

FREDERICK COUNTY CPMT AGENDA

December 16, 2024

1:00 PM

107 N Kent St

Winchester, VA

1st Floor Conference Room

- I. Call to Order
- II. Adoption of Agenda
- III. Consent Agenda
 - A. Approval of Minutes
 - 1. October
 - 2. November
 - B. Budget Request Forms
- IV. Executive Session
 - A. Provider Appeal
 - B. Parental Appeal
- V. Agency Announcements
 - A. Updates from Members
- VI. CSA Office Updates
 - A. FAPT/CPMT Vacancy Updates
 - B. November Financial Statement
- VII. Old Business
 - A. CSA Eligibility Discussion (with OCS Representation?)
 - B. Strategic Planning Retreat Scheduling
 - C. Policy/Procedure Manual Review Committees
 - D. Vendor Contracts
 - 1. Use of Non-Contract Providers
 - 2. OCS Standard Model Contract
- VIII. New Business
 - A. Virginia Legislation and Policy Updates
 - 1. CSA Policy Manual 2.1.3- Individual Participation in SEC meeting by Electronic Means- Revision
 - 2. CSA Policy Manual 4.3- Carve Out of Allocation- Repeal
 - 3. CSA Policy Manual 4.4.2- Medicaid Funded Services- Repeal
 - 4. CSA Policy Manual 4.5.3- Administrative Funds- Revision
- IX. Informational Items
 - A. SEC Notes
- X. Upcoming Meetings
 - CPMT- January 27, 2025, 1:00-3:00pm, 1st Floor Conference Room
 - Future Meeting Changes- 3rd Monday- 5/19/25 (Memorial Day 5/26/25)
- XI. Adjourn

**Instructions for Closed Session:

- Motion to convene in Executive Session pursuant to 2.2-3711(A)(4) and (16), 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-
- Certification 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: October 28, 2024

The Community Policy and Management Team (CPMT) met in the 1st Floor Conference Room at 107 N Kent St, Winchester, VA 22601, on October 28, 2024, at 1:00 pm.

The following members were present:

- Leea Shirley, Lord Fairfax Health District
- Tamara Green, Frederick County Department of Social Services
- Denise Acker, Northwestern Community Services Board
- Jay Tibbs, Frederick County Administration

The following members were not present:

- David Alley, Private Provider Representative, Grafton Integrated Health Network
- Jerry Stollings, 26th District Juvenile Court Service Unit
- Shamika McDonald, Frederick County Public Schools

The following non-members were present:

- Jacquelynn Jury, CSA Coordinator
- Katherine Webster, UR/CQI Specialist
- Sarah Makomva, CSA Account Specialist

Call to Order: Jay Tibbs called the meeting to order at 1:01 pm.

I. Introductions

II. Adoption of Agenda

A. Tamara Green made a motion to adopt the October agenda; Denise Acker seconded. CPMT approved.

III. Consent Agenda- The following items were included in the Consent Agenda for CPMT's approval:

A. September 23, 2024 - CPMT Minutes. Tamara Green made a motion to approve the September minutes; Leea Shirley seconded. Denise Acker abstained. CPMT approved.

B. Budget Request Forms were moved to Executive Session by request.

IV. Executive Session

A. Adoption to Convene to Executive Session- Leea Shirley made a motion to go into Closed Executive Session to discuss cases confidential by law as permitted by Section §2.2-3711 (A) (4) and (16), and in accordance with the provisions of 2.2-5210 of the Code of Virginia. Tamara Green seconded. CPMT approved.

B. Adoption of Motion to Come Out of Executive Session- Denise Acker made a motion to come out of Closed Session and reconvene in Open Session, Leea Shirley seconded; CPMT approved.

C. Roll Call Certification of Executive Session- Certify to the best of each Frederick County 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.

- Tamara Green Aye
- Jay Tibbs Aye
- Denise Acker Aye
- Leea Shirley Aye

D. Adoption of Motion to Approve Items Discussed in Executive Session

1. Denise Acker made a motion to approve funding for the case as discussed in the executive session with CSA funding as the primary source and local funds, if necessary, as the secondary. Leea Shirley seconded; CPMT approved.

2. Budget Request Forms- Confidential Under HIPAA. Leea Shirley made a motion to approve the Budget Request Forms with corrections as noted in executive session; Denise Acker seconded. CPMT approved.

V. Committee Member Announcements - None

VI. CSA Office Business

A. 13th Annual Community Commitment for Change Conference- The CSA Coordinator invited CPMT members to attend the 13th Annual Community Commitment for Change conference on Friday, November 8, 2024.

B. CSA Committee Vacancy Updates- The CSA Coordinator announced the parent representative positions for CPMT and FAPT are still vacant, and no interest has been expressed at this time. This position is for any parent who lives within county lines, however preference given for parents who have gone through the CSA process.

C. FY25 Financial Statement

- a) Total Net Expenditures as of September 2024- \$437,516.77 or 9% of the allocation. Approximately 4.8 million dollars were allocated for FY25.
- b) State allocation of non-mandated/protected funds is \$34,011.00.
- c) Wrap Allocation is \$239,535.00.
- d) Youth Served as of September 2024 is 74
 - (1) 46 in Community Based Services
 - (2) 14 in TFC
 - (3) 14 in Congregate Care
 - (4) 12 in Private Day School

Old Business

A. CSA Eligibility- The CSA Coordinator received clarification from OSC that the previous case discussed during the September CPMT meeting would meet CSA Eligibility Criteria due to it being referred to NWCSB first. Since NWCSB did not have the capacity to serve the youth, it was then referred to a private agency. Denise Acker asked that OSC Staff be a part of the next CPMT meeting to clarify the state policy regarding eligibility.

New Business

- A. Strategic Planning – The CSA Coordinator informed CPMT this must be completed by June 30, 2025. CPMT would prefer to do an all-day retreat to complete this task. The CSA Coordinator will send out a doodle poll to try to schedule a retreat in February 2025.
 - B. Policy / Procedure Manual Review – The CSA Coordinator informed CPMT a full review of the Policy and Procedure Manual must be completed by June 30, 2025 and suggested staff from each agency, including frontline staff, be included in the review. CPMT agreed that separate committees would be beneficial in reviewing the document. CPMT requested that the CSA Coordinator email them for staff they would like on the review committee.
- VII. Informational Items- None
- VIII. Assigned Tasks
- Jacquelynn Jury will invite OCS to the next CPMT Meeting and forward CPMT members the OCS email regarding CSA Eligibility.
 - Jacquelynn Jury will send out a Doodle Poll to collect dates available to plan a retreat for the development of a Strategic Plan.
 - Jacquelynn Jury will email CPMT members to request the names of staff assigned to review the Policy/Procedure Manual.
- IX. Upcoming CPMT Meetings
- November 25, 2024, 1:00-3:00pm, 1st Floor Conference Room
 - December 16, 2024, 1:00-3:00pm, 1st Floor Conference Room
- X. Adjourn at 1:57 pm: Tamara Green made a motion to adjourn the meeting, Leea Shirley seconded. CPMT approved.

Minutes Completed By: Sarah Makomva

CPMT Meeting Minutes: November 25, 2024

The Community Policy and Management Team (CPMT) met in the 1st Floor Conference Room at 107 N Kent St, Winchester, VA 22601, on November 25, 2024, at 1:00 pm.

The following members were present:

- Leea Shirley, Lord Fairfax Health District
- Tamara Green, Frederick County Department of Social Services
- Denise Acker, Northwestern Community Services Board
- Jay Tibbs, Frederick County Administration
- Robert Johnson, Private Provider Representative, Grafton Integrated Health Network
- Jerry Stollings, 26th District Juvenile Court Service Unit
- Shamika McDonald, Frederick County Public Schools

The following non-members were present:

- Jacquelyn Jury, CSA Coordinator
- Sarah Makomva, CSA Account Specialist

Call to Order: Jay Tibbs called the meeting to order at 1:03 pm.

I. Introductions

II. Adoption of Agenda

A. Leea Shirley made a motion to adopt the November agenda. Jerry Stollings seconded; CPMT approved.

III. Consent Agenda- The following items were included in the Consent Agenda for CPMT's approval:

A. October 28, 2024 - CPMT Minutes were moved to the December meeting due to technical difficulties opening the file.

B. Budget Request Forms were moved to Executive Session by request.

IV. Executive Session

A. Adoption to Convene to Executive Session- Leea Shirley made a motion to go into Closed Executive Session to discuss cases confidential by law as permitted by Section §2.2-3711 (A) (4) and (16), and in accordance with the provisions of 2.2-5210 of the Code of Virginia. Shamika McDonald seconded; CPMT approved.

B. Adoption of Motion to Come Out of Executive Session- Denise Acker made a motion to come out of Closed Session and reconvene in Open Session, Leea Shirley seconded; CPMT approved.

C. Roll Call Certification of Executive Session- Certify to the best of each Frederick County 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.

- Tamara Green Aye

- Jay Tibbs Aye
- Denise Acker Aye
- Leea Shirley Aye
- Shamika McDonald Aye
- Robert Johnson Aye
- Jerry Stollings Not Present

D. Adoption of Motion to Approve Items Discussed in Executive Session

1. Leea Shirley made a motion to approve funding for cases as discussed in the executive session. Tamara Green seconded; CPMT approved.
2. Budget Request Forms- Confidential Under HIPAA. Denise Acker made a motion to approve the Budget Request Forms. Robert Johnson seconded; CPMT approved.

V. Committee Member Announcements

- A. Leea Shirley announced the Health Department is working with Valley Health to do a Community Needs Assessment. Leea Shirley has flyers available to hang up in localities, if desired.

VI. CSA Office Business

- A. 13th Annual Community Commitment for Change Conference Recap- The CSA Coordinator invited CPMT members to attend the 13th Annual Community Commitment for Change recap meeting on Friday, December 6, 2024, at noon.
- B. CSA Committee Vacancy Updates- The CSA Coordinator announced the parent representative positions for CPMT and FAPT are still vacant, and no interest has been expressed at this time.
- C. CSA Training Announcement- The CSA Coordinator is working with the Assistant Director of Student Support Services to do training regarding systems of care. This meeting is tentatively scheduled for January 3rd, 2025, and should have approximately 85 people from the school system in attendance.
- D. FY25 Financial Statement

- a) Total Net Expenditures as of October 2024- \$765,723.79 or 16% of the allocation.
- b) State allocation of non-mandated/protected funds is \$34,011.00. \$9,196.00 is encumbered.
- c) Wrap Allocation is \$239,535.00. \$33,364.00 is encumbered.
- d) Youth Served as of October 2024 is 85
 - (1) 57 in Community Based Services
 - (2) 14 in TFC
 - (3) 14 in Congregate Care
 - (4) 13 in Private Day School

Old Business

- A. CSA Eligibility Discussion- The CSA Coordinator was notified that OCS Staff will not be able to attend this CPMT meeting due to illness. Denise Acker asked that OCS Staff be a part of the next CPMT meeting to clarify the state policy regarding eligibility.

B. Strategic Planning Retreat Scheduling– The CSA Coordinator contacted potential individuals who could facilitate the retreat and will send out a doodle poll before the next CPMT Meeting to try to schedule it in February 2025.

C. Policy / Procedure Manual Review Committees– The CSA Coordinator will re-send email to CPMT members to collect the names of staff they would like on the review committee.

New Business

- A. New DJJ Procedure - Jerry Stollings shared a new DJJ requirement that youth in residential placements must transfer their case to that locality for probation supervision. However, if involved, CSA would not transfer the case per current policy. He stated this might cause confusion for our locality. CSU directors have a statewide meeting next week and he hopes to discuss it further at that time for clarification.
- B. Contracts- Tamara Green wanted to discuss the barriers DSS is having with certain contracts not being completed with the CSA office. The CSA Coordinator discussed challenges receiving contracts back from some vendors. CPMT discussed different scenarios of how to make this process smoother. The CSA Coordinator will reach out to the county attorney to see if the current contract can be amended. CPMT also asked the CSA Coordinator to provide copies of the FC and OCS sample contracts for comparison at the December meeting.
- C. Policy Updates- Tamara Green requested policy changes/updates made by CPMT be shared from the CSA office to case managers as well as the FAPT team. The CSA Coordinator agreed that the CSA office can be the point of contact going forward. The CSA Coordinator believed this information was being shared by agency directors previously. The CSA Coordinator walked CPMT through the CSA case manager portal and showed them where to find the policy changes in the manual. The manual is currently not up to date and the CSA Coordinator will update the manual by the end of this year.
- D. CPMT Private Provider Representation Nomination- Leea Shirley made a motion to recommend Robert Johnson as CPMT Private Provider Representative to the Board of Supervisors. Jerry Stollings seconded, CPMT approved.

VII. Informational Items

- 2024 CSA Utilization Summary- The CSA Coordinator provided this document to CPMT for information purposes.

VIII. Upcoming CPMT Meetings

- December 16, 2024, 1:00-3:00pm, 1st Floor Conference Room

IX. Adjourn at 2:56 pm: Jerry Stollings made a motion to adjourn the meeting, Leea Shirley seconded. CPMT approved.

Minutes Completed By: Sarah Makomva



Frederick County CSA Financial Report

November 2024

Expenditures

Total Net Expenditures: 24%
\$1,163,628.17

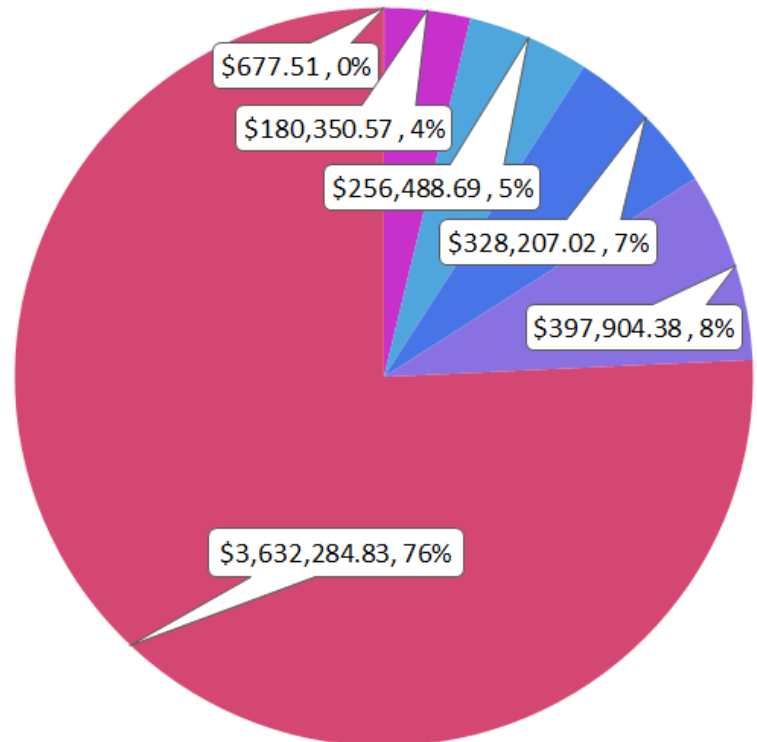
Protected

Total State Match: \$34,011.00
Encumbered: \$9,196.00

SpEd Wrap

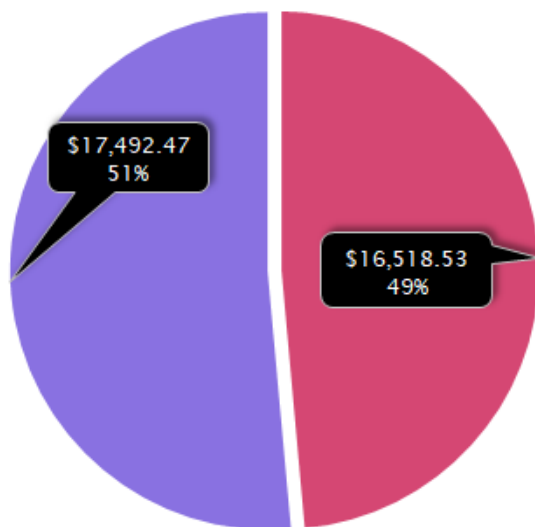
Total Allocation: \$239,535.00
Encumbered: \$40,848.00

