FREDERICK COUNTY CPMT AGENDA

May 24, 2021
1:00 PM
107 N Kent St
Winchester, VA
Microsoft Teams Video Conference

Microsoft Teams meeting

Join on your computer or mobile app
Click here to join the meeting

Join with a video conferencing device
fcva@m.webex.com
Video Conference ID: 112 203 012 0
Alternate VTC dialing instructions

Or call in (audio only)
+1 276-221-3203,,174370316# United States, Danville
Phone Conference ID: 174 370 316#

Agenda

I.	Introductions	
II.	Adoption of Agenda	
III.	Consent Agenda	
	A. Apr Minutes	
	B. Budget Request Forms	
IV.	Executive Session	
	A. Appeal	
V.	Committee Member Announcements	
VI.	CSA Report	Jackie Jury
	A. Financial Report	
	B. CPMT Parent Rep Resignation	
VII.	Old Business	Jackie Jury
	A. Tabled until June: Strategic Plan Discussion	
	B. EBP Collaborative/FFPSA/CSA Integration	
VIII.	New Business	
	A. Discussion: Platform for future CPMT meetings	
	B. FY22 Contracts	
	C. Administrative Memo #21-06	
	D. Administrative Memo #21-07	
	E. Administrative Memo #21-08	
	F. Administrative Memo #21-09	
IX.	Assigned Tasks	
X.	Next Meetings	
	• CPMT June 28, 2021 via TBD- See Memo for future dates	
XI.	Adjourn	

**Instructions for Closed Session:

- Motion to convene in Executive Session pursuant to 2.2-3711(A)(4) and (15), and in accordance with the provisions of 2.2-5210 of the Code of Virginia for proceedings to consider the appropriate provision of services and funding for a particular child or family or both who have been referred to the Family Assessment and Planning Team and the Child & Family Team Meeting process, and whose case is being assessed by this team or reviewed by the Community Management and Policy Team

- Motion to return to open session-
- Motion that the Frederick County CPMT certify that to the best of each member's knowledge, (1) only public business matters lawfully exempted from open meeting requirements, and (2) only such public business matters were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the closed meeting.
- Roll Call Affirmation
- Motion to Approve cases discussed in Executive Session

CPMT Meeting Minutes: Monday, April 26, 2021

The Community Policy and Management Team (CPMT) Committee met on April 26, 2021. Members participated via Microsoft Teams video conference.

The following members were present via Microsoft Teams video conference:

- Tamara Green, Frederick County Department of Social Services
- Jay Tibbs, Frederick County Government
- Michele Sandy, Frederick County Public Schools
- Jennifer Lowery, 26th District Juvenile Court Service Unit
- Denise Acker, Northwestern Community Services Board
- David Alley, Private Provider Representative, Grafton Integrated Health Network

The following members were not present:

- Dawn Robbins, Parent Representative
- Dr. Colin M. Greene, Lord Fairfax District Health Department

The following non-members were present:

- Jacquelynn Jury, CSA Coordinator
- Robbin Lloyd, CSA Account Specialist

Call to Order: Tamara Green called the meeting to order at 1:00pm.

Adoption of April Agenda: Michele Sandy made a motion to adopt the April agenda; David Alley seconded; CPMT approved.

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

- March 22, 2021 CPMT Minutes
- Budget Request Forms – Confidential Under HIPAA

The March minutes contained an incorrect date for the next meeting, that date was corrected to April 26, 2021. Jennifer Lowery made a motion to approve the correction to the minutes and the Consent Agenda as distributed, David Alley seconded, CPMT approved.

Executive Session: No session was needed this month.

Committee Member Announcements:

- No announcements were given.

CSA Financial Report:

- March 2021 Financial Report
  - Just over 50% of the budget has been used as of the end of Q3.
  - Spent $1,995,478.29, which includes Wrap Funds
    - $1,831,601.32 remaining funds without SpEd Wrap funds.
    - Local funds spent is $830,498.73
    - Served 112 youth
      - 79 in Community Based Services

- 22 in Private Day School
- 16 in Congregate Care
- 17 in TFC

§ Non-mandated Funds: $1,315.00 spent, $58,865.00 remaining.
§ SpEdWrap Funds: $191,815.40 spent, $381.21 remaining, and $80,000.00 encumbered. Additional funds will have to be requested unless the Protected Funds can be used instead.
  - Erica Penn, the Private Provider for FAPT has resigned. The vacancy will be posted for recruitment.

Old Business:

- Tabled until further notice: Strategic Plan Update
- EBP Regional Learning Collaborative & FFPSA Integration Model
  - The Frederick/Winchester/Page team will have their training sessions on June 14 and 28 to gain a better understanding of best practices to integrate each agency's initiatives.
- Access to funding of Non-CSA youth
  - The work group met on March 26 to talk about how at risk youth not involved with CSA could access funding. The CSA Coordinator will provide a summary of the meeting and share with CPMT during the May meeting.
- Legislative Bills/JLARC Update
  - Jackie and Michelle will schedule a meeting to discuss this further. Michele Sandy noted that DOE has not provided any guidance to determine how this will be managed. The plan to transition funds from CSA to DOE is scheduled for July 2022.
- Funding Authorization Practices
  - Drug Screen funding requests- Jackie met with DSS to discuss changes to drug screen funding set at $600 per client, per month for Drug Screens, plus $130 per client per 3 months for a Hair Follicle. This new process was initiated. It will be monitored over the next 2 months and be reviewed in June to discuss any problems or unintended consequences.
  - Lateral transitions- CSA Coordinator proposed a change in policy to authorize transitions between vendors without requiring additional FAPT/CPMT approval of increased cost when the service remains the same. The current policy and process was shared with the CPMT, team along with the following proposed change in policy language:

    "CPMT authorizes transition between vendors without requiring additional FAPT/CPMT approval or Emergency Funding of increased costs, when the service remains the same and the rate increase is no more than 25%."

    A motion was made to accept the statement added to the Funding Authorization section of the Procedure Manual by Jay Tibbs to accept the lateral move increase, David Alley seconded, and CPMT approved.
- CSA Service Gap Survey
  - Submit Service Gap Survey to the CSA Coordinator by April 30th.

New Business:

- Administrative Memo #21-05- OCS provided updated reference documents to include the mandates for the Kinship Guardianship program.
- Medicaid Bulletin- Offers some specific information regarding the Medicaid enhancements that will begin July 1, 2021 and December 1, 2021. The July 1 enhancement will include ACT for adults with SMI. Mental Health PHP will be added for youth. In addition, they will be replacing Crisis Intervention with Mobile Crisis and adding Residential Crisis Stabilization, Regular Crisis Stabilization, and 23 Hour Observation. In December, Medicaid will begin to cover MST and FFT, which our locality already uses, as well as PCIT. The purpose of the added services is to reduce the number of youth being admitted to Acute facilities.
- FY20 Contract & Rate Increases- Over the past several years, CPMT has approved an allowable flat percentage rate increase, which has typically been 3%. Vendors who increase rates over 3% will require special review. A motion was made by Michelle Sandy for a 3% threshold for FY22 vendor rate increases, Jay Tibbs seconded, the motion was approved.
- Main contract agreement includes:
    - Purchase of Service
    - 4 Addenda that are service specific

  CPMT recommended that the county attorney review the contracts prior CPMT's review and approval during the May CPMT meeting.

Next Meeting: The next CPMT meeting will be held Monday, May 24, 2021 at 1:00 p.m. via video conference.

Assigned Tasks:

- Jackie will be working to complete vendor contracts for FY22.
- Tamara Green will be absent on May 24, Michelle Sandy will chair the meeting.

Adjournment: Michele Sandy made a motion to adjourn; David Alley seconded; the CPMT approved. The meeting was adjourned at 1:58 pm.

