

**Stafford County Human Services Office**  
**Children's Services Act Program**  
**Community Policy and Management Team**  
**Purchase of Services Contract**

**THIS CHILDREN'S SERVICES ACT (CSA) PURCHASES OF SERVICES CONTRACT**, including any attached addenda, if applicable (Contract) is effective as of the 1st day of July 2023, by and between the Stafford County Human Services Office, hereinafter referred to as the "Buyer," and , hereinafter referred to as the "Provider."

**WHEREAS**, the Buyer, through the Stafford County's Community Policy and Management Team (CPMT) creates, maintains, and manages a collaborative system of services and funding that is child-centered, family focused and community based when addressing the strengths and needs of troubled and at-risk youth and their families; and

**WHEREAS**, the Provider is a qualified provider of services for children and/or families under the care and responsibility of the Stafford County CPMT, and meets all applicable State and Federal standards relative to such services to be provided hereunder; and

**WHEREAS**, the Buyer is authorized to enter into contracts for services pursuant to Virginia Code § 2.2-5200, *et seq.*; and

**WHEREAS**, Buyer agrees to buy, and Provider agrees to provide services set forth herein in accordance with the terms, parameters, guidelines and expectations of this Contract.

**NOW THEREFORE**, the parties do hereby mutually agree to the following terms and conditions.

**1. Mission.**

The Stafford County CPMT is committed to providing quality services for troubled at-risk youth and families in Stafford County. Cooperative and comprehensive planning, interagency collaboration, and ongoing evaluation of programs are essential to the cost-effective and efficient provision of services. The well-being of our future citizens is of concern not only to parents, service providers, and local governments but to the whole community. The process of identifying needs and developing and delivering services for those children and youth who have or are at risk of developing behavioral or emotional problems is improved by the broad involvement of community groups and interested citizens. Families should be fully involved in the assessment, planning, delivery, and evaluation of services to their children, and should assume the maximum possible responsibility and authority in the process of being served. The Provider shall be knowledgeable and at all times act in concert with the Stafford County CPMT Philosophy and Principles and Virginia Systems of Care Principles (Attachment A).

**2. Contract Documents.**

This Contract shall include the following documents (collectively referred to as the "Contract Documents"):

- A. The executed Contract with signatures by authorized representatives of the Provider and the Buyer;
- B. Copy of the Provider's required license(s) received from the appropriate licensing agent;
- C. Certification of CPS background checks and criminal background checks for all individuals providing services for the Provider;
- D. The Provider's current rates and descriptions of services offered;
- E. Certificate of Liability Insurance meeting the requirements of Section 16 of this Contract;
- F. CSA Service Name vs. Provider Service Name Worksheet;

- G. Copy of school calendar and lunch menu (where applicable);
- H. Copy of all teachers' licenses/certifications or attestation that all teachers are properly licensed by the state of VA in the area that they are providing instruction;
- I. Admission/intake and billing representative contact information;
- J. Program/target population descriptions for Home-Based and Mentoring Programs; and
- K. Provider's W-9 for tax identification.

### 3. **Contract Term.**

- A. **Term.** The terms of this Contract shall commence and be in full force and effect on July 1, 2023, and terminate on June 30, 2025. This Contract does not involve a definite financial obligation on the part of the Buyer, although the Buyer shall use this Contract for the procurement of services for individual clients as specified and for which payment shall be made by the Buyer.
- B. **Extensions.** This Contract may be extended on a month-to-month basis by mutual written agreement if a new agreement is not yet in force and a continuation of services by the Provider to a specific child and/or family is requested by the Buyer and agreed to by the Provider. This Contract supersedes any existing agreement between the parties, whether oral or written, relating to the provision of services to youth and their families under the Children's Services Act (CSA).

### 4. **Purchase of Services Order.**

- A. **PSO.** A Purchase of Services Order (PSO) shall be issued for any and all specific services that are to be provided by the Provider to any child under the supervision or authority of the Buyer. The PSO shall define the terms of purchase and service delivery to a specific child. The PSO shall include the term of service and the types of services to be rendered. No services shall be administered to a child under the supervision or authority of the Buyer without a PSO authorizing such services or a written statement by the Buyer staff stating that the services have been authorized while awaiting a PSO. This Contract contains all the terms for the purchase of services contemplated hereby but does not obligate the actual purchase of any services nor guarantee that any clients will be referred to the Provider.
- B. **Receipt and Return of PSO.** The Provider shall sign and return the PSO within seven days of receiving the PSO. The Buyer shall not be responsible for payment when a signed PSO has not been received within 45 days of the Buyer mailing/emailing the PSO to the Provider.
- C. **PSO Charges.** The Provider agrees to charge the Buyer for only those services described in the PSO and in accordance with Section 6 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 sources as directed by the Buyer. A PSO will not be issued for the payment of room and board for children/youth whose room and board will be paid with Title IV-E funding.
- D. **Modification of PSO.** At such time that the Provider signs and returns a PSO, it cannot be altered or changed by the Provider. Any substantial changes in the proposed delivery of services from that stated in the PSO whether actual or anticipated, including, but not limited to, changes in service quality, key personnel, and compliance with applicable federal, state, or local standards, shall be reported in writing to the Buyer within ten calendar days of the Provider learning of the changes.
- E. **Termination of PSO.** 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. If 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 state or local government sources due to denial or non-appropriation of funds as set forth in Section 20, 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. Additional termination provisions are provided in Sections 8 and 22.

### 5. **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 will submit all rates set out with this Contract. The Provider may not increase the rate for any service described in a PSO during the term of the Contract with the exception of fiscal year changes. The Provider shall

submit all service and rate information for Fiscal Year (FY) 2024 to the Buyer with the submission of this Contract. Contracts that do not include FY 2024 service and rate information will not be executed until the information has been received.

Providers currently serving Stafford clients will not receive a PSO until service and rate information are received which may result in the delay of payment. Rates shall be provided to the Buyer for FY 2025 by **May 15, 2024**. If the rates are not provided by the deadline, the rates for FY 2024 will remain in effect until 60 calendar days after the new rates were provided to the Buyer.

The Provider will not charge or accept from the Buyer compensation for services in excess of Medicaid reimbursement rates or which is more than the Provider charges any other public governmental Buyers of equivalent services in equivalent volumes. Should the Buyer or Case Managers of the Buyer determine that the Provider is not in compliance with this obligation, the Provider may be charged a penalty of 10% of the difference for each instance of overcharging. Any changes in Medicaid rates shall be brought to the Buyer's attention, in writing, within five business days by the Provider. The Provider shall immediately notify the Buyer if the rates or fees contained in any PSO are lowered during the period covered by the PSO, whereupon, the Buyer shall be entitled to require the Provider to amend existing PSOs to conform to the lower rate(s). Mileage reimbursement shall be no greater than the applicable IRS mileage rate. The Provider guarantees that any cost incurred pursuant to this Contract shall not be included or allocated as a cost of any other federal, state, or locally-financed program.