Monthly Expenditure



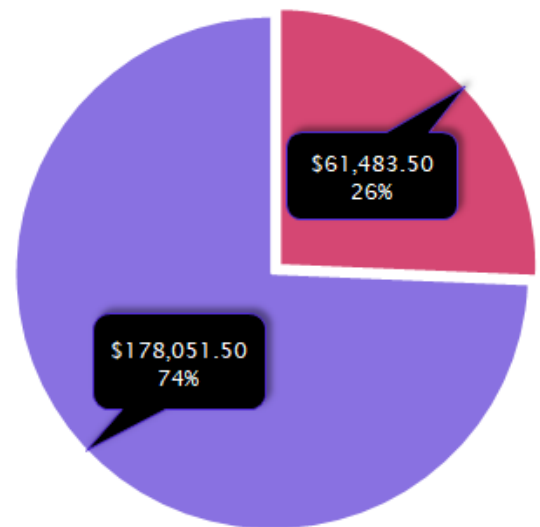
Protected Funds

State Match Only



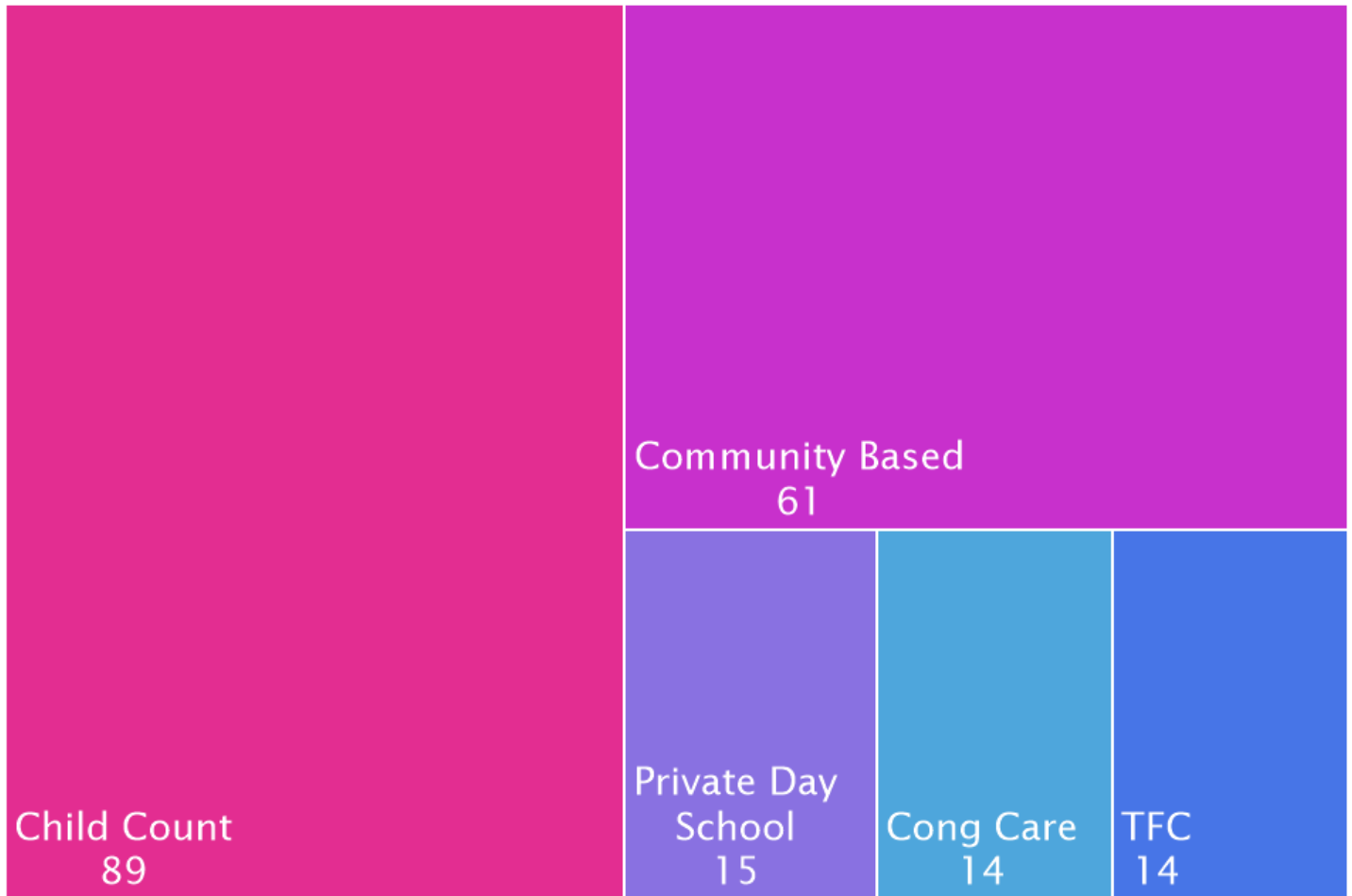
■ Used ■ Remaining

SpEd Wrap



■ Used ■ Remaining

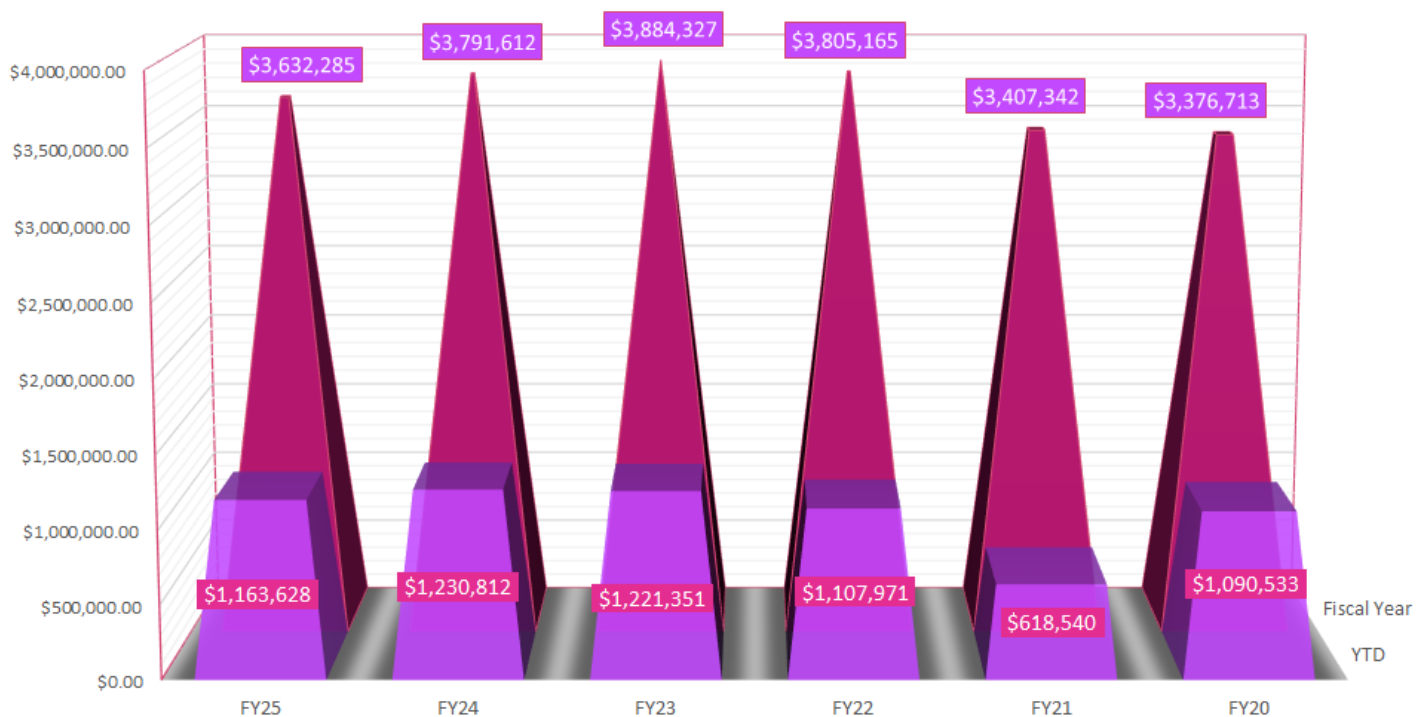
Service Placement Type



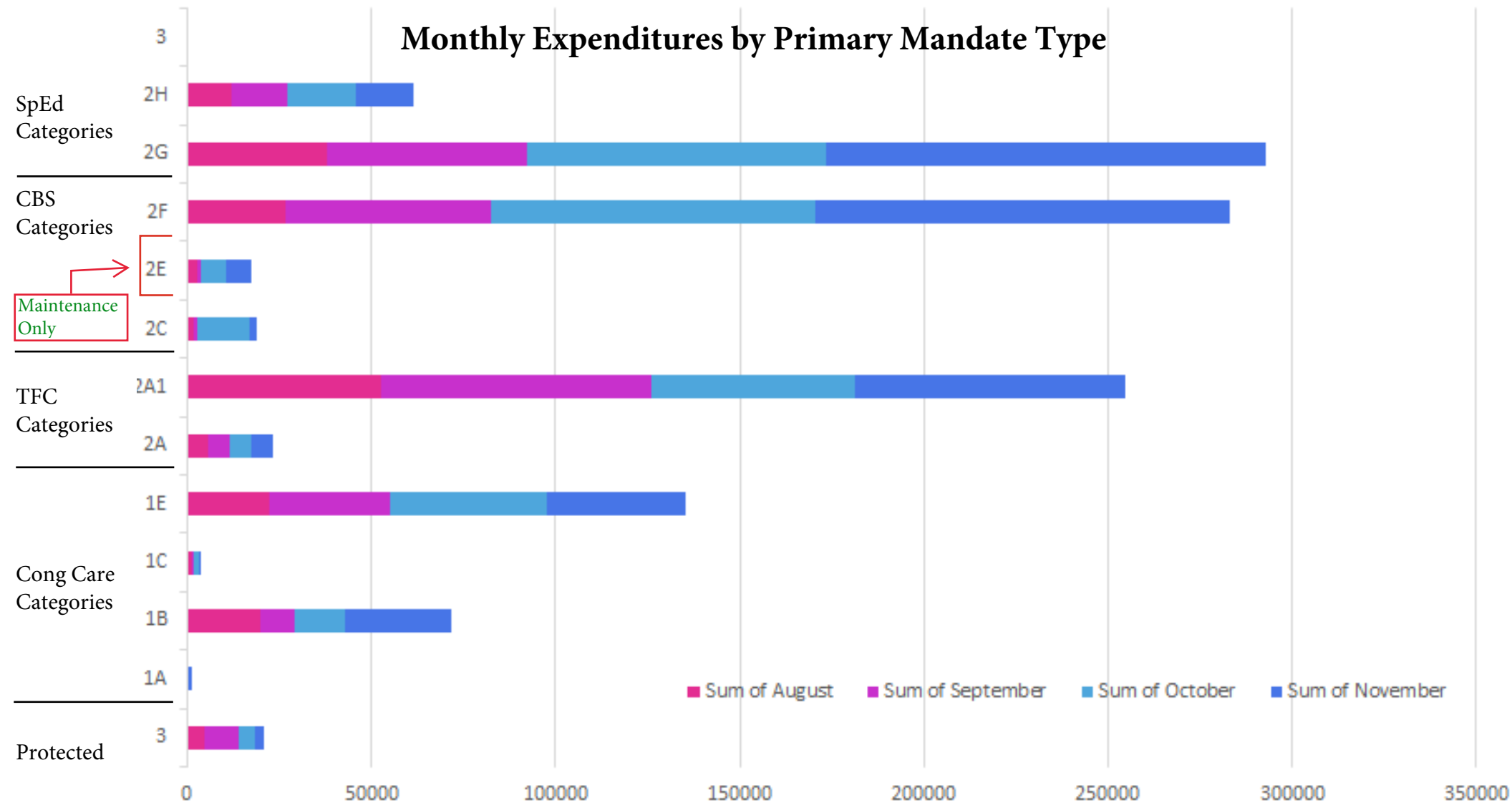
Unduplicated: Child Count, Congregate Care, Therapeutic Foster Care, Community Based Services

*Possible duplication of Private Day School students with youth in Congregate Care

Expenditure Trends



Monthly Expenditures by Primary Mandate Type



Primary Mandate Types (PMT):

1A- IV-E Congregate Care

1B- Non IV-E Congregate Care

1C- Parental Agreement Congregate Care

*PMTs 1A-1C do not include Education

1E- Residential Education

*Includes all services for RTC IEP and Education only for all other RTC placements

2A- IV-E Treatment Foster Home

2A1- Non IV-E Treatment Foster Home

2A2- Parental Agreement Treatment Foster Home

2C- IV-E Community Based Services

*Only for youth placed in CFW Foster Homes

2E- Maintenance and Other Services

*Only Basic Maintenance and Daycare for youth in Foster Care

2F- Non IV-E Community Based Services

*Includes Daycare for youth not in Foster Care or IV-E CBS for youth placed in TFC or Cong Care

2G- Private Day School

2H- Special Education Wrap Around Services

3- Protected Funds

*NonMandated

Proposed Standard Contract

Principal Agreement

Introduction

This Principal Agreement (“Contract”) is intended to address and contain all of the terms, parameters, guidelines, and expectations that must be met by any provider of services to any and all children under the care and responsibility of (agency name). In order for this Contract to be valid and enforceable, it must be signed by (agency authorized representative), and the Provider.

This Contract is effective as of this ___ day of (month/year), between the (“**the Buyer**”) and (“**the Provider**”), and shall expire at the close of business on ___ day of (month/year).

This is a term agreement for requirements and does not involve a definite financial obligation on the part of the Buyer, although the Buyer shall use this contract for the limitation of procurement of services as seen fit and or specified.

This Contract may be terminated by either party with thirty (30) days written notice.

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 (locality). 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. **Purchase of Services Order.**

- A. ***Requirement for PSO.*** A Purchase of Services Order (PSO) shall be issued for any and all discrete services that are to be provided by the Provider to any child under the supervision or authority of the Buyer. No services shall be administered to a child under the supervision or authority of the Buyer without a PSO authorizing such discrete services signed by the (agency representative) and the Provider.
- B. ***Contents of PSO.*** The PSO shall define the terms of purchase and service delivery to a specific child. The PSO shall include the proposed objectives, the term of service, and the type of services to be rendered to the child. The child's Individual Family Services Plan (IFSP) shall be considered by the Provider and the Buyer in determining the proposed objectives, the term of service and the types of services to be rendered to the child.
- C. ***Charges under PSO.*** The Provider agrees to charge the Buyer for only those services described in the PSO and in accordance with the Billing provisions of Section ten (10) of this Contract. The provider agrees to invoice for allowable, reasonable, and necessary service costs in accordance with the categories applicable to Title IV-E, Medicaid and other identified alternative funding source as directed by the buyer.
- D. ***Adjustment or Termination of PSO by Buyer.*** The Buyer may adjust or terminate the PSO at any time as a result of changes in the child's eligibility for or progress with services or if the Buyer deems it to be in the child's best interest to terminate the PSO. In the event that the Buyer becomes unable to honor any or all approved PSOs for causes beyond the Buyer's reasonable control, including, but not limited to, failure to receive promised funds from federal, state, or local government sources or donor default in providing matching funds, the Buyer may terminate or modify

any or all PSOs issued pursuant to this Contract as necessary to avoid delivery of services for which the Buyer cannot make payment. The Buyer shall notify the Provider immediately as soon as it becomes aware of such a cause for termination.

- E. ***Termination of PSO by Provider.*** The Provider may only terminate a PSO prior to its expiration in the event of the child subject of the PSO committing an infraction considered a Serious Incident as defined in Section fourteen (14) of this Contract and the Provider having followed the notice requirements stated therein. In the event of termination of a PSO, all reasonable efforts will be made to give the Buyer ____ days written notice prior to termination of services to the child. Such written notice shall include the specific reason(s) for terminating services to the child.
5. **Employee Background Checks:** Employees providing services to or having contact with a client placed by (provider) must be checked through a child protective service registry in the state where 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 has moved from another state and has worked with children within one year of his or her employment this state must also be checked. If the Provider is notified that any of its employees are named in a child protective service registry, then this information will be made available by the Provider to the Buyer with thirty (30) days of receipt of such notice. The provider will be in compliance with all Federal and State laws, regulations and licensure requirements relating to the conducting of criminal checks of its employees.
6. **Licensure:** The Provider represents and warrants that it (1) duly holds all necessary licenses required by local, State, federal laws and regulations and (2) will furnish satisfactory proof of such licensure to the Buyer's representative within ten (10) days after the execution of the Agreement. The Provider covenants that it will maintain its required licensed status with the appropriate governmental authorities and will notify the Buyer within (____) days of the issuance of any provisional license. 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 the Buyer to pay the Provider's invoices. (Local CPMT policies regarding removal or payment for services for any program placed on a provisional license may be inserted here).
7. **Service Quality.** The Provider shall provide services at or above the quality standard in the industry at which the service is provided. The description or evaluation written in the Office of Comprehensive Services (OCS) Service Fee

Directory of the Profile of Services and Prices shall set forth the minimum level of service acceptable.

