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

Nutritional Counseling 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 and requirements of a registered dietician as set forth in all applicable local, state and federal laws, statutes, rules and regulations, American Dietetic Association, as well as any applicable administrative policies and procedures set forth by the Division relating to the Provider's provision of services.

2. To enroll and maintain status as an approved Medicaid provider in good standing, pursuant to the Medicaid Service Manual, Chapter 100 and 2100 as applicable, and all Conditions of Participation in Chapter 102.1. Verification of these requirements must be provided prior to the approval of the initial provider agreement.

3. To maintain required training and criminal clearance checks for all employees and contractors, as a Medicaid Provider (Type 38).

4. To submit accurate, complete and timely claims based on prior authorization and actual services provided and bill for allowable Medicaid services.

5. 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.

6. 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.

7. 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.

8. To operate and provide services in a manner that facilitates the Participant's choices and

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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.

9. 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, policy and procedures.

10. To provide to the Regional Centers, a report of any instance of Medicaid fraud or abuse in accordance with Division, policy and procedures.

11. 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. Provider will submit a copy of current licensure immediately upon every renewal.

12. 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 individuals or entities.

13. 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.

14. To disclose to the State all persons that the Contractor will utilize to perform services under this Contract who are Current State Employees or Former State Employees. Contractor will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this contract without first notifying the Contracting Agency of the identity of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.

15. To conduct business in such a way that the Participant is afforded freedom of choice of provider, services and supports.

16. 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.).

17. To exhaust all appeals processes prior to initiating any litigation against the Division.

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18. 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

19. That by signing this Agreement, Provider certifies that neither it nor its principals are 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.

20. 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.

21. 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.

22. 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).

23. 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 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.

24. Provider will furnish certificates of insurance or written evidence of self-insurance. Attachment C Insurance Schedule.

25. 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;
- The Provider shall provide current, written service status summaries for each Participant;
- 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.

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26. **Reimbursement:**

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

27. **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.

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28. **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)

_____
(Print Name)

_____
(Print 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
Nutritional Counseling Services
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) Signature/Date

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 Nutritional Counseling 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 Waiver) and Division policies. The Provider has represented to the State Aging and Disability Services Division, the ability to provide Nutritional Counseling Services as defined in HCBS Waiver regulations, meets Division requirements and policy as of the effective date of this Agreement.

1. **Nutritional Counseling Services**:
   This service includes assessment of an individual's nutritional needs, development, and/or revision of an individual's nutritional plan, counseling and nutritional intervention, and observation and technical assistance related to the successful implementation of the nutritional plan. These services include training, education, consultation for individuals, family members, or support staff involved in the day-to-day support of the participant; comprehensive assessment of nutritional needs; development, implementation and monitoring of the nutritional plan incorporated into the participant's ISP, including updating and making changes to the plan as needed; aid in menu planning and making healthy options; nutritional education and consultation; and developing quarterly summaries of progress on the nutritional plan.

2. This service is provided upon determination of medical necessity, and the individual's health must be at risk. Services may not exceed an annual predetermined budgetary limit. Under extenuating circumstances, additional hours require the written pre-approval of the Program Manager. This service does not include the cost of meals or food items.

3. **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.

4. **Service Goals**:
   The provider agrees to:
   a. Provide services to promote the physical, emotional, and mental well-being of the Participant; to promote health and welfare.
   b. Provide training for the Participant to increase or maintain his/her nutritional skills to maintain a healthy lifestyle.
   c. 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 progress over time.

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d. Provide nutritional counseling based on the needs of the Participant and as documented in the ISP.
e. Assure that Participants' rights are supported and protected; to assure that due process is properly followed.

f. Provide a means to assess Participant satisfaction with nutritional counseling services.

g. Establish the setting that ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid home and community-based services.

5. **Service Limits and Restrictions:**
Nutritional Counseling Services limits vary based on assessed needs, available funding, and Division policy.

