

Draft Changes to the FY2022-25 POS Contract

*Please note that the text in this document is currently being reviewed by the Office of Attorney General and may be subject to revision.

CLA and CRS

Requiring all participants living in a provider-owned or controlled residential setting to sign a lease, residency agreement or other form of written agreement that provides protections that address eviction processes and appeals comparable to those provided under the Connecticut Landlord/Tenant Act by March 17, 2023.

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

IHS

Assistive technology should be utilized, whenever applicable, to enhance a participant's independence.

Documenting supports provided to participants in the State sponsored Electronic Visit Verification system (EVV) for all units of service provided by staff to include the date of the service, and the start and end time of the service.

Day

Group Day programs, such as Day Support Options, Group Supported Employment, Prevocational Services, Transition Services and Adult Day Health will 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. Individuals 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 due to documented transportation conflicts on a scheduled basis must attend a minimum of five hours per day and receive prior approval of the PST.

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

General Contract Requirement Changes

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. 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 will 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(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 PST and Regional Resource Administrator. If this requires an increase in funding or a rate change, approval from the PRAT is required.

Staffing Supports – Supports may be provided to a Participants either direct face to face contact or through virtual supports with the approval of the PST.

Subcontracting Nursing Services- Contractor may subcontract their nursing services to a Nursing Service to provide the health administration and oversight of the individuals 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 December 31, 2021, the Contractor may only subcontract with nursing services that have been qualified by DDS.

Suspensions - Participants may be temporarily suspended from a day program with prior notice to the guardian, parent and residential provider. Participants cannot be suspended from the day program for more than two (2) days in a six (6) months period without the review and approval of the PST and case manager.

Discharge- Contractors may not discharge a participant without providing the 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.

Investigations- The contractor will have an adequate number of staff who have completed the DDS Investigator Training in order to complete abuse/neglect investigations within the required time frames established by DDS.

Investigations - The contractor agrees to hire a private investigator for any abuse/neglect accusations in which the alleged perpetrator is the owner, partner, shareholder, executive director or equivalent position, member of the Board of Directors or immediate relative

thereof. The complete investigation should be presented simultaneously to both the agency and the DDS Director of Investigations.

Criminal Conviction Notification – The contractor will notify the 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.

Connecticut Medical Assistance Program - Contractors are required to obtain and maintain enrollment in the Connecticut Medical Assistance Program across all programs contracted with DDS.

Bridge Funding Payment. DDS reimburses contractors on a monthly basis for the actual attendance for a previous month. The Contract 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 will be deducted from the provider's last payment.

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 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.