|  |  |
| --- | --- |
|  |   **Original Contract** #:   **Amendment** #: **Max. Contract: $**  **Contract Contact Person:**  **Contact Telephone:**  **Contact Email:**   |

**STATE OF CONNECTICUT**

**PURCHASE OF SERVICE CONTRACT**

**(“POS”, “Contract” and/or “contract”)**

**Effective July 1, 2019 revised October 19, 2018**

|  |  |
| --- | --- |
| **The State of Connecticut**  | Department of Developmental Services  |
| **Street:** | 460 Capitol Avenue |
| **City:** | Hartford | **State:** | CT | **Zip:** | 06106 |
| **Tel#:** | (860) 418-6149 | **(“Agency” and/or “Department”), hereby enters into a Contract with:** |
| **Contractor’s Name:** |   |
| **Street:** |   |
| **City:** |   | **State:** |   | **Zip:** |   |
| **Tel#:** |   | **FEIN/SS#:** |   |

**(“Contractor”), for the provision of services outlined in Part I. The Agency and the Contractor shall collectively be referred to as “Parties”. The Contractor shall comply with the terms and conditions set forth in this Contract as follows:**

|  |  |
| --- | --- |
| **Contract Term / Effective Date** | This Contract is in effect from 07 / 01 / 2021 through 06 / 30 / 2024 . |
| **Statutory Authority** | The Agency is authorized to enter into this Contract pursuant to § CGS sec.4-8, 17a-210 and 17a-226 through 17a-229 of the Connecticut General Statutes (“C.G.S.”). |
| **Set-Aside Status** | Contractor [ ]  IS or [x]  IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.  |
| **Contract Amendment** | The parties, by mutual agreement, may amend Part I of this contract only by means of a written instrument signed by the Agency and the Contractor, and, if required, approved by the Office of the Connecticut Attorney General. Part II of this Contract may be amended only in consultation with, and with the approval of, the Office of the Connecticut Attorney General and the State of Connecticut, Office of Policy and Management (“OPM”) in accordance with the section in this Contract concerning Contract Amendments. |

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (collectively called “Notices”) shall be deemed to have been effected at such time as the Notice is hand-delivered, placed in the U.S. mail, first class and postage prepaid, return receipt requested, sent by email, or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| If to the Agency: | State of Connecticut, ("The State of Connecticut" address above) Attention: David David | If to the Contractor: |    Attention:  |

A party may modify the addressee or address for Notices by providing fourteen (14) days prior written Notice to the other party. No formal amendment is required.

**DDS FY2022-2025 POS Contract Boilerplate**

This PDF document contains the fiscal years 2022-2025 POS Contract boilerplate.

This PDF has 4 pages that must be removed, and replaced with the following PDF files that were uploaded to CORE CT:

1. Cover Page PDF (page 1)

2. Signature Page PDF (page 34)

3. Budget Summary Page PDF (page 35), and

4. Attachment B (Page 36)

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**PART I. SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS, PROGRAM-SPECIFIC AND AGENCY-SPECIFIC SECTIONS**

The Contractor shall provide the following specific services for the Residential and Day program(s) and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including, but not limited to, the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment, and budget. No sections in this Part I shall be interpreted to negate, supersede, or contradict any section of Part II. In the event of any such inconsistency between Part I and Part II, the sections of Part II shall control.

**A. DESCRIPTION OF PROGRAMS**

**1. Glossary of Terms**

1. **Active Treatment** –Refers to aggressive, consistent implementation of a Participant’s program of specializedand generic training, treatment, and health services.
2. **Adult Companion**–A person who provides non-medical care, supervision, and socialization services to an adult Participant. Services may include assistance with meals and basic activities of daily living and/or completion of light housekeeping tasks, which are incidental to the supports and supervision of the Participant. This service is provided to carry out personal outcomes identified in the Individual Plan.
3. **Agreed Upon Procedures -** Specific tests and procedures identified by the Department of Developmental Services (also referred to as “DDS,” “Department,” or “Agency”), to be performed and reported on by a Certified Public Accountant. The Certified Public Accountant shall report on the selection and the results of the procedures performed, but shall not provide a formal opinion with conclusions drawn from the results of the procedures.
4. **Assistive Technology**- An item, piece of equipment, product system, or direct care supports provided electronically, whether acquired commercially, or modified, or customized, that is used to increase, maintain, or improve independence and functional capabilities of Participants.
5. **Behavioral Support Plan** – A plan that includes intervention techniques as well as teaching strategies for increasing new adaptive positive behaviors and decreasing challenging behaviors within the Participant’s natural environment.
6. **Case Manager** – DDS employee who is assigned primary responsibility for a Participant. The case manager serves as the primary contact with the Participant or his/her family/legal representative on his/her behalf.
7. **Clinical Behavioral Support** – Clinical and therapeutic services which are not covered by the Medicaid State Plan and are necessary to improve the Participant’s independence and inclusion in his/her community. Professional clinical services include:
	1. Assessing and evaluating the behavioral and clinical need(s) of the Participant;
	2. Developing a Behavioral Support Plan;
	3. Providing training to the Participant’s family and the support providers to implement the Behavioral Support Plan and complete associated documentation;
	4. Evaluating the effectiveness of the Behavioral Support Plan by monitoring the Participant’s behavioral data on a monthly basis and by meeting with the interdisciplinary team initially one month after the implementation of the behavior support plan and subsequently in three month intervals; and
	5. Providing availability to the Planning Support Team (“PST”) for questions and consultation if changes to the Behavior Support Plan are necessary.
8. **Clinical Response Team (CRT)** – A Clinical Team contracted through a private provider to work with an identified individual for a period not to exceed 90 days, unless otherwise agreed upon. Services include clinical behavioral support and training and support to direct care staff.
9. **Community Companion Home (CCH)** –CCH is a private home licensed by DDS to provide Participants with residential supports in a family setting.
10. **Community Companion Home Coordinator –** The supervisory person in the DDS Regional Division who is responsible for overseeing all private and publicly operated CCHs.
11. **Connecticut Medical Assistance Program-** Any and all of the health benefit programs administered by the State of Connecticut Department of Social Services. The State of Connecticut bills Medicaid services provided to individuals with intellectual disabilities through the Connecticut Medical Assistance Program.
12. **Continuous Quality Improvement Plan** – A plan that identifies the strengths and weaknesses of the Contractor, identifies areas needing improvement, and establishes goals for a number of priority areas.
13. **Contract Service Authorization** **(CSA)** – Authorization for the Contractor to provide supports and services to Participants. A CSA identifies the Participant, the effective date, the type of supports and services to be provided, rate, and the amount of support and service units DDS has authorized the Contractor to provide.
14. **Cultural Competency** – DDS services and supports that integrate ethnic, racial, religious, and national backgrounds of the Participant and his/her family in the management and direction of the program.
15. **Culturally Diverse** – The multitude of ethnic, racial, sexual orientation/gender identity, religious, and national backgrounds of the Participants and their families supported by DDS.
16. **DDS Policy and Procedures -** DDS policy and procedures are available for view by clicking this link to the DDS Manual on the DDS website: <https://portal.ct.gov/DDS/PoliciesProcedures/DDS-Manual/DDS-Manual>.
17. **Eight Month Expense Report** – A summary budget and expense form that details expenses for the period of July 1st through and including February 28th/29th for each fiscal year of the contract.
18. **Healthcare Coordination** – Assessment, education, and assistance provided by a registered nurse to those Participants with identified health risks living in their own homes with less than 24 hour supports who, as a result of their intellectual disability, have limited ability to identify changes in their health status or to manage their complex medical conditions.
19. **HUD –** United States Department of Housing and Urban Development.
20. **Human Rights Committee (HRC)** – A group of people who are not employees of DDS who provide monitoring to ensure the protection of legal and human rights of people with intellectual disabilities. Membership may include a physician, a lawyer, a parent, staff member(s) of contracted agencies, and other volunteers. A DDS employee shall act as a liaison between the HRC and the region or training school. The HRC shall act as an advisory group to the region or training school director.
21. **Individual Plan (IP) –** Acomprehensive plan that includes a Participant’s current life situation, future vision, an assessment and analysis of the Participant’s abilities, preferences, and support needs, identification of desired outcomes, the development of strategies and action plans to address needs, personal goals, and desired outcomes, identification of supports and services to be provided, and an evaluation of the Participant’s progress on an on-going basis to ensure that the Participant’s needs and desired outcomes are being met.
22. **Individualized Home Supports** – Assistance with the acquisition, improvement, and/or retention of skills and the provision of necessary support(s) to achieve personal habilitative outcomes that enhance a Participant’s ability to live in their community as specified in the individual plan. This service includes a combination of habilitative and personal support activities as they would naturally occur during the course of a day. This service is not available for use in licensed settings.
23. **Planning and Support Team (PST)** – A group of persons which includes the Participant being supported, his or her family/legal representative or advocate, and those persons who work most directly with the Participant in each of the professions, disciplines, or service areas that provide support to the Participant, including direct care staff and any other persons whose participation is relevant to identifying the needs of the Participant, devising ways to meet them, writing an IP for the Participant, and reviewing its effectiveness.
24. **Intermediate Care Facilities (ICF)** – A health care facility that typically provides less intensive care than that offered at a hospital or skilled nursing facility for Participants who have an intellectual disability or who are elderly, or non-acutely ill.
25. **Medicaid State Plan -** The Medicaid State Plan is the officially recognized document describing the nature and scope of the State of Connecticut Medicaid program. As required under Section 1902 of the Social Security Act, the plan was developed by the state and approved by the U.S. Department of Health and Human Services. Essentially, the plan is the state's agreement that it will conform to the requirements of the Social Security Act and the U.S. Department of Health and Human Services.
26. **Mobile Work Crew** – A group of Participants who work together to provide a service in the community. This group travels to several worksites during the day and performs work in a variety of locations under the supervision of a permanent employment specialist (job coach/supervisor).
27. **Operational Plan (OP or OP Plan)** – A budget document prepared by the Contractor that details projected expenses for the upcoming fiscal year.
28. **Participant** – A person who has been authorized by DDS to receive services under this Contract. A Participant is also referred to as “Client” in Part II of this Contract.
29. **Personal Support** – The assistance necessary to meet the Participant’s day-to-day activities and daily living needs in order to provide the level of adequate support at home and in the community specified by the individual plan.
30. **Planning and Resource Allocation Team (PRAT)** – A regional team chaired by the DDS Planning, Resource Allocation Team (PRAT) Coordinator, and comprised of DDS representatives from Resource Management, Case Management Supervision, Business Office, Family Support, and Regional Administration. This team manages the process whereby DDS identifies available resources, identifies an individual Participant’s needs, assigns priority determination, implements DDS Planning and Resource Allocation policies and procedures, makes recommendations regarding applicants for the Home and Community Based Services (HCBS) waiver, processes allocation of resources, and makes referrals to available out-of-home residential group living settings and contractor-based day services.
31. **Procedure Codes** –A broad term used to identify systematic, numeric, or alphanumeric designations used by healthcare providers and medical suppliers to report professional services, procedures, and supplies.
32. **Program Review Committee (PRC) –** A group of professionals, including a psychiatrist, assembled to review a Participant’s behavior modifying plan(s) and behavior modifying medication(s) to ensure that they are clinically sound and rationale, are supported by proper documentation, and are being proposed for use in conformance with DDS policies. The PRC acts as an advisory group to the Regional or Training School Director.
33. **Qualified Provider** – A private organization, also referred to as the Contractor, that is qualified to provide supports to a Participant or group of Participants in a residential or day program who has/have applied for and been determined eligible for the programs and services of DDS, or who have been determined eligible by operation of law, and who is/are maintained as such in DDS’ individual data base.
34. **Quality Service Review (QSR)** – The Quality Service Review (QSR) is the department's quality review system that measures personal outcomes and provider support expectations across all service delivery settings. The QSR evaluates the quality of supports delivered by Qualified Providers and assesses the Participants’ satisfaction with services and supports. The QSR incorporates elements from pre-existing departmental quality assurance activities to address Centers for Medicare and Medicaid Services (CMS) quality system expectations. It consolidates quality management activities for the variety of services offered to participants into one review system. All vendors will have services reviewed using the same personal outcome measures, performance indicators, and methods and will be certified to deliver distinct services as part of the expanded quality oversight process. Provider service performance can be compared and the results used by individuals and their families to choose from the array of service providers throughout the state.
35. **Regional Resource Administrator** – The person supervising DDS’ Resource Managers in DDS’ Regional Resource Administration division.
36. **Remote Supports** - Supports provided by staff at a remote location who are engaged with the Participant through technology/devices that have the capability for live two-way communication. Equipment used to meet this requirement must include one or more of the following systems: motion sensing system, radio frequency identification, live video feed, live audio feed, GPS tracking, web-based monitoring system, or a device that otherwise meets the requirement for two-way communication, as approved by DDS. Participant interaction with the staff person may be scheduled, on-demand, or in response to an alert from a device in the remote support equipment system.
37. **Rent Subsidy –** Financial assistance to meet the housing costs associated with the rental of a community-based residence. Financial assistance is provided in accordance with DDS’ Community Based Housing Subsidy Program Procedure, I.C.PR.002, for those costs normally associated with the acquisition, retention, use, and occupancy of a community based residence, including, but not limited to:
	1. rent or other periodic payments for use and occupancy;
	2. security deposits;
	3. utilities;
	4. insurance; and/or
	5. costs related to “routine” maintenance and repair.
38. **Resource Administration** – The division of DDS that has administrative oversight responsibilities for Contractors. The division’s responsibilities include managing CSAs and related budgets, as well as ensuring quality services and contract compliance.
39. **Resource Manager** – A staff member in DDS’ Resource Administration unit who provides contract administration for assigned Contractors.
40. **Respite Services** –Services provided to Participants unable to care for themselves; furnished on a short-term basis because of the absence or need for relief of those persons normally providing the care. This service may be self-directed.
41. **Self -Determination** – An approach to service delivery in which Participants determine their future, design their own support plans, choose the assistance they need to live full lives, and control a personal budget for their supports. The self-determination approach is also known as “Individual Supports,” “self-directed supports,” or “consumer-directed supports.” Self-directed supports are designed to meet the needs of the Participant and enhance consumer empowerment, personal development, and control in choosing life decisions. Self-directed supports are provided in the Participant’s own home, family home, or other home in the community.
42. **Shared Living**- A residential option in which the contractor facilitates the relationship between the Participant and a family member, or between the Participant and an individual that choose to live together. Shared Living is an individually tailored supportive service that includes supports such as: adaptive skill development, assistance with activities of daily living (ADLs) and instrumental activities of daily living (IADLs), assistance with connecting the shared living members with local resources, such as adult educational opportunities, social and leisure skill programs, and protective oversight and supervision resources.
43. **Special Identification Code (SID)** – A numbering system used to uniquely define appropriation budgets by tying an accounting transaction back to the appropriations act passed by the State Legislature via a combination of other fields. The SID also defines the source and use of funding in non-appropriated funds. It is a required field on all expenditure and revenue transactions.
44. **Transition Facility:** A short-term (defined as less than 120 days) stabilization care facility for children, ages 9 to 17, with intellectual disabilities who are at risk of hospitalization, or are transitioning out of a hospitalization due to significant behavioral health concerns.
45. **Transportation** – Transport service offered to enable Participants to gain access to community services, activities, and resources specified by the individual Participant’s plan.
46. **Wrap around Day program** – A program in which day supports are provided in the Participant’s home by a qualified provider of residential supports.
47. **DDS/DSS Vacating Committee –** A group of DDS/DSS (Connecticut Department of Social Services) staff assembled to review, and approve in advance, the vacating of any qualified provider home, licensed as a community living arrangement, in order to relocate the Participants receiving residential supports.
48. **Virtual Supports** – Also known as Electronic Face to Face supports. Direct supports provided virtually through assistive technology in which the staff and the participant can visually see each other on a screen for non-critical daily living activities.