## **6. Payment and Invoices.**

**Please note specific requirements also contained in Addendum A, B, and C.**

- A. **Invoices.** The Provider shall invoice the Buyer each month for all services rendered to a child pursuant to the PSO. The Provider shall also provide the required documentation as described in Section 11 of this Contract and as provided in the service-specific addenda. The Buyer shall receive the Provider's monthly invoice within **10 days** of the last day of the month in which the service was provided.
- B. **Delivery of Invoices.** The Provider shall choose **one method** of delivery for invoices and required service documentation, **either by mail or e-mail** to both the Buyer and the Case Managers of the Buyer. The Provider shall mail or email the Buyer invoices and required documentation to the address provided in Section 27 of this Contract.
- C. **Invoice Requirements.** The Provider's invoice shall specify the unit rate for the service rendered, the number of units provided or portion of units provided, and to whom the authorized services were provided. Total fees to be paid for each individual child shall be specified in the PSO. The Provider's invoice shall list the services provided and shall specify the name of the child to whom each service was provided. The Provider shall bill the Buyer for the actual number of hours and 15-minute increments of service provided to the child. The amount billed for services shall not exceed the amount agreed upon in the PSO authorizing services to the child for whom the service was provided. The Provider agrees to bill and the Buyer agrees to pay for only those services provided to the child as authorized by the PSO for a specific child. Invoices that exceed the amount authorized by the PSO will not be processed for payment. The Provider is responsible for providing an accurate invoice and required documentation in the time frames indicated in this Contract. The Provider shall send all invoices and required service documentation to both the Buyer and the Case Manager of the Buyer. Invoices and required documentation sent to the wrong address, or only to the Case Manager of the Buyer, must be resubmitted to the Human Services Office in the timelines established in this Contract. The Provider will receive one courtesy notification from the Buyer requesting a corrected invoice or missing documentation needed to process payment for services. Documentation not received by the notification deadline will result in non-payment of the invoice.
- D. **Failure to Submit Invoices; Incorrect Invoices.** In no case, shall the Buyer be obligated to pay for services rendered to a child when the Provider fails to submit an invoice and/or required service documentation to the Buyer for such services within 45 days of the date of the service or if incorrect invoices are not corrected within 15 days of receiving notification of an incorrect invoice. All invoices for the month of June shall be submitted by July 10 for payment; any invoices received after July 10 will not be paid. The Buyer may refuse to pay for any services, which are not consistent with the treatment plan, or the definition of the services set out in the PSO, or provided to the reasonable satisfaction of the Buyer or the

Case Manager of the Buyer. The Buyer also may refuse to pay for any services when the Provider refuses or fails to provide the documentation required under this Contract.

#### **7. Billing Errors.**

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 30 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 as to why no error exists within 30 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 30-calendar day limit, then the Buyer shall not be obligated to make payment upon any disputed portion of the invoice.

If the Provider determines that the payment received for services invoiced was an overpayment, the Provider shall notify the Buyer immediately and issue a refund payment within seven days. Where the determination of overpayment is made initially by the Buyer, the Provider shall issue a refund payment within ten days after the Buyer's request.

#### **8. Licensure.**

Virginia law requires any service requiring licensure by a state agency that provides child services (Virginia Department of Social Services, Behavioral Health and Developmental Services, Juvenile Justice, Medical Assistance Services, and Education) can only be rendered by a Provider licensed for those particular services. The Provider represents and warrants that it duly holds all necessary licenses required by local, state, and federal laws and regulations, and will provide proof of such licensure to the County of Stafford Human Services office upon execution of this Contract. In addition, the Provider will submit to the Buyer updated and/or renewed licenses that expire during the term of this Contract within 30 days of receipt of the renewed license. The Provider agrees that it will maintain its required licensed status and will notify the Buyer in the event that such licensing is suspended, conditioned, withdrawn, or revoked. The Provider agrees that such suspension, condition, revocation, or withdrawal shall constitute grounds for immediate termination of this Contract and the Buyer shall have no further obligation to pay the Provider for services.

#### **9. Program Outcomes.**

The Provider shall submit to the Buyer annual program outcome reports on or before December 31<sup>st</sup> for the previous fiscal year. The Provider shall submit one report per licensed program. Each program outcome report shall indicate and measure the Provider's intended program outcomes and shall not be client or Buyer specific. Refer to Attachment B Program Outcomes.

#### **10. Documentation Requirements and Appearances.**

- A. Initial Treatment Plan.** The Provider shall submit to the Buyer and the Case Manager of the Buyer the Initial Treatment Plan (the "Plan") within thirty days of the start of services. The Provider shall immediately submit written progress reports to the Case Manager of the Buyer indicating any significant deviations from the anticipated progress agreed to by the Provider and the Buyer in the Individual Family Service Plan (IFSP) for a child under the supervision and authority of the Buyer upon becoming aware of such deviation. The Provider shall also submit progress reports for each child under the supervision or authority of the Buyer to the **Buyer's Case Manager. If the Provider fails to provide progress reports for a child according to the timeline agreed herein, the Buyer may withhold payments to the Provider for that child until such reports are received.**

The Plan shall include, but not be limited to, the goals and objectives and the specific measures required to fulfill the listed objectives. The Plan shall identify obstacles such as behaviors, beliefs, and practical realities that could negatively affect the child's achievement of each of the listed goals and objectives. The Provider shall identify the obstacles noted in the assessments and evaluations performed on the child. The Provider shall detail the child's progress in achieving the goals set forth in the Plan in the progress reports submitted to the Case Manager by the Provider. The Provider's progress notes shall chronicle the course of care for the child and provide a timeline for the completion of each goal and objective. Changes in a target date shall be clearly noted in the progress notes.

- B. **Audit.** 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 three years after any final payment 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. In the event an audit shows that Provider expended or received Buyer's funds improperly, Provider shall provide full restitution to Buyer.
- C. **Meeting Attendance.** It is understood that in the course of the provision of services, the Provider's staff will be called upon by the Buyer's Case Manager to appear for Family Assessment and Planning Team (FAPT) meetings, and may be called upon for court proceedings and/or CPMT meetings. Electronic participation may be available, if appropriate, upon the request of the provider within the electronic participation policy adopted by the CPMT. All staff of the Provider participating electronically in FAPT will sign the Electronic Participation Agreement which will need to be completed prior to the FAPT meeting. Information to be provided at hearings or meetings may include but is not limited to, assessment, evaluations, recommended services, services provided, and the progress resulting from service interventions. The staff representative of the Provider shall be knowledgeable of the child's current status and treatment goals. Neither the Provider nor the Provider's staff will receive additional compensation for attendance or transportation to/from any meeting or court hearing that the staff member was not subpoenaed by the court to attend. In cases where the Provider's staff was subpoenaed to appear at a court hearing, the Provider will receive payment based on actual testimony and waiting time, but will not include mileage or travel costs. Payment will be made in accordance with the established hourly rate set forth in the PSO. The Case Manager of the Buyer will make every attempt to notify the Provider well in advance of the Provider's requirement to appear at court hearings and meetings. Should the Provider not attend one of the scheduled appearances, when given at least 48 hours prior notice, the Buyer shall deduct 10% from the monthly invoice for that child for the month the meeting occurred. The Provider will send a written explanation to the Case Manager of the Buyer and the FAPT members in cases where a staff representative is unable to attend a meeting or court proceeding, with proper prior notice.

### **11. Access to Records.**

The Buyer shall have access to records or documentation kept by the Provider regarding the specific services provided under the PSO and this Contract. The Provider shall submit such records or copies of such records to the Human Services Office within seven days of the request for records. The Buyer shall also have access for on-site visits to any facility under this Contract.

### **12. Reporting Requirements.**

The Provider agrees to timely report to the Buyer all reportable incidents, as defined below, involving a child under the supervision or authority of the Buyer. A reportable incident ("Reportable Incident") shall mean any of the following occurrences:

- A. Acts of aggression toward staff or peers;
- B. Property destruction;
- C. Any known criminal violence;
- D. Off grounds or out of sight or supervision for more than two hours or an Absence Without Leave (AWOL) after three hours;
- E. Non-compliance with medication or errors in medication;
- F. In-school or out-of-school suspension;
- G. Suspicion of drug use, testing positive for drug use, or any known incidents of drug use;
- H. Suspicion of sexual activity or any known sexual activity with staff or another child being serviced by the Provider;
- I. Any medical condition resulting in a trip to the emergency room or hospital;
- J. Any acts of non-accidental self-harm behavior including suicidal gestures;
- K. Termination from the employment of a child being served by the Provider;
- L. Incidents of contact or visitation from family members or others without the Buyer's approval; and
- M. Any incident the Provider believes warrants the removal of the child from the Provider's facility.

