

FREDERICK COUNTY CPMT AGENDA

November 26, 2018

1:00 PM

107 N Kent St

Winchester, VA

1st Floor Conference Room

Agenda

- I. Introductions
- II. Adoption of Agenda
- III. Consent Agenda-See Memo for details
 - A. Approve October Minutes
 - B. Approve Budget Request Forms
- IV. Executive Session
 - A. As Needed
- V. Committee Member Announcements
 - A. As Needed
- VI. CSA Report Jackie Jury
 - A. Financial Report
 - B. CSA Updates
 - 1. HFW ICC Expansion Grant Update
 - 2. Set CPMT Dec 2019 meeting date
- VII. Old Business
 - A. Contracts Jackie Jury
 - B. Parental Agreement Policy Revision Discussion
 - C. Parent Representative position Discussion
 - D. Audit:
 - 1. Final Audit Letter Received
 - 2. Strategic Plan Discussion
- VIII. New Business
 - A. Letter from DBHDS Jackie Jury
 - B. CANS Proposed Policy Change Jackie Jury
 - C. Administrative Memo #18-09 Jackie Jury
 - D. Administrative Memo #18-10 Jackie Jury
 - E. Administrative Memo #18-11 Jackie Jury
- IX. Review Assigned Tasks
- X. Next Meetings
 - A. CPMT December 17, 2018, 1st Floor Conference Room- See Memo for future dates
- XI. Adjourn

**Instructions for Closed Session:

- Motion to convene in Executive Session pursuant to 2.2-3711(A)(4) and (15), and in accordance with the provisions of 2.2-5210 of the Code of Virginia for proceedings to consider the appropriate provision of services and funding for a particular child or family or both who have been referred to the Family Assessment and Planning Team and the Child & Family Team Meeting process, and whose case is being assessed by this team or reviewed by the Community Management and Policy Team
- Motion to return to open session-
- Motion that the Frederick County CPMT certify that to the best of each member's knowledge, (1) only public business matters lawfully exempted from open meeting requirements, and (2) only such public business matters were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the closed meeting.

- Roll Call Affirmation
- Motion to Approve cases discussed in Executive Session

CPMT Meeting Minutes: Wednesday October 24th, 2018

The Community Policy and Management Team (CPMT) Committee met on October 24th, 2018 at 8:30 am in the first-floor conference room at Frederick County Government Offices Administration Building, 107 North Kent Street, Winchester, VA 22601.

The following members were present:

- Jay Tibbs, Frederick County Government
- Dawn Robbins, Parent Representative
- Tamara Green, Frederick County DSS
- Peter Roussos, Court Services Unit
- Mark Gleason, Northwestern Community Services Board

The following members were not present:

- Dana Bowman, Children Service of Virginia
- Dr. Colin M. Greene, Lord Fairfax District Health Department
- Michele Sandy, Frederick County Public Schools

The following non-members were present:

- Jacquelynn Jury, CSA Coordinator
- Brittany Arnold, CSA Account Specialist

Call to Order: Jay Tibbs called the meeting to order at 8:30am.

Adoption of September Agenda: Mark Gleason made a motion to adopt the September agenda as amended; Peter Roussos seconded; CPMT approved.

Consent Agenda: The following items were put in the Consent Agenda for CPMT's approval:

- September 24th CPMT Minutes
- Budget Request Forms – Confidential Under HIPAA

Adoption of September Minutes: Mark Gleason made a motion to approve the September minutes; Tamara Green seconded; the CPMT approved.

Adoption of Budget Request Forms: Mark Gleason made a motion to approve the Budget Request Forms; Dawn Robins seconded; the CPMT approved.

Adoption to Convene to Closed Session: On motion duly made by Peter Roussos and seconded by Mark Gleason, the CPMT voted unanimously to go into Closed Session to discuss cases confidential by law as permitted by Section §2.2-3711 (A) (4) and (15) and in accordance with the provisions of 2.2-5210 of the Code of Virginia.

- Account of Closed Session:

1. Case Review

Adoption of Motion to Come Out of Closed Session: Mark Gleason made a motion to come out of Closed Executive Session and reconvene in Open Session; Tamara Green seconded; the CPMT approved.

Adoption of Motion: The Frederick County CPMT certifies that to the best of each CPMT member's knowledge (1) the only public business matters lawfully exempted from open meeting requirements and (2) only such public business matters were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the closed meeting.

Peter Roussos Aye

Jay Tibbs Aye

Dawn Robbins Aye

Tamara Green Aye

Mark Gleason Aye

New Business:

- **Parental Agreements-**

- The CPMT discussed Parental Agreements for youth who have been placed out of the home one or more times and are coming back to CSA years later for additional residential treatment.
- CPMT members discussed the permeameters of the issues (a new or a previously occurring issue.
- Some discussion points and questions considered were:
 - What was the result of the prior residential intervention?
 - Was the youth discharged successfully from residential treatment?
 - How has the issue (if similar behaviors) changed?
 - Is a clinical approach the most appropriate?
 - Is it more traumatic to send the youth back in residential care?
 - Did the parents cooperate with services during and after the last residential treatment intervention?
- CPMT agreed that Parental Agreements are contingent of case and dependent on the services that have been attempted. CPMT member Mark Gleason drafted and created a summary of the discussion about CPMT's stance on the recurring Parental Agreements in the future to give FAPT more guidance when determining to grant a future Parental Agreement or not.

Review Assigned Tasks: All other agenda items will be deferred to the November meeting.

Next Meeting: The next CPMT meeting is Monday, November 26th at 1:00 p.m. in the First Floor Conference Room in the Frederick County Government Offices Administration Building.

Joint FAPT/CPMT meeting will be held Tuesday, January 29th, 2019 in the CSA conference room on the 2nd Floor of the County Administration building from 1pm-2pm.

Adjournment: Mark Gleason made a motion to adjourn; Peter Roussos seconded; the CPMT approved. The meeting was adjourned at 9:04am.

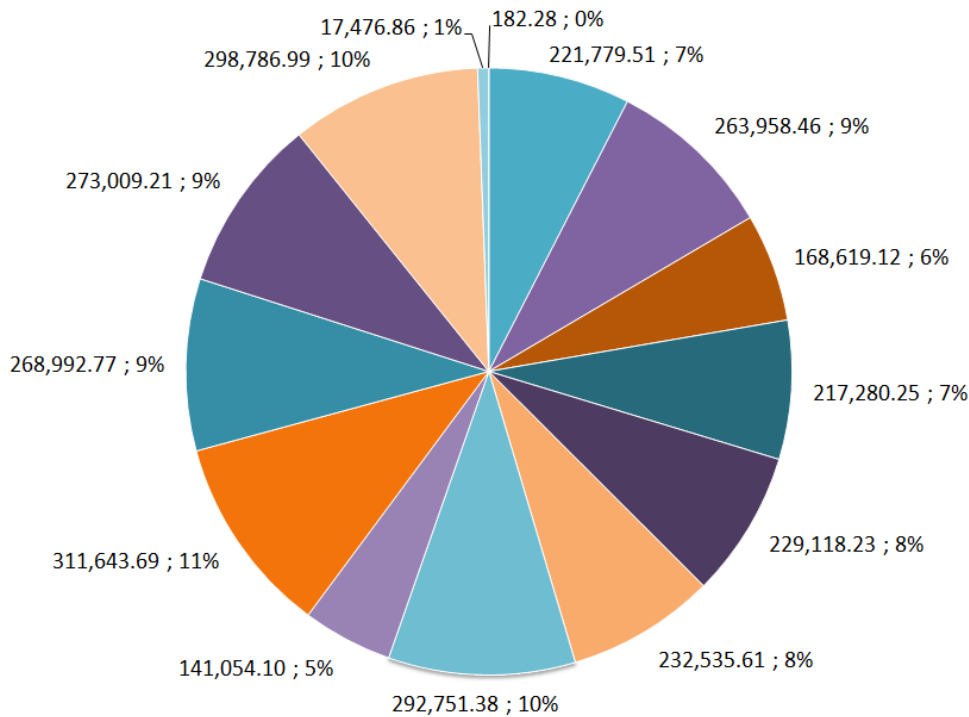
Minutes Completed By: Brittany Arnold



Frederick County CSA Update | Year End 2018

YTD Total Expenditures
of Reports
Submitted: 13

Monthly Reported Expenditures



Expenditure Breakdown

Year End Total Net
Expenditure: \$2,937,188.46

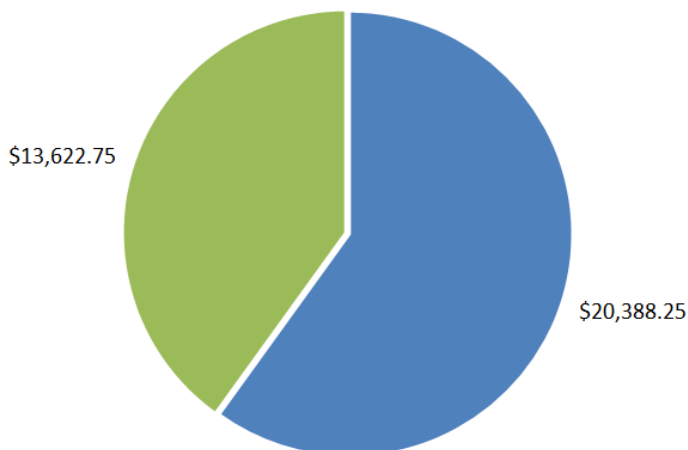
Year End Local Net
Expenditure: \$1,210,870.59