6. **Service Utilization**
   a. Utilization varies based on the needs of the Participant as identified by the ISP process. The assessment of need is a collaborative process involving the Participant, community provider, the Division, and others as identified by the support team.
   b. The amount of nutritional counseling services authorized for each Participant is based on assessed needs. If the needs of the Participants change, the provider is obligated to initiate the collaborative planning process with the service coordinator or supervisor.

7. **Record Keeping and Reporting Requirements** (Refer to Attachment D for additional provider standards regarding record keeping requirements.)

   a. The Provider must maintain and submit the following documentation to the Regional Center, Participant, and/or legal representative within the time frames established by the Regional Center and Division:
      i. Quarterly progress reports, including a written summary describing the specific service activities and the performance data that identifies the Participant's progress toward achievement of the support plans;

   b. The Provider must maintain written records to substantiate all services provided to the Participant, including date, time spent in the delivery of service, services provided and a notation of Participant response to the service and billed in accordance with program policy.
   c. The 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
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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.

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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.
   a. 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;
   b. Thumb drives, memory sticks or flash drives must not be used to store protected health information.
   c. 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;
   d. 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.
   e. 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 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.

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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 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.
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.

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.

III. 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.
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.

IV. 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.

V. 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:
   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.

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

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	**BUSINESS ASSOCIATE**
Department of Health and Human Services	_____ (Business Name)
Aging and Disability Services Division	
3416 Goni Road, Building D-132	_____ (Business Address)
Carson City, NV 89706	_____ (City, State and Zip Code)
(775) 687-4210 Phone	_____ (Business Phone Number)
(775) 687-0573 Fax	_____ (Business FAX Number)
_____ (Authorized Signature)	_____ (Authorized Signature)
_____ (Print Name)	_____ (Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers
Nutritional Counseling Services
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.
   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. The policy shall be endorsed to include coverage for physical/sexual abuse and molestation.

c. 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".

d. **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".

e. **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.

f. **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

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.

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, Department of Health and Human Services, Aging and Disability Services Division, 3416 Goni Road, Building 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.

VI. 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.

All certificates required by this Contract shall be sent directly to State of Nevada, Department of Health and Human Services, Aging and Disability Services Division, 3416 Goni Road, Building 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.

VII. 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.

VIII.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 polices should 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 should have their policies specifically endorsed to include this coverage.

Provider Agreement
State of Nevada
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Aging and Disability Services Division
Developmental Services Regional Centers
Nutritional Counseling Services

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.

Below is a reference checklist for your required insurance coverage:

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

☐ 1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Each Occurrence	$1,000,000

a. 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".

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

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

☐ **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

☐ 4. **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.

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

☐ **Sexual molestation and physical abuse** $100,000

☐ 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 Provider's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Independent Provider's Signature	Date	Title	
Signature-State of Nevada	Date	Title	

Provider Agreement Form Prior Approved by
the State Board of Examiners for Multiple Use
on: 05/12/2015

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

ATTACHMENT D
Provider Standards
Organizational Providers

A. Provider standards are included as an attachment and applicable depending upon the type of services rendered by the provider.

B. General Administrative

1. **The organization maintains and submits copies of required business documents to the Developmental Services (DS) Regional Center, including the following**:
   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;
   g. Automobile 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);
   j. Responsible to assure notification to Regional Center of changes to key organization staff and financial status.

2. **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.

3. **The organization maintains current written policies, meeting DS Standards that are pertinent to provider agency operations. Minimal requirements include the following:**
   a. The agency's policies and procedures are congruent with DS and Regional Center policies and procedures.
   b. Abuse, Neglect and Exploitation to include:
      i Whistle-blower clause;
      ii Clear procedures for reporting alleged incidents of abuse, neglect and exploitation;
   c. Incident Management and Reporting to include:
      i Clear guidelines on what constitutes a reportable incident;
      ii Clear procedures for reporting incidents;
      iii Clear and effective procedures addressing protections from self-abuse, and abuse and exploitation between individuals served;
   d. Disaster Planning, to include contingency planning for business continuity;
   e. Positive Behavioral Supports;

f. Human Resources Policies to include: hiring; orientation; ongoing staff development; performance feedback; complaint process; disciplinary procedures; job descriptions for all positions; and agency use of volunteers and interns;
g. Professional Conduct;
h. HIPAA/Confidentiality;
i. Financial Accountability (billing and management of individuals' funds);
j. Conflict of Interest Policy;
k. Academic Research Protections, as applicable.