The Provider shall permit representatives of the Buyer to conduct program and facility reviews to assess service quality and compliance with the Individual Family Service Plan of any child under the supervision or authority of the Buyer. Such reviews shall include, but are not limited to, meetings with consumers, review of services records, review of service policy and procedural issuance, review of staffing ratios and job descriptions, review of financial records pertaining to any child under the supervision and authority of the Buyer, and meeting with any staff directly or indirectly involved in the provision of services to any child under the supervision or authority of the Buyer. Such reviews may occur as deemed necessary by the Buyer and may be unannounced.

- 8. Service Rates.** The rates for services provided to a specific child by the Provider shall be set forth in the PSO for the child. The Provider may not increase the rate for any service described in a PSO during the term of the PSO unless the PSO provides for an automatic rate increase option, in which case the rate may only be increased in the initial month of the Buyer's fiscal year and must be agreed to in writing by the Buyer. 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.

The Provider shall provide to the Buyer written notice of any planned rate increase (# days) prior to the initial month of the Buyer's next fiscal year. Such written notice shall contain the justification for the increase and shall be submitted in triplicate to the Buyer's Comprehensive Services Act Manager.

- 9. Medicaid.** The Provider shall file for Medicaid reimbursement for any Medicaid eligible services provided by the Provider to any Medicaid eligible child under the supervision or authority of the Buyer. The Provider shall be responsible for adhering to all Medicaid requirements, both service and fiscal. Any costs associated with improper management of Medicaid cases on the part of the provider shall be the sole responsibility of the Provider. The Provider shall provide the Buyer with documentation specifying the status of initial Medicaid approval within twenty-four (24) hours (one working day) of receipt of such by the Provider. All other documentation specific to Medicaid received by the Provider shall be provided in writing to the Buyer within forty-eight (48) hours (two working days) by the Provider. The Buyer shall not be responsible for payment of Medicaid eligible services that are denied by Medicaid for reasons attributable to fault of the Provider. (Local language can be added here to address appeals of Medicaid denials for services.)

OR

The Buyer shall 1) supply the Provider with the child's Medicaid number, if applicable; 2) include a Certificate of Need from FAPT within 30 days prior to

placement that indicates necessity of placement for residential treatment or a signed FAPT Assessment indicating medical necessity for treatment foster care placements within 10 days of admission to the program; 3) provide a complete copy of the DSM-IV diagnosis; 4) provide a completed CANS Assessment dated no more than 90 days prior to placement and every 90 days thereafter. Updated CANS Assessments should be given to the Provider in a timely manner for inclusion in the "Continued State Review" forms to DMAS prior to the expiration of the authorization period; and 5) provide a signed Reimbursement Rate Certificate for each child eligible for Medicaid reimbursement.

For Residential services Level A & B Community-based Residential Services: The Buyer shall submit to the Provider, within 10 days of admission to the program; 1) A Certificate of Need from FAPT within 30 days prior to the placement that indicates necessity of placement for residential treatment; 2) a CANS assessment completed within 30 days of admission to the program and every 90 days thereafter. Updated CANS should be given to the Provider in a timely manner for inclusion in the "Continued State Review" forms to DMAS prior to the expiration of the authorization period; and 3) a complete copy of the DSM-IV diagnosis.

For Residential services Level C: The Buyer shall submit to the Provider no more than 24 hours after admission to the program; 1) A Certificate of Need from FAPT completed within 30 days prior to placement that indicates necessity of placement for residential treatment; 2) a completed CANS dated within 90 days of placement and every 90 days thereafter. Updated CANS should be given to the Provider in a timely manner for inclusion in the "Continued State Review" forms to DMAS prior to the expiration of the authorization period; 3) a complete copy of the DSM-IV diagnosis; and 4) a signed Reimbursement Rate Certificate for each child eligible for Medicaid reimbursement.

10. **Billing.** The Provider shall bill the Buyer each month for all services rendered to a child pursuant to a PSO. The Provider shall bill the Buyer for any and all services provided within thirty (30) days of the date on which the service was provided. The Buyer agrees to mail payment for all correct invoices within forty-five (45) days of receipt of the invoice. In no case, shall the Buyer be obligated to pay for services rendered to a child when the Provider fails to submit an invoice to the Buyer for such services within forty-five (45) days of the date of the service.

The Provider's invoice shall list: the applicable services provided by funding source category as directed by the Buyer and shall specify the name of the child to whom each service was provided and the date of service. The amount billed for services shall be the amount agreed upon in the PSO authorizing services to the child to whom the service was provided. The Provider agrees to bill and the Buyer agrees to pay for only those services authorized by the PSO for a specific child.

The Provider shall bill the Buyer for the actual increments of service provided to the child as agreed upon by the buyer and the provider

In the event of an absence of a non-residential child for a previously scheduled service, the Buyer agrees to pay to the Provider the service rate agreed to in the PSO for the child for up to _____ such occurrences per Buyer's fiscal year.

The Buyer shall return incorrect invoices without payment to the Provider for correction within forty-five (45) days of receipt of the invoice.

Within fifteen (15) days of receipt of the returned invoice, the Provider shall correct any incorrect invoice and re-submit the corrected invoice to the Buyer for payment. If the Provider finds that the invoice is correct, the Provider shall forward a written explanation for the invoice with supporting documents to the Buyer within fifteen (15) days of receipt of the returned invoice. If the Provider's notification and supporting evidence are not received by the Buyer within the fifteen (15) day limit, then the Buyer shall not be obligated to make payment upon any disputed portion of the invoice. The Provider shall immediately notify the Buyer of any overpayment for services by the Buyer.

By signing this agreement, the Buyer and the Provider are in agreement that costs for services provided should be billed within thirty (30) days of the date on which the service was provided. The Buyer agrees to mail payment for all correct invoices within forty-five (45) days of receipt of the invoice.

11. Accounting and Record Keeping. The Provider shall maintain an accounting system and supporting records adequate to assure that claims for funds are in accordance with applicable state, federal and appropriate accrediting agency requirements. Such supporting records shall reflect all direct and indirect costs of any nature expended in the performance of this Contract and all income from any source. The Provider shall also collect and maintain fiscal and statistical data pursuant to the servicing of this Contract and any PSO for a child under the supervision or authority of the Buyer on forms designated by the Buyer.

The Provider agrees to retain all books, records, and other documents relative to this Contract and any PSO for a child under the supervision or authority of the Buyer for five (5) years after any final payment pursuant to this Contract and any PSO for a child under the supervision or authority of the Buyer or as long as necessary for purposes of any unresolved state or federal audit. The Buyer, its authorized agents, and state or federal auditors shall have full access to and the right to examine any of said materials during an audit.

12. Confidentiality. Any information obtained by the Provider pursuant to this Contract concerning applicants, a child under the supervision or authority of the Buyer, or such child's family members shall be treated as confidential. Use or disclosure of such information by the Provider shall be limited to purposes

directly connected with the Provider's responsibility for services under this Contract. Both parties further agree that this information shall be safeguarded in accordance with the provisions of the Code of Virginia, as amended, and any other relevant provisions of state or federal laws.

13. **Reports:** Unless otherwise stipulated, the Provider shall submit to the Buyer written suggestions for the IEP or IFSP (also known as Treatment Plan, Plan of Care or Service Plan), as the case may be, within thirty (30) calendar days of the initiation of services to the child/youth. The IEP/IFSP shall include at least the following information: type(s) and number(s) of disabilities, mental health and mental retardation diagnoses, or delinquent behaviors for 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. Progress reports shall include progress or lack of progress of child on long and short term goals, services rendered by the provider, client's response to the services, any changes to goals or interventions and reasons thereof, any anticipated change to expected goals, interventions or outcomes, medications administered (if any), and any significant incidents affecting the child. If the Provider fails to provide any written treatment plan, progress report, or termination report in a timely manner, the Buyer may withhold payment of the Provider's invoices until such plan or report is received.

The Provider shall provide the case manager with a copy of any reports of annual physical and dental examinations and psychological or psychiatric examinations of the child/youth conducted while under the care of the Provider.

If requested by the Buyer, the Provider shall provide a monthly utilization report for each child. The Provider shall submit the monthly utilization report within five (5) days after the end of each calendar month.

Upon two weeks notice of a meeting of the FAPT for a child, the Provider shall ensure that a representative with personal knowledge of the progress of the child and authority to bind the Provider attends and participates in such meeting

14. **Serious Incident Reporting:** The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which is related to youth placed by the Buyer. A serious incident includes, among others, abuse or neglect; criminal behavior; death; emergency treatment; facility related issues, such as fires, flood, destruction of property; food borne diseases; physical assault/other serious acts of aggression; sexual misconduct/assault; substance abuse; serious illnesses, (such as tuberculosis or meningitis), serious injury (accidental or otherwise); suicide attempt; unexplained absences; or other incidents which jeopardize the health, safety, or well being of the youth.

Within 24 hours of a serious incident, or by the next business day, the Provider shall report the incident by speaking to or leaving a message for the case manager

of the placing agency of each youth involved. Within 48 hours of the serious incident, the Provider shall complete and submit to the case manager of the placing agency for each youth involved a written report.

The written report of the serious incident shall provide a factual, concise account of the incident and include:

Name of facility/provider; 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; names/agencies notified (family, legal guardian, child protective services, medical facility, police); recommendation for follow-up and/or resolution of incident; signature of person completing report; and facility/provider director's (or designee) signature and date.

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.

In the event the case manager of the placing agency determines that a serious incident has occurred, the 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.

15. **Transportation to Court.** The Provider agrees to transport a child in the care of the Provider to all scheduled court hearings and to ensure the child's timely arrival at such hearings unless exigent circumstances exist that prevent the Provider from providing such transportation. The Buyer agrees to provide the Provider with notice of a scheduled court date at least _____ business days prior to such date. The Provider agrees to notify the Buyer at least _____ business days prior to a scheduled court date of any inability on the Provider's part to transport a child to a scheduled court hearing.

The Provider further agrees that a shortage of staff does not constitute exigent circumstances for purposes of this Contract. The Provider agrees to bill the Buyer for costs of transportation in accordance with the Billing provisions agreed to in this Contract.

16. **Grievances.** In the event that a child under the supervision or authority of the Buyer 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.

17. **Subcontracts.** The Provider shall not enter into any subcontract for any of the services approved under this Contract without obtaining the prior written approval of the Buyer. Subcontractors shall be subject to all of the provisions, requirements, and conditions of this Contract and any PSO signed pursuant to this Contract. The Provider shall be solely responsible for the performance of any of its subcontractors.
18. **Not Employees.** The Provider's performance under this Contract is as an independent contractor, and neither the Provider nor its employees, assignees or subcontractors shall be deemed employees of the Buyer while performing under this Contract.
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 the Buyer as an additional insured, and shall furnish the Buyer with a certificate of insurance prior to commencing work upon any PSO 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 ninety days written notice to the Buyer. 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 \$1,000,000.00 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 employers 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 \$100,000 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 the Buyer, its officer, employees, agents, volunteers and representatives.
 - D. Automobile liability insurance shall be at least \$1,000,000.00 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 \$2,000,000.00.

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 and the minimum amounts as listed above. 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. **Indemnity.** The Provider shall indemnify, defend and hold harmless (agency) its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses including court costs and reasonable attorneys' fees arising from any material default or breach by the Provider of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Provider, its officers, agents employees and subcontractors.
21. **Force Majeure.** Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to acts of God, flood, severe weather, fire, epidemic, strikes, the public enemy, legal acts of public authorities or delays or defaults of public carriers, which cannot reasonably be forecast or provided against.
22. **Miscellaneous.**
- A. **Additional Provisions.** Any document referred to in this Contract but not attached hereto is hereby incorporated in this Contract by reference
 - B. **Merger.** This Contract, including all documents incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the Provider and the Buyer regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the Provider and the Buyer regarding this Contract's subject matter shall be of any effect.
 - C. **Modification.** This Contract shall not be amended, modified, or otherwise changed except by the written consent of the Provider and the Buyer given in the same manner and form as the original signing of this Contract.
 - D. **Order of Precedence.** Where there exists any inconsistency between the provisions of this Contract and the provisions other documents that have been incorporated into this Contract by reference or otherwise, the provisions of this Contract shall control.

Signatures:

<hr/> Name and Title	<hr/> Provider	<hr/> Date
<hr/> Name and Title	<hr/> Buyer	<hr/> Date
<hr/> Name and Title	<hr/> Buyer	<hr/> Date

**Frederick County, VA Children's Services Act
COMMUNITY POLICY & MANAGEMENT TEAM
FY25 AGREEMENT FOR PURCHASE OF SERVICES**

This Agreement is entered into by and between

Frederick County Community Policy and Management Team (CPMT)
107 N Kent Street
Winchester, VA 22601

hereinafter referred to as the "Buyer", and

hereinafter referred to as the "Provider"

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 through §2.2-5214](#) of the Code of Virginia

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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement, 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 Agreement 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 Agreement 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 Agreement 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 Agreement did not contain the particular part, term or provision held to be invalid.
- D. *Captions.* This Agreement 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 Agreement.
- E. *Contract Construal.* Neither the form of this Agreement, 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 and service specific Addenda is inconsistent with the placement agreement of the Provider the provisions of the Agreement for Purchase of Services and service specific Addenda will prevail.

5. QUALITY OF CARE/UTILIZATION REVIEW:

- 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 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 ensure 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 instrument (MUAI), currently the Child and Adolescent Needs and Strengths (CANS). 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 ensure 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. Excluding one time only service, service termination/discharge planning will begin at intake, be consistent with IFSP, IEP and other supporting documents, and documented on Provider treatment plans.

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. SERIOUS INCIDENT REPORTING (SIR):

- A. The following procedures shall be adhered to in reporting a serious incident(s), 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, COVID-19, 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; violations of human rights; 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 events immediately before, during and after the incident); names of witnesses; action taken in response to incident (client response to debrief/processing), 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 Katherine.Webster@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 referred 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 referred 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 an 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 UR/CQI Specialist at (540) 546-8032 within 72 hours, and a written report that states the nature of the incident must be submitted within 10 business days to Katherine.Webster@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.

8. 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.

9. 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 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. Any communication, including electronic, regarding individuals receiving services pursuant to this agreement shall be handled in accordance with applicable confidentiality laws requiring adequate

encryption or other acceptable means to protect identifying client information.

- C. 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.

10. 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.

PAYMENT TO SUBCONTRACTORS: In accordance with § 2.2-4354, within seven (7) days after Provider's receipt of amounts paid by the County for work performed by a subcontractor, the Provider shall either: a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor; or b) notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment. The Provider shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item b. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month. The Provider shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor. The Provider's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

11. 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.

12. 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 referred by Buyer 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.

13. 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 <https://www.fema.gov/emergency-managers/national-preparedness/continuity/toolkit>.
14. 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 (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability, or genetic information, 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.
15. DRUG FREE WORKPLACE: In accordance with the Code of Virginia § 2.2-4312, during the performance of this agreement, the Provider agrees to (i) provide a drug-free workplace for the Provider's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Provider's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Provider that the Provider maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or Purchase Order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Provider in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.

16. **RATES:** In accordance with COV §2.2-5214, the Provider is required to have all services and rate information entered and up-to-date in the CSA 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 CSA Service Fee Directory will result in non-payment to the Provider. The Provider attests that the rates for the services described in this Agreement are not more than those set forth in the CSA Service Fee Directory, . The Provider will not charge or accept from the Buyer compensation for services which is more than the Provider charges other public governmental buyers for contracted services. 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 and allowable on the Rate Sheet attached to this Agreement and approved by CPMT. The Provider shall not bill for services not listed on the rate sheet. 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. Rate increases shall only be made by approval of CPMT and at contract renewal to begin July 1 of the new fiscal year or as directed by state or federal regulation. 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. **HOLD HARMLESS AND INDEMNIFICATION:** The Provider shall defend, indemnify and hold the County, and County's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, reasonable attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the Provider, its employees, agents, and volunteers, or incurred by or claimed against the County, County's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the Provider. This indemnification and hold harmless includes, but is not limited to, any financial or other loss, any adverse regulatory, agency or administrative sanctions or civil penalties incurred by the County due to the negligent, fraudulent or criminal acts of the Provider or any of the Provider's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the Provider. Unless otherwise provided by law, the Provider indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Provider under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

The Provider agrees to defend and save the County, its agents, officials, volunteers and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, goods and/or services or appliances furnished or used in the performance of the contract, or which the Provider is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.

