Massachusetts Department of Developmental Services

AUTISM WAIVER PROGRAM HANDBOOK

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WELCOME TO THE AUTISM WAIVER PROGRAM!

Now that your child is enrolled in the Autism Waiver Program, you are ready to begin hiring staff and securing the services included in your child's budget. The Massachusetts Department of Developmental Services (DDS) has hired Public Partnerships, LLC (PPL) to provide fiscal management services (FMS) to you. The purpose of this Handbook is to help you understand how you can use fiscal management services to purchase goods and services that your child needs.

The Autism Waiver Program is unique because it gives families the freedom to choose the services they want and the providers they want. Not only do you pick the individuals and agencies who will work with your child, but you hire them and supervise them. If they are not a good fit for your child, you can choose to hire someone else instead. You will sign contracts with your providers, and in some cases, you will be their legal employer and will be responsible for paying taxes and insurance for them. PPL, along with your Support Broker, will help you with these choices and with setting up your child's services.

This Handbook will review your responsibilities and will provide you with information about effective ways to recruit, hire, and supervise your own staff. This may seem confusing at first, but your Support Broker and PPL are here to help you. If you have questions about any of this information, please contact your Support Broker, and they will try to answer them for you.

You may also contact PPL directly, especially if you have questions about tax forms, payments, timesheets and invoices. Our contact information is below. We welcome your input, so please feel comfortable about contacting us.

Public Partnerships, LLC

6 Admirals Way

Chelsea, MA 02150

(866) 315-3740 (telephone)

(866) 578-0536 (timesheet fax)

(866) 578-0533 (admin fax, for tax forms and invoices)

PPLMA_Autism@pcgus.com (e-mail)

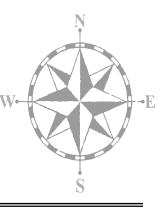
http://www.publicpartnerships.com (web)

Make sure you keep this handbook in a safe place to use as a reference in the future. The following page contains a table of contents that will help you quickly find the topics that interest you.

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Overview: PPL's Fiscal Management Services



Public Partnerships, LLC (PPL) is the company that was selected by the Department of Developmental Services (DDS) to provide fiscal management services. We help you set up and pay for your services, and manage all of the processes and paperwork described in this Handbook.

What Does PPL Do?



PPL provides administrative support to help families hire providers and buy goods and services. Once you and your DDS Support Broker have developed a budget which outlines how your budget is split among the different types of services, PPL works with you to hire providers and to pay them. Your providers will send their timesheets and invoices directly to us, and we will process their payments. Our services are described in more detail later on in the Handbook.

Is the PPL part of DDS?



No, but PPL has a contract with DDS to provide you with

fiscal management services. PPL and DDS work closely together but are independent from one another.

What is An FMS?

A Fiscal Management Service (FMS) is an administrative tool used to help families directly select and arrange for supports & services for their child with community providers.

What Services Should I Expect

From my Support Broker

First, your Support Broker will help you enroll in the Autism Waiver Program. Then, he or she will work closely with you to identify your child's needs and develop their individual budget.

Your Support Broker helps you get the most out of the Autism Waiver Program and is the critical link between you and PPL by helping you recruit, hire and train providers and overseeing the day-to-day coordination of Autism Waiver program services for your child.

From Public Partnerships

Generally speaking, the role of PPL is to help arrange and pay for the services in your budget and to assist you and your Support Broker in determining what existing resources are available.

Our aim is to help you and your Support Broker use your funds as efficiently as possible. When you and your support planning team have developed a budget, your Support Broker will contact PPL. Your Support Broker will provide PPL with copies of the contract between you and your provider and begin to make payments on your behalf.

PPL will send you monthly financial statements about your budget. The statements will give you a clear understanding of how much money you spent on each service, and how much money is still available for you to spend. Examples of financial reports are on page 6.

Section 1: Getting Started in the Autism Waiver Program

Planning and Budgeting

Developing an individual budget is a collaborative process. Although your Support Broker is responsible for coordinating the process, he or she relies heavily on your input and the input of your support planning team in order to create a budget that reflects your child's needs. The budget shows how your total dollars for the year are distributed across the various types of services that the Autism Waiver Program pays for. The categories are shown below:

<u>Expanded Habilitation - Education (EHE)</u>: This category includes senior therapists, therapists, and direct support workers.

Creating A Budget

THIS OV

An Individual Budget is a planning tool that is designed to define the type of services you want to address your child's needs. It will be different for every child, depending on what services will be most helpful to him or her this year.

Other Services: This is broken up into the following sub-categories:

- Respite Care
- Homemaker
- Community Integration
- Activities of Daily Living (ADL)/Independent Living Skills
- Family Training
- Individually Directed Goods and Services
- Assistive Technology and Adaptive Equipment
- Home Adaptations
- Vehicle Adaptations
- Workers Compensation Insurance (if necessary for your employees)

Your individual budget is the document that tells PPL what payments to make, so it is important that the information in the budget is up-to-date and that you are satisfied with the supports and services that you and your support planning team have included in the budget. PPL will only pay for goods and services authorized in your budget.

Living within your allocation

One of the best things about the Individual Budget is the flexibility with which you can purchase services. There are some situations, however, where you may need to change how your funds are distributed among services. PPL cannot change your allocations, but you can work with your Support Broker to request such an adjustment.

Making Changes to Your Budget

Contracts with agency providers cannot be switched without notice. Your Support Broker needs at least 14 days notice if you want to discontinue or change services or supports. The number of days required for notice to providers is included in all provider contracts.

If you are interested in making changes in your budget, please contact your Autism Support Broker and Clinical Manager to discuss your ideas. If approved, your Support Broker will then contact PPL and inform us of any changes that have been made.

How Do I Purchase Goods and Services?

Your child's budget may contain funding for both services and goods. This section explains the process for purchasing items and hiring and paying staff.



Discuss with your Support Broker or Clinical Manager any items or goods identified in your child's budget that you would like to purchase. Some examples are home adaptations, vehicle adaptations, assistive technology items, or YMCA memberships. PPL will help you purchase these by writing a check to the store or agency based on a written quote, an invoice or a price check receipt, depending on the store's policy. This is the process:

- Go to a store and find what you want. Ask the clerk to write up a written quote, an invoice or a price check receipt for the item.
- ◆ Your Support Broker will help you prepare a "Request for Vendor Payment Form" for the item and send it to PPL.
- PPL will send you a check payable to the store and you can purchase the item. If the item is being purchased from out of state, PPL will mail the check to you for you to mail with the invoice to the company.
- If you would like to purchase the item on-line, your Support Broker will work with you to set up that payment.

Appendix H includes the directions and forms needed to purchase items.



How Do I Budget for and Hire Staff?

You will want to hire staff to provide various types of services, ranging from behavioral therapy to community integration to respite and homemaker services. These workers will fall into the three categories below. These categories are important to understand because they require you to take on different levels of responsibility, and they require different paperwork to be completed. In every case, you will oversee their work and make sure they are providing the services you jointly agreed to, but in category 1, Individual Respite Workers, you are also their Employer and as a result you both need to fill out additional paperwork. Also, depending on what category they fall into, PPL may need to run a criminal history record (CORI) check before they can begin providing services to you:

- 1) Individual Respite Workers if you hire an individual, who is not associated with an Agency, to provide respite services, then you must set yourself up as their employer and them as your employee. PPL will help you to do this, and will make sure that you are withholding federal and state taxes and that you are providing workers compensation insurance for them. You will negotiate an hourly rate with these workers and will sign a contract with them. You will include in this rate any employer taxes that need to be paid. This is shown in the chart on page 7.
- 2) Independent Contractors many senior and junior level therapists, as well as homemakers, are qualified as independent contractors. This means that they are self-employed, so you do not have to be their legal employer. You will set up a contract with them that will include the hourly rate you negotiate with them, and they will provide services according to that contract. Because they are a contractor and not an employee, you do not need to worry about withholding taxes from them or providing them with workers compensation insurance.
- 3) Agencies You may want to hire therapists, such as ABA and Floortime therapists, as well as homemakers, through an agency. In this case, the agency is their employer, and you will have a contract with the agency that will include the hourly rate you negotiate with them, and they will provide services according to that contract. Since these providers are employees of the agency and not of you directly, you do not need to worry about withholding taxes from them or providing them with workers compensation insurance.

Budgeting for Staff: 4 Basic Steps

Setting wages

This Waiver Program establishes rates for each type of service or type of staff support that have a maximum or "up to" rates (included in Appendix D). Therefore, you can only pay staff up to these rates. Your Support Broker can help you set an hourly wage.

Workers' Compensation Insurance Individual Respite Workers Only
Workers' compensation insurance
is a type of insurance that is
provided to protect workers and

employers from the costs of injuries while on the job. In Massachusetts, all employees require some form of workers' compensation coverage. For the Autism Waiver Program, Worker's Compensation is required only for individual respite workers. PPL will help you to arrange coverage for all people you hire directly. There will be a yearly fee that covers all workers who come to your home.

Calculating social security & unemployment insurance - Individual Respite Workers Only

Once you set the wage, you need to add on for social security, unemployment insurance and possibly workers' compensation insurance. Your Support Broker can help you with this and will

guide you in how to calculate these costs using the Employee Rate Calculator included on the next page.

Costs of recruitment

DDS has established an on-line
Provider Registry of
individuals and agencies who
can provide supports to your
child. The website is at:
https://fms.publicpartnerships.com/Maa
sd/Home.aspx. You should consult this
registry first when you begin looking for

sd/Home.aspx. You should consult this registry first when you begin looking for staff. If you don't have on-line access, ask your Support Broker to print the list off for you. In the event that you can't find staff this way, you may use some of your individual budget money for recruiting expenses. This would include the cost of photo-copying, ads placed in newspapers, etc. You may have to look for staff throughout the year, so don't underestimate this expense.

Planning Your Staff Budget for the Year If you Plan to Hire an Individual Respite Provider

Below are sample wages and sample net pay that can be negotiated with respite providers. The charts illustrate that the hourly cost to you of hiring a worker is higher than the pay they actually receive.

EMPLOYEE'S HOURLY RATE ON BUDGET		\$11.10	\$13.88	\$16.66	\$19.43	\$22.21
Hourly Employee Negotiated Rate		\$10.00	\$12.50	\$15.00	\$17.50	\$20.00
Employer Taxes	Tax Rate					
FICA (Social Security & Medicaid)	7.65%	\$0.77	\$0.96	\$1.15	\$1.34	\$1.53
State Unemployment Tax (est)	2.59%	\$0.26		\$0.39	\$0.45	\$0.52
Federal Unemployment Tax	0.80%	\$0.08	\$0.10	\$0.12	\$0.14	\$0.16
Minimum Billing Rate		\$11.10	\$13.88	\$16.66	\$19.43	\$22.21
Medicaid Billing Rate		\$11.10	\$13.88	\$16.66	\$19.43	\$22.21
Workers Comp	annual	\$563.00	\$563.00	\$563.00	\$563.00	\$563.00
Hourly Employee's Taxes and Take						
Employee Pay-Stub Taxes	Tax Rate					
Federal Income Tax (est)	15%		·			
State Income Tax (est)	5.85%			\$0.88		
FICA (Social Security & Medicaid)	7.65%	\$0.77	\$0.96	\$1.15	\$1.34	\$1.53
Net Pay (est)		\$7.15	\$8.94	\$10.73	\$12.51	\$14.30

Hiring

Depending on the type of provider you hire - whether they are an individual respite provider, an independent contractor, or an agency - different types of paperwork will be required. All individuals and agencies included on the Qualified Provider Registry maintained by the Autism Division (https://fms.publicpartnerships.com/Maasd/) have already had their credentials verified and have completed a criminal history (CORI) check. Therefore, it is not necessary for these individuals to complete an application. However, if you choose an individual or agency not on this list, they must complete the application included in Appendix E and G respectively so that a CORI check can be conducted and their credentials can be verified.

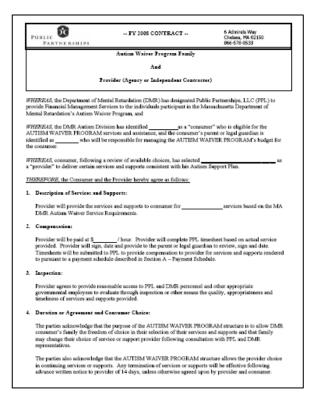
Hiring Individual Respite Providers

If you choose to hire an individual respite provider and to be the employer of record for them, you will need to complete employer tax forms and allocate employer taxes to come out of your budget. The previous table shows sample estimated costs to the employer and employee and the overall budget. Instructions for these employees are included in Appendix J.

Contracts and Agreements

For Independent Contractors and Agencies

Once you have identified independent contractors and agencies to provide your services, you need to complete a service contract. A Contract needs to be completed for each service provider. A copy of this contract is included in Appendix G. If you have chosen to purchase more than one service from a provider, you will need to complete a separate contract for each service. The contract needs to include the agreed rate for the specified service. Attached to this contract is the "Provider Qualifications and Training Verification Form" which documents the specific training requirements for the job. The family should keep copies of the contracts, and PPL will keep them on file as well.



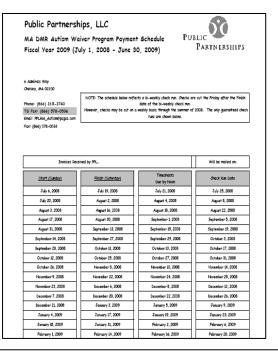
For Individual Respite Services

Once you've identified an individual service provider for respite, you complete an "Employment Agreement" with the provider that describes the job and lists the responsibilities for both the employee and employer. A copy of this document is included in Appendix F. Attached to this agreement is the "Provider Qualifications and Training Verification Form" which documents the

specific training requirements for the job.

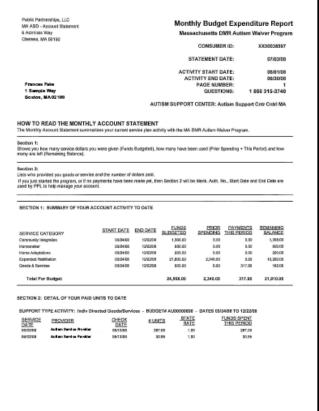
Payments and Payment Cycle

Payments will be made based upon the services and supports authorized in your individual budget. Unless otherwise arranged, PPL must receive a timesheet for services before we can pay a provider. You must sign off on each timesheet to indicate that you have read it and agree that the services listed were provided. We regularly distribute a table of payment dates. Our current schedule, as excerpted in the example on the right, is included in Appendix H.



Family Friendly Financial Reports

Every month, PPL will send you "Family Friendly" financial reports. A sample of the report is shown here. The Family Friendly report provides you with specific information about how much you have spent to date, your account balance, and your annual budget. In order to keep your Support Broker up-to-date, PPL will send him or her a copy of this report. These reports may seem a little confusing at first. If you have questions, please contact your Support Broker or PPL.



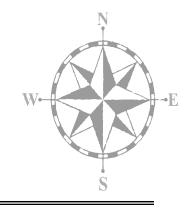
Section Review: Pulling the Pieces Together

While getting started in the Autism Waiver Program involves several steps, you can count on your Support Broker and PPL to assist you along the way. Your Support Broker will give you information about the program and help you learn how things work. Afterward, you will work with your Support Broker and planning team to develop your Individual Budget. Your budget tells PPL what payments to make and to whom, so it is important that the information in the budget is up-to-date.