4. 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 Restriction;
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 house rules, termination of services or transferring of individuals between living arrangements;
g. Complaint/Grievance Policy and Procedure for Individuals Served.

5. The organization has a system to ensure safe transportation of individuals 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 individuals served;
b. The organization has a system in place to ensure that all vehicles (organization and employee) used for transportation of individuals served are in sound and safe operating condition with documentation maintained on file;
c. Employees who transport individuals must have a current copy of their Nevada driver's license maintained on file.

6. The organization has a system in place to secure, protect and maintain a separate record for each individual 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 individuals' records, as needed, to perform their support duties.

7. The organization has a process to ensure timely and professional communication and interactions with outside Support Team Members (inclusive of other providers, family, guardians, DS Regional Center, providers of health care, etc.) including the following:

a. The organization ensures that necessary information (medication changes, medical appointments, program modifications, health and safety precautions, and risk factors 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.

8. **The organization has a system in place to ensure accuracy in billing for Supported Living Arrangement Contracts with DS Regional Center, including the following:**
   a. The organization has an effective system and procedure for submittal of billing statements with required backup documentation within established DS Regional Center policy guidelines;
   b. The organization has a well-developed system to monitor service agreements and contracts and provide staffing numbers that meet authorized staffing ratios and supervision needs of individuals as outlined in the ISP;
   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. Behavioral Health Services, PSR, PCA, etc.).

C. 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 employees' 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 individuals 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 files have evidence of 3 positive reference checks prior to hire (signed by the person completing the 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 03/01/10).**

4. **The organization ensures that employees hired for Direct Support services are at least 18 years of age and have High School 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. Finger print 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 in 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 individuals served by the DS Regional Center;
   c. "Office of Inspector General (OIG) List of Excluded Individuals and Entities" is checked prior to hire, and rechecked on a schedule established by the organization's policy and procedure.

6. **Employees have appropriate and current credentials for their positions (Nurses, Behaviorists, Nutritionist, and Certification in Medication Administration or Crisis Intervention etc.). The organization must retain copies of current licensure and certifications on file including the following:**
   a. Credentials/license and professional insurance for all subcontractors and employees as applicable;
   b. 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 individuals served and certification must have been acquired through classroom training);
   c. Medication Administration Certification through a DS approved program. Staff must maintain current certification status in order to assist with medication administration;

   d. Crisis Prevention/Intervention Certification in a DS 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. Safety Care, 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 of standards of care. This evidence is available on the organization's website or in its printed documentation. (Note: Only staff with current certification in an approved program may implement any type of restraint use.).

7. **Appropriate government child licensing agency/approval of homes and employees as applicable.**

8. **Each employee, volunteer, subcontractor 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.**

9. **Each employee, volunteer, subcontractor, and intern, as applicable to their role, must complete orientation training within 90 days of hire and prior to working independently with individuals. Orientation training must include the following:**
   a. Developmental Disabilities;
   b. Abuse, Neglect and Exploitation (Note: Policy review must occur within first 24 hours of hire)*;
   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 (and in 24-hour homes, use of fire extinguisher), and as applicable, pool/spa safety and emergency protocols etc.);
   f. Medical Supports and Identifying and Managing Medical Emergencies (including topics meeting specialized needs of individuals that the organization serves, i.e. medically fragile, aging, children and youth);
   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;
   j. HIPAA and Confidentiality*;

k. Handling Conflict and Complaints/Grievance Procedures (for both employees and individuals 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 home's routine and special needs of individuals the staff will be supporting.

Note: Volunteers, interns and subcontractors will have evidence of trainings marked with * above and in areas specific and pertinent to their roles and functions.

