

Title: Child Welfare Manual  
Section 8: Administrative  
Chapter 7: Contracted Services  
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## **Chapter 7 Overview**

This chapter outlines procedures for utilizing contracted providers and services for the Children's Division (CD).

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### **Memoranda History:**

[CD06-72](#); CD12-27

## 7.1 Transportation Service Contract

Transportation Service contracts, (C311140001, C311140002 and C311140003) went into effect August 1, 2011. The transportation contracts provide alternative means of addressing transportation needs when all efforts to arrange more desirable transportation have been exhausted and determined to not be possible. Some of the reasons for accessing transportation services may include transportation to school parental visits, medical visits, etc.

Transportation contractors only provide non-emergency transportation services for Children's Division (CD) clients needing short term trips that can be completed in one day and are related to a child/family service plan. The intent is for these contracts to be utilized like pre-arranged taxi services and per the contract, CD staff should make every effort to arrange these services with the contractor via written notification at least twenty-four (24) hours prior to the need for service.

### Transportation Contract Utilization

When considering transportation services or making arrangements for a CD client to be transported, staff must consider the following conditions:

- **Is the service for which the client is being transported a Medicaid eligible service?** If so, staff must contact the Managed Care provider for that client. If the client is covered by MC+ Managed Care, see the number on the back of the member card. If covered by MC+ fee for service call, 1-866-269-5927 to arrange transportation.
- **Have all other more desirable means of transportation been explored and exhausted?** Staff must attempt to arrange transportation through other staff, volunteers, resource providers, , etc. before considering the use of a contracted transportation service provider.
- **Are the clients in Residential Treatment?** The residential facilities are required to provide transportation to children placed in their facility under terms of their residential treatment contracts.
- Contracted transportation service providers are only required to provide a curb to curb service. If door to door service is needed, staff should utilize one of the other preferred transportation arrangements.
- Only children age sixteen (16) and older determined to be capable may travel alone. If there is any question about the ability of a child to safely reach the destination alone a parent, guardian, CD staff or adult companion approved by CD should accompany him/her.
- All children under the age of sixteen (16) must be accompanied by a parent, guardian, CD staff or adult companion approved by CD. An exception may be made for children ages thirteen (13) to fifteen (15) deemed capable of traveling alone, but only after the

CD has received written authorization from the child's parent or legal guardian. All other children must be accompanied by a parent, guardian, CD staff or adult companion approved by CD.

**In the event no other transportation arrangements can be employed, staff must make arrangements with the transportation contractor(s) in their circuit for the transportation of the client. It is only at this point that transportation contracts may be utilized.**

Contracted transportation providers are not required to provide the following: car seats, specialized passenger restraint equipment, adult companions, aides, or door to door service. If any of these items or services are needed it is the responsibility of CD staff to address those needs prior to arranging the service.

It is up to the local offices to meet with the contractors and make specific arrangements for referrals, invoicing, and service verification process.

On occasion, it is conceivable that staff has explored the use of all more desirable or preferred means of transportation including the use of a contracted provider and arrangements for transportation still cannot be achieved. Then, and only then, is it acceptable to pursue the use of a non-contracted/fee based transportation provider outside the contract. Invoices for any fee based transportation outside the contract being submitted for payment MUST include written documentation of all efforts to use more desirable or preferred transportation, explanations why a contracted provider could not be utilized and written approval from the Regional Director, his/her designee or the Circuit Manager authorizing the use of a non-contracted provider before payment will be made.

## **Referrals**

Per the contract, CD should make every effort to provide the contractor a written notification twenty-four (24) hours prior to the service being necessary. Contractors have the right to refuse services if not given twenty-four (24) hours notice, but are required to make every effort to meet our needs. Documentation of continual refusal by a contractor may be reason to terminate a contract. The notification is to include names of the client and any companions, the pickup address, the destination address, the time of pickup, and the client's expected duration at the destination. It is necessary to make 3 copies of the referral (vendor copy, CD file copy, and client record copy).

The local office must make specific arrangements with the contractor(s) in regard to the specific referral procedure, how to refer a client, where to refer, contact persons, etc.