PPL pays for all the services and supports in your budget as long as accurate timesheets and invoices are submitted. If you choose to hire individual respite workers, you need to discuss payroll deduction costs, such as social security and workers compensation, with your Support Broker ahead of time.

The use of the financial management service creates lots of flexible opportunities for you, but with that comes some responsibility. During the year you should keep a close eye on spending using your Family Friendly financial report as a guide. Ask your Support Broker for help with managing your funding allocation.

Section 2: Recruiting Your Own Staff



As part of your participation in the Autism Waiver Program, you will be hiring staff to work with your child. You may hire an agency to employ staff for you or you may directly hire your own staff or independent contractors. Becoming an employer does not affect your MassHealth coverage or your tax status.

Hiring Individual Respite Workers

1. Employer Identification Number (EIN)

If you are planning to hire individual respite workers directly, you must fill out several tax forms including the application for an IRS Employer Identification Number (FORM SS-4) and mail it to PPL. Copies of these forms are included in the Appendix H. We will obtain this Employer Identification Number for you and it will be used to record all the wages paid on your behalf to the staff you hire.

Keys to Finding Good Staff:

THIS OUT

- ✓ Get the word out that you are looking
- ✓ Get in touch with previous providers who worked with your children to see if they are available, or if they can recommend anyone
- ✓ Be clear about what type of worker you need
- ✓ If you are hiring an individual Respite provider, be sure you have completed the employer tax forms

It can take several weeks to obtain an EIN, so please get this information to PPL as soon as possible.

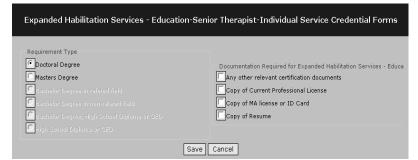
2. Criminal Background Check

One particularly important requirement for all staff hired directly by a family is that each worker must complete a written application and give permission for a Criminal Background Check (CORI) to be completed. We have included an application and CORI request form in Appendix G. You may want to make several copies of this form so that it is readily available whenever you interview a staff person.

Upon completion, you should mail the form to PPL. For faster service, you may fax us a copy of the form while also sending us the original. We know that time is of the essence in many hiring situations, and a quick turnaround for CORI requests is one of our top priorities. Staff cannot begin work until they have cleared their Criminal Background Check. If the provider is from an agency you have hired, they do not need to complete a CORI check - they will already have done this.

3. Verification of Qualifications

There are specific requirements for each staff position in this Autism Waiver Program that must be met by applicants in order to qualify to deliver services to your child. These qualifications are listed in Appendix



D. In preparing to recruit and hire staff, make sure you include these qualifications in any job postings or advertisements you prepare so that it is clear to the applicant what education and experience they must have to be eligible for the job.

4. Job Description

Your child's Support Plan will identify your child's assessed needs and will detail their goals and what services you can purchase with your individual budget to help meet those goals. It will also indicate the types of staff who can provide these services. It is important to spend time thinking about exactly what you will want staff to do. Although flexibility is a key quality for most staff, a potential job applicant needs specific information about what their responsibilities are.



Things to Consider....

What if you want someone to work with your child in the evenings to help him learn how to play cooperatively with his brother? Do you want the provider to:

- 1) Design play activities that are appropriate?
- 2) Use the behavioral techniques identified in your child's behavior plan to reinforce positive interactions?
- 3) Keep data on a worksheet to share with your child's Senior Therapist?

Your Support Broker will help you develop job descriptions for the staff you want to hire.

Where to Look

The DDS Autism Division Provider Registry

An on-line registry is available of staff who meet the qualifications required for each of the services in this Waiver Program. You can access it directly at the address below, or ask your support broker to print it off for you. https://fms.publicpartnerships.com/Maasd/Home.aspx You should start by reviewing this registry for staff who may meet your needs. This list includes both agencies and individual providers for all services.

Word of Mouth

For some services such as respite, ask your friends and coworkers. Remember you can have most family members (except for parents and children living with you) work for you.

Check List For Hiring Staff

THIS OUT

- ✓ Determine Your Budget
- ✓ Prepare Job Description
- ✓ Develop Job Application
- ✓ Advertise the Job
- ✓ Review Resumes
- ✓ Conduct Phone Interview
- ✓ Narrow Candidate Field
- ✓ Schedule Sit-Down Interview
- ✓ Prepare Interview Questions
- ✓ Request Applicant References
- ✓ Select Candidate
- ✓ Sign I attor of A graamant

Keep it Local

Create a flyer that describes who you are looking for. Post it at local libraries, "Y's", community centers, houses of worship. Another way to find staff is by "word of mouth." Call an early intervention center

and ask if they have staff who would be interested in working evenings or weekends. If you are the parent of a child who is receiving Special Education services, ask his/her teacher or aide to get the word out for you.

Try Student Employment Services

Local colleges can be a great resource for young, energetic support workers. Many campuses have their own newspapers where you can advertise or you can post a job through the student employment office. Try to get the position posted at a college.

Place Ads in Newspapers

Paid advertisements can get the word out to a large number of people. In general, start with smaller, local papers first. If you don't know what papers serve your town, call the Program Staff at Public Partnerships, and they can help you.

How Do I Write a Job Ad?

Creating an Ad

How to advertise is as important as where to advertise. You will want to describe the position being offered, list any necessary qualifications (e.g. Master's Degree, clinical license or Mass Driver's license), and identify a means by which applicants can contact you. When placing ads, you should be careful not to indicate preferences according to sex, race, or age. You may, however, want to identify your child's gender, especially if the person will need to provide some personal care.

It's best not to put in a specific wage but a range can be a good idea. This will reduce the number of phone calls from people who are not able to work for the salary offered. Remember the wage you offer must comply with the rates set for each service by the Autism Division. Give some information about the hours you need but don't be too specific. For example, say evening hours rather than 4-8 pm. As you get to know the person, you may be able to create a schedule that works for both of you. Below are some sample ads to give you an idea of what you might like to include in your ad.

SAMPLE JOB LISTING

Part-time Assistant needed for young child with autism. M-F early evenings. Use "floor time" techniques to help child learn play skills. Applicant must be 18 years old or older and have experience working with children with autism.

Your Support Broker will help you develop job listings for the staff you want to hire.

Phone Screening and Scheduling Interviews

Hopefully you will receive many phone calls after you place your ad! You will want to make a good impression when you make these calls. You will need to get some specific information, so keep paper and pencil handy.

It is a good idea to change your answering machine greeting to indicate that the job seeker has reached the right number. You don't need to get into specifics, just say something like "if you are calling about the ad in the paper, please leave your name and number and a good time for me to call you." Or, "if you are calling about the job opening, I am scheduling interviews for Thursday night."

Telephone Screening

In general, it's better to interview too many people rather than too few but it wastes everyone's time if your schedules are incompatible or they have no way of getting to where you live. That's where the telephone screening comes in: you

want to ask a few specific questions to help you both decide whether an interview is worthwhile.

If you are satisfied with their answers, tell them a little more about the job including approximate hours and salary. Tell the job candidate(s) that you will need to conduct a Criminal History Background Check (CORI) as part of the hiring process and before they begin working. Then schedule a time for them to come meet with you.

It can be awkward if it turns out you are not interested in interviewing the person but remember it's even worse to waste the person's time by conducting an interview when you know you don't want to hire the person. If you are not interested, you can just say that you are currently interviewing a



Useful information you need from a phone interview are:

- ✓ What experience does the person have?
- ✓ What are the salary requirements?
- ✓ What hours can the person work? Not work?
- ✓ How will the person get to your home?
- ✓ When could the person start if hired?



number of candidates and that you will contact them if there is still an opening after the round of interviews is completed.

Scheduling Interviews

Interviewing staff can be stressful especially if you are doing it for the first time. Even though it can be tiring, it's best not to spread out the interviews over too long a time. If you do, you may lose a good candidate that you interviewed in the beginning because they got another offer while waiting for you to complete an interview. It's good to see several candidates in one day because it will be easier to compare them while they are fresh in your mind.

Also, when scheduling interviews, keep in mind that some candidates will not show up. Be cautious about giving any candidate a second interview time if they do not show without calling first. Do you want to hire someone who doesn't call to let you know that they cannot make it into work?

Ask the job applicant to bring names and phone numbers of two references with them to the interview.

Application

All individuals and agencies included on the Qualified Provider Registry maintained by the Autism Division have already had a CORI check completed and their qualifications verified. Therefore, it is not necessary for these individuals to complete an application. However, if you choose an individual or agency not on this list, they must complete the application included in Appendix E and G respectively so that a CORI check can be conducted and their credentials verified. You can either mail the application to the job seeker so that they can complete it before the interview or do it as soon as they arrive. The application and the criminal background check are required by law. Both of these forms are located in Appendix E of the handbook. Your Support Broker can give you copies of these forms whenever you need them.

No individual may begin to work without a response from the Criminal History Board. PPL will notify the Autism Division and your Support Broker that your provider has successfully completed their Criminal History Background check. PPL will send each provider a letter with their Provider ID once they have completed their CORI check. It is important to notify your provider to save the letter. Each provider will need to enter their provider ID on each timesheet submitted to PPL.

Interviewing

Conducting a good interview takes practice. You may be nervous in the beginning, but remember—so will the job seeker!

You may want to have your Support Broker or a family member or friend with you while you are interviewing staff. They can observe the interview and you can compare impressions afterward. Remember though, you will be the boss so you need to do most of the talking or the job seeker may be confused about who they will be reporting to.

Don't try to conduct an interview without a list of questions to work from. You will be less anxious and get more information if you do so. If you have someone who is with you for the interviews it may be a good idea for them to write down the answers, that way you can concentrate on how the person makes you feel when they talk to you.

One important key is your ability to communicate with the person you are hiring. Although it takes time to build a relationship, it's important to think about whether you are comfortable with this person. Are they respectful? Can you imagine asking this person questions? Would it be difficult to tell this person what to do?



Even if the person has lots of experience, they may not be the right person for you.

Interview Tips

- ✓ If possible, watch the candidate interact with your child to see if they are compatible.
- ✓ It is a good idea to have someone with you while you are interviewing staff.
- ✓ Don't try to conduct an interview without a list of questions to work from. See the next page for sample questions to ask your job applicant.

Your Support Broker Will Help You Prepare Interview Questions to Ask Each Applicant About Their Experience and Education.

What Not to Ask - federal laws prohibit you from asking certain personal questions



The following table outlines what you can and cannot ask during a job interview. Adapted from Consumer Training Manual, Access Alaska Inc., 121 West Fireweed, Suite 105, Anchorage, AK 99503

Subject	May Ask or Do	Do NOT Ask or Do
Marital Status		Are you married? Single? Divorced? Engaged? Separated? Maiden Name? Do you plan to have children?
Children		Do you have children at home? How old? Who takes care of them? Do you plan to have more children?
Housing	If you have no telephone, how can I reach you?	Do you own your own home? Do you rent? Do you live in an apartment or a house?
Criminal Record	The mandatory application form asks about convictions. There is also a mandatory criminal background check.	Have you ever been arrested or spent time in jail?
Military Status	Are you a veteran? Do you have any job related military experience?	What type of discharge do you have? In what branch did you serve?
National Origin	Are you a U.S. citizen? If not, do you have the legal right to remain permanently in the U.S.? Languages applicant speaks and writes fluently are okay. Name and address of person to notify in case of an emergency.	Of what country are you a citizen? Nationality of applicant's parents. Native-born or naturalized? Languages commonly used by applicant. Name and address of nearest relative.
Religion	After hired, you may ask about religious observances, which could interfere with work.	Religious denomination, affiliations, church parish, pastor, or religious holidays observed.
Age	Are you over 18? Age may be asked when an employee must be of a legal minimum age.	How old are you? Estimate age.
Ethnic Background		Ask about ethnic origin. Note complexion or color of skin.

References

All providers included in the Qualified Provider Registry have had their references checked. However, you are free to request additional references if you wish. Remember this is someone who is going to be working with you and your child in your home; you want to be sure you are getting someone good. Checking references will not only give you information about the person, it will also help the job applicant know that you are serious about being the boss.

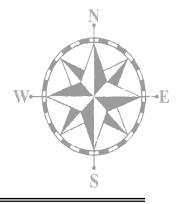
Sometimes people don't like to give a reference for their current employer and that is okay. Just make sure you get Even if you think you have found the perfect worker, it is still important to check their references.

references for recent jobs. If the person does not have much work history, get the name of one of their teachers or clergy. Some employers will only confirm what dates a person worked but won't comment on the quality of their work. If you get a reference like that, go back to the applicant and get one or two more references.

Section Review: Pulling the Pieces Together

Tasks	Comments	
Define Job Duties	It's a good idea to write up a job description.	
Write Ad based on Job Duties	Remember to be specific about your needs	
Place Ad	Local is best. Save receipts if paid through your budget.	
Have screening questions and description next to your phone	Remember to change your answering machine to reflect opening.	
Screen calls and set up interviews	Schedule several in 1 day; you will have no-shows.	
Give applicants application & CORI	You can mail these after screening or give at interview.	
Interview applicants	Try to have someone with you during interviewing. Don't interview without planning questions.	
Check References	Ask for other families or employers	
Make a job offer!	If accepted, have them contact PPL.	

Section 3: Hiring Your Own Staff



Congratulations! You've identified your staff and you're both anxious to start. What are the next steps?

The first thing that both of you should do is to call your Support Broker. Your Support Broker will check to see if any changes need to be made to your budget before a timesheet is processed and PPL will make sure that all the necessary paperwork is in order and that the Criminal Background Check has been processed.

It is important that both you and your new worker call the PPL offices if there is a problem. There is nothing worse than having your first paycheck delayed due to problems with paperwork.

Samples of the forms your new staff will need to fill out are available in the Appendices of this handbook. They include employment eligibility verification, IRS W-4, W-5 and I-9 forms. If your provider is an individual providing Respite services they will need to complete an "Employment Packet" (Appendix J). All individual contractors and agencies must complete a "Vendor Packet" (Appendix I). Timesheets are also included in the Appendices.

Success! You've Identified Your Staff

THIS OUT

After your offer of employment has been accepted by a Service Provider:

Call your Support Broker to:

- Check Your Budget and Make Adjustments if Necessary
- Assist with Finishing Employment-Related Paperwork
- Arrange Criminal Background Check

Call PPL to:

- Complete Tax Forms
- Request Timesheet Forms

Provider Forms to Complete:

- Individuals providing 'Respite' Services must complete an "Employment Packet"
- All other providers must complete a "Vendor Packet"

Working with Independent Contractors

There are situations where it is appropriate to pay someone as an Independent Contractor rather than as a regular employee. By working with an Independent Contractor, no payments are made into Social Security and there is no coverage for unemployment or workers' compensation. You also do not have to obtain and Employer Identification Number (EIN). Unless they are employed through an agency, all professional staff providing your educational habilitation services such as Psychologists, Senior Therapists and Direct Support Staff should be paid in this way. Before agreeing to pay someone this way, it is a good idea to contact PPL to review the situation.

Requests to be paid "under the table"

No DDS funds can be used to pay people who are not intending to report their earnings as income. All service providers must complete the forms as described in this Handbook.

Employment Agreement & Agency and Independent Contractor Contract

Every individual Respite Worker that you hire directly must complete an Employment Agreement. This agreement describes the responsibilities of both the employer and employee. See Appendix F for a copy of the Agreement. The purpose of these Agreements is to help make sure everyone is clear about what needs to be done and also to make clear to the employee that you are serious about being an effective boss.