10. **Each employee volunteer, subcontractor and intern, as applicable to their role, 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 in 24-hour homes, use of fire extinguisher), and as applicable, pool/spa safety and emergency protocols etc.);
    e. Medical Supports and Identifying and Managing Medical Emergencies (including topics meeting specialized needs of individuals the organization serves i.e. medically fragile, aging, children and youth);
    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.***
    - ***Volunteers, interns, and subcontractors will have evidence of trainings marked with * above and in areas specific and pertinent to their roles and functions.***

11. **Staff training reflects a clear expectation of acceptable and unacceptable staff interaction with individuals 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.
12. **The organization employs or contracts with a Qualified Intellectual Disability Professional (QIDP) who meets the HCBW (Home and Community Based Waiver) standards including the following:**
    a. Designated QIDP(s) must meet federal criteria: 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 QIDP for the agency unless approved by DS Regional Center.

13. The effectiveness of the QIDP meets HCBW standards including the following:

a. The organization provides sufficient QIDP 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 of the implementation of support plans; assessment of progress; and effectiveness of supports provided to individuals;

b. The number of QIDP's employed or amount of contract hours required by a provider organization is dependent on: the needs of the individuals served; the expertise of provider staff working with the QIDP; and the ability of the QIDP to fulfill all functions of the position as measured by outcomes and fulfillment of waiver regulations.

14. The organization has a system to ensure staff coverage is adequate and sufficient to ensure health and welfare of individuals 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 the Individual Support Plan (ISP).

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

D. Internal Quality Assurance

I. Incident Reporting/Abuse, Neglect and Exploitation

1. The organization demonstrates a consistent practice of reporting accidents, injuries, other incidents, and suspicion and/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 and/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 (IRs), Denial of Rights (DORs) and Restraint and Denial (RADs) are 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 time frames.

3. Incidents 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 individuals 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 individuals, families, and outside entities utilized to promote performance improvement.

III. Emergency Preparedness/Safety/Environmental

1. **The organization has clear emergency procedures for staff to follow in case of emergency or disaster, including the following:**
   a. Types of emergencies are specified, and backup for emergencies are clearly identified and include home, work and community-based emergencies;
   b. Plans for natural disasters, fire, power outage, missing persons, etc., are available and known by staff and individuals served, as appropriate;
   c. Emergency numbers are available in an accessible location.

2. **There is a system in place to ensure adequate protections during emergency situations, which include the following:**
   a. Disaster/emergency drills are conducted on a regular basis for all 24-hour homes;
   b. For all 24-hour homes, fire drills are conducted monthly at varying times (with at least one conducted every 6 months during sleep hours) and practicing varied routes of egress;
   c. Individuals living in intermittent SLA settings are assessed for safety. Fire/disaster and safety skills/drills training is provided, based on ISP team recommendation;
   d. Special planning occurs for individuals who reside in two-story homes: alternative escape routes individually designed to support individuals are reviewed and simulated; fire extinguishers, telephones, flashlights with batteries and collapsible safety ladders are located on the second floor;
   e. Post-evacuation safety measures including assigned meeting place and procedure to account for all individuals and staff;
   f. The organization ensures training for special assistance to individuals who may have identified support needs during emergencies, including refusals or reluctance to evacuate;
   g. The organization ensures individuals receive orientation on emergency procedures within 24 hours of moving into the home;
   h. The organization ensures staff receives orientation on emergency procedures upon hire and prior to working independently;
   i. Access to locked rooms is available in emergencies and locks and/or other barriers do not hamper evacuation.
3. **The organization has a system in place to ensure that emergency supplies are readily available to include the following:**
   a. A well-stocked emergency kit to include: flashlights; batteries; a battery-operated radio; matches; and items specific to the individuals' specialized needs;
   b. An adequate (5-day) supply of nonperishable food and bottled water within expiration guidelines (5 gallons of water per individual);
   c. Complete First Aid Kit including: gloves; thermometer; Band-Aids; ice pack; alcohol wipes; gauze; and in 24 hour homes a CPR mask;

d. A properly charged fire extinguisher in 24-hour homes and present in intermittent SLA services as applicable. If the fire extinguisher is rechargeable the service tag must be current within 1 year, for "one time use" extinguishers current date must be within 7 years of manufactured date on the extinguisher;
e. In 24-hour SLA arrangements, infection control supplies to include: face shield/mask; gloves; disinfecting solution; bucket; etc.