Minutes Completed By: Robbin Lloyd

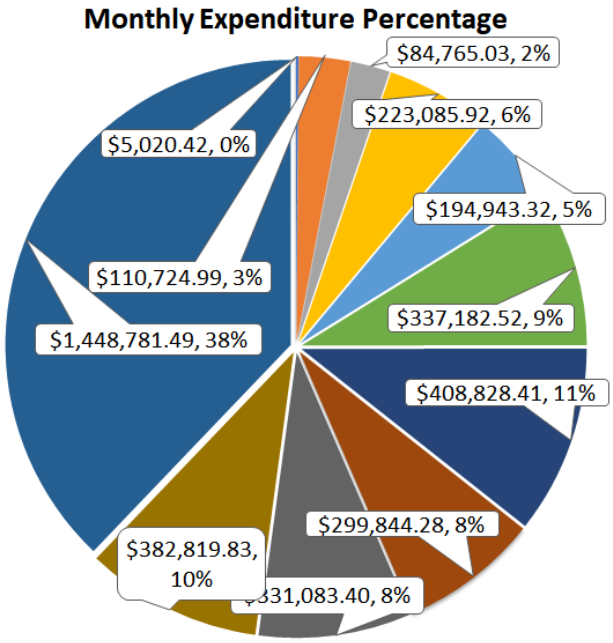
Frederick County CSA Financial Update:
April 2021

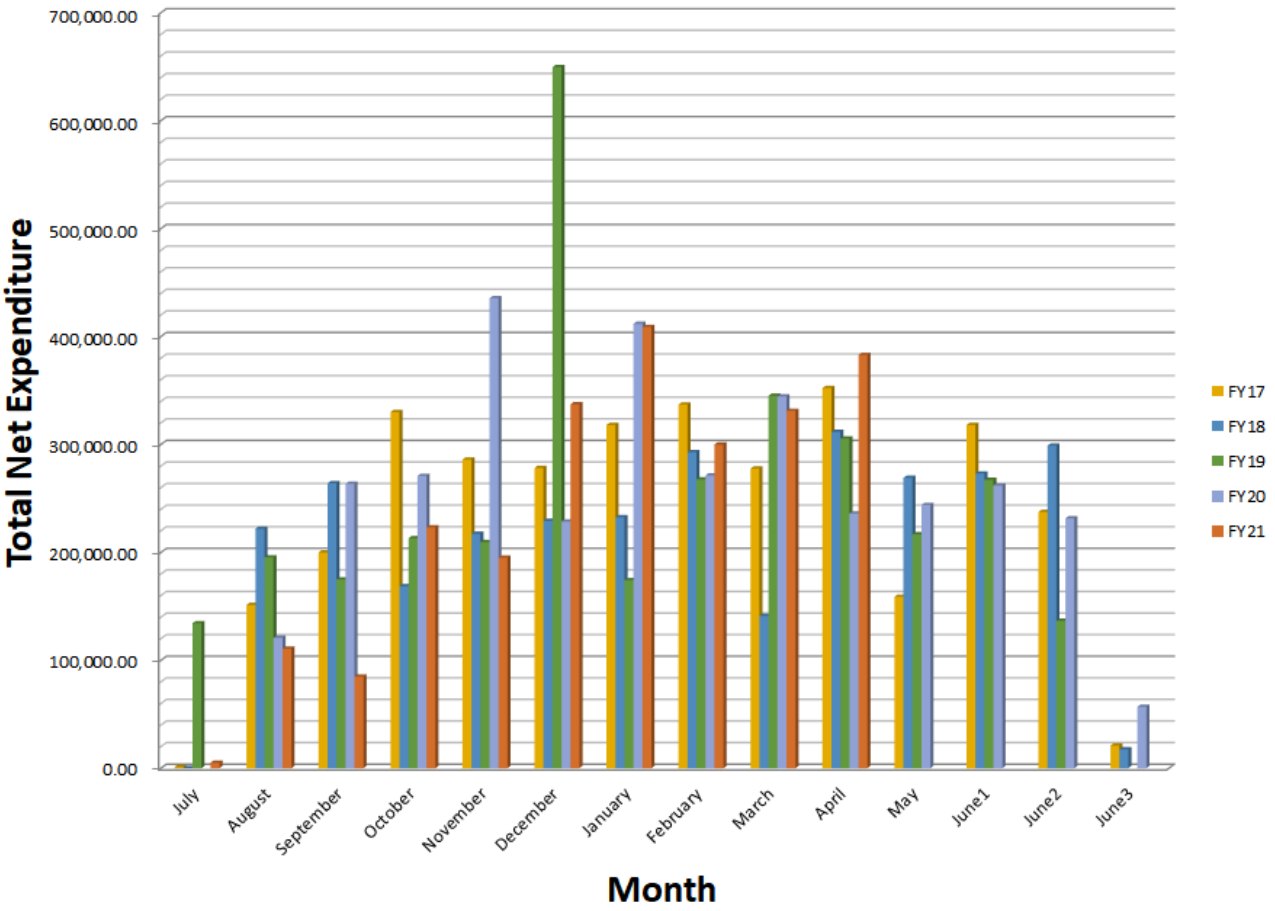
of Reports Submitted: 9 (10th Pending)