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 Agreement the insurance policies listed and required herein. Any required insurance policies must be effective prior to the provision of any services or performance by the Provider under this agreement 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 Agreement. The minimum limits of liability for this coverage shall be \$1,000,000 combined single limits with a \$2,000,000 aggregate. The insurer must list the FREDERICK COUNTY CPMT as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.
- B. B.Contractual liability broad form insurance shall include the indemnification obligation set forth in this agreement.
- C. C.Workers' Compensation Insurance- The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by a group self insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least \$100,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$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. D.Automobile liability insurance (required for anyone who transports clients) The contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.
- 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/CERTIFICATION/EVIDENCE BASED PRACTICES:**

- A. The Provider represents and warrants that it (i) duly holds all necessary licenses/certifications 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/certifications that expire during the term of this agreement 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 Utilization Review/Continuous Quality Improvement Specialist at (540) 546-8032 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 or individual service, as the case may be.

Misrepresentation of possession of such license/certification 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 licensing agent 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 agreement by the Buyer. The Provider will submit to the Buyer the Corrective Action Plan at the time it is provided to the Commonwealth in accordance with the Virginia Administrative Code [12VAC 35-105-170](#). Failure to do so may be grounds for immediate termination of the agreement by the Buyer.

- B. If the Provider promotes any areas of service specialization or provision of Evidence Based Practices, including but not limited to Certified Sex Offender Treatment Provider (CSOTP), Trauma Focused Cognitive Behavioral Therapy (TF CBT), Eye Movement Desensitization and Reprocessing (EMDR), Multisystemic Therapy (MST), Family Centered Treatment (FCT), etc., the Provider shall furnish a copy of any certifications obtained through such entities authorized to do so. The Provider shall be responsible for completing any requirements to maintain such certification in good standing and/or provide services to fidelity of the model.
 - C. 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 Utilization Review/Continuous Quality Improvement Specialist at (540)546-8032.
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. 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.
23. COPAYMENTS: Families of youth who are receiving services and support through the Frederick County Children's Services Act are encouraged to fully participate in the family engagement process adopted by the Frederick County CPMT. In order to maximize the resources of the community, the CPMT, in accordance with the Code of Virginia §2.2-5206, requires parents and legal guardians to contribute financially to the services provided, according to their ability. If necessary, the Provider agrees to execute the Frederick County Copayment policy where applicable. Such requirements may include a temporary suspension of services or early termination of services due to nonpayment by the assessed individual. Any copayment policy established by the Frederick County CPMT will not result in undue hardship to the Provider.
24. PURCHASE OF SERVICE ORDER:
- A. This Agreement, attached addendum (if any), and 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 emailed 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 any services purchased through alternative funding streams to CSA including, but not limited to those reimbursable under Title IV-E. A check, separate from that issued for payment of CSA services provided by the Provider, shall be issued for the services funded through alternative funding streams.
- 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. If, as a result of an emergency situation as defined by the Buyer, a PO is unable to be completed prior to service initiation, the Provider may request confirmation of funding approval via written and/or electronic authorization from the CSA Office. The Buyer may deny payment for services initiated without written authorization from the CSA Office.
- 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.

25. **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.

26. **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. 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 a 30-day request for termination, the Provider must work with the Buyer or its representative to provide transition from the Provider's services. Failure to provide 30 days' written notice of termination will result in nonpayment of services equal to 30 days minus the actual number of days' notice given.

27. **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 email all invoices to the Frederick County CSA Office at CSAInvoices@fcva.us.
- 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 with hours delivered.

- 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. Failure to return corrected invoices may result in nonpayment of services.
- 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 or IEP, where specifically identified. 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 CSA Coordinator 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 between the 5th and 15th of the month will be processed for the month end check run. Invoices received after the 15th of the month may be delayed until the 1st check run of the following month.
- G. All non-third party covered services including, but not limited to medical and dental 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 those instances, the Provider will follow the reporting requirements set forth in Section 8, Serious Incident Reporting.
- H. 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.
- 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. 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.
- K. CSA will not pay for services rendered during the prior fiscal year (ending June 30) when invoices for such services are received by the CSA office after the deadline provided. Notification of specific deadlines are sent by June 1 via email. If no notification is provided, invoices must be received by

August 15 following the end of the fiscal year.

- L. In no cases shall the CSA office be responsible for payment of services provided outside of funding approval time periods.

28. : PUBLIC/PRIVATE INSURANCE

- A. If the Provider receives Virginia Medicaid payments for services rendered under this Agreement, such payments shall constitute payment in full for those services.
- B. Providers are required to use Virginia Medicaid certified or applicable Third Party Payor for any and all Medicaid/Third Party Payment reimbursable 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 child/youth's MCO website or at: www.dmas.virginia.gov, scroll down and click on Find a Provider.
- C. The website for Provider enrollment is: vamedicaid.dmas.virginia.gov, then click on the tab for New Provider Enrollment. If at any time during the registration process you have questions or issues, please contact the Virginia Medicaid Provider Enrollment Services toll free at 888-829-5373 or email vamedicaidproviderenrollment@gainwelltechnologies.com.
- D. Providers are responsible for locating individuals credentialed with the youth's Medicaid/Third Party Payment plan and meeting the requirements of that plan to obtain reimbursement. Use of *non* Medicaid/Third Party Payment providers for Medicaid/Third Party Payment reimbursable services by Medicaid/Third Party Payment eligible youth requires prior approval from Frederick County CPMT.
- E. Upon initial denial of reimbursement by DMAS/Third Party Payor, the Provider must submit appropriate documentation for appeal. Should DMAS/Third Party Payor uphold the denial upon appeal, a copy of the letter indicating such shall be submitted to the Buyer along with a separate invoice for denied services. At that point the service will be considered for reimbursement by CPMT, inasmuch as all other requirements have been met. FAPT shall review services denied by Medicaid to determine if they appropriately meet the needs of the child/youth and no other comparable Medicaid eligible services exist. The CSA Office will not be responsible for the payment of denied Medicaid/Third Party Payor eligible services without prior CPMT authorization. If authorized by CPMT, a Purchase Order will be generated by the Buyer for those DMAS/Third Party Payor denied services in addition to the Purchase Order already generated for the services not eligible for Medicaid/Third Party Payor reimbursement. Payments denied due to the client no longer meeting medical criteria, unless approval by CPMT was obtained prior to the service being delivered, are not eligible for CSA reimbursement. A Provider's failure to provide authorized Medicaid/Third Party Payor eligible services, to submit required paperwork in a timely manner, to utilize a non Medicaid provider when a Medicaid provider is available, or failure/fault by the Provider to meet Medicaid/Third Party Payor requirements are not eligible for CSA reimbursement.

29. 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. Unless notified in writing by the CSA Office to the contrary, the Provider must submit an appeal with any applicable documentation to justify Medicaid/other insurance coverage. Buyer's case manager will bring the case before the Family Assessment Planning Team (FAPT) to review the IFSP/case service discharge plan and make discharge recommendations to the Provider, Buyer's case manager, and CPMT. If the appeal is upheld, providers will be paid for the stay, provided that the notification requirement to the CSA office and case managers is met and CPMT authorizes funding.

30. 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.

31. **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.

32. **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 affected 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.

33. **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.

34. **NOTICE:** Any notice expressly provided for in this Agreement shall be in writing, shall be given manually, by email to jjury@fcva.us, or by mail or overnight delivery service, and shall be deemed sufficiently given when received by the party to be notified. 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 the on page 1 of this document.

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

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

- A. shall be enforceable and binding upon and inure to the benefit of the parties hereto;
- B. may not be modified or amended except by written agreement signed by the parties; and
- C. 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.

36. PERIOD OF AGREEMENT: The period of this agreement shall be from date of signature through June 30, 2025, with the ability to renew annually by mutual agreement until June 30, 2027. 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 or annual renewal, this Agreement shall be extended on a month-to-month basis. The Provider will continue services at the current rates until agreement is reached. The Buyer will continue to pay for services for the child(ren) & youth at the current rates until agreement is reached. No new services will be initiated 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 Providers to confirm the Buyer wishes to continue the Agreement. Rate changes are allowed only during the renewal period or as stated in Section 16 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.

Business Name

Business Address

Authorized Representative Signature

Authorized Representative Printed Name

Title

Date

CSA Coordinator

Date

**Frederick County, VA Children's Services Act
COMMUNITY POLICY & MANAGEMENT TEAM
FY 25 CONGREGATE CARE SERVICES ADDENDUM**

This Congregate Care Addendum amends, modifies and supplements certain Agreement for Purchase of Services ("Agreement") between

Frederick County Community Policy and Management Team (CPMT)
107 N Kent Street
Winchester, VA 22601

hereinafter referred to as the "Buyer", and

hereinafter referred to as the "Provider".

Where there exists any inconsistency between the Agreement and Congregate Care Addendum the provisions of the Congregate Care Addendum will control.

This Congregate Care Addendum 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.

Included under this Congregate Care Addendum are psychiatric residential treatment facilities (PRTF), therapeutic group homes (TGH) and all other group living settings. Clinical services may not be provided by all providers. Services shall be provided in accordance with established licensing and/or Virginia Medicaid requirements.

1. ROOM & BOARD: As outlined by Federal Title IV-E definitions may include:
 - A. Payment to cover the cost of (and the cost of providing) food, clothing, shelter, daily 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 cost of the clothing itself, laundry and dry cleaning.
 - 4) Daily 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 highchairs 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 damage and harm by the youth to property or another person. This cost is included in the room and board rate for applicable homes. The State's Foster Parent Contingency Fund can be used as available with VDSS approval to reimburse foster parents for damages incurred by a foster care youth. These funds are very limited.
- B. The breakdown for the Maintenance should be in accordance with the [Virginia Department of Social Services Child and Family Services Manual, Section 18.1](#). The Provider will be responsible for maintaining documentation that ensures that these breakdowns are adhered to.
 - C. 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.
 - D. 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.
 - E. In the event the youth leaves the facility with or without authorization, including but not limited to acute hospitalization or elopement, for more than five (5) 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. If it is decided that the youth will not return to the placement prior to the 14th day, authorization shall terminate on the day the determination was made.
 - F. If a youth experiences anything significant such as a change in therapist, case worker or unit the Provider shall notify the Buyer's representative prior to such change but no later than within 48 hours after the change is identified.
 - G. 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 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.
 - H. 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.

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. **CASE MANAGEMENT:** Development, implementation and monitoring of the plan of care, to include ongoing evaluation of its effectiveness, as well as discharge planning.
6. **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 or per Medicaid requirements, 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 or per Medicaid requirements, 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 two (2) times 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. Families of youth admitted for treatment through a CHINS Parental Placement shall participate in weekly family therapy regardless of Medicaid requirements. Sessions should occur in person as much as possible. The Provider shall make in person family therapy available during times convenient to the family.
7. **FAMILY ENGAGEMENT:** Ongoing contact, therapy, and visitation are critical components 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. Especially during the planned transition to a less restrictive setting, on or off campus family visitation or overnight trials shall not

- be withheld based on standard facility level or point systems.
- B. Any reduction or change in visitation must have clinical justification and the approval of the Buyer's case manager prior to the reduction or change.
8. **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.
 9. **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.
 10. **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.
 11. **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.
 12. **ONE-TO-ONE CARE:** One-to-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. One to one care is a VA Medicaid reimbursable service. The Provider shall bill Medicaid, TriCare, as the case may be, or other third party insurer for reimbursement. Youth covered by third party payors that do not include one-to-one services shall be assessed for eligibility by FAPT using VA Medicaid requirements. One-to-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.
 13. **SUBSTANCE ABUSE TREATMENT:** Frederick County has adopted the American Society of Addiction Medicine standards 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.

14. **PROBLEMATIC SEXUAL BEHAVIOR:** Services are provided to assist individuals who have demonstrated problematic sexual behavior. The intervention shall be designed to provide a professional evaluation and treatment by a licensed provider with specialized training and relevant expertise, including the use of evidence based practices. Services shall be provided by a Certified Sex Offender Treatment Provider (CSOTP) or licensed clinician under supervision of an approved CSOTP.
15. **OTHER SPECIALIZED TREATMENT/THERAPY/COUNSELING:** Federal and state child serving agencies have endorsed the use of Evidence Based Practices (EBP) to improve outcomes with youth and families. These EBPs have been systematically reviewed for efficacy and are rated based on specific criteria in four categories: well-supported, supported, promising, and does not currently meet criteria. Providers who offer EBPs shall provide documentation of training and/or certification and must adhere to expectations and requirements of the EBP and those set forth by the Commonwealth of Virginia.
For Medicaid eligible individuals, Providers who are Medicaid credentialed shall bill Medicaid for services not specifically excluded as a Medicaid reimbursable service.
16. **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. Independent 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 and Buyer, along with the youth, will complete a Casey Life Skills Assessment (CLSA) or Daniel Memorial Independent Life Skills Assessment (DMILSA) 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 CLSA or DMILSA must be updated at least annually. The youth may complete the plan on their own or it can be a collaborative effort with the youth and the Provider.
 - 2) The CLSA can be found at <https://www.casey.org/casey-life-skills/>.
 - 3) Once completed the Provider should submit a copy to the Buyer's case manager and CSA UR/CQI Specialist within 10 days.
 - E. A Transition Living Plan must be completed by the Provider within 30 days of the youth turning 14 years old or within 30 days of entering foster care if over 14 years old. VDSS has approved the use of The Chafee Program Transition Plan or FosterClub's Transition Toolkit for this purpose.
 - 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 a family team meeting, treatment meeting, and/or 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 and UR/CQI Specialist 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.
17. **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. Any additional services must be requested through the FAPT/CPMT approval process for authorization of funding. The Provider shall exhaust Medicaid providers for necessary services prior to requesting funding through CSA.
18. **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.
- A. Mentoring shall be provided in the community unless otherwise approved by the case manager and UR/CQI Specialist. Services occurring in an alternative environment than community shall relate to a youth's identified need and be documented in the treatment plan how the alternative environment will benefit the youth. An alternative setting is considered an office, home, etc. as determined by the buyer.
 - B. With prior approval, mentoring can occur in a group format. Separate rates shall apply to group based services. A group is considered more than one (1) individual.
 - C. Mentoring shall not occur in the school setting.
 - D. The Provider shall bill only direct contact hours with the mentee.
 - E. Mentoring shall not be used as transportation, supervision, 1:1 behavioral support, or court required community service hours.
 - F. In all circumstances, the Provider shall abide by reasonable ethical standards and best practices, and maintain the confidentiality of the youth referred by the Buyer.
19. **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.
20. **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.

21. TREATMENT PLANNING:

A. INITIAL ASSESSMENT:

- 1) The Provider shall obtain a recent copy of the Child and Adolescent Needs and Strengths (CANS) completed by the case manager and/or IACCT Assessor. The Provider will utilize the CANS, along with information obtained through consultation with the case manager, UR/CQI Specialist, family, and other relevant parties with knowledge of the individual will complete and submit a written initial assessment within thirty (30) days of service initiation.
- 2) The initial assessment shall include the following:
 - a. Current or Preliminary DSM diagnoses for youth
 - b. Youth strengths and needs, as identified through the CANS and consultation with relevant parties
 - c. Youth functioning in major life domains (e.g., school, home, community, legal)
 - d. Current family structure and functioning, as identified through the CANS and consultation with relevant parties
 - e. Other current treatment/services including medication management
 - f. Summary of service and treatment history
 - g. Behaviors to be addressed - focus of intervention as supported by the CANS

B. INDIVIDUAL PLAN OF CARE:

- 1) The Provider will complete and submit an Individualized Plan of Care based on the initial assessment describing the services to be provided to each youth and the youth's family in alignment with that youth's CANS and Individualized Family Service Plan (IFSP) within thirty (30) days of services being initiated.

C. The Individual Plan of Care 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 treatment plan will reflect the consensus of the youth, family and team.

D. The Individual Plan of Care 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 length of services based on the child's individual needs
- 4) Discharge plan
- 5) Plan signed by provider, Buyer's case manager, youth, youth's family member

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

23. MONTHLY PROGRESS REPORTING:

- A. The Provider will complete and submit a monthly report within ten (10) business days of the end of the reporting period.
- B. Monthly reports shall be submitted to the Buyer's case manager and UR/CQI Specialist. 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 7 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
- D. 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.