Attached to this Agreement is the "Provider Qualifications and Training Verification Form" which documents the specific training requirements for the job.

PPL also issues a *Contract* to both individual contractors and agency providers included in your budget. *If* you have chosen to purchase more than one service from a provider, you will need to complete a separate contract for each service. The contract needs to include the agreed to rate for the specified service. Attached to this contract is the "Provider Qualifications and Training Verification Form" which documents the specific training requirements for the job. A copy of this contract is included in Appendix G2.

Getting Paid

Paychecks are paid to the individual worker and Agency, and are mailed to the address PPL has on file. Checks are produced every two weeks. All timesheets need to be delivered to PPL by fax or mail no later than noon on Monday prior to the check run. There are no exceptions to this rule.

Occasionally, a problem with a timesheet arises. Usually, either it has not come into the office on time or there is as problem with the hours. PPL strives to resolve all problems with timesheets to prevent delays in checks.

PPL will contact your Support Broker if there if there is a problem with a timesheet. Your Support Broker will contact you if there is a problem with paying your timesheet on time.

Where Do I Send Timesheets that Need to Be Paid?

Mail:

Public Partnerships LLC MA Autism Waiver Program 6 Admirals Way Chelsea, MA 02150

Fax:

(866) 578-0536

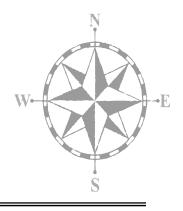
Only timesheets should be sent to the timesheet fax.

A list of payroll run dates and copies of timesheets are included in the Appendices.

Section Review

Congratulations, you have hired your staff. The period between when the position is accepted and before the person starts work is an excellent time to finalize the job duties and expectations in the contract.

Section 4: Supervising Your Own Staff



Work Environment

The key to being an effective supervisor is clear communication and taking the time to deal with issues as they come up rather than allowing them to grow into big problems.

Tips to Maintain a Positive Work Environment

<u>Assume responsibility</u> - Especially in the beginning, don't lay on the blame. Begin feedback by saying things like: "I probably wasn't clear about this in the beginning, but I really want you to..."

Remember that everyone has a bad day - One of the difficulties with working together so closely is that it's hard to hide a bad mood. Try to be accommodating when someone seems to be "off" occasionally. Don't ignore frequent moodiness or disrespect, however.

Engage in mutual problem solving - Bring up a problem and ask your worker for ideas about how to solve the problem: "I know you are trying to get to work on time but when you are late, I get really anxious. What are your ideas about how to solve this?" Your worker may re-double her efforts to get to work on time, or if she really can't get to you on time and you want to keep her, perhaps you could do some things in the evening that you are currently doing in the morning.

<u>Try temporary solutions</u> - Sometimes there is no good solution to a problem. Instead of doing nothing, try the best idea for a set period. Make plans to review the situation with your worker after this trial period. It may be helpful to write a note on your calendar to make sure you actually discuss the issue again.

<u>Get help</u> - Just because you are the boss, doesn't mean you have to go it alone. Contact your DDS Support Broker and/or PPL for help and advice.



Performance Evaluation

A good way to keep the balance between being "friends" and having an employer/worker relationship is doing performance evaluations. Evaluations don't have to be long, but they are an important way for both you and your worker to check in with how things are going.

Warnings

There are some issues that demand firm action - like chronic lateness, or not showing up for work. Giving the staff person a written warning is a good way for you to communicate that they "have crossed the line" and have threatened their job security. If you feel like you need to give a staff person a warning, it's probably best to get some support from family or friends, your Support Broker or PPL.

Remember, the biggest problems are those that you try to ignore until it's too late!

Terminations

Few things are harder to do than dismissing an employee. Even when you know it is the right thing to do, it's still stressful. Discuss this with your Support Broker.

If you've hired an agency to provide staff to you, inform the agency of your desire to have the employee dismissed. The staff person is employed by the agency and therefore the agency must terminate their relationship with you.

If you hired the staff person directly, don't try to fire them on your own. Talk it over with your Support Broker and make sure you have someone there with you on the day you tell your staff person.

Important Steps to Terminate A Support Worker

- It is critically important that you make this decision before you sit down and meet with the person. First decide if they need to go; then plan how you are going to talk to them about it.
- Avoid confrontation. Although this is difficult, try to avoid going back into old issues. You have already made up your mind, so now it's time to be as calm as possible. Let the person know your needs have changed and you need to let them go.
- Have a back-up plan. Even if you are willing to have the person work for a few more weeks, it's important to have a back up plan because there is a good chance the person will quit on the spot.
- Learn from the experience. After you've had some time to consider the situation, think about what you have learned from it. Would you deal with the conflict in another way? Was there a question you would have asked in the interview process that would have helped you realize that this was not the person for you?

Avoid confrontation when terminating a provider.

Although this is difficult, try to avoid going back into old issues. You have already made up your mind, so now it is time to be as calm as possible.

Section Review: Pulling the Pieces Together

Supervising your own staff can be a tough job, because it's hard to be "the boss" for people you care about and who care about you. The key to being an effective supervisor is clear communication and taking the time to deal with issues as they come up rather than allowing them to grow into big problems. Tips for maintaining a positive work environment: assume responsibility, remember that everyone has a bad day, engage in mutual problem solving, try temporary solutions, and get help when you feel overwhelmed or need advice.

A good way to keep the balance between being "friends" and having an employer/worker relationship is doing performance evaluations. Most employees will do a good job and get good reviews, but some may not work out. Terminating an employee is stressful. Don't try to fire someone on your own. Talk to your Support Broker and ask them for advice and assistance. After you've had some time to consider the situation, think about what you have learned from it. Was there a question you would have asked in the interview process that would have helped you realize that this was not the person for you?

PPL Contact Information

If you have questions about the tax forms or the process, please contact your Support Broker. If you would like to request tax packets, confirm receipt of tax packets, have questions about your timesheet or check please contact Public Partnerships by telephone, e-mail or fax at the numbers listed below. If Public Partnerships is unable to answer your questions, we will direct you back to your Support Broker. We welcome your input, so please feel comfortable about contacting us. Make sure you keep this handbook in a safe place to use as a reference in the future.

Public Partnerships, LLC 6 Admirals Way Chelsea, MA 02150 (866) 315-3740 (telephone)

(866) 578-0536 (timesheet fax)

(866) 578-0533 (admin fax, for employment forms or invoices)

PPLMA_Autism@pcgus.com (e-mail)

http://www.publicpartnerships.com (web)

APPENDICES

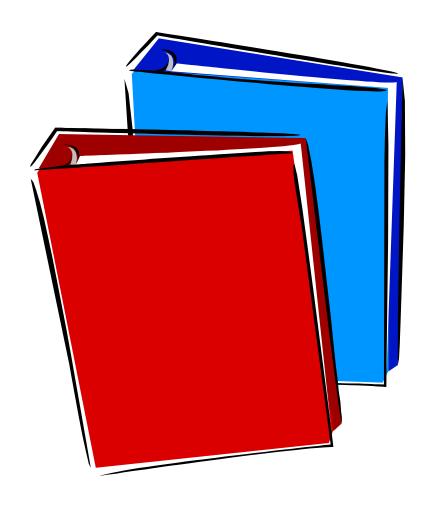


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Appendix J: Packet for Agency and Independent Contractors

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Appendix K: Timesheets and Timesheet Instructions

- Timesheet Instructions and Timesheets
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Appendix A: Autism Waiver Service Descriptions

Service Category	Description
Adaptive Aids (Assistive Technology)	An item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to develop, increase, maintain, or improve functional capabilities of participants.
	"Assistive technology service" means a service that directly assists a participant in the selection, acquisition, or use of an assistive technology device.
Expanded Habilitation, Education	Designed to help participants who demonstrate significant deficits in the areas of behavioral, social and communication skills become more effective in functioning and participating in their home and community. These interventions are often used in combination across settings. Consists of one-on-one interventions that are described within each child's ASP developed by professionals with clinical expertise in autism.
	Waiver funding may not be used for special education and related services that are included in the IEP or services that are included in the IFFSP for participants in EI.
	Examples of this service include but are not limited to: 1) Applied Behavioral Analysis (ABA), a systematic process of studying and modifying observable behavior by using manipulations of the child's environment; 2) Lovaas Discrete Trial Training, a one-on-one therapy that teaches skills by breaking them down into component parts and teaching the component until it is mastered; 3) Pivotal Response Treatment, which teaches important pivotal behaviors to facilitate broad positive effects on numerous other behaviors and areas of functioning; 4) Floor Time, a one-on-one model that involves an adult following a child's lead during play and other interactions; 5) Relationship Development Intervention (RDI), an approach focused on building relationships between caregivers and the child with autism in the child's home; and, 6) Treatment and Education of Autistic and Related Communication Handicapped Children (TEACCH), which teaches the child to engage in activities in a highly structured environment.
Family Training	Services which enable family members to gain the knowledge and skills needed to participate more fully in various aspects of caring and advocating for a participant with a disability in their homes, schools and communities, including learning the various techniques and intervention strategies necessary to help a participant to progress.
Habilitation, ADL/Independent Living Skills	Designed to assist participants in acquiring, improving and retaining the self-help, socialization and adaptive skills necessary to reside successfully in the family home and community-based settings. The

Habilitation, Community	provision of instruction and guidance to participants is intended to teach them to successfully complete routine daily living and independent living tasks which are age appropriate. Services are intended to improve the participant's ability to perform daily living tasks and utilize community resources more independently. Services are focused on skill development and are not designed to provide substitute task performance. Designed to assist participants in acquiring, improving and retaining
Integration	the self-help, socialization and adaptive skills necessary to reside successfully in the family home and community-based settings. Activities focus on improving socialization skills, decreasing behavioral issues and increasing communication skills. Limited to no more than two different activities per month.
Home Adaptations	Physical modifications to your home that are necessary to allow your child to live at home and that ensure your child's health, safety, and welfare. For example: installing ramps, grab bars or modifying your bathroom. Excluded are those adaptations or improvements to the home that are of general utility and are not of direct benefit to the participant.
Homemaker	Consists of the performance of general household tasks (ex: meal preparation and routine household care) provided by a qualified homemaker, when the individual regularly responsible for these activities is temporarily absent or unable to manage the home and care.
Individual-Directed Goods and Services	Services, equipment or supplies that will provide direct benefit to the child and support specific outcomes identified in the ASP. The service, equipment or supply must: 1) be designed to meet the participant's functional, medical or social needs and advances the desired outcomes of his/her ASP; 2) not be prohibited by Federal and State statutes and regulations; 3) meet one or more of the following criteria—a) increases the participant's functioning related to the disability, b) increases the participant's safety in the home environment, or c) decreases dependence on other Medicaid-funded services; 4) not be available though another source; and, 5) not include experimental goods/services.
Respite	Services provided to participants unable to care for themselves that are furnished on a short-term basis because of the absence or need for relief of those persons who normally provide care for the participant. Respite provided in a private home setting, only.
Vehicle Modifications	Modifications to the vehicle that is your family's primary means of transportation and is designed to improve your child's ability to access your community. For example, wheelchair lift, grab bars, tie downs. Vehicle adaptations specified as necessary to enable the participant to integrate more fully into the community and to enable the health, welfare and safety of the participant.

Appendix B: Frequently Asked Questions

INDIVIDUAL BUDGETING

Can I use my individual budget to purchase a computer or to pay for schooling?

School tuition is not a waiver service. A computer may be allowable if it is for learning skills or language, for example. This will need to be reviewed before you can buy one with waiver funds.

What happens if I do not spend all the money in my budget?

Funds may only be used to purchase supports and services, which are authorized in the ASP and budget through established processes. Budget funds do not carry over from one planning year to the next.

Are the individual funds my child receives from the waiver taxable income to my family?

No. Waiver funds are not taxable income, nor will any funds be given to you or your family member in the form of cash. Individual budget funds may be used to purchases supports and services you need. All payments for these services will be made by the Fiscal Management Service.

PARTICIPANT DIRECTION

Are all participants of the Autism Waiver required to follow a participant-directed model where family members are employers and hire their own providers / employees?

Yes.

PORTABILITY

Does my individual budget stay the same if I move from one DDS Region to another? Can I transfer my individual budget funds if I move to another state?

Your child's budget remains the same if you move from one region to another, unless your child's needs have also changed. Waiver funds cannot be used in another state. If you move to another state, DDS will talk with your new state about helping to make the transition, but is not required to provide any service or supports if you are not a resident of Massachusetts.

STAFF TRAINING

How do I provide the training required by DDS to my employees?

DDS requires that your staff know what some basic policies are and what to do to meet them, and know enough about your needs to safely support you. This can be done by reading and asking questions about DDS policies, having family members teach staff how to best work with you if you hire your staff directly, or going to a training session. Your Support Broker maybe able to assist you in finding sessions or materials that will provide your employee with the necessary training.

Appendix C: Glossary of Acronyms and Terms

Glossary of Acronyms

ACM	Autism Clinical Manager
ASP	Autism Support Plan
CLICD	
CHSB	Criminal History Systems Board
CMS	The Centers for Medicare & Medicaid Services
CORI	Criminal Offender Record Information
DDS	Department of Development Services
EI	Early Intervention
FMS	Fiscal Management Services
HCBS	Home and Community Based Services
HRC	Human Rights Committee
LOC	Level of Care
ICF/MR	Intermediate Care Facility/Mental Retardation
IEP	Individual Education Plan
IFFSP	Intensive Flexible Family Support Plan
MASSCAP	Massachusetts Comprehensive Assessment Profile
PPL	Public Partnerships, LLC

Terms related to the Autism Waiver Program

<u>Autism Support Plan</u>—A document that outlines goals for meeting each child's support needs through waiver and other services. It identifies waiver services and other supports that the child needs to live successfully in the community, the frequency / duration of those services, the expected outcome, and the responsible party for implementing each goal.

<u>Centers for Medicare & Medicaid Services</u>—The federal agency within the U.S. Department of Health and Human Services, previously known as the Health Care Financing Administration (HCFA), that is responsible for the administration of the Medicaid, Medicare and State Children's Health Insurance Program (SCHIP) programs.

<u>Conflict of Interest</u>—A situation that occurs when an individual or a company can financially or professionally benefit by influencing an individual's decision or choice.

<u>Criminal History/Background Investigation (CORI)</u>—A process performed to determine if an individual has been convicted of a crime. This background check is conducted prior to employment and the requirements are specified in state law and regulations. In some cases a record may preclude the individual from providing direct supports or services to an individual with mental retardation or developmental disabilities.

<u>Duration</u>—How long or the length of time (for a period of a week, a month, six months, or a year) during which a service or support is received.

<u>Enrollment</u>—The award of waiver funding to the individual and the implementation of the supports and services as detailed in the ASP.

<u>Fair Hearing</u>—An administrative procedure which is available to each individual when they are denied eligibility, or their eligibility is terminated, or when a covered benefit or service is denied them.

<u>Fiscal Management Services</u>—The service that helps individuals with participant-directed activities and assists DDS to manage individual budgeting functions. Performs payroll functions including issuing paychecks, and withholding state and federal income taxes. The organization that does this for DDS is Public Partnerships Limited (PPL). A FMS can also be referred to as an Intermediate Services Organization (ISO)

<u>Freedom of Choice</u>—The right of an individual who is determined eligible for a waiver must select to receive community based services not institutional services.

<u>Frequency</u>—How often a service or support is received by an individual enrolled in the Waiver Program (hourly, daily, weekly, monthly).