## **Invoicing**

Per the contract, the contractor must submit an itemized monthly invoice to the local state agency office which authorized the clients' transportation service. For each client transported

during the month, the contractor shall indicate the date of service, number of revenue miles, and if there was a companion:

- A revenue mile shall be defined as the distance covered by a vehicle during which conveyance of a state agency client(s) and/or authorized companion is provided. Partial miles shall be rounded to the nearest whole mile. If transportation is provided for more than one client, at the same time, the contractor shall invoice for the total number of revenue miles incurred. The contractor shall not invoice for each client separately.
- The contractor's invoices must be received by the state agency within ten calendar days of the end of the month in which the services were provided. Supplemental and corrected invoices must be received by the applicable state agency office within 60 calendar days of the end of the month in which the services were provided.
- The contractor's invoices must contain all information requested by the state agency.
- In the event the contractor has another contract with the state agency that requires transportation as part of the contract, the contractor shall not invoice the state agency for those transportation services under the transportation service specified herein.

The local office must make specific arrangements with the contractor(s) in regard to the information included on the invoice, where the invoice should be submitted, contact person, etc.

### **Payment**

Per the contract, the contractor shall be paid at the applicable firm, fixed price per revenue mile stated on the Pricing Page for transportation services provided:

- The state agency shall not be required to make payments for invoices which are not submitted.
- The contractor shall be compensated for each revenue mile.
- The contractor shall not be compensated for transporting clients who were not authorized by the state agency.
- The contractor shall not be compensated under this contract for transporting clients that are receiving transportation services through other contracts with the state agency that require transportation as part of the other contract.

**There is no special/independent allocation for Transportation Services. These services are paid with CTS funds. Upon receipt and approval of the invoice, the local office must enter the payment into SAM II.**

## **Service Verification**

Per the contract, the contractor shall understand and agree that adequate verification and full documentation shall be defined to mean that the contractor's records are such that an orderly examination by a reasonable person is possible and can be conducted without the use of information extrinsic to the records and that such an examination can readily determine the following:

- That the contractor's services were, in fact, provided;
- That each service is verified by contemporaneous certification by the recipient of each service; (e.g. recipient signature upon receipt of services.)
- When service was provided;
- The extent or duration of each service;
- All amounts received by the contractor for payment of services rendered;
- To whom service was provided;
- The name of the contractor's personnel providing the service; and
- The written authorization provided by the state agency for the provision of services.

## **Chapter Memoranda History:** (prior to 01-31-07)

[CD06-72](#)

## **Memoranda History:**

[CD11-71](#)

## **7.2 Children's Treatment Services (CTS)**

CTS provide services across the Division's continuum of care. All children and families served through CTS must have an open involvement with the Division, such as an open child abuse/neglect (CA/N) investigation, family assessment, family centered service case, family-centered out-of-home case or adoption. CTS should be used, as a payer of last resort, with children and families to prevent CA/N and to treat the negative consequences of CA/N occurrence. These services are administered by third party providers, which may include the provision of counseling and therapy; parent aide and education services; and/or, intensive in-home services (family preservation). Services are provided in order to keep children from entering Family Centered Out-of-Home Care (FCOOHC) as well as to return children safely to their homes or other permanency plan. Children and families may present a multitude of problems, which may require a variety of services.

All CTS authorizations should be entered and approved through local protocols. All CTS payments should be processed as outlined in the [FACES Financial Systems Payment Handbook](#). Payments must be entered by Central Office when a service was performed by someone without prior authorization or when a CTS service was provided by someone without a CTS contract (i.e., court ordered service). Courts may order someone who does not have a CTS contract to perform a service for a child or family. If that occurs, staff should make every effort, through appropriate supervisory channels, to refer perspective CTS vendors to the Contract Management Unit in Central Office in order to allow for prior written authorization to be entered in a timely manner.

CTS are established through contracts with vendors statewide to provide the following: mental health services; supplemental services; crisis intervention services; emergency medical examination services (related to CA/N investigations); transportation services; juvenile court diversion; and, intensive in-home services. Each service is listed below.

