

## Provider Agreement Number 2: Behavior Management Services

State of Connecticut Department of Children and Families  
505 Hudson Street  
Hartford, CT 06106  
(herein after "the Department")

enters into an agreement with

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(herein after "the Provider")

for the provision of **Behavior Management Services** under the terms as identified below.

### A. Administrative Terms

1. Effective Date: This agreement is effective from the date of execution through \_\_\_\_\_.
2. Termination of Agreement: The Department or Provider may terminate this agreement with written notice to the other party at any time.
3. Regulatory Requirements: The Provider agrees to abide by all relevant Department regulations and policies and state and federal laws and regulations including all reporting requirements as specified by C.G.S. §17a-101 through §17a-103 and C.G.S. §46b-120 related to children; C.G.S. §46a-11b related to persons with mental retardation; and C.G.S. §17b-407 related to elderly persons.
4. Ethics: The Provider agrees to ensure that each individual providing services under this agreement operates ethically in accordance with the Provider's ethics policy and state ethics laws and, as appropriate, in compliance with all relevant Codes of Ethics, Professional Standards or Best Practice Guidelines of the profession(s) represented. The provisions of the state ethics statutes and the Code of Ethics, Professional Standards or Best Practice Guidelines of the professions supersede anything to the contrary contained in the policies of the Provider or the Provider's procedures and practices.
5. Utilization: This agreement does not constitute, in any way, a guarantee of utilization of the provider's services.
6. Confidentiality: The Provider will safeguard the use, publication, and disclosure of information on all clients who receive service under this agreement in accordance with all applicable federal and state laws regarding confidentiality and HIPAA. The Provider will seek the guidance of the Department prior to any disclosure of personally identifiable information.
7. Credentialing: The Provider will maintain written documentation confirming that each individual providing services under this agreement has and maintains the requisite credentials. Any change in status regarding any credentialing requirements must be reported in writing, by the Provider to the Department's Credentialing Contracted Agent, within thirty days.
8. Documentation: The Provider agrees to complete and submit all reports and other required documentation to Central Office and/or Area Office staff within the timeframe agreed upon at the start of service.
9. Payment for Services: The Department agrees to pay the Provider based on services requested by the Department and delivered by the Provider. All requests for services must be approved by Area Office

management. The payment mechanism shall be fee for service. Payment shall be made the month following the month of service and following receipt of the written assessment summary report and billing invoice by Child Welfare Accounting or authorized payer. All requests for payment shall include the client name, LINK ID number, the name of the staff that provided the service, the actual date each service was provided and hours of service provided on each date, the hourly and/or per diem rate (which cannot exceed the Department Discretionary Services Fee Schedule).

10. Fee Schedule: All services will be reimbursed according to the rates established by the Department. The Department's approved fee schedule is maintained at 505 Hudson Street, Hartford, CT. The approved fee schedule may be amended as the Department deems appropriate. The Provider will adhere to the rate and all stipulations in the Department's Discretionary Services Fee Schedule.
11. Recoupment of Payments: The Department reserves the right to recover any overpayments.
12. Monitoring and Review: The Provider agrees to allow access to the Department for purposes of monitoring and review. This access includes but is not limited to client records, fiscal records, staffing records, policy and procedural manuals, facilities, staff, and children in care of the Department. The Department will conduct quality reviews, which may include site-based quality review visits.
13. Third Party Contracts: The Provider is wholly responsible for ensuring that all provision of services performed under this agreement by third party contractors complies with all terms of this agreement. The Department reserves the right to bar any individual and/or entity from providing direct client services.
14. Physical Restraint: Physical restraint of any child or youth served under this agreement is prohibited.
15. Safety and Security: The Provider shall have a plan with clear procedures that present a consistent, coordinated approach for managing and reporting emergencies and urgent circumstances that may arise while providing services to help ensure the safety and security of the child or youth and other parties involved. The Provider will immediately notify the Department Area Office assigned staff during business hours and the Hotline after hours of any emergency or urgent circumstance. The Provider and its employees shall follow mandated reporting requirements for suspected child abuse and neglect.
16. Use of State Resources: The Provider may not utilize any state resources to market the services and/or program it offers.
17. Re-credentialing: The Provider must reapply for continued participation status once every two years from the initial approval date. The Credentialing Contracted Agent will collect up-to-date information on all required credentialing documents.
18. Credentialing Process: The full Credentialing process is governed by DCF Policy 31-12-12.3 which can be found under "Policy and Regulations" on the Department website: <http://www.ct.gov/dcf>.

