

A. DESCRIPTION OF PROGRAMS

1. Glossary of Terms.

- (a) **Active Treatment** – Refers to aggressive, consistent implementation of a Participant’s program of specialized and generic training, treatment and health services.
- (b) **Adult Companion** – Non-medical care, supervision, and socialization provided to an adult Participant. Service may include assistance with meals and basic activities of daily living and/or completion of light housekeeping tasks, which are incidental to the care and supervision of the Participant. This service is provided to carry out personal outcomes identified in the Individual Plan.
- (c) **Case Manager** – Department of Developmental Services (also referred to as “DDS”) employee who is assigned primary responsibility for a Participant. The case manager serves as primary contact with the individual or family/guardian on the Participant’s behalf.
- (d) **Community Training Home (CTH)** – CTH is licensed by the DDS to provide Participants with residential supports in a family setting.
- (e) **Community Training Home Coordinator** – The supervisory person in the DDS Regional Division who is responsible for overseeing all private and publicly operated CTHs.
- (f) **Continuous Quality Improvement Plan** – A plan that documents the strengths and weaknesses of a Contractor, identifies areas of improvement, and establishes goals for a number of priority areas.
- (g) **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 the amount of supports the DDS has authorized the Contractor to provide.
- (h) **Cultural Competency** – DDS services and supports that are sensitive to the ethnic, racial, religious and national backgrounds of the Participants and their families by expanding the involvement of these groups in the management and direction of the program.
- (i) **Culturally Diverse** – The multitude of ethnic, racial, religious and national backgrounds of the Participants and their families supported by DDS.
- (j) **Eight Month Expense Report** – A summary of budget and expense form that details expenses for the period of July 1 – February 28 for each fiscal year of the contract within four expense categories – “Administrative & General”, “Benefits”, “Salary”, and “Non-Salary”.
- (k) **HUD** – United States Department of Housing and Urban Development.
- (l) **Human Rights Committee (HRC)** – A group of people who are not employees of the DDS who provide monitoring to assure the protection of legal and human rights of people with intellectual disabilities. Membership may include a physician, a lawyer, a parent, staff 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.
- (m) **Individual Plan (IP)** – A comprehensive plan that includes a Participant’s current life situation, future vision, an assessment and analysis of the individual’s abilities, preferences, and support

[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
Department of Developmental Services
Residential and Day Services
(effective 7/1/2011)]

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 individual's progress on an on-going basis to assure that the individual's needs and desired outcomes are being met.

- (n) **Individualized Home Supports** – Assistance with the acquisition, improvement and/or retention of skills and provides necessary support to achieve personal habilitative outcomes that enhance an individual's ability to live in their community as specified in the plan of care. 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.
- (o) **Interdisciplinary Team (IDT)** – A group of persons which includes the Participant being served, his or her family/guardian or advocate, those persons who work most directly with the Participant in each of the professions, disciplines, or service areas that provide service 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 and reviewing its effectiveness.
- (p) **Intermediate Care Facilities (ICF)** – A health care facility for individuals who are disabled, elderly, or nonacutely ill, usually providing less intensive care than that offered at a hospital or skilled nursing facility.
- (q) **Mobile Work Crew** – A group of Participants who work together to provide a service in the community. This group travels to a number of worksites during the day and perform work in a variety of locations under the supervision of a permanent employment specialist (job coach/supervisor).
- (r) **Operational Plan (OP)** – A budget document prepared by the Contractor that details projected expenses within four expense categories – “Administrative & General”, “Benefits”, “Salary”, and “Non-Salary”.
- (s) **Participant** – A person who has been authorized by the DDS to receive services under this Contract. Participants are also referred to as “Clients” in Part II of this Contract.
- (t) **Personal Support** – Assistance necessary to meet the Participant's day-to-day activity and daily living needs and to reasonably assure adequate support at home and in the community to carry out personal outcomes.
- (u) **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 individual Participant needs, assigns priority determination, implements DDS Planning and Resource Allocation policies and procedures, makes recommendations regarding applicants for the HCBS waiver, processes allocation of resources, and makes referrals to available out-of-home residential group living settings and Contractor-based day services.
- (v) **Procedure Codes** – A broad term to identify systematic numeric or alphanumeric designations used by healthcare providers and medical suppliers to report professional services, procedures and supplies.
- (w) **Program Review Committee (PRC)** – A group of professionals, including a psychiatrist, assembled to review a Participant's behavior treatment plans and behavior modifying medications

[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
Department of Developmental Services
Residential and Day Services
(effective 7/1/2011)]

to assure that they are clinically sound, supported by proper documentation and rationale, 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.