Supplemental Allocation Request

Total Requested: \$718,071.00

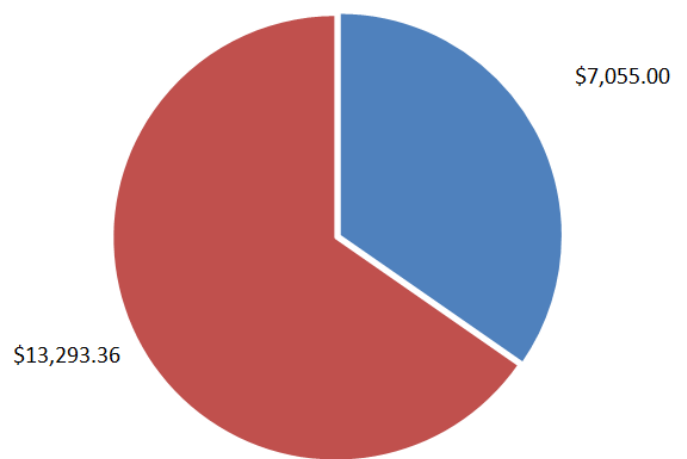
Supplemental Used: \$678,996.10

NonMandated Used



Initial Allocation: \$34,011.00

SpEd Wrap Used



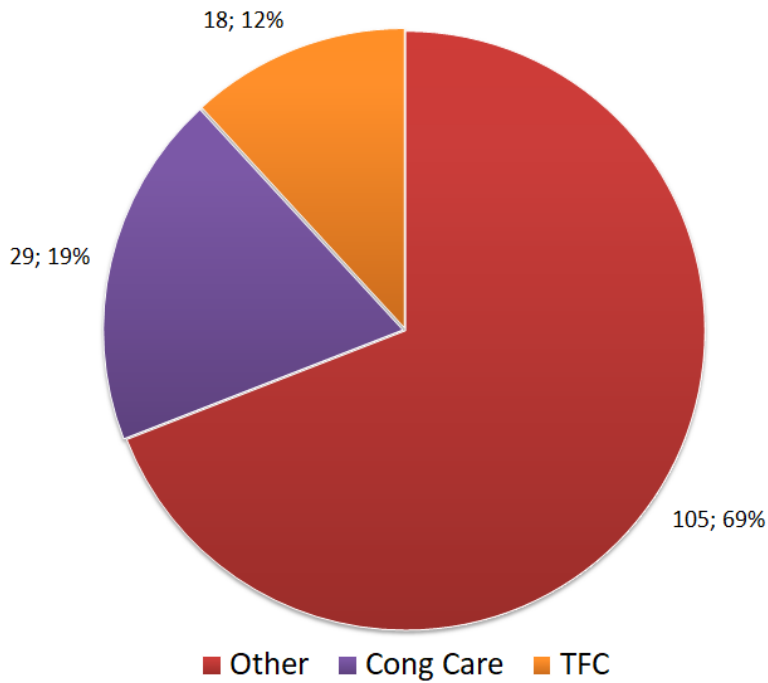
Initial Allocation: \$20,348.36

Unduplicated Child Count Served: 152

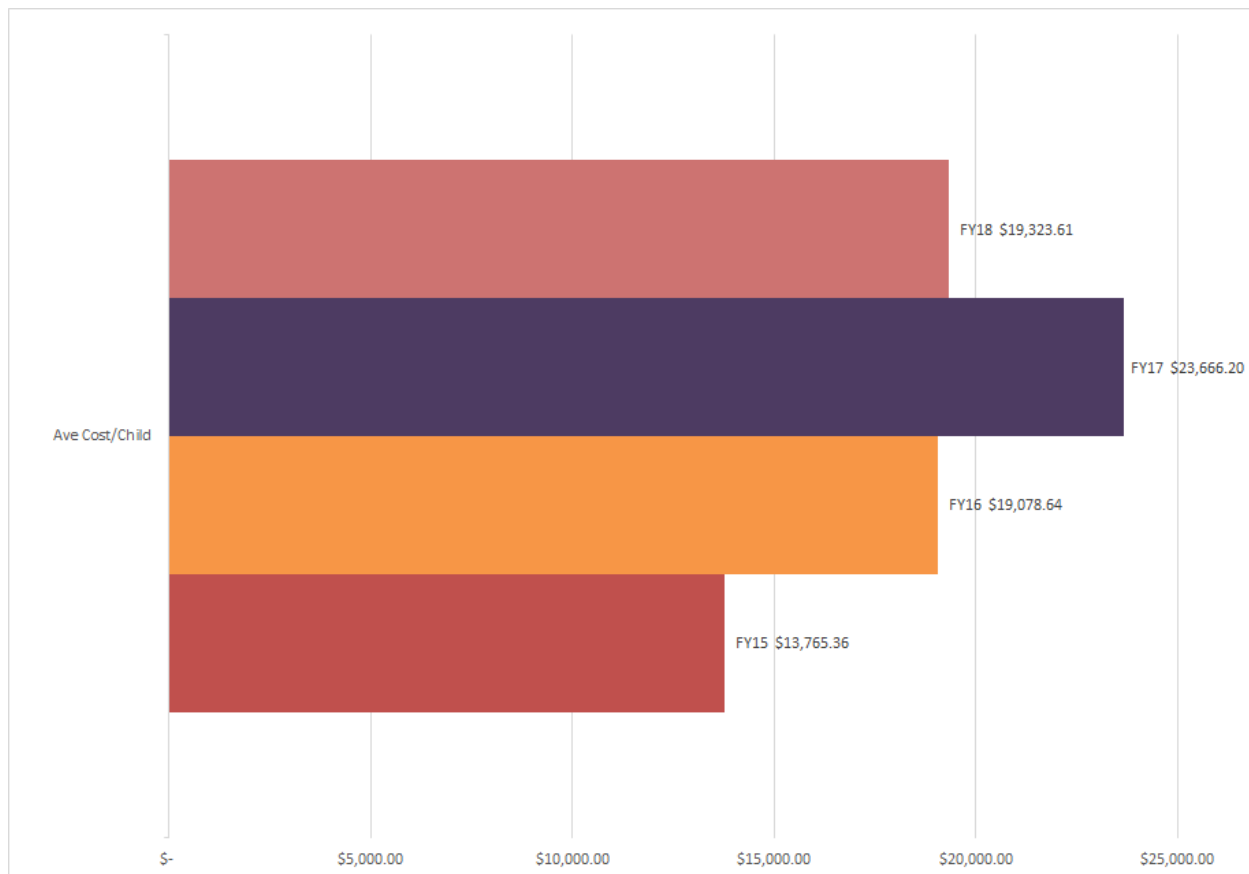
Youth in Congregate Care: 29

Youth in TFC: 18

Placement Environment



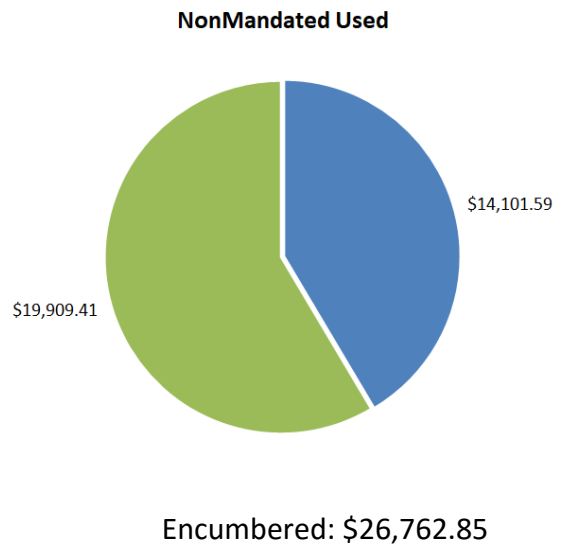
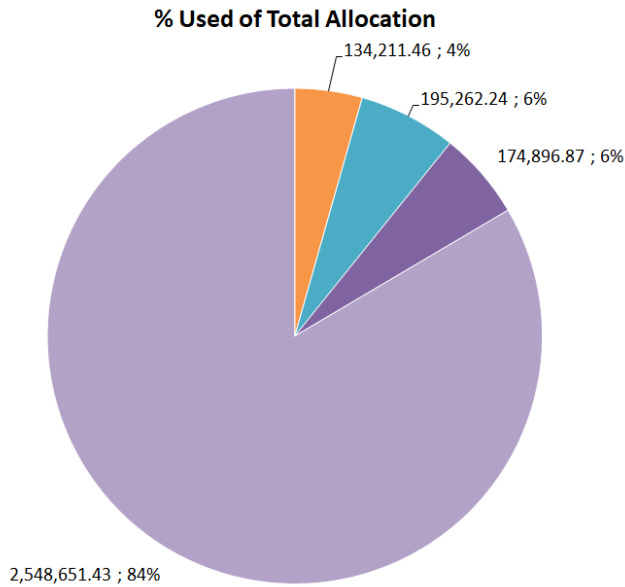
Average Cost Per Child



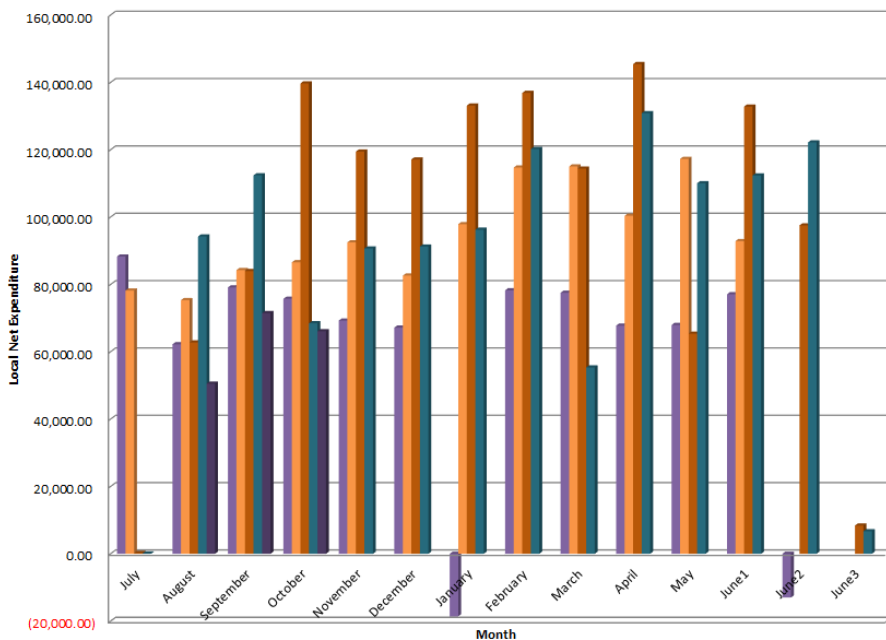


Frederick County CSA Update | October 2018

YTD Total Expenditures
of Reports
Submitted: 3



Monthly Local Share Expenditures



Expenditure Breakdown:

- YTD Total Net: \$504,370.57
- YTD Local Net: \$188,093.38

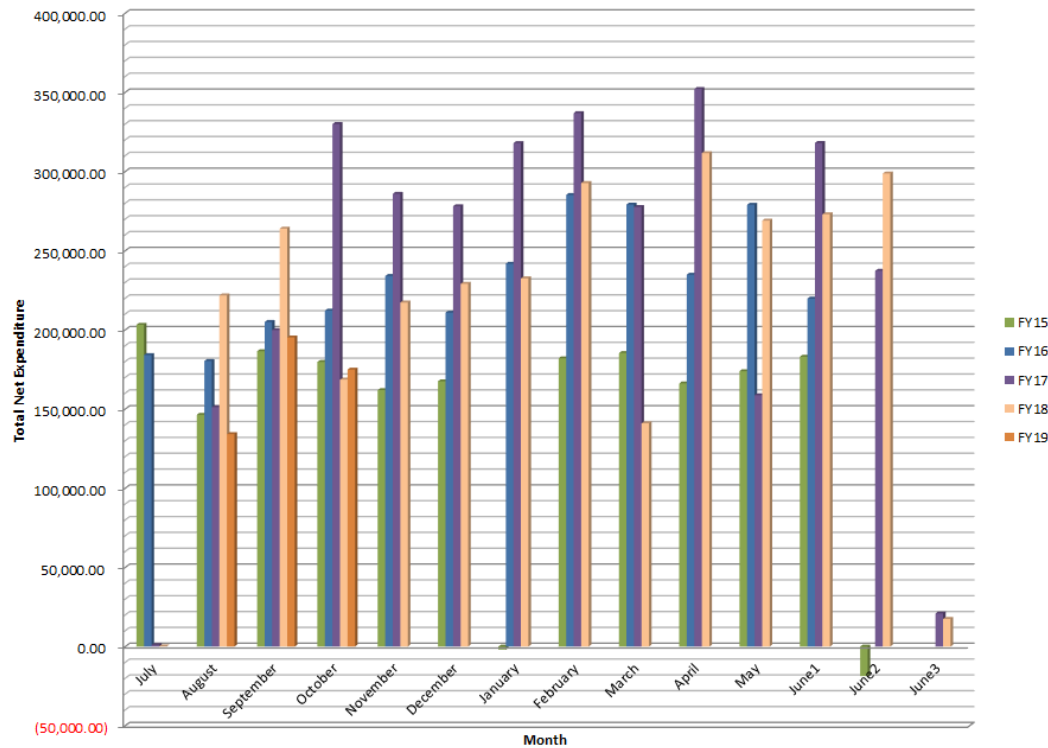
Actual Balances as of 11/8/18:

- Total w/o Wrap: \$2,548,651.43
- Non-Mandated: \$19,909.41
- SpEd Wrap: \$13,730.00
- Wrap Encumbered: \$21,537.00

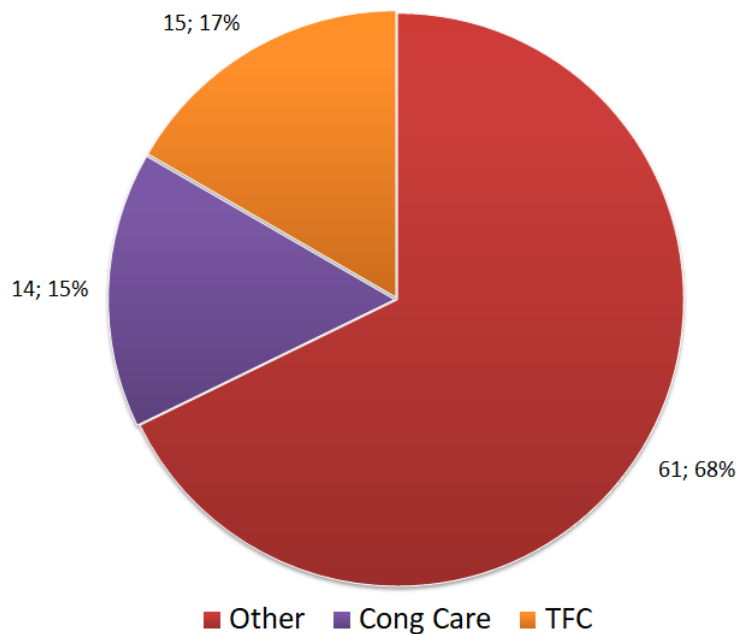
CSA Updates:

HFW Wrap ICC Expansion Grant

- 15 of 30 Referrals
- 12 from Frederick County



Placement Environment



Unduplicated Child Count Served to Date:

90

Youth in Congregate Care to Date: 14

Youth in TFC to Date: 15

Philip E. Pate, Ph.D.
April M. Szilagyi, Psy.D., CSOTP
Licensed Clinical Psychologists

9 N. Loudoun Street
Suite 201-B
Winchester, VA 22601



phone: 540-686-7249
fax: 540-686-7608
EASWinchester@gmail.com

November 5, 2018

Jackie Jury, MS LPC
Frederick County CSA Coordinator
107 N. Kent Street, 2nd Floor
Winchester, VA 22601

re: 2018 CSA Contract

Ms. Jury:

Thank you for taking the time to speak with Dr. Szilagyi and me a few weeks ago. The discussion we had about the contract you sent me earlier was very informative, and very useful. Below I have documented my understanding of specific changes to the Contract to which we all agreed. If you have any corrections or additions to the changes below, please notify me.

We are glad to be offered this opportunity to provide Comprehensive Assessments/Evaluations for Frederick County CPMT. As defined by the Office of Children's Services (Standardized Services Names, CSA Purchased Services, July 2016), that category entails "Service conducted by a qualified professional utilizing a tool or series of tools to provide a comprehensive review with the purpose to make recommendations, provide diagnosis, identify strengths and needs, risk level, and describe the severity of the symptoms." Those services will be provided under the provisions of Addendum B of the Contract, titled, Community Based Services. As such, the provisions of Addenda A and C of the Contract will not apply to the contract I will sign. We agreed also that this office will submit the invoice, along with the report, upon completion of the services requested, rather than sending an invoice for services completed during the preceding month. Since this office will not be providing "ongoing services," as referenced in 8:C, we are not limited to bill "no more than 10 (10) percent of...agreed upon billable hours" to writing of reports or FAPT attendance.

Rates for Services:	Psychological evaluation and preparation of report	\$200.00/hour
	Travel	\$200.00/hour
	Testimony (time in court)	\$250.00/hour

You understand that neither Dr. Szilagyi nor I are providers for Medicaid, Medicare, or private insurance, and cannot bill the families' private insurance. Furthermore, you and I agreed that section 17 of the Agreement for Purchase of Services, requiring that this office indemnify Frederick County CPMT would not be included in the Contract I sign.

I will await your convenience to sign the Contract.

Sincerely,

Philip E. Pate, Ph.D.
Licensed Clinical Psychologist
VA License #0810002997

AMENDMENT

This Amendment (this "Amendment") is entered into between the Frederick County Community Policy and Management Team ("Buyer") and Grafton School, Inc. ("Provider") effective as of July 1, 2018 (the "Effective Date").

WITNESSETH

WHEREAS, Buyer and Provider desire to enter into an Agreement for Purchase of Services relating to services offered by Provider (the "Agreement"), subject to the amendments set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Agreement as follows:

Subcontractors

Section 11 of the Agreement has been amended and the following has been added:

Provider shall ensure all subcontractors are accountable to the same standards as required of provider employees. This includes, but is not limited to:

1. Insuring appropriate licensure for type of service performing
2. Appropriate background check as required by state and federal law
3. Appropriate trainings as required by state and federal law

Subcontractors shall be subject to all of the provisions, requirement and conditions of this Agreement and any PSO signed pursuant to this Agreement. It is provider's responsibility to ensure compliance and maintain documentation of said compliance. Provider shall make such documentation available to Buyer upon request.

Provider Termination of Purchase of Service Order

Section 24 of the Agreement has been amended and the following has been added:

Services may be terminated early so long as the partner or legal guardian, as the case may be; the Buyer or its representative, and the Provider agree to such termination and as long as such agreement is not unreasonably withheld.

Invoices

Section 25 (J) of the Agreement has been amended and the following has been added:

Upon initial DMAS denial, the Provider must submit appropriate documentation for appeal unless otherwise agreed to by the CSA Coordinator.

Addendum A Special Education and Related Services

Attendance

Section 3 (a) of the Agreement has been deleted and the following has been added:

The Provider shall maintain monthly attendance records which shall be submitted to the Frederick County Public School (FCPS) Special Instructional Services Department within fourteen (14) days after the end of each calendar month.

Rate Negotiation

Section 13 of the Agreement has been amended.

Addendum D Congregate Care Services Agreement

Room & Board

Section 1 (3) of the Agreement has been deleted.

Treatment Planning and Reporting

Monthly Progress Reporting

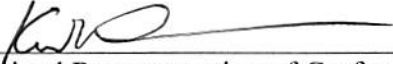
Section 4 (A) of the Agreement has been deleted and the following has been added:

The Provider will complete and submit a monthly report within fourteen (14) business days of the end of the reporting period.

Section 5 (A) of the Agreement has been deleted and the following has been added:

The Provider will complete and submit a discharge/aftercare report within thirty (30) business days of the discharge/end of service.

Authorized signatures of the Buyer and Provider.



Authorized Representative of Grafton School, Inc.
Title: EVP
Date: 11-20-2018

Authorized Representative of the Frederick County CPMT
Title: _____
Date: _____

AGREEMENT FOR PURCHASE OF SERVICES

This Agreement is entered into by and between the Frederick County Community Policy and Management Team (CPMT), hereinafter referred to as the "Buyer" and the Provider identified above. It is understood that this entire Agreement for Purchase of Services, hereinafter referred to as the "Agreement," contains General Terms and Conditions which are to be adhered to by all parties, as well as Specific Terms and Conditions of the Addendum, if any, applicable to the services to be provided by the Provider, and a Rate Sheet. Where there exists any inconsistency between the General Terms and Conditions of the Agreement and the terms of the Addendum, if any, the provisions of the Addendum will control.