## **B. Service Definition**

### **Behavior Management Services**

Behavior Management Services include the design and support of a behavior plan that will assist parents and caregivers, teachers and other service providers responsible for the care, teaching or supervision of a child or youth to work with the child or youth to decrease self-injurious, dangerous or disruptive behaviors and to increase adaptive behaviors. This service includes the observation of the child or youth at home, at a caregiver's home and/or in natural community settings; the preparation of a written behavior plan

designed to guide and improve a teacher or caregiver's ability to successfully manage the child's or youth's behavior and to teach and reinforce the development of social skills, adaptive skills, life skills and self-management strategies.

This service is intended as a component of a comprehensive treatment plan. Therefore, the individual providing this service is expected to collaborate with other service providers toward the implementation of the child's or youth's individual treatment plan.

### C. Credentialing Criteria

<b>Behavior Management Services</b>
<p><b>1. Qualifications.</b></p> <p>Individual must be a Board Certified Behavior Analyst (BCBA) <u>or</u> a Connecticut licensed behavioral health practitioner in good standing: Licensed Professional Counselor; Licensed Clinical Social Worker (CGS, Chapter 383b); Licensed Marriage and Family Therapist (CGS, Chapter 383 a); Licensed Alcohol and Drug Counselor (CGS, Chapter 376b); Licensed Psychologist (CGS, Chapter 383a); Licensed and Board Certified/Board Eligible (BC/BE) Psychiatrist.</p> <p>Interns: Individuals actively working toward a BCBA who have completed course requirements in an undergraduate program may provide Behavior Management Services under direct supervision of a Board Certified Behavior Analyst (BCBA) or a Connecticut licensed behavioral health practitioner in good standing.</p> <p>Specialty Areas: All specialty areas must be clearly delineated and supported by written documentation with a current curriculum vitae indicating applicable certifications, experience, training and education.</p>
<p>In order to be considered for credentialing, the curriculum vitae must indicate that the individual has the following experience and training:</p> <p><b>2. General Experience.</b></p> <p>A minimum of three (3) years experience with children and adolescents while working towards BCBA or post-BCBA <u>or</u> a minimum of three (3) years post graduate experience with children and adolescents relevant to the service to be provided. This direct work with children and adolescents and their families or caregivers must be within five years of submitting this credentialing application.</p> <p>Special Experience: A minimum of two years experience designing and supporting behavior plans.</p> <p>Substitution Allowed: If direct work experience is prior to five years of submitting this credentialing application, continuing presence and work in the field of child and adolescent behavior health/behavior management that may include ongoing supervision of staff delivering behavior management services, program development, program management, consultation and/or advocacy in the last five years may be substituted.</p>
<p><b>3. Ethics.</b></p> <p>The Provider will sign the Department's Confidentiality Statement and Ethics Agreement.</p>
<p><b>4. Insurance.</b></p> <p>Current certificate of professional liability insurance with coverage limits of \$1 million per occurrence and \$3 million aggregate.</p>
<p><b>5. Form.</b></p> <p>IRS W-9.</p>

## **6. Supervision.**

All interns providing behavior management services must be directly supervised by an individual who meets all requirements identified in Numbers 1 and 2 of this section.

Each intern will receive, at a minimum, weekly individual face-to-face supervision, but not less than any certification or licensure supervision requirement, taking into consideration the intensity of need of the clients involved. The Provider is expected to have and ensure that all staff providing behavior management receive supervision in accordance with professional certification or licensing requirements, professional standards or best practice guidelines of their professions. All written documentation including supervisory notes, performance feedback and recommendations for all interns and staff will be review during on-site quality review.

The Provider shall maintain and ensure that the assigned supervisor maintains a reasonable supervisor-to-staff ratio that is consistent with the needs and issues of interns and/or staff and clients that they serve and shall not exceed the number of interns and/or staff and clients beyond the assigned supervisor's ability to supervise, oversee, and manage effectively.

## **7. Background Checks.**

The Provider will maintain written documentation confirming that background checks, including the Department's Child Abuse and Neglect Registry, criminal history, and sex offender registry have been completed for all staff providing direct service as well as all key personnel. Any background checks will be dated not longer than six months prior to the date of this application. The Department's Child Abuse and Neglect Registry background checks must be completed by authorized personnel at the Department's Hotline; criminal background checks must be completed by the State of Connecticut Department of Public Safety. The Provider must submit official results of all background checks to the contracted credentialing agent of the department as part of the credentialing application.

## **8. Training/Staff Development.**

The Provider is required to participate in and provide orientation and in-service training for all staff providing services to children or youth that includes but is not limited to the following: confidentiality, HIPAA and mandated reporting. The Provider shall utilize only the trainers certified by the Department to conduct mandated reporter training.

All written documentation of trainings including training assessments and plans, training curricula, attendance sheets and evaluation forms will be reviewed during on-site quality reviews.