The Provider shall provide oral notice of the Reportable Incident by speaking to or leaving a message for the child's Case Manager and parent/legal guardian within eight hours of the occurrence of a Reportable Incident and shall follow the oral notice with a written report of the incident within 24 hours after the occurrence of such Reportable Incident. The requirement of an oral notice shall be satisfied by a telephone call to the child's Case Manager's direct telephone line and parent/guardian notifying of the reportable incident. In the event the telephone call is not answered, the requirement shall be satisfied by leaving the oral report on the voicemail of the Case Manager's direct line, and parent/guardian voicemail. The requirement of a written report shall be satisfied by sending a report via facsimile, email, or hand delivery to the child's Case Manager, the Human Services Office, and the child's parent/guardian.

The written report of the Reportable Incident shall provide a factual, concise account of the incident and include the name of the Provider; the name of the person completing the form; date and time of the serious incident; date of the report; child/youth's name, age; where the incident occurred, description of the incident (including what happened immediately before, during and after the incident); names of witnesses; action taken in response to the incident; names/agencies notified (family, legal guardian, child protective services, medical facility, police); recommendation for follow-up and/or resolution of the incident; signature of the person completing report; and Provider's 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.

The Provider shall immediately report to the state Child Protective Services Hotline any and all occurrences of an incident of AWOL or a medical emergency that requires consent for the treatment of surgery if the child is in foster care.

### **13. Other Agreements.**

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

### **14. Subcontracting.**

The Provider shall not enter into any subcontract for any 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. The Buyer shall not reimburse the Provider more than the Provider was charged by the subcontractor without written explanation to and approval by the Buyer. Provider shall ensure all subcontractors are accountable to the same standards as required of Provider's employees.

In no case shall the Provider subcontract without prior approval from the Buyer when the subcontractor is not paid directly through the Buyer; the subcontractor shall Contract with the Buyer directly prior to any services being authorized. In the event the Provider authorizes the subcontractor to provide services without authorization of the Buyer, the Provider will be responsible for payment without compensation from the Buyer.

### **15. Independent Contractor.**

The relationship between the Buyer and the Provider is solely that of an independent contractor, neither the Provider nor its employees, assignees, or subcontractors shall be deemed employees of the Buyer while performing under this Contract.

### **16. Insurance.**

The Provider shall be responsible for its services and every part thereof and for all personnel, materials, tools, equipment, appliances, and property of all description used in connection therewith. The Buyer shall in no event be responsible for any direct or indirect damage or injury to the property or persons used or employed by the Provider on or in connection with the services contracted for, or any damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract. It is

understood that all persons providing services under this Contract are not employees of the County and are solely the employees of the Provider or appropriate vendors, or subcontractors.

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 canceled without 90 days written notice to the Buyer. The following insurance is required:

- A. **Commercial General Liability Insurance-** The provider agrees to maintain comprehensive general liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 general aggregate which shall insure against all claims, lost cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of the performance of the Provider, its subcontractors, its officers, and employees, under this Contract.
- B. **Workers' Compensation and Employer's Liability Insurance-** The Provider agrees to maintain (i) statutory Workers' Compensation and (ii) Employers' Liability insurance in limits of not less than \$500,000 to protect the Provider from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
  - Workers' Compensation is not required because the Provider does not meet the Virginia statutory requirements** (Virginia law requires that an employer who regularly employs more than two part-time or full-time employees carry workers' compensation. If a business hires a subcontractor to perform the same trade, or business occupation, or to fulfill a contract, the subcontractor's employees are included when determining the total number of employees for coverage requirements. If the total number of employees is more than two, workers' compensation is required. Workers' compensation is mandatory for those employers who meet the requirements under the law.)
- C. **Automobile Liability Insurance-** If applicable to this Contract, the Provider agrees to maintain Automobile liability insurance- shall be at least \$1,000,000.00 combined single limit applicable to Provider-owned, non-owned, borrowed, leased. or rented vehicles used in the performance of any work under this contract.
- D. **Professional Liability Insurance-** If applicable to this Contract, the Provider agrees to maintain during the term of this Contract professional liability insurance or medical malpractice insurance in the limits of \$1,000,000 per occurrence.

The Provider agrees to provide insurance through self-insured programs or by companies acceptable to the Buyer and authorized to do business in the Commonwealth of Virginia.

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.

## **17. Indemnity.**

The Provider shall indemnify, defend, and hold harmless the Buyer, Stafford County, the CPMT, Stafford County School Board, Stafford County FAPT, and their officers, agents, employees, and volunteers 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. Buyer assumes no responsibility or liability for any damages suffered by Provider by reason of the willful or malicious destruction of or damage to any property of Provider by any client. Provider shall not seek or demand reimbursement or payment of any such damages from Buyer.

## **18. Supervision.**

The Provider shall regularly supervise its personal care staff to ensure effective and appropriate care to each service recipient. Supervision shall be documented regularly. The Provider shall submit such records or copies of such records to the Human Services Office within seven days of the Buyer's request for records.

## **19. Confidentiality.**

All information obtained through the performance of this Contract is to be treated as confidential information. The Provider shall not use any information obtained during the performance of this Contract in any manner except as necessary to properly discharge its obligations. The Provider shall maintain the confidentiality of all information regarding clients in accordance with any applicable statutes, rules, and regulations regarding such information. All Provider personnel having access to information pertaining to individuals receiving services shall complete and sign a non-disclosure agreement. The non-disclosure agreement can be in whatever form deemed acceptable by the Provider. Both parties further agree that this information shall be safeguarded in accordance with the Code of Virginia, as amended, and any other relevant provisions of relevant state and federal laws.

## **20. Non-Appropriation or Denial of Funding.**

- A. All payments under this Contract are subject to appropriation by the Commonwealth of Virginia and the Stafford County Board of Supervisors. In the event the Stafford County Board of Supervisors fails to appropriate adequate funds for the Contract, the Buyer shall give written notice by certified mail of such non-appropriation, and the obligation of the Buyer to pay for service shall terminate 30 days after the Buyer sends this notice. Buyer will be obliged to pay Provider for all services performed prior to termination but shall have no obligation to pay for any unperformed services.
- B. Due to the need to ensure that the best interests of the child/youth are met, upon receipt of notice by the Provider that Medicaid or other non-CSA funding is to be discontinued, the Provider **shall immediately notify the Buyer's Case Manager and the Human Services Office staff no later than the next business day via telephone and then promptly in writing.** The Case Manager and Human Services Office staff will assess the situation and may bring the case before the FAPT and CPMT to review the IFSP/case service plan. The Provider will be notified in writing regarding the status while awaiting a final decision. For congregate care placements, all requirements in the corresponding addenda shall be followed regarding Medicaid funding.

## **21. 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 to the Buyer all verbal or written information or documents within its control relevant to such complaint.

## **22. Termination.**

The failure of the Provider to substantially comply with its responsibilities under this Contract or any actions, which in the opinion of the Chairperson of the CPMT shall constitute a physical threat to the physical or mental health, safety, or well-being of a child or the family, shall constitute a default under this Contract; and upon written notice to the Provider, this Contract shall immediately terminate. This Contract shall automatically terminate in the event that the Provider fails to maintain any license, certificate, or registration required to provide professional services specified in this Contract. This Contract shall automatically terminate if the Provider fails to maintain the insurance coverage as required in Section 16 of this Contract. If the Provider fails to maintain any required license, certificate, registration, or insurance coverage as required in Section 16 of this Contract, the Provider shall immediately give the Human Service Office notice of such lapse. The Provider shall submit to the Buyer a current copy of their license yearly, as well as when their license is renewed. This Contract can only be terminated by either party with just cause or violation of Contract agreements; whichever party is requesting the termination must submit a termination of Contract request in writing to the other party stating the justification for the termination.