24. DISCHARGE/AFTERCARE REPORT:

- A. The Provider will complete and submit a discharge/aftercare report within thirty (30) business days of the discharge/end of service.
- B. Discharge reports shall be submitted to the Buyer's case manager and UR/CQI Specialist. Electronic submission via a secure email transmission is strongly encouraged.
- 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.

25. REIMBURSEMENT FOR SERVICES: 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 FAPT and 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.

26. PROVIDER MEDICAID SERVICES: The CPMT requires all providers whose services meet the Virginia Medicaid standards for a PRTF or TGH as outlined in the Residential Treatment Services Manual to enroll as PRTF or TGH provider. Medicaid application information is available through:

Virginia Medicaid Provider Enrollment Services
 1-888-829-5373 (in state toll-free) 1-804-270-5105 local
 Fax: 1-888-335-8476 or 1-804-270-7027
 Email: vamedicaidproviderenrollment@gainwelltechnologies.com

<http://www.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.

A. The Provider shall be responsible for:

- 1) Ensuring all Medicaid documentation is received prior to admission, including any IACCT documentation. If the youth is admitted prior to the completion of the IACCT, the provider must confirm the submission of IACCT under "Special Considerations" and complete the CON within the timeframes required by Magellan of Virginia for retroactive coverage.
- 2) 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.
- 3) Notifying the Buyer when a youth is authorized for Medicaid reimbursement. Such notice is required through secure email to katherine.webster@fcva.us within two business days after the Provider receives notice from DMAS that the youth is approved or denied.
- 4) Developing the Individualized Service Plan for the youth within thirty (30) days of authorization for Medicaid reimbursement, and reviewing every thirty (30) days.
- 5) Completing and submitting all required initial admission Medicaid documentation, including but not limited to IACCT, IPOC, CIPOC, within required timeframes.
- 6) Completing and submitting all required documentation for Medicaid continued stay authorization, within required timeframes.
- 7) Preparing and implementing DMAS billing.
- 8) 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.
- 9) Billing DMAS for other Medicaid covered services, e.g. therapy, pharmacy.
- 10) Invoicing the CPMT for the non-Medicaid eligible services according to Section 27 of the Agreement for Purchase of Services.
- 11) Notifying the Buyer when the youth is approaching the point of denial for services and/or no longer meets the Medicaid reimbursement criteria and DMAS no longer authorizes payment for the youth, whichever is sooner. Such notice is required by secure email to katherine.webster@fcva.us within two business days after the Provider receives such notice from DMAS.

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. Youth who are placed through IACCT "Special Considerations" require the Provider to complete the CON within specified time frames. Providers should contact the case manager and UR/CQI Specialist at (540)

546-8032 or through secure email at katherine.webster@fcva.us to request the above information.

27. PLACEMENT OUTSIDE OF VIRGINIA

- A. CPMT requests that out of state facilities consider entering into a Single Case Agreement (SCA) with DMAS to accept VA Medicaid reimbursement for VA Medicaid eligible youth. More information can be obtained through the CSA office by contacting the CSA Coordinator, Jackie Jury, at jjury@fcva.us or 540-722-8395.
- B. VA Medicaid offers coverage for emergency treatment outside the Commonwealth of Virginia. In the case of an emergency, the Provider shall transport the youth to the emergency room for treatment and provide the youth's VA Medicaid number for billing.

28. PROVIDER TERMINATION OF PURCHASE OF SERVICE ORDER: The Provider must give thirty (30) calendar days advance written notice to the Buyer or its representative of any request for termination. 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 a 30-day request for termination, the Provider must work with the Buyer or its representative to provide transition from the Provider's services. Failure to provide 30 days' written notice of termination will result in nonpayment of services equal to 30 days minus the actual number of days' notice given.

29. INVOICING:

- A. The Provider will submit invoices in accordance with section 27 of the APOS and this section of this Congregate Care Services Addendum within thirty (30) calendar 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.
- B. The Provider must submit a separate invoice for each youth served that shall include the following information:
 - 1) Provider's legal name, email, and phone number
 - 2) Name of youth under which CPMT authorized services
 - 3) Month service was provided
 - 4) Purchase order number
 - 5) Buyer's case manager's name
 - 6) Services delivered as defined on the rate sheet
 - 7) Contract unit price
 - 8) # of units
 - 9) Dates of service
 - 10) Copy of Monthly Progress Update for month of service being billed
- C. 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 Agreement to be executed by officials hereunto duly authorized.

Business Name

Authorized Representative Signature

Title

CSA Coordinator

Business Address

Authorized Representative Printed Name

Date

Date

**Frederick County, VA Children's Services Act
COMMUNITY POLICY & MANAGEMENT TEAM
FY 25 TREATMENT FOSTER CARE SERVICES ADDENDUM**

This Treatment Foster Care (TFC) Services Addendum amends, modifies and supplements the FY25 Agreement for Purchase of Services ("Agreement"), between

Frederick County Community Policy and Management Team (CPMT)
107 N Kent Street
Winchester, VA 22601

hereinafter referred to as the "Buyer", and

hereinafter referred to as the "Provider".

Where there exists any inconsistency between the Agreement and TFC Services Addendum, the provisions of the TFC Services Addendum shall control.

This TFC Services Addendum reflects those services which the Provider agrees to make available to the Buyer. Terms not otherwise defined herein or on the Rate Sheet shall have the same meanings ascribed to them in the Agreement.

SPECIFIC TERMS AND CONDITIONS

Provider agrees to the following provisions of services:

1. MAINTENANCE:

- A. The Virginia Department of Social Services (VDSS) follows federal Social Security Title IV-E guidelines regarding the payment of Maintenance for children and youth in foster care. The CSA Office is required to adhere to these state and federal guidelines. The Foster Care Guidance Manual Section 18.1.1 defines maintenance as "payments made on behalf of a child in foster care to cover the cost of (and the cost of providing) food, clothing, shelter, daily supervision, school supplies, a child's personal incidentals, liability insurance with respect to a child, and reasonable travel for the child to visit with family or other caretakers and to remain in his or her previous school placement." These costs are embedded in the monthly maintenance payment rate set by the VDSS. Therefore, with the exception of an annual supplemental clothing allowance, the provider will not receive any separate payment for these costs.

- 1) Food: Costs associated with providing food for the youth may include:
 - a. The food itself
 - b. Meal preparation, operation and maintenance of the kitchen facility
- 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
 - 3) Clothing: Costs associated with providing and maintaining the clothing for the youth. These costs may include the costs of the clothing itself, laundry and dry cleaning.
 - 4) Daily supervision (normal supervision duties): Costs associated with normal 24-hour supervision of the youth.
 - 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 foster 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. The State's Foster Parent Contingency Fund can be used as available with VDSS approval to reimburse foster parents for damages incurred by a foster care youth. These funds are very limited.
 - B. The breakdown for the Maintenance should be in accordance with the [Virginia Department of Social Services Child and Family Services Manual, Section 18.1](#). The Provider will be responsible for maintaining documentation that ensures that these breakdowns are adhered to.
 - C. The Provider shall provide each youth with sufficient space, safe board, sanitary conditions, routine clothing, and living expenses.
 - D. The rates for services will be paid for 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.
 - E. Temporary absences up to fourteen (14) consecutive days, authorized or not, may be paid to prevent placement disruption, if the youth returns to the same placement. If it becomes apparent at any point during the 14 days that the youth will not return to the same placement, as determined by the buyer, maintenance payments shall cease. The discharge date will be the day it becomes apparent that the child will not return within established timeframes. Payments, therefore, can be made through the day prior. In any event, the Buyer will discontinue payment as of the 14th day.
 - F. 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 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.
 - G. 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.
 - H. If a youth experiences anything significant such as a change in therapist, case worker or family makeup, the Provider shall notify the Buyer's representative prior to such change but no later than within 48 hours after the change is identified.
2. Enhanced Maintenance: Enhanced Maintenance is available to a child or youth who has a demonstrated need that requires increased supervision and support due to behavioral, emotional, or physical/personal care difficulties. The Virginia Enhanced Maintenance Assessment Tool (VEMAT) is the state required

tool used by local departments of social services (LDSS) for any youth placed in TFC or local Resource homes. This tool assesses the child or youth's behavioral, emotional, and physical/personal care needs to determine if additional funding is necessary to ensure the safety and well-being of the child. The VEMAT provides a score that determines the amount of an Enhanced Maintenance rate. The need for an Enhanced Maintenance payment is also the basis for increased expectations for the Provider agency and the foster parent in meeting the needs of the youth. Completion of the VEMAT must be in accordance with state regulations. VDSS Guidance can be found here: [VDSS Child and Family Services Manual Section 18](#).

TREATMENT FOSTER CARE CASE MANAGEMENT (TFC-CM): TFC-CM is a service defined by the Department of Medical Assistance Services (DMAS) and must be provided in accordance with DMAS and Virginia Medicaid requirements. Specific definitions and requirements can be found in the [VA Medicaid Mental Health Services Provider Manual](#). TFC-CM includes linking children and youth to services necessary to meet his or her needs, and development, coordination, implementation, and monitoring of the plan of care, to include ongoing evaluation of its effectiveness, as well as discharge planning.

3. TFC SUPERVISION AND SUPPORT: Services provided by the Provider not covered under case management related to the Provider's staff costs. These may include but are not limited to:
 - A. Assessing, Recruiting, and Training treatment foster care parents
 - B. Retaining treatment foster care parents
 - C. Making placement arrangements
 - D. Providing respite for youth within the provider's TFC system
 - E. Counseling with youth to prepare for visits with biological family
 - F. Providing support and education for treatment foster care parents regarding management of youth's behavior
 - G. Providing ongoing information and counseling to youth regarding his or her permanency goals
 - H. Providing transportation except as outlined in section 4.C., D., F. and G. above
 - I. If appropriate, preparing youth for adoption by completing activities such as a Life Book
 - J. 24/7 crisis intervention and support for both youth and treatment foster family
 - K. Developing and writing reports for FAPT and approved multidisciplinary team (MDT) meetings
 - L. Attending and presenting at FAPT/MDT meetings and; bringing youth if requested
 - M. Administering treatment foster parent payments
 - N. Identifying adoption placements
 - O. Assessment of adoption placements
 - P. Arranging adoption placements
4. CULTURAL AND LINGUISTIC SERVICES: Any service or program available to the youth and/or their families in their native language and/or any service or program developed using the knowledge of the cultural heritage of the client when possible.
5. INDEPENDENT LIVING SKILLS TRAINING AND SERVICES:
 - A. The Provider and Buyer collaborate to provide or ensure training to youth ages 14 and older to help the youth gain life skills and transition successfully from foster care. Independent 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 and Buyer, along with the youth, collaborate to complete a Casey Life Skills Assessment (CLSA) or Daniel Memorial Independent 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.
 - 1) The Casey Life Skills Assessments must be updated at least annually. 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 <https://www.casey.org/casey-life-skills/>.
 - 3) Once completed the Provider should submit a copy to the Buyer's case manager within 10 days.
7. DETERMINATION OF TFC SERVICE LEVEL: Procedures for determining the TFC Level of Care must be made in accordance with the SEC adopted guidelines. These guidelines can be found in Attachment A and at: [SEC Guidelines for Treatment Foster Care. Additional guidance can be found here: FAQ Treatment Foster Care.](#)
- A. Any request to increase the level of care must occur through the FAPT process and with CPMT funding authorization. The Provider shall submit documentation justifying an increase in the level of care necessary to maintain the youth in the TFC home.
 - B. In all cases FC CPMT will have final approval of the service, and/or level, to be purchased.
 - C. The Provider shall submit detailed level descriptions that cover what is provided at each level(s) of care, including but not limited to:
 - 4) Frequency and number of hours of in home visits by case manager per month.
 - 5) Hours of ongoing parent training per year.
 - 6) Objective behavioral criteria for each level of care, along with a description of the package of services and supports associated with that level that is required to successfully maintain the youth in the placement.
 - D. The Provider shall be responsible for reimbursing the Buyer for payments resulting from the Provider's failure to re-assess the appropriate level of care on a semi annual basis.
6. INDIVIDUAL PLAN OF CARE AND COMPREHENSIVE TREATMENT AND SERVICE PLAN REQUIREMENTS:
- A. The Provider will complete and submit an Initial Plan of Care 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 most recent Child and Adolescent Needs and Strengths (CANS), Individualized Family Service Plan (IFSP), and foster care service plan within thirty (30) days of services being initiated. The CANS will be provided by the Buyer.
 - B. The provider will complete and submit a Comprehensive Treatment and Service Plan within sixty (60) days of initial placement. This plan shall be updated annually and provided to the LDSS Case Manager and CSA Office. Any significant changes proposed to the goals and objectives of the Comprehensive Plan will reflect the consensus of the youth (when possible), family and team. The Comprehensive Plan shall include the following:
 - 1) Comprehensive assessment of the individual's emotional, behavioral, educational, and medical needs.
 - 2) Treatment goals and objectives written in SMART style. (Specific, Measurable, Achievable, Relevant, Time Bound)
 - 3) Activities, therapies, and interventions provided to meet identified goals and objectives.
 - 4) Permanency and Discharge Plans and target dates to achieve them.
 - 5) Discharge goals and objectives written in SMART style.
 - 6) Independent Living Skills assessment and plan if over the youth is fourteen (14) years or older.

7. Progress Reports

- A. The Provider will complete monthly Progress Reports that shall be updated or 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.
- B. The Progress Reports shall include the following:
 - 1) Current Level of Care (LOC) and description of services the youth is receiving, along with prior LOCs and dates of service.
 - 2) Progress towards meeting the goals and objectives identified on the Comprehensive Plan and interventions used to achieve goals.
 - 3) Progress towards meeting discharge plan/transition plan goals.
 - 4) Plan signed by provider, Buyer CM, youth, youth's TFC family member, and birth parents as allowed.
- C. The Progress Reports shall focus on continuity of services and permanency planning to achieve the following placement outcome goals developed by the State Executive Council for the Children's Services Act:
 - 1) Youth demonstrates improved functioning per CANS.
 - 2) Youth is successfully discharged from treatment foster care in accordance with the youth's permanency plan.
 - 3) Youth realizes stability in placement (stability will be measured according to the number of homes/families with whom youth resides). 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 CPMT authorization and team-based planning process.
- D. The Provider will complete and submit the monthly report within fifteen (15) calendar days following the Progress Review Meeting.
- E. Monthly progress reports shall be provided separately to both the Buyer's case manager and attached to monthly invoices via electronic submission to CSAInvoices@fcva.us. Electronic submission via secure email transmission is strongly encouraged. The monthly report submitted on the Provider's letterhead shall include the following components:
 - 1) Provider's legal name, email, and phone number.
 - 2) Identifying client information to include name youth and family and/or any other recipient of services.
 - 3) Level of Care provided to the youth and the time frame(s) for which those services were provided during the youth's placement. This level should align with the Level of Care delineated on the accompanying rate sheets.
 - 4) Progress on goals; Progress towards discharge/transition.
 - 5) Barriers preventing adequate progress toward goals and/or discharge/transition.
 - 6) Significant incidents affecting the youth.
 - 7) Change in therapist, medication and/or agencies/service involvement with youth.
 - 8) Current functioning in major life domains (e.g., school, home, community, legal).
 - 9) Frequency of biological family visits, when applicable.
 - 10) Independent transition living plan updates, unless there is a report for independent living.
 - 11) Any other requirements that may be requested by the case manager and are in accordance with the State licensing and/or Virginia Medicaid TFC requirements.
 - 12) The monthly Progress Reports must be signed by the Provider's case manager.

8. DISCHARGE REPORTING:

- A. The Provider will complete and submit a discharge report within thirty (30) calendar days after services terminate.
- B. Discharge reports shall be submitted separately to the Buyer's case manager and CSA Office.
- C. The discharge report submitted on Provider's letterhead shall include the following

components:

- 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) Aftercare recommendations.