**2. Residential Services.**

The Contractor shall provide the following services, where authorized by the Participant's CSA:

**(a) Community Living Arrangements** (CLAs) - Supervised homes in the community that are licensed by DDS to provide Participants with residential supports. A CLA provides Participants assistance with the acquisition, retention, or improvement of skills related to activities of daily living, such as personal grooming and cleanliness, bed making and household chores, eating and the preparation of food, and the social and adaptive skills necessary to enable the Participant to reside in a non-institutional setting. The CLA creates an environment that assists the Participants they serve to become contributing citizens in their community, including, but not limited to, as family members, friends, neighbors, students, employees, volunteers, members of civic and religious associations, voters, advocates, etc.  All of the supports provided to a Participant shall be done in partnership with families so that Participants are part of a strong team where they feel valued and supported from their earliest years throughout their lifetime.

**1) Under the CLA Program, the Contractor is responsible for the following:**

1. Assisting the Participants to live, learn, work, and enjoy life in their community in places where they can use their personal strengths, talents, and passions;
2. Assisting the Participants to develop safe, meaningful, and empowering relationships with community members other than service providers;
3. Assisting the Participants to develop skills and competencies through lifelong learning;
4. Adjusting the amount of support a Participant receives based on the Participant’s skills and independence;
5. Assisting the Participants to know their rights and responsibilities, make informed choices, take responsibility for their lives, and experience the dignity of risk;
6. Ensuring all Participants living in a provider-owned, or controlled residential setting have signed a lease, residency agreement, or other form of written agreement that provides protections, addresses the eviction process and the eviction appeal process by March 17, 2023. Assisting the Participant with comparing the provisions of the lease, residency agreement, or other written agreement to the provisions of the Connecticut Rights and Responsibilities of Landlords and Tenants statute (Conn. Gen. Stat. §§ 47a-1 et seq.) by March 17, 2023;
7. Assisting the Participants to earn money and pursue opportunities to live the life they choose;
8. Assisting Participants in maintaining a clean, safe, orderly, well-maintained, furnished, personalized home that blends well with other homes in the neighborhood. The home shall reflect the Participant’s preferences and cultural background;
9. Assisting Participants in maintaining a home that is well-supplied with food, cleaning supplies, and personal hygiene items;
10. Assisting Participants in maintaining a home in which interpersonal interactions are pleasant and respectful;
11. Maintaining a staff level that is adequate to ensure safety, active programming, and competency in communicating with the people living in the home;
12. Assisting Participants in maintaining a home that strongly promotes independence and incidental learning opportunities for the Participant(s);
13. Providing supports to Participants that allow them to be clean, well-dressed, well-groomed and live a healthy lifestyle;

N. Attending IP meetings and actively participating in the IP planning process per DDS policy PR.002.b [Planning and Support](https://portal.ct.gov/-/media/DDS/DDS_Manual/IC1/IC1PR002bPlanningandSupportTeamrevised.pdf) Team, completing all DDS required reports and assessments on a timely basis, maintaining documentation of the daily service to the Participant, and maintaining documentation related to the implementation of the outcomes, goals, and objectives as specified in the Participant’s IP. Failure to demonstrate proper documentation, as determined by DDS, will result in a denial of reimbursement for the identified dates;

1. Ensuring Participants apply for, and retain, federal and state benefits in order to maintain Medicaid eligibility;
2. Maintaining communications with family members, or legal representative, if appropriate;
3. Maintaining each Participant’s personal funds in accordance with generally accepted accounting principles and in adherence with DDS Policy, and maintaining all documentation regarding same;
4. Providing Participants with the opportunity to participate in individualized and group activities in the community;
5. Submitting a Residential Notice of Opportunity form to the Resource Managers within ten (10) business days of a vacancy occurring;
6. Adhering to all DDS policies, procedures, and directives relating to the IP, health and safety, and any other applicable policies, procedures, and directives;
7. Providing immediate notification of a Participant’s hospitalization, inpatient or outpatient, or nursing home admission to the Regional Resource Administrator prior to the end of the staff person’s scheduled shift during which the incident occurred or was discovered per DDS policy I.D.PR.009; and
8. Communicating to DDS any and all immediate threats to public safety or the supported Participant.

 **(b) Continuous Residential Supports (CRS) -** CRS is a non-licensed supervised home setting limited to a maximum of three Participants, other than a family home. A CRS assists with the acquisition, improvement, and/or retention of skills and provides the necessary support to achieve personal outcomes that enhances a Participant’s ability to live in their community as specified in the IP. The CRS creates an environment that assists Participants to become contributing members of their community, including, but not limited to, as family members, friends, neighbors, students, employees, volunteers, members of civic and religious associations, voters, advocates, etc.  All of the supports provided to a Participant shall be done in partnership with families/legal representatives so that Participants are part of a strong team where they feel valued and supported from their earliest years throughout their lifetime.

**1) Operational Guidelines. The Contractor shall comply with the following requirements:**

A. The Participant will hold the lease (if any) to their home.

B. Paid staff supports shall not supplant non-paid supports provided by family, friends, and the community.

C. Participants shall have a choice regarding who they live and where they live, within reasonable socio-economic limits, as determined by DDS budget and HUD guidelines.