YTD Total Net Spent with Wrap:
$2,378,298.12

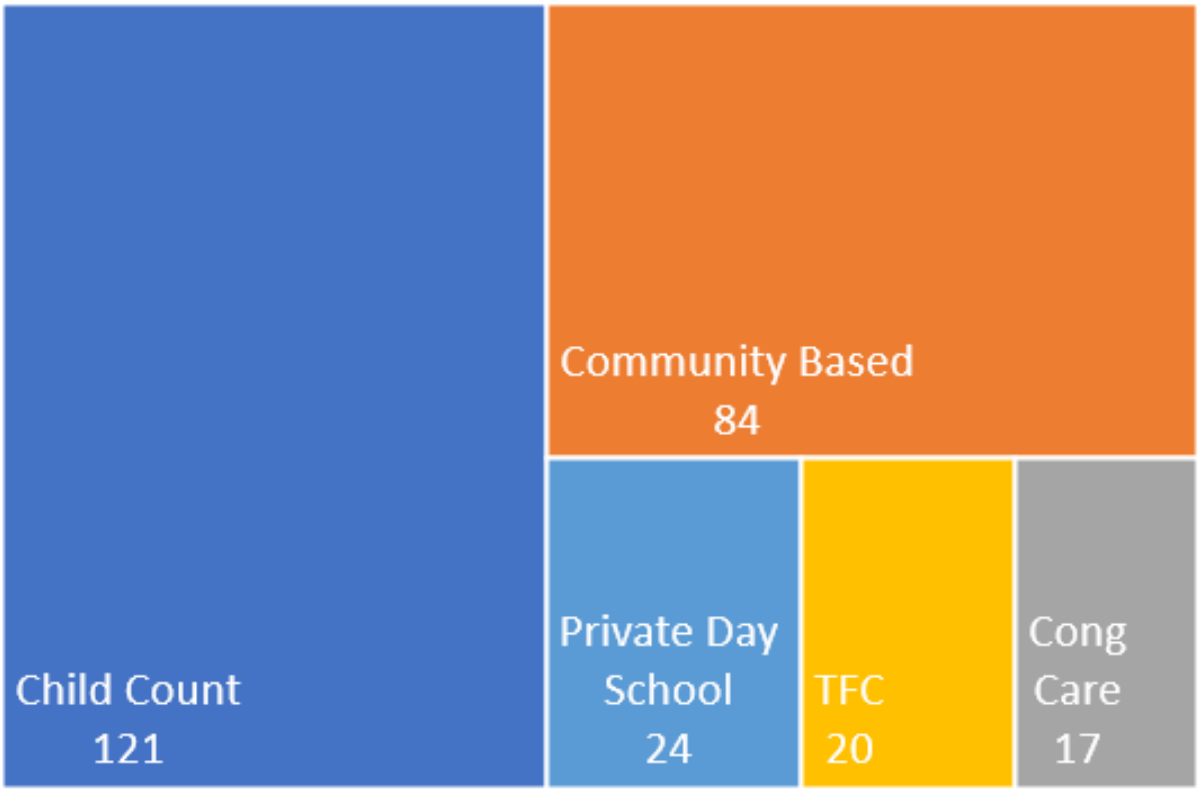
YTD Local Net:
Pending

Remaining w/o Wrap:
$1,470,946.53





Placement Environment

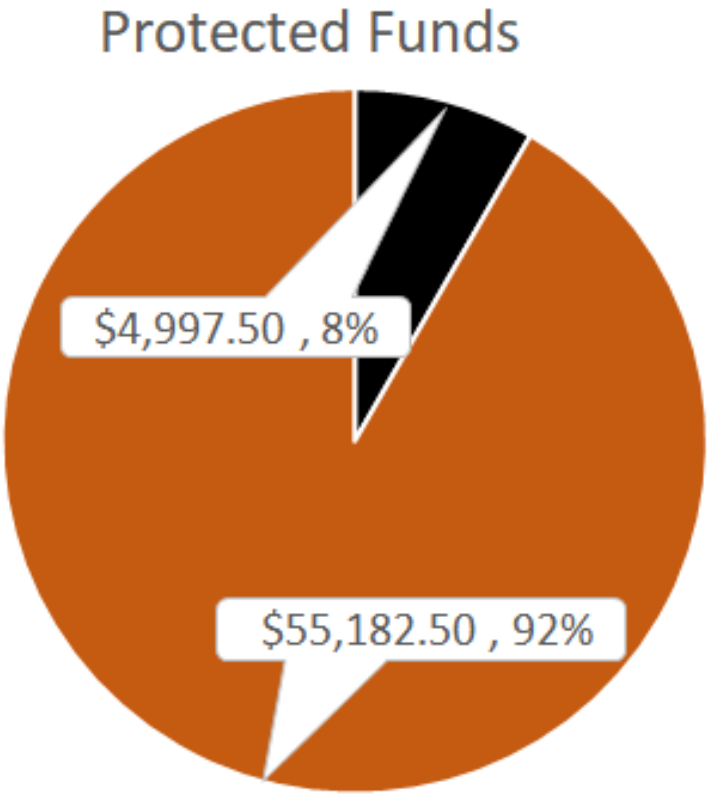


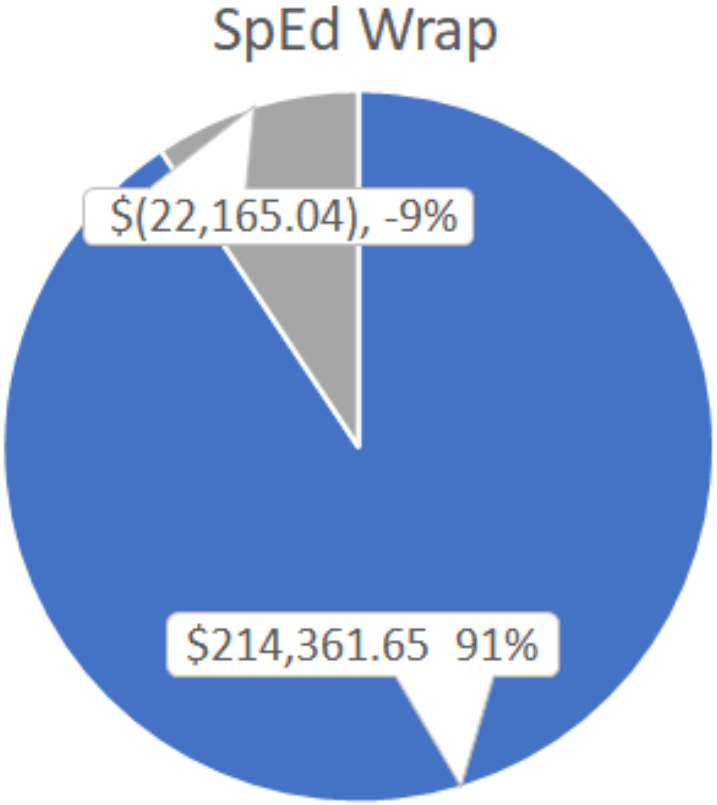
Unduplicated: Child Count, Congregate Care, Therapeutic Foster Care, Community Based Services

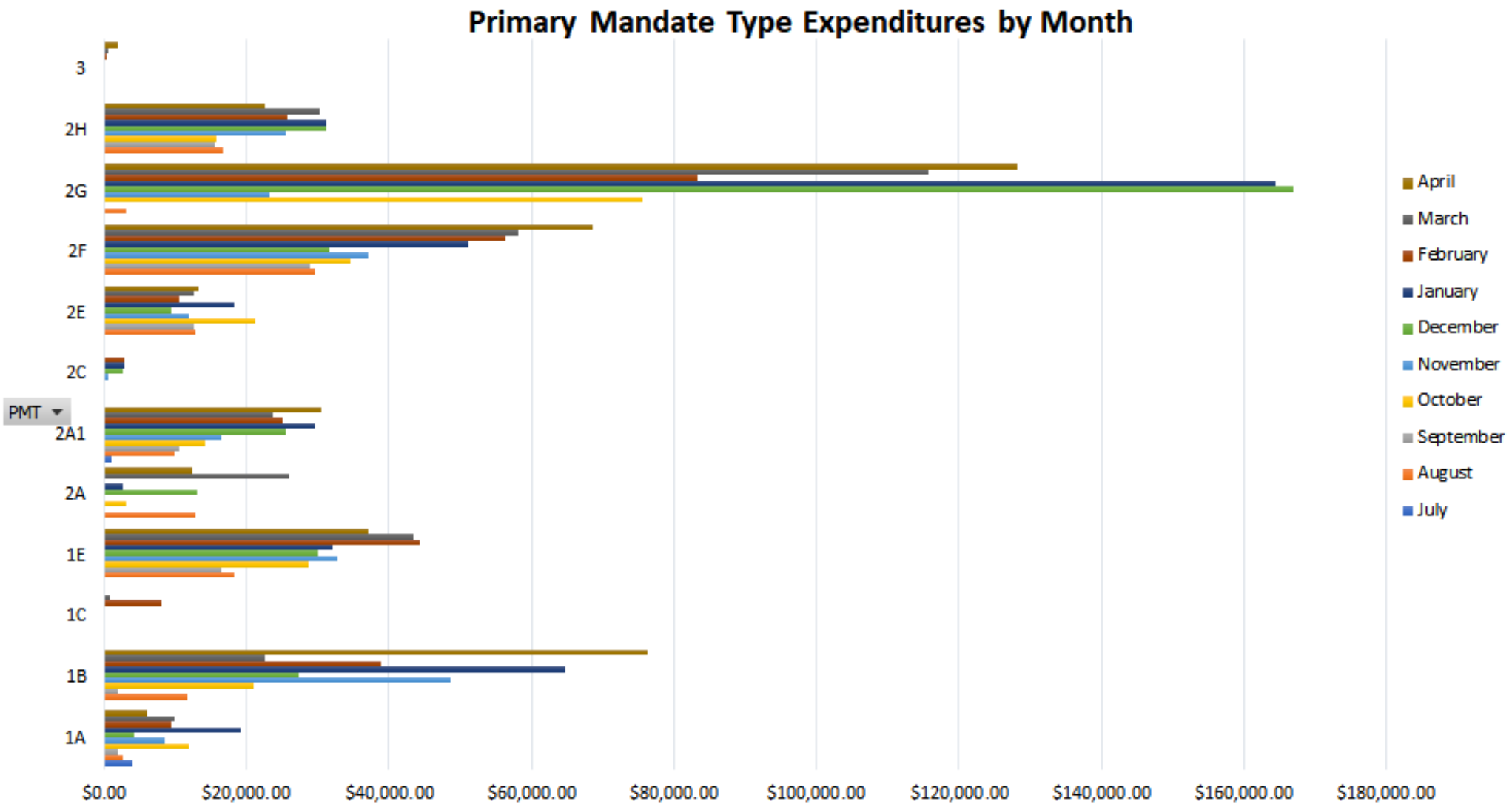
*Possible duplication of Private Day School students with youth in Congregate Care

NonMandated Encumbered: $23,940.00

SpEd Wrap Encumbered: $65,605.50







Primary Mandate Types (PMT):

1A- IV-E Congregate Care
1B- Non IV-E Congregate Care
1C- Parental Agreement Congregate Care
*PMTs from 1A-1C do not include Daily Education payment of congregate care placements

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

'[External]'Re: 5/24 Meeting

Dawn Robbins <dawnrobbins07@gmail.com>

Thu 5/13/2021 10:34 AM

To: Jackie Jury <jjury@fcva.us>

Jackie,

It is with a heavy heart that I am making the decision to resign from the CPMT. This has been a difficult decision to come to however, the time commitment along with the resources to attend the virtual meetings and attain the information have been problematic for many months now and I do not feel it is in the team's best interest for me to continue in a role that I am not able to fulfill at this time. I have greatly enjoyed being a part of such a virtuous group that provides such an important role in the management of resources for the children in our community. I wish you all the best and please feel free to call upon me if there is anything you feel I can do to support this or any other team in the future.
This has certainly been a challenging year for us all.