The Case Manager of the Buyer will seek a change in service Providers if services are being contracted and this Contract is terminated. The Provider will be notified, in writing, of the Buyer's discharge plan for services and



payment.

**23. Nondiscrimination.**

Neither the Provider nor any subcontractor shall discriminate against employees or applicants for employment or deny any individual any service or other benefits provided under this Contract pursuant to all requirements of the National Civil Rights Act of 1964, as amended. Additionally, Provider shall comply with Virginia Code §§ 2.2-4201 and 2.2-4311 (prohibiting employment discrimination), 2.2-4311.1 (prohibiting knowing employment of unauthorized aliens), and 2.2-4312 (requiring a drug-free workplace), said provisions are incorporated herein as if stated in its entirety.

**24. 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 and organizations. The Contract shall be governed in all respects, whether as to the validity, construction, capacity, performance, or otherwise, by the laws of the Commonwealth of Virginia. Any legal action arising out of or in connection with the parties' contractual relationship shall be commenced and prosecuted in the state or federal court presiding over and within Stafford County, Virginia. The Provider accepts the personal jurisdiction of any court in which an action is brought pursuant to this Contract for the purposes of that action and waives all defenses to the maintenance of such action.

**25. Force Majeure.**

Neither party hereto shall be held responsible for delay or failure to perform under this Contract 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.

**26. Assignment.**

The CPMT reserves the right to assign its rights and obligations under this Contract to any other jurisdiction which may become responsible for the services to any child under the CSA.

**27. Notices.**

Any notice required by the terms of this Contract shall be deemed duly given when delivered as follows:

Notice to **BUYER** shall be sent by First Class mail to the contacts listed below.

<b>Notice To</b>	<b>Contact</b>	<b>Email</b>	<b>Phone Number</b>
Buyer/Contractual Compliance	Stephanie Ball	<a href="mailto:sball@staffordcountyva.gov">sball@staffordcountyva.gov</a>	540-658-4619
Billing Matters	Sarah Elliott	<a href="mailto:humanservices@staffordcountyva.gov">humanservices@staffordcountyva.gov</a>	540-658-5149
Fiscal Agent	Donna Krauss	<a href="mailto:dkrauss@staffordcountyva.gov">dkrauss@staffordcountyva.gov</a>	540-658-4622
Mailing Address: Stafford County Human Services Office P.O. Box 339 Stafford, Virginia 22555-0007 Fax: 540-658-1097 Email: <a href="mailto:humanservices@staffordcountyva.gov">humanservices@staffordcountyva.gov</a>			

Notice to **PROVIDER** shall be sent to:

Name:
Address:
Phone:
FAX:
Email:

**28. Miscellaneous.**

- A. **Amendment.** This Contract constitutes the entire understanding between the Provider and the Buyer and may be amended only by a separate written instrument signed by both the Provider and the Buyer.
- 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 and Contract of the entire understanding between the Provider and the Buyer regarding those terms.
- C. **Order of Precedence.** Where there exists any inconsistency between the provisions of this Contract and the provisions of other documents that have been incorporated into this Contract by reference or otherwise, the provisions of this Contract shall control.
- D. **Prior Agreements.** This Contract supersedes all payment provisions in placement agreements or any prior agreements that may be in effect between the Provider, Buyer, and Stafford County CPMT.
- E. **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.
- F. **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.
- G. **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.
- H. **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.
- I. **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.
- J. **Binding.** No document other than these general terms and conditions and a PSO executed by both Buyer and Provider shall bind or obligate Buyer to the Provider unless such document is signed by the Stafford County Human Services Manager and the Provider.

IN WITNESS WHEREOF the undersigned have voluntarily signed this Contract.

**BUYER**

**STAFFORD COUNTY HUMAN SERVICES OFFICE**

By \_\_\_\_\_ Date: \_\_\_\_\_

Stephanie R. Ball  
Human Services Manager

**PROVIDER**

\_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## **Addendum A**

### **Special Education and Related Services**

#### **Specific Terms and Conditions**

**Obligations:** All obligations of the Provider pursuant to the Commonwealth of Virginia (or the Provider's state) and federal special education laws and regulations are incorporated herein by reference as well as all regulations of the Stafford County Public Schools (SCPS).

**Provider Status:** The Provider shall maintain its status as a school approved by the Commonwealth of Virginia (or provider's state) State Board of Education and shall notify the Buyer promptly in the event that such approval is withdrawn, revoked, or threatened to be withdrawn or revoked. Such withdrawal or revocation shall immediately terminate this Contract without financial obligation on the part of the Buyer to pay the Provider's invoices subsequent to the loss of the approved status. The Provider shall maintain that all teachers hold a valid teaching license issued by the Virginia Department of Education (VDOE) and are teaching within their endorsement area. A certified copy of such licenses or an attestation on company letterhead certifying that teachers are licensed by VDOE and are teaching within their endorsement area shall be provided to the Buyer.

#### **Attendance:**

##### **Unexcused Absences**

The Provider shall maintain individual monthly attendance records which shall be submitted with monthly invoices to both the Buyer and the Case Manager of the Buyer. If a student has an **unexcused** absence for three (3) consecutive school days, the Provider shall notify the Buyer and SCPS staff at such time when/if the student returns to placement within 72 hours.

##### **Buyer Responsibility**

The Buyer, when properly notified, will pay for no more than three (3) **unexcused** absences per month, per student. The Buyer will work with SCPS staff if additional community resources are needed to support student attendance.

##### **School Responsibility**

SCPS staff will work with the Provider and family to determine the reason/s for the unexcused absences. SCPS staff will work with the Provider and family to determine if additional community resources are needed to support student attendance.

##### **Provider Responsibility**

The Provider shall report to the Buyer and SCPS staff of unexcused absences following the 3<sup>rd</sup> consecutive absences or three (3) unexcused absences within a month; the Provider shall investigate the reason for the absence and include this information with the report.

The Provider shall notify the Buyer and SCPS staff at such time when/if the student returns to placement within 72 hours. Should the Provider fail to notify the Buyer and SCPS staff of the unexcused absences within the timeframes allotted in this Addendum, the Buyer is not obligated for payment of those unexcused absences.

The Provider will work with SCPS staff and the family to determine if additional community resources are needed to support student attendance.

### **Acute Hospitalization**

If a child is **authorized** for a service in an acute care setting or setting in which the child is unable to participate in his/her special education placement, that placement will be held for the child no more than 72 hours. Such absence shall be reported as stipulated in the Contract or this addendum.

The Provider may not charge the Buyer for any additional days if the student does not return to the educational placement within 72 hours.

In instances where the student is placed in the Commonwealth Center for Children and Adolescents or the Juvenile Detention Center, payment for services will not be authorized during their stay beginning on the first school day they are placed in the facility as these entities have educational jurisdiction.

### **Inclement Weather/Unplanned Closures**

The Provider shall notify the Buyer of all inclement weather or unplanned closures within 24 hours of the closure. In the event of inclement weather or other unplanned closures, the Provider shall not charge the Buyer for any school days that the Provider will not be making up. The Buyer will not pay for make-up days scheduled on Saturdays or Stafford County Public School holidays when the student does not attend. The Provider will submit to the Buyer a school year calendar to include make-up days due to inclement weather or other school closings. The school calendar will be considered part of the Contract and accepted by the Buyer. Once approved, changes shall not be accepted without a written request from the Provider to the Buyer and written approval of the change/s from the Buyer

The Buyer is not obligated to revise the Purchase of Services Order, once it has been signed by the Provider, due to inclement weather or other school closings planned or unplanned.