- (x) **Qualified Providers** – A private organization that is qualified to provide services to a Participant or group of Participants in a residential or day program who have applied for and been determined eligible for the programs and services of the DDS, or who have been determined eligible by operation of law, and who is maintained as such in the DDS’s individual data base.
- (y) **Quality Service Review (QSR)** – An assessment to determine the quality of service delivered by qualified providers and a personal outcome review to assess individual Participant’s satisfaction with services and supports.
- (z) **Regional Resource Administrator** – The supervisory person of DDS Resource Managers in DDS Regional Resource Administration division.
- (aa) **Rent Subsidy** – Financial assistance to meet the housing costs attributable to the rental of a community-based residence. Assistance is provided in accordance with the DDS’ Community Based Housing Subsidy Program Procedure, I.C.PR.002, for those costs normally attributable to 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.
- (bb) **Resource Administration** – The division of DDS that has administrative oversight responsibilities for Contractors. Responsibilities include managing CSAs and related budgets, as well as ensuring quality services and contract compliance.
- (cc) **Resource Manager** – A staff member in the DDS Resource Administration unit who provides contract administration for assigned Contractors.
- (dd) **Respite Services** – Temporary care of a Participant to provide a rest or period of relief for the primary caregiver. Services include recruitment, hiring and training of respite workers, providing supervision and matching services to families who need respite, and allocating funding to allow Participants served under this Contract to attend summer camp.
- (ee) **Self -Determination** – An approach to service delivery for Participants to 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. It 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 choice and control over life decisions. Self-directed supports are provided in the person’s own home, family home, or other home in the community.
- (ff) **Sheltered Workshop (SHE)** – Service in a segregated facility where a Participant is supervised in producing goods or performing services under this Contract to third parties. A Participant is paid at a wage that is commensurate with workers who do not have a disability for essentially the same

**[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
Department of Developmental Services
Residential and Day Services
(effective 7/1/2011)]**

type, quality, and quantity of work in accordance with the Connecticut Department of Labor and U.S. Department of Labor regulations.

- (gg) **Special Identification Code (SID)** – A number used to uniquely define appropriation budgets by tying an accounting transaction back to the appropriations act 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.

2. Residential Services.

(a) Community Living Arrangements.

- 1) Community Living Arrangements (CLAs) are licensed by the 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.
- 2) A CLA should be a reflection of the DDS Mission. As such, a CLA creates an atmosphere where Participants are involved in their communities; where relationships with persons other than service providers are encouraged and nurtured; where skills develop to their maximum potential; and Participants are supported to make choices. As Participants gain skills and competencies in order to become more independent, the amount of support they receive should be assessed and adjusted accordingly. Some Participants may choose to leave the CLA for other types of residential supports.
- 3) Under the CLA Program, the Contractor is responsible for the following:
 - A. Maintaining a clean, safe, orderly, well-maintained, furnished, personalized home that blends well with other homes in the neighborhood. The home needs to reflect the Participant's preferences and cultural background.
 - B. Maintaining a home that is well supplied with food, cleaning supplies and personal hygiene items.
 - C. Maintaining a home where interpersonal interactions are pleasant and respectful.
 - D. Maintaining a staff level that is adequate to ensure safety, active programming and competency in communicating with the people living in the home.
 - E. Maintaining a home, which strongly promotes independence and incidental learning opportunities for the Participants.
 - F. Providing supports to Participants that allow people to be clean, well dressed, well groomed and live a healthy lifestyle.
 - G. Forwarding the IP and required documentation in a timely manner to case managers and others in accordance with the IP procedures.

[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
Department of Developmental Services
Residential and Day Services
(effective 7/1/2011)

- H. Maintaining documentation of the daily service to the Participant. Maintaining documentation related to the implementation of the outcomes/goals/objectives as specified in the Participant's IP. Failure to demonstrate proper documentation will result in a denial of reimbursement for the identified dates.
 - I. Maintaining documentation of each Participant's personal funds in accordance with generally accepted accounting principles and adherence to DDS Policy.
 - J. Providing Participants with the opportunity to participate in individualized and/or small group activities in the community.
 - K. Submitting a Residential Notice of Opportunity form to the Resource Managers when a vacancy occurs.
- (b) **Continuous Residential Supports (CRS); Non-licensed Settings.**
- 1) CRS is a non-licensed setting other than a family home. A CRS setting must have readily available third shift staff awake or asleep, have supports available throughout non-work hours though some time alone as approved by the team would be allowed and may have some individuals that require less support but live in the setting where the supports are provided.
 - 2) CRS assists with the acquisition, improvement and/or retention of skills and provides the necessary support to achieve personal outcomes that enhance a Participant's ability to live in their community as specified in the IP. Supports may include provision of instruction and training in one or more need areas to enhance the Participant's ability to access and use the community; implement strategies to address behavioral, medical or other needs identified in the IP; implement all therapeutic recommendations including Speech, Occupational Therapy, Physical Therapy, and assist in following special diets and other therapeutic routines; mobility training or travel training; adaptive communication training; training or practice in basic consumer skills such as shopping or banking; and assisting the Participant with personal care activities as needed.
 - 3) **Operational Guidelines.**
 - A. The Participant will hold the lease (if any) to their home.
 - B. Paid staff supports should not supplant non-paid supports provided by family, friends, and the community.
 - C. Participants should have a choice regarding with whom they live and where they live within reasonable socio-economic limits as determined by DDS budget and HUD guidelines.
 - 4) **Contractor's Responsibilities.** Under the CRS Program, the Contractor is responsible for the following:
 - A. Encourage and enable Participants to express themselves concerning the supports they receive.