9. TREATMENT FOSTER PARENTS:

- A. Buyer's case managers must have the ability, either directly or via the Provider, to access treatment foster parents.
- B. Services provided by the Provider's treatment foster parents (TFP) to meet the special needs of the foster youth placed in the TFP's home include but are not limited to assistance in the development of treatment plans, implementation of the treatment plans to include independent living plans under the supervision of the Provider's staff, and transportation.
- C. Transportation services provided by the TFP include transportation of the youth to and from community activities, school/college, recreation/leisure time activities, therapy, medical appointments, court hearings, birth parent/youth visitations, FAPT meetings, MDT meetings, and training events related to independent living programs.
 - 1) The Buyer may choose to assist with transportation when such transportation is considered above and beyond, such as transportation of foster youth to remain in their original schools as a result of "Best Interest Determination" or multiple weekly parents/siblings visits. The Buyer will provide transportation for emergency appointments when the foster parents are provided with less than one week notice and are unable to adjust their schedules.
 - 2) Mileage may be paid to the foster parent for non-Medicaid trips beyond a thirty-mile one-way distance (mileage may only be charged starting at mile thirty-one (31)) at the current standard mileage rate established by the Federal Government or agency established rate, whichever is less, to meet the treatment needs of the youth outlined in the Comprehensive Plan. The Buyer may choose to pay mileage for the first thirty miles when such transportation is considered excessive.
 - 3) If the special needs youth placed with the TFP is eligible for Medicaid services, the TFP may become a Medicaid registered driver, and shall bill Medicaid for transportation to Medicaid services.
 - 4) As part of the background/reference check process, Provider will require prospective foster care families to indicate all agencies and jurisdictions in which the family has provided foster care services for the past 5 years. The Provider is then responsible for checking these references in addition to any other references the Provider may check.
 - 5) Sending youth in foster care to any appointment or activity via public transportation or taxicab is not permitted unless approved by the Buyer's case manager.
 - 6) Sending youth in foster care to any appointment or activity without being accompanied by an adult or caregiver is not permitted unless approved by the Buyer's case manager.
- D. If the Provider delivers services eligible for reimbursement under Title IV-E, the provider must be in full compliance with Title IV-E requirements.
- E. The Provider will ensure that all required documentation uses the foster parents' legal names.

10. PROVIDER MEDICAID SERVICES:

- A. The CPMT requires all providers whose services meet the Virginia Medicaid standards for Treatment Foster Care (TFC), as outlined in the [DMAS Mental Health Services Manual](#), to enroll as a Medicaid Treatment Foster Care provider. The website for Provider enrollment is: vamedicaid.dmas.virginia.gov, then click on the tab for New Provider Enrollment. If at any time during the registration process you have questions or issues, please contact Virginia

Medicaid Provider Enrollment Services toll free at 888-829-5373 or email vamedicaidproviderenrollment@gainwelltechnologies. If Provider is credentialed as Medicaid TFC provider, the Provider shall provide the Buyer with its Medicaid number. The Provider shall be responsible for:

- 1) Completing and forwarding all Medicaid required pre-authorization materials for each Medicaid eligible youth to the DMAS contractor within established preauthorization time limits set by Medicaid or within 3 business days of receiving required documentation from the Buyer.
 - 2) Notifying the Buyer when a youth is approved or denied for Medicaid. Such notice is required by county's CSA Office by secure email to Katherine.Webster@fcva.us or FAX at (540) 678-0682 within two business days after the Provider receives notice that the youth is approved or denied.
 - 3) Completing and sending the continued stay review forms to the DMAS contractor, upon receipt of all required documents from the Buyer, 10 days prior to the expiration of the authorization period. If all Medicaid continuing stay documentation is not received from the Buyer at least 10 days prior to the expiration of the current authorization period, the provider is expected to submit materials to the DMAS contractor within 2 business days after receipt of the materials from the Buyer.
 - 4) When possible, billing DMAS for other Medicaid eligible services, e.g., therapy.
 - 5) Invoicing the Buyer for the non-Medicaid eligible services in accordance with Section 27 of the Agreement for Purchase of Services.
 - 6) Notifying the CSA Office by secure email to Katherine.Webster@fcva.us or FAX at (540) 678-0682 when the youth no longer meet the Medicaid reimbursement criteria and DMAS no longer authorizes payment for the youth. Such notice is required within two business days after the Provider receives notice from DMAS that it will no longer make payment.
 - 7) Following all Medicaid regulations applicable to Treatment Foster Care services as outlined in the DMAS Mental Health Services Manual.
- 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, in order to receive Medicaid TFC reimbursement, the Provider is financially responsible for the Medicaid portion 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 Treatment Foster Care the Buyer's responsibilities are to:
- 1) Include certification or written approval by the CPMT, and an Individual Family Service Plan (IFSP) as part of the pre-authorization process indicating that Treatment Foster Care case management is medically necessary. Provide a complete copy of current DSM diagnoses when it is available.
 - 2) Complete the CANS instrument and submit to the Provider as part of the pre-authorization process. The CANS rating shall be completed within ninety (90) days prior to placement and every 90 days thereafter and shall be submitted to the Provider in a timely fashion to enable the Provider to submit "Continued Stay Review" forms to the DMAS contractor prior to the expiration of the authorization period.

11. TITLE IV-E: The CPMT requires that all Licensed Child Placing Agencies (LCPAs) comply with all federal and state regulations relating to Title IV-E of the Social Security Act.

12. APPEARANCES: It is understood that in the course of the provision of services the Provider's treatment foster care staff may be called upon by the Buyer's case manager to appear for court hearings, team based planning team 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.

13. COMMUNICATION: Both parties are expected to return telephone calls within 48 hours. If a return call is not made within 48 hours the Provider may telephone the supervisor of the case manager or the on duty worker in the unit of the case manager.

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

_____ Business Name	_____ Business Address
_____ Authorized Representative Signature	_____ Authorized Representative Printed Name
_____ Title	_____ Date
_____ CSA Coordinator	_____ Date

**Guidelines for Determining Levels of Care for Foster Care
Services with Licensed Child Placing Agencies (LCPA)**
June 20, 2014
(Revisions – May 1, 2015)

Procedures for Determining Level of Care

- I. The determination of the appropriate service level is always based on the individual child's specific needs and strengths.
- II. The Family Assessment and Planning Team (FAPT), or approved Multi-Disciplinary Team (MDT), and the licensed child placing agency shall work collaboratively in the assessment, service delivery and decision-making process to determine the appropriate level of care for the child.
- III. Children shall be placed at the Assessment Treatment Level upon initial placement with a LCPA and when a child is moved to a new LCPA.
- IV. The maximum stay at the Assessment Treatment Level shall not exceed sixty days to complete a needs assessment and service plan, per requirements of the Virginia Department of Social Services, Division of Licensing Programs. The time frame of the assessment may vary based on the accurate and thorough assessment of the child's strengths and needs.
- V. Following the assessment, the assessment shall be provided by the LCPA to the LDSS with copies to the FAPT/MDT with recommendation of level of care.
- VI. The determination of level of care shall be made collaboratively based on all available information and documentation of the child's needs by FAPT/MDT and the LCPA.
- VII. Determination of the initial level of care and a child's movement between levels of care will be based on a combination of factors, including but not limited to: child's current and past behavior, needs and strengths, number of placements the child has experienced, ratings on the CANS, VEMAT, and any other available assessments, anticipated level of support needed for the foster home, and available documentation such as psychological evaluations and foster parent, school, case manager and provider reports, etc.

Levels of Care Criteria:

Non-treatment Foster Care: Children served at the non-treatment level of foster care may be developmentally on target, demonstrate age appropriate behaviors, able to participate in community activities without restriction, or be the sibling of a child who meets the criteria for ongoing TFC placement in the same foster home. Children shall be served at the Non-treatment Foster Care level if the assessment indicates treatment foster care services are not needed.

Assessment Level Treatment Foster Care: Children served at the assessment level of treatment foster care are those who are newly placed with a licensed child placing agency and for whom an assessment to determine the appropriate level of foster care services is being conducted.

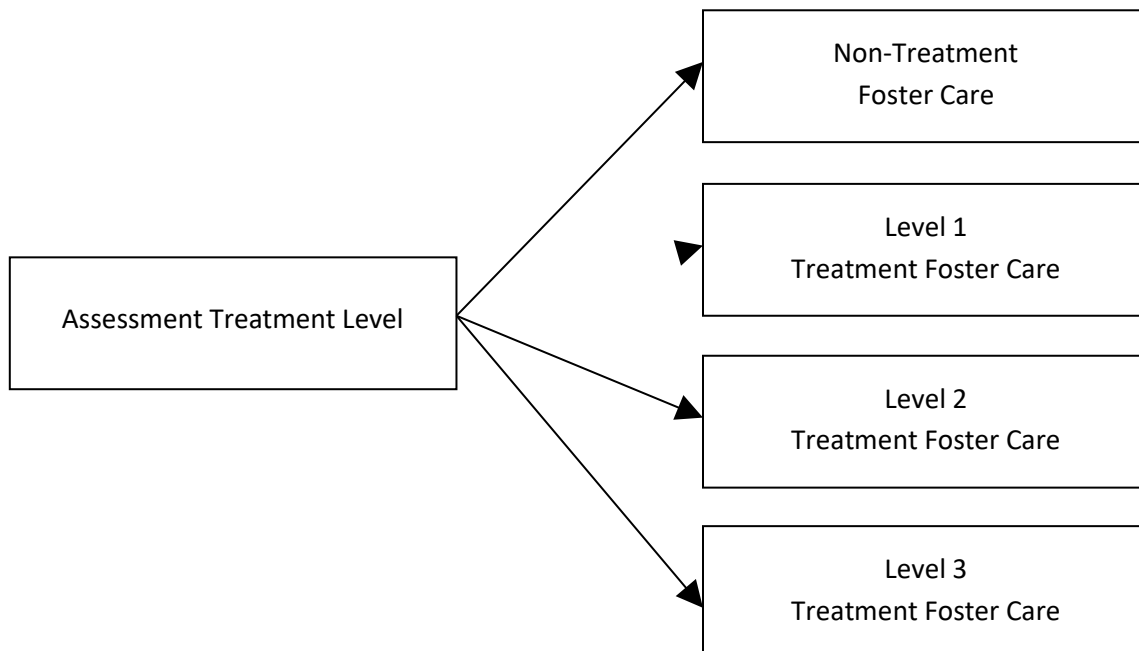
Treatment Foster Care Levels 1, 2 and 3 represent ongoing treatment placement levels, with Level 1 representing the lowest treatment needs, Level 2 moderate treatment needs and Level 3 significant treatment needs.

Level 1 Treatment Foster Care: The needs of a child served at Level 1 ongoing treatment foster care require monitoring or the LCPA may need to provide services to lessen the likelihood that identified needs will become more acute or return after being “resolved”. Children served at Level 1 will typically demonstrate a relatively low level of social/emotional/behavioral/medical/personal care needs or impairment for normal range of age and development. *Areas of need may include but not be limited to, depression, anxiety, impulsivity, hyperactivity, anger control, adjustment to trauma, oppositional, substance use, eating disorder, physical health condition, developmental delay, or intellectual disability.*

Level 2 Treatment Foster Care: The needs of a child served at Level 2 ongoing treatment foster care require that significant action (interventions, services, supports, etc.) be taken to address, remedy or ameliorate the identified needs. Children served at Level 2 will typically demonstrate a relatively moderate level of social/emotional/behavioral/ medical/personal care needs or impairment for normal range of age and development. *Areas of need may include but not be limited to, depression, anxiety, impulsivity, hyperactivity, anger control, adjustment to trauma, oppositional, substance use, eating disorder, physical health condition, developmental delay, or intellectual disability.*

Level 3 Treatment Foster Care: The needs of a child served at Level 3 ongoing treatment foster care are of such acuity or severity that they require intensive action (interventions, services, supports, etc.) be taken to address, remedy or ameliorate the needs. Without such intervention the child may be at risk of residential placement. Children served at Level 3 will demonstrate a high level of social/emotional/ behavioral/medical/personal care needs or impairment for normal range of age and development. *Areas of need may include but not be limited to, depression, anxiety, impulsivity, hyperactivity, anger control, adjustment to trauma, oppositional, substance use, eating disorder, physical health condition, developmental delay, or intellectual disability.*

Flow Chart



June 20, 2014 (revisions May 1, 2015)

	Non-Treatment Foster Care	Treatment Foster Care			
	Non-Treatment Foster Care	Level 1 TFC	Level 2 TFC	Level 3 TFC	Assessment Level
Standard Levels of Care					
REQUIREMENTS					
Caseload Size	24	12	12	12	12
Monthly Visits (minimum per licensing) ³	1	2	2	2	2
Service/Treatment Plan	service plan	service plan & treatment plan	service plan & treatment plan	service plan & treatment plan	
SERVICES (funding source):					
Foster Care Maintenance	yes (IV-E/CSA)	yes (IV-E/CSA)	yes (IV-E/CSA)	yes (IV-E/CSA)	yes (IV-E/CSA)
Enhanced Maintenance	per VEMAT (IV-E/CSA)	per VEMAT (IV-E/CSA)	per VEMAT (IV-E/CSA)	per VEMAT (IV-E/CSA)	per VEMAT (IV-E/CSA)
Private Foster Care Support & Supervision ¹	yes (CSA)	yes (CSA)	yes (CSA)	yes (CSA)	yes (CSA)
TFC Case Management ²	no	yes (Medicaid*/CSA)	yes (Medicaid*/CSA)	yes (Medicaid*/CSA)	as eligible (Medicaid/CSA)

**LCPAs must apply for Medicaid funding for case management (if the child is Medicaid eligible). If Medicaid determines the child does not meet medical necessity criteria, CSA may pay for case management based on justification of need.*

¹Private Foster Care Support, Supervision and Administration

Services provided by a Licensed Child Placing Agency (LCPA) which include, but are not limited to, recruiting, training, assessing and retaining foster parents for the LCPA; making placement arrangements; purchasing/ensuring child has adequate clothing; providing transportation; counseling with child to prepare for visits with biological family; providing support and education for LCPA foster parents regarding management of child's behavior; providing ongoing information and counseling to child regarding permanency goals; preparing a child for adoption; 24/7 crisis intervention and support for both child and LCPA foster family; developing and writing reports for FAPT; attending and presenting at FAPT meetings; administering LCPA foster parent payments; identifying adoption placements; assessment of adoption placements; and arranging adoption placements. The provision of services will vary for each child based on that child's specific needs and the identified level of care. Services are provided at non-treatment level of foster care as well as treatment levels of foster care.

²Treatment Foster Care Case Management

A component of treatment foster care through which a case manager provides treatment planning, monitors the treatment plan, and links the child to other community resources as necessary to address the special identified needs of the child. TFC-CM focuses on a continuity of services that is goal-directed and results-oriented. The provision of services will vary for each child based on that child's specific needs and the identified level of care.

³DSS regulations (22VAC40-131) requires a minimum of two visits per month for treatment foster care and also adds that "the frequency of additional contacts with the child shall be based on his treatment and service plan and occur as often as necessary to ensure the child is receiving safe and effective services.

**Frederick County, VA Children's Services Act
COMMUNITY POLICY & MANAGEMENT TEAM
FY 25 COMMUNITY BASED SERVICES ADDENDUM**

This Community Based Services Addendum, amends, modifies and supplements that certain Agreement for Purchase of Services ("Agreement"), between

Frederick County Community Policy and Management Team (CPMT)
107 N Kent Street
Winchester, VA 22601

hereinafter referred to as the "Buyer", and

hereinafter referred to as the "Provider".

Where there exists any inconsistency between the Agreement and the Community Based Services Addendum, the provisions of Community Based Services Addendum will control.

This Community Based Services Addendum reflects those services which the Provider agrees to make available to the Buyer. Unless otherwise defined in this Community Based Services Addendum, the Provider will offer services in accordance with Attachment 1 Standardized Service Names, which can also be found at https://www.csa.virginia.gov/content/doc/CSA_Service_Names.pdf. Any services offered that are not defined on this Community Based Services Addendum or Attachment 1 will be defined on the Provider's individualized Rate Sheet. Services defined in this document may not be relevant to all providers.

Terms not otherwise defined herein or on the Rate Sheet shall have the same meanings ascribed to them in the Agreement.