<u>HCBS 1915 (c) Waiver</u>—In 1981, the federal government authorized the Home and Community-Based Services (HCBS) Waiver which allowed states to use funds that would have been used to

pay for nursing home or other institutional care, for a wide variety of home and community-based services for individuals who were living in institutions or at risk of entering institutions. The HCBS waivers are agreements that DDS has with the federal government so eligible individuals can have more choices about how and where you receive services. DDS requires eligible individuals to enroll in the Waivers so that the State can effectively manage its financial resources. By offering Medicaid Waiver Programs to eligible individuals the State receives reimbursement from the federal government for about 50% of the cost for services. In Massachusetts this money is returned to the general fund upon receipt.

<u>Individual Budget</u>—An amount of money that DDS allocates to an individual to pay for needed supports and services. The allocation is based on assessed needs.

<u>Intermediate Care Facility for Persons with Mental Retardation</u>—A specialized type of institution (or in some states certain group homes) that is licensed and qualified under federal Medicaid regulations to serve individuals with developmental disabilities.

<u>Level of Care</u>—To be eligible for the HCBS waiver, an individual must be determined eligible to meet the level of care in an institution as required by Medicaid rules. This does not mean that the person has to live in an institution nor go to an institution, just be determined to meet the level of care provided in an ICF-MR.

<u>Medicaid</u>—A publicly financed national health insurance program intended to provide basic health insurance for low income families, individuals who received cash welfare payments and individuals with disabilities. Medicaid is funded partially by the state and partially by the federal government.

<u>Need</u>—A requirement for supports or services based on a professional, objective personcentered assessment that delineates areas what supports and/or services are necessary to assure health, safety and well being. Needs are addressed in the least restrictive most integrated manner.

<u>Participant Directed Service</u>—An option that is sometimes called Self-Direction, it is a model of service direction that gives the waiver participant the most control over waiver supports and services and also the most responsibility. If you select this option you have choices on how much control you want to exercise.

<u>Portability</u>—This refers to an individual's ability to move from one area of the state to another and their individual budget and waiver eligibility will continue.

<u>Qualified Provider</u>—A provider of a service or support that meets DDS specified criteria. A criminal history/ background check (CORI) is required.

<u>Quality Management</u>—This is the performance of discovery, remediation and quality improvement activities in order to determine whether the Waiver Program is meeting the federal assurances, correcting any shortcomings, and pursuing opportunities for improvement.

<u>Service Planning</u>—An initial discussion with the child and their legal representative regarding supports and services needed, any preferences regarding location or providers and a discussion on funding sources for DDS services.

<u>Slots</u>—The maximum number of individuals who can be enrolled in the waiver at any one point in time. The number of waiver slots is tied to amount of funding the state legislature has made available for waiver services. One "slot" usually equals the average amount of money the state expects to spend for an individual for a full year of services.

<u>Waiver Assurances</u>—The required federal assurances are:

- Assurance of health and welfare of Waiver Program participants;
- Assurance that service providers are qualified;
- Assurance that individuals have a choice of providers;
- Assurance that each individual has a Level of Care determination and that it is reviewed annually;
- Assurance that each individual has an Autism Support Plan that addresses the assessed needs; and
- Assurance that the aggregate average cost of the Waiver Program services is equal to or less than the aggregate average cost of ICF/MR services (this is frequently called cost neutrality).

<u>Want</u>—A desire or preference for particular services not (necessarily) supported by an objective professional assessment.

Appendix D: Service Descriptions, Provider Qualifications and Rates

Service Descriptions & Limits, Provider Qualifications and Rates Autism Spectrum Disorder Home and Community Based Services Waiver

* Agency Rates include fringe, taxes, overhead and indirect, collateral time Issues, travel time and mileage*

Service	Description of Service
Expanded	These Educational Habilitation Services are designed to help participants who demonstrate significant deficits in the areas of behavioral, social and
Habilitation,	communication skills become more effective in functioning and participating in their home and community. These Educational Habilitation Services consist of
Education	one-to one interventions that are described within the Habilitation, Intervention Plan (HIP) developed by the Senior Level Therapist and monitored by the Therapist and Direct Support Staff The HIP is monitored by the family and the Autism Support Broker on an ongoing basis with quarterly reviews of data and progress reports given to the Autism Clinical Manager and related staff.
	Waiver funding may not be used to pay for special education and related services that are available in the IEP as defined in Sections (22) and (25) of the Childs with Disabilities Education Improvement Act of 2004 (IDEA) (20 U.S.C 1401 et seq.) Nor can waiver funding be used for services covered under the IFSP through Early Intervention.
	Examples of Expanded Habilitation Services, Education include but are not limited to:
	Behavioral Models including:
	Applied Behavioral Analysis (ABA): This is a systematic process of studying and modifying observable behavior by using manipulations of the child's
	environment.
	Lovaas Discrete Trial Training: This is a one-to-one therapy that teaches skills by breaking them down into component parts and teaching the component
	until it is mastered. Pivotal Response Treatment: The goal of PRT is to teach important pivotal behaviors (those behaviors that are central to wide areas of functioning) in order
	to facilitate broad positive effects on numerous other behaviors and areas of functioning.
	Developmental and Relational Models including:
	Floor Time: The intervention is a one-to-one home based model that involves an adult following a child's lead during play and other interactions. Focus on skills such as joint attention, imitation, initiation; reciprocal interaction and attachment of meaning are key activities.
	Relationship Development Intervention (RDI): This approach is focused on building relationships between caregivers and the child with autism in the child's
	home. The key point of the intervention is developing joint attention as well as showing and sharing items/activities with a communication partner.
	Communication Models including:
	Treatment and Education of Autistic and Related Communication Handicapped Children (TEACCH): This approach teaches the child to engage in activities in a
	highly structured environment. Direct instruction takes place within the structured program day.
	Service Settings: Provision of this service is limited to the person's own home; services are not to be provided in the child's school.

Provider Type	Provider Qualifications	Rate for Agency	Rate for Individual
Senior Level Therapist	Role is to oversee the development and implementation of the Expanded Habilitation, Education Intervention Plan ("HIP"). This includes the creation of the HIP as well as Quarterly Progress Reports. Licensure or Certification: Doctoral degree in, psychology, education, medicine, or related discipline; and any related state licensure required for the discipline. Additional Qualifications:	Up to \$125 Hr.	Up to \$110 Hr.
	 1500 hours of relevant training, including course work in principles of child development, learning theory, and behavior analysis, knowledge and experience of a range of interventions for children on the spectrum. The relevant training may be a part of the advanced degree program. 		
	 Two years of relevant experience in assuming the lead role in designing and implementing comprehensive behaviorally based therapies for children with ASD or OR 		
	 Master's degree in psychology, education or related field; 2000 hours of relevant training (including course work in principles of learning and principles of behavior analysis). The relevant training may be a part of the advanced degree program. 		
	 Two years of relevant experience in assuming the lead role in designing and implementing comprehensive behaviorally based therapies for children with ASD and 10 hours of professional development a year. 		

Provider Type	Provider Qualifications	Agency Rate	Individual Rate
Therapist	Families may choose to use a therapist to provide one-to-one staff support for the implementation of the Habilitation Plan (HIP) and related tasks as assigned by the Senior Therapist. However this is the choice of the family to hire either a therapist or a direct staff person for the implementation of the plan for the individual receiving Expanded Habilitation, Education.	Up to \$100 Hr	Up to \$75 Hr
	Licensure or Certification: Master's degree in psychology, education or related field; and any related state licensure required for the discipline. Additional Qualifications:		
	 800 hours of course work and/or training about the characteristics, therapies, curriculum, assessments, and documentation involving children with ASD; Experience in development and implementation of behaviorally based therapies for children with ASD; One year of supervised, post degree experience; and 10 hours of professional development a year. OR 		
	 Bachelor's degree in psychology, education or related field; 800 hours of course work and/or training about the characteristics, therapies, curriculum, assessments, and documentation involving children with ASD; Experience in development and implementation of behaviorally based therapies for children with ASD; 		

o 2 years supervised, post degree experience; and 10 hours of professional development a year.		
o OR		!
 Bachelor's degree in non-related field; 800 hours of training about the characteristics, therapies, curriculum, assessments, and documentation involving children with ASD; Experience in development and implementation of behaviorally based therapies for children with ASD; 2 years supervised, post degree experience; and 15 hours of professional development a 		
year.		

Provider Type	Provider Qualifications	Agency Rate	Individual Rate
Direct Support Staff	Role is to implement the Habilitation, Intervention Plan as designated by the Senior Therapist including one-to-one behavioral interventions and skills training and community integration activities for individuals receiving Expanded Habilitation, Education Services.	Up to \$48 hr	Up to \$25 hr
	 Licensure or Certification: Bachelor's Degree, High School Diploma, GED (at least 18 year old). Additional Qualifications: 120 hours of supervised training, of which 30 hours must be direct supervision in the implementation of behaviorally based therapies for children with ASD. Direct experience providing one-to one care for a child on the autism spectrum or if the Individual has no direct experience must receive 160 hours of supervised training. Two sessions of initial home visits under the direct supervision of senior therapist with monthly supervision by senior therapist thereafter. 		

Service	Description of Service
Habilitation,	This service is designed to assist children in acquiring, improving and retaining the self-help, socialization and adaptive skills necessary to reside
Community	successfully in their family home and community settings.
Integration	
	Specifically, Community Integration activities focus on improving socialization skills, decreasing behavioral issues and increasing communication skills. This service may include, but is not limited to music habilitative services and expressive habilitative services. This service may also include, but is not limited to specialized Individual supports, such as a one-to-one aid to enable the child with a disability to participate in community activities, such as swimming lessons or the Boys and Girls Club.

Service	Service LIMITS
Habilitation,	This service is limited to no more than two different activities per month. These activities must support the enhanced socialization and communication
Community	skills of the participant and may include the additional staff necessary such as a one-to-one aid to enable the child to participate. The amount of
Integration	supervision the child requires for participation must be based on assessed need. One-to-one aide may not replace normal caregiver responsibility. Service Providers, therapists, and Autism Specialty Providers providing Habilitation-Community Integration are expected to collaborate with the participant's family, providers of other autism waiver services and other professionals working with the participant in the home of other community settings including schools.
	Service Settings: Provision of this service is limited to the community.

Provider Type	Provider Qualifications	Agency Rate	Individual Rate
Individual Community	If an Individual therapist is overseeing the activity he/she must meet all relevant state and federal licensure or certification requirements in their discipline.	Up to \$48 hr.	Up to \$25 hr.
Trainers	High School Diploma, (GED) (at least 18 years old)		
or Community	Applicants must possess appropriate qualifications to serve as staff as evidenced by interviews, two personal and/or professional references and a Criminal Offense Records Inquiry (CORI) check.		
Organizations	The minimum age for a staff person who is working directly with a child and their families is 18.		
	Staff members shall have the ability to communicate effectively in the language and communication style of the child to whom they provide services and his or her family.		
	Habilitation Community Integration professionals should also demonstrate a history of working with children with an autism spectrum disorder have a proficient understanding of successful techniques that help to address the core symptoms of autism.		

Service	Description of Service
Habilitation,	Services designed to assist participants in acquiring, improving and retaining the self-help, socialization and adaptive skills necessary to reside successfully
ADL/Independent	in the family home and community-based settings. The provision of instruction and guidance to participants is intended to teach them to successfully
Living Skills	complete routine daily living and independent living tasks which are age appropriate. Services are intended to improve the participant's ability to perform
	routine daily living tasks and utilize community resources more independently. Services are focused on skill development and are not designed to provide
	substitute task performance.

Service	SERVICE LIMITS
Habilitation,	Service Limitations:
ADL/Independent	Service Providers, therapists, and Autism Specialty Providers providing Habilitation-ADL/Independent Living Skills are expected to collaborate with the
Living Skills	participant's family, providers of other autism waiver services and other professionals working with the participant in the home of other community settings
	including schools.
	Service Settings:
	Provision of this service is limited to the child's home or in the community.

Provider Type	Provider Qualifications	Rate for Agency	Rate for Individual
Individual Community	If an individual therapist is overseeing the activity he/she must meet all relevant state and federal licensure or certification requirements in their discipline.	Up to \$48 hr.	Up to \$25 hr.
Trainers	High School Diploma, (GED) (at least 18 years old)		
or Community	Applicants must possess appropriate qualifications to serve as staff as evidenced by interviews, two personal and/or professional references and a Criminal Offense Records Inquiry (CORI) check.		
Organizations	The minimum age for a staff person who is working directly with a child and their families is 18.		
	Staff members shall have the ability to communicate effectively in the language and communication style of the child to whom they provide services and his or her family.		
	ADL/ Independent Living Skills trainers should also demonstrate a history of working with children with an autism spectrum disorder have a proficient understanding of successful techniques that help to address the core symptoms of autism.		

Service	Description of Service
Family Training	
	This includes services which enable family members to gain the knowledge and skills needed to participate more fully in various aspects of caring and advocating for a participant with a disability in their homes, schools and communities including learning the various techniques and intervention strategies necessary to help a participant to progress.

Provider Type	Provider Qualifications	Rate for	Rate for
		Agency	Individual
Individual Family Trainers	If an individual therapist is overseeing the activity he/she must meet all relevant state and federal licensure or certification requirements in their discipline.	Up to \$25 hr.	Up to \$25 hr.
or	High School Diploma, (GED) (at least 18 years old)		
Community	Applicants must possess appropriate qualifications to serve as staff as evidenced by interviews, two personal and/ or professional references and a Criminal Offense Records Inquiry (CORI) check.		

		<u> </u>	1		
Organizations	The minimum age for a staff person who is working directly with a Individual and their families is 18.				
	\square Staff members shall have the ability to communicate effectively in the language and communication style of the	è			
	Individual to whom they provide services and his or her family.				
	\square Family Trainers should also demonstrate a history of working with children with an autism spectrum disorder.				
Service	Description of Service				
Respite	Services provided to participants unable to care for themselves that are furnished on a short-term basis because of the absence or need for relief of those persons who normally provide care for the participant.				
Service	Service LIMITS				
Respite	Provision of this service is limited to a home setting and cannot be provided by the child's parent or legal guardian.				
		T	T =		
Provider Type	Provider Qualifications	Rate for	Rate for Individual		
Individual Direct	☐ High School Diploma. (GED) (at least 18 years old)	Agency Up to	Up to		
Support		\$25 hr.	\$18 hr.		
Professionals	Applicants must possess appropriate qualifications to serve as staff as evidenced by interviews, two personal and/ or professional references and a Criminal Offense Records Inquiry (CORI) check.				
or	The minimum age for a staff person who is working directly with a child and their families is 18.				
Agency Staff	Staff members shall have the ability to communicate effectively in the language and communication style of the child to whom they provide services and his or her family.				
	Direct Support Professional should also demonstrate a history of working with children with an autism spectrum disorder.				
		1	_1		
Service	Description of Service				
Homemaker	Services that consists of the performance of general household and/or chore tasks (e.g., meal preparation and routine household and/or chore tasks (e.g., meal preparation and routine household and/or chore tasks (e.g., meal preparation and routine household and/or chore tasks (e.g., meal preparation and routine household and/or chore tasks (e.g., meal preparation and routine household and/or chore tasks (e.g., meal preparation and routine household and/or chore tasks (e.g., meal preparation and routine household and/or chore tasks (e.g., meal preparation and routine household and/or chore tasks (e.g., meal preparation and routine household and/or chore tasks (e.g., meal preparation and routine household and/or chore tasks (e.g., meal preparation and routine household and/or chore tasks (e.g., meal preparation and routine household and/or chore tasks (e.g., meal preparation and routine household and/or chore tasks (e.g., meal preparation and routine household and/or chore tasks (e.g., meal preparation and routine household and routine househ				
	qualified homemaker, when the caregiver regularly responsible for these activities is temporarily absent or unable to manage the home and care for him		nd care for him		
	or herself or others in the home.				
Service	Service LIMITS				
Homemaker	Not more than eight (8) hours per month and not more than 2 times a month for cleaning services.				