Whereas the Buyer is responsible for providing services purchased hereunder pursuant to Title 2.2-5200 - 2.2-5214 of the Code of Virginia;

(<http://lis.virginia.gov/cgi-bin/legp604.exe?000+cod+TOC020200000520000000000000>)

Whereas the Provider has established itself as a qualified provider of the services purchased hereunder and meets all applicable State and federal standards relative to those services:

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. **ADHERENCE TO LAW:** This Contract is subject to the provisions of the Code of Federal Regulations, the amendments thereto, and relevant state and local laws, ordinances, regulations and pertinent health and behavioral health accreditation agencies/organizations. The Buyer may modify this Contract to comply with any requirements mandated by federal, state or local law by giving written notice of said modification to the Provider.
2. **CHOICE OF LAW AND FORUM.** This Contract shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the Commonwealth of Virginia and any action, administrative or judicial, brought to enforce any provision of this Contract shall be brought only in the federal or state courts for Frederick County. The Provider accepts the personal jurisdiction of any court in which an action is brought pursuant to this Contract for purposes of that action and waives all defenses to the maintenance of such action.
3. **SPECIFIC INTERPRETATIONS:**
 - A. *Waiver.* The failure of the Buyer to enforce at any time any of the provisions of this Contract, or to exercise any option which is herein provided, or to require at any time any performance by the Provider of any of the provisions hereof, shall in no way affect the validity of this Contract or any part thereof, or the right of the Buyer to thereafter enforce each and every provision.
 - B. *Remedies Cumulative.* All remedies afforded in this Contract shall be construed as cumulative, that is in addition to every other remedy provided herein or by law.
 - C. *Severability.* If any part, term, or provision of this Contract is held by a court of competent jurisdiction to be in conflict with any state or federal law, the validity of the remaining portions or provisions shall be construed and enforced as if this Contract did not contain the particular part, term or provision held to be invalid.
 - D. *Captions.* This Contract includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Contract.

- E. *Contract Construal.* Neither the form of this Contract, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

4. OTHER AGREEMENTS:

- A. Any documents expressly referred to in this Agreement but not attached hereto, including among others, the Individual Family Service Plan (IFSP) and the Individualized Education Program (IEP), are incorporated by reference as part of this Agreement.
- B. In the event any provision of the Agreement for Purchase of Services is inconsistent with the placement agreement of the Provider the provisions of the Agreement for Purchase of Services will prevail.

5. QUALITY OF CARE:

- A. The Provider shall permit representatives authorized by the Buyer to conduct program, facility, and fiscal reviews/visits in order to assess service quality. Such reviews/visits may include, but are not limited to, site visits, classroom monitoring, meetings with the child(ren) & youth provided for under this Agreement, review and copying any and all records maintained on children covered by this Agreement, review of individual service plans, review of service policy and procedural issuances, review of staffing ratios and job descriptions and meetings with any staff directly or indirectly involved in the provision of services. Such reviews may occur as often as deemed necessary by the Buyer and may be with or without prior notification. The above mentioned fiscal reviews are limited to the invoices associated with specific Frederick County CPMT placed children.
- B. The Provider will ensure that the treatment/service plan is developed in conjunction with the Buyer, is consistent with, and can be expected to meet, the goals recorded in the IFSP, IEP and supporting documents. The Provider will assure that the treatment services delivered are consistent with the treatment/service plan for the child/youth and family. The provider will ensure that treatment/service plans (IFSP) for Virginia children are driven by and regularly reassessed based on the functional assessments in the state mandatory uniform assessment, the Child and Adolescent Needs and Strengths (CANS) instrument. The Provider will ensure that the youth and the family are progressing toward the goals in the treatment/service plan and/or IEP, and will notify the Buyer's case manager if progress is not being made. The Buyer will review the procedures related to emergencies, client satisfaction and service delivery to assure implementation of all aspects of the treatment/service plan and/or IEP. The Buyer will share formal assessment of outcomes with the Provider and client perceptions of satisfaction and outcomes.
- C. In the event the Provider believes it is in the best interest of the child to relocate the daily living residence of the child, the Provider shall discuss with the Buyer's case manager the proposed relocation, the circumstances surrounding the proposed relocation, and the impact the move shall have on the child prior to any move actually being made. If the Buyer disagrees that it is in the best interest of the child, or is not in accordance with the child's IFSP, the Buyer may make alternative placement plans for the child.
- D. If the Provider is unable to discuss the relocation with the Buyer's case manager prior to its occurrence, the Provider shall notify the Buyer's case manager within twenty four (24) hours of the move or by the next business day. The Buyer may make alternative placement plans for the child if the relocation is not in the best interest of the child, or is not in accordance with the child's IFSP.
- E. Discharge planning will begin at intake and be consistent with IFSP, IEP and other supporting documents.

6. PERFORMANCE MEASURES AND OUTCOMES REPORTING:

- A. The Provider will submit any annual or periodic reports that include performance measures and/or outcomes data that is disseminated to the public, purchasers of provider services, stockholders and/or donors, and/or as required by local, state or federal reporting, to the CSA Office, 107 N Kent Street, 2nd Floor, Winchester, VA 22601.

7. REPORTING:

A. TREATMENT PLAN/SERVICE PLAN/EDUCATIONAL

- 1) The Provider shall submit to the Buyer a proposed written IEP and/or treatment plan, as the case may be, within thirty (30) calendar days of the initiation of services to the child/youth. The IEP/treatment plan shall include at least the following information: type(s) and number(s) of disabilities, and/or mental health and intellectual disability diagnoses, and/or delinquent behaviors which the purchased services are intended to address, prognosis, short and long-term goals, expected outcomes, and performance timeframes mutually agreed to between the Buyer and Provider when the services are purchased. All treatment plans shall include at least the following information: short and long term goals, anticipated time of completion, prognosis, and medications administered (if any).

B. MONTHLY TREATMENT PROGRESS REPORTS AND DISCHARGE/AFTERCARE SUMMARY

- 1) Progress Reports shall be submitted to the Buyer's case manager and CSA Office within 30 days of the reporting period.
- 2) Discharge/Aftercare Summary shall be submitted to the Buyer's case manager and CSA Office within 30 days of service termination.
- 3) Progress and Discharge/Aftercare Summary shall incorporate progress or lack of progress of child and family toward treatment goals and reasons thereof, barriers to achieving goals, medications administered (if any), medication changes, and any significant incidents affecting the child including change of therapist. Educational progress reports should include progress made by the child or lack thereof indicated by the educational goals/objectives. If the Provider fails to provide any written treatment plan, progress report, educational progress report or Discharge/Aftercare Summary in a timely manner, the Buyer may withhold payment of the Provider's invoices until such plan or report is received.
- 4) Progress and Discharge/Aftercare reports will include progress on independent living goals where applicable.

C. All IEPs must be submitted on documents which contain all Department of Education approved IEP required elements.

D. For children funded under Virginia Medicaid, a copy of the monthly written report submitted to Medicaid must also be submitted to the buyer's case manager and CSA Office within the timeframes stipulated by Medicaid.

8. SERIOUS INCIDENT REPORTING (SIR):

- A. The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which involves youth placed by the Buyer. A serious incident includes, among others, abuse or neglect; criminal behavior; death; emergency medical treatment; facility related issues, such as fires, flood, destruction of property; food borne diseases; serious infractions of facility or school rules; physical assault/other serious acts of aggression; sexual misconduct/assault; substance abuse; serious illnesses (such as tuberculosis, meningitis, or other communicable diseases); serious injury (accidental or otherwise); medication errors resulting in serious injury to a client or medication errors indicating a pattern of behavior (such as regular refusals or adverse reactions); suicide attempt; unexplained absences; or other incidents which jeopardize

- the health, safety, or wellbeing of the youth.
- B. Within 24 hours of knowledge of a serious incident, the Provider shall report the incident by speaking to or leaving a message for the Buyer's case manager for each youth involved.
 - C. Within 2 business days of the verbal report of the serious incident, the Provider must submit to the CSA Office a concise account of the incident and include: name of provider and, if applicable, facility name; name of person completing form; date and time of serious incident; date of the report; child/youth's name, age, gender, ethnicity; placing agency name; placing agency case manager's name; where the incident occurred; description of incident (including what happened immediately before, during and after the incident); names of witnesses; action taken in response to incident, including whether physical restraint or seclusion was used; names/agencies notified (family, legal guardian, child protective services, medical facility, police); recommendations for follow-up and/or resolution of incident; signature of person completing report; and facility/provider director's (or designee) signature and date. Frederick County strongly encourages the use of email to submit an SIR, using encryption to protect confidential information. Documents can be emailed to jjury@fcva.us, faxed to (540) 678-0682, or mailed to the CSA Office, 107 N Kent Street, ^{2nd} Floor, Winchester, VA 22601.
 - D. Separate reports should be completed and submitted for each child/youth involved and placed by the Buyer. The Provider is responsible for ensuring the confidentiality of the parties involved in the incident.
 - E. The following types of serious incidents which do not directly involve youth placed by the Buyer, but impact the health, safety or wellbeing of youth placed by the Buyer, should also be reported to the Buyer for all programs, sites, and facilities where the Provider currently has a contract with the Frederick County Community Policy Management Team: the death of any student or resident, any serious criminal activity in a facility or on the grounds where the Buyer has placed a child, sexual assault of any resident, any serious contagious illnesses, facility related issues, such as fires, flood, destruction of property, or other incidents which jeopardize the health, safety, or wellbeing of the youth. The report should include: the nature of the incident, date, time, and facility address in accordance with all Federal, State and local laws relating to appropriate standards of conduct by the Provider relating to confidentiality and HIPAA. A verbal report should be made to the CSA Coordinator at (540) 722-8395 within 72 hours, and a written report that states the nature of the incident must be submitted within 10 business days to: CSA Office to jjury@fcva.us, via facsimile at (540) 678-0682, or mailed to the CSA Office, 107 N Kent Street, ^{2nd} Floor, Winchester, VA 22601.
 - F. In the event the Buyer's case manager determines that a serious incident has occurred the Buyer's case manager will notify the Provider of the allegation. The Provider shall within 48 hours of the case manager's notification complete and submit a written report as provided, supra.

9. RECORDS MAINTENANCE:

- A. The Provider and any subcontractor shall maintain an accounting system and supporting records adequate to assure that invoices are in accordance with applicable State and federal requirements. Such supporting records shall reflect all direct and indirect costs of any nature expended in the performance of this Agreement and all income from any source. If required, the Provider shall also collect and maintain fiscal and statistical data on forms designated or approved by the Buyer. The Provider shall maintain such program records as may be required by the Buyer. The Provider covenants to retain all books, records, progress reports, educational records and other documents relative to this Agreement for five (5) years after termination or final payment under this Agreement, except when a longer period of retention is necessary for the purposes of complying with the requirements of an unresolved federal or

State audit, State or federal law, or court order. The Buyer, its authorized agents, and/or State and federal auditors shall have full access to and the right to examine any of said materials specific to children served by this Agreement during said period. In the event of a determination that the Provider received funds improperly or did not provide the authorized services or goods for which funds were received, the Provider shall provide the Buyer full restitution of any such funds.

- B. The Buyer, based upon findings, may require that the Provider, within thirty (30) calendar days from the date of the request, submit an independent Certified Public Accountant prepared compilation, review or audit. The requested compilation, review or audit must have been completed within the last two fiscal years.

10. CONFIDENTIALITY:

- A. Any information obtained by the Provider concerning the child pursuant to this Agreement shall be maintained as confidential. Use and/or disclosure of such information by the Provider shall be limited to purposes directly connected with the Provider's responsibilities for services under this Agreement. If applicable, it is further agreed by both parties, that this information shall be safeguarded in accordance with the provisions of Title 63.2, Sections 102 and 104 of the Code of Virginia (1950), as amended, and any other applicable provisions of State and federal laws and regulations including but not limited to the Individuals with Disabilities Education Act, 20 USCS@1400, et seq. (2002) (IDEA), the Family Education Rights Privacy Act of 1974 and/or Educational Records Management regulations, and the Health Insurance Portability and Accountability Act of 1996, as amended.
- B. The Provider shall comply with the confidentiality provisions of VA. Code Section 2.2-5210. This includes, among others, not photographing the child/youth placed by the Buyer nor permitting media coverage of the child/youth without the written permission of the parent(s) or the legal guardian, as the case may be. It further precludes audiovisual recording of the child/youth as well as prohibits the child's/youth's participation in any research projects without the written permission of the parent(s) or the legal guardian, as the case may be.

11. SUBCONTRACTORS: The Provider shall not enter into subcontracts for any of the services to be provided under this Agreement without obtaining prior written approval from the Buyer. The Rate Sheet shall reflect those services which are approved and subcontracted by the Provider. Unless otherwise agreed in writing by the Buyer, such subcontractor shall be required to comply with all of the terms and conditions set forth in this Agreement. The Provider is responsible for the performance of its subcontractors. However, prior written approval shall not be required for the purchase by the Provider of articles, supplies and equipment which are incidental but necessary for the performance of the services to be provided under this Agreement. The Provider shall not assign this Agreement without prior written approval of the Buyer, which approval shall be attached to this Agreement and subject to such conditions and provisions as the Buyer may deem necessary. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained herein.

12. EMPLOYEES:

- A. Neither the Provider, nor its employees, volunteers, assignees or subcontractors shall be deemed employees or agents of the Buyer by virtue of the services to be performed pursuant to this Agreement or the contractual relationship established hereby. The Provider shall have the sole responsibility for its staff and volunteers, including its work, personal conduct, directions and compensation. The Provider hereby agrees to indemnify and hold harmless the

Buyer from any and all employee tax liability (including withholding liability) and any employment-related claims, including any claim of entitlement to employee benefits, imposed or threatened to be imposed solely as a result of the contractual relationship established hereby.

- B. Upon request of the Buyer, the Provider will submit resumes and, if applicable, credential information for certain employees, so long as no Federal or State law is breached as to information protected by confidentiality laws.

13. **CRIMINAL BACKGROUND CHECKS:** The provider will be in compliance with its state's laws, regulations and licensure requirements relating to conducting criminal checks of its employees and volunteers. Employees and volunteers providing services to or having direct contact with a client placed by Provider must be checked through a child protective service registry in the state the client is placed within thirty (30) days of employment, so long as the aforementioned employee check is not in conflict with the Provider's state's laws. If it is known that the employee or volunteer has moved from another state and has worked with children within one year prior to his or her employment or volunteering, this state must also be checked. If the Provider is notified that any of its employees or volunteers is named in a child protective service registry, then this information will be made available by the Provider to the Buyer with ten (10) days of receipt of such notice.

14. **CONTINUITY OF OPERATIONS:** The provider is required to maintain Continuity of Operations Plan (COOP Plan), in compliance with any and all federal, state, and local requirements, and to make this available upon request to the Buyer. COOP planning information may be found on the Federal Emergency Management Administration website at <http://www.fema.gov/government/coop/index.shtm>.

15. **DISCRIMINATION:** During the performance of this Agreement, the Provider agrees as follows:

- A. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability, except where religion, sex, national origin, or physical and mental ability is a bona fide occupational qualification reasonably necessary to the normal operation of the Provider. The Provider agrees to post in conspicuous places, available to employees or applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Provider, in all solicitations or advertisements for employees placed by or on behalf of the Provider, will state that such Provider is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Provider shall include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor of the Provider.