4. The organization has a system and procedures for ensuring safety within the home including the following:

a. The organization has a system for conducting and follow up of environmental quality assurance reviews on a routine basis;
b. All maintenance concerns are corrected in a timely manner;
c. Home is free of slipping and tripping hazards;
d. Operational battery back-up smoke detectors in all sleeping areas and common areas;
e. Each bedroom/sleeping area must have two unobstructed egresses readily accessible for evacuation (i.e. 2 doors or a door and a window that open with ease);
f. Bedroom and bathroom doors must be able to unlock from the inside with a single motion device;
g. Windows and doors that are frequently left open must have screens that are in good repair;
h. Home safeguards will be put in place based on the assessed needs of individuals (e.g. temperature regulating controls on water heaters, stoves, etc.);
i. The water heater's temperature is monitored and regulated so as to not exceed safe levels for the assessed health and safety needs and skills of individuals served. (Suggested temperature range 110 F not to exceed 119F.);
j. Adequate home temperature is maintained based on expressed desire of individuals living in the home;
k. Portable heaters are prohibited;
l. Air filters utilized are proper fitting and free of build up;
m. No frayed or electrical cords are being used;
n. Extension cords may be used on a temporary basis but must be UL approved;
o. Surge protectors in place must be UL approved;
p. Smoking areas are clearly defined and smoking policy is followed;
q. Smoking and fire materials, including matches, candles, fire places, etc., are used in a safe manner based on assessed safety skills of individuals served. In 24-hour homes, burning of fire places and candles may only be done under direct supervision of support staff;
r. Combustibles not stored near heat source;
s. Combustibles and caustics are locked and secured based on assessed needs of individuals;
t. Outside exits may not be key locked from inside unless there are active and maintained sprinklers throughout the home and DS Regional Center approval has been given;
u. Outside gates may not be key locked without appropriate Regional Center approvals;
v. Security bars must be operable and able to swing open freely from single motion inside device;
w. Weapons are prohibited in 24-hour support arrangements;
x. Environmental modifications are in good repair (ramps, handrails, shower chairs, grab bars, etc.);
y. Adaptive equipment (wheelchairs, walkers, shower chairs, etc.) is clean and maintained in good repair.

5. The organization has a system and procedure in place to assure environmental and sanitation requirements (the homes are maintained in a clean and sanitary manner) are met including the following:

a. Homes are decorated in a manner reflective of the individuals' preferred tastes;
b. Homes are clean in a manner to support appropriate sanitation and infection control;
c. The condition of the walls and doors are maintained in a safe manner;
d. Interior window coverings allow sufficient privacy and are safe;
e. Flooring is in safe repair;
f. Flooring is free from unsafe debris and obstacles;
g. Furnishings are in good repair and functional for the individuals (mattresses, mattress covers, etc.);
h. There is adequate lighting with appropriate shades in all living areas and bedrooms;
i. Appliances are operable;
j. Appliances and food prep surfaces are clean and sanitary;
k. There is an adequate supply of cooking and eating utensils;
l. Food is thawed in refrigerator or microwave;
m. Individuals are encouraged to pack lunches in clean containers;
n. Attention is given to expiration dates of food and discarded promptly;
o. Food storage is in air tight containers (labeled and dated in 24-hour supervised homes);
p. Food is stored at appropriate temperature and may not be stored on floors;
q. Good hygiene practices are followed;
r. Liquid soap and paper towel is available in kitchen and bathroom areas;
s. There is adequate trash storage;
t. Waste materials disposed of in covered containers;
u. Free of rodents/insects;
v. Sanitation and infection control protocols are in place and maintained;
w. Standard precautions/infection control protocols are utilized and personal protective equipment and supplies are adequately stocked and available to staff;
x. Individuals do not share personal hygiene supplies;
y. Personal hygiene items are stored separately in clean containers;
z. Soiled clothing and linens are washed separately;
aa. Soiled clothing and linens are not allowed to accumulate and emit offensive odors;
bb. Pets are vaccinated against rabies and are licensed as applicable;
cc. Pets are properly cared for;
dd. Pet areas are clean and free of offensive odors and waste.