**2) Contractor’s Responsibilities. Under the CRS Program, the Contractor is responsible for the following:**

1. Maintaining readily available third shift staff awake or asleep;
2. Ensuring all Participants living in a provider-owned, or controlled residential setting have signed a lease, residency agreement, or other form of written agreement that provides protections, addresses the eviction process and the eviction appeal process by March 17, 2023. Assisting the Participant with comparing the provisions of the lease, residency agreement, or other written agreement to the provisions of the Connecticut Rights and Responsibilities of Landlords and Tenants statute (Conn. Gen. Stat. §§ 47a-1 et seq.) by March 17, 2023;
3. Maintaining supports available throughout non-work hours. Some time alone, as requested by the individual, shall be allowed upon approval by the Participant’s team;
4. Developing and implementing provisions for instruction and training in one or more need areas to enhance the Participant’s ability to access and use the community;
5. Implementing strategies to address behavioral, medical, or other needs identified in the IP;
6. Implementing all therapeutic recommendations, including Speech, Occupational Therapy, Physical Therapy, and assisting in following special diets and other therapeutic routines;
7. Providing mobility training or travel training;
8. Providing adaptive communication training;
9. Providing training or practice in basic consumer skills, such as shopping or banking;
10. Assisting the Participant with personal care activities as needed**;**
11. Encouraging and enabling Participants to express themselves regarding the supports they receive;
12. Adhering to all DDS policies, procedures, and directives relating to the IP, health and safety, and any other applicable policies, procedures and directives.;
13. Assisting Participants in obtaining the best possible health and access to health care services;
14. Maintaining a flexible approach to supports based on individualized needs;
15. Ensuring Participants apply for, and retain, federal and state benefits to maintain Medicaid eligibility;
16. Maintaining each Participant’s personal funds in accordance with generally accepted accounting principles and in adherence with DDS Policy, and maintaining all documentation regarding same;
17. Assisting Participants with transportation in order to access community services;
18. Maintaining an arm’s length relationship between other contracting parties, including, but not limited to, real estate procurement, except where prior authorization of DDS’ Commissioner, or designee, is secured in advance;
19. Providing the following services in relation to housing:
	* 1. Assisting Participants to locate and move into his or her own home;
		2. Completing property inspections in accordance with DDS guidelines;
		3. Providing evidence of comparable properties, if required;
		4. Processing DDS Rent Subsidy applications and monthly submission of income verification, if necessary;
		5. Ensuring the Contractor and its employees will not have ownership, or any financial interest, in the Participant’s home without prior written authorization of DDS’ Commissioner, or designee.
		6. Applying for HUD rent subsidies on a regular basis to replace DDS rent subsidies and other benefits to which the Participant may be entitled.
20. Investigating and securing third-party funding and/or other types of supports, where and when appropriate and possible;
21. Attending IP meetings and actively participating in the IP planning process per DDS procedure I.C.1.PR.002.b, completing all DDS required reports and assessments on a timely basis, maintaining documentation of the daily service to the Participant, and maintaining documentation related to the implementation of the outcomes, goals, and objectives as specified in the Participant’s IP. Failure to demonstrate proper documentation, as determined by DDS, will result in a denial of reimbursement for the identified dates. Completing, or assisting the Participants to obtain, any assessments, evaluations, or reports for which they are responsible and submitting them to the case manager at least 14 days before the IP meeting;
22. Developing and implementing specific plans, as identified in the Participant’s IP, including teaching strategies, programs, guidelines, and protocols;
23. Submitting written reviews on progress made on assigned goals to the case manager prior to the annual IP meeting, and six months after the IP, on forms issued by DDS;
24. Maintaining documentation of the daily services to the Participant and maintaining documentation related to the implementation of the outcomes, goals, and objectives as specified in the Participant’s IP. Failure to demonstrate proper documentation, as determined by DDS, will result in a denial of reimbursement for the identified dates;
25. Communicating to DDS any and all immediate threats to public safety, or the supported Participant;
26. Submitting the following information to the Region by the 10th day of each month to comply with rent subsidy verification and to receive timely payments:
	* 1. Verification of wages (copies of pay stubs);
		2. Copies of all entitlement checks from the United States Department of Social Security Administration and the Connecticut Department of Social Services;
		3. Utility verification (copies of utility bills); and
		4. Other costs (insurance payments, policies).
27. Developing and implementing a means for accessing assistance at all times for each Participant, including the ability to access assistance under all conditions, especially emergency situations. The Contractor must ensure that a timely response can be made to a Participant’s request for assistance under all conditions;
28. Evaluating, assessing, developing, and providing the supports on the anticipated or stated need of each individual Participant accepted into the Contractor’s program. The Contractor shall meet each Participant and review the current IP and all available assessments. The Contractor shall also participate in all transitional activities as required by DDS to facilitate a successful move; and
29. Providing immediate notification of a Participant’s hospitalization, inpatient or outpatient, or nursing home admission to the Regional Resource Administrator prior to the end of the staff person’s scheduled shift during which the incident occurred or was discovered per DDS procedure I.D.PR.009.

**3) DDS’ Responsibilities. DDS shall:**

A. Identify CRS Participants for the Contractor;

B. Provide DDS housing subsidies depending on appropriateness and availability of funds;

C. Make housing approval determinations;

D. Arrange for property inspections;

E. Verify computed amount of rent subsidy to be received, if applicable; and

F. Provide technical assistance to the Contractor as determined necessary by DDS.

**(c) Community Companion Home Support Services (CCH) -** CCH is licensed by the DDS to provide Participants with residential supports in a family setting. A CCH family provider provides Participants assistance with the acquisition, retention, or improvement of skills related to activities of daily living and the social and adaptive skills that are necessary to enable the Participant to reside as a member of a household and the community, in a non-institutional setting, in accordance with the DDS’ mission statement.

**1) Contractor’s Responsibilities. Under the CCH Program, the Contractor is responsible for the following:**

A.Advertising, recruiting, developing, and maintaining a license for Community Companion Home providers, as directed by the Region;

B. Conducting initial training for all new applicants and providing supports in a CCH setting prior to initial DDS licensing;

C. Ensuring staff attend training as needed for annual relicensing and as needed to meet Participant’s needs;

D. Attending and participating in transition meetings and transition activities;

E. Assisting Participants with applying for, and retaining, federal and state benefits to maintain Medicaid eligibility;

F. Ensuring the Participants’ belongings are moved upon admission or discharge to CCH, as directed by DDS’ CCH Manager;

G. Ensuring all documentation regarding the Participants, such as medical and financial records, are moved upon admission, or discharge, to CCH, as directed by DDS’ CCH Manager;

H. Coordinating transportation in cooperation with, and as directed by, DDS and CCH family provider;

I. Attending and participating in the IP planning process and quarterly meetings;

J. Providing DDS’ Case Manager with a report on each placed Participant in advance of each review meeting or IP; the report shall outline the progress of goals and the issues needing the review and attention of the Participant’s team;

K. Assisting the CCH family provider with the development and implementation of specific service plans;

L. Attending PRC and HRC meetings, as necessary. The Contractor shall prepare and submit to DDS the identified DDS forms and documentation regarding a Participant’s behavior treatment plan and behavior modifying medications within the established timelines identified by the PRC or HRC.

M. Providing Nurse Consulting and health care oversight services and periodic reviews of health needs as identified in the IP for each Participant through appropriately licensed personnel or entities. The Contractor is responsible for ensuring that all services are provided in accordance with DDS requirements;

N. Providing Behavioral Consulting services and periodic reviews of behavioral needs as identified in the IP for each Participant, as outlined in DDS procedure I.E PR.003.

O. Assisting CCH family providers with the completion of all initial CCH licensing and renewal requirements, including the submission of all annual renewal documents and the annual licensing inspection process;

P. Assisting the CCH family provider with the plans of correction to address licensing deficiencies and ensure implementation of the plan of correction; work collaboratively with DDS’ case manager and PST (Planning and Support Team) to implement the plans of correction;

Q. Ensuring that CCH homes maintain all required records pursuant to licensure regulation, or as may be reasonably required by DDS, including, but not limited to, a log of all personal incidents affecting the Participant, community activities of the Participant, all Participant absences from the CCH provider’s home for more than twenty-four (24) hours, and the reason for same, all medical and support services received by the Participant, and full accounting of all the funds held for, or on behalf of, the Participant;

R. Reporting attendance to DDS by the fifth day of each month for the previous calendar month for each CCH Participant via WebResDay;

S. Ensuring that all legal rights of the Participants are protected and safeguarded;

T. Ensuring alternative placement for the Participants in the event of an emergency, or if the current Community Companion Home is no longer an appropriate setting as determined by the Participant’s Team and DDS;

U. Providing and documenting monthly visits for each CCH family provider in accordance with the DDS’s requirements and expectations;

V. Ensuring completion of Incident Reports and notification to Case Managers for each incident involving a Participant;

W. Adhering to DDS’ Critical Incident reporting procedure as outlined in DDS Procedure I.D.PR.009, Section D.1;

X. Maintaining an internal Critical Incident reporting procedure and ensuring that all Critical Incidents are communicated as outlined within the procedure;

Y. Assisting and cooperating with abuse and neglect investigations, attending and participating in any administrative hearings, as well as following up on recommendations from investigations, special concerns, and protective service plans;

Z. Adhering to all provisions and requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and assisting each CCH family provider to do the same;

AA. Notifying DDS of any changes with the CCH family provider that could impact their licensing status (i.e. new occupants, health status, or arrest). The Contractor will complete a criminal record check for new occupants ages 18 years and older. The Contractor shall complete an addendum to the initial home study (includes Home Study link) for all new occupants in the CCH. The analysis must be timely and address the length of stay, employment, and other related information pertaining to the new occupant’s stay in the home and as well as provide substantive information so that DDS’ CCH manager can fully understand the occupant’s impact on the functioning of the home. These requirements do not apply to new occupants placed in the home by DDS or for respite care; and

BB. Providing a 30-day written notice in the event that a Participant can no longer by served by the Contractor. The Participant will continue to be supported by the agency until such time as a suitable alternate setting is identified and made available.

**2) DDS Responsibilities.**

A. Provide necessary case management services for each Participant in the program, as determined necessary by DDS.

B. Assist the Contractor, as DDS deems necessary, to identify an alternative residential setting if, for any reason, the Community Companion Home setting or model is no longer appropriate.

C. Provide consultation to the Contractor by DDS’ Quality and Systems Improvement Division, Licensing Division, and DDS’ CCH Managers in matters pertaining to the initial licensing and the continued operation of the CCH family providers they support.

D. Communicate ongoing expectations and changes regarding the Community Companion Program.

**(d) Individualized Home Supports (IHS) -** IHS assists Participants with the acquisition, improvement, and retention of skills and provides the necessary supports to achieve personal outcomes that enhance a Participant’s ability to live in his/her community as specified in the IP. IHS creates an environment that assists Participants to become contributing citizens in their community in a variety of roles, including, but not limited to, as family members, friends, neighbors, students, employees, volunteers, members of civic and religious associations, voters, advocates, etc.  All of the supports provided to a Participant should be done in partnership with a Participant’s family so that individuals are part of a strong team where they feel valued and supported from their earliest years throughout their lifetime.

**1) Operational Guidelines. Contractor providing IHS shall comply with the following requirements:**

A. The Participant will hold the lease (if any) to his/her home.

B. Paid staff supports shall not supplant non-paid supports provided by family, friends, and the community.

C. Assistive technology shall be discussed with the PST and utilized, whenever applicable, to enhance a Participant’s independence.