16. **RATES:** The Provider is required to have all services and rate information entered and up-to-date in the Service Fee Directory by the beginning of the contract year. Any non-payment to the Buyer because of a provider's negligent failure to enter current services and rates into the Service Fee Directory will result in non-payment to the Provider. The Provider states that the rates for the services described in this Agreement are not more than those set forth in the Service Fee Directory, as defined in Title 2.2-5214 of the Code of Virginia. The Provider will not charge or accept from the Buyer compensation for services which is more than the Provider

charges other public governmental buyers of equivalent services in equivalent volumes. The Provider agrees that no child or any member of the child's family will be charged a fee besides the rate agreed to by the Buyer for the same service, except services specifically excluded. The rates applicable to services provided in accordance with this Agreement appear on the "Rate Sheet" attached to this Agreement. The Buyer may purchase only those services included on the Rate Sheet attached to this Agreement. In the event the Provider elects to offer services not included on the Rate Sheet attached hereto, the Provider will submit to the CPMT a request to add the service. Approval from the CPMT shall be secured prior to the offering of the service. Failure to obtain such approval will result in non-payment for such services. The Provider guarantees that any cost incurred pursuant to this Agreement shall not be included or allocated as a cost of any other federal, State, or locally financed program.

17. **INDEMNIFICATION:** Provider shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

18. **INDEPENDENT CONTRACTOR STATUS.** Provider and the County understand and intend that Provider shall perform the Services specified under this Agreement as an independent contractor and not as an employee of the County. The manner of and means by which the Provider executes and performs its obligations hereunder are to be determined by Provider in its reasonable discretion. Provider is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the County or to bind the County in any manner, unless, in each instance, Provider shall receive the prior written approval of the County to so assume, obligate, or bind the County.

19. **INSURANCE:** The Provider shall at its sole expense obtain and maintain during the term of this Contract the insurance policies listed and required herein, naming Frederick County CPMT as an additional insured, and shall furnish Frederick County CPMT with a certificate of insurance prior to commencing work upon any PO signed pursuant to this Contract. Any required insurance policies must be effective prior to the provision of any services or performance by the Provider under this contract and such policies cannot be cancelled without 30 days written notice to Frederick County CPMT. The following insurance is required:

- A. Commercial general liability insurance, written on an occurrence basis which shall insure against all claims, loss, cost damage, expense or liability from loss of life or damage or injury to person or property arising out of the Provider's performance under this Contract. The minimum limits of liability for this coverage shall be \$1,000,000 combined single limit for any one occurrence.
- B. Contractual liability broad form insurance shall include the indemnification obligation set forth in this contract.

- C. Workers' compensation insurance covering Provider's statutory obligations under the laws of the Commonwealth of Virginia and employer's liability insurance shall be maintained for all its employees engaged in work under this contract. Minimum limits of Liability for employers liability insurance will be \$500,000 for bodily injury by accident each occurrence, \$100,000 bodily injury by disease (policy limit) and \$100,000 Bodily injury by disease (each employee). With respect to Workers' compensation coverage, the Provider's insurance company shall waive rights of subrogation against FC CPMT, its officer, employees, agents, volunteers and representatives.
- D. Automobile liability insurance shall be at least \$1,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this contract.
- E. Professional liability insurance with a minimum of liability of \$1,000,000.

The insurance coverage in amounts set forth in this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of \$1,000,000. Should an umbrella liability coverage policy be used to satisfy the requirements of this section, such coverage shall be accompanied by a certificate of endorsement stating that the policy applies to all of the above types of insurance.

20. LICENSURE:

- A. The Provider represents and warrants that it (i) duly holds all necessary licenses required by local, state, federal laws and regulations and (ii) will furnish satisfactory proof of such licensure to the Buyer or its Representative prior to execution of this Agreement. In addition, the Provider will provide an updated copy of any applicable licenses that expire during the term of this contract within 30 days of receipt of the updated license. The Provider covenants that it will maintain its required licensed status with the appropriate governmental authorities and will immediately notify the Buyer's CSA Office at (540) 722-8395 in the event such licensing is suspended, withdrawn or revoked. The Provider agrees that such suspension, revocation or withdrawal shall constitute grounds for the immediate termination of this Agreement. Misrepresentation of possession of such license shall constitute a breach of contract and terminate this Agreement without written notice and without financial obligation on the part of Buyer to pay the Provider's invoices. If the provider's license becomes provisional as defined in Virginia Administrative Code, 12VAC 35-105-50, the Provider will notify the Buyer within five (5) business days of the date the Provider is notified by the Commonwealth of the provisional status, regardless of the reason the license was made provisional. Failure to notify the Buyer may result in immediate termination of the contract by the Buyer. The Provider will submit to the Buyer the Corrective Action Plan at the time it is provided to the Commonwealth 12VAC 35-105-170. Failure to do so may be grounds for immediate termination of the contract by the Buyer.
- B. In the event the Provider is found in material non-compliance with the regulations of its licensing authority, the Provider will notify the Buyer's CSA Office at (540) 722-8395.

21. GRIEVANCES: In the event that a child under the supervision or authority of the Buyer, or the child's parent/guardian submits a complaint to the Buyer concerning the Provider, the Provider shall promptly provide all verbal or written information or documents within its control relevant to such complaint to the Buyer upon a request by the Buyer for such information.

22. PURCHASE OF SERVICE ORDER:

- A. This Agreement, attached addendum (if any), and the attached Rate Sheet(s) contain the entire terms for purchase of services contemplated hereby, but do not obligate the actual purchase of

any services. A Purchase of Service Order (PO) setting forth a description of the discrete services purchased and the duration thereof, will be presented to the Provider on a child specific basis when the Buyer chooses to purchase services. The PO will be mailed to the Provider for review, acceptance and signature indicating approval with the child specific service terms.

- B. A Purchase of Service Order will be issued separately for the payment of services for all children/youth whose Maintenance and Special Needs services are reimbursable by Title IV-E funds. A check, separate from that issued for payment for other CSA services provided by the Provider, shall be issued to pay for the services funded by Title IV-E.
- C. CPMT approval provides the authority for the Buyer to access CSA pool funds on behalf of CSA eligible children for specific levels and types of service within the established operating procedures. To commence services, Providers must be in receipt of a Purchase of Service Order. In an emergency situation as defined by the Buyer, a copy of an Emergency Funding Authorization form will be provided by the Buyer to commence services prior to provider receipt of a Purchase of Service Order.
- D. The Provider shall charge the Buyer only when and as authorized by the PO signed by the Buyer or its representative. The PO is incorporated into this Agreement by reference.

23. BUYER ADJUSTMENT or TERMINATION OF PURCHASE OF SERVICE ORDER: The Purchase of Service Order may be modified, amended or terminated by the Buyer at any time for child-related causes to include, but not limited to, changes in eligibility and changes in child progress as well as for the provision of inadequate or inappropriate services for the child. The Buyer may not terminate or adjust the Purchase of Service Order arbitrarily or without cause. In the event that the Buyer becomes unable to honor the approved PO for causes beyond the Buyer's reasonable control, including but not limited to, failure to receive sufficient federal, State or local government funds, the Buyer may terminate, amend or modify any or all Purchase of Service Orders pursuant to this Agreement as necessary to avoid delivery of service for which the Buyer cannot make payment. The Buyer or its representative shall notify the Provider immediately in writing of any cause for termination hereunder. The Buyer shall pay the Provider for any authorized services rendered prior to the Provider's receipt of notice of termination hereunder.

24. PROVIDER TERMINATION OF PURCHASE OF SERVICE ORDER: After accepting the PO, the Provider may request of the Buyer to terminate service provision to the client for child-related causes, including but not limited to, the Provider determining that the Buyer required services are not available, or not therapeutically appropriate. The Provider may not request the Buyer to terminate or adjust the Purchase of Service Order arbitrarily or without cause. The Provider must give thirty (30) calendar days advance written notice to the Buyer or its representative of any request for termination. However, in the event that a child poses an imminent safety risk to him/herself, staff, or other children, the Provider may request termination of services with 7 days' notice. ~~Services may be terminated early so long as the parent or legal guardian, as the case may be, the Buyer or its representative, and the Provider agree to such termination.~~ For either a 30-day request for termination, or a request for early termination, the Provider must work with the Buyer or its representative to provide transition from the Provider's services. KA

25. INVOICES:

- A. Each month the Provider shall submit to the CSA Office separate invoices for each child for units of services authorized by the Buyer and actually delivered by the Provider during the

preceding month. The Provider shall not mail invoices to the case managers of the Buyer. The Provider shall mail all invoices to the Frederick County CSA Office, 107 N Kent Street, 2nd Floor, Winchester, VA 22601.

- B. All invoices must contain the following information: legal name of the Provider; child/youth name; month service was provided; purchase order number; Buyer's case manager name; the provided service as defined on the Rate Sheet; contract unit price; # of units; and specific service dates.
- C. Providers are not to bill for more services than the maximum monthly number of units on the PO. Should the Provider receive a request from the Buyer's case manager for additional services for that month, the Provider shall immediately notify the CSA Coordinator at (540) 722-8395. Additional services are only authorized by an amendment to the PO.
- D. Provider invoices which are not approved will be returned to the Provider for correction or modification. The Provider promptly shall re-submit a corrected invoice within 14 business days.
- E. The Provider shall not charge the Buyer, and the Buyer shall in no event be responsible for, more than the rate or the maximum number of units authorized by the Buyer and specified on the PO. If services are required which are not authorized or which exceed the number of authorized units, or both, the Provider must notify the Buyer immediately and receive written authorization from the Buyer prior to rendering such services.
- F. The Buyer processes invoice payments twice per month. The Provider must submit invoices with all required elements by the 5th of the month in order to be processed during the first check run. Any invoices received after the 5th of the month may be delayed until month end check run.
- G. In those instances where non-Virginia Medicaid medical services are provided to the client, the charges for such services shall be billed separately to a third party. If a client is placed by Frederick County, any outside medical services shall be billed to the parents' insurance or to the parent.
- H. All outside medical services shall be approved prior to the client receiving the services, unless they are of a nature requiring immediate emergency assessment and treatment to prevent life threatening or serious debilitating medical deterioration. In the latter instance, the Provider will follow the reporting requirements set forth in Section 8, Serious Incident Reporting.
- I. The Buyer shall not be obligated to pay for services when the Provider fails to submit invoices within thirty (30) days following the month of the provision of the service. However, in those instances when the Provider seeks payment from an insurance company, or TRICARE, the 30-day requirement is suspended, provided the Provider immediately notifies the Buyer of this contingency. Within thirty (30) days following receipt by the Provider of said insurance or TRICARE payments, the Provider shall be required to submit invoices for balance due, if any.
- J. If the Provider receives Virginia Medicaid payments for services rendered under this Agreement, such payments shall constitute payment in full for those services. The Buyer will accept invoices and pay for services offered by a Medicaid enrolled Provider that are not eligible for Medicaid payment, while a child is awaiting Virginia Department of Medical Assistance Services (DMAS) determination. The Buyer will not accept or pay invoices for Medicaid eligible services until DMAS makes their determination that those services are no longer reimbursable for a particular child. ~~Upon initial DMAS denial, the Provider must submit appropriate documentation for appeal.~~ The Provider should submit a separate invoice for denied Medicaid eligible services once DMAS makes their final determination upon appeal as to reimbursement for the entire month of service. At that point the service will be processed as a CSA Authorized service. A Purchase Order will be generated by the Buyer for those DMAS denied services in addition to the Purchase Order already generated for the

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services not eligible for Medicaid reimbursement. Payments denied due to the client no longer meeting Medicaid medical criteria, a Provider's failure to provide authorized Medicaid eligible services or to submit required paperwork to DMAS in a timely manner are not eligible for CSA reimbursement.

26. DENIAL OF FUNDING: Due to the need to ensure that the best interests of the child/youth are met, it is required that when the Provider is notified that Medicaid or other non-CSA funding is to be discontinued, the Provider notify the CSA office and Buyer's case manager by the next business day by telephone and then in writing. The Provider must submit an appeal with any applicable documentation to justify Medicaid/other insurance coverage. Buyer's case manager will assess the situation and may bring the case before the Family Assessment Planning Team (FAPT) to review the IFSP/case service plan. Providers will be paid for the stay, while awaiting a final decision, provided that the notification requirement to the CSA office and case managers is met and CPMT authorizes funding.

27. ANCILLARY SERVICES:

- A. Providers are required to use Virginia Medicaid certified or applicable Third Party Payment providers for medical, dental, and psychotherapeutic services for youth who are Medicaid eligible or have private insurance. A list of Providers who have enrolled with Virginia Medicaid is available on the MCO website or at: www.viriniamedicaid.dmas.virginia.gov, hover over the Provider Resources tab and then click to Search for Providers.
- B. The website for Provider enrollment is: www.viriniamedicaid.dmas.virginia.gov then click on the tab for Provider Services, then Provider Enrollment. If at any time during the registration process you have questions or issues, please contact the Virginia Medicaid Helpdesk toll free at 866-352-0496.
- C. Use of Non Medicaid providers for Medicaid reimbursable services by Medicaid eligible youth requires prior approval from Frederick County CPMT.

28. BILLING ERRORS:

- A. If the Provider determines the payment received for services invoiced is an underpayment, then the Provider is responsible for notifying the Buyer in writing of the billing error within forty-five (45) calendar days after receipt of the alleged underpayment. Supporting evidence describing in detail the nature of the payment error must accompany such notification. The Buyer must correct any error found or respond in writing to the Provider why no error exists within forty-five (45) calendar days after receipt of the Provider's notification. If the Provider's notification and supporting evidence are not received by the Buyer within the forty-five (45) calendar day limit, then the Buyer shall not be obligated to make any adjustments with regard to the asserted billing error.
- B. If the Provider determines that the payment received for services invoiced was an overpayment, the Provider shall notify Buyer immediately and, at Buyer's election, issue a refund payment or credit memorandum within fourteen (14) business days. Where the determination of overpayment is made initially by Buyer, then at Buyer's sole election, the Provider shall issue a refund payment within fourteen (14) business days after Buyer's request or Buyer shall offset the overpayment amount against amounts due or to become due hereunder.

29. DISPUTES: Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which cannot be disposed of by negotiation or agreement can be presented by the Provider to the CPMT. The CPMT or its designee shall be responsible for

making the final decision and notifying the Provider in writing of the decision. This provision shall not preclude the Provider from exercising any rights under law for failure of the Buyer to comply with the terms of this Agreement. Any such factual determination by the CPMT or its designee shall not be binding on the Provider in the case of any litigation concerning such issue.

30. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated in whole or in part by the CPMT in accordance with this clause whenever the CPMT shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Provider at least thirty (30) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective.

31. **TERMINATION FOR CAUSE:** Except as otherwise provided herein, should any of the terms of this Agreement be breached by one of the parties, the other party shall have the right to terminate its obligations hereunder if the aforesaid breach is not cured within five (5) days after notice of the breach is given to the breaching party. This right of termination hereunder is in addition to, and not in lieu of, any and all other rights which may be afforded to the non-breaching party.

32. **NOTICE:** Any notice expressly provided for in this Agreement shall be in writing, shall be given manually, by mail, or by overnight delivery service, and shall be deemed sufficiently given when actually received by the party to be notified. (FAX may be used by the Provider to give notice to the Buyer followed by the mailing of the original to the Buyer). The notice shall be sent to the address set forth below:

BUYER: Frederick County CPMT/CSA
107 N Kent Street, 2nd Floor
Winchester, VA 22601

PROVIDER: To the address as it appears on the front of this Agreement.