[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
Department of Developmental Services
Residential and Day Services
(effective 7/1/2011)]

- B.** Adhere to all DDS policies, procedures and directives relating to the IP, health and safety, and any other applicable policies, procedures and directives.
- C.** Assist Participants capable of competitive employment with job searching.
- D.** Assist Participants in obtaining the best possible health and access to health care services.
- E.** Maintain a flexible approach to supports based on individualized needs.
- F.** Assist Participants with applying for and maintaining benefits, as well as money management.
- G.** Assist Participants with transportation in order to access community services.
- H.** Shall maintain an arm's length relationship between other contracting parties including but not limited to real estate procurement except where prior authorization of the Commissioner or designee is secured in advance.
- I.** Housing:
 - 1)** Assist Participant to locate and move to his or her own home.
 - 2)** Complete property inspections in accordance with DDS guidelines.
 - 3)** Provide evidence of comparable properties, if required.
 - 4)** Process DDS Rent Subsidy application and monthly submission of income verification, if necessary.
 - 5)** Will not have ownership or any financial interest in the Participant's home without prior written authorization of the Commissioner or designee.
 - 6)** Apply for HUD rent subsidy on a regular basis to replace DDS rent subsidy and other benefits for which the Participant may be entitled.
- J.** Investigate and secure third party funding and/or other types of supports where and when appropriate and possible.
- K.** Actively participate in the IP planning process and complete all required reports and assessments on a timely basis.
- L.** Provide information to the case manager 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 hours for all DDS participants.
- M.** Complete or assist the Participant to obtain any assessments, evaluations, or reports for which they are responsible and submit them to the case manager at least 14 days before the IP meeting.
- N.** Develop and implement specific plans as identified in the Participant's IP, including teaching strategies, programs, guidelines, protocols.

**[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
Department of Developmental Services
Residential and Day Services
(effective 7/1/2011)]**

- O. Written reviews on progress made on assigned goals will be submitted to the case manager prior to the annual meeting and six months after the IP on forms issued by DDS.
 - P. Maintain documentation of the daily services to the Participant. Maintain documentation related to the implementation of the outcomes/goals/objectives as specified in the Participant's IP. Failure to demonstrate proper documentation will result in a denial of reimbursement for the identified dates.
 - Q. Communicate to DDS any and all immediate threats to public safety or the supported Participant.
 - R. Submit the following information to the Region by the 10th of each month to comply with rent subsidy verification and to receive timely payments:
 - 1) Verification of wage (copies of pay stubs);
 - 2) Copies of all entitlement checks from the United States Department of Social Security Administration and the CT Department of Social Services;
 - 3) Utility verification (copies of utility bills); and
 - 4) Other costs (insurance payments, policies).
 - S. Develop 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.
 - T. Evaluate, assess, develop and provide the supports to be provided by the Contractor on the anticipated or stated need of each individual Participant accepted into the Contractor's program. The Contractor will meet the person and review the current IP and all available assessments. The Contractor will also participate in all transitional activities as required to facilitate a successful move.
- 5) **DDS' Responsibilities.** DDS shall:
- A. Identify CRS Participants for the Contractor;
 - B. Provide DDS housing subsidies dependent on appropriateness and availability of funds;
 - C. Approve the housing;
 - D. Arrange for property inspections;
 - E. Verify computed amount of rent subsidy to be received, if applicable; and
 - F. Provide technical assistance.
- (c) **Community Training Home Support Services (CTH).** CTH is licensed by the DDS to provide Participants with residential supports in a family setting. A CTH family provider 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,

[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
Department of Developmental Services
Residential and Day Services
(effective 7/1/2011)]

eating and the preparation of food, and the social and adaptive skills necessary to enable the Participant to reside in a non-institutional setting.

- 1) Contractor's Responsibilities.** Under the CTH Program, the Contractor is responsible for the following:
 - A.** Advertise, recruit, develop and maintain license of community training home providers, as directed by the Region.
 - B.** Conduct initial training for all new applicants providing supports in a CTH setting prior to initial DDS licensing.
 - C.** Insure follow up training is completed as needed for annual relicensing and as needed to meet Participant needs.
 - D.** Attend and participate in transition meeting and transition activities.
 - E.** Insure the Participant's benefits are in place: this includes, but is not limited to, ongoing reviews of entitlements and assistance in redeterminations of entitlements.
 - F.** Insure the Participant's belongings are moved upon admission or discharge to the CTH as directed by the DDS CTH Coordinator.
 - G.** Insure all documentation regarding the participant such as medical and financial records are moved upon admission or discharge to the CTH as directed by the DDS CTH Coordinator.
 - H.** Coordinate transportation in cooperation with DDS and CTH family provider.
 - I.** Attend and participate in the IP planning process and quarterly meetings.
 - J.** Provide to the DDS case manager a report on each placed Participant in advance of each review meetings or IP that outlines progress on goals and issues needing the review and attention of the Participant's team.
 - K.** Assist the CTH family provider with the development and implementation of specific service plans.
 - L.** Be responsible for attending PRC and/or HRC meetings, as necessary. Prepare and submit the identified DDS forms and documentation regarding a Participant's behavior treatment plan and/or behavior modifying medications within the established timelines identified by the committee.
 - M.** Provide Nurse Consulting/health care oversight services and periodic reviews of health needs as identified in the IP for a total of up to 6 hours annually for each Participant through appropriately licensed personnel or entities.
 - N.** Provide Behavioral Consulting services and periodic reviews of behavioral needs as identified in the IP for a total of up to six (6) hours annually for each Participant.