D. Participants shall have a choice regarding who they live and where they live within reasonable socio-economic limits, as determined by DDS’ budget and the HUD rental guidelines.

**2) Contractor’s Responsibilities. Under the IHS Program, the Contractor is responsible for the following:**

1. Providing instruction and training to Participants in one or more need areas to enhance the ability of Participants to access and use the community;
2. Implementing strategies to address behavioral, medical, or other needs identified in the IP;
3. Assisting the Participant to implement all therapeutic recommendations, including Speech, Occupational Therapy, Physical Therapy, and assisting in following special diets and other therapeutic routines;
4. Providing mobility training or travel training to Participants;
5. Providing adaptive communication training to Participants;
6. Providing Participants with training or practice in basic consumer skills such as shopping or banking;
7. Assisting the Participant with personal care activities as needed;
8. Encouraging and enabling Participants to communicate all concerns regarding the supports they receive;
9. Adhering to all DDS policies, procedures, and directives relating to the IP, health and safety, and any other applicable policies, procedures and directives. DDS policy and procedures are available to be viewed by clicking this link to the DDS Manual on the DDS website: https://portal.ct.gov/DDS/PoliciesProcedures/DDS-Manual/DDS-Manual;
10. Assisting Participants capable of competitive employment with job searches;
11. Assisting Participants in obtaining the best possible health and access to health care services;
12. Maintaining a flexible approach to supports based on individualized needs;
13. Ensuring Participants apply for, and retain, federal and state benefits to maintain Medicaid eligibility;
14. Assisting in maintaining documentation of each Participant’s personal funds;
15. Assisting Participants with transportation in order to access community services;
16. Maintaining an arm’s length relationship between other contracting parties, including but not limited to, real estate procurement, except where prior authorization of DDS’ Commissioner, or designee, is secured in advance;
17. Providing the following services in relation to housing:
	* 1. Assisting Participants to locate and move into his or her own home;
		2. Completing property inspections in accordance with DDS guidelines;
		3. Providing evidence of comparable properties, if required;
		4. Processing DDS Rent Subsidy applications and monthly submission of income verification, if necessary;
		5. Ensuring the Contractor and its employees will not have ownership, or any financial interest, in the Participant’s home, without prior written authorization of DDS’ Commissioner or designee; and
		6. Assisting the Participant to apply for HUD rent subsidies on a regular basis to replace DDS rent subsidies and other benefits for which the Participant may be entitled;
18. Investigating and securing third-party funding and other types of supports, where and when appropriate and possible;
19. Attending IP meetings and actively participating in the IP planning process per DDS policy PR.002.b Planning and Support Team, completing all DDS required reports and assessments on a timely basis, maintaining documentation of the daily service to the Participant, and maintaining documentation related to the implementation of the outcomes, goals, and objectives as specified in the Participant’s IP. Failure to demonstrate proper documentation, as determined by DDS, will result in a denial of reimbursement for the identified dates.
20. Providing information to the Case Manager, as needed and requested, to assist with the completion of the Connecticut DDS Level of Need Assessment and Screening Tool used to determine the Participant’s level of need that will eventually provide an equitable amount of funding for residential and day support services for all DDS Participants;
21. Completing, or assisting the Participants to complete, any assessments, evaluations, or reports for which they are responsible and submitting them to the Case Manager at least fourteen (14) days before the IP planning meeting per DDS procedure PR.002.a;
22. Developing and implementing specific plans as identified in the person’s IP, including teaching strategies, programs, guidelines, and protocols;
23. Submitting written reviews on progress made on assigned goals to the case manager prior to the annual meeting and six (6) months after the IP on forms issued by DDS;
24. Documenting supports provided to participants in the state sponsored Electronic Visit Verification system (EVV) for all units of service provided by staff, including the date of the service, and the start and end time of the service;
25. Maintaining documentation by the staff providing the service; Documentation shall include, at a minimum, a description of the activities related to outcomes/goals/objectives and the care or transportation provided to the Participant; Failure to demonstrate proper documentation shall result in a denial of reimbursement for the identified dates and/or hours of supports;
26. Communicating to DDS’ Case Manager and the Resource Administrator any and all immediate threats to public safety, or the supported Participant;
27. Submitting the following information to the Region by the tenth (10th) day of each month to comply with rent subsidy verification and to receive timely payments:
28. Verification of wages (copies of pay stubs);
29. Copies of entitlement checks from the United States Department of Social Security Administration and the Connecticut Department of Social Services;
30. Utility verification (copies of utility bills); and
31. Other costs (insurance payments, policies);
32. Developing and implementing a means for accessing assistance at all times for each Participant, including the ability to access assistance under all conditions, especially emergency situations. The Contractor shall ensure that a timely response can be made to a Participant’s request for assistance, under all conditions;
33. Evaluating, assessing, developing, and providing the supports based on the anticipated or stated need of each individual Participant accepted into the Contractor’s program. The Contractor shall meet with each Participant and review the current IP and all available assessments. The Contractor shall also participate in all transitional activities as required by DDS to facilitate a successful move; and
34. Providing immediate notification of Participant’s hospitalization, outpatient or inpatient, or nursing home admission to the Regional Resource Administrator.

**3. Day Services.**

**The Contractor shall provide the following services where authorized by the Participant's CSA:**

1. **Individual Supported Employment (ISE) -** Intensive, ongoing supports that enable Participants who, because of their disabilities, need supports to perform in a regular work setting. Without the supports, competitive employment at or above the minimum wage is unlikely.

**1)** The Contractor shall be responsible for the following, where applicable:

A. Assisting the Participant to locate a job or developing a job on behalf of the Participant in a variety of settings, particularly work sites where persons without disabilities are employed;

B. Providing services and supports that assist the Participant in achieving self-employment through the operation of a business;

C. Providing activities needed to sustain paid work by the Participant, including supervision and training;

D. Providing, or providing access to, job site training, transportation, family support, or any service necessary to achieve and maintain the supported employment placement throughout the term of the employment and in accordance with the CSA;

E. Providing supports that vary in the intensity of initial job development, intensive training, and decreasing periodic monitoring; and

F. Contacting the Participant a minimum of twice monthly at the work site to assess job stability, unless it is determined that off-site monitoring is more appropriate for a particular Participant.

**2) This service is not for use to provide ongoing long-term one-on-one (1:1) support to enable a Participant to complete work activities.**

**(b) Group Supported Employment (GSE) -** The Contractor shall provide supports to the Participants in a structured work environment. Group Supported employment includes assisting the Participant with assessments, career planning, locating a job, or developing a job on behalf of the Participant. Group Supported employment shall be conducted in a variety of settings, particularly work sites where persons without disabilities are employed. Group Supported Employment includes activities needed to obtain and sustain paid work by Participants, including career planning, assistive technology, job development, supervision, and training. The Participants may be dispersed throughout the worksite as follows:

1. **among workers without disabilities;**
2. **assembled as a group in one part of the worksite; or**
3. **part of a Mobile Work Crew.**
4. **Day Support Options (DSO) –** The Contractor shall provide supports to Participants that lead to the acquisition, improvement, and/or retention of skills and abilities to prepare a Participant for work and/or community participation, or support meaningful socialization, leisure, and retirement activities. Supports include the development, maintenance, or enhancement of independent functioning skills including, but not limited to, sensory-motor, cognition, personal grooming, hygiene, toileting, assistance in developing and maintaining friendships of choice, skills to use in daily interactions, the development of work skills, the opportunities to earn money, and the opportunities to participate in community activities.

1. **Pre-vocational Services** – The Contractor shall provide pre-vocational services and supports that will further habilitation of goals such as attendance, task completion, problem solving, interpersonal relations, and safety that help develop general, non-job-task-specific strengths and skills that contribute to employability, as outlined in the Participant’s person-centered services and supports plan. Pre-vocational services shall be designed to create a path to integrated community-based employment for which a Participant is compensated at, or above, the minimum wage, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by individuals without disabilities. The service also includes supporting general work activities, career assessment, and career planning. Services are not job-task oriented, but instead, are aimed at a generalized result. This service is time limited to three years but may be extended with prior approval from the Regional Director.
2. **Individualized Day Support** **(IDS)** – The Contractor shall provide Individualized Day support to a Participant tailored to his/her specific personal outcomes related to the acquisition, improvement, and/or retention of skills and abilities to prepare and support a Participant for work and/or community participation and/or meaningful retirement activities, or for a Participant who has their own business, and could not do so without this direct support. Individualized Day Supports are broken down into two categories, non-vocational (IDN), and Community-based (IDC). Non-vocational and Community-based individualized day supports cannot be provided in or from a facility-based day program. This service shall not be provided at the same time as GSE, DSO, SHE, Individual Supported Employment, Senior Supports, Transition Services, Respite, Personal Support, Adult Companion, or Individualized Home Supports.
3. **Adult Day Health Services** - The Contractor shall provide Adult Day Health supports through a community-based program designed to meet the needs of cognitively and physically impaired adult Participants through a structured, comprehensive program that provides a variety of health, social, and related support services, including, but not limited to, socialization, supervision and monitoring, personal care and nutrition in a protective setting during any part of a day. There are two different models of adult day health services, the social model and the medical model. The specific model shall be determined by the Participant’s Team and provided by the Contractor. Both models shall include the minimum requirements described in Section 17b‑342‑2 (b) (2) of DSS’ regulations. In order to qualify as a medical model, adult day health services shall also meet the requirements described in Section 17b-342-2(b) (3) of DSS’ regulations.
4. **Senior Supports** – The Contractor shall provide Senior supports based out of the Participant’s home for older Participants, or Participants who have needs that closely resemble those of an older person, who desire a lifestyle consistent with that of the community's population of similar age or circumstances. Senior Supports consist of a variety of activities that are designed to assist the Participant in maintaining skills and stimulating social interactions with others.
5. **Employment Transition Services** **–** The Contractor shall provide employment related supports that result in the Participant finding competitive, integrated employment in the community. This is a service that is time limited to three years and occurs primarily in the community. Supports include, but are not limited to, career exploration and discovery, job-seeking skills and strategies, community-based educational coursework, job shadowing, informational interviews, financial management, and health and fitness activities that help impact better employment outcomes.

**(i) Day Services Requirements**

1) Group Day programs, such as Day Support Options, Group Supported Employment, Prevocational Services, Transition Services, and Adult Day Health shall provide a minimum programming standard day of six (6) hours/day, five (5) days/week, excluding transportation. The standard day must be available to all Participants. Participants are expected to attend the full standard day, except for the occasional delays due to weather, traffic conditions, and other isolated events that would interfere with programming. Participants may attend a program for fewer hours than the standard day on a scheduled basis only if the IP documents the need for a reduced day. Participants attending a program for less than the standard day on a scheduled basis due to documented transportation conflicts must attend a minimum of five hours per day and the Contractor shall request in writing and receive prior approval from the PST.