Any party by written notice to the other, given in the manner prescribed herein, may change its address for receiving notice.

33. **BINDING AGREEMENT:** The terms of this Agreement, attached Addendum(a), any PO issued hereunder, and Rate Sheet:

- shall be enforceable and binding upon and inure to the benefit of the parties hereto;
- may not be modified or amended except by written agreement signed by the parties; and
- shall constitute the entire agreement of the parties with respect to its subject matter.

No provision of this Agreement shall be deemed to inure to the benefit of any third party.

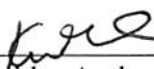
34. **PERIOD OF CONTRACT:** The period of this contract shall be from date of signature through June 30, 2019 with the ability to renew annually by mutual agreement until June 30, 2021. In the event the parties to this Agreement have not reached mutual agreement as to the rates or terms prior to the expiration of this Agreement, this Agreement shall be extended on a month to month basis. The Provider will continue services for the existing placement(s) at the current

rates until agreement is reached. The Buyer will continue to pay for services for the child(ren) & youth already placed with the Provider at the current rates until agreement is reached. No new placements will be made with the Provider until agreement to the new rates is reached. No retroactive rate payment will be made by the Buyer. Prior to July 1 of each year, a renewal letter will be sent to current vendors to confirm the Buyer wishes to continue the Agreement. Rate changes are allowed only during the renewal period and must be agreed to and approved by CPMT.

IN WITNESS THEREOF the parties have caused this Agreement to be executed by officials hereunto duly authorized.

Grafton School, Inc.

Provider Name



Provider Authorized Representative

ERP

Title

CSA Coordinator

Kent Houchins
Printed Name

11-20-2018
Date


Date

ADDENDUM A SPECIAL EDUCATION AND RELATED SERVICES

This Addendum A dated July 1, 2018 amends, modifies and supplements that certain Agreement for Purchase of Services ("Agreement") dated July 1, 2017, between the Frederick County Community Policy and Management Team ("CPMT"), hereinafter referred to as the "Buyer", and Grafton School, Inc. hereinafter referred to as the "Provider". Where there exists any inconsistency between the Agreement and Addendum A the provisions of Addendum A will control.

This Addendum A reflects those services which the Provider agrees to make available to the Buyer. The services to be provided to each student placed will be in accordance with that student's Individualized Education Program (IEP) as agreed to prior to its effective date by the Frederick County Public Schools (FCPS). Non-educational expenses excluded from this Addendum A include, but are not limited to, those incurred for personal allowances, medical care, clothing, psychiatric treatment, psychotherapy, certain extracurricular activities, and certain field trips. Terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

SPECIFIC TERMS AND CONDITIONS

1. OBLIGATIONS: All obligations of the Provider pursuant to the State of Virginia (or Provider's State) and federal special education laws and regulations are incorporated herein by reference.
2. PROVIDER STATUS: The Provider will maintain its status as a school approved by the Provider's State Board of Education and will notify the Buyer promptly in the event such approval is withdrawn, revoked or threatened to be withdrawn or revoked. Such withdrawal or revocation shall immediately terminate this Agreement without financial obligation on the part of the Buyer to pay the Provider's invoices subsequent to the loss of approved status.
3. ATTENDANCE:
 - a. ~~The Provider shall maintain monthly attendance records which shall be submitted to the Frederick County Public Schools (FCPS) Special Instructional Services Department within five (5) days after the end of each calendar month.~~ 
 - b. If a student has been absent for a period of two (2) or more consecutive school days or for a period of more than four (4) days in any month, the Provider shall investigate the reasons for such absence. The Provider will consult with FCPS regarding pre-approved absences and the method of documenting student attendance.
 - c. The Provider should document the interventions attempted to ensure that the student attends school regularly before referring the case to a school attendance officer.
 - d. After five unexcused school absences, the Provider may consider referring the student for attendance violations if the student is of compulsory attendance age (five to sixteen.)
 - e. In the event the child is absent without authorization for more than five (5) consecutive calendar days, the Provider must get written authorization from the CSA Coordinator to hold the placement open. The Buyer will discontinue payment for education and other services as of the fourteenth (14th) consecutive calendar day of the unauthorized absence.
 - f. In the event the child is provided education outside of the classroom, the number of days that the child is in that alternate setting must be reported to the placing agency.
 - g. If a child has an authorized absence, such that the child is unable to participate in his/her special education placement, that placement will be held for the child for no more than fourteen (14) calendar days with written approval of the CSA Coordinator. Longer holds

will be negotiated on a case-by-case basis

- h. CSA can only fund services actually received, therefore any absences, whether authorized or unauthorized, shall not be paid.
4. **ANNUAL REPORTS:** Providers will submit an annual report that includes performance measures and/or outcomes data that is submitted to other regulatory agencies including the Department of Education and accrediting organizations. Such reports shall be submitted to the CSA Office, 107 N Kent St, 2nd Floor, Winchester, VA 22601 with all annual contract documents.
5. **EDUCATIONAL REPORTS:** The Provider shall prepare Quarterly Educational Progress Reports, proposed draft IEPs and, as appropriate, transcript data on each student covered by this Agreement and shall submit such reports to the FCPS Special Instructional Services Department, 1415 Amherst Street, Winchester, VA 22601 and CSA Office, in accordance with the dates identified in the school calendar. For the purposes of this Agreement, if the Provider is a day school, school calendar shall be defined as one consistent with the FCPS school calendar. However, if the Provider is a residential school and/or a twelve (12) month school, the school calendar shall be defined as that which is agreed upon by the Provider and the FCPS.
 - a. Proposed draft IEPs shall be submitted to, and received by, FCPS and those parents whose parental rights have not been terminated and/or those who have custodial rights of the youth prior to any scheduled IEP meeting. The FCPS reserves the right to recommend only those services/programs considered to offer the student benefit of an education in the least restrictive setting according to the provisions set forth in the Individuals with Disabilities Education Act (IDEA). The representative from the FCPS, other FCPS staff and parents, as appropriate, shall have the right to attend any IEP meeting.
 - b. The Provider shall provide the FCPS promptly with the student's quarterly grades and/or progress report(s).
 - c. A Final Progress Report or Exit Summary on each student covered by this Agreement shall be submitted to FCPS by June 30th of each year during which the services are provided hereunder on forms supplied by FCPS unless parties agree to use Provider forms. If the Final Progress Reports are not received by June 30th of any such year, for any reason, the Buyer reserves the right to impose a three percent (3%) reduction of the total charges billed by the Provider for each late student report.
 - d. The Provider shall submit additional reports upon the request of FCPS Special Instructional Services Department. Additional reports may include, but are not limited to: written reports of any serious incident involving the student; evaluations (psychological, educational, related services); social, emotional, or behavioral progress reports.
 - e. The Provider shall submit written serious incident reports within two business days of knowledge of the incident. All other reports listed above must be submitted within 10 business days. The Provider agrees to provide timely responses to inquiries made by FCPS and to apprise FCPS of all material information concerning the student covered by this Agreement, including, without limitation, any change in the residence address of the student's parents or legal guardian.
6. **SYLLABUS:** A syllabus describing each course offering must be provided to the FCPS Special Instructional Services Department no later than September 1st of each school year; failure to deliver the syllabus shall constitute a certification by the Provider that it has adopted the FCPS

standard course descriptions for each subject area for which a syllabus has not been produced.

7. GRADUATION REQUIREMENTS:

- a. The Provider shall supply each student, grades 9 through 12, with a minimum of one-hundred and forty (140) hours of instruction in accordance with the course descriptions set forth in the syllabi provided pursuant to Section 6 of this Addendum (or the FCPS standard course designated where no syllabus has been provided) in order to award one credit for each course successfully completed towards the FCPS high school graduation requirements.
- b. The Provider must notify FCPS Special Instructional Services Department immediately (and prior to the commencement of instruction) if any of the instruction provided to a student will not comply with the course descriptions or satisfy graduation requirements.
- c. Grades should be submitted quarterly to FCPS Special Instructional Services Department and CSA Office.
- d. All final grades and credits earned shall be reported no later than thirty (30) days after the last day of the school year and must be received by the FCPS Special Instructional Services Department before final payment will be made. All final grades and transcripts for graduating students must be reported by June 1st of the graduation year.

8. INDIVIDUALIZED EDUCATION PROGRAM (IEP): The IEP team shall consist of the Local Education Agency (LEA), parents, those who have custodial rights or surrogate parents and the provider's school staff. Any member of the IEP team may request an IEP meeting if such member entertains concerns that the instruction or program provided needs to be reviewed. In the event that the instruction or program provided to any or all of the students concerned by the terms of this Agreement is inappropriate for such student(s), the Provider shall promptly notify the FCPS Special Instructional Services Department. If advisable, the FCPS Special Instructional Services Department may arrange an IEP meeting to consider modifications to the IEP.

9. ONE-TO-ONE EDUCATIONAL SUPPORT: One-to-one educational support is to assist youth in the classroom setting to meet their educational goals. One-to-one educational support can be provided to comply with the IEP goals. Prior approval from the Buyer is required prior to initiation of one-to-one educational support.

10. PAYMENTS: In the event that a student is placed with the Provider for a period which is less than the full school year, the amount to be paid shall be prorated on the basis of the number of school days the student actually received educational services from the Provider compared with the total number of school days in the school year.

11. WITHDRAWAL: In order to provide a successful transition and appropriate receiving program, any anticipated change in the student's placement needs to be discussed with the Provider, the FCPS Special Instructional Services Department, any other interested agency case manager, the parents or legal guardian and the student, if appropriate.

12. NOTICE:

- a. Notices required of the Provider to be sent pursuant to this Addendum A shall be sent for FCPS referred students to: Frederick County Public Schools, Special Instructional Services Department, 1415 Amherst Street, Winchester, VA 22601
- b. Notices required of the Provider to be sent pursuant to this Addendum A shall be sent for FCPS referred students to: CSA Office, 107 N Kent St, 2nd Floor, Winchester, VA 22601

- c. Any party by written notice to the other, given in the manner prescribed above, may change its address for receiving notice.

13. RATE NEGOTIATION: The rate negotiated between the Buyer and the Provider shall not exceed that stated in the Service Fee Directory. The negotiated rate is set forth on the Rate Sheet attached hereto and made a part hereof.

- a. To the extent that any charges are billed to the Buyer on a ~~per day~~^{per session}, per session or per treatment basis, the Buyer shall have no obligation to pay amounts charged for days, sessions or treatments that a student does not actually receive for any reason, including, without limitation, absence or illness. The Provider agrees that its submission to the Buyer of any invoice on which charges are billed on a per session or per treatment basis constitutes its certification that all services for which payment is requested thereby have been provided to the FCPS student identified therein. CH
- b. Any amounts paid by the Buyer pursuant to this Agreement which are subsequently determined to be inappropriate for any reason, including without limitation, those services not actually provided, may be offset against any other amounts to be paid to the Provider by the Buyer.

14. NON-EDUCATIONAL EXPENSES: The Provider agrees to contract separately with the parent or legal guardian of each student for those non-educational expenses to be provided for each student. Non-educational expenses include, but are not limited to, those incurred for personal allowances, medical care, psychiatric treatment, psychotherapy, certain extracurricular activities, and certain field trips.

IN WITNESS THEREOF the parties have caused this Addendum to be executed by officials hereunto duly authorized.

Grafton School, Inc.

Provider Name



Provider Authorized Representative

ERP

Title

CSA Coordinator

Kent Houchins

Printed Name

11-20-2018

Date

Date

ADDENDUM D CONGREGATE CARE SERVICES AGREEMENT

This Addendum D, dated the 1st day of July, 2018, amends, modifies and supplements that certain Agreement for Purchase of Services ("Agreement") dated, July 1, 2017, between the Frederick County Community Policy and Management Team ("CPMT"), hereinafter referred to as the "Buyer" and Grafton School, Inc. hereinafter referred to as the "Provider". Where there exists any inconsistency between the Agreement and Addendum D the provisions of Addendum D will control.

This Addendum D reflects those services which the Provider agrees to make available to the Buyer. The services for each youth placed will be in accordance with that youth's Individualized Family Service Plan ("IFSP") and the Provider's treatment plan, or, as the case may be, the Individual Education Program ("IEP"), with a review of the applicable document within thirty (30) days after placement. Any related services provided as part of the youth's IEP shall be for the purpose of providing benefit from the educational program. Terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

I. PSYCHIATRIC RESIDENTIAL (PRTF), THERAPEUTIC GROUP HOME (TGH) AND ALL OTHER CONGREGATE CARE SETTINGS:

All clinical services may not be provided by all providers. If applicable, the following services should be provided:

1. ROOM & BOARD:

A. Payment to cover the cost of (and the cost of providing) food, clothing, shelter, daily basic supervision, school supplies, personal incidentals, liability insurance with respect to a youth, clothing, and costs related to administration and operation of a facility necessary to provide the items in this sentence.

1) Food: Costs associated with providing food for the youth (net of USDA revenues), costs may include:

- a) The food itself
- b) Meal preparation, operation and maintenance of the kitchen facility
- c) Dietary supplies
- d) Salaries and fringe benefits associated with staff involved in food preparation and assuring appropriate dietary/nutritional standards are met

2) Shelter: Costs associated with providing and maintaining living quarters for the youth, costs may include:

- a) Cost of a lease or rental agreement
- b) Utilities, furniture and equipment
- c) Costs of housekeeping, linen and bedding
- d) Maintenance of the building and grounds
- e) Routine recreation
- f) Insurance related to the living quarters
- g) Taxes related to the shelter of the youth
- h) Costs may not include construction costs, but may include depreciation of capital assets, interest, and property taxes

3) Clothing: ~~Costs associated with providing and maintaining the clothing for the youth.~~
~~These costs may include: Costs of the clothing itself, laundry and dry cleaning.~~

KD

- 4) Daily basic supervision (normal supervision duties): Costs associated with normal 24-hour supervision of the youth. Costs may include:
 - a) The salaries and fringe benefits of staff (including house parents) involved in supervising the youth
 - b) Recreation supervision
 - 5) School supplies: Costs associated with books, materials, and supplies necessary for a youth's education.
 - 6) Personal incidentals: Incidental costs associated with the personal care of a youth such as: items related to personal hygiene; cosmetics; over-the-counter medications and special dietary foods; infant and toddler supplies, including high chairs and diapers; and fees related to activities.
 - 7) Liability insurance with respect to the youth: Insurance costs directly related to a youth, above normal home insurance, to cover damages and harm by the youth to property or another person. This cost is included in the room and board rate for applicable homes.
 - B. The Provider shall provide each youth with sufficient space, safe board, sanitary conditions and the level of supervision necessary to comply with the residential service description in the State Service Fee Directory. Special dietary needs shall be assessed and provided on an individual basis.
 - C. The rates for services will be paid on the first day services are provided to the placed youth. The rates for services will not be paid for the day of discharge from the services of the Provider.
 - D. In the event the youth leaves the facility without authorization, for more than four (4) consecutive calendar days the Provider must get written authorization from the CSA Coordinator to continue to bill for the placement. In any event, the Buyer will discontinue payment for room and board and other services as of the fourteenth (14) day of the unauthorized absence.
 - E. If a youth placed in a group home is authorized for a service in an acute care setting, the bed in the group home may be held for the youth for more than four (4) days with approval of the CSA Coordinator. Bed holds longer than fourteen (14) days will be negotiated on a case by case basis, and must be authorized by the CPMT.
2. **ADDITIONAL DAILY SUPERVISION:** Title IV-E allowable costs of salaries and fringe benefits of staff (including house parents where applicable) associated with 24-hour supervision of the youth beyond that which is normally required of a youth, or supervision needed for certain youth including those with physical or emotional disabilities. The youth's needs must be documented and must be billed as separate line item and clearly identifiable separate from Therapeutic Behavioral Services.
 3. **THERAPEUTIC BEHAVIORAL SERVICES:** Therapeutic services rendered in a group home setting that provide structure for daily activities, psycho-education, therapeutic supervision and activities, and mental health care to ensure the attainment of therapeutic mental health goals as identified in the treatment plan.
 4. **MEDICAL/NURSING SERVICES:** Overall medical treatment of the youth is coordinated by the nursing staff or other medically-trained staff. Such staff shall provide the scheduling, coordinating, monitoring of, and transportation to, medical treatments, physical examinations, and dental checks. In addition, trained staff shall coordinate and monitor the administration of medications and provide first aid to injured youth. The nursing staff or trained staff person shall conduct regularly scheduled meetings with each youth for the purpose of monitoring the onset of symptoms and reviewing nutritional, hygienic and other regimens which may affect physical

health. The services shall be supervised by a medical doctor.