[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
Department of Developmental Services
Residential and Day Services
(effective 7/1/2011)]

- O. Assist CTH family providers in plans of correction to address licensing deficiencies and ensure the implementation of the plan of correction. Work collaboratively with the DDS case manager/IDT to implement the plans of correction.
 - P. Insure that the homes maintain all records required pursuant to licensure regulation, or as may be reasonably required by the DDS, including, but not limited to a log of all personal incidents affecting the Participant, community activities of the Participant, all absences from the 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.
 - Q. Notify DDS' CTH Coordinator or designee by the 5th of each month of all overnight absences in the previous calendar month for each Participant on their contract.
 - R. Insure that all legal rights of the Participants are protected and safeguarded.
 - S. Insure alternative placement for the Participants in the event of an emergency or if the current Community Training Home is no longer an appropriate setting.
 - T. Provide documented monthly visits to each CTH family provider.
 - U. Insure completion of Incident Reports and notification of case managers of all the Participant incidents.
 - V. Adhere to the DDS Critical Incident reporting procedure.
 - W. Assist and cooperate with abuse and neglect investigations, attend and participate in any administrative hearings as well as follow-up on recommendations from investigations, special concerns and protective service plans.
 - X. Adherence to all Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, requirements and assist reach CTH family provider to do the same.
 - Y. Notify DDS of any changes with the CTH family provider that could impact their licensing status (i.e. new occupants, health status, or arrest). The agency will complete a criminal record check for new occupants. An addendum to the initial analysis of the feasibility of the home must be completed for all new occupants in the CTH. 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 provide substantive information so that the DDS CTH coordinator can fully understand the occupant's impact on the functioning of the home.
- 2) **DDS Responsibilities.**
- A. Provide necessary care management services for each Participant participating in the program.
 - B. Assist the provider to identify an alternative residential setting if, for any reason, the Community Training Home model is no longer appropriate.

**[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
Department of Developmental Services
Residential and Day Services
(effective 7/1/2011)]**

- C. Consultation will be provided to the Contractor by the DDS Quality Assurance Division, Licensing Division and the DDS CTH Coordinators in matters pertaining to the initial licensing and continued operation of the CTH family providers they support.
- (d) **Individualized Home Supports (IHS).** IHS assists with the acquisition, improvement and/or retention of skills and provides the necessary supports to achieve personal outcomes that enhance a Participant's ability to live in their community as specified in the IP. Supports may include provision of instruction and training in one or more need areas to enhance the Participant's ability to access and use the community; implement strategies to address behavioral, medical or other needs identified in the IP; implement all therapeutic recommendations including Speech, Occupational Therapy, Physical Therapy, and assist in following special diets and other therapeutic routines; mobility training or travel training; adaptive communication training; training or practice in basic consumer skills such as shopping or banking; and assisting the Participant with personal care activities as needed.
- 1) **Operational Guidelines.**
 - A. The Participant will hold the lease (if any) to his/her home.
 - B. Paid staff supports should not supplant non-paid supports provided by family, friends, and the community.
 - C. Participants should have a choice regarding with whom they live and where they live within reasonable socio-economic limits as determined by the DDS's budget and HUD rental guidelines.
 - 2) **Contractor's Responsibilities.** Under the IHS Program, the Contractor is responsible for the following:
 - A. Encourage and enable Participants to communicate all concerns regarding the supports they receive.
 - B. Adhere to all DDS policies, procedures and directives relating to the IP, health and safety, and any other applicable policies, procedures and directives.
 - C. Assist Participants capable of competitive employment with job searching.
 - D. Assist Participants in obtaining the best possible health and access to health care services.
 - E. Maintain a flexible approach to supports based on individualized needs.
 - F. Assist Participants with applying for and maintaining benefits, as well as money management.
 - G. Assist Participants with transportation in order to access community services.

[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
Department of Developmental Services
Residential and Day Services
(effective 7/1/2011)]

- H.** Shall maintain an arm's length relationship between other contracting parties including but not limited to real estate procurement except where prior authorization of the Commissioner or designee is secured in advance.
- I.** Relative to housing:
 - 1)** Assist Participant to locate and move to his or her own home;
 - 2)** Complete property inspections in accordance with DDS guidelines;
 - 3)** Provide evidence of comparable properties, if required;
 - 4)** Process DDS Rent Subsidy applications and monthly submission of income verification, if necessary;
 - 5)** Will not have ownership or any financial interest in the Participant's home without prior written authorization of the Commissioner or designee; and/or
 - 6)** Assist the Participant to apply for HUD rent subsidy on a regular basis to replace DDS rent subsidy and other benefits for which the Participant may be entitled.
- J.** Investigate and secure third party funding and/or other types of supports where and when appropriate and possible.
- K.** Actively participate in the IP planning process and complete all required reports and assessments on a timely basis.
- L.** Provide information to the case manager 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 hours for all DDS Participants.
- M.** Complete or assist the Participant to obtain any assessments, evaluations, or reports for which they are responsible and submit them to the case manager at least fourteen (14) days before the IP planning meeting.
- N.** Develop and implement specific plans as identified in the person's IP, including teaching strategies, programs, guidelines, and protocols.
- O.** Written reviews on progress made on assigned goals will be submitted to the case manager prior to the annual meeting and six (6) months after the IP on forms issued by the DDS.
- P.** Maintain documentation by the staff providing the service that includes at a minimum: the date of the service, the start time and end time of the service, a description of the activities related to outcomes/goals/objectives, care or transportation provided to the Participant, and the signature of the person providing the service. Failure to demonstrate proper documentation will result in a denial of reimbursement for the identified dates and/or hours of supports.
- Q.** Communicate to the DDS Case Manager and the Resource Administrator any and all immediate threats to public safety or the supported Participant.
- R.** Submit the following information to the Region by the 10th of each month to comply with rent subsidy verification and to receive timely payments:
 - 1)** Verification of wage (copies of pay stubs);

