

Provider Agreement Number 3: Temporary Care Services

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 **Temporary Care Services** 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, 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 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

Temporary Care Services

Temporary Care Services provide a short-term break or intervention, separating the child or youth from caregivers for a few hours, or other relatively short periods, in order to assist family members with the practicalities of living and attending to the needs of all family members.

In order to emphasize consistency and relationship building, it is expected that the same staff person will provide this service continually throughout the course of care while the child or youth remains involved.

C. Credentialing Criteria

Temporary Care Services	
1. Site.	This service is provided in the home of the parent or caregiver. Must maintain a safe, child- and family-friendly site consistent with engaging all recipients of this service.
2. Qualifications.	<p>Must be a minimum of 21 years of age. Age must be verified by a birth certificate or current motor vehicle license.</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>
3. Ethics.	The Provider will sign the Department's Confidentiality Statement and Ethics Agreement.
4. General Experience.	Possess a level of experience consistent with the age and needs of the child or youth. A current resume or a Statement of Experience is required.
5. Form.	IRS W-9.
6. 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.
7. Training/Staff Development.	<p>The Provider is required to participate in and have orientation and in-service training for all staff providing services to children or youth that includes but is not limited to the following: confidentiality, HIPAA and mandated reporting. The Provider shall utilize only the trainers certified by the Department to conduct mandated reporter training.</p> <p>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 families and to relate to child or youth in ways that promote positive development. Training may include cultural sensitivity/diversity, working with children and youth who have experienced trauma, and child and adolescent development.</p> <p>Training documentation including training assessments and plans, training curricula, attendance sheets,</p>

and evaluation forms will be reviewed during on-site quality reviews.

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

8. Staff/Client Ratio.

The Provider shall maintain and ensure that staff maintains an appropriate staff-to-client ratio that is consistent with the needs and issues of clients and that does not exceed the number of clients beyond staff's ability to supervise, oversee and manage effectively. It is expected that the number of clients will vary according to the intensity of need of the children or youth involved.

Under all circumstances, the Provider shall maintain and ensure that staff maintains proper supervision, oversight and management to assure child's or youth's safety and well-being

9. 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 that will assist the Provider in determining areas of strength and areas that may need support and modification to enhance outcomes for 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 that it is implementing any Program Improvement Plan or fulfilling the conditions designed to improve performance. The Provider must maintain documentation of the implementation of the Program Improvement Plan or the 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 may utilize a variety of methods to provide temporary care including structured activities that will meet the child's or youth's basic health, nutritional, daily living and treatment needs. Services are approved by the parent, legal guardian or caregiver. The parent, legal guardian or caregiver will be responsible to provide the temporary care provider with all appropriate child- or youth-specific information necessary to assure responsible, safe care.

2. Target Population

Children and youth ages birth to 21 years currently active with the Department and who have been identified with a Level III Serious Emotional Disturbance (SED) and are actively receiving Care Coordination services; and children and youth who have been identified as at risk for detention. The children and youth may be residing with a biological, relative, foster, adoptive or other caregiver family. The Provider must be prepared to provide services to a variety of children and youth.

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 referred family/caregiver and will schedule an initial meeting for the purpose of developing an individual temporary care plan within five business days of receiving an approved referral. Temporary Care Services may be initiated at any time following that meeting. The Provider must be prepared to provide Temporary Care Services at times other than during normal business hours.

4. Duration of Service

Temporary Care Services are short-termed and can be provided from one to a few hours or other short period. Services will not be provided overnight. Services may be provided on a regular basis after school or during evening hours. The Department, through the Area Office Gatekeeper, will approve the provision of Temporary Care Services for a total of 45 hours or 90 days, whichever comes first.

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 following information will be provided for each child or youth receiving Temporary Care Services:

- Child or youth's name
- Date of the Department Area Office Gatekeeper referral to the Provider
- Date of Provider initial meeting with the family/caregiver
- Date service began
- Name of individual providing temporary care services
- Dates of service and actual weekly hours of usage and services provided.
- Date service ends

The Provider will submit to the Department social worker or authorized designee a 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 and duration of service. The Provider understands that not abiding with any term, provision, or condition set forth may result in the Department taking corrective action including termination of 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