5. COUNSELING/THERAPY:

- A. INDIVIDUAL COUNSELING/THERAPY:** Individual counseling/therapy shall be provided in accordance with the youth's IFSP by a licensed clinician or license-eligible clinician under supervision. The frequency of such counseling/therapy shall be determined on a youth-specific basis and shall be approved by the Buyer's case manager prior to its initiation.
- B. GROUP COUNSELING/ THERAPY:** Group counseling/therapy shall be provided in accordance with the youth's IFSP by a licensed clinician or license-eligible clinician under supervision. The frequency of such counseling/therapy shall be determined on a youth-specific basis and shall be approved by the Buyer's case manager prior to its initiation.
- C. FAMILY COUNSELING/ THERAPY:** Family counseling/therapy shall be provided in accordance with the youth's IFSP by a licensed clinician or license-eligible clinician under supervision and shall occur face-to-face according to FAPT recommendation, but no less than one (1) time per month. The family counseling/therapy shall incorporate family members as appropriate. Counseling with family is to include techniques that will assist the family in the return of the youth to the family, when appropriate. The frequency of such counseling/therapy shall be determined on a youth-specific basis and shall be approved by the Buyer's case manager prior to its initiation.

6. FAMILY VISITATION: Ongoing contact, therapy, and visitation are a critical component of an individual's clinical services and basic human rights. The Provider shall plan and schedule regular and ongoing visits for the youth with the family, relatives and/or others (e.g. foster parents, adoptive parents, and fictive kin) in accordance with the youth's treatment plan and IFSP.

- A.** Family visitation shall not be withheld as a behavioral consequence.
- B.** Any reduction or change in visitation has to have clinical justification and the approval of the Buyer's case manager prior to the reduction or change.

7. SOCIALIZATION/RECREATION: Youth shall have regular, scheduled opportunities for socialization and recreation through individual and group activities designed to enhance learning, provide cultural enrichment, foster reintegration into the community, enhance leadership skills and improve self-esteem. Goals to accomplish these specific outcomes will be identified in Individual Recreation Plans (IRPs) developed and documented by the Provider and the Buyer's case manager for each youth. The activities shall be designed to provide fun and pleasure and may include, but are not limited to, outdoor athletics, field trips, games, camping and crafts.

8. EDUCATIONAL SERVICES: Services that are provided to meet the educational needs of the youth as required by the educational requirements of the Virginia Code. Such services may include public school integration, on-site residential schooling, community-based vocational training, vocational training, alternative education, or special education.

9. EMERGENCY SERVICES: Emergency services are programs and supports that are available twenty-four (24) hours/day, 365 days/year that can be accessed immediately and may include crisis stabilization, pre-screening for mental health commitments and emergency mental health assessments. Such services shall be time-limited, supportive, and clear as to purpose and goals. For certain Providers emergency shelter may be purchased during the 72 hour emergency custody provision of the law as outlined in the Virginia State Social Services Manual. Provision of such service shall be provided on a temporary/emergency basis, up to thirty (30) days and shall include but is not limited to, room and board.

10. **TRANSPORTATION:** All transportation to activities within the scope of the service plan is provided. Transportation includes to and from court appearances, community activities, school trips, recreation/leisure time activities, and other activities necessary in providing for the youth's health, emotional and recreational needs. Vehicles will be equipped with a first aid kit, a road safety kit, and seat belts at all times while youth are being transported. Maintenance checks will be performed on vehicles at regular intervals to ensure the safety of youth while being transported. The drivers shall be subject to a Department of Motor Vehicles check and all driving licensure requirements.
11. **ONE-ON-ONE CARE:** One-on-one care is provided to youth whose medical, behavioral or emotional condition necessitates close supervision and monitoring which cannot be provided through the regular staff-to-youth ratios. This supervision shall be designed to provide safety and support through acute periods. Except in emergencies, one-on-one care shall be provided only after approval by CPMT. It shall be limited to the number of hours approved by the Buyer's case manager, CSA Coordinator, and CPMT. One-on-one care is not to be charged to the Buyer during the sleeping hours of the youth, unless otherwise authorized by the Buyer.
12. **SUBSTANCE ABUSE/ADDICTION:** Frederick County has adopted the American Society of Addiction Medicine as best practices in the treatment of substance use disorders. Substance Use Services are provided to assist youth and their families with recovery from substance abuse/addiction. Treatment of the actively substance- addicted population shall incorporate a structured program that addresses the addiction and the associated developmental, family, peer and relationship issues. Treatment shall incorporate education, individual and group therapy dealing with abuse/addiction and concomitant problem areas with a strong emphasis on family therapy and the twelve step programs for the development of coping and living skills to prevent relapse. Treatment shall also incorporate the provision of continuing care or referral to appropriate facilities for continuing care services. Treatment shall be provided by an individual who holds a certification or license in substance abuse treatment or individual supervised by an approved substance abuse clinical supervisor unless an exception is made by FAPT. Providers of Substance Abuse treatment services shall follow ASAM criteria in determining the needs of the client and level of care necessary for treatment.
13. **PROBLEMATIC SEXUAL BEHAVIOR/SEXUAL TRAUMA:** Services are provided to assist youth who have demonstrated problematic sexual behavior or who have experienced sexual abuse. The program shall be designed to provide a professional evaluation and treatment by a licensed provider with specialized training and relevant expertise.
14. **INDEPENDENT LIVING SKILLS TRAINING AND SERVICES:**
 - A. The Provider should provide or ensure training to youth ages 14 and older to help the youth gain life skills and transition successfully from foster care. The living skills training services are direct activities toward specific goals in accordance with the transition living plan. The training and services should include activities that fit into the domains of the Casey Life Skills Assessments including: daily living, self-care, housing and money management, career and education planning, permanency and other domains.
 - B. The Provider shall work collaboratively with the Buyer in providing independent living services mandated under the Foster Care Independence Act of 1999.
 - C. Progress on independent living goals should be included in the quarterly reports.
 - D. The Provider will complete a Casey Life Skills Assessment for any youth ages 14 and older in their program within 30 days of placement or within 30 days of a youth turning 14 that is

currently placed. If the youth has a current Casey Life Skills Assessment, this document shall be provided to the Provider.

- 1) The Casey Life Skills Assessments must be updated at least yearly. The youth may complete the plan on their own or it can be a collaborative effort with the youth and the Provider.
 - 2) The Casey Life Skills Assessment can be found at <http://lifeskills.casey.org/>.
 - 3) Once completed the Provider should submit a copy to the Buyer's case manager within 10 days.
- E. A transition living plan must be completed by the Provider within 30 days of completion of the Casey Life Skills Assessment.
- 1) The transition living plan should be a collaborative effort with the youth and all treatment providers, including the Buyer's case manager. The transition living plan may be completed during an LCPA treatment meeting and other team based planning meeting.
 - 2) A sample transition living plan can be received from the Buyer upon request. In the event the Provider already has a transition living plan template this plan must be approved by the Buyer's case manager prior to use.
 - 3) The transition living plan shall be updated at least yearly or modified, as needed, such as when the youth achieves the goals before the end of the year. Updates are done in collaboration with the Buyer's case manager, the youth, the youth's family, the provider, and any other members of the youth/family's team. Any significant changes proposed to the service/treatment plan will reflect the consensus of the youth, family and team. An updated plan should be submitted to the Buyer's case manager within 10 days of the decision to make changes.
 - 4) The Buyer's case manager serves as the point of contact for the team-based planning process and is responsible for decisions about services rendered in a manner consistent with the FAPT authorization and team-based planning process.
- F. The provider must complete a 90-day Transition Living Plan on a youth 90 days before the youth turns 18, 19, 20 and 21.
- 1) The 90-day Transition Living Plan should be a collaborative effort with the youth and all treatment providers, including the Buyer's case manager. The transition plan may be completed during an LCPA Treatment meeting and other team based planning meeting.
 - 2) A sample 90-day Transition Living Plan can be received from the Buyer's case manager upon request. In the event the Provider already has a transition living plan template this plan must be approved by the Buyer's case manager prior to use. The 90-day transition living plan must be updated at least yearly. Once completed the Provider should submit a copy to Buyer's case manager within 90 days before the youth turns 18, 19, 20 and 21.
15. **DIAGNOSTIC/OTHER SERVICES:** Additional diagnostic services may be requested by the Buyer from the Provider in addition to those psychological, educational, medical and other diagnostic evaluations provided by the Buyer at the time of admission of the youth. The Provider may recommend approval of additional services from the Buyer's case manager.
16. **MENTORING:** Mentoring is forming a trusting relationship with a youth through positive engagement and serving as a role model for healthy emotional development and responsible actions. It may include providing socialization activities that will reduce feelings of isolation and increase social skills; introducing new interests, talents, activities and opportunities to a youth; and providing encouragement and support for academic achievement and staying in school.
17. **APPEARANCES:** It is understood that in the course of the provision of services the Provider's staff may be called upon by the Buyer's case manager to appear for court hearings, Family

Partnership Meetings, and FAPT meetings. Information to be provided at such hearings or meetings may include assessments, evaluations, recommended services, the services provided, and the progress resulting from the service interventions. The Buyer will make every attempt to notify the Provider well in advance of the Provider's requirement to appear at the court hearings and meetings. When possible, subpoenas will be provided for court.

18. **ACCESS TO FACILITY:** In addition to the language in Section 5A of the Agreement for Purchase of Services the Provider will at all times provide the Buyer access to the child's living areas/residence/bedroom. At the Provider's request the Buyer's agents will sign a notice of confidentiality if there are Provider concerns about confidentiality of roommates or other youth in the facility.

II. TREATMENT PLANNING AND REPORTING:

1. INITIAL ASSESSMENT:

- A. The Provider will complete and submit a written initial assessment within thirty (30) days of service initiation.
- B. The initial assessment shall include the following:
 - 1) Current or Preliminary DSM diagnoses for youth
 - 2) Youth strengths and needs
 - 3) Youth functioning in major life domains (e.g., school, home, community, legal)
 - 4) Current family structure and functioning - strengths and needs
 - 5) Other current treatment/services including medication management
 - 6) Summary of service and treatment history
 - 7) Behaviors to be addressed - focus of intervention

2. SERVICE/TREATMENT PLAN:

- A. The Provider will complete and submit an initial service/treatment plan based on the initial assessment describing the services to be provided to each youth and the youth's family in accordance with that youth's Individualized Family Service Plan (IFSP) within thirty (30) days of services being initiated.
- B. The service/treatment plan shall be modified, as needed, in collaboration with the Buyer's case manager, the youth, the youth's family, the provider, and any other members of the youth/family's team. Any significant changes proposed to the service/treatment plan will reflect the consensus of the youth, family and team.
- C. The service/treatment plan shall include the following:
 - 1) Short and long term goals that are youth, family and behavior-specific with measurable objectives and performance timeframes
 - 2) Crisis safety plan to include provisions during the workday as well as after hours and emergency telephone contact numbers
 - 3) Estimated # of contact hours and frequency of contacts per week
 - 4) Discharge plan
 - 5) Plan signed by provider, Buyer's case manager, youth, youth's family member

3. **TREATMENT REVIEW MEETINGS:** The legal guardian and the Buyer's case manager shall be invited to all scheduled/emergency treatment team meetings. For youth in the custody of the DFS, the youth/youth's family shall be invited when deemed appropriate by the Buyer's case manager.

4. MONTHLY PROGRESS REPORTING:

- A. ~~The Provider will complete and submit a monthly report within ten (10) business days of the~~

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end of the reporting period. *W*

- B. Monthly reports shall be submitted to the Buyer's case manager. Electronic submission via a secure email transmission is strongly encouraged.
 - C. The monthly report submitted on the Provider's letterhead shall include the following:
 - 1) Provider's legal name, email, and phone number
 - 2) Identifying client information to include name of youth and birthdate, and date of admission
 - 3) Progress on goals; Barriers toward achieving goals, Progress towards discharge
 - 4) Progress in family therapy; frequency type; type of visits, contacts, and off-site passes
 - 5) Significant incidents affecting the youth (in accordance with Section 8 of the APOS)
 - 6) Change in therapist, medication and/or agencies/service involvement with youth
 - 7) Current functioning in major life domains (e.g., school, home, community, legal)
 - 8) Discharge/Transition plan
 - 9) Date of reporting period
 - 10) DSM Diagnoses and medications
5. DISCHARGE/AFTERCARE REPORT:
- A. ~~The Provider will complete and submit a discharge/aftercare report within ten (10) business days of the discharge/end of service.~~ *W*
 - B. Discharge reports shall be submitted to the Buyer's case manager. Electronic submission via a secure email transmission is strongly encouraged. *W*
 - C. The discharge/aftercare report submitted on Provider's letterhead shall include the following:
 - 1) Provider's legal name, email, and phone number
 - 2) Summary of progress on goals
 - 3) DSM diagnoses and medications at time of discharge
 - 4) Description of functioning in major life domains at end of service (e.g., school, home, community, legal)
 - 5) Written recommendations provided to the parent/caregiver for after-care upon discharge that will foster the youth's continued recovery and stability. Written recommendations will build upon treatment objectives, strengths, successes, natural supports and other resources as well as referencing appointments with after-care providers.

III. REIMBURSEMENT FOR SERVICES:

- 1. PAYMENT THROUGH INSURANCE: The Provider agrees to accept the family's private insurance (including TRICARE or its equivalent), or Virginia Medicaid or FAMIS for payment of Medicaid eligible services. CSA will not fund services covered by the above forms of insurance if that insurance is available to pay for services, unless prior authorization has been obtained through the CPMT.

