

Provider Agreement Number 14: School Transportation

State of Connecticut Department of Children and Families

505 Hudson Street

Hartford, CT 06106

(herein after "the Department")

enters into an agreement with

(herein after "the Provider")

for the provision of **School Transportation** under the terms as identified below.

A. Administrative Terms

1. Effective Date: This agreement is effective from the date of execution through _____.
2. Termination of Agreement: The Department or Provider may terminate this agreement with written notice to the other party at any time.
3. Regulatory Requirements: The Provider agrees to abide by all relevant Department regulations and policies and state and federal laws and regulations including all reporting requirements as specified by C.G.S. §17a-101 through §17a-103 and C.G.S. §46b-120 related to children; C.G.S. §46a-11b related to persons with mental retardation; and C.G.S. §17b-407 related to elderly persons.
4. Ethics: The Provider agrees to ensure that each individual providing services under this agreement operates ethically in accordance with the Provider's ethics policy and state ethics laws and, as appropriate, in compliance with all relevant Codes of Ethics, Professional Standards or Best Practice Guidelines of the profession(s) represented. The provisions of the state ethics statutes and the Code of Ethics, Professional Standards or Best Practice Guidelines of the professions supersede anything to the contrary contained in the policies of the Provider or the Provider's procedures and practices.
5. Utilization: This agreement does not constitute, in any way, a guarantee of utilization of the provider's services.
6. Confidentiality: The Provider will safeguard the use, publication, and disclosure of information concerning all clients who receive services under this agreement and comply with all applicable federal and state laws regarding confidentiality, including HIPAA. The Provider will seek the guidance of the Department prior to any disclosure of personally identifiable information.
7. Credentialing: The Provider will maintain written documentation confirming that each individual providing service under this agreement has and maintains the requisite credentials. Any change in status regarding any credentialing requirements must be reported in writing by the Provider to the Department's Contracted Agent within thirty days.

8. Documentation: The Provider agrees to complete and submit all reports and other required documentation to Central Office and/or Area Office staff within the timeframe agreed upon at the start of service.

9. Payment for Services: The Department agrees to pay the Provider based on services requested and authorized by the Department in writing. This authorization must occur prior to the start of service. All requests for services must be approved in writing by an Area Office Supervisor. The payment mechanism shall be fee for service. Invoices shall be submitted on a monthly basis, on the 10th of the month following the month of service and will include a receipt of the GPS/Fleet Tracking data report and billing invoice by Child Welfare Accounting. Invoices received dated a year or more after the service was rendered will not be paid. All requests for payment shall include the client name, LINK number, the name of the staff that provided the service, the actual date each service was provide, hours of service, and the location transported to and from per occasion. All services will be prorated in 15 minute increments for services that are less than a full hour. The per diem rate cannot exceed the Department Discretionary Services Fee Schedule posted on the Advanced Behavioral Health (ABH) website, www.abhct.com.

10. Fee Schedule: All services will be reimbursed according to the rates established by the Department. The Department's approved fee schedule is maintained at 505 Hudson Street, Hartford, CT. The approved fee schedule may be amended as the Department deems appropriate. The Provider will adhere to the rate and all stipulations in the Department's Discretionary Services Fee Schedule.

11. Recoupment of Payments: The Department reserves the right to recover any overpayments.

12. Monitoring and Review: The Provider agrees to allow access to the Department for purposes of monitoring and review. This access includes but not limited to client records, fiscal records, staffing records, policy and procedural manuals, facilities, staff, and children in care of the Department. The Department will conduct quality reviews, which may include site-based quality review visits.

13. Third Party Contracts: The Provider is wholly responsible for ensuring that all provision of service performed under this agreement complies with all terms of this agreement. The Department reserves the right to bar any individual and/or entity from providing direct client services.