Peace and blessings,

Dawn Robbins

On Thu, May 13, 2021, 10:23 AM Jackie Jury <jjury@fcva.us> wrote:

> Good morning everyone,
>
> Please send me any items you would like added to the agenda for the 5/24 meeting by the end of the day tomorrow.
>
> Thank you!
>
> Jackie Jury, MS, LPC
>
> CSA Coordinator
>
> Frederick County, VA
>
> (O) 540-722-8395
>
> (F) 540-678-0682
>
> jjury@fcva.us

Virginia League of Social Services Executives
Children's Services Act Committee
Position Paper

Family First Prevention Services Act (FFPSA) Enactment in Virginia: Proposed In Home Services Multi-Disciplinary Team (MDT) Process for Funding of Evidence Based Programs

Introduction

The Virginia League of Social Services Executives (VLSSE) is a professional organization comprised of the leaders of the 120 local Departments of Social Services in the Commonwealth. VLSSE oversees content committees that focus on improving the provision of federally and state mandated social services to the citizens of the Commonwealth. Content committees collaborate with the Virginia Department of Social Services (VDSS), the Virginia Department for Aging and Rehabilitative Services (DARS), the Department of Medical Assistance Services (DMAS), the Office of Children's Services (OCS), the Department of Education (DOE), and other governmental and non-profit organizations such as the Virginia Commission on Youth, the Virginia Poverty Law Center, and VOICES to jointly develop system improvements. The content committees set goals for VLSSE and make recommendations to the entire membership about VLSSE positions on changes to legislation, regulation, and guidance promulgated by federal and state partners.

The purpose of this paper is to present the analysis and perspective of the VLSSE on the issue of creating an MDT Process developed by the Virginia Department of Social Services (VDSS) to fund evidence programs (EBPs) through the FFPSA. This process is not required by the FFSPA for EBP service provision.

It is the position of VLSSE that the current VDSS plan for accessing funds for these services is not in the best interest of children and families and that the blending of the funding process for FFPSA services with the FAPT (Family Assessment and Plan Team) process will result in failed implementation of FFPSA services in Virginia. This paper explains the basis for this position, discusses alternative approaches for accessing funds, and sets forth principles that should apply and issues that should be examined to develop a successful model for funds acquisition.

The FFPSA was passed in 2018 and underscores the importance of children growing up in families and seeks to avoid the traumatic experience of children being separated from their families and entering foster care. Specifically, funding is available for trauma informed, evidence-based, foster care prevention services within the following categories:

- Mental Health Prevention and Treatment Services
- Substance Use Disorder Prevention and Treatment Services
- In-Home Parent Skill-Based Programs

FFPSA aims to improve the well-being of children already in foster care by incentivizing states to reduce placement of children in non-family based placements such as group homes and residential treatment facilities and instead place children in the least restrictive, most family-like setting appropriate to their individual needs.

The federal Administration for Children and Families (ACF) has contracted with Abt Associates to determine which prevention services and programs will be designated as evidence-based under the FFSPA. To be eligible for reimbursement, services must be described in state prevention plans, components of the service must be outlined in a manual, and the service must show a clear benefit. Virginia will add services eligible for funding each year. To date, Virginia has identified three EBPs currently eligible for federal reimbursement:

Program/Service	*Program/Service Rating*	*Program/Service Area*
Functional Family Therapy	**Well-Supported**	**Mental Health Prevention/Treatment Service**
Multisystemic Therapy	**Well-Supported**	**Mental Health Prevention/Treatment Service**

		Substance Use Disorder Prevention/Treatment
Parent-Child Interaction Therapy	Well-Supported	Mental Health Prevention/Treatment Service

VDSS has proposed that in order for local departments of social services (LDSS) to access federal funding for the three current EBPs in Virginia, LDSS must hold "In Home Consultative FAPT" meetings.

The FAPT process is used by localities to access CSA funding for families. There is a substantial local match to the funding which varies by locality, and the process is locally driven with minimum standards set by the Office of Children's Services (OCS) [flexible]. The In Home Consultative FAPT process proposed by VDSS imposes standards set by VDSS [prescriptive].

VDSS held two workgroup meetings to discuss the proposed process for accessing FFSPA funding in March and April of 2021. The workgroups were comprised of VDSS staff, CSA Coordinators, and LDSS representatives. While the discussions about the process culminated in many ideas to implement an MDT process for funding, it was clear that VDSS had already established a position whereby the In Home Consultative FAPT process was to be implemented as of July 1, 2021.

Summary

Major feedback received from meeting participants falls into three main categories: Process, Administrative, and Equitable Service.

Process:

- Many localities have processes already in place that are similar to the proposed "In Home Consultative FAPT" such as Child and Family Team Meetings (CFTMs) or other "pre-FAPT" meetings. Existing MDT structures in some localities could also manage additional cases utilizing FFSPA funding. VDSS has indicated that LDSS are already taking cases to FAPT for the identified EBP services; however, this is not the case in all localities as the FAPT process is not uniform across Virginia.

- VDSS has indicated that families currently accessing EBP services must go through FAPT to access funding; however, this is not accurate for all cases and all localities. Other funding sources such as PSSF (Promoting Safe and Stable Families), local grants, and other local funding sources may be used, negating the need for families to go through the FAPT process. Due to the high local match rate for CSA funding for services, many localities have developed other funding sources to fund services needed for families.
- Preliminary discussion of the In Home Consultative FAPT process with FAPT members in many localities has been met with resistance as many FAPT members feel current caseloads are at capacity.
- The Department of Medical Assistance Services (DMAS) announced on March 2, 2021 that Medicaid funding would be available for MST and FFT services as of December 1, 2021. As there are only three services offered through FFSPA funding as of July 1, 2021, and two of those services will now be covered by Medicaid, the need for In Home Consultative FAPT meetings this year has decreased. In addition the third service, PCIT, only serves children up to age 6 ½ , further reducing the demand for the In Home Consultative FAPT model. Providers of PCIT are also able to bill Medicaid for the service.
- It will be confusing for providers if families are accessing services and using different processes. Contracts with LDSS will be overseen by FAPT and other agencies accessing funding, such as the Department of Juvenile Justice (DJJ), may use a different process.

Administrative:

- In approximately half of localities, CSA Coordinators are not employees of the LDSS and the LDSS would not have authority over managing their job duties. Funding and purchase orders will go through the CSA office which adds additional administrative costs. The new In Home Consultative FAPT proposal does not include an increase in administrative funds to localities.
- Legal Considerations – FAPT members have immunity from liability under § 2.2-5207. It is unclear if adding a new In Home Consultative FAPT duty to FAPT members' responsibilities would be protected under current law for this new service as the funding is totally separate and apart from CSA funding.

- Localities and service providers execute contracts of service for CSA funding. Contract issues may arise for FFSPA funding if contracts are between LDSS and service providers but overseen by FAPT members.
- VDSS has stated there will be few additional cases added to the current FAPT process as there are only three EBPs approved at this time. However, this statement does not factor in future EBPs that will increase the caseloads. A process for reviewing these cases needs to be developed that will work for now and in the future even if that process is not added to guidance by July 1, 2021.

Equitable Service:

- FAPT teams will be required to manage different Utilization Review or quality control requirements between case types. Those standards will not be equitable to all families.
- FAPT members may not be the staff persons most familiar with a family's case. Other multidisciplinary participants from agencies outside LDSS often participate in FPMs (Family Partnership Meetings), CFTMs or MDTs and actually work directly with a family thus providing more quality feedback.
- There is a philosophy difference between a family team meeting (FPM or CFTM) and FAPT. The family team meeting process affords families the right to determine who participates in meetings. The FAPT process does not give families that opportunity and creates potential confidentiality concerns as families do not choose who attends FAPT.
- Families receiving In Home services will be asked to attend a CFTM meeting every 90 days in addition to attending Family Partnership Meetings (FPMs) when applicable per guidance. Families will also be participating in services and will be part of monthly worker visits conducted by LDSS. Adding an additional meeting to families' schedules causes an undue burden.

Conclusion

The current In Home Consultative FAPT process proposed by VDSS will not be successful. The prescriptive nature of the proposed process is at odds with the current FAPT process in localities which is specifically tailored to each locality in Virginia based on local partnerships. If VDSS seeks to mandate an MDT process for accessing funding from the FFSPA for services, LDSS should be required to develop a plan for meeting those requirements based on existing MDT structures

already in place in each locality. Current VDSS guidance could be modified for either FPM or CFTM meetings (or both) to add a requirement a meeting be held if a family is referred to an EBP and that the meeting must include community partners identified by the family. Providing equitable services to families should be the driving force of any new policy developed both at the federal, state, and local levels. The proposed In Home Consultative FAPT process will result in a division of equity, as families will be treated differently based on funding source alone.