### **CTS Contracts**

#### **Mental Health Services Contract**

The Mental Health Services Contract is primarily intended to provide mental health assessments, psychological testing and treatment to children and families not otherwise eligible, covered, or receiving the specific mental health services by another entity.

The following should be considered prior to authorizing services under this contract:

- All children with an open FCOOHC or Adoption case must use a Medicaid provider for any type of behavioral health services. This includes individual and family counseling, testing and assessment, etc.
- If a non-Medicaid provider serves the client(s), a bill that includes CPT (current procedural terminology) codes must be submitted with the payment request. The CPT codes will be used to determine the amount that Medicaid would have paid.

This is the maximum amount that will be paid for that service, by CD, as CD is a Medicaid agency.

- Adult clients are not eligible for counseling under straight Medicaid. If they do belong to a Managed Care plan, they are eligible for counseling services, but only through the plan network. Staff should be sure to explore all these options before authorizing counseling through CTS.
- If counseling services are court ordered, workers still **MUST** use either a Medicaid provider or a provider who has a CTS contract to provide the specific service needed. Most court orders do not specify which provider is to be used. If a provider is used who does not have a CTS contract, payment will be denied or reduced to the current rate paid under Medicaid.
- The client receiving the counseling must have active/open CA/N, case management or adoption involvement with the Division.

Mental Health Services include the following:

- Mental Health Assessment - Assessment services to identify the treatment needs of the individual or family for the purpose of assisting the Division to develop and implement a treatment plan to correct or minimize those needs.
- Psychological Testing - Testing services which shall include: 1) the administration and interpretation of an individual battery of tests; 2) the submission of a written report stating the result of the tests; and 3) a recommendation for treatment.
- Individual Therapy - Individual therapy in the form of guidance and instruction.
- Family Therapy - Intensive family therapy treatment services to families at the contractor's facility or in the home of the family.
- •Group Therapy - Guidance and instruction provided through therapeutic interaction between the contractor and a group consisting of two or more individuals.

### **Supplemental Services Contract**

The Supplemental Services Contract is intended to provide way for the Division to offer a variety of services as needed based on the identified needs of children and families. The client or group of clients served through supplemental services must have active/open CA/N, case management or adoption involvement with the Division. The services provided through the supplemental contract are intended to prevent further incidents of child abuse and neglect, to meet the case specific needs of children and families with open/active involvement with the Division.

The following is a listing of the types of services under the Supplemental Services Contract:

- Day Treatment - Therapeutic day treatment program for emotionally disturbed, developmentally disadvantaged, and abused or neglected children also providing therapy for members of the child's family.
- Family Assistance – Placement of an aide to assist a child, or his/her family, with normal daily living activities, assessing community resources, and providing one-on-one temporary supervision. This service is for individuals with mental or other developmental disabilities.
- Respite Care - The provision of 24 hour per day placement services for children who are living outside their own homes and who need short term placement.
- Parent Aide - Placement of a trained parent aide in the home of a family as part of the family/client's case treatment plan. The aide assists the parent(s) in developing parenting and homemaking skills.
- Tutoring - Provisions of services to children enrolled in and attending school for educational enhancement.
- Mentoring - One-on-one services provided directly to a child to meet identified goals in the areas of problem solving, peer pressure, and socially acceptable behavior.
- Service Delivery Coordination - The provision of activities related to the coordination of the delivery of services, or the development, identification, and acquisition of resources for clients in need of a variety of services.
- Resource Coordination - Identifying and accessing community resources on behalf of a specific child or family.
- Parent Education Program - The contractor provides an instructional program in the form of appropriate parenting techniques for a group consisting of five or more individuals.
- Parent Training Program - Provisions of an instructional program that is competency based to demonstrate appropriate parenting techniques

### **Intensive In-Home Services and Intensive Family Reunification Contracts**

#### **Intensive In-Home Services**

Intensive In-Home Services (IIS) are intensive in nature, provided in the home setting and designed to prevent the unnecessary out-of-home placement of children. These services are provided only to families authorized by the state agency where the following conditions exist:

- There is a child abuse or neglect situation or a child who has committed a status offense. (Some projects also accept referrals on delinquent children and children with severe emotional disturbances);
- One or more child(ren) will be placed in out-of-home care within 48 hours unless the family crisis can be resolved; and
- The family will accept Intensive In-Home Services and the safety of the child(ren) and In-Home Specialist is reasonably assured.