### **Virtual Instruction:**

All Providers offering virtual instruction shall provide a virtual instruction plan with this Contract and shall include, but not be limited to the following: how the virtual instruction is offered, who will provide the instruction, how the student will access it, how the virtual instruction is communicated to the student/family, how is the virtual instruction monitored, and the daily rate. The Provider will inform the Buyer when a student is receiving the virtual instruction and will provide attendance/participation with the monthly billing. All absences shall be reported as specified in the Attendance section of this Addendum A.

### **Billing and Services**

Services authorized on a Purchase Order by the Buyer and agreed to by the Provider shall be implemented as executed with the Purchase Order and in accordance with the Individual Education Program (IEP) written by the SCPS

To the extent that any charges are billed to the Buyer on a per session or per treatment basis, the Buyer shall have no obligation to pay amounts charged for sessions (days) or treatments that a student does not receive for any reason, including, without limitation, absence or illness

If at any time the Provider is unable to provide the services as authorized within the executed Purchase Order the Provider shall notify the reason for the discrepancy and the plan to ensure the services are provided to SCPS staff and the Buyer. This Shall be done immediately upon awareness of the discrepancy by the Vendor.

The Provider agrees that its submission to the Buyer of any invoice on which charges are billed on a per session (day) or per treatment basis constitutes its certification that all services for which payment is requested thereby have been provided to the SCPS student identified therein. The Provider will submit service logs for all related services to include dates/times the services occurred. Invoices may not be paid until all logs have been received. Any amounts paid by the Buyer pursuant to the Contract which the Buyer subsequently determines to be inappropriate for any reason, including without limitation, those services not provided, may be offset against any other amounts to be paid to the Provider by the Buyer.

**Withdrawal:** To provide a successful transition and appropriate receiving program, any anticipated change in the

student's placement shall be discussed with the Provider, a SCPS representative, and the parents or legal guardian of the student. Once the student has been withdrawn, notifications shall be sent to the Buyer. The Provider shall give the Buyer 14 days prior notice of an unscheduled discharge due to unsuccessful progress within the program.

In the event that a student is placed with the Provider for a period that is less than the full school year, the amount to be paid shall be prorated based on the actual number of school days the student received educational services.

**Reports:** The provider shall submit written serious incident reports within 48 hours of an incident. The Provider agrees to provide timely responses to inquiries made by the Human Services Office staff of all material information concerning the student(s) covered by the Contract or this Addendum, including, without limitation, any change in the residence address of the students, parents, or legal guardians.

**Individualized Education Program:** 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 Provider forms the opinion that the instruction or program provided to any or all of the students concerned by the terms of the Contract or this addendum is inappropriate for such student(s), the Provider shall promptly notify the SCPS and the Buyer. At such time, if advisable by SCPS, an agreement for an IEP conference to consider a modification to the IEP can be made.

**Rate Negotiation:** To the extent that any charges are billed to the Buyer on a per session or per treatment basis, the Buyer shall have no obligation to pay amounts charged for sessions or treatments that a student does not actually receive for any reason, including, without limitation, absence or illness. The Provider agrees that its submission to the Buyer of any invoice on which charges are billed on a per session or per treatment basis constitutes its certification that all services for which payment is requested thereby have been provided to the SCPS student identified therein. Any amounts paid by the Buyer pursuant to the Contract which the Buyer subsequently determines 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.

**Related Services Documentation:** For any student receiving related services i.e. occupational therapy, speech therapy, and/or counseling the Provider shall submit to the Buyer a monthly service log. The log shall include the date and hours for each session. This service log shall be submitted monthly with the monthly invoicing. Units not utilized in the month they were authorized will not be carried over without a written request from the Provider at the time of monthly billing. Once an invoice has been paid all unused units will be unencumbered.

**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, certain field trips, community-based supports, and behavioral support services.

**Students who qualify for Free Lunches:** The Provider agrees to adhere to the USDA guidelines when serving nourishment to youth receiving free and reduced lunch. The Provider shall provide a copy of the menu to the Buyer. The Provider shall not charge the Buyer more than the reimbursement rate for the free and reduced lunch as outlined by SCPS.

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Stephanie R. Ball  
Human Services Manager

Date

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Provider

Date

## Addendum B

### Therapeutic Foster Home Services/Residential Treatment Services/Group Home Services

#### Specific Terms and Conditions

The Provider agrees to all services that will be provided as follows:

**Room and Board:** The Provider shall provide each child/youth with sufficient space, a safe board, sanitary conditions, routine clothing, and living expenses. Special dietary needs shall be assessed and provided on an individual basis. The rates for services will be paid for the first day of services provided to the placed child. The rates for services will not be paid for the day of discharge from the facility. In the event the child leaves the facility without authorization, the Provider must notify the Buyer either in writing, verbally, or telephonically of unauthorized absence by a representative of the Provider in a timely manner, but no later than 24 hours after the unauthorized absence. The Stafford County case manager and the parent/guardian of the child/youth shall also be notified either in writing, verbally, or telephonically of the absence within eight hours of the unauthorized absence. The Provider shall not be required to maintain a child's/youth's placement for more than 72 hours following the beginning of an unauthorized absence without written agreement from the Buyer to hold the placement. The Agreement to hold the placement will be initiated following the direction of the Buyers case manager to the Buyer. Should the Provider fail to notify the Human Services Office staff of the unauthorized absence within the timeframes allotted in this Addendum, the Buyer is not obligated to payment for the unauthorized absences.

**Therapeutic Foster Parents:** Services provided by the Provider's specially trained foster parents (TFP) to meet the special needs of the children placed in the TFP's home include, but are not limited to, assistance in the development of treatment plans for each special need's child/youth, implementation of the treatment plans under the supervision of the Provider's staff, and routine transportation. Routine transportation includes to and from community activities, school, recreation/leisure time activities, and therapy.

**Staffing:** The Provider shall invite the Buyer's Case Manager of the child/youth, to each quarterly meeting. The child's/youth's family, when deemed appropriate by the Case Manager of the Buyer, and the Case Manager of the Provider, will also be invited to each child's quarterly meeting.

**Individual Counseling/Therapy:** Individual counseling/therapy shall be provided in accordance with the child's Individual Family Service Plan (IFSP) by a licensed clinician or by an individual supervised by a licensed clinician. The frequency of such counseling/therapy shall be determined on a specific basis and shall be approved by the case manager of the placing agency prior to its initiation.

**Group Counseling/Therapy:** Group counseling/therapy shall be provided in accordance with the child's IFSP by a licensed clinician trained in group dynamics or by an individual supervised by a licensed clinician trained in group dynamics. The frequency of such counseling/therapy shall be determined on a child-specific basis and shall be approved by the Case Manager of the placing agency and the Stafford County Family Assessment and Planning Team (FAPT) prior to its initiation.

**Family Counseling/Therapy:** Family counseling/therapy shall be provided in accordance with the child's IFSP by a licensed clinician trained in family counseling/therapy or by an individual supervised by a licensed clinician. The family counseling/therapy shall incorporate family members as appropriate. The frequency of counseling/therapy shall be determined on a child-specific basis and shall be approved by the Case Manager of the placing agency prior to its initiation.

**Family Visitation:** The Provider shall plan and schedule visits of the child with the family, relatives, and/or others according to the Provider's treatment plan and with the knowledge and concurrence of the Case Manager of the placing agency.