COMMONWEALTH of VIRGINIA

Scott Reiner, M.S.
Executive Director

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

ADMINISTRATIVE MEMORANDUM #21-06

To: CPMT Chairs
CSA Coordinators
CSA Fiscal Agents

From: Scott Reiner, Executive Director

Date: April 30, 2021

Subject: Restriction on Use of CSA Funds – Unlicensed Private Educational Programs

Subsequent to changes in Section 2.2-5211 of the Code of Virginia made by the General Assembly in the 2021 Session (HB2117 and SB1313), CSA state pool fund reimbursements will no longer be available for private educational programs that do not hold a valid license issued by the Virginia Board of Education or an equivalent out-of-state licensing agency. This restriction will take effect with services provided on or after July 1, 2021.

The following is the specific language from the Code (italics reflect changes effective 7/1/21):

> § **2.2-5211**. State pool of funds for community policy and management teams.
>
> A. There is established a state pool of funds to be allocated to community policy and management teams in accordance with the appropriation act and appropriate state regulations. These funds, as made available by the General Assembly, shall be expended for public or private nonresidential or residential services for troubled youths and families. *However, funds for private special education services shall only be expended on private educational programs that are licensed by the Board of Education or an equivalent out-of-state licensing agency.*

This change in the Code does not provide for any exceptions.

Thank you for your attention to this change in state law. Please reach out to my office should you have any questions.

COMMONWEALTH of VIRGINIA

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

Scott Reiner, M.S.
Executive Director

ADMINISTRATIVE MEMORANDUM #21-07

To: CPMT Chairs
CSA Coordinators

From: Scott Reiner, Executive Director

CC: Shamika Ward, Department of Medical Assistance Services

Date: April 30, 2021

Subject: Changes to Medicaid Forms for Psychiatric Residential Treatment Facility and Therapeutic Group Home Placements

The Office of Children's Services has been working with the Department of Medical Assistance Services to review and update the forms submitted upon a youth's placement into a psychiatric residential treatment facility (PRTF) or therapeutic group home (TGH) through a local Children's Services Act program. These forms have historically been known as the "Rate Certification." Through the review it has been determined that the sole purpose of the form should be to identify the placing CSA locality so that the required local Medicaid match can be correctly assigned to the correct locality and reduce the need for subsequent adjustments.

Consequently, revised forms have been developed for use with new placements that will occur on or after July 1, 2021. These revised forms are the only forms that will be needed by DMAS's behavioral health services organization (services authorization contractor), currently Magellan of Virginia. Local CSA program are not required to sign any forms related to certifying rates as the rates are determined by DMAS' process with the providers.

The revised DMAS-600 form ("CSA Referral for Residential Treatment Services") should be completed upon the CSA program's authorization of a placement in a PRTF or TGH and then forwarded to the PRTF or TGH, which will complete additional information and submit the form to Magellan or the DMAS specified services authorization contractor.

A new form, DMAS-600-T ("Transfer of CSA Jurisdiction for Medicaid Funded Residential Placement") is to be completed only when a youth placed by CSA in a PRTF or TGH moves to another jurisdiction and the originating CSA locality is no longer responsible for the placement. This form should be submitted directly to Magellan (or the DMAS specified services authorization

contractor) by the locality from which the youth has moved. Magellan's email address is VACMCClinicalManagers@magellanhealth.com. The submission of this form should aid in correct assignment of the local Medicaid match in these instances. The Provider Address and NPI can be obtained from Business Office of the PRTF or TGH, if necessary.

Children's Services Act (CSA) Referral for Residential Treatment Services

The top portion of the form is to be completed by the Authorized CSA; once completed, please forward to the Residential Treatment Provider to complete the bottom portion of the form.

Name of Youth: _____

Medicaid Number: _____

Residential Treatment Provider: _____

Name of Locality: _____ **FIPS/CSA Locality Code:** _____

I certify that this youth has been referred by the local CSA for:

☐ Therapeutic Group Home Services (this includes Early and Periodic Screening, Diagnostic and Treatment (EPSDT) TGHs)

☐ Psychiatric Residential Treatment Facility Services (this includes EPSDT PRTFs)

Effective Date of Residential Admission: _____

This youth is in the custody of the local department of social services and has been determined eligible for title IV-E

☐ Yes

☐ No

For Medicaid members, CSA may not pay for any service that can be funded through Medicaid.

Authorized CSA Signature: _____

Print Name: _____

Title: _____

Date: _____

For Provider Use Only

Once this portion is complete, please forward to the Service Authorization Contractor

NPI: _____

Provider Address: _____

Street

_____

City State ZIP

Transfer of Children's Services Act (CSA) Jurisdiction for Medicaid Funded Residential Placement

This form is to be completed by the Authorized CSA; once completed, please forward to Service Authorization Contractor.

Name of Youth: _____

Medicaid Number: _____

Residential Treatment Provider: _____

Provider Address: _____
Street

_____
City State ZIP

NPI: _____

Name of Locality: _____ **FIPS/CSA Locality Code:** _____

I certify the following:

This youth is no longer affiliated with _____ as of
Name and FIPS/CSA Code

_____ and is now affiliated with _____.
Date Name and FIPS/CSA Code

Authorized CSA Signature: _____

Print Name: _____

Title: _____

Date: _____

COMMONWEALTH of VIRGINIA

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

Scott Reiner, M.S.
Executive Director

ADMINISTRATIVE MEMORANDUM #21-08

To: CPMT Chairs
CSA Coordinators

From: Scott Reiner, Executive Director

CC: Elizabeth Lee, Department of Social Services

Date: May 3, 2021

Subject: Sample Standard Contracts/Contract Template for Evidence-Based Services

The Office of Children's Services has been working with the Virginia Department of Social Services to implement the Family First Prevention Services Act (Family First) on July 1, 2021. Part of this collaboration has been to develop a standard sample contract for use by local CSA programs and local departments of social services for the three evidence-based services (Multisystemic Therapy (MST), Functional Family Therapy (FFT), and Parent-Child Interaction Therapy (PCIT)) that can be funded with Family First title IV-E prevention services funding. These services have already been available through CSA funding and with the implementation of Family First, will also be available through title IV-E prevention services funding (50% federal and 50% state) for eligible youth and their families.

These sample Family First and CSA contracts delineate service-specific elements for each of the three evidence-based services and include additional DSS/title IV-E requirements to be eligible for that funding. The use of the contracts is not mandatory. However, they do contain required service components outlined in Specific Terms and Conditions and related elements for both CSA and FFPSA/title IV-E funding (e.g., minimum qualifications for providers). Local agencies contracting for these services are encouraged to utilize any or all of the elements of these sample contracts as they see fit.

As the contracts will be between local agencies and service providers, the contracts need to be reviewed, modified, approved, and executed by the designated local authorities. Localities may use a single combined contract for both CSA and LDSS purchasing or may opt to enter into separate contracts with providers.

Thank you for your attention to this exciting new funding opportunity for evidenced-based services. Please reach out to my office (for CSA related questions) or to familyfirst@dss.virginia.gov for VDSS related questions.

Contract Template for Family First Prevention Services and/or CSA Evidence-Based Services

I. **PARTIES:** This Contract is entered into by the [*Insert Name of the Service Provider*], hereinafter called the "Provider" and the [*Insert Name of the Local Department of Social Services and/or Locality (CSA Program)*] called the "Purchasing Agency."

II. **PURPOSE:** The purpose of this Contract is the Provider to deliver specified evidence-based services to children, youth and families referred by the Purchasing Agency

III. **PERIOD OF CONTRACT:** This Contact shall become effective on July 1, 2021 and continue until June 30, 2022.

If this agreement is terminated, the Purchasing Agency shall be liable only for payment for services rendered before the effective date of termination.

The Contract documents shall consist of:

1) This signed form
2) The attached description which consists of:
   a. The scope of services
   b. Deliverables, Pricing and Payment Terms, and
   c. The Terms and Conditions.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

PROVIDER:	PURCHASING AGENCY:
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

I. SCOPE OF SERVICES *(Purchasing Agencies should select the Scope of Services for one or more of the three evidence-based services to include in the Contract with this provider)*

A. Functional Family Therapy (FFT)

Description: Functional Family Therapy (FFT) is a short-term, family-based intervention program for youth and their families. FFT aims to address risk and protective factors that impact the adaptive development of 11 to 18 year old youths referred for behavioral or emotional problems. Family discord is also a target.

