash ledgers are reconciled with receipts.
- 9. The organization implements positive behavioral support strategies and interventions including the following:**
- a. Staff demonstrates knowledge and skill in implementing positive behavioral supports;
 - b. Behavioral support plans include teaching of alternate skill sets designed to reduce or eliminate maladaptive behavior;
 - c. Staff promote and facilitate effective means for Participants to communicate needs and feelings;
 - d. The organization implements strategies designed to determine function of challenging behavior;
 - e. Behavioral support plans are least restrictive in nature and include a skill development component;
 - f. Staff document data that clearly measures the effectiveness of support plans and interventions.
- 10. Organizations serving Participants with significant behavioral support needs must:**
- a. Employ or contract with a professional meeting the qualifications outlined in the Medicaid Manual for Behavioral Consultation, Training and Intervention;
 - b. Have the ability to conduct functional behavior assessment, to include assessing environmental factors;
 - c. Demonstrate the ability to collect, analyze and present, meaningful data;
 - d. Have the ability to adjust plans based on data;
 - e. Utilize sound crisis prevention planning;
 - f. Behavior planning, including differentiating between skill acquisition and reactive strategies;
 - g. Demonstrate collaborative relationships with ISP and/or IEP team members, behavior intervention committees, court system, and health care Providers, as applicable.

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training

- 11. The organization demonstrates support of stability in the workplace and attempts to ensure jobs or work sites/groups are not changed unless it is the Participant's choice or deemed necessary by the ISP team.**
- 12. Community-based jobs (job placement and job coaching) are based on comprehensive assessments of an Participant's interests, abilities, skills, aptitudes, and health needs.**
- 13. There is evidence that Participants are satisfied with services.**
 - a. Interviews with Participants and families indicate satisfaction with services.
- 14. The organization involves Participants served to participate in decision-making processes, including the following:**
 - a. Participants served are involved in the hiring and evaluation of staff and (as opportunities arise) for participation, in the organization's decision-making bodies and processes (e.g. committees, advisory groups, boards, workgroups, etc.).

ISP Service Authorization of Contract Hours

		Maximum Hours Approved/Month	Rate per Hour**
Residential Support Management (T2017 TG)		TOTAL:	\$18.86/hour
Residential Support Services			
Awake (T2017):			\$18.86/hour
Supplemental Residential Support Hours (T2017):			\$18.86/hour
Sleep (T2017 UJ):			\$11.88/hour
Residential Support Services Hours		TOTAL:	0.00
*Behavioral Consultation, Training & Intervention (Master's) (96152 HO)		TOTAL:	\$84.92/hour
*Behavioral Consultation, Training & Intervention (Bachelor's) (96152 HN)		TOTAL:	\$73.84/hour
*Nursing Services (RN)		TOTAL:	\$36.73/hour
*Nursing Services (LPN)		TOTAL:	\$27.28/hour
*Nursing Annual Assessment/Evaluation (RN) (T1001)	Cost:		\$42.85 (rural)/\$36.73 (urban)
*Non-Medical Transportation (T2003)	Cost:	\$0.00	\$100/mo
*Vehicle	Cost:	\$0.00	varies
TRANSPORTATION		TOTAL:	\$0.00
*Counseling (H0004 or H0004 HQ)		TOTAL:	\$102.28/hour (individual)
*Nutritional Counseling (S9470 or S9470 TN)		TOTAL:	\$56.10/hour (urban)
*Other:		TOTAL:	
Day Habilitation (T2020) (Facility/Community Based Non-Work)			Up To 5 Days/Wk Provider: \$146.22/day
Pre-Vocational (T2014) (Facility Based Work)			Up To 5 Days/Wk Provider: \$146.22 per day
Supported Employment (T2018) (Integrated/Competitive)			Up To 5 Days/Wk Provider: \$146.22/day
Career Planning (T2019)			Up To 5 Days/Wk Provider: \$31.24/hour
JDT Transportation (Not billable to Waiver if Non-Medical Transportation Authorized Above)	Cost:	\$0.00	Provider:
ONE TIME COST:			
Purpose of 1 time cost:			
For the Month of:		Amount of 1 time cost:	varies - need driven
ONE TIME COST:			
Purpose of 1 time cost:			
For the Month of:		Amount of 1 time cost:	varies - need driven

*Authorized amounts that exceed ID/RC Waiver maximum amounts will be funded by Developmental Services.

Effective Date: _____
 SLA Provider: _____
 Behavioral Consultation Provider: _____
 Nursing Services Provider: _____
 Counseling Provider: _____
 Nutritional Counseling Provider: _____
 Service Coordinator: _____

Please complete Room & Board information, if required, on second page.

DS REGIONAL CENTER
 INDIVIDUAL SUPPORT PLAN

Name: _____
 Case #: _____
 DOB: _____
 ISP Date: _____

**** Rates are not all inclusive - the amount varies depending on a number of factors such as level of supervision needed and other factors**

SUPPORTED LIVING ARRANGEMENT ROOM & BOARD CALCULATIONS

INCOME:

Monthly Individual Resources	Net Amount
Employer:	
Employment	
SSI	
RSDI/SSDI	
Other ()	
Other Benefits (LIHEA)	
Other Benefits (HUD)	
Other Benefits (Food Stamps)	
Other ()	
TOTAL INDIVIDUAL RESOURCES:	\$0.00

ROOM AND BOARD:

Monthly	Expenses	Individual	Other	State
Retained Earnings	\$0.00			\$0.00
Personal Needs	\$178.19			\$178.19
Food	\$222.15			\$222.15
Rent				\$0.00
Utilities				\$0.00
Phone				\$0.00
Individual Travel				\$0.00
Medical				\$0.00
Other (help w/ expenses)				\$0.00
Other ()				\$0.00
TOTAL ROOM & BOARD	\$400.34	\$0.00	\$0.00	\$400.34

**DS REGIONAL CENTER
INDIVIDUAL SUPPORT PLAN**

Name: _____
Case #: _____
DOB: _____
ISP Date: _____