

Provider Agreement Number 5: Therapeutic Support Staff

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 **Therapeutic Support Staff** 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 on all clients who receive service under this agreement in accordance with all applicable federal and state laws regarding confidentiality and 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 services 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 Credentialing 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 by the Department and delivered by the Provider. All requests for services must be approved by Area Office

management. The payment mechanism shall be fee for service. Payment shall be made the month following the month of service and following receipt of the written assessment summary report and billing invoice by Child Welfare Accounting or authorized payer. All requests for payment shall include the client name, LINK ID number, the name of the staff that provided the service, the actual date each service was provided and hours of service provided on each date, the hourly and/or per diem rate (which cannot exceed the Department Discretionary Services Fee Schedule).

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, Connecticut. 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 is 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 services performed under this agreement by third party contractors 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 that present a consistent, coordinated approach for managing and reporting emergencies and urgent circumstances that may arise while providing services to help ensure the safety and security of the child or youth and other parties involved. The Provider will immediately notify the Department Area Office assigned staff during business hours and the Hotline after hours of any emergency or urgent circumstance. The Provider and its employees shall follow mandated reporting requirements for suspected child abuse and neglect.
16. Use of State Resources: The Provider may 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>.

B. Service Definition

Therapeutic Support Staff

Therapeutic Support Staff is a service designed to address the individualized needs of a child or youth with complex behavioral health needs. These children and youth have a current diagnosable behavioral health condition that results in moderate to acute functional impairment which substantially interferes with, or limits, the child's or youth's role or functioning in family, school or community activities. This service is intended for children or youth whose level of functioning puts them at risk of entering a residential level of

care, disrupting from their home or foster placement, or for children or youth who are being discharged from residential treatment or a more acute level of care.

These individualized supports are provided by paid, trained and supervised individuals. This service is provided typically for up to eight (8) hours per week per child or youth and includes a combination of structured and enrichment activities consistent with identified treatment plan objectives. The service is multifaceted and should not focus on a single sport or activity. For children or youth discharging from residential treatment or other congregate care settings, the service is for two (2) visits for no more than one (1) hour per visit prior to discharge.

In order to emphasize consistency and relationship building, it is expected that the same staff person will continually provide this service throughout the course of care while the child or youth remains involved. Any changes in staff must be discussed with and approved by the Department Area Office.

This service is intended as a component of a comprehensive case plan. As such, the individual providing this service is expected to collaborate with other service providers toward the implementation of the child or youth's individual case plan.

C. Credentialing Criteria

Therapeutic Support Staff
<p>1. Qualifications.</p> <p>Must be a minimum of 21 years of age and hold a minimum of a Bachelor's Degree in a Human Services field (social work, sociology, counseling, child welfare, psychology, marriage and family therapy, education, social services, criminal justice, child care management, child development, family studies or other human services degree).</p> <p>Special Requirements: A valid Connecticut motor vehicle license and American Red Cross or American Heart Association First Aid and CPR certificates are required.</p> <p>Interns: The use of interns and volunteers in this position is strictly prohibited, but they can be used to perform other duties under the supervision of the Provider.</p>
<p>2. General Experience.</p> <p>Individuals without the preferred Bachelors Degree in a Human Services field, but who have at least seven (7) years of experience in the field of Human Services will be considered case-by-case. The Department will review the applicant's experience, education and training, other qualifications and the current resume and Statement of Experience form.</p>
<p>3. Ethics.</p> <p>The Provider will sign the Department's Confidentiality Statement and Ethics Agreement.</p>
<p>4. Insurance.</p> <p>Current certificate of motor vehicle insurance.</p>
<p>5. Form.</p> <p>IRS W-9.</p>
<p>6. Supervision.</p> <p>Individuals providing supervision must be, at a minimum, a master's prepared clinician with experience in</p>

child and adolescent behavioral health. Written documentation of supervisory arrangements, supervisor's current resume, and a copy of supervisor's masters level degree is required.

All Therapeutic Support Staff will receive, at a minimum, 0.25 hour per month of individual face-to-face supervision per child or youth on their caseload taking into consideration the intensity of need of the child or youth involved.

The Provider shall maintain and ensure that the assigned supervisor maintains a reasonable supervisor-to-staff ratio consistent with the needs and issues of the staff and the clients that they are serving and that does not exceed the number of staff and clients beyond the assigned supervisor's ability to supervise, oversee and manage effectively.

All written documentation of supervisory notes including performance feedback and supervisor's qualification and requirements will be reviewed during on-site quality reviews.

Supervision costs are billable when the Provider's credentialed supervisor, a master's prepared clinician, provides the supervision. Reimbursement is for supervisor time only – there is no reimbursement for the supervisor and staff member at the same time. The hourly rate may not exceed the Department Discretionary Services Fee Schedule.

7. Background Checks.

The Provider will maintain written documentation confirming that background checks, including the Department's Child Abuse and Neglect Registry, criminal history, and sex offender registry have been completed for all staff providing direct service as well as all key personnel. Any background checks will be dated not longer than six months prior to the date of this application. The Department's Child Abuse and Neglect Registry background checks must be completed by authorized personnel at the Department's Hotline; criminal background checks must be completed by the State of Connecticut Department of Public Safety. The Provider must submit official results of all background checks to the contracted credentialing agent of the department as part of the credentialing application.

8. Training/Staff Development.

All staff persons providing Therapeutic Support Staff services must have training in basic First Aid and CPR and maintain valid American Red Cross or American Heart Association First Aid and CPR certificates.

The Provider is required to participate and have orientation and in-service training for all staff providing services to children and 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..