Under the Family First Prevention Services Act and title IV-E funding, FFT utilizes the identified referral reason: Mental Health Prevention and/or Treatment Services.

The program is organized in five phases that consist of: 1) Developing a positive relationship between therapist/program and family, 2) Increasing hope for change and decreasing blame/conflict, 3) Identifying specific needs and characteristics of the family, 4) Supporting individual skill-building of youth and family, and 5) Generalizing changes to a broader context.

Target Population: The approved population for FFT is 11 – 18 year old youth (and their families) who have been referred for behavioral or emotional problems.

Dosage: FFT therapists typically spend 90 minutes face-to-face and 30 minutes over the phone with each family each week. On average, families complete the FFT program in 12 to 14 sessions over the span of three to five months.

Location/Delivery Setting: Typically, FFT is conducted in clinic and home settings. It can also be delivered in schools, child welfare settings, and probation and parole offices.

Education, Certifications and Training: FFT Teams may be composed of a combination of Qualified Mental Health Professional (QMHP) and Licensed Mental Health Professional/ Licensed Mental Health Professional-Resident (LMHP/LMHP-R) staff. QMHPs are limited to 1/3 of the FFT Team. FFT Teams must have a clinical supervisor who is an LMHP (The clinical supervisor should be the person of record (signatory) on clinical notes of QMHPs).

FFT providers work as a supervised FFT "team" and receive ongoing support from their local team and FFT LLC. FFT teams receive three phases of training: clinical, supervision, and maintenance. In the clinical training phase, local clinicians are trained on the FFT model through weekly consultations and activities (typically over the span of 12 to 18 months). In the supervision phase, a licensed team member is trained to serve as an FFT supervisor through a one-day onsite training, two two-day trainings, and monthly consultations. In the maintenance phase, FFT LLC staff continue to review the delivery trends and client outcomes of the team and provide annual one-day onsite training. FFT providers under this Contract will be actively engaged in the three phase training program defined herein.

Service Rate: Functional Family Therapy - $57 per day

Payments shall be made in increments of days, with all days from initiation of services to discharge from services being continuously billable, even if there were not actual services delivered on a specific day.

The suggested service rate is a standardized rate for title IV-E and CSA purchasers of FFT. Local department of social services purchasers will not be reimbursed above this rate. Local CSA purchasers are highly encouraged to utilize this rate, but may choose to Contract at a different daily rate.

B. Multisystemic Therapy (MST®)

Description: Multisystemic Therapy (MST) is an intensive treatment delivered in multiple settings. MST aims to promote pro-social behavior and reduce criminal activity, mental health symptomology, out-of-home placements, and illicit substance use in 12 – 17 year-old youth. MST addresses core causes of delinquent and antisocial conduct by identifying key drivers of the behaviors through an ecological assessment of the youth, his or her family, school, peers and community. Intervention strategies are personalized to address the identified drivers of behavior. MST is delivered for an average of three to five months, and services are available 24/7, enabling timely crisis management via an on-call system staffed by MST tram members, and allows families to choose which times work best for them. MST providers have small caseloads (average 4-6 per MST therapist) so they can be available to meet their clients' needs.

Under the Family First Prevention Services Act and title IV-E funding, MST utilizes the Identified Referral Reason: Mental Health Prevention and/or Treatment Services *and* Substance Use Disorder Prevention and Treatment Services

Target Population: The approved population for MST is 12 – 17 years old (and their families) who are at risk for or are engaging in delinquent activity or substance misuse, experience mental health issues, and/or out-of-home placement.

Exclusion criteria include:

- Youth that meet criteria for out-of-home placement due to suicidal, homicidal, or psychotic behavior or those youths whose psychiatric problems are the primary reason leading to referral, or who have severe and serious psychiatric problems.
- Youth living independently, or youth for whom a primary caregiver cannot be identified despite extensive efforts to locate all extended family, adult friends and other potential surrogate caregivers.
- Youth in which the referral problem is limited to serious sexual misbehavior.
- Youth with an autism spectrum diagnosis.

Dosage: MST typically involves multiple weekly visits between the therapist and family, over an average time span of 3 to 5 months. The intensity of services will vary based on clinical needs. The therapist and family work together to determine how often and when services should be provided throughout the course of treatment.

Location/Delivery Setting: MST is delivered in multiple settings, including home, school, and community. Therapists may also work directly with these other individuals and professional in these settings as part of the treatment plan.

Education, Certifications and Training: Education, Certifications and Training: MST is provided by organizations licensed by MST Services. MST Teams are composed of 2-4 full-time MST Therapists and an MST Supervisor. The MST Therapists may include a combination of Qualified Mental Health Professional (QMHP) and Licensed Mental Health Professional/Licensed Mental Health Professional-Resident (LMHP/LMHP-R) staff. QMHPs are limited to 1/3 of the MST Team unless otherwise approved by MST Services. MST Teams must have a clinical supervisor who is an LMHP (The clinical supervisor should be the person of record (signatory) on clinical notes of QMHPs). The MST Supervisor should be of at least 50% FTE assigned to one MST team, or one full-time clinical supervisor to two MST teams. MST Supervisors carrying a partial

MST caseload should be assigned to the program ***on a full-time basis.***

MST therapists and supervisors complete an extensive training sequence provided by MST Services. This includes an initial five-day training, supervisor training, quarterly clinically-focused booster sessions that aim to improve MST skills, and weekly consultations provided by MST experts. MST teams use a structured fidelity assessment approach to ensure clinical service delivery is consistent with the MST model. MST teams must be licensed by the national MST Services organization.

Service Rate: Multisystemic Therapy - $90 per day

Payments shall be made in increments of days, with all days from initiation of services to discharge from services being continuously billable, even if there were not actual services delivered on a specific day.

The suggested service rate is a standardized rate for title IV-E and CSA purchasers of MST. Local department of social services purchasers will not be reimbursed above this rate. Local CSA purchasers are highly encouraged to utilize this rate, but may choose to Contract at a different daily rate.

C. Parent Child Interaction Therapy

Description: Parent-Child Interaction Therapy (PCIT) provides coaching to parents by a therapist trained in behavior-management and relationship skills. PCIT is a program for two to seven-year old children and their parents or caregiver aimed to decrease externalizing child behavior problems, increase positive parenting behaviors, and improve the quality of the parent-child relationship. During weekly sessions, therapists coach caregivers in skills such as child-centered play, communication, increasing child compliance, and problem-solving. Therapists use "bug-in-the-ear" technology to provide live coaching to parents or caregivers from behind a one-way mirror (there are some modifications in which live same-room coaching is also used). Parents or caregivers progress through treatment as they master specific competencies, thus there is no fixed length of treatment. Most families are able to achieve mastery of the program content in 12 to 20 one-hour sessions.

Under the Family First Prevention Services Act and title IV-E funding, PCIT utilizes the Identified Referral Reason: Mental Health Prevention and/or Treatment Services.

Target Population: PCIT is typically appropriate for families with children who are between two and seven years old and experience emotional and behavioral problems that are frequent and intense.

Dosage: PCIT is typically delivered over 12-20 weekly hour-long sessions, but the exact treatment length varies based on the needs of the child and family. Treatment is considered complete when a positive parent-child relationship is established, the parent can effectively manage the child's behavior, and the child's behavior is within normal limits on a behavior rating scale.

Location/Delivery Setting: PCIT is usually delivered in playroom settings where therapists can observe behaviors through a one-way mirror. By using the one-way mirror therapists can provide verbal direction and support to the parent using a wireless earphone. Video technology can also be used to deliver the program in other environments, such as the home.

\Education, Certifications and Training: To become a certified PCIT therapist, individuals must be a licensed mental health provider with a master's degree (or higher) in a mental health field or a third year psychology doctoral student who works under the supervision of a licensed mental health service provider. Providers must also complete 40-hours of training with approved PCIT trainers and materials. Although online-based trainings are offered, at least 30 of the 40 required hours must be in face-to-face training.

Service Rate: Parent Child Interaction Therapy - $124 per hour
Parent Child Interaction Therapy (by a provider with verified National Certification as a PCIT Trainer) - $149 per hour

The suggested service rate is a standardized rate for title IV-E and CSA purchasers of MST. Local department of social services purchasers will not be reimbursed above this rate. Local CSA purchasers are highly encouraged to utilize this rate, but may choose to Contract at a different rate.