14. Physical Restraint: Physical restraint of any child or youth served under this agreement is prohibited.

15. Safety and Security: The Provider shall have a plan with clear procedures, a consistent, coordinated approach for reporting and managing emergencies to ensure the safety of the child and youth and other parties involved. The Provider will immediately notify the Department Area Office assigned staff during business hours and the Careline after hours of any emergency or urgent circumstance. The Provider and its employees shall follow mandated reporting requirements for suspected child abuse and neglect. The Provider and its employees shall report critical incidences to the DCF Careline and significant events to DCF Risk Management within 12-hours of the incident.

16. Use of State Resources: The Provider will not utilize any state resources to market the services and/or program it offers.

17. Re-credentialing: The Provider must reapply for continued participation status once every two years from the initial approval date. The Credentialing Contracted Agent will collect up-to-date information on all required credentialing documents.

18. Credentialing Process: The full Credentialing process is governed by DCF Policy 31-12-12.3 which can be found under "Policy and Regulations" on the Department website: <http://www.ct.gov/dcf>.

All information regarding the Credentialing process can be found on the ABH website www.abhct.com/

B. Service Definition

School Transportation

School transportation services are often needed to transport children to and from school when the service is not available through the responsible Local Educational Agencies (LEA), family or caregivers, the Department of Children and Families staff, or public transportation. Credentialed transportation services shall not be utilized in cases where the child is younger than age five (5) or when a child's medical or psychiatric condition requires a highly trained or specialized service such as a medical cab or ambulance. The Provider shall be responsible for full compliance with all relevant Department of Motor Vehicles statutes and regulations C.G.S. § 14-44, including those related to "Public Passenger Endorsements,"

C. Credentialing Criteria

School Transportation

1. Qualifications.

Qualifications. Must be a minimum of 18 years of age (21 years of age if driving a commercial motor vehicle (see below).

Present a copy of valid State of Connecticut driver's license with the appropriate endorsement for the type of school transportation the driver is applying to provide.

The "Type of Vehicle" column in the table below indicates the DMV standards the driver will need to meet. <http://www.ct.gov/dmv/cwp/view.asp?a=805&q=244782>

Endorsement

Type of Vehicle

S

School Bus - required before operating a school bus (as defined by DMV) or any vehicle that requires a "V," "A" or "F" endorsement. Before operating a school bus, a commercial driver's license (CDL) with a "P" endorsement is also required. Please see CDL Testing Requirements for more information on how to obtain a CDL.

P

Passenger/Transportation - "P" endorsement is required if the vehicle being driven requires a Class A, B or C CDL and is transporting passengers.

V

Student Transportation - required for transporting students to and from school, including vehicles transporting special education students, or any vehicle that requires an "A" or "F" endorsement. A certificate of safety training (R360) is also required. (Available through school bus companies.)

NOTE: No motor vehicle with a seating capacity of more than ten passengers other than a school bus

conforming to the provision of C.S.S. § 14-275 may be used for the transportation of such students to and from school.

A

Activity Vehicle - required before operating a student transportation vehicle (or other vehicle that requires an "F" endorsement) used in connection with school-sponsored events and activities, but not used to transport students to and from school.

F

Service Bus, Taxi, and Livery - required before operating a taxi or livery vehicle, service bus, motor bus or motor coach.

Service bus includes any vehicle except a vanpool vehicle or a school bus designed and regularly used to carry ten or more passengers when used in private service for the transportation of persons without charge to the individual.

NOTE: Applicants or holders of a public passenger endorsement must have an acceptable driving record. All of these types of licenses are only issued after a fingerprint background check. The DMV monitors and cross checks each of these licenses for any new criminal activity on a monthly basis and if any is found the license is suspended, as well as the driver's credentialing agreement.

Special Requirements: First Aid and CPR certificates issued by a nationally recognized accredited organization are required.

It is the responsibility of the organization to assure all drivers are meeting all Department of Motor Vehicles statutes and regulations Chapter 246 Motor Vehicle: C.G.S § 14-100 regarding Seat Safety Belts and Child Restraint Systems.