The training needs of all staff will be assessed routinely. Staff will receive training appropriate to their positions and responsibilities to enhance their work with children and youth in ways that promote positive development. Training topics may include Ansell-Casey Life Skills, Ohio Scales, working with children and youth who have experienced trauma, cultural sensitivity/diversity, and child and adolescent development.

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.

This service is intended to be 1:1 unsupervised time with child or youth in natural settings with exceptions to accommodate special events. Under all circumstances, the Provider shall maintain and ensure that staff maintains proper supervision, oversight and management to assure child or youth's safety and well-being.

The Provider shall maintain and ensure that Therapeutic Support Staff maintains a reasonable caseload of children or youth at any one time that is consistent with the needs and issues of the children and youth served and that the total number does not exceed staff's ability to provide effectively the services outlined below in subsection D.1 "Services Provided." It is expected that caseload size will vary according to the intensity of need of the children and youth involved. This provision also applies to special events.

10. Quality Assurance/Improvement.

The Provider will have a quality assurance/improvement system to monitor and enhance its business practices, organizational structure, oversight and supervision, staff and system performance, and service delivery and provision.

If payments to the Provider exceed \$300,000.00 in any calendar or fiscal year, the Provider shall provide for 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. This review will assist the Provider in determining areas of strength, areas that may need support and modification, to enhance outcomes for children and youth. Program Improvement Plans or conditions designed to improve performance may be developed based on the results of the review. The Provider must maintain documentation of the implementation of the Program Improvement Plan or fulfillment of the conditions designed to improve performance. The Department will review the improvement plan and any relevant documentation during on-site quality reviews.

D. Service Profile

1. Services Provided

The Provider will provide the following services:

- Constructive time spent with each child or youth focused on the development and practice of social and life skills in multiple social situations and venues and geared toward the achievement of case plan objectives.
- Participate in treatment team meetings and the Department Administrative Case Review meetings.
- Communicate, support and reinforce treatment goals.

- Assist each child or youth to develop skills that support good decision-making, pro-social choices, the refinement of social and life skills that foster independence and solidify acts and actions that replace problematic behaviors.
- Provide multiple social situations and venues for the child or youth to practice skills learned.
- Assess/evaluate mastery of skills and progress made toward treatment objectives and goals.
- Discharge planning thirty days before the authorization period ends so that a clinically-informed transition of the child or youth to less intensive services can occur, including establishing contact with identified professional services and natural and community supports in order to formalize the discharge/transition plan

2. Target Population

Eligible for this service are children and youth on or after their 5th birthday currently active with the Department, children and youth who have been identified with a Level III Serious Emotional Disturbance (SED) and who are actively receiving Care Coordination services, and children and youth who have been identified as at risk for detention. The child or youth may be residing with a biological, relative, foster, adoptive or other substitute caregiver family. The child or youth may also be residing in a Department-supervised independent living or transitional living arrangement. The Provider must be prepared to provide services to a variety of children and youth.

This service is not for children or youth residing in a congregate care setting. However, should a child or youth receiving this service enters a congregate care setting, services may continue through the pre-authorized period for:

- a. up to five (5) hours per month if deemed appropriate and approved by the Area Office; and
- b. beyond five (5) hours per month if tied directly to service provision during home visits and approved by the Area Office Behavioral Health Program Director on a case-by-case basis.

3. Access to Services

The Provider will 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 an initial meeting for the purposes of developing an individualized service plan within five business days of receiving an approved referral. The Provider must be prepared to provide Therapeutic Support Staff services at times other than during normal business hours.

4. Duration of Service

Therapeutic Support Staff is provided to each child or youth typically for an average of up to eight hours per week for up to six months. The Department, through the Area Office Gatekeeper, will approve the provision of Therapeutic Support Staff services and may approve either more than eight hours of service per week or an extension beyond 26 weeks based on treatment plan goals and objectives. For children or youth discharging from residential treatment/congregate care, the service is provided for up to two (2) visits for no more than one (1) hour per visit prior to discharge.

Additional Therapeutic Support Staff Services: The Department social worker or authorized designee may request additional hours or and extension of Therapeutic Support Staff services using the Payment Authorization request. The review and approval of the Area Office Behavioral Health Program Director is required. The Provider agrees that without this approval, no payment shall be made for additional hours or extensions of service. The Provider will not deliver additional hours or extensions of Therapeutic Support Staff services outside of the start and end dates on the Payment Authorization. Payment for additional hours or extensions of Therapeutic Support Staff services will not be made retroactively for services provided outside of the start and end dates on the Payment Authorization.

Billing for approved hours shall be sent directly to the Department Area Office social worker for payment processing. This billing information must also be included, each month, on the billing invoice sent to Child Welfare Accounting or other authorized payer.

5. Data and Reporting

The Provider will submit unduplicated, client-level data to the Department no later than the 10th of each month, or at another interval as dictated by the Department. The Provider will supply the following information for each child or youth receiving Therapeutic Support Staff services:

- Child or youth's name
- Date of the Department Area Office Gatekeeper referral to the Provider
- Date therapeutic support staff began and all subsequent dates and times of involvement with each child or youth
- Date Therapeutic Support Staff services ends
- Name of individual providing the Therapeutic Support

The Provider will submit a completed Individualized Service Plan to the Department social worker or designee within thirty days of the initial meeting for each child or youth receiving Therapeutic Support Staff services.

The Provider will submit, at a minimum, monthly Therapeutic Support Staff progress reports to the Department social worker or designee by the 10th of the month following the month of service.

The Provider will submit, written discharge summary/report at the end of the service, whether planned or precipitous, within thirty days of the discharge date.

E. Acceptance of Agreement

The Provider accepts and will comply with all the terms, provisions and conditions set forth in this agreement, including but not limited to, the services provided, duration of service, and data reporting. The Provider understands that failure to abide by any term, provision, 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