The model represents a psycho-educational crisis intervention approach which emphasizes teaching and skill building during periods when the family is in crisis and most susceptible to change. As the current crisis is resolved, the family is taught alternate responses to minimize future problems.

Intensive In-Home specialists may provide IIS for no more than two (2) families at any one time. Services are provided to the family for a maximum of six weeks and must be delivered in the family's home, school, or other natural environment.

There are no waiting lists for the provision of services. Families referred for these services are accepted for assessment on a first-come, first-serve basis. The contractor accepts all referrals for assessment unless the caseload of the specialist will not allow for the provision of immediate services. If available to provide services, the specialist must see the family within 24 hours of the initial referral. Upon determination that the family is appropriate for IIS, the specialist completes a family assessment that evaluates the safety of the children and of all family members. A treatment plan is developed with the family that sets achievable and measurable goals.

Specialists are available to the family 24 hours per day, seven (7) days per week. Depending upon the needs of the family, the IIS specialist delivers a wide variety of educational and counseling services. Specialists must also, if necessary, transport clients, complete household chores, and obtain additional community services for families.

A crisis intervention fund is maintained for dispensing funds as authorized by CD to provide concrete services to meet the basic or emergency needs of families receiving IIS. When no other resources exist, this fund is used to pay reasonable immediate expenses for families to assist them in resolving the crisis that might otherwise result in removal of a child. Funds are dispensed upon the approval of the Division. The types of expenses covered may include, but are not limited to, rent, clothing, utilities, auto repair, gasoline, pest control, laundry cost, food, etc.

If the assessment determines a family is not appropriate for IIS, the contractor is reimbursed for their time spent screening the family for services.

The essential elements of the IIS Program Include:

- One or more children in the family must be at imminent risk of out-of-home placement;
- No waiting list for services;
- Specialists' availability within 24 hours of referral;
- Home-based service orientation;
- Focus on the entire family as the service recipient;
- Intensive intervention, up to 20 hours per family (or more, if needed), per week;
- Specialists' availability to family 24-hours per day, seven days per week;
- Specialists' delivery of both concrete and counseling services;
- Regular staffing conducted between the specialist, supervisor, referral agent, follow-up provider and other pertinent individuals;
- Crisis intervention fund available for family emergency needs and treatment enhancement;
- Time limited (six week maximum) service period;
- Specialists' caseloads limited to two families;
- Coordination of IIS follow-up services;
- Specialists possess specific educational and training requirements; and,

- Intensive In-Home Services are available statewide for the benefit of all Missouri families.

### **Intensive Family Reunification Services Contract**

The Intensive Family Reunification Services (IFRS) Contract is similar to IIS, except that the intensive services are focused on efforts to reunify children to their families.

The essential elements of the IFRS Program Include:

- One or more children in the family must be at imminent risk of out-of-home placement;
- No waiting list for services;
- Specialists' availability within 24 hours of referral;
- Home-based service orientation;
- Focus on the entire family as the service recipient;
- Intensive intervention, up to 20 hours per family (or more, if needed), per week;
- Specialists' availability to family 24-hours per day, seven days per week;
- Specialists' delivery of both concrete and counseling services;
- Regular staffing conducted between the specialist, supervisor, referral agent, follow-up provider and other pertinent individuals;
- Crisis intervention fund available for family emergency needs and treatment enhancement;
- Time limited (six week maximum) service period;

- Specialists' caseloads limited to two families;
- Coordination of IFRS follow-up services;
- Specialists possess specific educational and training requirements; and,
- Intensive Family Reunification Services are available statewide for the benefit of all Missouri families.