Information regarding Car Seat training can be found on the website for Advanced Behavioral Health, abhct.com.

2. General Experience.

Provider shall possess organizational skills and the ability to schedule transportation appointments in a manner that assures children and youth are picked up and dropped off at the scheduled appointment time.

3. Ethics.

The Provider shall sign the Department's Confidentiality Statement and Ethics Agreement.

4. Insurance.

Proof of current certificate of motor vehicle insurance with the limit of \$ 1.5 million per vehicle coverage is required by the state. Notification to the Department is required whenever the insurance certificate expires, is revoked or suspended, or renewed.

5. Form:

IRS Form W-9.

6. Supervision.

Transportation providers shall keep a daily log of driver's assignments, hours worked and length of approved time. The reason for the extra time must be noted if transportation exceeds the allotted

approved time.

When an accident occurs when transporting a DCF child or client, documentation of the facts of the accident are required; e.g., date, time, names of driver and child or client, injuries or anything of direct impact on the child or client. Documentation should also include the names of all the persons who were notified, the date, time and the manner of the notification.

All written documentation of staff oversight including incidents/accidents, complaints and resolutions will be reviewed during on-site quality reviews.

7. Background Checks.

The Provider shall maintain written documentation confirming that background checks, including of the Department's child protective services registry, criminal history, and the national sex offender registry, have been completed for all staff providing direct service to children and all key personnel. If background checks are completed by DMV as a requirement for a particular endorsement that background check will be acceptable. Background checks for employees are only to be six-months old at the signing of the application. The Department's child protective services background checks must be completed by authorized personnel of the Department's Careline, criminal background checks must be completed by the State of Connecticut Department of Emergency Services and Public Protection and sex offender checks must be completed using the Dru Sjodin National Sex Offender Public Website (NSOPW). The Provider shall submit official results of all background checks as part of its credentialing application.

8. Training/Staff Development.

Training/Staff Development. All staff providing Transportation services must have training in basic First Aid and CPR and maintain valid First Aid and CPR certificates through an accredited organization, such as the American Red Cross or American Heart Association following the American Heart Association (AHA) Emergency, Cardiovascular Care (ECC), and OSHA Standards.

The Provider is required to participate and/or have orientation and in-service training for all staff providing services to children or youth that includes, but is not limited to, the following: program philosophy, policies, practices, and procedures; HIPAA; confidentiality, and mandated reporting. The Provider shall only utilize trainers certified by the Department to conduct mandated reporter training to community providers.

The training needs of all staff will be assessed routinely. Staff will receive training appropriate to their position and responsibilities to enhance their work with children and youth in ways that promote positive interactions and maintaining safety when working with children and youth.

Training will be verified through review of written documentation of trainings including, but not limited to, training assessments and plans, training curricula, attendance sheets, and evaluation forms during on-site-based quality reviews.

The Provider is strongly encouraged to attend or have representation at the quarterly Credentialed Provider Meetings.

9. Staff/Client Ratio.

Whenever it does not present a safety issue for the children, it is acceptable to transport more than one child at a time. (See fee schedule for payment). It is expected that the Provider will organize and schedule such trips. When considering safety, age of children and ability of child to maintain safe behavior must be taken into account. Both of these situations shall be determined in consultation with the Area Office Social

Worker for each child transported. Under all circumstances, the Provider shall maintain and ensure that staff maintains proper supervision, oversight, and management to ensure child's safety and well-being. Any concerns with the ability to maintain these standards shall be immediately communicated to the Area Office Social Worker or designee.

10. Quality Assurance/Improvement.

The Transportation Providers will be required to have a Fleet Tracking System and the tracking data must be included with the invoice for payment and maintained by the Provider for a period of one year for verification if needed. The system being used must be able to track at a minimum: mileage, locations and time service was rendered. The system shall ensure transportation is delivered as requested, increase the safety for employees and children and assist the Provider in maintaining the safety of the vehicles used.