SPECIFIC TERMS AND CONDITIONS

Provider agrees to the following provisions:

1. **DURATION:** Community Based Services are intended to be goal specific and time limited. The average length of services should not exceed 6 months unless extenuating circumstances exist. The Provider is not guaranteed funding for services beyond the dates initially approved by CPMT and should, therefore, plan the treatment goals and action steps accordingly.
2. **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 information:
 - 1) Current or Preliminary DSM diagnoses for youth/family, if assessed or known
 - 2) Youth/family strengths and needs, as identified though the CANS and consultation with relevant parties
 - 3) Youth/family functioning in major life domains (e.g., school, home, community, legal)
 - 4) Current family structure and functioning - strengths and needs, as identified though the CANS and consultation with relevant parties

- 5) Other current treatment/services including medication management
- 6) Summary of service and treatment history
- 7) Behaviors to be addressed - focus of intervention, as supported by the CANS
- 8) Potential barriers to treatment
- 9) Estimated length of intervention/Target Discharge Date in alignment with FAPT recommendations and funding authorization

3. INITIAL 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/family'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 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 approved funding period will be based on estimated length of service recommended in the Initial Assessment and Family Assessment & Planning Team (FAPT) or alternate Multidisciplinary Team (MDT) discussion. The Provider should make every attempt to complete treatment within that timeframe, as an extension of services is not guaranteed.
- D. The service/treatment plan will reflect a termination goal in alignment with the CPMT approved funding period. Target completion dates for objectives and action steps should be adjusted accordingly.
- E. The service/treatment plan shall include the following components:
 - 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/transition plan
 - 5) Plan signed by provider, Buyer's CM, youth, youth's family member
- F. 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/MDT authorization and team-based planning process.

4. MONTHLY PROGRESS REPORTING

- A. The Provider will complete and submit a monthly report within ten (10) business days following each month in which the services were provided.
- 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) Home-based worker's legal name, email and phone number
 - 3) Identifying client information to include name of youth and family
 - 4) Service Initiation Date
 - 5) Reporting Period
 - 6) Duration/times of service
 - 7) Missed Appointments and reasons why
 - 8) Location of service
 - 9) Individuals present for service

- 10) Itemize administrative/indirect vs. direct service hours
 - 11) Progress on goals; Progress towards discharge/transition
 - 12) Barriers to treatment
 - 13) Significant incidents affecting the youth/family
 - 14) Change in therapist, medication and/or agencies/service involvement with youth/family
 - 15) Current functioning in major life domains (e.g., school, home, community, legal)
- D. Verbal reports/communication with the Buyer do not substitute for the required monthly progress reports.

5. DISCHARGE/TRANSITION REPORTING

- A. The Provider will complete and submit a discharge/transition report within thirty (30) calendar days after the discharge/transition/end of service.
- B. Discharge/transition reports shall be submitted to the Buyer's case manager. Electronic submission via secure email transmission is strongly encouraged.
- C. The discharge/termination report submitted on Provider's letterhead shall include the following:
 - 1) Provider's legal name, email, and phone number
 - 2) Home-based worker's legal name, email and phone number
 - 3) Service Initiation/Termination Dates
 - 4) Summary of progress toward goals
 - 5) DSM diagnoses and medications at time of discharge, if assessed or known
 - 6) Description of functioning in major life domains at end of service (e.g., school, home, community, legal)
 - 7) Written recommendations provided to the parent/caregiver for after-care upon discharge that will foster the youth and family'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.

6. SUBSTANCE ABUSE TREATMENT: Frederick County has adopted the American Society of Addiction Medicine standards 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.

7. PROBLEMATIC SEXUAL BEHAVIOR/SEXUAL TRAUMA: Services are provided to assist individuals who have demonstrated problematic sexual behavior or who have experienced sexual abuse. The intervention shall be designed to provide a professional evaluation and treatment by a licensed provider with specialized training and relevant expertise, including the use of evidence based practices. Services shall be provided by a Certified Sex Offender Treatment Provider (CSOTP) or licensed clinician under supervision of an approved CSOTP.

8. OTHER SPECIALIZED TREATMENT/THERAPY/COUNSELING: Federal and state child serving agencies have endorsed the use of Evidence Based Practices (EBP) to improve outcomes with youth and families. These EBPs have been systematically reviewed for efficacy and are rated based on specific criteria in four categories: well-supported, supported, promising, and does not currently meet criteria. Providers who offer EBPs shall provide documentation of training and/or certification and must adhere to expectations and requirements of the EBP and those set forth by the Commonwealth of Virginia.

For Medicaid eligible individuals, Providers who are Medicaid credentialed shall bill Medicaid for services not specifically excluded as a Medicaid reimbursable service.

9. COMPREHENSIVE ASSESSMENTS/EVALUATIONS:

- A. The Provider will submit written Comprehensive Assessment/Evaluation within 60 days of completing information collection and administering necessary tools.
- B. The Assessment/Evaluation submitted on the Provider's letterhead shall include the following:
- 1) Provider's legal name, email, and phone number
 - 2) Client Name, DOB, Date of Evaluation, Date of Report
 - 3) Evaluator Name and Credentials
 - 4) Referring Individual and Reason for Referral/Client Identifying Information
 - 5) Sources of Information to include Tools Administered, Reports Reviewed, Interviews Conducted
 - 6) Relevant historical information including BioPsychoSocial
 - 7) Description of tools administered along with results of testing
 - 8) DSM Diagnosis
 - 9) Summary, Conclusions, Recommendations and Justification
 - 10) Evaluator Signature

10. 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.

- A. Mentoring shall be provided individually and in the community, unless otherwise approved by the case manager and UR/CQI Specialist. Services occurring in an alternative environment than community shall relate to a youth's identified need and be documented in the treatment plan how the alternative environment will benefit the youth. An alternative setting is considered an office, home, etc.
- B. With prior approval, mentoring can occur in a group format. Separate rates shall apply to group based services. A group is considered more than one (1) individual.
- C. Mentoring shall not occur in the school setting.
- D. The Provider shall bill only direct contact hours with the mentee.
- E. Mentoring is not transportation, supervision, or 1:1 behavioral support.
- F. In all circumstances, the Provider shall abide by reasonable ethical standards and best practices and maintain the confidentiality of the youth referred by the Buyer.

11. CASEY LIFE SKILLS (CLS): CLS is a research based program intended for youth ages 14 through 21 to identify areas of need and develop skills to support the transition to independent living. Developed by Casey Family Programs, the CLS Assessment tool evaluates the individual's level of proficiency in several functional areas while the Resources to Inspire Guide offers suggestions on appropriate goals and exercises to develop skills in each deficit area. The Casey Life Skills Toolkit, which includes the CLS Assessment, Resources to Inspire Guide and Practitioner's Guide, can be found at

<https://www.casey.org/casey-life-skills/>. The CLS Assessment and treatment plan shall be completed and submitted to the case manager within 30 days of service initiation.

12. REIMBURSEMENT FOR SERVICES:

- A. The Provider will initiate services (e.g., first contact with youth/family) within five (5) business days of receipt of the purchase order for services, unless a different start date has been negotiated with the Buyer's case manager.
- B. Services must be provided within the number of units and timeframes authorized by CPMT.
 - 1) An increase in the agreed upon hours of service must be approved in advance by the CPMT. Approval is conveyed through a revised Purchase of Service Order.
 - 2) If there is an emergency in one week and the youth and family need increased hours, the Provider may provide the needed hours without delay. The provider shall decrease the number of hours in a non-emergency week to maintain the total number of CPMT approved hours. Any adjustment in hours between weeks shall not go over total approved monthly hours.
- C. For ongoing services, no more than fifteen (15) percent of the Provider's agreed upon billable hours shall include supervision, writing of reports, internal staffing, FAPT/MDT attendance, professional consultation/collaboration, or telephone calls with the Buyer. Billable hours for these specific "administrative/indirect services" shall be labeled as such on the invoice and on the monthly report. The remaining billable hours must be direct service contact with the youth and/or family present. The Buyer must provide documentation of extenuating/mitigating circumstances if requesting reimbursement for professional consultation or collaboration in excess of the 15% included in the agreed upon rate. Any requests shall be authorized by FAPT/CPMT prior to provision of services.
- D. The Provider shall bill only for services actually provided. The CSA is not responsible for payment of services not delivered, unless otherwise authorized by CPMT.
- E. The Provider shall not invoice the Buyer for training, or the time associated with it, that employees of the Provider may receive.
- F. For court appearances the following conditions apply:
 - 1) The Provider may receive payment based on the actual number of hours the home based worker is required by the Buyer's case manager to be present at the court hearings. Prior authorization must be obtained from CPMT. CPMT will not authorize funding for court appearances required as part of custody related hearings or other purposes within the scope of agency responsibility.
 - 2) The hours will include actual testimony and waiting time, but do not include preparation, mileage, travel time or other traveling costs. Payment will be made in accordance with established hourly rate set forth in the attached Rate Sheet. The Buyer will make every attempt to notify the Provider well in advance of the Provider's requirement to appear at the hearings. When possible, the Buyer will request a subpoena be issued.
- G. For socialization/recreation activities the following will apply:
 - 1) Activities must be consistent with the service/treatment plan goals such as improving interpersonal interaction and relationship-building.
 - 2) The cost for these activities is incorporated into the hourly rate of the home-based counselor/therapist.

13. CHILD CARE: For child care facilities the following will apply:

- A. Child Care facilities shall be licensed through the Department of Education, unless Religious Exemption has been obtained by proper authorities.
- B. The Buyer will only reimburse for those fees listed on the agreed upon rate sheet.
- C. Fees for mats, linens, activities, or other items for personal use are not the responsibility of the

Buyer.

- D. The Provider may set separate rates for drop-in care, per week, or per month cycles. The number of weeks in a month will be calculated based on the number of Mondays that fall within that particular month.
- E. Weekly rates will be prorated if the child attends less than half of the scheduled week unless absence is due to illness.
- F. Due to the circumstances with which families are involved with the Buyer, the Buyer cannot guarantee advanced notification of termination of services. The Buyer will make every effort to provide notification of unenrollment. However, in the event advanced notification is not possible, the Buyer will only reimbursement for services provided through the last day the child attends.

14. INVOICING:

- A. The Provider will submit invoices in accordance with this section and section 27 of the APOS within thirty (30) calendar days following the month in which services were delivered. 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.
- B. The Provider must submit a separate invoice for each youth served that shall include the following information:
 - 1) Provider's legal name, email, and phone number
 - 2) Name of youth under which CPMT authorized services
 - 3) Purchase order number
 - 4) Buyer's case manager's name
 - 5) Services delivered as defined on the rate sheet
 - 6) Contract unit price
 - 7) # of units
 - 8) Dates of service
 - 9) Service recipient, duration, time, and location of service
 - 10) Itemize administrative/indirect vs. direct service hours
- C. The Provider will submit corresponding Monthly Treatment Update/Progress Notes/Evaluations along with invoices for the month of service. Invoices received without attached documentation will be returned without payment.

15. 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.

16. PAYMENT THROUGH PRIVATE INSURANCE AND MEDICAID:

- A. The Provider agrees to accept the family's private insurance (including TRICARE or its equivalent), Medicaid or FAMIS for payment of 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 by CPMT.
- B. 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 third party 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.

- C. For Medicaid eligible individuals, Providers who are Medicaid credentialed shall bill Medicaid for services not specifically excluded as a Medicaid reimbursable service.

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

Business Name

Business Address

Authorized Representative Signature

Authorized Representative Printed Name

Title

Date

CSA Coordinator

Date



**STANDARDIZED
SERVICE NAMES
CSA Purchased
Services**

Purpose of Document: This document provides the definitions of service categories for use by localities in reporting to receive state reimbursement for expenditures under the Children's Services Act.

Acute Psychiatric Hospitalization³

Inpatient services are generally short-term and in response to an emergent psychiatric condition. The individual experiences mental health dysfunction requiring immediate clinical attention. The objective is to prevent the worsening of a psychiatric illness and prevent injury to the recipient or others.

Applied Behavior Analysis⁶

ABA is the design, implementation, and evaluation of environmental modifications to produce socially significant improvements in human behavior. ABA includes direct observation, measurement, and functional analysis of the relations between environment and behavior. ABA uses changes in environmental events, including antecedent stimuli and consequences, to produce practical and significant changes in behavior. This category should not be used when the student is receiving ABA as a component of a private day special education program or public school special education transition services described in another service name.

Assessment/Evaluation^{3, 6}

Service is conducted by a qualified professional utilizing a tool or series of tools to provide a comprehensive review to make recommendations, provide diagnosis, identify strengths and needs and risk levels, and describe the severity of the symptoms.

Brief Strategic Family Therapy

BSFT uses a structured family systems approach to treat families with children or adolescents (6 to 17 years) who display or are at risk for developing problem behaviors, including substance abuse, conduct problems, and delinquency. BSFT counselors must participate in four training phases and are expected to have the training and/or experience with basic clinical skills common to many behavioral interventions and family systems theory. BSFT is listed as a Well-supported evidence-based intervention in the federal FFPSA Clearinghouse.

Case Support

Service may be purchased from a public child-serving agency and includes basic case oversight for a child not otherwise open to a public child-serving agency, for whom a case manager is not available through the routine scope of work of a public child-serving agency, and for whom the worker's activities are not funded outside of the State Pool. Services may

include administration of the CANS, collection and summary of relevant history and assessment data, and representation of such information to the FAPT; with the FAPT, development of an IFSP; liaison between the family, service providers, and the FAPT.

Crisis Intervention³

Crisis intervention services are mental health care services available 24 hours a day, seven days per week, assisting individuals experiencing acute mental health dysfunction requiring immediate clinical attention. The objectives are to prevent the worsening of a condition, prevent injury to the individual or others, and provide treatment in the least restrictive setting.

Crisis Stabilization³

Crisis Stabilization services are direct mental health care services to non-hospitalized individuals experiencing an acute crisis of a psychiatric nature that may jeopardize their current community living situation. The goals are to avert hospitalization or rehospitalization; provide normative environments with a high assurance of safety and security for crisis intervention; stabilize individuals in psychiatric crisis; and mobilize the resources of the community support system, family members, and others for ongoing maintenance, rehabilitation, and recovery.

Family Partnership Facilitation (LDSS)

Service provided by a facilitator specifically trained to conduct Family Partnership Meetings for a local department of social services. The meeting is a relationship-focused approach that provides a structure for decision-making that empowers both the family and the community in the decision-making process. It extends partnership messages to caregivers, providers, and neighborhood stakeholders.

Family Support Services

A broad array of services targeted to assist, support, and/or training in various community settings to build natural supports and functional skills empowering individuals and families towards autonomy, attaining and sustaining community placement, preserving the family structure, and assisting parents in effectively meeting the needs of their children in a safe, positive and healthy manner. The services may include but are not limited to skill-building (parenting skills, fiscal management, coping skills, communication, interpersonal skills, supervised visitation, babysitting, non-foster care/maintenance daycare, etc.) and behavioral interventions.

Functional Family Therapy (FFT)

A short-term, community- and evidence-based intervention for youth ages 11-18 with various emotional and behavioral problems. FFT must be delivered by trained and certified practitioners who meet national FFT standards. FFT is listed as a Well-supported evidence based intervention in the federal FFPSA Clearinghouse.

Independent Living Services

Services are specifically designed to help adolescents transition to living independently as an adult. Includes training in daily living skills, case management, and vocational and job training.

Independent Living Stipend²

Payment of a monthly fixed amount made to youth in foster care, ages 16 - 17, who are in independent living arrangements for costs of housing, food, etc. Title IV-E funds may not be accessed for this stipend.

Individualized Support Services

Support and other structured services provided to strengthen individual skills and/or provide environmental support for individuals with behavioral/mental health problems. Services are based on the needs of the individual and include training and assistance. These services typically do not involve overnight care by the provider; however, due to the flexible nature of these services, overnight care may be provided on an occasional basis. Service includes "Supportive In-home Services" licensed by the Department of Behavioral Health and Developmental Services.

Intensive Care Coordination/High Fidelity Wraparound

As defined by State Executive Council policy, a service provided by Intensive Care Coordinators for children at risk of entering or being placed in residential care. ICC providers must be trained in the High Fidelity Wraparound care coordination model and receive weekly clinical supervision. The purpose of the service is to safely and effectively maintain the child in or transition/return the child home, to a relative's home, family-like setting, or community at the earliest appropriate time that addresses the child's needs. Services must be distinguished as above and extend beyond the regular case management services provided within the normal scope of responsibilities for the public child-serving agencies. Services and activities include identifying the strengths and needs of the child and his family through conducting comprehensive family-centered assessments; developing plans in the event of crises, identifying specific formal services and informal supports necessary to meet the identified needs of the child and his family, building upon the identified strengths; implementing, regular monitoring of and making adjustments to the plan to determine whether the services and placement continue to provide the most appropriate and effective services for the child and his family. ICC Using High Fidelity Wraparound is listed as a Promising evidence-based intervention in the federal FFPSA Clearinghouse.

Intensive Care Coordination Family Support Partner

A family support partner is part of the High Fidelity Wraparound (HFW) team that offers various levels of support for families based on the family's needs and HFW plan. The support partner works closely with the HFW Facilitator to support positive outcomes for the family.