2) Individualized day program hours shall be based on the needs of the Participant. Individualized Supported Employment programs provide the needed and appropriate supports to achieve and maintain the supported employment placement throughout the term of the employment.

3) Individualized Day Supports, Group Supported Employment, or Individualized Supported Employment services occurring in the afternoon, evening, weekends, or other non-traditional day program hours, as a requirement of the Participant’s employer, shall be reviewed by the PST and documented in the IP.

4) Unless fewer days are agreed upon by the Regional Resource Administrator, the Contractor shall operate a minimum of two hundred fifty (250) days a year. Changes to the operating calendar for training or other reasons must be approved by the resource administration. A program may reduce hours for staff training, or other reasons approved by the Region.

1. For day supports provided out of the home, the Contractor will document supports provided to participants through the State sponsored Electronic Visit Verification system (EVV) for all units of service and shall include the date of the service and the start and end time of the service.

6) The Contractor shall attain and maintain one hundred percent (100%) active treatment in their area(s) of responsibility for Participants living in ICF. The Contractor shall submit an annual Vocational Evaluation for Participants in the Contractor’s day program that live in ICF facilities to the ICF Administrator two (2) weeks prior to the scheduled IP meeting.

7) The Contractor shall submit to DDS’ Resource Administrator at its annual fiscal meeting, and to each Participant’s residence by July 10th of each year of this Contract, a calendar of operation from July 1 to June 30, which indicates the following:

1. the observance of ten (10) annual holidays designated by the Contractor of which day services will not be available to individuals,
2. training days, and
3. all other planned closings.

The Contractor shall submit any request for additional non-program days to the Resource Administrator a minimum of four (4) weeks prior to the date being requested. If approval is obtained, the Contractor shall inform all residential services affected at least three (3) weeks prior to the non-program day.

8) The Contractor shall ensure that Participants are paid wages in accordance with Federal Wage and Hour Regulations. Copies of U.S. Department of Labor and Connecticut Department of Labor regulations will be maintained by the Contractor and available for review.

9) The Contractor shall ensure Participants in employment programs receive all fringe benefits received by other employees at the same job site including holidays, sick, and vacation time. The Contractor shall ensure full-time GSE Participants receive a minimum of five (5) paid vacation days annually. The Contractor shall document and make available for review by DDS staff all paid sick days and vacation days.

10) The Contractor shall ensure Supported Employment Participants who are temporarily displaced, laid off, or fired receive the same number of program hours as when they were working. Whenever a change in program occurs, and the Participant receives supports in a different program setting more than fifteen (15) days in a quarter, the Contractor shall notify the DDS of the need for a change in support services and discontinue billing until a new CSA is received. If the change in support services requires an increase in funding or a rate change, advance approval from the PRAT is required.

11) The Contractor shall provide only the service(s) authorized and shall maintain documentation that the service(s) were provided in accordance with an IP approved by the Participant’s PST and DDS Documentation guidelines. Failure to demonstrate proper documentation will result in a denial of reimbursement for the identified dates and/or hours of supports.

**4. Additional Services and Funding**

When authorized by DDS’ Resource Administration, the Contractor shall provide one or more additional services which may be funded under the provisions listed below in subsections (a) through (i). Based on the availability of funds budgeted through this Contract, and DDS’s determination of need and specific directives, DDS may allocate funds as follows:

**(a) One-time funding for person-specific supports -** One-time, non-annualized funds may be disbursed through this Contract for person-specific supports to assist Participants who are experiencing a critical challenge. This funding shall provide specialized, short-term services to Participants who reside or work in private sector settings. Such short-term services include additional direct care staff, psychiatry, psychological services, CRT, specialized staff training, physical, occupational or speech therapy, counseling, behavioral management support, or any other appropriate supports, which assist in the continued presence of a Participant in his or her community and are not covered by a Participant’s own entitlements.

**(b) One-time funding for provider-specific supports -** One-time, non-annualized funding for reasons which do not directly relate to person-specific supports may be disbursed. Examples may include, but are not limited to, additional funding for extraordinary agency increases to insurance expenses, State-mandated reimbursements, specialized staff training, or prior period refunds of cost settlement retrievals.

**(c) Room & Board for Children -** Funding of the Room and Board component may be disbursed for children living in CLAs when these specific children are not otherwise funded for Room & Board by the Connecticut Department of Children & Families (DCF) and therefore such funding becomes the responsibility of DDS.

**(d) Cash Advance -** Initial funding for a CLA shall be equal to the payment of thirty (30) calendar days’ in accordance with Regs., Conn. State Agencies § 17a-230-4. The cash advance shall be retained by the provider and applied to the amount owed for services for the last month of operation for the CLA. The total amount of all cash advances paid to the contractor is to be identified on the contractor’s financial statements as a liability under the name “DDS Cash Advance.”

**(e) Community Companion Home Development -** One-time, non-annualized funds may be disbursed to recruit and develop private family homes as a CCH licensed home pursuant to C.G.S. §17a-227 in which three or fewer adults, or children with intellectual disabilities or autism reside.

**(f) Respite -** Respite supports and services to families or primary caregivers of Participants served by DDS so that they receive temporary relief from ongoing care-giving responsibilities.

**(g) Start-up Funding -** One-time, non-annualized funds for starting a new CLA or CRS prior to the initiation of service to Participants. The advance payment based on anticipated costs is negotiated with the contractor in accordance with DDS Policy. Once the CLA or CRS is opened, the start-up funds are cost settled in a process separate from cost settlement at the end of the fiscal year.

**(h) Bridge Funding**- Bridge Funding (BF) is an advance of the provider’s last payment.

**(i) Other Supports and Services -** Supports, services,or Contractor’s costs consistent with its statutory authority**.**

**B. CONTRACTOR REQUIREMENTS.**

**1.** **The contractor shall implement a quality system to include:**

**(a) Continuous Quality Improvement Plan.**

1) The Contractor shall assure that services provided to Participants reflect a commitment to individualized supports and services, are responsive to the culturally diverse needs of the Participants receiving such services, and assist Participants being served to achieve an array of personal outcomes.

2) The Contractor shall have a Continuous Quality Improvement Plan that has been approved by DDS and shall implement said plan no later than six (6) months after the execution of the Contract. The plan should be based on the Quality Organization Self-Assessment tool developed by DDS, or with the prior approval of DDS, the plan can be based on another form of self-assessment used by the Contractor for national accreditation and shall include a cultural competency component. DDS may request, or require, that the Provider add specific goals to address deficit areas and timeliness and accuracy of financial reporting and/or issue identified by the QSR.

3) Contractor shall submit regular reports on the status of the Continuous Quality Improvement Plan implementation, in the form and manner determined by DDS. The Contractor further agrees to furnish DDS with any information DDS deems necessary for the purpose of assessing compliance with this provision.

**(b) Outcomes and Measures -** The Contractor shall implement the programs and services described herein to result in the outcomes detailed below on behalf of the Participants they support. Such outcomes shall be measured in the manner described herein. Outcome results achieved pursuant to these terms and conditions will be monitored by DDS.

***Contracted Programs with Residential Services***

|  |  |  |
| --- | --- | --- |
| QSR Indicator | Outcome | Measures |
| O6 | The environment supports the individual’s needs, abilities, and interests and promotes integration and does not isolate. | At least 86% of all CLA, CRS, IHS, CCH, Shared Living and Supportive Housing settings will meet this outcome as determined by the QSR reviews. |
| D7a | The individual receives necessary oral and dental care including assessment, treatment and follow-up. | At least 86% of all CLA, CRS, IHS, CCH, Shared Living and Supportive Housing settings will meet this outcome as determined by the QSR reviews. |
| D7b | Support providers carry out all health related orders as determined by health care professionals. | At least 86% of all CLA, CRS, IHS, CCH, Shared Living and Supportive Housing settings will meet this outcome as determined by the QSR reviews. |

***Contracted Programs with Day Services***

|  |  |  |
| --- | --- | --- |
| QSR Indicator | Outcomes  | Measures  |
|  | Participants have jobs in the community. | At least 50% of ISE Participants reimbursed for hours worked will be gainfully employed in a community setting an average of 15 or more hours a week.  |
| CI 56 | Participants are satisfied with the staff that provides help and assistance to them at their job. Support staff listens to them. | At least 86% of the ISE and GSE participants interviewed by QSR staff will identify as being satisfied as determined by the QSR reviews. |
|  |  |  |
| O6 | The environment supports the individual’s needs, abilities, and interests and promotes integration and does not isolate. | At least 86% of all DSO and Senior Supports settings will meet this outcome as determined by the QSR reviews. |
| O6 | The environment supports the individual’s needs, abilities, and interests and promotes integration and does not isolate. | At least 86% of all Transition Services settings will meet this outcome as determined by the QSR reviews. |

**2. The Contractor shall comply with the following requirements:**

**(a)** **Department Policies, Procedures and Directives -**The Contractor agrees to adhere to all DDS policies, procedures and directives. Contractors will advise in-service staff on all DDS policies, procedures, and directives applicable to private sector programs funded through this Contract and pertinent to the respective position.

**(b) Authorized Services -** The Contractor shall provide only the service(s) authorized up to the maximum allowable units and shall maintain documentation that the service(s) were provided in accordance with an IP approved by the Participant’s PST and the DDS Documentation guidelines. Failure to demonstrate proper documentation will result in a denial of reimbursement for the identified dates and/or hours of supports.

**(c) Human Rights -**

The Contractor shall ensure the human rights of all Participants served by the DDS are protected. The Contractor shall ensure:

i. Participants are protected from abuse and neglect;

ii. the use of restraints and psychotropic medications will be limited in accordance with the DDS Policy; and

iii. staff are hired according to the DDS’ policy regarding employment practices and will adhere to the goals and objectives in the Paticipant’s IP.

**(d) Center for Medicare and Medicaid Services Final Setting Rule:**

Providers shall comply with all of the CMS setting requirements as specified in CMS-2249-F/CMS-2296-F unless a separate agreement has been made with the DDS.

**(e)** **Control of Resources -** DDS endorses the ability of Participants to control their lives as well as their resources and make effective choices about their supports and desired outcomes. The Contractor acknowledges, and will not interfere with, the right of Participants to freely select among qualified providers, or to self-direct their own resources.

**(f)** **Contract Service Authorizations (CSA) -** The Contractor agrees to provide the supports as defined in this contract in accordance with the Participant’s CSA. The Contractor shall not provide a Participant with day or residential supports for which monies are expected from DDS or will be expected at a later date, without receiving the necessary authorization from DDS’ Regional Resource Administrator. Contractors are authorized to provide supports to the Participant up to the authorized annual units at the rate identified on the CSA. If an authorization starts or ends during the fiscal year, the authorized annual units available for billing shall be prorated. Any payment paid to the Contractor for supports over and above the total authorized units for the fiscal year, will be returned to DDS. The Contractor may make temporary changes to the authorized support type due to emergency or unusual incidences, other than those referenced for ISE Participants **(Part I, Section A, Subsection 3(i)(10)**)for no more than five (5) program days in a quarter. The Contractor shall obtain approval from the PST and the Regional Resource Administrator for any temporary change longer than five (5) program days in a quarter. If this requires an increase in funding, or a rate change, approval from the PRAT is required.