If payments to the Provider exceed \$300,000 in any calendar or fiscal year, the Provider shall secure an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Provider. Such audit shall include management letters and audit recommendations. The Provider shall comply with federal and state single audit standards as applicable. This provision does not apply to individuals.

The Department may complete a review of the program and or services utilizing a variety of sources to obtain a broad, comprehensive, and objective perspective of the Provider's fidelity to requirements, operation, and effectiveness that will assist the Provider in determining areas of strength and areas that may need support and modification to enhance outcomes for youth and families. Program Improvement Plans or conditions designed to improve performance may be developed based on the results of the review. The Provider shall maintain documentation of the implementation of the Program Improvement Plan and the fulfillment of the conditions designed to improve performance. The Department will review the Program Improvement Plan and all relevant documentation during on-site quality reviews.

D. Service Profile

1. Services Provided

The Individual or Organization shall provide the following services:

- Student transportation - Interim transportation to and from school until the child/youth's responsible Local Educational Agencies (LEA) arranges ongoing transportation service. Transportation to and from school shall be considered based on the best interest of the child and should never exceed 45 minutes one way.
- If the provider is providing general transportation they must meet DOT livery regulation standards and must also be credentialed to provide General transportation.

Communication regarding all transportation shall be directed to Area Office staff within twenty-four (24) hours of the scheduled service and should include:

- scheduling including pick up and drop off times, and agreed-upon location
- wait time policy
- safety requirements
- agency contact information
- any changes in this schedule which shall be communicated

Supervision of children should include the following:

- children will be supervised at all times
- Age appropriate vehicle safety restraints will be utilized at all times
- Any incidents with the driver or the mode of transportation or issues pertaining to the child require immediate notification to Area Office staff.

2. Target Population

Eligible for this service are children and youth on or after their 5th birthday currently active with the Department and residing in a home setting (e.g. foster family, relative caregiver, etc.) or residing in a Department-supervised independent living or transitional living arrangement. The Provider must be prepared to provide services to children in a variety of circumstances and at times other than during normal business hours.

This service is not for children residing in congregate care settings where the service is already provided by the congregate care staff.

3. Access to Services

The Provider shall accept referrals from authorized Department staff only, utilizing a standardized referral format provided by the Department. The Provider will contact the referrer and will schedule the transportation, agreeing on the time and total amount of service, including the agencies wait time policy and arrange where the child is to be picked up and dropped off. Return trips shall also be agreed upon before the transportation occurs. Changes in the agreement shall be discussed 24 hours in advance to assure all parties are informed. It is expected that the Provider will organize and schedule such trips and charge the pro-rated rates. A child shall never be left unattended or left with an unauthorized adult when being transported. Transportation cannot be provided by an individual who has not been credentialed and approved by DCF.

4. Duration of Service

Transportation services are designed to be short-term and utilized when transportation is not available through any other means. Providers shall follow the guidelines outlined in the rate schedule developed by the Department and authorized in writing by the Area Office Social Worker or designee.

Authorization for ongoing school transportation services shall be reviewed every 90 days.

5. Data and Reporting

The Provider shall submit unduplicated, client level data to the Department social worker or designee by the 10th of each month following the month of service, or at another interval as dictated by the Department. The Provider will supply the following information for each child or youth receiving Transportation.

- Child or youth's name
- Date and hours of transportation services provided.
- Name of individual providing the transportation.
- Address of location(s) where transportation began and ended, and any additional stops including mileage. Mileage must be verified by Fleet Tracking or GPS system. (See fee schedule for details).

E. Acceptance of Agreement

The Provider accepts and will comply with all the terms and conditions set forth in this agreement, including but not limited to the services provided and duration of service. The Provider understands that not abiding with any term or condition set forth may result in the Department taking corrective action including termination of this agreement.

Name of Provider

Department of Children and Families

Authorized Signature

Authorized Agency Official Signature

Print Name and Title

Print Name and Title

Date

Date