Intensive In-Home Services³

IIH services for Children/Adolescents under age 21 are intensive, time-limited interventions provided typically but not solely in the residence of a child at risk of out-of-home placement or who is transitioning to home from out-of-home placement due to documented documentation of clinical needs of the child. These services provide crisis treatment, individual and family counseling, communication skills (e.g., counseling to assist the child and his parents in understanding and practicing appropriate problem solving, anger management, interpersonal interaction, etc.), and coordination with other required services.

Service also includes 24-hour emergency response.

Maintenance – Basic²

Payments made on behalf of a child in foster care to cover the cost of (and the cost of providing) food, clothing, shelter, daily supervision, school supplies, a child's personal incidentals, liability insurance for a child, and reasonable travel for the child to visit with family or other caretakers and to remain in their previous school placement.

Maintenance – Clothing Supplement²

As determined and scheduled by VDSS, payments for clothing outside of basic maintenance for children in foster care.

Maintenance – Child Care Assistance

Provides daily supervision during the foster parents' working hours when the child is not in school, facilitates the foster parent's attendance at activities beyond the scope of "ordinary parental duties," and is provided in a licensed daycare facility or home.

Maintenance – Enhanced²

A monthly amount paid to a foster parent over and above the basic foster care maintenance payment. Payments are based on the child's needs for additional supervision and support by the foster parent as identified by the VEMAT.

Maintenance – Independent Living²

Payments made to youth in foster care who are in independent living situations for the cost of housing, food, etc. May include independent living situations licensed by VDSS as an LCPA.

Maintenance – Basic KinGap

A monthly amount paid to a KinGap provider for a child placed through the Federal Kinship Guardianship or the State-Funded Subsidy Program for costs such as food, clothing, shelter, daily supervision, school supplies, and a child's personal incidentals. This service name is used only after custody of the child transfers from the local department of social services to the KinGap caregiver.

Maintenance – Enhanced KinGap

A monthly amount paid to a KinGap for a child placed through the Federal Kinship Guardianship Program over and above the basic foster care maintenance payment. Payments are based on the child's needs for additional supervision and support by the foster parent as identified by the VEMAT. This service name is used only after custody of the child transfers from the local department of social services to the KinGap caregiver.

Maintenance – Transportation²

According to Title IV-E and Fostering Connections regulations, payments to support a child/youth in foster care. Includes visits to family (parents, relatives, and siblings) and transportation of a child to a non-resident/non-zone school following a "best interest determination." Costs may include purchased contracted services, the cost of the child's

bus/plane tickets, or mileage (at the state rate) for a driver to transport the child.

Material Support

Payment for items or services for families when such assistance is not otherwise available and is necessary to prevent out-of-home placement or assist with reunification. Payments may include support with housing and utility costs.

Mental Health Case Management³

Mental health case management is defined as a service to assist individuals with behavioral/mental health problems who reside in a community setting in gaining access to needed medical, social, educational, and other services. Case management does not include the provision of direct treatment or habilitation services.

Mental Health Skills Building³

A service for individuals with significant psychiatric functional limitations designed to train individuals in functional skills and appropriate behavior related to the individual's health and safety, activities of daily living, and use of community resources; assistance with medication management; and monitoring health, nutrition, and physical condition. These services enable individuals with significant mental illness to achieve and maintain community stability and independence in the most appropriate, least restrictive environment.

Mentoring

Services in which children are matched appropriately with screened and trained adults for one-on-one relationships. Services include meetings and activities regularly intended to meet, in part, the child's need for involvement with a caring and supportive adult who provides a positive role model.

Motivational Interviewing (MI)

An evidence-based, outpatient counseling approach designed to promote behavior change. It is often combined with other counseling approaches. MI practitioners should have received specific training in the practice, and MI may be employed with youth and adults. MI is listed as a Well-supported evidence-based intervention in the federal FFPSA Clearinghouse.

Multisystemic Therapy (MST)

A short-term, community- and evidence-based intervention for youth ages 11-17 with various emotional and behavioral problems at risk of out-of-home placement and other serious adverse outcomes. MST must be delivered by a team of trained and certified practitioners who meet national MST standards. MST is listed as a Well-supported evidence-based intervention in the federal FFPSA Clearinghouse.

Other

A uniquely designed service, or one not otherwise named and defined, that will ensure the safety and well-being of a child at risk of or in an out-of-home placement, support family preservation, or enhance reunification efforts.

Outpatient Services^{3, 6}

Treatment is provided to individuals on an hourly schedule, on an individual, group, or family basis, and usually in a clinic or similar facility or another location (including the home). Outpatient services may include counseling, dialectical behavioral therapy, psychotherapy, behavior management, laboratory and other ancillary services, medical services, and medication services.

Parent-Child Interaction Therapy (PCIT)

An evidence-based outpatient parent training model focused on youth ages 2 – 7 designed to reduce problematic externalizing behaviors by increasing positive parenting behaviors and improving the quality of the parent-child relationship. PCIT is generally conducted in weekly sessions in the office of the therapist. PCIT must be delivered by master's-level trained practitioners who have specialized training and meet national PCIT standards. PCIT is listed as a Well-supported evidence-based intervention in the federal FFPSA Clearinghouse.

Private Day School⁴

Special education services are identified through an IEP in which the "least restrictive environment" is a private day school. Services are provided in a licensed, privately owned school for students determined to have a disability as defined by the *Regulations Governing Special Education Programs for Children with Disabilities in Virginia*. Reflecting the legislative directive to establish a standardized rate structure for this service, there are 19 specific subcodes to reflect the service tier and location of the private day program. These subcodes are seen in Appendix A of the document.

Private Foster Care Support, Supervision and Administration¹

Services provided by a Licensed Child Placing Agency (LCPA) include, but are not limited to: recruiting, training, assessing and retaining foster parents for the LCPA; making placement arrangements; purchasing/ensuring child has adequate clothing; providing transportation; counseling with the child to prepare for visits with biological family; providing support and education for LCPA foster parents regarding the management of child's behavior; providing ongoing information and counseling to the child regarding permanency goals; preparing a child for adoption; 24/7 crisis intervention and support for both child and LCPA foster family; developing and writing reports for FAPT; attending and presenting at FAPT meetings; administering LCPA foster parent payments; identifying adoption placements; assessment of adoption placements; and arranging adoption placements. The provision of services will vary for each child based on that child's specific needs and the identified level of care. Services are provided at a treatment and non-treatment level defined in CSA guidance.

Private Residential School^{4,3}

Residential education services are provided to students with disabilities who are placed into a residential program through an IEP. The "least restrictive environment" is identified as a private residential school. Includes all services specified in the IEP as necessary to provide special education and related services, including non-medical care and room and board.

Public School Special Education Transitional Services

Transitional services delivered in a public school setting, specified on a student's Individualized

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Education Program (IEP), to facilitate and support students returning to public school after at least six months in a private day special education program. Transitional services include one-on-one aides, speech and/or occupational therapy, counseling, applied behavior analysis, and specially designed instruction delivered directly to the student. These services may be provided for no more than 12 months.

Residential Education³

A component of the total daily cost for placement in a licensed psychiatric residential treatment facility (PRTF). These education services are provided in a licensed, privately owned and operated psychiatric residential treatment facility to a child/youth with or without an individualized education program (IEP) placed for non-educational reasons.

Residential Room and Board^{1,3,5}

A component of the total daily cost for placement in a licensed congregate-care facility (PRTF, therapeutic group home (TGH), or Children's Residential Facility (CRF)). Residential Room and Board costs include room, meals and snacks, and personal care items.

Residential Case Management^{3,1,5}

A component of the total daily cost for placement in a licensed congregate care facility. Activities include maintaining records, making calls, sending e-mails, compiling monthly reports, scheduling meetings, discharge planning, etc.

Residential Daily Supervision^{3,1,5}

A component of the total daily cost of a placement in a licensed congregate care facility. Activity includes around-the-clock supervision.

Residential Supplemental Therapies³

A component of the total daily cost for placement in a licensed psychiatric residential treatment facility. Activity includes a minimum of 21 group interventions (outside of the 3-5 group therapies led by a licensed clinician). The 21 interventions are goalbased, with clear documentation/notes regarding the goal addressed, the intervention used, the resident's response/input, and a follow-up plan.

Residential Medical Counseling³

A component of the total daily cost for placement in a licensed psychiatric residential treatment facility. Activities include around-the-clock nursing and medical care through on-campus nurses and on-campus/on-call physicians. Activities also include the doctor and nurse at every treatment planning meeting for the resident.

Respite

Short-term care, supervision, and support to youth providing relief to the primary caregiver while supporting the youth's and family/guardian's emotional and physical well-being. This service includes respite services licensed by the Department of Behavioral Health and Developmental Services.

Special Education Related Services

Services identified within an IEP to youth placed in private education schools. Services include but are not limited to occupational therapy, physical therapy, speech therapy, and applied behavior analysis. This category should not be used when the student is receiving public school special education transition services described in another service name.

Sponsored Residential Home Services³

A short-term residential treatment service in a private home supervised by a licensed provider. Providers arrange for, manage, and provide programmatic, financial, and services support to sponsors providing care or treatment for individuals placed in the sponsors' homes.

Substance Abuse Case Management³

Substance Abuse case management assists children, adults, and their families with accessing needed medical, psychiatric, substance abuse, social, educational, vocational services, and other supports essential to meeting basic needs. If an individual has co-occurring mental health and substance abuse disorders, the case manager shall include activities to address mental health and substance use disorders. Only one type of case management may be billed concurrently.

Transportation

Transportation to support attainment of the goals in a child's service plan, either through contracted services or mileage payment. Service enables a child or family member to attend counseling, parenting classes, court, visitation with family members, or other appointments.

Trauma-Focused Cognitive Behavioral Therapy (TF-CBT)

A counseling approach for children and adolescents addressing various symptoms associated with exposure to trauma. The intervention also supports caregivers in implementing positive parenting skills and positive interactions with the child/adolescent. Although this may vary, TF-CBT is typically delivered over 12 – 16 weeks in an office setting. TF-CBT is provided by licensed mental health professionals who have received specific TF-CBT training and certification.

Therapeutic Day Treatment for Children and Adolescents³

Covered services are a combination of psychotherapeutic interventions combined with medication, education, and mental health treatment offered in programs of two or more hours per day with groups of children and adolescents.

Treatment Foster Care Case Management¹

A component of treatment foster care through which a case manager provides treatment planning, monitors the treatment plan, and links the child to other community resources as necessary to address the special identified needs of the child. TFC-CM focuses on a continuity of services that is goal-directed and results-oriented. The provision of services will vary for each child based on that child's specific needs and the identified level of care.

Utilization Review

Activities that provide oversight of purchased services. Activities of UR include a review of IFSPs, services delivered by providers, a child or youth's progress toward goals, and

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the provision of recommendations for service planning and revision of service plans/goals.

¹ Licensed by the Virginia Department of Social Services ² Defined per title IV-E ³ Licensed by the Virginia Department of Behavioral Health and Developmental Services ⁴ Licensed by the Virginia Department of Education ⁵ Licensed by the Virginia Department of Juvenile Justice ⁶ Individual practitioners licensed by the Virginia Department of Health Professions

Publication Version Control: This chart contains a history of this publication's revisions.

Version	Date	Comments
Original	June 2014	Original, Effective July 1, 2015
Revision 1	January 2015	Technical Edits, Effective July 1, 2015
Revision 2	July 2016	Technical Edits, Effective July 1, 2016
Revision 3	February 2020	Additional Services Added, Effective July 1, 2020
Revision 4	March 2021	Additional Services Added, Technical Edits Effective July 1, 2021
Revision 5	June 2022	Additional Services Added, Technical Edits Effective July 1, 2022
Revision 6	June 2023	Technical Edits, Effective July 1, 2023
Revision 7	January 2024	Technical Edits, Effective January 1, 2024

Appendix A: Private Day Special Education Sub-Codes

Private Day School – Tier 1 (Northern Virginia)
Private Day School – Tier 2 (Northern Virginia)
Private Day School – Tier 3 (Northern Virginia)
Private Day School – Tier 4 (Northern Virginia)
Private Day School – Tier 5 (Northern Virginia)
Private Day School – Tier 6 (Northern Virginia)
Private Day School – Tier 7 (Northern Virginia)
Private Day School – Tier 8 (Northern Virginia)
Private Day School – Tier 9 (Northern Virginia)

Private Day School – Tier 1
Private Day School – Tier 2
Private Day School – Tier 3
Private Day School – Tier 4
Private Day School – Tier 5
Private Day School – Tier 6
Private Day School – Tier 7
Private Day School – Tier 8
Private Day School – Tier 9

Private Day School – Out-of-state

**Frederick County, VA Children's Services Act
COMMUNITY POLICY & MANAGEMENT TEAM
FY25 SPECIAL EDUCATION SERVICES ADDENDUM**

This FY25 Special Education Services (SpEd) Addendum amends, modifies and supplements the FY25 Agreement for Purchase of Services ("Agreement") between

Frederick County Community Policy and Management Team (CPMT)
107 N Kent Street
Winchester, VA 22601

hereinafter referred to as the "Buyer", and

hereinafter referred to as the "Provider".

Where there exists any inconsistency between the Agreement and SpEd Addendum, the provisions of SpEd Addendum shall control.

This Special Education Addendum 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 Frederick County Public Schools (FCPS). Non-educational expenses excluded from this Addendum 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 Commonwealth of Virginia (or Provider's State) and federal special education laws and regulations are incorporated herein by reference.
2. **PROVIDER LICENSE STATUS:** The Provider shall maintain its status as a school licensed by Board of Education or an equivalent out-of-state licensing agency and will notify the Buyer within 24 hours in the event such approval is withdrawn, revoked or threatened to be withdrawn or revoked. Such withdrawal or revocation shall immediately terminate this Agreement. In accordance with COV § 2.2-5211, no payment shall be made for private special education services provided by an unlicensed program.
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 three (3) or more consecutive school days or a total of more than five (5) days in any month, the Provider shall investigate the reasons for such absence and document the interventions attempted to ensure that the student attends school regularly. Within 3 calendar days, the Provider must consult with FCPS regarding absences to determine the

barrier preventing daily attendance and develop and implement a treatment plan to overcome that barrier.

- C. 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 seventeen).
 - D. Frederick County CSA will pay for up to five (5) unauthorized absences in a one month period provided the above guidelines have been followed.
 - E. 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.
 - F. If a child has an authorized absence, such that the child is unable to participate in his/her special education placement, that placement may be held for the child for no more than fourteen (14) calendar days at the discretion of the Buyer.
 - G. The Buyer will investigate the circumstances regarding the absences and work collaboratively with the CSA office to make decisions regarding terminating the placement. There may be extenuating circumstances that support the child remaining in the previous placement that should be explored before termination is determined. In any case, CSA funding will terminate placement for any child after the 14th consecutive day of unauthorized absence. The Provider may hold the student's placement at the Provider's discretion.
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 CSAContracts@fcva.us or 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 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. 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 FCPS, other FCPS staff and parents, as appropriate, shall have the right to attend any IEP meeting.
 - B. The Provider shall provide FCPS with the student's quarterly grades and/or progress report(s) within 30 days of the quarter/semester end date.
 - 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 to the FCPS Private Placement Specialist and the CSA Office. 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. Address changes may cause certain actions to be taken by the Provider and Buyer.

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 to an appropriate alternate or step-down program, a detailed transition plan will need to be developed. To develop this plan, FCPS staff, the parent, case managers, the student, and others as appropriate shall meet and discuss, prior to any change occurring.

12. **RELOCATION:** Should the parent(s)/legal guardian(s) of an enrolled student move to another locality within the Commonwealth of Virginia, the CPMT of the jurisdiction to which the parent(s)/legal guardian(s) moved shall become responsible for payment of services identified in the IEP on the day of relocation. CSA funded services not identified on the IEP will continue for 30 days or until the new jurisdiction begins payment for services, whichever is sooner.

The parent(s)/legal guardian(s) of an enrolled student who moves outside of the Commonwealth of Virginia will become responsible for all services at the time of relocation.

13. **NOTICE:**

- A. Notices required of the Provider to be sent pursuant to this Special Education Addendum 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 Special Education Addendum 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.

14. **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 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 day, 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.
- 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.

15. **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 Agreement to be executed by officials hereunto duly authorized.

_____ Business Name	_____ Business Address
_____ Authorized Representative Signature	_____ Authorized Representative Printed Name
_____ Title	_____ Date
_____ CSA Coordinator	_____ Date