**(g) Permanent Transfers –** The Contractor shall obtain prior approval by PRAT and obtain a new CSA in order to permanently transfer a Participant from one residential setting to another.

**(h) Agency Contact -** The Contractor shall establish a single emergency contact person for hours outside of the normal business operating hours. Contractor shall notify DDS’ Regional Resource Manager of any changes in emergency contact point information by the next business day. Contractor shall maintain a viable E-mail address and Internet service, providing sufficient capability to receive and open all DDS attachments, or to download from DDS’ Website. Contractor shall notify DDS’ Regional Resource Manager of any changes regarding E-mail addresses within five (5) business days. Contractor will ensure contact information in their DDS Provider Profile is current and accurate and will complete a Profile Correction Form within five (5) business days of any changes.

**(i)** **Staffing Supports –** The Contractor shall provide supports to a Participant either by direct face-to-face contact, or through virtual supports. Virtual supports may be provided for the supports and services noted in this contract and specified in DDS’ Medicaid Waivers. The Contractor shall obtain approval of the PST for services provided through virtual means prior to the start of such service; DDS may require additional review to determine if the service is permissible through virtual means as prescribed in DDS’ Medicaid Waivers.

**(j) Staffing Patterns –** The Contractor’s staffing patterns shall conform to the staffing schedules submitted with the OP. The Contractor shall present a generalized, sample weekly schedule of the program’s staffing pattern to the Regional Resource Manager for each year of the Contract. The Contractor shall submit a revised schedule whenever there is a permanent change to the staffing pattern during the contract period. Proposedchanges from this pattern must be approved by DDS prior to its implementation.

**(k)** **Subcontracting Nursing Services**- Contractor may subcontract their nursing services to a nursing vendor to provide the health administration and oversight of the Participants they support. The Contractor and Contractor Parties acknowledge and agree that the subcontracting of nursing services shall not be considered a modification, transfer, or relinquishment of its obligation and duty to provide for the overall health and safety of the Participants. Effective January 1, 2022, the Contractor shall only subcontract with nursing vendors that have been qualified by DDS.

**(l)** **Suspensions –** The Contractor may suspend Participants from a day program with prior notice to the guardian, parent, and residential provider. If the Contractor intends to suspend a Participant from the day program for more than two (2) days in a six (6) month period, the Contractor shall obtain a review by, and the approval of, the PST and Case Manager.

**(m) Discharge-** Contractor shall not discharge a Participant without providing DDS with advanced written notification, a review of the PST, and an approval of the regional administration for the placement of the participant into an appropriate, alternative setting.

**(n) Participant Change in Program -** Any changes to the type and/or hours of supports provided to the Participant, requires a revised CSA.

**(o) Participation at Meetings –** The Contractor shall participate in annual quality and financial meetings with DDS.

**(p) Site Approval -** The Contractor agrees that any program site shall be reviewed and approved by DDS prior to being purchased or leased.

**(q)** **Staff Training** - The Contractor agrees to arrange for staff training in areas that relate specifically to the kinds of services that the employee will be expected to provide.

1) The Contractor’s direct support employees shall be trained, at a minimum, in the following areas:

1. IP Training regarding individual, specific IP, LON & Aquatic Safety Screening IP-7 Qualifications. Additionally, training regarding the individual, specific health, safety and programmatic supports is required and generally covered in the IP;
2. Medication- Overview and individual specific needs;
3. HIPAA and confidentiality;
4. Blood borne Pathogens- Pathogens/Communicable disease and OSHA as required;
5. First Aid – A DDS approved curriculum;
6. CPR– A DDS approved curriculum;
7. DDS’ Mission and Vision;
8. Principles of Active Treatment;
9. Abuse/Neglect Prevention;
10. Sexual Abuse Prevention;
11. Sexual Harassment Prevention:
12. Diversity;
13. Behavioral supports based on the individual needs of the Participants;
14. DDS Safety Alerts;
15. Water Safety Policy and Procedure;
16. Emergency Procedures, Red Book, and Emergency Relocation;
17. DDS Fire Safety;
18. Hazardous Materials Handling and how they relate to cleaning products for the home and their safeguarding.
19. Provider Policies and Procedures;
20. Dysphasia;
21. Alzheimer and Dementia (residential only)
22. Emergency Behavioral Techniques (Non-Individual Specific – PMT, etc.) per approved curriculum;
23. Routines of Residence;
24. Participant’s Rights; and
25. The American with Disabilities Act (ADA) and how it pertains to individuals funded by DDS.

2) If the Contractor operates or provides services in licensed facilities, it shall conform to DDS’ residential training requirements for staff. The Contractor shall have sufficient certified staff to administer medication and nursing delegated tasks to meet the needs of the Participants. The Contractor shall make training documentation available to DDS upon request. Training Documentation shall include a complete list of current staff working in DDS funded programs, status of training in the preceding areas, the most recent date of training/certification, expiration date, previous training documentation/date and anticipated date of renewal, if known.

3) The Contractor agrees that its employees shall participate in any orientation or training that is required by DDS to familiarize its employees with the needs of persons supported by the Contractor through a CSA and to give its employees the necessary skills to meet those needs.

4) If the Contractor operates a residential facility serving Participants with Down Syndrome fifty years of age or older, it must have at least one staff member trained in Alzheimer's disease and dementia symptoms and care;

5) The Contractor shall ensure that direct support employees without prior experience, working with persons with intellectual disabilities, shall receive training specific to the needs of the Participant within thirty (30) calendar days of employment and, prior to such training, shall work only with other staff on duty who have received such training.

**(r)** **Incident and Investigation Reporting -** The Contractor agrees to report to DDS all incidents of suspected abuse or neglect, all uses of restraint, all accident/injuries, and all unusual incidents that affect persons receiving services pursuant to DDS’ per DDS procedure I.D.PR.009.

1) Unusual incidents or occurrences affecting a person being supported by the Contractor shall be reported to the Regional Designee in accordance with DDS’ Incident Reporting policy and procedures. Incidents of abuse, neglect, and other critical incidents (as defined by the DDS), shall be reported to the Regional Designee in accordance with DDS’ Incident Reporting policy and procedures. Other state and municipal agencies shall be notified at the same time. If necessary, the Regional on-call system shall be accessed by the Contractor.

2) All unusual incidents, accident/injury incidents, missing persons, medication errors, and restraints shall be documented using procedures and forms provided by DDS and copies of said documentation shall be forwarded to DDS’ Regional Office.

3) The Contractor agrees to investigate all suspected abuse and/or neglect incidents, unless directed otherwise by DDS and to prepare a written report of the investigator’s(s’) findings and submit a copy of the report to DDS.

4) The Contractor shall have an adequate number of staff who have completed DDS’ Investigator Training in order to conduct and complete an abuse and/or neglect investigation within the required time frames established by DDS.

5) The Contractor agrees to hire an independent, private investigator, at its own expense, for any abuse and/or neglect accusations in which the alleged perpetrator is the owner, partner, shareholder, executive director or equivalent position, or member of the Board of Directors or immediate relative thereof. The complete investigation should be presented simultaneously to both the Contractor and DDS’ Director of Investigations.

**(s) PST**.

1) The Contractor agrees to participate as a member of the Participant’s PST, as required, and to assist in the development of the IP for each Participant authorized for funding per DDS procedure I.C.1.PR.002.b.

2) A revised CSA with the approval of the Participant and the PST, is required to be issued to the Contractor by DDS prior to a permanent change in the type of program in which the residential supports are provided by the Contractor. If this requires an increase in funding, or a rate change, approval from the PRAT is required before the move can be made.

**(t) Enhancements** - The Contractor must assure the well**-**being of Participants and the quality of services by participating in service evaluations in accordance with the QSR. Failure to participate in the QSR process shall be considered a breach of contract. If a Contractor participates in external certification programs, a copy of any evaluation results must be made available to DDS upon request.

**(u) Entitlement Changes** -The Contractor must notify DDS’ Case Manager or Case Management Supervisor in writing of any entitlement changes. Receipt of lump sum payments, for any reason, and loans from the Contractor and repayment schedule, must be communicated in writing to DDS’ Case Manager or Case Management Supervisor annually.

**(v) Access to Records** - Contractor shall develop, maintain, and make available to DDS original or copies of financial, accounting, and attendance records, and all supporting documentation pertaining to all costs incurred in the operation of the Contractor’s Connecticut**-**based programs. These financial, accounting and attendance records, and all supporting documents, shall be made readily available at the Contractor’s Connecticut based administrative office. In addition to the requirements in **Part II, Section C, Subsection 18**, the Contractor shall retain all such records concerning this contract for an additional period of seven (7) years.

**(w) Related Party Disclosure** -The Contractor shall comply with the related party disclosure and reporting requirements per Part II, Section C, Subsection 6 of this Contract and DDS procedure I.G.PR.009. Contractors shall adhere to allowable cost principles established by the OPM Cost Standards. Whenever costs are incurred between related parties, allowable costs shall be defined as, and limited to, only the actual cost to the related party. Findings of relatedness may be made in the absence of majority stock ownership of the related parties in respective organizations. The related party principle applies to any transaction between a Contractor and a related party, including, but not limited to, one time or multiple transactions involving services or supplies and one-time sales or lease of the facility itself. Related party transactions must be identified as such in the cost report (i.e., Annual Report, Eight Month or other document specified by DDS) and the unallowable portion excluded in the appropriate section of the cost report.

1) Related Party Management companies for which 50% or more of their revenue is derived from related party service providers funded by DDS must report actual costs. The contractor must submit an allocation plan to DDS with their annual report. Only costs which would be allowable for the DDS provider will be allowable as allocated costs from the management company. Allowable costs are determined by the OPM Cost Standards and DDS requirements.

**(x) Program Revisions -**An approved revision to the OP is required whenever a Contractor adds a new program with annualized funding of more than $100,000 during a fiscal year or adds a new CLA or CRS Cost Center.

**(y) Equipment -** DDS reserves the right to recoup any equipment, materials, deposits, or down payments in the event this Contract is terminated, or not renewed in accordance with **Part II, Section D, Subsection 7(b)**. DDS will provide the Contractor with a description of the equipment to be returned, where the equipment shall be returned to, and who is responsible to pay for the delivery/shipping costs. For purposes of this provision:

1) Materials and equipment with a value of at least $100.00 and a useful life of one (1) year that was purchased for the specific use of DDS in a funded program is subject to recoupment as determined by DDS.

2) Furniture and equipment with an individual value of $500.00, or a total aggregate value of $2,500.00 for DDS funded programs, are subject to recoupment as determined by DDS.