### **Crisis Funds Dispersment Contract**

Crisis Funds Dispersment Contracts, formerly known as Crisis Intervention Services, are contracted with other governmental entities to provide immediate funds to an individual or family in order to alleviate or diffuse a situation of immediate crisis. These funds allow the Division to address the critical financial and resource needs of families served by the Division. The funds are utilized for families being investigated for child abuse/neglect who are receiving Child Welfare Services. The service is accessed only when other resources to alleviate the crisis have been fully explored. Eligible services include, home repair, child safety items, health related purchases, employment/school supplies, household items, rent/mortgage arrears, and transportation.

### **Language Translation and Interpretive Services for People with Hearing Loss Contracts**

The State of Missouri contracts with several agencies to provide interpretive services for people with hearing loss. Staff should only use those providers who are contracted for interpretive services. To obtain a copy of the contract that contains a list of the providers and their rates, staff should call Contract Management.

If a provider is used who is not contracted and it is anticipated that they will be paid over \$3,000 in a year, staff should call Contract Management to obtain a contract.

### **Interpretative and Counseling Services for the Deaf**

Services under this contract provide special services for deaf persons. Persons eligible for these services include:

- Abused and neglected deaf children;
- Deaf members of their families; and
- Deaf applicants for, or recipients of, public assistance benefits for CD.

### **Transportation Contract**

Contractors must provide round trip transportation service for clients between their residence, and other designated location. In addition, the contractor must also transport authorized members of client's family or foster family. A member of the client's family or foster family will either be accompanying the client or, together with the client, be accessing services as a family group.

Clients under the age of 12 years will be accompanied by authorized members of their family or foster family.

Service codes for these services are:

TRAN – Transportation

TRMD – Transportation, Medical

TROM – Transportation, Other

Contractors shall only transport those clients for whom they have received prior written authorization from the state agency.

Purchase of transportation, by miles traveled, to transport clients to and from services, e.g. to medical appointments, counseling sessions, etc.

Services above are available on a statewide basis. MO HealthNet is used in lieu of CTS, when available.

### **Drug Testing Contract**

The Children's Division may conduct drug or alcohol testing services of clients (e.g. parents, caretakers or children in out-of-home care) to comply with court orders. These services may also be utilized without a court order with circuit manager approval when deemed appropriate during child abuse/neglect investigations or family assessments; or with open FCS, FCOOHC or adoption cases.

All data, information, and results related to client drug testing are confidential. Disclosure of information will only be to those individuals whose official business duties necessitate disclosure or as required by law.

Funding for this service is available through a variety of sources, including the Juvenile Office; Drug Courts; a substance abuse treatment facility; the client may be eligible for service payment through MO HealthNet; Managed Care or through the client's own insurance. CTS funding should be utilized as a last resort after all other funding sources have been pursued. CTS funding is primarily for court ordered drug testing, but this contract

may also be used for non-court ordered drug testing, but only with the Circuit Manager's approval.

If there are no other funding sources available, staff should utilize the CTS provider contracted in that circuit. Staff should attach an itemized bill with the CPT (current procedural terminology) codes; and submit to Central Office. Reimbursement for the screenings will be made at MO HealthNet or State contracted rates.

### **Non-Court Ordered Drug Testing**

For non-court ordered situations, the Children's Service Worker may have reasonable suspicion that the child's parent(s) or caretaker(s) are using an illegal substance and may request authorization from the Circuit Manager to request that the parent(s) or caretaker(s) submit to a drug-screening test. Without a court order the parent(s) or caretaker(s) may decline the drug-screening test, at which time the worker will document the reason for the request and the client's refusal as a manual activity. If they decline, the test may NOT be pursued further without a court order.

### **Paternity Testing Contract**

Effective October 1, 2004, Paternity Testing Corporation (PTC) became the sole provider of genetic testing services to the Family Support Division (FSD) and the Children's Division (CD). [Ref: CSE-#51 (2004)] Although FSD is not changing its genetic testing policy, under certain circumstances, CD staff will now be scheduling genetic tests for which CD will have the responsibility for payment.

In the process of terminating parental rights as part of the adoption process, CD staff receives court orders directing a genetic test to clarify paternity. The Department of Social Services has faced conflicts when the orders' wording directed FSD to conduct genetic testing for children for whom legal paternity had already been established.