II. SPECIFIC TERMS AND CONDITIONS[1]

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

The Service Provider will:

1. Maintain its required licensed status with the appropriate governmental authorities and will notify LDSS or the CSA program within five business days of the issuance of any provisional license. This Contract may be terminated in the event such licensing is suspended, withdrawn or revoked. 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 VDSS or VCSA program to pay any open invoices.**

2. Maintain and submit, upon request, documentation that they represent and warrant that it has received certification and/or applicable training with the relevant national evidence based services accrediting bodies and training agents.**

3. Maintain its required licensed and certification with the relevant national evidence based services accrediting bodies. DSS or the CSA program may terminate this Contract in the event such licensing is suspended, withdrawn or revoked. 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 LDSS or CSA program to pay any open invoices.**

4. Ensure they maintain a continuous quality improvement (CQI) process, including continuous monitoring of fidelity to the evidence-based model.*

5. Create a referral process for LDSS and/or CSA programs and respond to any request for service within three business days.***

6. Communicate with LDSS and/or CSA programs on a monthly basis regarding capacity to receive additional referrals.***

7. Identify the client (or child of the family if providing services to a parent or caregiver) as a candidate for foster care in their treatment/service plan. The LDSS has the sole responsibility for making the determination that a child is identified as a candidate for foster care.*

8. Partner with the referring agency to monitor the progress of the client in the service as well as to periodically assess the risk of out of home placement for the child. Provider shall, at minimum, collaborate with through the following, as appropriate:**

    a. Participate in family partnership meetings (FPM), child and family team (CFT) meetings, and/or family assessment and planning team (FAPT) meetings.

        i. 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 attends and participates in such meeting.**

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[1] *This requirement is specific to contracts issued on behalf of the LDSS for title IV-E reimbursement.
** This requirement is applicable to both LDSS contracts and those for CSA-funded services.
*** This requirement is strongly suggested to include in contracts

b. Participate in court hearings as requested/necessary***

9. Conduct formal evaluations of referred youth and families and develop a treatment/service plan based on these evaluations to include measurable goals and objectives according to the fidelity requirements of the practice model. A written treatment/service plan shall be provided within thirty (30) calendar days of the initiation of services.***

10. Provide written monthly progress reports to include, at minimum*
    a. Client's full name
    b. Date of birth
    c. Client ID (as provided by LDSS)
    d. Child's Case ID (as provided by LDSS) the provider shall always provide the Child's Case ID, even if services are provided to the parent or caregiver.
    e. Locality that referred the client
    f. Identified Referral Reason (as approved per Title IV-E Prevention Services Clearinghouse)
    g. Service start date
    h. Progress towards the identified measurable objectives and revisions to objectives listed in the treatment/service plan
    i. Specific activities and strategies worked on during the month
    j. Assessment of level of family engagement, including specific strategies and activities

11. Provide a discharge summary within 15 business days of termination of services to the referring agency. The discharge summary should include, at minimum***

    a. Status of discharge (successful or unsuccessful)
    b. Overall progress made toward the identified measurable objectives
    c. Recommendation for continued service(s) or other Community resource

    If the Service Provider fails to provide any written treatment plan, progress report, or discharge summary in a timely manner, the Buyer may withhold payment of the Provider's invoices until such plan or report is received.

12. Work with representatives from VDSS, the Office of Children's Services (OCS) and the Virginia Center for Evidence-Based Practice in the identification of outcome measures and design of data collection tools, collect data on youth participating in the project to evaluate the effectiveness of the project design, and cooperate fully with providing data and information for any evaluations. Participate in regular and, as necessary, ad hoc meetings with VDSS/the Center to exchange program and evaluation information.**

III. GENERAL TERMS AND CONDITIONS

A. AUDIT: The Provider shall retain all books, records, and other documents relative to this Contract for three years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, federal and/or state auditors shall have full access to and the right to examine any of said materials during said period.

B. APPLICABLE LAWS AND COURTS: This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. AUTHORITIES: Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services contained herein. Furthermore, the Contractor shall not assign, sublet, or sub-contract any work related to this agreement or any interest it may have herein without the prior written consent of VDSS.

D. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the LDSS and/or local CVSA programs shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

E. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Provider assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this Contract, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Providers who utilize, access, or store personally identifiable information as part of the performance of a Contract are required to safeguard this information and immediately notify the Purchasing Agency of any breach or suspected breach in the security of such information. Providers shall allow the Purchasing Agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Providers and their employees working under this Contract may be required to sign a confidentiality statement.

F. CHANGES TO THE CONTRACT: The parties may agree in writing to modify the scope of the Contract. Any changes, including any increase and/or decrease to price shall be based upon mutual agreement of both parties and shall be in the form of a written modification prior to the implementation of said change.

G. CONTRACT ADMINISTRATION: Upon execution, the Purchasing Agency will designate an individual(s) as an authorized representative, the Purchasing Agency Contract Administrator, to administer all services performed in conjunction with this Contract. As the Purchasing Agency Contract Administrator is, in the first instance, the interpreter of the conditions of the Contract. and the judge of its performance, the Contract Administrator will use all powers under the Contract to enforce its faithful performance. The Purchasing Agency Contract Administrator or designated official will determine the amount, quality, acceptability, and fitness of all aspects of

the services and will decide all other questions in connection with the services. The Contract Administrator, inspector, or designated official, will have no authority to approve changes in the services which alter the CONTRACT terms or price. Any Contract modifications made must first be authorized by the VDSS Procurement office and issued as a written modification to the Contract..

H. CONTRACTOR RIGHTS TO USE MATERIALS: The Contractor is hereby granted a royalty-free, non-exclusive and irrevocable license in perpetuity to reproduce, publish or otherwise use the Intellectual Property for noncommercial purposes. Such rights shall include, but are not limited to the right to claim credit as the original author of the Intellectual Property, the right to use and authorize others to use the Intellectual Property in research and for preparation of teaching materials for noncommercial use, and the right to transfer to publishers the copyrights in scholarly publications and textbooks that include an insubstantial portion of the Intellectual Property.

I. DRUG-FREE WORKPLACE: During the performance of this Contract, the Provider agrees to (i) provide a drug-free workplace for the contractor'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 contractor's workplace and specifying the actions that will be taken against employees for violations of such 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.

For the purposes of this section, *"drug-free workplace"* means a site for the performance of work done in connection with a specific Contract awarded to a Provider, 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 Contract.

J. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written Contract with the (_____ LDSS and/or local CSA program), the Contractor certifies that the Contractor does not, and shall not during the performance of the Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

K. NONDISCRIMINATION OF CONTRACTORS: A Provider shall not be discriminated against in the award of this Contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

L. SUBCONTRACTS: No portion of the work shall be sub-contracted without prior written consent of the Purchasing Agency.

M. TERMINATION OF AGREEMENT: This agreement may be terminated in whole or in part as follows (See §2 CFR 200.339):

1. Either party may terminate this Contract at any time upon 30 days written notice to the other party. The written notification must set forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. Partial termination of the Scope of Services can only be undertaken with the prior approval of the Purchasing Agency.

2. The Purchasing Agency may terminate this Agreement, in whole or in part at any time, if the Provider fails to comply with federal statutes, regulations, or terms and conditions of the Contract. Upon receipt of a notice of termination, the Provider shall stop all work and the Purchasing Agency will cease all payments. The termination decision may be considered by the Purchasing Agency in evaluating future applications submitted by the Provider.

P. RENEWAL OF CONTRACT: This Contract shall be renewable for two (2) additional one-year periods at the mutual desire of the parties.

R. SERIOUS INCIDENT REPORTING: The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which is related to youth referred by the Purchasing Agency. 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 wellbeing of the youth.

1. 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 designated case manager of the referring agency of each youth involved. Within 48 hours of the serious incident, the Provider shall complete and submit to the case manager of the referring agency for each youth involved a written report.
2. The written report of the serious incident shall provide a factual, concise account of the incident and include:

    a. Name of 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.

b. Separate reports should be completed and submitted for each child/youth involved and referred by the Purchasing Agency. The Provider is responsible for ensuring the confidentially of the parties involved in the incident.

c. In the event the case manager of the referring 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.