When all or any portion of the services rendered by the Provider hereunder is covered by a policy of insurance, TRICARE (or its equivalent), Medicaid, or FAMIS, the Provider shall submit claims for such service to the insurance company holding such policies or to TRICARE (or its equivalent), as the case may be. If the Provider receives Virginia Medicaid or FAMIS payments for services rendered under this Agreement, such payments shall constitute payment in full for those services. With the exception of a required deductible, copayment, and/or coinsurance through third party payment, the third party payment shall constitute payment in full for those services.

- 2. PROVIDER MEDICAID SERVICES: The CPMT requires all providers whose services meet the Virginia Medicaid standards for a PRTF or TGH as outlined in the Psychiatric Services

Manual and Community Mental Health Rehabilitative Services Manual, respectively, to enroll as PRTG or TGH provider. Medicaid application information is available through:

Virginia Medicaid - PES PO Box 26803 Richmond, VA 23261-6803
1-800-829-5373 (in state toll-free) 1-804-270-5105 local
Fax: 1-804-270-7027
www.virginiamedicaid.dmas.virginia.gov

If the provider is already enrolled as a Medicaid PRTF or TGH provider, the Provider shall provide the Buyer with its Medicaid number with the submission of contract documents. The Provider shall be responsible for timely and complete filing per the Department of Medical Assistance Services Community Mental Health Rehabilitative Services located at:

<https://www.virginiamedicaid.dmas.virginia.gov>

A. The Provider shall be responsible for:

- 1) Completing and forwarding the Medicaid pre-authorization materials, including the Initial Review form, for each Medicaid eligible youth to the DMAS contractor within two business days after admission or after receipt of information from the Buyer.
- 2) Notifying the Buyer when a youth is authorized for Medicaid reimbursement. Such notice is required by fax at (540)678-0682 or through secure email at jjury@fcva.us within two business days after the Provider receives notice from DMAS that the youth is approved or denied.
- 3) Developing the Individualized Service Plan for the youth within thirty (30) days of authorization for Medicaid reimbursement, and reviewing every thirty (30) days.
- 4) Completing the continued stay criteria and submitting it to the DMAS contractor prior to expiration of the authorization period.
- 5) Preparing and implementing DMAS billing.
- 6) Ensuring that its physicians and other professionals serving the Buyer's referred clients are also enrolled in Medicaid and providing the Buyer with the Medicaid number of those individuals on staff or under subcontract who provide services to the Buyer's clients.
- 7) Billing DMAS for other Medicaid covered services, e.g. therapy, pharmacy.
- 8) Invoicing the CPMT for the non-Medicaid eligible services according to Section 25 of the Agreement for Purchase of Services.
- 9) Notifying the Buyer when the youth no longer meets the Medicaid reimbursement criteria and DMAS no longer authorizes payment for the youth. Such notice is required by secure email at jjury@fcva.us or FAX to (540) 678-0682 within two business days after the Provider receives notice from DMAS that it will no longer make payment.

B. The Provider is responsible for submitting all Medicaid preauthorization documentation and continuing stay documentation within the time frames required by Medicaid. If a Provider fails to submit this information in a timely manner, through no fault of the Buyer, in order to receive Medicaid PRTF or TGH reimbursement, the Provider is financially responsible and shall not be eligible for reimbursement from the Buyer.

C. The Buyer shall provide the Medicaid number of the youth referred, if applicable. When referring a youth for Medicaid residential treatment the Buyer's responsibilities are to:

- 1) Provide a complete copy of DSM diagnosis.
- 2) Complete the Child & Adolescent Needs and Strengths (CANS) score sheets from the for both the Youth Functioning Profile and the Caregiver Functioning Profile and submit to the Provider as part of the authorization process. The CANS rating shall be completed within thirty (30) days prior to placement and shall be submitted to the Provider in a

timely fashion. It shall indicate at least two areas of moderate impairment as defined in the eligibility criteria.

- D. The Independent Assessment, Certification and Coordination Team is responsible for providing the Certificate of Need that indicates necessity of placement and CANS to assist the Provider with submission of documentation within the time frames required by Medicaid. Providers should contact the CSA Coordinator at (540)722-8395 or through secure email at jjury@fcva.us to request the above information.

IV. INVOICING:

1. The Provider will submit invoices in accordance with section 25 of the APOS and section IV of this Addendum D within ten (10) business days of the end of the month. The Buyer reserves the right to reject any invoices with incomplete data elements. Time frames for payment begin when the invoice contains all required elements.
 - A. The invoice shall include the following:
 - 1) Provider's legal name, email, and phone number
 - 2) Separate invoice for each youth
 - 3) Youth's name
 - 4) Month service was provided
 - 5) Purchase order number
 - 6) Buyer's case manager name
 - 7) Services delivered as defined on the rate sheet
 - 8) Contract unit price
 - 9) # of units
 - 10) Dates of service
 - 11) Copy of Monthly Progress Update for month of service being billed
 - B. TITLE IV-E: The CPMT requires that all allowable costs for foster care youth must be structured in accordance with all Federal and State regulations to allow the Buyer to seek appropriate reimbursement for those services via Title IV-E of the Social Security Act.

IN WITNESS THEREOF the parties have caused this Addendum D to be executed by officials hereunto duly authorized.

Grafton School, Inc.

Provider Name



Provider Authorized Representative

EVP

Title

CSA Coordinator

Kent Hauchins

Printed Name

11-20-2018

Date

Date

3.1.3.4 Mandated Eligibility through CHINS-Services Parental Agreement

- Children or youth who meet criteria for a CHINS-Services but require out of home placement through an agreement between the local board or public agency designated by the CPMT and the parents or guardians where legal custody remains with the parents or guardians. These cases cannot be case managed by the LDSS.
- The use of a Parental Agreement is intended for youth with behavioral/emotional needs that require out of home placement. It is not appropriate for cases of abuse/neglect, or where protection or permanency is a concern.

3.1.3.4.1 Parental Agreement Requirements

- A Parental Agreement meeting shall occur prior to out of home placement to review the contract and be signed by members of each stakeholder group, including but not limited to the parent/guardian, agency case manager, CSA Coordinator, CPMT member, and an agent of the provider.
- Youth who are placed out of the home through a Parental Agreement shall be reviewed by FAPT every 30-45 days and must include the parent/guardian and the provider.
- The parents/guardians of youth placed through a Parental Agreement must participate in weekly family therapy, preferably in person or through video conferencing. A Parental Agreement may be void and an extension shall not be allowed if parents/guardians do not meet this requirement unless otherwise determined by FAPT.
- Parents/guardians may be required to participate in additional services as recommended by FAPT to facilitate discharge and transition home. Failure to participate may result in immediate discharge and termination of the Parental Agreement.
- Parents/guardians of youth placed out of the home through a Parental Agreement shall be referred to the Division of Child Support Enforcement for the collection of child support. Parents/guardians may appeal the decision of the court through the DCSE appeals process.
- The Parental Agreement shall be reviewed and signed by

3.1.3.4.2 Parental Agreement Terms and Limitations

- The Parental Agreement is a voluntary agreement between the local CPMT, the agency providing the case management (CSB, CSU, or FCPS), and the parent/guardian of the youth.
- CSA Parental Agreements are limited to short-term out of home placements. "Focus is on the treatment of the child, not parent's ability to care for or provide a safe home for a child." (taken from New Coordinator Academy "CHINS and CSA Parental Agreements" March 2018 presentation slide 31.)
- If a youth is eligible for services under a Parental Agreement, treatment out of the home is limited to six months. If the FAPT determines that the youth is still in need of treatment at the end of six month, FAPT may recommend to CPMT an extension of the team has the authority to extend the Parental Agreement for an additional length of time individualized for each child, but no longer than 90 days. A summary of the case will be presented to CPMT at the next scheduled meeting. This limit will include the amount of time placed out of the home through a Parental Agreement for a family that has moved into Frederick County from another jurisdiction.
- In the rare instance that services beyond 270 days is necessary, services must be authorized by CPMT upon recommendation of FAPT.
- Extensions will not be granted due to the lack of participation in preparation for discharge/transition or delay in support services being sought on the part of the family.
- Once a child is placed out of the home through a Parental Agreement for the maximum allowable time, they will no longer be eligible to access funding through a Parental Agreement for amount of time.

Frederick CPMT Discussion Summary

Multiple Parental Placement Referrals Over Time

TO: Jackie Jury, CSA Coordinator, Frederick County, Virginia
FROM: Mark Gleason, CPMT Member

You asked today for CPMT guidance regarding when a parent makes multiple referrals for a parental placement for the same child over a period of time. This was within the context of an emergency meeting to discuss other issues, but there was some time for a brief discussion at the end of business. I agreed to write a summary.

This is both a clinical and administrative issue for our local CSA process. The clinical aspects properly belong to the FAPT Team, and the administrative issues to the CPMT. I will address both within the context of this document.

The administrative/CPMT issue is one of policy and precedent. We understand that parental requests for placement are intended to be brief, and with the intent of the child returning home successfully. This is covered within the context of existing CPMT policy. The question of multiple referrals is not, to my knowledge, addressed within our existing policies. Therefore multiple placements are neither prohibited or necessarily permitted at this time. It is a case by case matter for now. If we want to create a policy to address the matter, the CPMT should go ahead and do so. In the absence of a policy, the CPMT is concerned about setting a precedent that we would then have to consider and apply to all such requests.

The CPMT believes that in order to create a policy, there would have to be consultation with the FAPT Team. We need to consider and address clinical issues that would be driving multiple requests for parental placement. I can only briefly outline some of these here, defer to the rest of the group for comment, and acknowledge that we did not have a great deal of time to discuss any single issue fully.

1. **Is this a new episode of care for the child, or is this a continuation of the previous episode of care?** What we mean here is, by example: Suppose the first parental placement was for depression and suicidality, the child was treated successfully, and returns home. Now a second parental request for placement is presented to the FAPT or CPMT. We would want to look at the reasons for the second request, and ask a series of questions. Is this for the same treatment issue as the first request, or is this a brand new issue. If this is essentially the same request as the first one, why has it emerged again after successful treatment? If it is a new episode of care, what are the root causes?
2. **What were the conditions surrounding the treatment outcomes for the first parental request for placement?** For example, we always hope that a treatment episode is successful, the child returns home, and the child and family are able to move on. There are times, however, when we know that a treatment discharge is less than desirable. For example, there were conditions surrounding the discharge for the first episode of care that indicated treatment was not fully successful, everyone was hoping things would work out, and the child would be able to remain

in the home with some form of additional supports. In this case, it may be the same treatment issue for both the first and second parental requests for placement, but further treatment may be considered as appropriate.

3. **We always have to consider what is best for the child.** Experience tells us that there are times when a child simply cannot remain in the home given whatever conditions surround the multiple parental requests for placement. For example, there are parental or caregiver risk factors that are not being addressed (for whatever reason), and the child is therefore at risk for placement in a restrictive setting. We would certainly want to staff such a case in advance of placement of a more-than-necessary restrictive setting.
4. **Are there safety issues that are driving the request for multiple parental requests for placement?** In part, considering this issue must also take into account some of the things already outlined above. We would hope that the safety issues are not new, and that they are already being reviewed on the FAPT level. That said, sometimes there are emergencies where the clinically responsible action is to recommend a more restrictive placement to get through the critical phase of the incident or episode.

It is clear that, for the CPMT, the approval of funding for multiple parental requests for placement is largely driven by clinical issues. The questions we asked today would be the very same questions that would arise should we be considering an actual case request. We recognize that there are multiple lenses or perspectives through which one can view any single case request. We would want to take all of them into account if at all possible.

This is all that I can recall from the discussion early this morning. I recommend that if the FAPT or CPMT want to consider the question formally, we place it on an agenda. Today's discussion was brief, and not all CPMT members were present to provide input.

Mark Gleason



Frederick County, Virginia

Children's Services Act
107 North Kent Street, 2nd Floor
Winchester, VA 22601
Office: (540) 722-8395
FAX: (540) 678-0682

November 8, 2019

PROPOSAL FOR PAYMENT TO FAPT PARENT REPRESENTATIVE

Authority

As part of the Children's Services Act (CSA), the State Executive Council directed each Community Policy and Management Team (CPMT) to establish a Family Assessment and Planning Team (FAPT). The purpose of this body is to assess the strengths and needs of each referred youth and their family and identify the most appropriate, least restrictive, and clinically appropriate services. The FAPT makes a recommendation to the CPMT to authorize funding for these services. In accordance with the Code of Virginia § 2.2-5207, the membership of the FAPT shall be made up of representatives from the community services board, juvenile court services unit, department of health, department of social services, the local school division, and both a private provider and parent representative, who have the authority to access services within their respective agencies. The private provider and parent representative positions on the team are mandated by the state, but considered voluntary, as no compensation is provided for their time.

Need

In Frederick County, the FAPT meets weekly for approximately 3.5 hours. Due to the time commitment, it has been difficult to recruit a qualified individual to fill the role of Parent Representative. This difficulty is not limited to Frederick County, as many other localities within the Commonwealth have similar experiences. Localities that have been able to fill the Parent Representative vacancy, with minimal exceptions, provide a stipend to the individual filling that role.

The CSA office has made several attempts to fill the role of Parent Representative. The position has been posted on the Frederick County, VA website and social media. CPMT members have also provided leads. In addition, agencies that work with families in the community have helped disseminate information about the vacancy. Unfortunately, those efforts have been unsuccessful.

Benefit

The FAPT Parent Representative offers a valuable perspective to the team. Individuals who have lived experience are better able to assist our families in learning to advocate for themselves and can provide knowledge of how to access resources and services. They also ensure the youth and family's voice is heard and respected during each meeting.

Job Duty

The responsibilities of the FAPT Parent Representative include, but are not limited to:

- *Attendance at scheduled FAPT meetings.*
- *Introducing themselves to the parents and assisting them when they attend a FAPT meeting.*
- *Taking an active role in the development of individualized service plans for families.*

Proposal

In an effort to secure and maintain a consistent Parent Representative on the Frederick County FAPT, the CSA Coordinator proposes that the CPMT offer a stipend to a qualified individual. This person must be willing to commit



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FAX: (540) 678-0682

his/her time to the team each week and would receive \$50.00 per meeting attended. The annual cost to the county would be \$2,600.00 if the individual attends every meeting.



COMMONWEALTH of VIRGINIA

Scott Reiner, M.S.
Executive Director

OFFICE OF CHILDREN'S SERVICES

Administering the Children's Services Act

October 23, 2018

Kris Tierney, County Administrator
Frederick County, Virginia
107 North Kent Street
Winchester, VA 22601

Re: Frederick County Children's Services Act (CSA) Audit Findings

Dear Mr. Tierney:

The final report regarding the Frederick County Children's Services Act (CSA) Audit (Audit Report 12-2018) was issued August 16, 2018. The Frederick County Community Policy and Management Team (CPMT) submitted a response to the Office of Children's Services (OCS) as well as a Quality Improvement Plan to address the findings of the auditor.

The auditor reported a finding of non-compliance as follows:

- The CPMT has not documented a long range, community-wide plan as required by COV §2.2-5206.4. (Audit Observation #1) This finding falls into Level One under State Executive Council for Children's Services Policy 4.7 (Response to Audit Findings with Regard to the Children's Services Act) and is not subject to denial of funds in the current audit cycle. Repeat findings on this issue in a future audit could be subject to suspension of CSA reimbursements until the issue is corrected per Policy 4.7.