6. Homes with swimming pools and spas have safety features in place including the following:
a. The pool/spa is maintained in a healthy and sanitary condition;
b. Water/life safety equipment is readily accessible at pool side;
c. Organization ensures that individuals are monitored by support staff with sufficient skills to use emergency safety equipment and perform rescue if needed;
d. Pool rules are developed and are understood by users;
e. Special precautionary plans are in place for those individuals who may not understand pool rules;
f. Non-swimmers are identified and provided appropriate support and monitoring;
g. Organization ensures appropriate security is in place, based on formal assessed needs of individuals served, that may vary from understanding and ability to abide by established rules, to possibly including a locked fenced-in area surrounding the pool or spa area;
h. Organization ensures that protective pool or spa coverings are completely removed when in use.

7. **The organization has a system in place to ensure that exteriors of the homes are well maintained and reflect the standards of the neighborhood including the following:**
   a. Lawn and shrubs are well trimmed;
   b. Outside lighting is operable;
   c. Window coverings are appropriate and screens on home are in good repair;
   d. Exterior of home, yard, patio and sidewalks are maintained and free of safety hazards.

8. **The organization has a system in place to ensure all homes considered for 24 hour supported living arrangements meets standards and are prior approved by the Regional Center.**

E. Assurances of Primary Health Care

1. **The organization's health and wellness supports are individualized based on assessments, including the following:**
   a. The organization ensures that all individuals receiving medication support will have current prescriptions, including those for PRN and will include identifiers and parameters for administration;
   b. The organization ensures that health care assessments are completed according to DS agency policy, ISP team recommendations and submitted to the DS Regional Center prior to individual Support Plan (ISP) meetings;
   c. Recommendations and medication/treatment changes from health care professionals are shared with team members who need to know as pertinent to their support role;
   d. Recommendations and medication/treatment changes from health care professionals are acted upon as prescribed;
   e. Assessment of individual's medication administration skills is completed per DS Regional Center policy and medication support is provided based on assessed skill level.

2. **The organization ensures that only certified staff provides medication administration for those assessed as needing this level of support.**

3. **The organization has an internal system to ensure accurate and efficient delivery of prescribed medications including the following:**
   a. The organization has established procedures that ensure correct dosage, times, routes, etc. for individuals taking medication;
   b. The organization has established procedures to assure individuals receive new medications and medication refills as prescribed and within timeframes directed by the health care professional so as to prevent delay or disruption in medication administration;
   c. The organization has an established system for tracking, documenting and accounting for medication delivery and removal;
   d. Medications will be secured based on the needs of individuals residing in the living arrangement, effective in preventing loss, misuse, and accidental ingestion;
   e. All controlled substances shall be locked in all 24-hour supervised homes;
   f. All controlled substances are counted at each shift and time of administration;
   g. Medications are destroyed in an environmentally safe manner and records of destruction are maintained.