**Residential/Group Home Socialization/Recreation:** The Provider shall make available socialization and recreational 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 case manager of the placing agency for each child. 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.

**Authorized Absences in an Acute Care Setting:** If a child is authorized for a service in an acute care setting or setting in which the child is unable to participate in his/her therapeutic foster care/residential/Group Home placement, that placement will be held for the child no more than 72 hours without prior written approval from the Buyer. Such absence shall be reported as stipulated in the Contract or this addendum. Should the Buyer agree to continue payment during the absence, such payments shall be made in accordance with a separate written agreement between the Buyer and the Provider. The Agreement to hold the placement will be initiated following the direction of the placing agency to the Buyer.

In instances where the student is placed in the Commonwealth Center for Children and Adolescents or the Juvenile Detention Center, payment for services will not be authorized during their stay beginning on the first day they are placed in the facility as these entities have educational jurisdiction

**Residential/Group Home Medical/Nursing:** Overall medical treatment of the youth is coordinated by the nursing staff. Nursing staff shall provide the scheduling, coordinating, and monitoring of medical treatment, 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. All of these services shall be supervised by a medical doctor.

**Payment through Insurance:** The Provider agrees to accept the family's insurance, Virginia Medicaid, or Family Access to Medical Insurance Security Plan (FAMIS) for payment of services, provided that the Buyer obtains permission and signature from the parent or legal guardian of the child. Children's Service Act (CSA) funds shall not fund services covered by the above form of insurance if that insurance is made available to pay for services. In instances where the child/youth is placed through a parental agreement or an Individual Education Plan (IEP), medical services not covered through insurance or Medicaid is the responsibility of the parent/guardian. When all or any portion of the services rendered by the Provider hereunder are covered by an insurance policy, Medicaid, or FAMIS, the Provider shall submit claims for such service to the insurance company holding such policies. The Buyer shall pay the remaining balance due, if any, within 45 days after the Provider furnishes satisfactory evidence to the Buyer that the payment by the insurance company is the full amount. If the Provider receives Virginia Medicaid or FAMIS payments for services rendered under this Contract, such payments shall constitute payment in full for these services.

**Provider Medicaid Services:** The Independent Assessment, Certification, and Coordination Team (IACCT) process shall be followed according to the Virginia State-designated entity managing the IACCT process. In Stafford County, the Rappahannock Area Community Services Board is the coordinator for the IACCT process. Accordingly;

**Provider shall:**

- A. Notify the Buyer when a child is approved or denied for Medicaid. Such notice is required by fax at 540-658-1097 within 24 hours after the Provider receives notice from the managing entity that the child is approved or denied.
- B. The Provider will notify the Buyer and the Case Manager of the Buyer if documentation for preauthorization or continued stay has not been received or if more documentation is needed by the managing entity for approval of services within 24 hours of receiving the notification from the managing entity.



- C. Complete the continued stay review forms for the managing entity as dictated by the IACCT process. Prepare and implement the managing entity billing. Billing the managing entity for Medicaid-covered services and invoice the Buyer for non-Medicaid eligible services according to Section 6 of the Stafford County CSA Purchase of Services Contract.
- D. Ensure that its physicians and other professional services referred to the Buyer are enrolled in Medicaid and provide the Buyer with the Medicaid number of those individuals on staff or under subcontract who provide services to the Buyer's clients.
- E. Notify the Buyer and the Case Manager of the Buyer when the child no longer meets the Medicaid reimbursement criteria and the managing entity no longer authorizes payment for the child. Such notice is required by fax to 540-658-1097 or email humanservices@staffordcountyva.gov within 24 hours after the Provider receives notice from the managing entity that it will no longer make payment. If the Provider fails to notify the Buyer and the Case Manager within the timelines specified in this Contract, the Buyer is not obligated to pay for the denied services. In the event of a Medicaid denial, the Provider shall submit documentation for an appeal. **While in the appeal process, the Buyer will not submit payment for those services until the full appeal process is completed and the denial is upheld and a final letter of denial has been received by the Buyer and the case manager of the Buyer.**
- F. The Provider shall continue to submit continued stay reviews to the managing entity even if the managing entity has previously denied services. The Provider is responsible for submitting all Medicaid preauthorization documentation and continuing stay documentation within the timeframes required by Medicaid. If a Provider fails to submit this information in a timely manner in order to receive Medicaid reimbursement, the Provider is financially responsible and shall not be eligible for reimbursement from the Buyer. Should the Medicaid denial be related to the failure of the Provider to meet the service requirements of continuing stay criteria, the Buyer will not be responsible for payment.
- G. Develop the Comprehensive Individual Plan of Care for the child within 14 days of placement, and review that plan every 30 days and according to the managing entity standards.

**For Medicaid youth, the Buyer shall:**

Contingent on the IACCT process being completed and recommendation made to pursue residential treatment:

The managing entity as a part of the IACCT process will provide a Certificate of Need (CON) and the IACCT assessment within one calendar day to the facility selected.

As part of the preauthorization process, the case manager of the Buyer will include; the youth's Medicaid number, and the most recent Child and Adolescent Needs and Strengths Assessment (CANS).

- A. The CANS shall be completed within 90 days prior to the placement and every three months thereafter and shall be submitted to the Provider in a timely fashion to enable the Provider to submit "Continued Stay Review" forms to the managing entity contractor prior to the expiration of the authorization period.
- B. A signed rate certification form for each child eligible for Medicaid reimbursement is provided by the Provider

**For NON-Medicaid youth the Buyer shall:**

Contingent on approval by the CPMT for residential treatment:

Upon admittance Medicaid eligibility/local DSS processing can take up to 45 days; Medicaid eligibility is determined after 30 days in placement. Buyer will not make payment for those services covered by Medicaid during the month in which the eligibility will begin.

If the family has **not** been approved for placement through the IACCT process:

The case manager of the Buyer will submit:

- A. The most recent CANS completed within 90 days prior to the placement and every three months thereafter.
- B. A signed rate certification form indicating that the youth is not eligible for Medicaid.
- C. A Placement Agreement provided by the Buyer indicating the length of the placement as approved by the Stafford County CPMT.

**Multi-Cultural Services:** Any service or program available shall be provided to the child/youth and/or their families in their native language and/or service or program developed using the knowledge of the cultural heritage of the client.

**Educational Services:** The Provider shall meet the educational needs of the child 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, alternative education, and special education.

**Transitional/Discharge Services:** The Provider shall work closely with the child, parents, or future custodians of the child, and with the case manager of the placing agency for purposes of planning, counseling/therapy, visits, training, or discharge planning. The Provider shall give the Buyer 14 days prior notice of an unscheduled discharge due to unsuccessful progress within the treatment plan. Should the youth exhibit unsafe behaviors which require emergency medical care, the Case Manager/parent/guardian should be notified. It is the expectation of the Buyer that the youth be considered for re-admittance unless inappropriate and the youth requires alternative placement.

**Independent Living:** Independent living is to assist the youth in transitioning to adulthood and to enable him/her to function independently. It may include life skills training/counseling; supervised living; career/vocational counseling; mentoring programs; employment-related services; and any other services that will assist the youth in transitioning to adulthood.

**Communication:** The Case Manager of the Buyer shall return telephone calls from the Provider within 48 hours. If a return call is not made within 48 hours, the Provider shall telephone the Case Manager's supervisor.

**Other Services:** Services not otherwise provided for herein, but necessary for the care/treatment of the child, shall be provided upon the approval of the Buyer, in writing, and in accordance with the child's IFSP, IEP, or other treatment plans.