 **(z)** **Cash Advance -** Attachment B of this contract itemizes the cash advance amount paid to the Contractor as of the execution of this contract for each CLA. The cash advance shall be retained for as long as the CLA is operated by the Contractor. The cash advance shall be repaid to the DDS by applying the amount owed for services for the last two payments of operation for the respective CLA.

 **(aa) Personal Funds -** The Contractor shall account for all receipts and disbursements in accordance with DDS’ Procedure- Personal Funds Financial Management- Qualified Providers (Procedure No.: I.F.PR.008).

**(bb) Principal of the Entity -** Business entities that do not have an “Executive Director,” or readily known analogous position, must submit to the Regional Resource Administrator at the execution of the contract, or whenever there is a change in leadership, the name of one (1) principal of the entity who has the most responsibility for operations under the contract with DDS who shall be designated as the lead, and who, for purposes of state law, will be functioning as the Executive Director of the entity. In such cases, where the Contractor fails to properly inform DDS of the lead principal, all principals will be individually subject to the state laws governing the classification of Executive Director.

**(cc)** **Self-Advocate Representation –** The Contractor shall establish a formal process where individuals with Intellectual/Developmental Disability I/DD can provide the owners, board of directors, and executive management staff feedback and recommendations for improvement on the provision of supports by the organization. The Contractor shall submit an annual report to DDS detailing the recommendations made by the self-advocates and the action taken by the agency to address them.

**(dd) Criminal Background Check -** In accordance with Part II, Section B(3), the Contractor is required to perform a criminal background check, a verification of licenses and certifications, a check of the Connecticut Sexual Offenders Registry and a check of the DDS/DCF (Connecticut Department of Children and Families) Abuse and Neglect Registry no later than the date of hire for all hired or subcontracted employees who work directly with Participants or their families.

**(ee)** **Criminal** Conviction **Notification** – The Contractor shall notify DDS’ Director of the Operation Center immediately should an owner, partner, shareholder, executive director or equivalent position, or member of the Board of Directors be arrested or convicted of a misdemeanor or felony **offense**.

**(ff) Disqualification -** The disqualification of the Contractor’s status as a Qualified Provider shall result in an immediate suspension of the Contractor in accordance with Part II, Section D(5).

**(gg) Relocate –** If the Contractor owns, manages, or maintains a licensed group home, it shall receive prior approval to relocate from the DDS/DSS Vacating Committee before vacating, transferring ownership, and/or purchasing or leasing a replacement home**.**

**(hh)** **Connecticut Medical Assistance Program –** The Contractor shall obtain and maintain enrollment in the Connecticut Medical Assistance Program across all programs contracted with DDS.

 **(ii) Employee Minimum Wage –** In accordance with Special Act 18-5, DDS the Contractor shall:

1. increase the minimum wage for all employees funded by DDS to fourteen dollars and seventy-five cents ($14.75) per hour on or after January 1, 2019 and,
2. increase wages based on the plan submitted and approved by DDS for all employees who earn not less than fourteen dollars and seventy-six cents per hour, and not more than thirty dollars per hour, not later than January 1, 2019, and
3. upon request of the DDS provide documentation that such funds were used for increasing and maintaining the minimum wage of employees to not less than fourteen dollars and seventy-five cents ($14.75) per hour, increasing wages based on the plan submitted and approved by DDS for all employees who earn not less than fourteen dollars and seventy-six cents per hour, and not more than thirty dollars per hour, and the payment of payroll taxes and benefits associated with the increased wages.

**3. Contractor Reporting Requirements**

* 1. **Monthly Reports of Attendance -** The Contractor shall submit web-based per unit/diem attendance reports to DDS by the fifth (5th) but no later than the tenth (10th) day of each month following the performance of services for applicable programs.
	2. **Admission and Discharge Reports -** The Contractor shall report to DDS each admission and discharge, and such other routine information as may be required by DDS. Such reports shall be in the form prescribed by DDS.
	3. **Residential Services Required Reports -** The Contractor shall make and file with DDS the following reports and provide the indicated documentation according to the following schedule:

|  |  |  |
| --- | --- | --- |
| Report/ Documentation Due Daily | Due:  | Submit To: |
|  Daily IHS and PS Attendance | At the time supports are provided | Electronic Visit Verification System |
| Report/ Documentation Due Monthly: | Due:  | Submit To: |
| CLA, CRS and CCH attendance  | Fifth, but no later than the tenth of each month  | Webresday  |
| Rent Subsidy Documentation | Tenth of each month | Regional Designee |
| Report/ Documentation Due Annually: | Due: | Submit To: |
| Staffing Schedules | Annual by May 1 | DDS Provider Specialist |
| Eight Month Expense Report (DDS Form) | Annual by March 31 | DDS Provider Specialist |
| Initial Operational Plan (DDS Form)  | Annual by May 1  | DDS Provider Specialist  |
| Final Operational Plan (DDS Form) | Annual by July 15  | DDS Provider Specialist |
| End of Year Expense Report (DDS Form for *Contractors* *that do not file Annual Reports)* | Annual by October 15  | DDS Provider Specialist |
| Insurance Certificate | upon renewal of policy  | DDS Provider Specialist |
| Annual Report (DDS Form) | Annual by October 15 | MYERS AND STAUFFER LLC |
| Report/ Documentation Due Upon Occurrence: | Due: | Submit To: |

|  |  |  |
| --- | --- | --- |
| Participant Incident Reports  | Within Twenty-four (24) hours after incident | Regional Designee  |
| Residential Notice of Opportunity | When Vacant | Regional Designee |
| Report/ Documentation Due Upon Request: | Due: | Submit To: |
| Staff Training | July 10, January 10 | Submit to Requester |

**4. Day Services Reporting Requirements**

The Contractor shall make and file with DDS the following reports and provide the indicated documentation according to the following schedule:

|  |  |  |
| --- | --- | --- |
| Report/Documentation Due Daily  | Due:  | Submit to:  |
| IDS | Time supports are provided | Electronic Visit Verification System |
| Report/ Documentation Due Monthly: | Due:  | Submit To: |
| All other Day supports attendance | Fifth, but no later than the tenth of each month  | Webresday |
| Report/ Documentation Due Annually: | Due: | Submit To: |
| Calendar of Operations  | July 10  | Regional Designee & Participant’s Residence  |
| Staffing Schedules | May 1 | DDS Provider Specialist  |
| Eight Month Expense Report (DDS Form) | March 31  | DDS Provider Specialist  |
| Initial Operational Plan (DDS Form) | May 1  | DDS Provider Specialist |
| Final Operational Plan (DDS Form) | July 15  | DDS Provider Specialist  |
| End of Year Expense Report (DDS Form for *Contractors that do not file Annual Reports*) | October 15  | DDS Provider Specialist  |
| Insurance Certificate | upon renewal of policy  | DDS Provider Specialist |
| Annual Report (DDS Form) | October 15  | MYERS AND STAUFFER LLC |
| DOL Certificate | upon renewal of policy  | DDS Provider Specialist |
| Report/ Documentation Due Upon Request: | Due: | Submit To: |
| GSE Locations | Upon Request | Submit to Requester |
| Staff Training | Upon Request | Submit to Requester |

**C. FISCAL**

1. **Residential Services Payments**. DDS shall reimburse monthly, by retrospective payment. Payments for Residential programs (CLA, CCH, and CRS) will be based on one twelfth (1/12) of an approved annualized CSA. Payment for IHS Programs will be based on the utilization of the service at the established rate of an approved CSA for all Participants during the month. Monthly payments will be made for all CLA, CRS and CCH CSAs in which at least one unit of support was provided to the Participant in the given month. In addition to the IHS utilization payment, a monthly payment will be made for specifically identified IHS CSAs in which at least one unit of support was provided to the Participant in the given month. For CLA and CRS settings, a unit is defined as receiving supports for at least one overnight stay in the residence. For IHS and CCH settings, a unit is defined as the Participant receiving at least fifteen minutes of support.
2. **Day Services Payments**. DDS shall make retrospective payments on a monthly basis. Payment for Group Day Programs (GSE, DSO and Pre-vocational Services) and Individualized Day Programs (ISE and IDS) will be based on the utilization of the service at the established rate of an approved CSA for all Participants during the month. Monthly payments will be made only after DDS receives and approves required reports.

Contractors of Group Day Programs may be paid on a per diem or hourly basis for each Participant.

* 1. “Day of Service” is defined as the standard minimum number of hours referenced in Day Services Requirements (A.3.(i)).
	2. A Contractor may bill for each DDS authorized day or unit that supports are provided to the Participant, up to the approved total annual units, but no more than a maximum of 250 days, or hourly equivalent in a fiscal year.
	3. Contractor may bill for a Participant with multiple group day support authorizations for each authorized day that supports are provided, up to the total maximum annual units of all day authorizations, but no more than a maximum of 250 days, or hourly equivalent in a fiscal year. Based on a Participant’s need, Contractor may utilize up to 20% of the units from one of the multiple group day supports for another. The total billed units shall not exceed the combined total authorized units for all the approved or prorated (as referenced in B.2.f) multiple authorizations for a Participant in one fiscal year, but no more than a maximum of 250 days, or hourly equivalent.
	4. Per Diem unit attendance will receive the full reimbursement if:
1. The unit was billed with the proper documentation; and
2. The individual received the standard six (6) support hours

OR

1. The unit was billed with the proper documentation; and
2. The individual received a minimum of five (5) support hours; and
3. The standard six (6) support hours were available for the participant.

OR

1. The unit was billed with the proper documentation; and
2. The individual received at least three (3) support hours; and
3. The standard six (6) support hours were available; and
4. There were no more than six (6) days in a calendar quarter in which there was an occurrence of an intermittent late arrival, or early dismissal, that resulted in the Participant not meeting the minimum of five (5) support hours in the day.
	1. In the event of an early closure due to inclement weather or an emergency incident, the Contractor may bill for a standard day of service provided the Participant received supports for a minimum of three (3) hours.

* 1. In the event of reduced hours for staff training or other reasons approved by the region, the Contractor may bill for a standard day of service, provided the Participant received supports for a minimum of three (3) hours. Billings for such reductions are limited to no more than two (2) days per fiscal year.
	2. Contractors of ISE and IDS will be paid for each hour of support provided to the Participant, up to the maximum annual hours per the CSA.

**3.** **Maximum Financial Commitment.** DDS shall reimburse a Contractor up to the lesser of the maximum financial commitment, or the total utilization of all CSAs. Any increase or decrease to the maximum financial commitment of the Contract will require a formal written amendment to the Contract.

**4.** **Expenditures**. The Contractor agrees to maintain a separate cost center for each type of support authorized through a CSA under this Contract. Contractors receiving funding from DDS under this award will adhere to the OPM’s Cost Standards. OPM’s Cost Standards (Part II, Section C, Subsection 1) establish the criteria to be applied to determine the allowability of costs funded by DDS. These Cost Standards also establish costs that are specifically allowable, costs that are specifically unallowable, and they establish documentation requirements for costs that can be funded under this award.