4. **The organization has a system for identifying, reporting and correcting medication errors including the following:**
   a. Incident reports are submitted to the DS Regional Center for all medication errors which identify the cause and preventive measures to be taken;
   b. The organization has a system for tracking and trending medication errors and taking corrective actions including systems change as appropriate;
   c. Medication documentation (e.g. MARS and/or Medication Logs) is completed immediately and accurately upon administration, and upon any change of medication or dosage, as prescribed by the health care professional.
5. **The organization ensures that individuals' health care needs are adequately assessed and supported, including the following:**
   a. The organization has a process for assessing health care needs; development of health support plan; training to staff; and securing of adaptive equipment and home modifications, as applicable, prior to the initiation of services and/or upon discharge from hospital;
   b. The organization has a system to ensure that health care appointments are scheduled and attended, with follow up on recommendations as prescribed;
   c. The organization ensures physician recommendations for monitoring and treating signs and symptoms of health concerns are documented to include: seizures; blood pressure; blood sugar levels; behavioral data; nutritional status; input/output; weight; etc.;
   d. The organization ensures that health care providers/physicians are provided with appropriate documentation including data on target health symptoms or behavioral issues needed to make effective treatment decisions;
   e. The organization ensures health care recommendations/orders are implemented timely;
   f. The organization ensures adequate documentation is maintained on all health care appointments and follow-up activity.
6. **The organization has a system for immediately addressing health care emergencies, including the following:**
   a. Staff demonstrates awareness of signs and symptoms of injury/illness and access to emergency health care;
   b. Staff demonstrates awareness and compliance with organization's medical emergency policy and procedures;
   c. Emergency contact numbers are communicated to all team members;
   d. Staff makes immediate notifications to health care professionals, guardians and other team members of any health care emergency;
   e. Staff makes immediate notifications to health care professionals and ISP team members of an individual's refusals of recommended treatment;
   f. The organization has an effective system for alerting staff of changes in health care needs and safety precautions.
7. **The organization provides for healthy nutritious meals including the following:**
   a. Individuals are involved with menu planning and grocery shopping;
   b. Individuals participate in cooking, preparing the table, serving themselves, and cleaning up after meals;
   c. Nutritious foods (fresh fruits, vegetables, meat, dairy, etc.) are available;
   d. Individuals are encouraged to make healthy choices;
   e. Preferred snacks and beverages are available;
   f. Restrictions are not implemented in the absence of a medical or dietary order;
   g. Staff is knowledgeable of and support special dietary requirements;
   h. Alternatives/options are available for restricted foods.

F. Assurances of Fiscal Accountability

1. **The organization has a system in place to ensure utilization and continuity of individuals' benefits (SSI, Medicaid, Waiver, Food Stamps, etc.) including the following:**
   a. The organization submits re-determination paperwork to Medicaid and Social Security in a timely manner and protects against disruption of benefits;
   b. The organization has a process in place to monitor and ensure that individuals' assets do not exceed Medicaid allowable resource limits;
   c. Loss of revenue to the organization as a result of systems failure creating a benefit disruption is the responsibility of the organization and not passed on to either the individual or the DS Regional Center.

2. **The organization ensures that personal and organizational funds are not co-mingled.**

3. **The organization ensures that dividends from interest-bearing trust accounts are pro-rated as appropriate.**

4. **The organization ensures that personal funds are managed only at the written request of the individual/guardian.**

5. **The organization has safeguards to protect personal fund accounts from being drawn into negative balances.**

6. **The organization has an accountability system utilized to ensure against misuse of individuals' money or financial exploitation including the following:**
   a. In settings where staff are responsible for handling individuals' personal needs funds, personal fund ledgers are tallied at time of transactions and include both staff and individuals' initials for all transactions (as applicable);
   b. Receipts are maintained for purchases made with the support of staff and cash ledgers are reconciled with receipts;
   c. All cash, check, or pay card transactions between staff and individuals will be acknowledged by written receipt and signed by both the individual and staff.

7. **The organization supports individuals to pay bills and other expenses (rent, utilities, etc.) in a timely manner including the following:**
   a. The organization has systems in place to ensure individuals are provided information about their trust fund accounts and financial responsibilities;
   b. The organization provides for immediate access to money by the individuals;
   c. Individuals participate in bill paying and monthly reconciliation (when appropriate).