Provider Type	Provider Qualifications	Rate for	Rate for
		Agency	Individual
Individual Homemakers or Service Agencies	☐ Taxpayer identification number required and must produce proof that business is bonded and insured.	Up to \$35 hr.	Up to \$25 hr.

^{*} Agency Rates include fringe, taxes, overhead and indirect, collateral time Issues, travel time and mileage.

APPENDIX E: INDIVIDUAL PROVIDER APPLICATION Commonwealth of Massachusetts **Autism Division of the Department of Developmental Services** APPLICATION TO QUALIFY AS A PROVIDER OF AUTISM SUPPORT SERVICES Name: Date: Address: SSN:# E-Mail: Phone: Waiver Program Services: **Expanded Habilitation, Education** Please indicate your experience level (check all that apply): SENIOR LEVEL THERAPIST (Expanded Habilitation only): Role is to oversee the development and implementation of the Expanded Habilitation, Education Intervention Plan ("HIP"). This includes the creation of the HIP as well as Quarterly Progress Reports. Individuals must attach copies of the following Requirements information: **Doctoral Degree** Applicable License Copy of Current Professional License 1500 hours of Training, including course work Copy of Resume in principles of child development theory and behavior analysis Any other relevant certification documents 2 years of experience in a lead role in □ Copy of MA License or ID Card designing and implementing behaviorally based therapies for children with ASD OR Requirements: Individuals must attach copies of the following Master's Degree information: 2000 hours of Training Copy of Current Professional License 2 years of experience 10 hours Professional Development Copy of Resume Copy of Transcript (to confer training hours) Any other relevant certification documents Copy of MA License or ID Card THERAPIST (Expanded Habilitation only): Families may choose to use a therapist to provide one-toone staff support for the implementation of the Habilitation Plan (HIP) and related tasks as assigned by the Senior Therapist. However this is the choice of the family to hire either a therapist or a direct staff person for the implementation of the plan for the individual receiving Expanded Habilitation, Education. Individuals must attach copies of the following Requirements

- Master's Degree
- 800 hours of Course Work including course work in relevant principles of behavior analysis
- Experience in Development and Implementation of Therapies
- One year Supervised Post Degree Experience
- 10 hours of Professional Development

information:

- Copy of Current Professional License
- Copy of Resume
- Copy of Transcript (to confer training hours)
- Any other relevant certification documents
- Copy of MA License or ID Card

OR

Requirements		Individuals must attach copies of the following
	gree in psychology, education	information:
or related field	gree in psychology, education	
	anna a Marala (Tarababa a barah adbara	Copy of Current Professional License (if
	ourse Work/Training including	applicable)
analysis	relevant principles of behavior	Copy of Resume
Experience in [Development and	Copy of Transcript (to confer training hours)
Implementation	of Therapies rised Post Degree Experience	Any other relevant certification documents
	ofessional Development	Copy of MA License or ID Card
•	neceiena. Bevelepinein	Copy of MA License of 1D Card
OR		
Requirements		Individuals must attach copies of the following
Bachelor's Deg	ree in non-related field	<u>information:</u>
_	raining Experience in the	Conv. of Current Professional License (if
Development a	and Implementation of	Copy of Current Professional License (if applicable)
Therapies	rised Post Degree Experience	Copy of Resume
,	ssional Development	Copy of Transcript (to confer training hours)
	·	Any other relevant certification documents
		Copy of MA License or ID Card
		Copy of MA License of 1D Card
skills training and co Education Services.		ist including one-to-one behavioral interventions and individuals receiving Expanded Habilitation,
Requirements		Individuals must attach copies of the following
18 years or old		information:
 Bachelor's Deg GED 	ree, High School Diploma or	Copy of Resume
	upervised Training, of which at	Copy of Diploma or GED
least 30 hours,	in behaviorally based	Copy of Transcript (to confer training hours)
•	nildren with ASD	☐ Names and Contact information of two
	nce working one-to one with n Autism Spectrum Disorder if	references
	of supervised training required	
	Professional References	Copy of MA License or ID Card
Waiver Program Services: Habilitation/ADL/Independent Living Skills Habilitation/Community Integration Family Training		
Requirements		Individuals must attach copies of the following
18 years or old	er	information:
•	ree, High School Diploma or	Copy of Resume
GED	•	Copy of Diploma or GED
	nce working one-to one with n Autism Spectrum Disorder	
	shall have the ability to	Copy of Transcript (to confer training hours)
communicate e	effectively in the language and	☐ Names and Contact information of two
	style of the child to whom they	references
-	s and his or her family	Copy of MA License or ID Card
	I is overseeing the Habilitation ing activity he/she must meet	

all relevant state and federal licensure or		
certification requirements in their discipline		
2 Personal or Professional References		
Additional Waiver Program Services:		
Respite		
REQUIREMENTS FOR RESPITE STAFF:		
Requirements	Individuals must attach copies of the following	
	information:	
 18 years of age or older High School Diploma or GED 2 Personal or Professional References Ability to communicate in the language and style of Individual (Not Applicable for Homemaker Services) History of working with children with an Autism 	 ☐ Copy of Resume (to demonstrate history of working with children with ASD) ☐ Copy of Diploma or GED ☐ Names and Contact information of two references ☐ Copy of MA License or ID Card 	
Spectrum Disorder o (Not Applicable for Homemaker Services)		
Homemaker REQUIREMENTS:		
Requirements	Individuals must attach copies of the following	
 Tax Identification Number Licensed and Bonded for working in someone's home 18 years of age or older 2 Personal or Professional References 	information: Tax Identification Number Names and Contact information of two references Copy Licensure and Bondage Certification Copy of MA License or ID Card	
Service Area: Please indicate geographic region(s) where you are a	ble to provide services (Check all that apply):	
West □Southeast □Central □Metro □Northeast		
If applicable, please list the town/s that you <i>do not</i> provide service to within a particular geographic area: 1. 3. 5. 2. 4. 6.		
Please indicate if you have staff available who speak a language in addition to English:		
Language One: Language Two:	Language Three:	
Provider Directory:		
☐ I am applying to qualify to provide service/supports to only.		
Name of Individual		
☐ I am willing to be placed on a Master List of qualified providers to be considered by individuals/families.		

CERTIFICATION

I certify that the statements made by me on this application are true and complete to the best of my knowledge. I understand that if I knowingly make any misstatement of fact I am subject to disqualification and dismissal and to such other penalties as may be prescribed by law or personnel regulations. All statements made on this application, including employment information or conviction records, are subject to verification as a condition of employment. By signing this statement, I hereby give permission for the release of any and all information for the sole purpose of conducting an employment check. Further, I understand that this will include a mandatory criminal history background check (CORI).

Applicant's Signature	Date

PLEASE MAIL ONLY TO ONE APPLICATION THE AUTISM SUPPORT CENTER IN YOUR AREA:

(Please mail **only one** application even if you are interested in serving a large geographic area)

Autism Alliance of Metrowest:

14 East Central St. Natick, MA 01760 # 508-652-9900 Serving: Metrowest

Autism Resource Center (HMEA):

71 Sterling Street, West Boylston, MA 01583 #508-835-4278

Serving: Central, MA

Community Resources for People with Autism (ACL):

116 Pleasant St. Easthampton, MA 01027 #413-529-2428

Serving: Western, MA

Community Autism Resources:

2315 GAR Highway, Swansea, MA 02777

#508-379-0371 Serving: Southeast

TILL and Boston Families for Autism:

20 Eastbrook Rd. Dedham, MA 02026

#781-302-4600 x 4835 Serving: Greater Boston

The Family Autism Center (SNCARC):

789 Clapboardtree Street, Westwood, MA 02090

#781-762-4001, X. 310 Serving: Norfolk County Area

NSARC: The Autism Support Center:

6 Southside Road, Danvers, MA 01923

#978-777-9135 x, 2301 or 2302

Serving: Northeast

CORI REQUEST MA ASD WAIVER PROGRAM

Public Partnerships, LLC has been certified by the Criminal History Systems Board for access to conviction and pending criminal case data. I understand that a criminal record check will be conducted for conviction and pending criminal case information only and that it will not necessary disqualify me. The information below is correct to the best of my knowledge.

APPLICANT SIGNATURE	
FIRST NAME LAST NAME	MIDDLE NAME
MAIDEN NAME OR ALIAS (IF APPLICABLE)	PLACE OF BIRTH
DATE OF BIRTH: SOCIAL SECURITY NUMBI	ER MOTHER'S MAIDEN NAME
ADDRESS: —	
PHONE:	
SUPPORT BROKER: I VERIFY THAT ALL PROVIDER QUALIFICATION PRINT SUPPORT BROKER NAME	ONS HAVE BEEN REVIEWED AND COMPLETED
FRINT SUFFORT BROKER NAME	
SIGNATURE OF SUPPORT BROKER	AUTISM SUPPORT CENTER
ASD WAIVER PROGRAM PARTICIPANT INFORM	IATION (If Applicable)
FIRST NAME	LAST NAME

SIGNATURE OF PPL AUTHORIZED REPRESENTATIVE

Confidentiality Notice

The Documents accompanying this transmission contain confidential information intended for a specific individual and purpose. The information is private and is legally protected by law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in relation to the contents of this telecopied information is strictly prohibited.

APPENDIX E: CONTRACT FOR RESPITE SERVICES

EMPLOYMENT AGREEMENT For Respite Services under the Autism Waiver Program BETWEEN EMPLOYER AND EMPLOYEE

The Employee is hired and supervised directly by the Employer. The Employee must comply with the policies outlined below. This document must be signed and a copy maintained by the Employer and Employee and a copy must be included in the Employment Packet that is sent to PPL.

Tantas to rigital management
This employment Agreement is made this day of, 20, by and
between(Parent or Legal Guardian), hereinafter called "Employer,"
and, hereinafter called "Employee." The purpose of this
Agreement is to establish the responsibilities of the parties to each other. The Employee is an
Employee at will. The child served under this agreement is
Service
The following service will be provided by the Employee
The duration of the service is from: (End Date may be left blank if family wishes)
Begin Date:/ to End Date:/
Employee will providehours of services per
Compensation
The Employee shall be compensated for his or her service at the hourly rate of \$

Duration of Agreement

Parties to Agreement

This Agreement will be effective when it is signed by both parties. Either party may terminate this Agreement and the employment contemplated herein at any time and without liability for doing so, by giving the other party hereto at least **5** (five) days prior notice. Notice may be provided either orally or in writing. When employment is terminated, the Employer must send a 'NOTICE OF DISCONTINUED EMPLOYMENT' form to PPL. This form can be found in the Employer packet.

Modification of Agreement

This Agreement may be modified by Agreement of both parties. Modification of this Agreement must be in writing. Signed copies of all new Agreements must be provided to PPL.

Scheduling

If the Employee is unable to work a scheduled time, the Employee shall provide at least _____hours advance notice to the Employer, in order for the Employer to find an alternate. A change in time by the Employer or Employee must be scheduled at least _____ hours in advance. In case of emergency, the Employee will notify the Employer or another designated person. Such person shall be designated in advance, in writing. If an Employee is knowingly going to be late, he or she shall notify the Employer by telephone.

Employee Qualifications, Duties and Policies

The Employee attests that he or she meets the minimum qualifications for employment in the Autism Waiver Program and hereby agrees to the duties and policies as specified below. Qualifications, duties and policies of the Employee include, but are not limited to, the following:

- 1. Employee is 18 years of age or older.
- 2. Employee completed provider credentialing process
- 3. Employee has received a satisfactory result from the CORI process.
- 4. Employee has the required skills to perform Employee care services as specified in the Autism Support Plan.
- 5. Employee possesses a valid Social Security Number and is authorized to work in the United States.
- 6. Employee can demonstrate the capability to perform health maintenance activities required by the Employer or specified in the child's Autism Support Plan, or be willing to receive training in performance of the specified health maintenance activities.
- 7. Employee agrees that Federal Income, Medicare, Social Security and Massachusetts Income Tax (as applicable) shall be withheld from Employee wages per IRS Form W-4 and Massachusetts Form VA-4 as completed by the Employee.
- 8. Employee acknowledges and understands that funds available for payment are authorized by the Commonwealth of Massachusetts, Department of Developmental Services in advance of work performed. Payment to the Employee shall only be made as authorized by the Commonwealth of Massachusetts, Department of Developmental Services. Employees shall only perform work within the authorized hour amount as they will not be compensated by the Commonwealth of Massachusetts, Department of Developmental Services for work performed in excess of the authorized amount.
- 9. The Employee will not be paid for services not performed or time not worked and will not be paid for services when the consumer is hospitalized.
- 10. Timesheets must be properly completed and signed by both the Employer and the Employee. Hours recorded on timesheets cannot exceed the authorized number of hours. Timesheets are due to PPL within two business days from the end of the pay period. Timesheets received after two days will be paid within the next payroll cycle. Incorrect timesheets will be returned and no paycheck will be issued. Timesheets must be submitted by the consumer or Employee in accordance with the payroll schedule provided in this packet. Timesheets must be received within 30 days of when the services are provided, timesheets received after 30 days cannot be guaranteed payment.
- 11. All documents required by the Employment Packet, must be completed by the Employee and submitted to PPL prior to performing work.

- 12. All paychecks are mailed directly to the Employee's home or are sent by direct deposit.
- 13. Payment of Employee wages is from Federal and State funds. Any false claims, statements, documents or concealment of material facts will be prosecuted under applicable Federal and State laws.
- 14. Employee agrees to assist the family by providing the services and performing the activities specified in the Autism Support Plan.
- 15. Employee agrees to provide Employee Services as specified in the Autism Support Plan on a schedule mutually agreed upon between the Employer and the Employee. Occasional variations in the Employee tasks and in the schedule may occur, based on mutual Agreement of the parties.
- 16. In the event of illness, emergency, or incident preventing Employee from providing scheduled service to the Employer, the Employee agrees to notify the Employer as soon as possible so that the Employer can obtain assistance from someone else.
- 17. Employee agrees to confidentially maintain all information regarding the Employer and to respect the Employer's privacy.
- 18. Employee understands that the Employee is employed by the Employer and not the Autism Support Broker, Public Partnerships, LLC, or the Commonwealth of Massachusetts.
- 19. Employer's property is not to be used for the Employee's personal use, unless mutually agreed upon by both parties prior to use of property. All private matters discussed during working times shall be kept confidential.
- 20. Employees are to be punctual and respectful of all family members. All instructions as to care shall be carried out carefully. The Employer's telephone may be used only with permission.
- 21. Misrepresentation of time, services, individuals and/or other information is not permitted in the Department of Developmental Services Autism Waiver Program's Fiscal Agent program. If the Employer or Employee sign a timesheet that is determined to misrepresent information, the consumer may lose the option of consumer-direction.