FSD will not schedule or pay for genetic tests when the legal paternity of a child has been established. It is important to understand the definitions FSD uses to define paternity; these definitions can be found in Section IX, Chapter 1 of the Child Support Enforcement (CSE) Procedural Manual on the Intranet. Basically, "legal paternity" is established when:

- An administrative or judicial order determines a man to be a child's father; or;
- The parents completed an Affidavit Acknowledging Paternity on the Missouri-born child after July 1, 1997; or
- The parents acknowledged paternity of the out-of-state-born child on an affidavit, filed the affidavit in the state where the child was born, and that state's law provides that a paternity acknowledgment by affidavit establishes a legal finding of paternity.

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In these situations, FSD will not schedule or pay for genetic testing. Additional FSD policy on this topic can be found in CSE Procedural Manual, Section IX, Chapter 6. When legal paternity has not been established for the child, FSD will continue to schedule and pay for genetic tests on cases referred by CD staff.

When CD requests or is court ordered to seek a genetic test and FSD is not able and will not schedule or pay for genetic testing, CD will be responsible for scheduling the test and paying for it. In these cases, CD staff should follow the steps outlined in [Section 3, Chapter 5, Attachment G](#).

## **Medical Examinations (SAFE Network and Other Medical Examinations)**

### **Medical Examinations needed during a CA/N Investigation**

Related subject: Section 2 Chapter 4 1.3.1 <a href="#">Investigations Involving Reported Injuries and Sexual Maltreatment</a>
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SAFE Network (Sexual Assault Forensic Examination Network): This is a group of medical professionals who provide comprehensive examinations of child victims of sexual assault. All examinations by SAFE Network physicians are reported on a uniform medical report form and are performed through established protocol. The rate is reimbursed by completing the payment request in FACES with a copy of the itemized bill submitted to Central Office for second level approval, if the child is not eligible for Medicaid.

The Division pays for medical examinations related to child abuse investigations when other payment resources (e.g., Medicaid, private insurance, direct payment by parents, etc.) are not available. Medical payments for Sexual Assault Forensic Exams as a result of a child abuse and neglect investigation are paid at the established Medicaid rate.

### **Legal Fees**

When paying legal fees directly to an attorney for a child in the custody of the Division, the fees should be reimbursed to the attorney or adoptive parent/guardian. If the provider needs to be assigned a vendor number, staff should assign a vendor number according to the instructions in the Children's Service Integrated Payment System, [CSIPS](#), payment handbook.

If the child has not been in CD custody or the court has ordered CD to pay for legal fees for a natural parent, payments must be entered in Central Office. Please be sure to attach a

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copy of the court order to the CS-65, along with a signed W9 Form if the provider does not have a vendor number. The service code in both situations is LEGL.

Guardianship payments for children in CD custody are paid as vendor type UN and program area AC with a service code of LEGL. For children not in the custody of the Division prior to guardianship, these are paid as CT/CT fund code 30 and service code of LEGL. The maximum reimbursement is \$500 per child.

### **Paying for Medical Records**

Fees for copies of medical records are made on the CS-65 using CT-CT, Fund code 30, service code RCRD. If the provider to be paid does not have a vendor number, staff will assign a vendor number according to the instructions in the Children's service Integrated Payment System, [CSIPS](#), payment handbook. Attach the bill to the CS-65 and send the CS-65 and attachments to the Children's Division Payment Unit, Central Office. Payments for medical records for AC children and in the case of a CA/N investigation should never be paid via a DBF-14.

The maximum amount that providers can be paid for copying medical records is as follows:

Retrieval fee:	\$21.36
Per photocopy page:	\$ .50

These rates are per State Statute 191.227 RSMo. In accordance with the law, effective February first of each year, the fees listed shall be increased or decreased annually based on the annual percentage change in the unadjusted, U.S. city average, annual average inflation rate of the medical care component of the Consumer Price Index for All Urban Consumers (CPI-U). The department of health and senior services shall report the annual adjustment and the adjusted fees authorized in this section on the department's internet website by February first of each year.

### **Chapter Memoranda History:** (prior to 01-31-07)

[CD06-72](#)

### **Memoranda History:**

[CD11-71](#); CD12-27