[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
Department of Developmental Services
Residential and Day Services
(effective 7/1/2011)

- 2) Copies of entitlement checks from the United States Department of Social Security Administration and the CT Department of Social Services;
 - 3) Utility verification (copies of utility bills); and
 - 4) Other costs (insurance payments, policies).
- S. Develop 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.
- T. Evaluate, assess, develop and provide the supports to be provided by the Contractor on the anticipated or stated need of each individual Participant accepted into the Contractor's program. The Contractor will meet with the Participant and review the current IP and all available assessments. The Contractor will also participate in all transitional activities as required to facilitate a successful move.

3. Day Services.

- (a) **Individual Supported Employment (ISE).** Intensive, ongoing supports that enable Participants, for whom competitive employment at or above the minimum wage is unlikely absent the provision of supports, and who because of their disabilities, need supports to perform in a regular work setting.
- 1) Supported employment may include:
 - A. assisting the Participant to locate a job or develop a job on behalf of the Participant in a variety of settings, particularly work sites where persons without disabilities are employed;
 - B. services and supports that assist the Participant in achieving self-employment through the operation of a business;
 - C. activities needed to sustain paid work by the Participant, including supervision and training;
 - D. 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. supports that vary in the intensity of initial job development, intensive training, and decreasing periodic monitoring; and/or
 - F. at a minimum, twice monthly contact with the Participant 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.

[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
Department of Developmental Services
Residential and Day Services
(effective 7/1/2011)]

- (b) **Group Supported Employment (GSE).** A supported employment situation in a competitive employment environment in which a group of Participants are working at a particular work setting. The Participants may be dispersed throughout the worksite:
- 1) among workers without disabilities;
 - 2) congregated as a group in one part of the worksite; or
 - 3) part of a Mobile Work Crew.
- (c) **Day Support Options (DSO).** 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 and skills to use in daily interactions; the development of work skills; opportunities to earn money; opportunities to participate in community activities.
- (d) **Sheltered Workshop (SHE).** Service in a segregated facility where a Participant is supervised in producing goods or performing services under this Contract to third parties. A Participant is paid at a wage that is commensurate with workers who do not have a disability for essentially the same type, quality, and quantity of work in accordance with the Connecticut Department and U.S. Department of Labor regulations.
- (e) **Individualized Day Support (IDS).** 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 is broken down into three categories, non-vocational, vocational and retirement. Non-vocational and Vocation individualized day supports cannot be provided in or from a facility-based day program. Individualized Day Retirement program may be provided in the home in accordance with the participant's individual plan. This service may not be provided at the same time as GSE, DSO, SHE, Individual Supported Employment, Respite, Personal Support, Adult Companion, or Individualized Home Supports.
- (f) **Day Services Requirements**
- 1) Group Day programs will provide a minimum programming of five and a half (5½) hours/day, five (5) days/week, excluding transportation. Participants may attend a program for fewer hours than the standard day only if the IP documents the need for a reduced day.
 - 2) Individualized day program hours will 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) Unless fewer days are agreed upon by the Regional Resource Administrator, the Contractor will 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.

[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
Department of Developmental Services
Residential and Day Services
(effective 7/1/2011)]

- 4) The Contractor will maintain or attain one hundred percent (100%) Active Treatment in their area(s) of responsibility for Participants living in ICF. An annual Vocational Evaluations for participants in the Contractor's day program that live in ICF facilities must be submitted to the ICF Administrator two (2) weeks prior to the scheduled IP meeting.
 - 5) The Contractor shall submit to DDS' Resource Administrator and each Participant's residence by July 10th for each year of this Contract, a calendar of operation from July 1 to June 30, which indicates holidays, training days, and all other planned closings. A request for additional non-program days will be submitted to the Resource Administrator a minimum of four (4) weeks prior to the actual date. Once the approval is obtained, the Contractor will inform all residential services affected at least three (3) weeks prior to the actual day.
 - 6) The Contractor will insure 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 and available for review.
 - 7) Participants in employment programs will receive all fringe benefits received by other employees at the same job site including holidays, sick and vacation time. Full-time GSE Participants will receive a minimum of five (5) paid vacation days annually. Paid sick days and vacation days will be documented and available for review by DDS staff.
 - 8) Supported Employment Participants who are temporarily displaced, laid off, or fired will 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 will notify the Department 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.
 - 9) 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 IDT. 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 the DDS Resource Administration, the Contractor shall provide one or more additional services which may be funded under the following provisions. Based on availability of funds budgeted through this Contract and the DDS's determination of need and/or specific directives, the 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, 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.