Employer Responsibilities

- 1. Employer agrees to orient, train, and direct the Employee in providing the Employee services that are described and authorized by the Autism Support Plan or that are requested by the Employer.
- 2. Employer agrees to establish a mutually agreeable schedule for the Employee's services, either orally or in writing.
- 3. Employer agrees to provide adequate notice of changes in the Employee's work schedule in the event of unforeseen circumstances or emergencies, but such notice cannot be guaranteed.
- 4. In consideration of Employee's satisfactory job performance, the Employer agrees to authorize completed Employee timesheets on a regular and timely basis according to the predetermined Payroll Schedule. Net wages will include gross earnings calculated according to the Employee's pay rate minus payroll deductions for Employee's share of applicable state and federal payroll withholdings.
 - 5. Misrepresentation of time, services, individuals and/or other information is not permitted in the Department of Developmental Services Fiscal Agent program. If the Employer or

Employee sign a timesheet that is determined to misrepresent information, the consumer may lose the waiver services.

Mutual Responsibilities

The parties agree to follow the policies and procedures of the consumer's Support Broker, of the Department of Developmental Services Agency's Designees, and of the ASD Waiver Programs. The Employee and Employer agree to hold harmless, release, and forever discharge the Department of Developmental Services, the Autism Support Broker and Public Partnerships, LLC from any claims and/or damages that might arise out of any action or omissions by the Employee, Employer or Consumer.

The Employer and Employee must sign below to begin an employment relationship through this program. By signing below, the Employee and the Employer listed above hereby agree to all qualifications, duties, responsibilities and policies as outlined in this Employment Agreement:	
Employer's Signature:	Date:
Consumer's Name:	Date:
Employee Signature:	Date:
Employee Telephone Number:	Date:

^{*}This form is a part of the Employment Packet and must be completed and sent to your Autism Support Broker.

APPENDIX E: CONTRACT FOR INDIVIDUAL PROVIDERS



CONTRACT (Independent Contractor)

6 Admirals Way Chelsea, MA 02150 866-578-0533

Autism Waiver Program Contract

Family and Provider (Independent Contractor)

WHEREAS, the Department of Developmental Services (DDS) has designated Public Partnerships, LLC (PPL) to provide Financial Management Services to the individuals participant in the Massachusetts Department of Developmental Service's Autism Waiver Program, and

AU ide buc	HEREAS, the DDS Autism Division has identifiedas a "consumer" who is eligible for the UTISM WAIVER PROGRAM services and assistance, and the consumer's parent or legal guardian is ntified as who will be responsible for managing the AUTISM WAIVER PROGRAM's diget for the consumer. HEREAS, consumer, following a review of available choices, has selected as a "provider" of services.
	EREFORE, the Consumer and the Provider hereby agree as follows:
1.	Description of Services and Supports:
	Provider will provide theservices based on the objectives and goals as stated in the Autism Support Plan.
	These services will be forhours per
2.	Compensation:
	Provider will be paid at \$ / hour. Provider will complete PPL timesheet based on actual service provided. Provider will sign, date and provide to the parent or legal guardian to review, sign and date. Timesheets will be submitted to PPL to provide compensation to provider for services and supports rendered to pursuant to a payment schedule described in Section A – Payment Schedule. Time sheets are due for services provided within 30 days of service provision. Time sheets received after 30 days will not be guaranteed payment.

3. Inspection:

Provider agrees to provide reasonable access to PPL and DDS personnel and other appropriate governmental employees to evaluate through inspection or other means the quality, appropriateness and timeliness of services and supports provided.

4. Duration or Agreement and Consumer Choice:

The parties acknowledge that the purpose of the AUTISM WAIVER PROGRAM structure is to allow DDS consumer's family the freedom of choice in their selection of their services and supports and that family may change their choice of service or support provider following consultation with PPL and DDS representatives.

The parties also acknowledge that the AUTISM WAIVER PROGRAM structure allows the provider choice in continuing services or supports. Any termination of services or supports will be effective following advance written notice to provider of 14 days, unless otherwise agreed upon by provider and consumer. Following a termination notice, provider will use its best efforts to maintain services and supports and provide for the health and safety of consumer during the transition period to a new provider.

Contract Begin and End Date: (End Date may remain open ended if family desires)				
Service Begin Date:	/	/	Service End Date:/	

5. Confidentiality and Holder Standards:

Upon receipt of information relating to services for consumer, provider will become a holder of personal data within the meaning of G.L. c.66A. Public Partnerships, LLC, (PPL) has been assigned the responsibilities of performing Financial Management Services for certain individuals in the state of Massachusetts of the Dept. of Mental Retardation (DDS) Autism Waiver Program. In order to carry out the necessary functions of an AUTISM WAIVER PROGRAM, PPL has received access from DDS to personal data relating to the individuals that it will serve. In accordance with G.L. c.123B § 17 and DDS rules and regulations, DDS has designated PPL as a holder of personal data within the meaning of G.L. c. 66A. In order to carry out the necessary functions under the contract between PPL and provider, provider has received access from PPL to personal data and acknowledges its status as a holder of personal data under G.L. c.66A and agrees as follows:

- a) Provider will use the personal data solely for carrying out its responsibilities under the contract with PPL;
- b) Provider will take reasonable steps to protect the physical security of the personal data and to prevent unauthorized access to the data. provider will provide PPL with a written description of the steps taken to maintain physical security;
- c) Provider will provide training to its employees to assure compliance with laws and regulations relating to the confidentiality of personal data, and
- d) Provider will designate an official who will be the custodian of the personal data and will oversee the use of personal data by provider employees.

7. INDEMNIFICATION:

PROVIDER AGREES TO INDEMNIFY AND HOLD PPL AND PPL'S PRINCIPALS, AGENTS, EMPLOYEES AND SUBCONTRACTORS HARMLESS FOR ALL CLAIMS, LOSSES, EXPENSES, INCLUDING ATTORNEY'S FEES, COSTS AND JUDGMENTS THAT MAY BE ASSERTED AGAINST PPL EITHER: (1) BASED ON ANY ACTS OR OMISSIONS ADJUDICATED BY A COURT OF LAW TO BE THE RESPONSIBILITY OF PROVIDER IN CARRYING OUT ITS RESPONSIBILITIES UNDER THIS AGREEMENT OR, (2) AS RESULT OF MEDIATION OR ARBITRATION RELATED TO RESPONSIBILITIES OF PROVIDER UNDER THIS AGREEMENT

8. Provision of Services:

Provider acknowledges and understands that funds available for payment are authorized by the Commonwealth of Massachusetts, Department of Developmental Services in advance of work performed. Payment to the Provider shall only be made as authorized by the Commonwealth of Massachusetts, Department of Developmental Services. Providers shall only perform work within the authorized hour amount as they will not be compensated by the Commonwealth of Massachusetts, Department of Developmental Services for work performed in excess of the authorized amount.

The Provider will not be paid for services not performed or time not worked and will not be paid for services when the consumer is hospitalized.

9. Timesheets:

Timesheets must be properly completed and signed by both the Employer and the Provider. Hours recorded on timesheets cannot exceed the authorized number of hours. Timesheets are due to PPL within two business days from the end of the pay period. Timesheets received after two days will be paid within the next payroll cycle. Incorrect timesheets will be returned and no paycheck will be issued. Timesheets must be submitted by the consumer or Provider in accordance with the payroll schedule provided in this packet.

10. TRAINING REQUIREMENTS & SERVICE REQUIREMENTS

Providers can demonstrate the capability to perform health maintenance activities required by the Employer or specified in the child's autism support plan, or be willing to receive training in performance of the specified health maintenance activities.

Provider agrees to assist the family by providing the services and performing the activities specified in the Autism Support Plan.

14. Fraud

Payment of Provider wages is from Federal and State funds. Any false claims, statements, documents or concealment of material facts will be prosecuted under applicable Federal and State laws.

Misrepresentation of time, services, individuals and/or other information is not permitted in the Department of Developmental Services Autism Waiver Program's Fiscal Agent program. If the Employer or Provider signs a timesheet that is determined to misrepresent information, the consumer may lose the option of consumer-direction.

15. Scheduling of Services & Working in the Family Home

Provider agrees to provide Services as specified in the Autism Support Plan on a schedule mutually agreed upon between the Employer and the Provider. Occasional variations in the Provider tasks and in the schedule may occur, based on mutual agreement of the parties.

In the event of illness, emergency, or incident preventing Provider from providing scheduled service to the Employer, the Provider agrees to notify the Employer as soon as possible so that the Employer can obtain assistance from someone else.

Provider understands that the Provider is employed by the Employer and not the Service Facilitator, Public Partnerships, LLC, or the Commonwealth of Massachusetts.

Employer's property is not to be used for the Provider's personal use, unless mutually agreed upon by both parties prior to use of property. All private matters discussed during working times shall be kept confidential.

Providers are to be punctual, neatly dressed, and respectful of all family members. All instructions as to care shall be carried out carefully. The Employer's telephone may be used only with permission.

13. Mutual Responsibilities

The parties agree to follow the policies and procedures of the consumer's Support Broker, of the Department of Developmental Services Agency's Designees, and of the Autism Waiver program. The Provider and Employer agree to hold harmless, release, and forever discharge the Department of Developmental Services, the Autism Support Broker and their agency and Public Partnerships, LLC from any claims and/or damages that might arise out of any action or omissions by the Provider or Employer.

Employer Responsibilities

- 6. Employer agrees to orient, train, and direct the Provider in providing the services that are described and authorized by the Autism Support Plan or that are requested by the Employer.
- 7. Employer agrees to establish a mutually agreeable schedule for the Provider's services, either orally or in writing.
- 8. Employer agrees to provide adequate notice of changes in the Employee's work schedule in the event of unforeseen circumstances or emergencies, but such notice cannot be guaranteed.
- 9. In consideration of Provider's satisfactory job performance, the Employer agrees to authorize completed Provider's timesheets on a regular and timely basis according to the predetermined Payroll Schedule.
- 10. Misrepresentation of time, services, individuals and/or other information is not permitted in the Department of Developmental Services Fiscal Agent program. If the Employer or Provider signs a timesheet that is determined to misrepresent information, the consumer may lose the waiver services.

TERM OF AGREEMENT:

THIS AGREEMENT WILL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE CONTRACT ENDS OR IS TERMINATED BY THE EMPLOYER AND AS LONG AS PPL REMAINS THE FINANCIAL MANAGEMENT SERVICE FOR THE AUTISM WAIVER PROGRAM

For «Provider»	Date
For Family Member	

APPENDIX E: TRAINING FORM FOR INDIVIDUAL PROVIDERS

COMMONWEALTH OF MASSACHUSETTS Autism Spectrum Division of the Department of Developmental Services PROVIDER QUALIFICATIONS AND TRAINING VERIFICATION RECORD

(For Employees Hired Directly by Individuals and Families)

Name of Employee:		Name of Individual Receiving Services:	
Autism Support Broker:			
		_	
Autism Clinical Manager			
Waiver Services To Be Provided/Autism	Waiver (please check all that apply:)		
Habilitation/Community Integration		Respite	
ADL/Independent Living Skills		Family Training	
Expanded Habilitation			
ORIENTATION/TRAINING REQUIREMEN	-		
TOPIC	METHOD OF DELIVERY	PROVIDED BY	DATE
Abuse/Neglect Reporting			
Incident Reporting			
Knowledge of Emergency Procedures			
Confidentiality			
Person Specific Information			
I		e training in the above mentioned top	ics. I understand and will comply with all
requirements identified in the materials	5.		
			
Signature of Employee		Date	
1	am the parent/guardian for	I am familiar with	the above mentioned material . I am
satisfied that the Employee has received			essary to carry out their responsibilities.
The same of the sa			,,
Signature		Date	

APPENDIX E: EMERGENCY FORM FOR PROVIDERS WORKING IN A FAMILY'S HOME

IMPORTANT INFORMATION FOR EMPLOYEES WORKING IN MY HOME		
Name:	Phone Number:	
Address:Insurance Coverage: Type:Member ID #:		
Personal Identification:		
Birth Date:		
Sex: M F		
Height:	Weight:	
Eye Color:	Hair Color:	
Distinguishing Features:		
Emergency Contacts:		
Name:		
Address:		
Phone #:		
Relationship:		
Name:		
Address:		
Phone #:		
Relationship:		
Primary Doctor:		
Address:		
Phone #:		
Remember:		
IN A TRUE EMERGENCY, CA	LL 911!	

Things you should know about my child My child has the following Medical conditions: My child takes these Medications: Possible side effects: My child likes: My child does not like and will respond negatively to the following: _____ Listed below are specific situations you may find yourself with my child, and the best way to respond: Situation: What to do: Situation: What to do:

APPENDIX F: AGENCY PROVIDERS

Commonwealth of Massachusetts Autism Division of the Department of Developmental Services APPLICATION TO QUALIFY AS A PROVIDER OF AUTISM SUPPORT SERVICES Name: Date: Address: E-Mail: @ Phone: FEIN:# Service: Expanded Habilitation, Education Please indicate your experience level (check all that apply): SENIOR LEVEL THERAPIST (Expanded Habilitation only): Role is to oversee the development and implementation of the Expanded Habilitation, Education Intervention Plan ("HIP"). This includes the creation of the HIP as well as Quarterly Progress Reports. Agencies must attest that copies of the following Requirements information are on file and available to the Autism Division **Doctoral Degree** if necessary: Applicable License (Do not send with application) 1500 hours of Training, including course work in principles of child development theory and Copy of Current Professional License behavior analysis Copy of Resume 2 years of experience in a lead role in designing and implementing behaviorally based therapies for Any other relevant certification documents children with ASD Copy of MA License or ID Card OR Agencies must attest that copies of the following Requirements: information are on file and available to the Autism Division Master's Degree 2000 hours of Training if necessary: (Do not send with application) 2 years of experience 10 hours Professional Development Copy of Current Professional License Copy of Resume Copy of Transcript (to confer training hours) Any other relevant certification documents Copy of MA License or ID Card THERAPIST (Expanded Habilitation only): Families may choose to use a therapist to provide one-to-one staff support for the implementation of the Habilitation Plan (HIP) and related tasks as assigned by the Senior Therapist. However this is the choice of the family to hire either a therapist or a direct staff person for the implementation of the plan for the individual receiving Expanded Habilitation, Education. Requirements Agencies must attest that copies of the following Master's Degree information are on file and available to the Autism Division if necessary: 800 hours of Course Work including course work in (Do not send with application) relevant principles of behavior analysis Experience in Development and Implementation of Copy of Current Professional License **Therapies** Copy of Resume One year Supervised Post Degree Experience 10 hours of Professional Development Copy of Transcript (to confer training hours) Any other relevant certification documents Copy of MA License or ID Card