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Stephanie R. Ball  
Human Services Manager

Date

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Provider

Date

## Addendum C

### Standards for Home-Based and Mentoring Services

#### Specific Terms and Conditions

The Standards for Home-based and Mentoring Services (Standards) shall be put into place for any agency providing any type of home-based and/or mentoring services for cases reviewed by the Stafford County Family Assessment and Planning Team (FAPT) to include, but not limited to; intensive in-home counseling, home-based counseling, parenting programs, crisis intervention, ABA therapy, Family Functional Therapy, Multi-Systemic Therapy, and therapeutic mentoring.

**Home-based Services:** It is the expectation that all agencies providing home-based services are licensed with the Department of Behavioral Health and Developmental Services (DBHDS) or are an independently licensed provider pursuant to Virginia Code § 37.2-403, et seq.

**Case Record or Record:** The Provider shall keep up-to-date written or automated information relating to one client. The case record should include the following information; social, medical, agreements, service plans, monthly reports, correspondence relating to the services provided to the client, aftercare plans, discharge summary, and any other data related to the client.

**Emergency:** A sudden, generally unexpected occurrence or set of circumstances demanding immediate action. Emergency does not include situations that should reasonably be anticipated. The Provider and the Case Manager of the Buyer will each provide the other emergency telephone contact numbers for use during the workday as well as after hours. The Provider shall contact the Case Manager or Designee before taking significant actions. The Provider shall contact the Case Manager for prior approval contingent upon the final review and approval of the FAPT if a crisis occurs that would require service hours in excess of those approved for the month.

**Goal:** Expected results or conditions that usually involve a long period of time and are written in behavioral terms. Goals provide guidance in establishing specific short-term objectives directed toward the attainment of the goal.

**Good Cause:** Either the Provider or Buyer can show that the Standards in this Contract are not being met, the client(s) are not receiving the services that were to be implemented, and the Provider is unable to meet the requirements of the Standards.

**Hours of Service:** The Case Manager of the Buyer will provide the Provider with a copy of the IFSP developed by the FAPT. The Provider will complete an assessment with the family and, with the input of the family and case manager, determine the most appropriate number of weekly hours. Once the assessment and the hours have been determined the Provider will email a copy of the assessment that includes the recommended weekly hours, and a start date to the case manager who will relay it to the Human Services Office. This process ensures that all parties are aware of the expectation of goals, hours, and dates of service. The Provider will render the child and family with hours of service as prescribed within the PSO. Should the Provider or family be unable to fulfill the number of hours authorized by the PSO it is the responsibility of the Provider to notify the Buyer and Case Manager. In cases where service continuation is approved by the FAPT, the hours will be included on the IFSP and authorized by the PSO. Hours billed to the Buyer shall include; face-to-face contact, telephone contact, and case management. The Provider shall not charge the Buyer for costs associated with transportation, appearances at FAPT and/or County of Stafford's Community Policy and Management Team (CMPT) meetings, or court hearings where the staff member was not subpoenaed by court order to attend. All other hours will need to be authorized by the FAPT and written on the IFSP or by a separate agreement.

**Individual Family Service Plan:** The Provider shall provide services as defined in accordance with the IFSP and the Service Plan (SP) developed by the Provider. The SP shall be developed in collaboration with Case Manager, the child, the child's family, the FAPT, and the Provider. Goals shall be child-specific and family-specific and in agreement with the IFSP and the CANS assessment. Goals shall be behavior-specific and shall have measurable

objectives attached. The SP will include target dates for reaching the goals and the individuals responsible for carrying out the plan. The Case Manager must approve any proposed changes in goals and the SP.

**Policy and Procedures Manual:** Providers who provide multiple services shall have their home-based and mentoring programs addressed specifically in the policy and procedures manual.

**General Requirements:** The Provider shall exhibit full knowledge of and compliance with the Standards.

The Provider shall be able to clearly demonstrate through reporting, documentation, and appearances that their home-based and mentoring programs can provide the services requested by the Buyer.

The Provider agrees to notify the Buyer if; the Provider is unable to contact the Case Manager or the Supervisor of the Case Manager after a reasonable length of time, there is insufficient time to transition the client following notice of termination of services by the Case Manager, there are concerns or issues concerning hours authorized by the FAPT, there are issues or concerns regarding employees of the Provider which impact service implementation.

**Variations:** A temporary or permanent waiver of compliance with a standard or portion of a standard, or permission to meet the intent of the standard by a method other than specified in the standard may be requested by the Provider and approved by the FAPT when the FAPT determines: (i) enforcement will create undue hardship or (ii) mentoring/ home-based services will not be adversely affected. All variance requests must be submitted in writing to the Buyer for approval by the FAPT. Approval of requests can be temporarily approved by the Human Services Director for no more than 30 days until a FAPT determination. Providers can request variances to the standards annually with a separate written request. The denial of a request for a variance is appealable to the CPMT when it leads to the denial or revocation of approval status.

**Program Review:** The Provider will submit, with this Addendum, a written statement describing the services and objectives of the agency including a description of the target population and the program(s) offered. The Provider must be able to provide documentation upon request to the Buyer to verify compliance with services and objectives and will have a maximum of two days to supply any information that was unavailable at the time of the request. The Provider will include any program evaluation findings in the outcomes report sent annually to the Buyer.

**Personnel Records:** The Provider shall have separate and up-to-date personnel records maintained on all in-home therapists and mentors. The content in those records shall include the documentation of compliance with Virginia laws regarding child protective services and criminal history background investigations. The in-home therapist shall have documentation of educational background and/or licenses.

**Weapons/Alcohol/Drugs:** The Provider shall prohibit possession and use of firearms, pellet guns, air rifles, and any other "weapon" by mentors or in-home providers while in the presence of the client(s) unless directed by their profession. The Provider shall prohibit possession and/or use of alcohol and drugs while in the presence of all clients.

**Clinical Case Supervision:** All clinical case supervision shall be provided by a licensed eligible worker with a minimum of a master's degree in Counseling, Psychology, or Social Work, and should be provided, at a minimum, monthly to all open Buyer's cases. Documentation of monthly supervision shall be provided by the clinical case supervisor and included with the monthly documentation of billing sent to the Buyer.

**Mentor:** The mentee shall not be matched with a mentor who does not meet the following minimum requirements:

- A. High School Diploma or GED
- B. At least 18 years of age
- C. The mentor must be at least 7 years older than the mentee

**Direct Care Staff:** For any Agency licensed by the DBHDS staff must meet the requirements of DBHDS to provide

these services. Persons providing services under the Qualified Mental Health Professional (QMHP) status must meet the requirements as determined in Chapter II of the Community Mental Health Rehabilitative Services Manual. For any agency not licensed under DBHDS, the in-home therapist providing direct service to the family must be independently licensed.

**Contractual Worker:** All contractual workers shall also have the same educational and age requirements as any like position for which they are being contracted.

**Admission Procedures:** The Provider shall have written criteria for the acceptance of a client/family into their programs to include:

- A. A description of the population served
- B. A detailed description of services offered in the program
- C. Intake and admission criteria (which should be available for all prospective clients, legal guardians, and placing agencies)

The Provider shall accept and serve only those clients whose needs are compatible with the services that their program offers. The Provider shall also have written criteria for denial into their programs to include; a description of populations not served, and refusal procedures.

**Maintenance of Client Records:** The Provider shall maintain a separate record for each child/family being served. The record shall be made available only to those persons/organizations legally authorized to have access to the information under state and federal laws. A copy of the initial treatment plan which should include objectives, strategies, and target dates should be placed in the client file within the first 30 days following funding approval. The client files should also include case notes and monthly/weekly progress reports.