The Frederick County CPMT has submitted an acceptable Quality Improvement Plan for all findings in the audit and OCS Audit staff will monitor implementation of that plan.

Please accept my appreciation for the cooperation of the Frederick County CPMT and CSA Coordinator throughout this review period. Should you have any questions about this communication, please contact me by phone at 804-662-9082 or via e-mail, scott.reiner@csa.virginia.gov.

Sincerely,



Scott Reiner
Executive Director

Attachment

cc: Jay Tibbs, Frederick County CPMT Chair
✓ Jackie Jury, Frederick County CSA Coordinator



COMMONWEALTH of VIRGINIA

Department of Behavioral Health and Developmental Services

2100 Steppingstone Square
Chesapeake, Virginia 23320-2591
(757) 424-8240 Voice
(757) 424-8380 TDD
(757) 424-8348 FAX
www.sevtc.dbhds.virginia.gov

SOUTHEASTERN VIRGINIA TRAINING CENTER

Angela Harvell, TRS, MSHA
Facility Director

September 27, 2018

Dear CSA Coordinator,

The Department of Behavioral Health and Developmental Services (DBHDS), the Department of Medical Assistance Services (DMAS), and the Office of Children's Services (OCS) are working cooperatively to determine the number of Virginia citizens with intellectual and developmental disabilities receiving services in out-of-state placements. Our goal is to support individuals with ID/DD who will age out of educational or residential programs with transitioning back to Virginia to live in a home developed to meet their special needs. This includes both those placed for educational (IEP) and non-educational reasons. We have developed a process for assisting individuals, authorized representatives, community service boards, and providers with this important transition. In addition, DBHDS has partnered with two community providers, Good Neighbor Homes, Inc. and Community Residencies, Inc. to develop transitional homes in northern Virginia. Although, we anticipate completion of these homes by the end of fiscal year 2019, DBHDS is ready to assist individuals with beginning the transition process at any point moving forward.

You can support our efforts by contacting me directly when you have knowledge of individuals receiving services out-of-state who will age out of their residential and/or educational placement. Prior to the individual aging out of his/her program, notifications should be made as soon as possible. This will allow maximum time to adequately plan for his/her return. We are eager to keep the lines of communication open in order to ensure timely notifications and completion of critical action steps. I am available to meet with you and your co-workers about this process and discuss any questions or recommendations you may have. I am also available to attend regional or statewide meetings to discuss this venture with you and your colleagues.

You may contact me directly at 757-424-8379 (o) or 757-439-7555 (c). My address is:

Angela Harvell, Facility Director
Southeastern Virginia Training Center
Department of Behavioral Health Developmental Services
2100 Steppingstone Square
Chesapeake, VA 23320
Angela.Harvell@dbhds.virginia.gov

I look forward to hearing from you. Thank you for your cooperation with this matter.

Angela Harvell, TRS MSHA
Facility Director

cc: Scott Reiner, OCS

'Partners In Progress: Your Potential Is Our Passion'

POLICY 3.6

MANDATORY UNIFORM ASSESSMENT INSTRUMENT

3.6.1 Purpose

To provide consolidated guidance to local Children's Services Act (CSA) programs regarding the requirements for the utilization of the Child and Adolescent Needs and Strengths (CANS), the mandatory uniform assessment instrument used with all children and families receiving services through the CSA.

The specifications in this policy represent the minimum state CSA requirements for use of the CANS. Individual localities may adopt, through local policy, additional requirements at their discretion.

3.6.2 Authority

- A. Section 2.2-2648.D.11 of the Code of Virginia (COV) requires "a mandatory uniform assessment instrument and process to be used by all localities to identify levels of risk of Children's Services Act youth."
- B. Section 2.2-5210 of the COV specifies "utilizing a secure electronic database, the CPMT and the family assessment and planning team shall provide the Office of Children's Services with client specific information from the mandatory uniform assessment and information in accordance with subdivision D 11 of § 2.2-2648."
- C. Section 2.2-5212 A of the COV states "in order to be eligible for funding for services through the state pool of funds, a youth, or family with a child, ... shall be determined through the use of a uniform assessment instrument and process by the policies of the community policy and management team to have access to these funds."
- D. The 2018 Appropriation Act (Chapter 2, Item 282 B 8) states "The State Executive Council shall require a uniform assessment instrument."
- E. State Executive Council Policy 3.6 (adopted in December 2007 and updated in May 2008) establishes: "The Child and Adolescent Needs and Strengths Assessment (CANS) shall be the uniform assessment instrument for children and youth receiving services funded through the state pool. Use of the CANS shall be effective July 1, 2009."

3.6.3 Definitions

"Child and Adolescent Needs and Strengths (CANS)" means the Virginia versions of the Child and Adolescent Needs and Strengths assessment instrument, developed by John S. Lyons, Ph.D., as modified for CSA use. The Virginia CSA versions include the Standard and DSS-Enhanced CANS, each having two age versions (Birth to Four and Ages 5+) and each having a Comprehensive Version and a Reassessment version.

"CANVaS 2.0" means the online software application for the Virginia CANS created in accordance with COV §2.2-5210 to permit local governments to submit data from the mandatory uniform assessment to OCS.

"CANS Certification" means completion of the CANS training requirements, passing a certification examination and subsequent granting of a certificate on any CSA Virginia version of the CANS as required by the Praed Foundation.

"Comprehensive CANS" means a CANS full assessment, including the four child functioning domains, caregiver domain(s) and eight modules. The modules are rated only if prompted by a rating on specific trigger items.

"Designated Super User / Report Administrator (DSU/RA)" means a local staff person designated to serve as the Local Administrator for the CANVaS 2.0 system. DSU/RAs may be trained Super Users who are designated to serve in the role or other staff as determined by the locality. DSU/RAs serve as gatekeepers to CANVaS, have access to local CANS data including reports and are the locality's primary contact with OCS regarding CANS.

"Discharge CANS" means a Comprehensive version of the CANS, denoted as a "Discharge CANS" in the CANVaS 2.0. system, completed within 90 days prior to, at the time of, or 90 days following either the child and family's exit from CSA funded services or a final review by the Family Assessment and Planning Team (FAPT).

"DSS-Enhanced CANS" means the version of the Virginia CANS modified to include additional features for local Department of Social Services (DSS) use, including the ability to rate multiple caregivers and a Child Welfare module.

"Initial CANS" means a Comprehensive version of the Virginia CANS completed to determine eligibility for CSA-funded services in accordance with COV §2.2-5212.

"Reassessment CANS" means a Reassessment version of the Virginia CANS completed at regularly defined intervals as determined by local requirements, but no less than annually, for a child and family served by CSA. The Reassessment version does not contain the eight modules found in the Comprehensive version.

“Standard CANS” means the version of the Virginia CANS which does not include the additional features developed for the DSS-Enhanced CANS and is appropriate for use by public agency staff other than local DSS when administering the assessment.

“User Agreement” means the online document outlining the requirements for access and use of the CANVaS 2.0 site. Users shall indicate that they accept and honor these requirements.

3.6.4 CANS as the Mandatory Uniform Assessment Instrument

- A. The Child and Adolescent Needs and Strengths assessment (CANS) shall be the uniform assessment instrument for children and youth receiving services funded through the state pool.
- B. All children receiving CSA state pool funded services shall have CANS assessments completed in accordance with the parameters specified in this policy.

3.6.5 Frequency of CANS Administration

- A. Any child and family receiving CSA funded services shall be administered the CANS assessment.
- B. The Initial Comprehensive CANS is required to determine and/or support the child's eligibility for CSA consistent with the statutory requirement in COV §2.2-5212.
- C. The Initial CANS must be completed prior to the initiation of CSA-funded services described on a service plan (e.g., Individual Family Service Plan, Individualized Education Program, or Foster Care Plan), with an exception (14 days) for emergency services and placements as provided for in §2.2-5209.
- D. The CANS assessment is required annually. “Annually” is defined as within 60 calendar days of the anniversary date of the Initial CANS or subsequent Annual CANS, meaning the reassessment may fall 60 days prior to, on the date of, or 60 calendar days subsequent to the anniversary of the previous annual assessment date.
- E. The Reassessment version of the CANS may be used for the Annual assessment. Local governments shall have the discretion to use either the Comprehensive version or the Reassessment version of the CANS for the Annual assessment.
- F. The CANS completed within the time frame noted in D. above shall be referred to as the “Annual CANS.”
- G. Local policy adopted by the Community Policy and Management Team (CPMT) shall direct the frequency of reassessment of the CANS between the one year intervals of required Annual CANS unless otherwise required by another funding source (e.g. Medicaid).

H. The Discharge CANS shall be the Comprehensive version of the CANS.

- (1) Discharge CANS are required only when a child's CSA case is closed. A CPMT may opt to complete a Discharge CANS when transferring a case to another locality according to local written policy.
- (2) The Discharge CANS may be done 90 days prior to, at the time of, or within 90 days following either the completion of all CSA-funded services, or final FAPT review.
- (3) A Discharge CANS is not required in any of the following situations:
 - i. when a child and family receive CSA-funded services for less than 30 calendar days. An Initial CANS is required in such instances.
 - ii. at the time of transfer of services from one locality to another. The receiving locality will complete CANS as required per their local schedule.
 - iii. when one service ends, but the child and/or family continue to receive other CSA-funded services.

3.6.6 Use of the CANVaS 2.0 On-line Data System

- A. Only employees of local government agencies (local department of social services, court services units, school divisions, community services boards/behavioral health authorities, and CSA offices) may create accounts in CANVaS 2.0 to carry out their job responsibilities in working with children and families.
- B. Prior to account creation, all users requesting access shall agree to the terms of the User Agreement required to access the CANVaS 2.0 site. The agreement addresses access, security and confidentiality, and closure (completion) of assessments within a specified time frame.

3.6.7 Required Certification by All CANS Assessors

- A. Any individual who administers the CANS shall be appropriately certified on the use of the assessment. "Appropriately certified" means the individual has:
 - (1) completed one or more of the Virginia CSA training courses offered on the Praed Foundation CANS training and certification site;
 - (2) attained a score of 70 percent or higher on the certification exam;
 - (3) received a certificate granted by the Praed Foundation for the approved time frame of one year from date of certification; and
 - (4) administers the CANS only during the approved time frame of his or her certification.

- B. CANS completed by individuals who are not appropriately certified are not valid and shall not be used for any purpose, including service planning.
- C. Paper CANS score sheets may only be used if the individual administering the CANS is
 - (1) appropriately certified, and
 - (2) the information from the score sheet is entered into CANVaS within 60 days by the assessor or an authorized data entry person.
- D. Sharing of specific information such as ratings of items on a certification vignette to enable another individual to pass the certification exam is prohibited. Individuals who share or receive such information may lose access to CANVaS 2.0 at the discretion of the Office of Children's Services.

3.6.8 Policy Review

This policy will be subject to periodic review by the State Executive Council for Children's Services.




COMMONWEALTH of VIRGINIA

Scott Reiner, M.S.
Executive Director

OFFICE OF CHILDREN'S SERVICES *Administering the Children's Services Act*

ADMINISTRATIVE MEMORANDUM #18-09

To: CPMT Chairs
CSA Coordinators
CSA Fiscal Agents

From: Maris Adcock,  Finance and Business Operation Manager

Date: October 12, 2018

Subject: CSA Local Administrative Funds Budget Plan

Effective with FY2019, the Office of Children's Services has implemented a new process for localities to request their Local CSA Administrative funds. This new process no longer requires a paper submission, physical signatures, and the mailing of the request to the Department of Education.

The new procedure is an electronic one done through the CSA Local Government Reporting application. The process is described in detail in the attached document and requires action by the CSA Coordinator, the CMPT Chair, and the Fiscal Agent. The CSA Coordinator originates the process and it is then sequentially approved by the CPMT Chair and the Fiscal Agent. Once initiated, e-mail notification will occur at each stage alerting the appropriate individual of the need to take action. The process requires that the CPMT Chair has established his/her account in the CSA Account Management System.

The attached instructions contain step-by-step directions along with screen shots of each step in the procedure. Submissions will be accepted between October 15, 2018 and June 15, 2019 at which time requests for the current year's Administrative Funds will be closed.

After the local Fiscal Agent has approved and submitted the Administrative Budget Plan, OCS recommends that the locality print and retain a copy.

Any questions about this can be directed to me at: maris.adcock@csa.virginia.gov or 804-662-7451.

Thank you for your cooperation.





COMMONWEALTH of VIRGINIA

Scott Reiner, M.S.
Executive Director

OFFICE OF CHILDREN'S SERVICES *Administering the Children's Services Act*

ADMINISTRATIVE MEMORANDUM #18-10

To: CPMT Chairs
CSA Coordinators
CSA Fiscal Agents

From: Maris Adcock, Business and Finance Manager 
Scott Reiner, Executive Director 

Date: November 5, 2018

Subject: Medicaid Billings

This memorandum is to inform localities that the Office of Children's Services (OCS) is not currently accepting the Medicaid billing information from Magellan/Department of Medical Assistance Services (DMAS). OCS is working with Magellan and DMAS to correct a billing and adjustment reporting issue. There have been no Medicaid transactions posted in the CSA system for fiscal year 2019, July 2018 through October 2018.

Until the problem is resolved, OCS will not be posting the Medicaid billing data information nor will OCS be recovering the local share of the Medicaid cost. When the problem has been resolved, OCS will post the Medicaid billing information and notify localities of its availability for review. At that time, OCS will also begin processing the FY2019 Medicaid billings for the recovery of the local share of the Medicaid cost.

Correction to the Medicaid adjustments by Magellan goes back to December 2017. The correction may result in some localities having adjustments to their Medicaid billing data back to that time. If the Medicaid adjustment does result in a billing correction to a local's Medicaid cost, that adjustment will be reflected against FY2019.

We apologize for any inconvenience. Please let Maris Adcock know if you have any questions.



COMMONWEALTH of VIRGINIA

Scott Reiner, M.S.
Executive Director

OFFICE OF CHILDREN'S SERVICES *Administering the Children's Services Act*

ADMINISTRATIVE MEMORANDUM #18-11

TO: CPMT Chairs
CSA Coordinators
CSA Fiscal Agents
CSA Report Preparers

FROM: Scott Reiner, Executive Director *SR*
Maris Adcock, Business Manager *MA*

DATE: November 5, 2018

SUBJECT: Refunds to the CSA State Pool

Local submissions for reimbursement of CSA State Pool expenditures should reflect refunds that localities receive as applied to those expenditures. The most common types of refunds include collections for child support through the Division of Child Support Enforcement (DCSE), parental co-payments, refunds from vendors for overpayments, payments made on behalf of a child (e.g., SSA, SSI), and credits to CSA from Title IV-E expenditures.

In FY2018, a total of \$10.5 million was refunded to the CSA State Pool. For those localities who are faithfully and completely reporting these refunds, thank you. A small number of localities reported no refunds during FY2018 and an additional number of localities reported small amounts.

This memo is to remind localities of their obligation to report refunds on CSA Pool Fund expenditures on the LEDRS filings. OCS auditors will be reviewing this data during their scheduled audits beginning this year.

If you have any questions about your locality's historic reporting of refunds, please contact Maris Adcock at (804) 662-7451 or by email at maris.adcock@csa.virginia.gov.

Thank you for your cooperation.