OD.	
OR	
 Requirements Bachelor's Degree in psychology, education or related field 	Agencies must attest that copies of the following information are on file and available to the Autism Division if necessary: (Do not send with application)
800 hours of Course Work/Training including course work in relevant principles of behavior analysis	Copy of Current Professional License (If Applicable)
Experience in Development and Implementation of	Copy of Resume
Therapies2 years Supervised Post Degree Experience	Copy of Transcript (to confer training hours)
10 hours of Professional Development	Any other relevant certification documents
•	Copy of MA License or ID Card
OR	
 Requirements Bachelor's Degree in non-related field 800 hours of Training Experience in the Development and Implementation of Therapies 	Agencies must attest that copies of the following information are on file and available to the Autism Division if necessary: (Do not send with application) Copy of Current Professional License (If Applicable)
2 years Supervised Post Degree Experience	Copy of Resume
15 hours Professional Development	
	Copy of Transcript (to confer training hours)
	Any other relevant certification documents
	Copy of MA License or ID Card
 □DIRECT SUPPORT STAFF (Expanded Habilitation only): designated by the Senior Therapist including one-to-one behintegration activities for individuals receiving Expanded Habili Requirements 18 years or older Bachelor's Degree, High School Diploma or GED 120 hours of Supervised Training, of which at least 30 hours, in behaviorally based therapies for children with ASD Direct Experience working one-to one with children with an Autism Spectrum Disorder if not 160 hours of supervised training required 2 Personal or Professional References Waiver Program Services: Habilitation/ADL/Independent Living Skills Habilitation/Community Integration Family Training 	avioral interventions and skills training and community
Requirements	Agencies must attest that copies of the following
18 years or older	information are on file and available to the Autism Division
Bachelor's Degree, High School Diploma or GED Biggst Franciscoper Alice Control of the	if necessary: (Do not send with application)
 Direct Experience working one-to one with children with an Autism Spectrum Disorder 	
Staff members shall have the ability to communicate	Copy of Resume
effectively in the language and communication style of the child to whom they provide services and his or her	Copy of Diploma or GED
family	Copy of Transcript (to confer training hours)
If the individual is overseeing the Habilitation or Family Training activity he/she must meet all relevant	☐ Names and Contact information of two references
state and federal licensure or certification	Copy of MA License or ID Card

Additional Waiver Program Services: Respite REQUIREMENTS FOR RESPITE STAFF: Requirements Agencies must attest that copies of the following information are on file and available to the Autism Division if necessary: Agencies must attest that copies of the following information are on file and available to the Autism Division if necessary: (Do not send with application) Copy of Resume (to demonstrate history of working with children with ASD) Copy of Diploma or GED Names and Contact information of two references Copy of MA License or ID Card Homemaker Copy of MA License or ID Card Copy of MA License or	2 Personal or Professional References	
Requirements Agencies must attest that copies of the following information are on file and available to the Autism Division if necessary: Agencies must attest that copies of the following information are on file and available to the Autism Division if necessary: Do not send with application		1
Requirements ■ 18 years of age or older ■ High School Diploma or GED ■ 2 Personal or Professional References ■ Ability to communicate in the language and style of Individual □ ○ (Not Applicable for Homemaker Services) ■ History of working with children with an Autism Spectrum Disorder □ ○ (Not Applicable for Homemaker Services) ■ Homemaker Agencies must attest that copies of the following information are on file and available to the Autism Division if necessary: (Do not send with application) □ Copy of Resume (to demonstrate history of working with children with ASD) □ Copy of Diploma or GED □ Names and Contact information of two references □ Copy of MA License or ID Card		
 18 years of age or older High School Diploma or GED 2 Personal or Professional References Ability to communicate in the language and style of Individual (Not Applicable for Homemaker Services) History of working with children with an Autism Spectrum Disorder		1
 ■ High School Diploma or GED ■ 2 Personal or Professional References ■ Ability to communicate in the language and style of Individual ○ (Not Applicable for Homemaker Services) ■ History of working with children with an Autism Spectrum Disorder ○ (Not Applicable for Homemaker Services) ■ Homemaker ■ Homemaker		information are on file and available to the Autism Division if necessary:
 ■ 2 Personal or Professional References ■ Ability to communicate in the language and style of Individual ○ (Not Applicable for Homemaker Services) ■ History of working with children with an Autism Spectrum Disorder ○ (Not Applicable for Homemaker Services) ■ Copy of Resume (to demonstrate history of working with children with ASD) ■ Copy of Diploma or GED ■ Names and Contact information of two references ■ Copy of MA License or ID Card 		(20 посооты пты арриомист,
■ History of working with children with an Autism Spectrum Disorder ○ (Not Applicable for Homemaker Services) □ Names and Contact information of two references □ Copy of MA License or ID Card □ Homemaker	 2 Personal or Professional References Ability to communicate in the language and style of 	
Spectrum Disorder Onto Applicable for Homemaker Services) Names and Contact information of two references Copy of MA License or ID Card Homemaker		Copy of Diploma or GED
(Not Applicable for Homemaker Services) Copy of MA License or ID Card Homemaker		Names and Contact information of two references
Homemaker	· ·	
	(Not Applicable for Homemaker Services)	Copy of MA License or ID Card
	Homemaker REQUIREMENTS for Homemaker Services:	,
Requirements Agencies must attest that copies of the following		
information are on file and available to the Autism Division if necessary:		
■ Tax Identification Number (Do not send with application)	Tax Identification Number	
■ Licensed and Ronded for working in someone's home		
18 years of age or older Tax Identification Number		
2 Personal or Professional References Names and Contact information of two references	 2 Personal or Professional References 	Names and Contact information of two references
Copy Licensure and Bondage Certification		Copy Licensure and Bondage Certification
Copy of MA License or ID Card		Copy of MA License or ID Card
Note: The Agency is responsible for assuring that a current and valid CORI is on file for all staff noted above.	Note: The Agency is responsible for assuring that a curr	ent and valid CORI is on file for all staff noted above.
The agency applying to qualify to provide service/supports to only.	☐ The agency applying to qualify to provide service/supports	s to only.
Name of Individual The agency is willing to be placed on a Master List of qualified providers to be considered by individuals/families.	The agency is willing to be placed on a Master List of gua	
The agency is willing to be placed on a Master List of qualified providers to be considered by individuals/families.	The agency is willing to be placed on a master List of qua	illieu providers to be considered by individuals/ramilies.
Please indicate geographic region(s) where you are able to provide services (Check all that apply): West Southeast Metro	☐West ☐Central ☐I	Southeast
Northeast If applicable, please list the town/s that you <i>do not</i> provide service to within a particular geographic area:	en e	ervice to within a particular geographic area:
1. 3. 5. 2. 4. 6.		
 4. Please indicate if you have staff available who speak a language in addition to English: 		
Language One: Language Two: Language Three:	, ,	
	, , , , , , , , , , , , , , , , , , ,	
CERTIFICATION I certify that the statements made on this application are true and complete to the best of my knowledge. Any misstatement of fact, may lead to disqualification and dismissal and to such other penalties as may be prescribed by law or regulations. All statements made on this application, including employment information or conviction records are subject to verification as a condition of qualification as a provider. By signing this statement, I hereby give permission for the release of any and all information necessary to verify staff qualifications.		ICATION
Signature of Authorized Agency Date	I certify that the statements made on this application are true misstatement of fact, may lead to disqualification and dismiss or regulations. All statements made on this application, inclusubject to verification as a condition of qualification as a prov	and complete to the best of my knowledge. Any sal and to such other penalties as may be prescribed by law ding employment information or conviction records are ider. By signing this statement, I hereby give permission for
Representative	I certify that the statements made on this application are true misstatement of fact, may lead to disqualification and dismiss or regulations. All statements made on this application, inclusively to verification as a condition of qualification as a proventhe release of any and all information necessary to verify statements.	and complete to the best of my knowledge. Any sal and to such other penalties as may be prescribed by law ding employment information or conviction records are ider. By signing this statement, I hereby give permission for ff qualifications.

APPENDIX F: AGENCY CONTRACT



-- FY 2009 CONTRACT --

6 Admirals Way Chelsea, MA 02150 866-578-0533

	Autism Waiver Program Contract			
	Family			
	And			
	Provider (Agency or Independent Contractor)			
Fir	HEREAS, the Department of Developmental Services (DDS) has designated Public Partnerships, LLC (PPL) to provide nancial Management Services to the individuals participant in the Massachusetts Department of Developmental rvices Autism Waiver Program, and			
W	HEREAS, the DDS Autism Division has identifiedas a "consumer" who is eligible for the AUTISM AIVER PROGRAM services and assistance, and the consumer's parent or legal guardian is identified as who will be responsible for managing the AUTISM WAIVER PROGRAM's budget for the consumer.			
	HEREAS, consumer, following a review of available choices, has selected as a rovider" of services.			
ΤĿ	IEREFORE, the Consumer and the Provider hereby agree as follows:			
6.	Description of Services and Supports:			
	Provider will provide theservices based on the objectives and goals as stated in the Autism Support Plan.			
	These services will be forhours per			
7.	Compensation:			
	Provider will be paid at \$ / hour. Provider will complete PPL timesheet based on actual service provided. Provider will sign, date and provide to the parent or legal guardian to review, sign and date. Timesheets will be submitted to PPL to provide compensation to provider for services and supports rendered to pursuant to a payment schedule described in Section A – Payment Schedule. Time sheets are due for services provided within 30 days of service provision. Time sheets received after 30 days will not be guaranteed payment.			

8. Inspection:

Provider agrees to provide reasonable access to PPL and DDS personnel and other appropriate governmental employees to evaluate through inspection or other means the quality, appropriateness and timeliness of services and supports provided.

9. Duration or Agreement and Consumer Choice:

The parties acknowledge that the purpose of the AUTISM WAIVER PROGRAM structure is to allow DDS consumer's family the freedom of choice in their selection of their services and supports and that family may change their choice of service or support provider following consultation with PPL and DDS representatives.

The parties also acknowledge that the AUTISM WAIVER PROGRAM structure allows the provider choice in continuing services or supports. Any termination of services or supports will be effective following advance written notice to provider of 14 days, unless otherwise agreed upon by provider and consumer. Following a termination notice, provider will use its best efforts to maintain services and supports and provide for the health and safety of consumer during the transition period to a new provider.

Contract Begin and End Date: (End Date may remain open ended if family desires)				
Service Begin Date:/	Service End Date://			

10. Confidentiality and Holder Standards:

Upon receipt of information relating to services for consumer, provider will become a holder of personal data within the meaning of G.L. c.66A. Public Partnerships, LLC, (PPL) has been assigned the responsibilities of performing Financial Management Services for certain individuals in the state of Massachusetts of the Dept. of Mental Retardation (DDS) Autism Waiver Program. In order to carry out the necessary functions of an AUTISM WAIVER PROGRAM, PPL has received access from DDS to personal data relating to the individuals that it will serve. In accordance with G.L. c.123B § 17 and DDS rules and regulations, DDS has designated PPL as a holder of personal data within the meaning of G.L. c. 66A. In order to carry out the necessary functions under the contract between PPL and provider, provider has received access from PPL to personal data and acknowledges its status as a holder of personal data under G.L. c.66A and agrees as follows:

- e) Provider will use the personal data solely for carrying out its responsibilities under the contract with PPL;
- f) Provider will take reasonable steps to protect the physical security of the personal data and to prevent unauthorized access to the data. provider will provide PPL with a written description of the steps taken to maintain physical security;
- g) Provider will provide training to its employees to assure compliance with laws and regulations relating to the confidentiality of personal data, and
- h) Provider will designate an official who will be the custodian of the personal data and will oversee the use of personal data by provider employees.

11. INDEMNIFICATION:

PROVIDER AGREES TO INDEMNIFY AND HOLD PPL AND PPL'S PRINCIPALS, AGENTS, EMPLOYEES AND SUBCONTRACTORS HARMLESS FOR ALL CLAIMS, LOSSES, EXPENSES, INCLUDING ATTORNEY'S FEES, COSTS AND JUDGMENTS THAT MAY BE ASSERTED AGAINST PPL EITHER: (1) BASED ON ANY ACTS OR OMISSIONS ADJUDICATED BY A COURT OF LAW TO BE THE RESPONSIBILITY OF PROVIDER IN CARRYING OUT ITS RESPONSIBILITIES UNDER THIS AGREEMENT OR, (2) AS RESULT OF MEDIATION OR ARBITRATION RELATED TO RESPONSIBILITIES OF PROVIDER UNDER THIS AGREEMENT.

12. Provision of Services:

Provider acknowledges and understands that funds available for payment are authorized by the Commonwealth of Massachusetts, Department of Developmental Services in advance of work performed. Payment to the Provider shall only be made as authorized by the Commonwealth of Massachusetts, Department of Developmental Services. Providers shall only perform work within the authorized hour amount as they will not be compensated by the Commonwealth of Massachusetts, Department of Developmental Services for work performed in excess of the authorized amount.

The Provider will not be paid for services not performed or time not worked and will not be paid for services when the consumer is hospitalized.

13. Timesheets:

Timesheets must be properly completed and signed by both the Employer and the Provider. Hours recorded on timesheets cannot exceed the authorized number of hours. Timesheets are due to PPL within two business days from the end of the pay period. Timesheets received after two days will be paid within the next payroll cycle. Incorrect timesheets will be returned and no paycheck will be issued. Timesheets must be submitted by the consumer or Provider in accordance with the payroll schedule provided in this packet.

14. TRAINING REQUIREMENTS & SERVICE REQUIREMENTS

Providers can demonstrate the capability to perform health maintenance activities required by the Employer or specified in the child's autism support plan, or be willing to receive training in performance of the specified health maintenance activities.

Provider agrees to assist the family by providing the services and performing the activities specified in the Autism Support Plan.

16. Fraud

Payment of Provider wages is from Federal and State funds. Any false claims, statements, documents or concealment of material facts will be prosecuted under applicable Federal and State laws.

Misrepresentation of time, services, individuals and/or other information is not permitted in the Department of Developmental Services Autism Waiver Program's Fiscal Agent program. If the Employer or Provider signs a timesheet that is determined to misrepresent information, the consumer may lose the option of consumer-direction.

17. Scheduling of Services & Working in the Family Home

Provider agrees to provide Services as specified in the Autism Support Plan on a schedule mutually agreed upon between the Employer and the Provider. Occasional variations in the Provider tasks and in the schedule may occur, based on mutual agreement of the parties.

In the event of illness, emergency, or incident preventing Provider from providing scheduled service to the Employer, the Provider agrees to notify the Employer as soon as possible so that the Employer can obtain assistance from someone else.

Provider understands that the Provider is employed by the Employer and not the Service Facilitator, Public Partnerships, LLC, or the Commonwealth of Massachusetts.

Employer's property is not to be used for the Provider's personal use, unless mutually agreed upon by both parties prior to use of property. All private matters discussed during working times shall be kept confidential.

Providers are to be punctual, neatly dressed, and respectful of all family members. All instructions as to care shall be carried out carefully. The Employer's telephone may be used only with permission.

13. Mutual Responsibilities

The parties agree to follow the policies and procedures of the consumer's Support Broker, of the Department of Developmental Services Agency's Designees, and of the Autism Waiver program. The Provider and Employer agree to hold harmless, release, and forever discharge the Department of Developmental Services, the Autism Support Broker and their agency and Public Partnerships, LLC from any claims and/or damages that might arise out of any action or omissions by the Provider or Employer.

Employer Responsibilities

- 11. Employer agrees to orient, train, and direct the Provider in providing the services that are described and authorized by the Autism Support Plan or that are requested by the Employer.
- 12. Employer agrees to establish a mutually agreeable schedule for the Provider's services, either orally or in writing.
- 13. Employer agrees to provide adequate notice of changes in the Employee's work schedule in the event of unforeseen circumstances or emergencies, but such notice cannot be guaranteed.
- 14. In consideration of Provider's satisfactory job performance, the Employer agrees to authorize completed Provider's timesheets on a regular and timely basis according to the predetermined Payroll Schedule.
- 15. Misrepresentation of time, services, individuals and/or other information is not permitted in the Department of Developmental Services Fiscal Agent program. If the Employer or Provider signs a timesheet that is determined to misrepresent information, the consumer may lose the waiver services.

TERM OF AGREEMENT:

THIS AGREEMENT WILL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE CONTRACT ENDS OR IS TERMINATED BY THE EMPLOYER AND AS LONG AS PPL REMAINS THE FINANCIAL MANAGEMENT SERVICE FOR THE AUTISM WAIVER PROGRAM.