**Assessments, Monthly Reports, and Invoicing:** The Provider shall submit an assessment, including the recommendation of hours, to the case manager of the Buyer **prior** to the issuance of a purchase order for services. The purchase order will include authorization for the assessment hours. The initial treatment plan should be submitted to the case manager within the first 30 days following funding approval. The Provider shall submit a monthly progress report/treatment review plan to the case manager no later than the 10th of each month.

The monthly reviews shall include barriers, if any, to the client's attainment of program goals as described in the service plan, and what can be done to eliminate the barriers. It is the Provider's responsibility to let the caseworker know in writing if the client(s) is/are not participating in the treatment plan. Failure to do this can result in the termination of the Purchase of Services Order. Failure of the Provider to submit the treatment plans, reviews, or progress reports on time can result in non-payment of services.

Invoices shall be submitted in accordance with the Stafford County CPMT Purchase of Services Contract. The Provider shall submit to the Buyer and the Case Manager of the Buyer monthly service logs with monthly invoices. Failure to provide this documentation will result in non-payment of services. Invoices and logs shall be submitted within 10 days of the last date of service for the month. In no case shall the Buyer be obligated to pay for services if the invoices and/or logs have not been submitted within 45 days of the last date of service. Included with the submission of invoices should be a monthly log signed by the provider(s), the client's parent/legal guardian, and the clinical supervisor that includes the following information:

1. Time in and time out, or length of the telephone call
2. Which goal from the Initial Service Plan was worked on during the session
3. For mentoring services-what activity was done to work on the goal
4. If the session was successful or unsuccessful

5. If the session was canceled, the reason for the cancellation. If there are more than 2 cancellations in one month the provider shall notify the case worker and the Human Services Office staff in order to determine if the services are being utilized.

If a copy of the monthly log is not submitted with the invoice, if it does not contain all of the information required, or where discrepancies exist between the log and the invoice, the invoice will not be paid until the monthly log is received and filled out correctly. Failure to provide a copy of a monthly log within the Contract guidelines shall result in nonpayment and may result in termination of services. The Provider may invoice for direct client hours, telephone calls related to case coordination, and case management. All hours must be documented on the monthly logs submitted with the monthly invoices. Hours not utilized in the authorized month will be unencumbered.

**Discharge:** The Provider shall have written criteria for discharge which shall include: Criteria for which the client must complete and which are consistent with the programs and services offered, and criteria for which the client can be discharged without completing the program The Provider's discharge criteria shall be made accessible to the prospective clients, legal guardians, and placing agencies. The therapist and/or mentor shall provide a written discharge plan within 30 days of program completion/discharge to the case manager and with the last invoice to the Human Services Office.

- A. The discharge summary shall review the following:
  - A. Services provided to the client
  - B. Strategies used to provide the services
  - C. Progress made toward the goals outlined in the initial service plan
  - D. Follow-up care recommendations
  - E. Any referrals were made to other agencies
  - F. Reason for discharge
  - G. Dates of Service start/finish
  - H. Signature of the person completing the discharge summary

**Group Mentoring Requirements:** Mentoring is intended to be on a 1 to 1 basis. The mentoring can be provided in a group setting if the case meets the following criteria:

- A. The Provider's service plan states that group sessions are a goal or if the IFSP implemented by the FAPT states that it is a goal for the client
- B. A release of confidentiality/ information has been signed by the mentee's legal guardian to participate in the group session
- C. The person conducting the group is trained to speak on the topic the group is discussing
- D. There shall be no more than a 1:3 ratio of mentor to the client in a group session

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Stephanie R. Ball  
Human Services Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Date

## Attachment A

CPMT Principles	Systems of Care Principles
<i>Services are supportive to children and their families, providing them with the opportunity to succeed in the community to the fullest extent possible;</i>	<i>Our system will support families to fulfill their primary responsibility for the safety, the physical and emotional health, the financial and educational wellbeing of their children.</i>
<i>Needs of children and families will be met in the least restrictive way, with families fully participating in the decision-making process;</i>  <i>The family unit will remain intact whenever possible, and issues are to be addressed in the context of the family unit;</i>  <i>Services will be community-based whenever possible, and children will be placed outside of the community only when absolutely necessary.</i>	<i>Children are best served with their own families. Keeping children and families together and preventing entry into any type of out of home placement is the best possible use of resources.</i>
<i>All agencies providing services will work together, cooperatively, with each other and with the family, to gain maximum benefit from the available resources.</i>	<i>Our system embraces the concepts of shared resources, decision making and responsibility for outcomes. All stakeholders will work together collaboratively with each other and the family to gain maximum benefits from available resources.</i>
<i>Services are flexible and comprehensive to meet the individual needs of children and families;</i>	<i>Children and families will receive individualized services in accordance with expressed needs.</i>
<i>Services are easily accessible to residents of the community, regardless of where they live, their native language or culture, their level of income, or their level of functioning;</i>	<i>Our families will receive culturally and linguistically responsive services.</i>
<i>Services are integrated into the community, in the neighborhoods where the people who need them live;</i>	<i>Children with emotional, intellectual or behavioral challenges will receive integrated services and care coordination in a seamless manner.</i>
<i>Services are family focused to promote the well-being of the child and community;</i>	<i>Our system will be youth guided and family driven with the family identifying their own strengths and needs and determining the types and mix of services and desired outcomes within the resources available.</i>
<i>Services are responsive to people and adaptable to their changing needs;</i>	<i>County, community and private agencies will embrace, value, and celebrate the diverse cultures of their children, youth and families and will work to eliminate disparities in outcomes.</i>
<i>Services are provided through collaborative and cooperative partnerships between people living in their community and public and private organizations.</i>	<i>We will be accountable at the individual child and family, system, and community levels for desired outcomes, safety and cost effectiveness.</i>

## **Attachment B**

### **Program Outcomes**

Outcome reports must be submitted to the Buyer no later than December 31<sup>st</sup> for the previous fiscal year. Outcome reports shall not be child or locality specific and include, at minimum, the following indicators:

#### Community-Based Services:

- A. Child/family stability rate- indicated by the child remaining in the home and/or school
- B. Staff stability/turnover rates
- C. Rate of successful goals at the time of discharge
- D. Child/family/referral source satisfaction rates
- E. The average length of service

#### Congregate Care Services:

- A. Program success rate- indicated by the number of children who successfully completed the program
- B. Rate of successful goals at the time of discharge
- C. School performance and education progress
- D. CANS functioning rates
- E. Staff stability/ turnover rates
- F. Child/family referral source satisfaction rates
- G. The average length of stay

#### Special Education Private Day Placements

- A. Educational and/or vocational goals achieved
- B. School performance and educational progress
- C. CANS functioning rates
- D. Staff stability/turnover rates
- E. Child/family/ referral source satisfaction rates
- F. The average length of service



In addition to the above each Provider shall provide the following information

1. Identify the transitional services that are provided by your school; including the types of transition assessment tools utilized, vocational opportunities that can be provided, and post-secondary college preparation.
  - A. Does your school have classes allowing students to pursue an advanced diploma? If so, please describe.
2. What are your graduation rates for the past 3 years? Include the types of diplomas earned and other options pursued by students.
3. What is your current school-wide discipline plan?
  - A. How does the plan account for individual behavior needs within this school-wide plan?
  - B. Does staff collaborate with the LEA to conduct individual plans for students?
  - C. Provide discipline data for the last 3 years.
4. If your program has had tuition increases in the last 3 years please provide information on how these additional funds are supporting the education of the students.
5. What is your school's rate of transitioning students back to their home schools?
6. When and how is communication handled with SCPS staff with child-specific needs (i.e. incident reports, concerns with placement, parent or team meeting outcomes, etc.)?
7. What type of instructional materials does your school utilize? Are there specific programs? Please describe.
8. How is data with regard to IEP goals and student behaviors kept and analyzed?