Transportation Provider Meeting 12/7/17 Welcome: Judi Jordan

Transportation Provider Agreement

Overview of Updated Language

New Language:

Connecticut False Claims Act ("CT FCA"). All providers must follow the "CT FCA" - Connecticut General Statutes Chapter 55e-Section §4-274 through §4-289. The C.G.S section §4-275 False claims and other prohibit acts regarding state-administered health or human services program refers to individuals who present a false or fraudulent claim for payment or approval (e.g. double billing; billing for services not being provided; billing for excessive or unnecessary services, etc.). Note: Definition C.G.S. §4-274(1) - An act is also done "knowingly" if the Individual: a) Acts is deliberate ignorance of the truth or falsity of information or; b) Acts in reckless disregard to the truth or falsity, regardless of whether the person intends to defraud. Any person who violates this provision shall be liable to the state. The Attorney General may investigate any violation of the C.G.S. Section §4-275 (a).

What To Look For - Potential CT False Claims Act Violations

- 1. Double billing.
- When a provider provides only one service, but bills twice for that same service.
- 2. Billing for services not being provided.
- Besides the obvious, reds flags can include: (a) billing 1 hour each way for a 15 minute each way transport. (b) billing for an absent client.
- 3. False information (or omitted information) on a provider application, contract, grant, or any other document that would allow an individual to receive money / property from a state program.
- 4. False credentials/billing for services rendered by unlicensed individuals.
- Example: Allowing an unlicensed person to provide counseling services, and then seeks payment that would have been allowed if the therapist had performed the counseling.

What To Look For - Potential CT False Claims Act Violations

- 5. Up coding.
- A provider submits payment for a service that overstates the service preformed.
- Example: A counselor seeks payment for a detailed and comprehensive session when, in reality, brief (and less expensive) session was actually performed.
- 6. Unbundling.
- Billing separate services—which are usually billed together—in order to increase the total payment to the provider.
- Example: A lab performs 3 tests that are supposed to be "bundled" (billed together) for a total of \$75, but instead seeks payment for each of the tests separately, for a total of \$100.
- 7. Billing for excessive and/or unnecessary services

Updated Language: Payment of Services

All requests for services must be approved by Area Office management before services start.

The GPS/Fleet Tracking data report must be available upon request.

New Language: Payment of Services

- Unique Invoice number and the date submitted;
- The company name, address, phone number and email contact;
- The family case name, DCF case ID number, the child name and child ID number;
- DCF Social Worker name, phone number and the Area Office;
- Individual providing the service, the service date, address start of service/address end of service, mileage, hours of service, rate of service and total cost per trip.

New Language: Safety and Security

The Provider will immediately notify the Careline of any incidents that may impact the safety and well-being of the child and/or youth and other parties involved.

Removed: 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.

If the provider has an employee that is identified in a CPS report as the perpetrator of abuse or neglect, the provider will cooperate with the Department throughout the investigation.

New Language: Re-Credentialing

All required re-credentialing documents must be submitted to the Credentialing Contracted Agent before the day the current approval expires. The Contract Agent will send a Termination Notice if the Provider fails to comply with this regulation. The Provider is eligible to apply for recredentialing after six (six) month from the day the Termination Notice was sent. The Provider is not allowed to provide credentialed services during these 6 months or at any time when the Provider is not credentialed.

New Language:

Continuation of Provider Services After Termination of

Agreement: Individuals or organizations or DCF may terminate a Provider Agreement, with written notice, according to the terms of the Agreement and DCF Policy 31-12-12.3. The notice of de-credentialing and termination of a Provider Agreement shall include a time frame determined by DCF for the transition of clients to other providers unless there are safety concerns that require an immediate transition. DCF reserves the right to change the time frame and effective date of termination, if circumstances warrant.

Updated Language: Background Checks

Following language was removed:

If background checks are completed by DMV as a requirement for a particular endorsement that background check will be acceptable.

New Language: Training/ Staff Development

Completion of Mandated Reporting training is mandatory prior to being approved for credentialing.

The Provider shall only utilize trainers certified by the Department to conduct mandated reporter training to community providers or complete the Connecticut Mandated Reporter Training for Community Providers course on line at:

http://www.proprofs.com/training/course
/?title=connecticut-mandated-reportertraining-community-providers

Questions?