For «Provider»	Date	
For Family Member	Date	

PLEASE MAIL COMPLETED AGREEMENT TO THE AUTISM SUPPORT BROKER.

APPENDIX G: Providers of Educational Habilitation Services



-- FY 2009 CONTRACT --

6 Admirals Way Chelsea, MA 02150 866-578-0533

Autism Waiver Program Contract for Family and Provider (Agency or Independent Contractor) **Expanded Habilitation, Education Services** WHEREAS, the Department of Development Services (DDS) has designated Public Partnerships, LLC (PPL) to provide Financial Management Services to the individuals participant in the Massachusetts Department of Developmental Services Autism Waiver Program, and WHEREAS, the DDS Autism Division has identified ______ as a "consumer" who is eligible for the AUTISM WAIVER PROGRAM services and assistance, and the consumer's parent or legal guardian is identified as who will be responsible for managing the AUTISM WAIVER PROGRAM's budget for the consumer. WHEREAS, consumer, following a review of available choices, has selected as a (Sr. Level Therapist, Therapist or Direct Support Staff) to deliver Expanded Habilitation, Education Services as defined by the Autism Support Plan. THEREFORE, the Consumer and the Provider hereby agree as follows: 11. Description of Services and Supports: Provider will provide the **Expanded Habilitation**, **Education** services based on the MA DDS Autism Waiver Service Requirements, which includes the development of the Habilitation, Intervention Plan, (HIP) and related Quarterly Progress Reports. This in-home based behavioral program will use (ABA, Floor-Time, RDI, etc) as the basis for this in-home habilitation service. These services will be for hours per . 12. Compensation: Provider will be paid at \$______ / hour. Provider will complete PPL timesheet based on actual service provided.

13. Inspection:

Provider agrees to provide reasonable access to PPL and DDS personnel and other appropriate governmental employees to evaluate through inspection or other means the quality, appropriateness and timeliness of services and supports provided.

Provider will sign, date and provide to the parent or legal guardian to review, sign and date. Timesheets will be submitted to PPL to provide compensation to provider for services and supports rendered to pursuant to a payment schedule described in Section A – Payment Schedule. Time sheets are due for services provided within 30 days of

service provision. Time sheets received after 30 days will not be guaranteed payment.

14. Duration or Agreement and Consumer Choice:

The parties acknowledge that the purpose of the AUTISM WAIVER PROGRAM structure is to allow DDS consumer's family the freedom of choice in their selection of their services and supports and that family may change their choice of service or support provider following consultation with PPL and DDS representatives.

The parties also acknowledge that the AUTISM WAIVER PROGRAM structure allows the provider choice in continuing services or supports. Any termination of services or supports will be effective following advance written notice to provider of 14 days, unless otherwise agreed upon by provider and consumer. Following a termination notice, provider will use its best efforts to maintain services and supports and provide for the health and safety of consumer during the transition period to a new provider.

Contract Begin and End Date: (End Date may remain open ended if family desires)				
Service Begin Date:/	_/	Service End Date:		

15. Confidentiality and Holder Standards:

Upon receipt of information relating to services for consumer, provider will become a holder of personal data within the meaning of G.L. c.66A. Public Partnerships, LLC, (PPL) has been assigned the responsibilities of performing Financial Management Services for certain individuals in the state of Massachusetts of the Dept. of Mental Retardation (DDS) Autism Waiver Program. In order to carry out the necessary functions of an AUTISM WAIVER PROGRAM, PPL has received access from DDS to personal data relating to the individuals that it will serve. In accordance with G.L. c.123B § 17 and DDS rules and regulations, DDS has designated PPL as a holder of personal data within the meaning of G.L. c. 66A. In order to carry out the necessary functions under the contract between PPL and provider, provider has received access from PPL to personal data and acknowledges its status as a holder of personal data under G.L. c.66A and agrees as follows:

- i) Provider will use the personal data solely for carrying out its responsibilities under the contract with PPL;
- j) Provider will take reasonable steps to protect the physical security of the personal data and to prevent unauthorized access to the data. provider will provide PPL with a written description of the steps taken to maintain physical security;
- k) Provider will provide training to its employees to assure compliance with laws and regulations relating to the confidentiality of personal data, and
- l) Provider will designate an official who will be the custodian of the personal data and will oversee the use of personal data by provider employees.

15. INDEMNIFICATION:

PROVIDER AGREES TO INDEMNIFY AND HOLD PPL AND PPL'S PRINCIPALS, AGENTS, EMPLOYEES AND SUBCONTRACTORS HARMLESS FOR ALL CLAIMS, LOSSES, EXPENSES, INCLUDING ATTORNEY'S FEES, COSTS AND JUDGMENTS THAT MAY BE ASSERTED AGAINST PPL EITHER: (1) BASED ON ANY ACTS OR OMISSIONS ADJUDICATED BY A COURT OF LAW TO BE THE RESPONSIBILITY OF PROVIDER IN CARRYING OUT ITS RESPONSIBILITIES UNDER THIS AGREEMENT OR, (2) AS RESULT OF MEDIATION OR ARBITRATION RELATED TO RESPONSIBILITIES OF PROVIDER UNDER THIS AGREEMENT.

16. Provision of Services:

Provider acknowledges and understands that funds available for payment are authorized by the Commonwealth of Massachusetts, Department of Developmental Services in advance of work performed. Payment to the Provider shall only be made as authorized by the Commonwealth of Massachusetts, Department of Developmental Services. Providers shall only perform work within the authorized hour amount as they will not be compensated by the Commonwealth of Massachusetts, Department of Developmental Services for work performed in excess of the authorized amount.

The Provider will not be paid for services not performed or time not worked and will not be paid for services when the consumer is hospitalized.

17. Timesheets:

Timesheets must be properly completed and signed by both the Employer and the Provider. Hours recorded on timesheets cannot exceed the authorized number of hours. Timesheets are due to PPL within two business days from the end of the pay period. Timesheets received after two days will be paid within the next payroll cycle. Incorrect timesheets will be returned and no paycheck will be issued. Timesheets must be submitted by the consumer or Provider in accordance with the payroll schedule provided in this packet.

18. TRAINING REQUIREMENTS & SERVICE REQUIREMENTS

Providers can demonstrate the capability to perform health maintenance activities required by the Employer or specified in the child's autism support plan, or be willing to receive training in performance of the specified health maintenance activities.

Provider agrees to assist the family by providing the services and performing the activities specified in the Autism Support Plan.

18. Fraud

Payment of Provider wages is from Federal and State funds. Any false claims, statements, documents or concealment of material facts will be prosecuted under applicable Federal and State laws.

Misrepresentation of time, services, individuals and/or other information is not permitted in the Department of Developmental Services Autism Waiver Program's Fiscal Agent program. If the Employer or Provider sign a timesheet that is determined to misrepresent information, the consumer may lose the option of consumer-direction.

19. Scheduling of Services & Working in the Family Home

Provider agrees to provide Services as specified in the Autism Support Plan on a schedule mutually agreed upon between the Employer and the Provider. Occasional variations in the Provider tasks and in the schedule may occur, based on mutual agreement of the parties.

In the event of illness, emergency, or incident preventing Provider from providing scheduled service to the Employer, the Provider agrees to notify the Employer as soon as possible so that the Employer can obtain assistance from someone else.

Provider understands that the Provider is employed by the Employer and not the Service Facilitator, Public Partnerships, LLC, or the Commonwealth of Massachusetts.

Employer's property is not to be used for the Provider's personal use, unless mutually agreed upon by both parties prior to use of property. All private matters discussed during working times shall be kept confidential.

Providers are to be punctual, neatly dressed, and respectful of all family members. All instructions as to care shall be carried out carefully. The Employer's telephone may be used only with permission.

13. Mutual Responsibilities

The parties agree to follow the policies and procedures of the consumer's Support Broker, of the Department of Developmental Services Agency's Designees, and of the Autism Waiver program. The Provider and Employer agree to hold harmless, release, and forever discharge the Department of Developmental Services, the Autism Support Broker and their agency and Public Partnerships, LLC from any claims and/or damages that might arise out of any action or omissions by the Provider or Employer.

Employer Responsibilities

- 16. Employer agrees to orient, train, and direct the Provider in providing the services that are described and authorized by the Autism Support Plan or that are requested by the Employer.
- 17. Employer agrees to establish a mutually agreeable schedule for the Provider's services, either orally or in writing.
- 18. Employer agrees to provide adequate notice of changes in the Employee's work schedule in the event of unforeseen circumstances or emergencies, but such notice cannot be guaranteed.
- 19. In consideration of Provider's satisfactory job performance, the Employer agrees to authorize completed Provider's timesheets on a regular and timely basis according to the predetermined Payroll Schedule.
- 20. Misrepresentation of time, services, individuals and/or other information is not permitted in the Department of Developmental Services Fiscal Agent program. If the Employer or Provider signs a timesheet that is determined to misrepresent information, the consumer may lose the waiver services.

TERM OF AGREEMENT:

THIS AGREEMENT WILL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE CONTRACT ENDS OR IS TERMINATED BY THE EMPLOYER AND AS LONG AS PPL REMAINS THE FINANCIAL MANAGEMENT SERVICE FOR THE AUTISM WAIVER PROGRAM.

- <u></u>	
For «Provider»	Date
For Family Member	

PLEASE MAIL COMPLETED AGREEMENT TO THE AUTISM SUPPORT BROKER.

APPENDIX G: Providers of Educational Habilitation Services

Expanded Habilitation, Education Providers

Service Requirements for the

Autism Waiver Program

To: Senior Level Therapists, Therapists and Direct Staff Support From: The Autism Waiver Program of the Autism Division at DMR

Re: Process and Requirements for providing Expanded Habilitation, Education Intervention

Welcome to the Autism Waiver Program! This is an exciting opportunity to provide in-home supports to children with autism. The goal of these services is to help remediate the behavioral, social, and communication deficits associated with the child's diagnosis of autism. This is a Federal Medicaid Home and Community Based Services Waiver Program, which means that the state receives a portion of the funds expended to run the Program back from the Federal Government and these funds help the state's overall revenue. In order to ensure that that the state receives these funds the Autism Division must run the Program according to the requirements established by Medicaid. There are numerous requirements for the Program as a whole; and a few of these requirements are related to the in-home interventions that you will provide. These requirements are outlined below and will be discussed in more detail with the staff of the Autism Waiver Program (Brokers and Clinical Managers) when you meet with the family to sign the required contracting and related payroll documents.

Service Requirements for Expanded Habilitation, Education Interventions

- 1. The Autism Waiver Program is governed by a participant directed service model. This approach allows families to have control over the types of services and interventions that they want for their child as long as they are within the defined parameters of the Program. For Therapists and Senior Level Therapists, this means listening to families' needs and goals (outlined in the Autism Support Plan completed by the Waiver Program Staff and family) and taking these into account when creating the Habilitation Interventions Plan (HIP). The HIP, for some of you, may be duplicative of what you already have in place for behavioral planning; however in order to aggregate data across Providers, the Program needs you to use our form, which is attached.
- 2. In addition to the HIP, the Program is required to receive Quarterly Progress Reports from you on the child's progress on the objectives as outlined in the Plan. A Progress Report Form is attached. These will be collected and reviewed by the Autism Clinical Manager.
- 3. All Providers are required to complete a Contract Agreement with each family that outlines the services you intend to provide and also outlines expectations for both parties. Along with the Contract Agreement each Provider must complete a Vendor Information Form and the W-9 Form (tax forms) as required by the Financial Management System (FMS) in order for you to receive payment. The Support Broker will bring all of these materials to the family's home and you will all complete them together. The signed Contract as well as the necessary tax forms will be sent by the Broker to the FMS.
- 4. Providers are also required to complete a timesheet each week that services are provided. A timesheet form is located in the packet with the Vendor Information Form; please adhere to the instructions provided in the packet and submit timesheets at least on a bi-weekly basis, according to the provided schedule, to the FMS. Timesheets submitted 30 days or more after services were rendered cannot be guaranteed for payment. Both you and the family will sign the timesheet, and, therefore, you can decide together the most efficient process for submitting the timesheet to the FMS.

APPENDIX G: Providers of Educational Habilitation Services

MA DDS Autism Division Expanded Habilitation, Education Intervention Plan (HIP) Autism Waiver Program

CHILD'S NAME:		DATE OF BIRTH:	
PARENT/GUARDIAN N	AME(s):		
SENIOR LEVEL THERA	APIST/AGENCY:		
DATE OF INTERVENTI	ON PLAN:	LAST REVIEW:	
In the space below, ple		tion of the child's known problem times, known su targeted behaviors, and their definitions	accessful situations or
K	nown Problem Times or	r Situations (narrative)	7
Kn	own Successful Times o	or Situations (narrative)	
Challenging	Definition or Description	on	
Behaviors			
1.			
2.			
3.			

4.

In the space below, please provide a basic description of intervention that should be utilized for each of the behaviors listed above, as well as the manner in which data will be collected to monitor progress on the treatment of that behavior.

Behavior 1	Child's Action	Parent/Provider Action	Data
(From Above)	(Be as specific as possible)	(Be as specific as possible)	(indicate type and frequency of data collection)
	1.	2.	
	3.	4.	
	5.	6.	

Behavior 2	Child's Action	Parent/Provider Action	Data
(From Above)	(Be as specific as possible)	(Be as specific as possible)	(indicate type and frequency of data collection)
	1.	2.	
	3.	4.	
	5.	6.	

Behavior 3	Child's Action	Parent/Provider Action	Data
(From Above)	(Be as specific as possible)	(Be as specific as possible)	(indicate type and frequency of data collection)
	1.	2.	
	3.	4.	
	5.	6.	

Behavior 4	Child's Action	Parent/Provider Action	Data
(From Above)	(Be as specific as possible)	(Be as specific as possible)	(indicate type and frequency of data collection)
	1.	2.	
	3.	4.	
	5.	6.	

The	e fo	llowi	ng j	peopl	e have reviewed the pla	<u>ın:</u>	
_			-	.~			

Family Member/Guardian:	DATE
Support Broker:	DATE
Autism Division Designee:	DATE

Progress Tracking Form

Directions: Senior Level Therapists should update the chart below with the current information on a quarterly basis and email a copy of this report to The Autism Clinical Manger and/or Autism Support Broker. Data points will most likely be the average or summary of a session of data (i.e. one service date), but may be different based on data collection methodology and frequency of data collection. To fill in cells, double click on table, then select correct cell to type data. Averages will calculate automatically.

Behavior 1 Data (Last 3 data points):

	Data Point 1	Data Point 2	Data Point 3	Average			
BL				N/A			
Q1				N/A			
Q2				N/A			
Q3				N/A			
Q4				N/A			
	Behavior 2 Data (Last 3 data points):						
	Data Point 1	Data Point 2	Data Point 3	Average			
BL				N/A			
Q1				N/A			
Q2				N/A			
Q3				N/A			
Q4				N/A			
Behavior 3	Data (Last 3 Data Point 1	data points): Data Point 2	Data Point 3	Average			
BL				N/A			
Q1				N/A			
Q2				N/A			
Q3				N/A			
Q4				N/A			
Behavior 4 Data (Last 3 data points):							
	Data Point 1	Data Point 2	Data Point 3	Average			
BL				N/A			
Q1				N/A			
Q2				N/A			
Q3				N/A			
Q4				N/A			
BL	Q1	Q2	Q3	Q4			
N/A	N/A	N/A	N/A	N/A			