**5.** **Bridge Funding Payment.** DDS shall reimburse the Contractor on a monthly basis for the actual attendance for a previous month. The Contractor will receive an initial payment to be retained by the provider to bridge the funding caused by a timing gap between the end of the billed service month and the payment for those services. At the end of the contract period, the Bridge Funding shall be deducted from the provider’s last payment.

**6**. **Final Billing.** Upon the termination of this contract, DDS will accept billing invoices for all supports and services provided within the last year of service no more than sixty (60) days from the termination date of the contract. Final payment will be based on all allowable billing invoices minus the bridge funding, CLA cash advances, and other payment due to DDS.

1. **Budget Variance**. Subject to the provisions of this paragraph, the Contractor may make the following budget variances without DDS approval: line category expense changes within major cost categories, such as salaries, employee benefits, non-salary, “administrative” and “general.” Any budget variance that would exceed twenty percent (20%) of the major cost categories, but does not increase or decrease the maximum financial commitment, must be approved by DDS through a revised OP. Any budget variance within this Contract must be applied to cost centers within this contract. Any additional revenue generated under this Contract must be disclosed to DDS. Any expenditure from revenue generated under this contract, for costs not related to the Contract, must be discussed with, and approved by, DDS prior to the expenditure.
2. **Financial Reporting Requirements**. The Contractor shall submit to DDS the applicable financial report for any expenditure of state-awarded funds made by the Contractor in accordance with Part II, Section C.17.
3. Contractors subject to the federal and/or state single audit standards shall provide financial reports upon completion of each fiscal year during the term of this award or upon termination of this contract. The following reports are required.

A. Contractors that received financial compensation of three hundred thousand dollars ($300,000) or more in a fiscal year from DDS shall prepare and deliver to DDS an Annual Report of Residential and Day Services, a cost report and performance reporting document for the fiscal year which reconciles to audited financial statements prepared and filed in accordance with federal Single Audit Act requirements and C.G.S. §§ 4-230 through 4-236, as amended. Audited financial statements, notes to same, Management Report, and the auditor’s opinion letter shall accompany the Annual Report filing.

B. Contractors that received financial compensation of less than three hundred thousand dollars ($300,000) in a fiscal year from DDS shall prepare and deliver an End of Year Expense Report. In addition, the End of Year Expense Report shall be reconciled to the audited financial statements and filed in accordance with federal Single Audit Act requirements and C.G.S. §§ 4-230 through 4-236, as amended. Audited financial statements, notes to same, Management Report, and the auditor’s opinion letter shall accompany the Annual Report filing.

**10**. Contractors not subject to the federal and state single audit standards shall provide financial reports upon completion of each fiscal year during the term of this award or upon termination of this Contract. The following reports are required.

* 1. Contractors that received financial compensation of three hundred thousand dollars ($300,000) or more in a fiscal year from DDS shall prepare and deliver to DDS an Annual Report certified by an independent public accountant, as defined by C.G.S. § 7-391. The Annual Report shall be completed in accordance with generally accepted accounting principles and audited in accordance with generally accepted auditing standards. In addition, Contractors are required to submit audited financial statements, notes to same, Management Report, and the auditor's opinion letter.
	2. Contractors that received financial compensation of one hundred thousand dollars ($100,000), but less than three hundred thousand dollars ($300,000) in a fiscal year from DDS, shall prepare and deliver an End of Year Expense Report. In addition, Contractors are required to submit a report performed by an independent public accountant on a set of Agreed upon Procedures developed by DDS.
	3. Contractors that received financial compensation of less than one hundred thousand dollars ($100,000) in a fiscal year from DDS shall prepare and deliver an End of Year Expense Report. Contractors will be exempt from submitting audited financial statements or Agreed upon Procedures. The exemption is only for the fiscal year in which the financial compensation is less than one hundred thousand dollars ($100,000).

**11.** Annual Report and End of the Year Expense Report filings are due on October 15th or the first business day thereafter. For each day that a Report is not filed, following the dates specified in this contract, a penalty of one half of one percent (.50%) of the current monthly payment attributable to administrative and general expenses shall be assessed from the total monthly payment for the first thirty (30) days, three-quarters of one percent (.75%) for the second thirty (30) days, and one percent (1.0%) beyond sixty (60) days. This penalty shall result in a reduction in payment for the month following the calculation of the penalty.

**12.** The Commissioner of DDS may waive imposition of the penalty if she/he deems that extraordinary circumstances prevented the timely filing of the Annual Report, or the End of the Year Expense Report. The waiver shall be granted according to terms and for a period of time established by the Commissioner of DDS. An organization must request a waiver, in writing, prior to the filing dates specified in these regulations. The DDS Commissioner, or designee, will respond within fourteen (14) business days to a provider’s request for a waiver of penalty fees.

**13.** The end of the year recoupment of excess funding will be based on the Contractor’s submitted Financial Report. All records shall be available for review at a place and time determined by DDS or the Connecticut Department of Social Services.

**14.** In the event that the end of the fiscal year does not coincide with the close of the Contractor’s fiscal year, and DDS has issued an exemption to the Financial Report process to the Contractor, DDS may, upon written request of the Contractor, grant a deferral of the audit/statement of income and expenses requirements until ninety (90) days after the close of the Contractor’s fiscal year. In the event that a deferral is granted, and the Contractor is not subject to federal and state single audit requirements, the Contractor will forward an unaudited statement of income and expenses within thirty (30) days following the termination of this Contract.

**15.** **Surplus or Excess Compensation**. The Contractor agrees that subsequent to the end of each fiscal year or the termination of this Contract, any excess financial compensation received for DDS services, above the reported actual allowable expenditures, shall be returned to DDS in accordance with applicable regulations and/or terms of this Contract. DDS will notify the Contractor of the excess compensation calculation at least thirty (30) days prior to the payment adjustment. Excess funding provided to Contractors who have complied with Contract requirements and met service levels shall be recouped in equal installments over the next three (3) payments. DDS will not compensate the Contractor for any deficits resulting from the execution of this Contract. The requirements of this provision shall survive and remain enforceable notwithstanding any termination of this Contract.

A. DDS will recoup, at an eighty percent (80%) recovery rate, the difference between the financial compensation and the reported actual allowable expenditures made by an organization in compliance with the performance requirements within the specific funded program (Day, CLA, IHS and CRS, and CCH Supports) pursuant to this Contract.

B. The excess compensation from one specific DDS program (Day, CLA, IHS and CRS, and CCH Supports) may be applied against negative expense variances in other programs (Day, CLA, IHS and CRS, and CCH Supports.)

C. The recovery rate is subject to change based on approval from Connecticut’s Legislature.

[ ] Original Contract

[ ] Amendment #\_\_\_\_

(*For Internal Use Only*)

**SIGNATURES AND APPROVAL**

**Contractor**

Contractor (Corporate/Legal Name of Contractor)

Signature (Authorized Official) Date

 (Typed/Printed Name and Title of Authorized Official)

**Agency**

Agency Name

Signature (Authorized Official) Date

(Typed/Printed Name and Title of Authorized Official)

**Office of the Attorney General**

\_\_X\_\_ This template having been reviewed and approved by the OAG, is exempt from review pursuant a Memorandum of Agreement between the Agency and the OAG dated .

**Attachment A**

| **Contractor Name:** |   |
| --- | --- |
| **Contract Number:** |   |  | **Contract Period: Period Period:** |   |
|  | **FEIN #:** |   |  | **Base/Amendment:** |   |
|  |  |  |  |  |  |  | **Effective Date:** |   |
|  |  |  | **CONTRACT BUDGET SUMMARY** |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
|   |   |   |   |   |   |   |   | **Maximum** |
|   |  |  |  |  |  |   |  | **Financial** |
|   |   |   | **Day Services Program** |   |   |   | **SID** | **Compensation** |
| **1. Day Support Options (includes Individual Day Non-Vocational, Individualized Day Community Based, Senior Supports and Adult Day Health)**  | 16108 |  $  |
|
| **2. Group Employment (includes Individual Day Community Based, enclaves and small business enterprises)**  | 16108 |  $  |
|
| **3. Individual Supported Employment** |   |   |   | 16108 |  $ -  |
| **4. Pre- Vocational Services**  |   |   |   |   | 16108 |  $ -  |
| **5. Transition Services** |   |   |   |   | 16108 |  $ -  |
| **6. Other Supports and Services** |   |   |   | 12599 |  $ -  |
| **TOTAL MAXIMUM:** |   |   |   |   |   |  |  $ -  |
|   |   |   |   |   |   |   |   |   |   |   |
|   |   |   | **Residential Services Program** |   |   |   |   |   |   |   |
| **1. Community Living Arrangements (includes Transition Facility)** |  |  |  | 12493 |  $ -  |
|        | 90678 |  $ -  |
| 12607 | $  |
| **2. Cash Advance** |  |  |  |  |  | 12493 |  $ -  |
|        | 90678 |  $ -  |
| 12607 |  |
| **3. Community Companion Home (Includes CCH Development)** | 12493 |  $ -  |
|  |   |   |   |   |   |   | 90678 |  $ -  |
| **4. Individualized Home Supports –(includes Shared Living, personal supports, Assistive Technology, remote supports, and adult companion)** | 12493 |  $ -  |
| 90678 |  $  |
| 12607 | $  |
| 12599 | $  |
| 12035 |  |
| **5. Continuous Residential Supports**  |  |  |  | 12493 |  $ -  |
|         | 90678 |  $ -  |
| 12607 | $  |
| 12035 |  |
| **6. Clinical Behavioral Supports** |  |  |  |  | 12493 |  $ -  |
|        | 90678 |  $ -  |
| 12607 | $  |
| **7. Healthcare Coordination** |  |  |  |  | 12493 |  $ -  |
|        | 90678 |  $ -  |
| 12607 | $  |
| **8. Respite Service** |  |  |  |  |  | 12493 |  $ -  |
|  |   |   |   |   |   |   | 90678 |  $ -  |
| **9. Other Supports and Services** |   |   |   | 12599 |  $ -  |
|   |   |   |   |   |   |   |   |   |   |   |
|  |   | **Mixed Services** |   |   |   |   |   |   |   |
| **1. Blended Supports** |  |  |  |  | 12599 |  $ -  |
| **2. Other Supports and Services** |  |  |  |  |  $  |
| **TOTAL MAXIMUM:** |   |   |   |   |   |   |  $ -  |
|   |   |   |   |   |   |   |   |   |   |   |
| **TOTAL CONTRACT MAXIMUM FINANCIAL COMPENSATION:** |   |   |  $ -  |

**Attachment B**

**List of all Cash Advances paid to the Contractor**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **License Number** | **Name of Licensed Community Living** | **Address** | **City** | **Zip Code** | **Cash Advance Amount** |
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