[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
Department of Developmental Services
Residential and Day Services
(effective 7/1/2011)

- (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 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 CT 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 thirty (30) calendar days' payment in accordance with Regs. Conn. Agencies §17a-230-4. It is considered the last month's funding for the CLA and must be carried on the books as a liability. The cash advance will be recouped should the CLA cease operation.
- (e) **Community Training Home Development.** One-time, non-annualized funds may be disbursed to recruit and develop private family homes as a CTH licensed pursuant to C.G.S. §17a-227 in which three or fewer adults, children with intellectual disabilities or autism reside.
- (f) **Respite.** Respite supports and services to families or primary caregivers of Participants served by the DDS so that they receive temporary relief from ongoing care-giving responsibilities.
- (g) **Start-up Funding.** One-time, non-annualized funds for starting up of 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 for no more than the cost of up to 45 days of service as calculated on the annualized contract amount. 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) **Other Supports and Services.** Supports, services or Contractor's costs consistent with its statutory authority.

B. CONTRACTOR REQUIREMENTS

1. At the execution of the Contract, the Contractor shall provide to the Regional Resource Administrator a description of the specific program supports and services to be provided. The description shall include, but not be limited to the program goal(s), number of Participants, location, support services, staffing and time frames.
 - (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 the 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 the DDS or with prior approval of DDS another form of self assessment

**[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
 Department of Developmental Services
 Residential and Day Services
 (effective 7/1/2011)]**

used by the Contractor for national accreditation and should include a cultural competency component.

- 3) Contractor shall submit regular reports on the status of the Continuous Quality Improvement Plan implementation in the form and manner prescribed 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 following outcomes 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 the department.

Contracted Programs with Residential Services

Outcomes	Measures
1. Participant needs are addressed in the person's place of residence.	100% of the Participants living in a CLA, CTH, IHS or receiving Continuous Residential Supports have a current IP that is being implemented at his or her residence.
2. Participants live in environments that are maintained in a safe and sanitary manner.	100% of the Participants living in a CLA, CTH, IHS or receiving Continuous Residential Supports have a home that is maintained in safe and sanitary repair. Any structural damage or unsanitary conditions have been reported and are being addressed.
3. Participant medical needs are addressed in a prompt and adequate manner.	100% of the Participants living in a CLA, CTH, IHS or receiving Continuous Residential Supports receive adequate medical treatment as indicated by the physician and dentist, including periodic checkups and prompt treatment of any acute illness, injury or symptoms or over medication.

Contracted Programs with Day Services

Program Type	Outcomes	Measures
1. ISE	Participants have jobs in the community	At least ____% of Participants will be gainfully employed in a community setting a minimum of 20 hours a week.
2. GSE	Participants have jobs in the community	At least ____% of Participants will be gainfully employed in a community setting a minimum of 20 hours a week.
3. SHE	Participants have work and receive compensation	At least ____% of Participants engage in compensated work a minimum of 20 hours a week.
4. DSO	Participants' individual needs are being addressed in their day program	100 % of Participants have a current IP that is being implemented at his/her day program (site or provider).

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.

[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
Department of Developmental Services
Residential and Day Services
(effective 7/1/2011)]

- (b) **Authorized Services.** 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 IDT. 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 Department; a program free from abuse and neglect; the use of restraints and psychotropic medications will be limited to the DDS Policy, staff are hired according to the DDS policy regarding employment practices, and will adhere to the Participant's program, goals and objectives in the IP.
- (d) **Control of Resources.** The 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.
- (e) **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 cannot provide a Participant with day or residential supports for which monies are expected from the DDS or will be expected at a later date without receiving the necessary authorization from the DDS' Regional Resource Administrator. 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(f)(8)**) for no more than five program days in a quarter. A temporary change longer than five program days in a quarter will require approval from the IDT and Regional Resource Administrator. If this requires an increase in funding or a rate change, approval from the PRAT is required.
- (f) **Permanent Transfers.** Prior approval by PRAT and a new CSA is required to permanently transfer a Participant from one residential setting to another.
- (g) **Agency Contact.** The Contractor shall establish a single emergency contact point for hours outside of the normal business operating hours. Contractor will notify the DDS's 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 the DDS' Website. Contractor will notify the DDS' Regional Resource Manager of any changes regarding E-mail addresses within five (5) business days.
- (h) **Staffing Patterns.** Staffing patterns must conform to the staffing schedules submitted with the OP. A generalized, sample weekly schedule of the program's staffing pattern must be presented to the Regional Resource Manager for each year of the Contract. A revised schedule must be sent whenever there is a permanent change to the staffing pattern during the contract period. Proposed changes from this pattern must be approved by DDS prior to its implementation.
- (i) **Discharge and Suspensions.** No Participant will be discharged or suspended from a program without the review of an IDT meeting and approval of the Regional Administration.
- (j) **Participant Change in Program.** Any changes to the type and/or hours of supports provided to the Participant other than those detailed in this contract requires a revised CSA.