8. **Late fee penalties as a result of systems failure are the responsibility of the organization and are not passed on to the individual or to the DS Regional Center.**

G. General

1. **The organization ensures that employees are aware of and support individuals served to exercise personal rights and/or in development of skills required to exercise rights including the following:**
   a. Rights training curriculum and/or materials are available and used by staff to support individuals' awareness, interest and skill development in the exercising of their rights;

b. Rights are not restricted without completion of due process per DS Regional Center policy, with the exception of emergency situations, in which health and/or welfare is at risk;
c. Staff complete and submit required documentation for emergency use of restrictive interventions as needed for health and welfare, following DS Regional Center policy.

2. **The organization ensures that employees treat individuals served with dignity and respect, including the following:**
   a. Individuals are called by their preferred name and are treated as "people first" and with respect and high regard of their personal worth, individual talents and personal rights;
   b.
   c. Age appropriate interactions and activities are supported by all staff;
   d. All rules of the organization are not restrictive without cause (safety, health, etc.) and house rules are established with the participation of individuals residing in the home;
   e. Staff demonstrates respect and support of individuals' cultural differences and interests;
   f. Privacy, confidentiality and dignity in all aspects of personal life, healthcare and self-care are respected and adhered to.

3. **The organization ensures that individuals served are supported to be involved in all aspects of home and daily routines to their fullest capabilities including the following:**
   a. The organization supports a culture of teaching, mentoring, and partnering with people, versus a "care giving" model of "doing for" people;
   b. Individuals are supported and taught responsibilities of their home and facilitated to participate in all aspects of home and community life, irrespective of and in addition to habilitation plans;
   c. Opportunities for decision making are actively provided;
   d. Staff engages with, listens and converses with individuals receiving supports.

4. **The organization implements positive behavioral support strategies and interventions including the following:**
   a. Staff demonstrates knowledge and skill in implementing positive behavioral supports;
   b. Staff promote and facilitate effective means for individuals to communicate needs and feelings;
   c. The organization implements strategies designed to determine function of challenging behavior.

5. **The organization demonstrates competency in the development and writing of behavioral support plans, including the following:**
   a. Behavioral support plans include teaching of alternate skill sets designed to reduce or eliminate harmful or unsafe behavior;
   b. Behavioral support plans are least restrictive in nature and include a skill development component;
   c. Staff document data that clearly measures the effectiveness of support plans and interventions.

6. **Organizations serving individuals 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 sound behavioral assessment, to include assessing environmental factors;
   c. Demonstrate the ability to collect, analyze and present meaningful data;
   d. Utilize data effectively in modifying/adjusting plans;
   e. Utilize sound crisis prevention planning;

f. Utilize behavioral planning strategies, 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.

7. **The organization has a process for support plan development and implementation based on thorough assessments of the individuals' 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 individuals' skills and risks to include: personal care, home management, safety, community life, health and welfare, and personal goals and desires within 30 days of initiation of services;
   c. Re-assessments are conducted annually and upon changing needs of the individuals.
8. **The organization has a process for effectively communicating to staff all precautions and safeguards based on assessed needs of the individuals.**

9. **The organization has a process for support plan implementation including the following:**
   a. Support plans are well-developed and measurable and include teaching methods based on the individuals' learning style;
   b. Staff is trained and demonstrates the ability to communicate effectively, both in writing and verbally, with individuals 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.

10. **The individual stays connected to natural support networks and the life of the community, including the following:**
    a. The organization has a system in place, including sufficient transportation, to ensure individuals served are supported and provided opportunities to develop and or maintain social connections with family and friends;
    b. The organization supports individuals to participate in integrated social events and community activities and afford opportunities to develop social roles and build social capital;
    c. The organization provides individuals with exposure to new activities, events, hobbies, clubs, etc. in order to cultivate new interests and opportunities.

11. **The organization has systems in place to support continuity and stability of individuals': routines; health and welfare supports; staffing; living arrangements; and general service delivery.**

12. **The organization ensures that individuals supported in 24-hour living arrangements have current contracts solely with the Regional Center, unless previously authorized by Regional Center administrators (i.e. no combined service populations without Regional Center prior approval).**

13. **The organization involves individuals served to participate in decision-making processes, including the following:**
    a. Individuals 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 and in the hiring and evaluation of staff.