The Provider is expected to adhere to and ensure that all staff adheres to continuing education and training in accordance with professional certification or licensing requirements, professional standards or best practice guidelines of their profession as well as maintaining a knowledge base and skill set consistent with issues and techniques central to working with children or youth with self-injurious, dangerous or disruptive behaviors and who have been identified with a Level III Serious Emotional Disturbance (SED) and with their families and other caregivers. .

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

## **9. Staff/Client Ratio.**

The Provider shall maintain and/or shall ensure that staff maintain an appropriate staff-to-client ratio that is consistent with the needs and issues of the children or youth and shall not exceed the number of children or youth beyond staff's ability to supervise, oversee and manage effectively. It is expected that the number of

children or youth will vary according to the intensity of need of the children or youth and their family involved. Under all circumstances, the Provider will ensure that staff maintains proper supervision, oversight and management to assure children's or youth's safety and well-being.

#### **10. Quality Assurance/Improvement.**

The Provider will have a quality assurance/improvement system to monitor and enhance its business practices, organizational structure, oversight and supervision, staff and system performance, and service delivery and provision.

If payments to the Provider exceed \$300,000.00 in any calendar or fiscal year, the Provider shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The Contractor shall comply with federal and state single audit standards as applicable. This provision does not apply to individuals.

The Department may complete a review of the program and/or services utilizing a variety of sources to obtain a broad, comprehensive and objective perspective of the Provider's fidelity to requirements, operation and effectiveness that will assist the Provider in determining areas of strength and areas that may need support and modification to enhance outcomes for youth. Program Improvement Plans or conditions designed to improve performance may be developed based on the results of the review. The Provider must maintain documentation of the implementation of the Program Improvement Plan or the fulfillment of the conditions designed to improve performance. The Department will review the improvement plan and any relevant documentation during on-site quality reviews.

### **D. Service Profile**

#### **1. Services Provided**

Behavior Management Services are delivered in any natural site for the child or youth including his or her home, school, foster or adoptive home or other community-based setting. Specific services include:

- Observation of the child or youth
- Interview of parents, caregivers, teachers and significant others in order to develop a picture of the child's or youth's adaptive skills, life skills and behavior management strengths and limitations
- The development of a written individualized behavior plan for each child or youth
- Assisting with the implementation of the behavior plan through teaching and role modeling
- Follow-up observation to the implementation of the behavior plan including assistance and coaching with behavioral interventions and skills development

#### **2. Target Population**

Children and youth ages two to seventeen who are currently active with the Department, youth who have been identified with a Level III Serious Emotional Disturbance (SED) and are actively receiving care coordination services; and children and youth who have been identified at risk for detention. The youth may be residing with his/her biological, relative or caregiver family or in a foster or adoptive home. The youth may also be residing in a Department-supervised independent living or transitional living arrangement.

### **3. Access to Services**

The Provider will accept referrals only from authorized Department staff, authorized Care Coordinators and Care Coordinator Supervisors, or authorized probation officers and probation officer supervisors utilizing a standardized referral format provided by the Department. The Provider must be prepared to provide services to a variety of children or youth.

The Provider will contact the referred family/caregiver and will schedule an initial meeting for the purpose of developing an individualized behavior plan within five business days of receiving an approved referral. The Provider must be prepared to provide services at times other than during normal business hours.

### **4. Duration of Service**

Behavior Management Services are time-limited. The Department or authorized requestor, through the Area Office Gatekeeper, will approve the provision of Behavioral Management Services for up to 40-hours or 60 days, whichever comes first. The Provider will submit the completed individualized behavior management plan to the referrer within 30 days following receipt of the referral.

### **5. Data and Reporting**

The Provider will submit unduplicated, client-level data to the Department each month or at another interval as dictated by the Department. The following information will be provided for each child or youth receiving Behavior Management Services:

- Child's or youth's name
- Date of referral
- Date of initial meeting with the family/caregiver
- Dates, including hours, when services were delivered
- Date when services end
- Individual delivering the services

The individualized behavior management plan must include the following components:

- Capacity of the relevant caregiver to implement the behavior plan
- Summation of assistance provided with the implementation of the behavior plan through teaching and role modeling
- Summation of follow-up observation to the implementation of the behavior plan including assistance and coaching with behavioral interventions and skills development
- Any modifications made to the individualized behavior plan

**E. Acceptance of Agreement**

The Provider accepts and will comply with all the terms, provisions and conditions set forth in this agreement, including but not limited to, the services provided, duration of service, and data reporting. The Provider understands that failure to abide by any term, provision, or condition set forth may result in the Department taking corrective action, including termination of this agreement.

\_\_\_\_\_  
Name of Provider

\_\_\_\_\_  
Department of Children and Families

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Authorized Signature

\_\_\_\_\_  
Authorized Agency Official Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

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Date

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Date