[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
Department of Developmental Services
Residential and Day Services
(effective 7/1/2011)]

- (k) **Participation at Meetings.** All qualified providers shall participate in quality and financial meetings with DDS.
- (l) **Site Approval.** The Contractor agrees that any program site shall be reviewed and approved by the DDS prior to being purchased or leased.
- (m) **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: IP, Medication, HIPAA, Bloodborne Pathogens, First Aid, CPR, the DDS' Mission, and Principles of Active Treatment, Abuse/Neglect Prevention, Sexual Abuse Prevention, and Behavioral supports based on the needs of the Participants. Contractors of licensed facilities will conform to the DDS' residential training requirements. The Contractor will have sufficient certified staff to administer medication to meet the needs of the Participants. Training documentation shall be available to DDS upon request. Documentation to include a complete listing of current staff working in DDS funded programs, status of training in the preceding areas, the most recent date of training/certification, expiration date, and anticipated date of renewal if known.
 - 2) The Contractor agrees that its employees shall participate in any orientation or training that is required by the Contract 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.
 - 3) 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 training.
- (n) **Incident and Investigation Reporting.** The Contractor agrees to report to the 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 policies and procedures within prescribed time frames.
- 1) Unusual incidents or occurrences affecting a person being supported by the Contractor shall be reported to the Regional Designee in accordance to the 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 to the 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, Missing Persons, Medication Errors and Restraints shall be documented using procedures and forms provided by DDS and copies of said documentation will be forwarded to the DDS Regional Office.
 - 3) The Contractor agrees to investigate all suspected abuse and neglect incidents unless directed otherwise by the DDS, prepare a written report of the investigator(s) findings and submit a copy of the report to the DDS.

[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
Department of Developmental Services
Residential and Day Services
(effective 7/1/2011)]

- (o) **IDT.**
- 1) The Contractor agrees to participate as a member of the Participant's IDT as required, and to assist in the development of the IP for each Participant authorized for funding.
 - 2) A revised CSA with the approval of the Participant and the IDT is required 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.
- (p) **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. If a Contractor participates in external certification programs, a copy of any evaluation results must be made available to DDS upon request.
- (q) **Entitlement Changes.** The Contractor must notify the DDS' Case Manager or Case Management Supervisor in writing of entitlement changes. Receipt of lump sum payments for any reason, and loans from the Contractor and repayment schedule must be communicated in writing to the DDS Case Manager or Case Management Supervisor annually.
- (r) **Access to Records.** Contractor shall make available original or copies of original 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.
- (s) **Related Party Disclosure.** The Contractor shall comply with the related party (as defined in **Part II, Section C, Subsection 6** of this Contract) disclosure and reporting and allowable cost principles established by the DDS. Whenever costs are incurred between related parties, allowable costs shall be defined as and limited to the 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 the DDS) and the unallowable portion excluded in the appropriate section of the cost report.
- (t) **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.
- (u) **Equipment.** The 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)**. The 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:

**[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
 Department of Developmental Services
 Residential and Day Services
 (effective 7/1/2011)]**

- 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 \$2500.00 for DDS funded programs are subject to recoupment as determined by DDS.
- (v) **Personal Funds.** The Contractor will account for all receipts and disbursements in an individual accounting ledger for any Participant for whom the Contractor manages personal funds.
- (w) **Principal of the Entity.** Business entities that do not have an “Executive Director,” or readily known analogous position, must submit to 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 the 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 the DDS of the lead principal, all principals will be individually subject to the state laws governing the classification of Executive Director.

C. PROGRAM REPORTING REQUIREMENTS

1. **Monthly Reports of Attendance.** The Contractor shall submit web-based per diem attendance reports to the DDS by the 5th day of each month following the performance of services for applicable programs.
2. **Admission and Discharge Reports.** The Contractor shall report to the DDS each admission and discharge, and such other routine information as may be required by the DDS. Such reports shall be in the form prescribed by the DDS.
3. **Residential Required Reports.** The Contractor shall make and file with the DDS the following reports and provide the indicated documentation according to the following schedule:

Report/ Documentation	Due	Submit To
Monthly		
(1) Residential attendance	Fifth of each month	Central Office
(2) Rent Subsidy Documentation	Tenth of each month	DDS Staff
Bi-Annually		
Staff Training	July 10, January 10	Regional Designee
Annually		
(1) Staffing Schedules	July 10	DDS Staff
(2) Eight Month Expense Report (DDS Form)	March 31	DDS Staff
(3) Initial Operational Plan (DDS Form)	May 1	DDS Staff
(4) Summary of Budget (DDS Form) <i>(only Contractors that do not file OP Plan)</i>	May 15	DDS Staff
(5) Final Operational Plan (DDS Form)	July 15	DDS Staff
(6) End Of Year Expense Report (DDS Form) <i>(only Contractors that do not file Annual Reports)</i>	October 15	DDS Staff
(7) Insurance Certificate	upon renewal of policy	DDS Staff
(8) Annual Report (DDS Form)	October 15	Craig J Lubitski

**[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
 Department of Developmental Services
 Residential and Day Services
 (effective 7/1/2011)]**

<u>Upon Occurrence</u>		
(1) Participant Incident Reports	Twenty-four (24) hours after incident	Regional Designee
(2) All Staff Vacancies, Role or location changes	When Vacant	Regional Designee
(3) Residential Notice of Opportunity	When Vacant	Regional Designee

4. **Day Reporting Requirements.** The Contractor shall make and file with DDS the following reports and provide the indicated documentation according to the following schedule:

<u>Report/Documentation</u>	<u>Due</u>	<u>Submit to</u>
<u>Bi-Annually</u>		
(1) GSE locations	July 10, January 10	Regional Designee
(2) Staff Training	July 10, January 10	Regional Designee
<u>Annually</u>		
(1) Calendar of Operations	July 10	DDS Staff & Participant's Residence
(2) Staffing Schedules	July 10	DDS Staff
(3) Eight Month Expense Report (DDS Form)	March 31	DDS Staff
(4) Initial Operational Plan (DDS Form)	May 1	DDS Staff
(5) Summary of Budget (DDS Form) <i>(only Contractors that do <u>not</u> file OP)</i>	May 1	DDS Staff
(6) Final Operational Plan (DDS Form)	July 15	DDS Staff
(7) End of Year Expense Report (DDS Form) <i>(only Contractors that do <u>not</u> file Annual Reports)</i>	October 15	DDS Staff
(8) Insurance Certificate	upon renewal of policy	DDS Staff
(9) Annual Report (DDS Form)	October 15	Craig J Lubitski

D. FISCAL

1. **Residential Payments.** The DDS shall reimburse monthly, by retrospective payment. Payments for Residential programs (CLA, CTH, IHS and CRS) will be based on one twelfth (1/12) of an approved annualized CSA. Monthly payments will be made for all CSAs in which at least one unit of support was provided to the Participant in the given month and only after the DDS' receipt and approval of required reports. For CLA and CRS settings, a unit is defined as receiving supports for at least one overnight stay in the residence. For an IHS and CTH setting, a unit is defined as the Participant received at least fifteen (15) minutes of support in their own home.

2. **Day Payments.** DDS shall make retrospective payments on a monthly basis. Payment for Group Day Programs (GSE, DSO and SHE), 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 the DDS' receipt and approval of required reports.

(a) Contractors of Group Day Programs will be paid on a per diem basis for each Participant.

1) A "Day of Service" is defined as five (5) hours and thirty (30) minutes.

2) A Contractor may bill for each day that supports are provided to the Participant.

[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
Department of Developmental Services
Residential and Day Services
(effective 7/1/2011)]

- 3) A Participant will be considered in attendance if supports have been provided for at least two (2) hours and forty-six (46) minutes and a full day of services was available.
 - 4) In the event of an early closure due to inclement weather or an emergency incident, the Contractor may bill for a full day of attendance provided the Participant received supports for at least two (2) hours and forty-six (46) minutes.
 - 5) A program may reduce hours for staff training or other reasons approved by the region. The Contractor may bill for a full day of attendance provided the Participant received supports for at least two (2) hours and forty-six (46) minutes. Billings for such reductions are limited to no more than two (2) days per fiscal year.
- (b) Contractors of ISE and IDS will be paid for each hour of support provided to the Participant.
3. **Maximum Financial Commitment.** The DDS shall reimburse a Contractor the lesser of the maximum financial commitment or the total of all CSAs. Any increase or decrease to the maximum financial commitment of the Contract will require an amendment to the Contract.
 4. **Expenditures.** The Contractor agrees to maintain a separate cost center for each type of program specified 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 the 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. **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 fifteen percent (15%) 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.
 6. **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 2, Section C (5).
 - (a) Contractors 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 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.

[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
Department of Developmental Services
Residential and Day Services
(effective 7/1/2011)

- 2) 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.
- (b) 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 the 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).
- (c) 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.
- (d) The Commissioner of DDS may waive imposition of the penalty if 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 Commissioner or designee will respond within fourteen (14) business days to a provider request for a waiver of penalty fees.
- (e) The end of the year recoupment of excess funding will be based on the submitted Financial Report. All records shall be available for review at a place and time determined by DDS or the CT Department of Social Services.

[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
Department of Developmental Services
Residential and Day Services
(effective 7/1/2011)

- (f) 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.

7. 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 will 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 will 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) The DDS will recoup at a one hundred percent (100%) 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 CTH Supports) pursuant to this Contract.
- b) The excess compensation from one specific DDS program (Day, CLA, IHS and CRS, and CTH Supports) may be applied against negative expense variances in other programs (Day, CLA, IHS and CRS, and CTH Supports.)

[Part I: Scope of Services, Contract Performance, Budget, Reports, and Other Program-Specific Provisions
Department of Developmental Services
Residential and Day Services
(effective 7/1/2011)]

Contractor Name
 Contract Number
 FEIN

Contract Period
 Base/Amendment
 Effective Date

CONTRACT BUDGET SUMMARY

Day Services Program	SID	Maximum Financial Compensation
1. Day Support Options (includes Individual Day Non-Vocational)		
2. Group Employment (includes Individual Day-Vocational)		
3. Individual Supported Employment		
4. Sheltered Employment		
5. Other Supports and Services		
TOTAL MAXIMUM :		
Residential Services Program		
1. Community Living Arrangements		
2. Cash Advance		
3. Community Training Home (includes CTH Development)		
4. Individualized Home Supports		
5. Continuous Residential Supports		
6. Respite Service		
7. Other Supports and Services		
TOTAL MAXIMUM :		
TOTAL CONTRACT MAXIMUM FINANCIAL COMPENSATION		

System Code Number