S. <u>INSURANCE</u>: 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 Purchasing Agency as an additional insured, and shall furnish the Purchasing Agency with a certificate of insurance prior to commencing work upon any Purchase Order 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:

1. 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.
2. Contractual liability broad form insurance shall include the indemnification obligation set forth in this contract.
3. 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.
4. 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.
5. Professional liability insurance with a minimum of liability foo $2,000,000.

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 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.

T. <u>INDEMNITY</u>: Contractor agrees to indemnify the Commonwealth of Virginia, its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered

COMMONWEALTH of VIRGINIA

Scott Reiner, M.S.
Executive Director

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

ADMINISTRATIVE MEMORANDUM #21-09

To: CPMT Chairs
CSA Coordinators
CSA Fiscal Agents

From: Scott Reiner, Executive Director

CC: Samantha Hollins, Virginia Department of Education for distribution to Local Educational Authorities

Date: May 14, 2021

Subject: Special Education – Transitional Services in the Public School Setting

Pursuant to changes in Section 2.2-5211 of the Code of Virginia made by the General Assembly in the 2021 Session (HB2117 and SB1313), CSA state pool fund reimbursements may be utilized for certain transitional services for students returning from a private special education program to a public school setting.

The following is the specific language from the Code (italics reflect changes effective 7/1/21):

§ **2.2-5211**. State pool of funds for community policy and management teams.

B. 6. Children and youth previously placed pursuant to subdivision 1 in approved private school educational programs for at least six months who will receive transitional services in a public school setting. State pool funds shall be allocated for no longer than 12 months for transitional services. Local agencies may contract with a private school education program provider to provide transition services in the public school.

F. As used in this Section, "transitional services" includes services delivered in a public school setting directly to students with significant disabilities or intensive support needs to facilitate their transition back to public school after having been served in a private special education day school or residential facility for at least six months. "Transitional services" includes one-on-one aides, speech therapy, occupational therapy, behavioral health services, counseling, applied behavior analysis, specially designed instruction delivered directly to the student, or other services needed to facilitate such transition that are delivered directly to the student in their public school over the 12-month period as identified in the child's individualized education program.

With regard to Section B. 6., the Office of Children's Services will consider as eligible any student who has been enrolled in an approved private educational program (as indicated in the Local Expenditure, Data, and Reimbursement System (LEDRS)) for at least six of the nine months preceding the initiation of the transitional services provided through this change in the law. The rationale is to allow students who may not have been enrolled during the summer months to be eligible if they were enrolled in the six months preceding a summer break.

Transitional services will be reimbursed for no more than 12 out of the 15 calendar months from the time they are initiated. This definition allows for the 12-month limit to be "suspended" during summer months in which the student is not attending school. The specific transitional services must be specified in the student's Individualized Educational Program (IEP). Reimbursed service providers may be the public school and/or private service providers, with the agreement of the public school. These transitional services carry sum sufficient funding under the provisions of Subsection C. of § 2.2-5211.

The specific services to be provided under the transitional services category are detailed in Subsection F. of § 2.2-5211 and these services are to be provided in the public school setting. Students may be served concurrently with transitional services in a public school setting while remaining in a private school setting. Specifically, if the student's transition plan (as specified in the IEP) is for a partial day attendance at the private day program and a partial day of transition in the public school setting.

Services needed by students with disabilities outside of the public school setting (and not included on the student's IEP) may be funded through existing Special Education Wraparound funding allocations through the Children's Services Act.

Transitional Services in the Public Schools will be coded for reimbursement as follows:

Expenditure Code: 2g (Special Education Private Day Placement). This coding carries the base local match rate.

Mandate Type: 10 (Special education services in an approved educational placement)

Service Placement Type: 6 (Special Education Private Day Placement)

Service Name: 48 (Special Education/Public School Transition). This is a new Service Name effective July 1, 2021, and its proper use is critical to tracking and accountability for this new eligibility category.

Please note that the Superintendent of Public Instruction, Dr. James Lane, has issued a Superintendent's Memo to the local educational authorities containing the same information as provided here.

Thank you for your attention to this change in state law. OCS will be holding a webinar during the month of June to discuss these changes. Please reach out to my office should you have any questions.

AGREEMENT FOR PURCHASE OF SERVICES

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

Whereas the Buyer is responsible for providing services purchased hereunder pursuant to Title §2.2-5200 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 Contract is subject to the provisions of the Code of Federal Regulations, the amendments thereto, and relevant state and local laws, ordinances, regulations and pertinent health and behavioral health accreditation agencies/organizations. The Buyer may modify this Contract to comply with any requirements mandated by federal, state, or local law by giving written notice of said modification to the Provider.

2. CHOICE OF LAW AND FORUM. This Contract shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the Commonwealth of Virginia and any action, administrative or judicial, brought to enforce any provision of this Contract shall be brought only in the federal or state courts for Frederick County. The Provider accepts the personal jurisdiction of any court in which an action is brought pursuant to this Contract for purposes of that action and waives all defenses to the maintenance of such action.

3. SPECIFIC INTERPRETATIONS:
   A. *Waiver*. The failure of the Buyer to enforce at any time any of the provisions of this Contract, or to exercise any option which is herein provided, or to require at any time any performance by the Provider of any of the provisions hereof, shall in no way affect the validity of this Contract or any part thereof, or the right of the Buyer to thereafter enforce each and every provision.
   B. *Remedies Cumulative.* All remedies afforded in this Contract shall be construed as cumulative, that is in addition to every other remedy provided herein or by law.
   C. *Severability.* If any part, term, or provision of this Contract is held by a court of competent jurisdiction to be in conflict with any state or federal law, the validity of the remaining portions or provisions shall be construed and enforced as if this Contract did not contain the particular part, term or provision held to be invalid.
   D. *Captions.* This Contract includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Contract.
   E. *Contract Construal.* Neither the form of this Contract, nor any language herein, shall be

interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

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

6. PERFORMANCE MEASURES AND OUTCOMES REPORTING:

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

7. REPORTING:
   A. INITIAL TREATMENT/SERVICE/EDUCATIONAL PLANS
      1) The Provider shall submit to the Buyer a proposed written IEP and/or treatment plan, as the case may be, within thirty (30) calendar days of the initiation of services to the child/youth. The Initial Treatment/Service/Educational Plan shall include at least the following information: type(s) and number(s) of disabilities, and/or mental health and intellectual disability diagnoses, and/or delinquent behaviors which the purchased services are intended to address, prognosis, short and long-term goals, expected outcomes, and performance timeframes mutually agreed to between the Buyer and Provider when the services are purchased. All treatment plans shall also include an estimated length of completion based on the child's individual needs, and medications administered (if any).
   B. MONTHLY TREATMENT PROGRESS REPORTS AND DISCHARGE/AFTERCARE SUMMARY
      1) Progress Reports shall be submitted to the Buyer's case manager and CSA Office within 30 days of the reporting period.
      2) Discharge/Aftercare Summary shall be submitted to the Buyer's case manager and CSA Office within 30 days of service termination.
      3) Progress and Discharge/Aftercare Summary shall incorporate progress or lack of progress of child and family toward treatment goals and reasons thereof, barriers to achieving goals, medications administered (if any), medication changes, and any significant incidents affecting the child including change of therapist. Educational progress reports should include progress made by the child or lack thereof indicated by the educational goals/objectives. If the Provider fails to provide any written treatment plan, progress report, educational progress report or Discharge/Aftercare Summary in a timely manner, the Buyer may withhold payment of the Provider's invoices until such plan or report is received.
      4) Progress and Discharge/Aftercare reports will include progress toward meeting independent living goals where applicable.
   C. All IEPs must be submitted on documents which contain all Department of Education approved IEP required elements.
   D. For children funded under Virginia Medicaid, a copy of the monthly written report submitted to Medicaid must also be submitted to the buyer's case manager and CSA Office within the timeframes stipulated by Medicaid.

8. SERIOUS INCIDENT REPORTING (SIR):
   A. The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which involves youth placed by the Buyer. A serious incident includes, among others, abuse or neglect; criminal behavior; death; emergency medical treatment; facility related issues, such as fires, flood, destruction of property; food borne diseases; serious infractions of facility or school rules; physical assault/other serious acts of aggression; sexual misconduct/assault; substance abuse; serious illnesses (such as tuberculosis, meningitis, 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; or other incidents which jeopardize the health, safety, or wellbeing of the youth.

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

9. RECORDS MAINTENANCE:
A. The Provider and any subcontractor shall maintain an accounting system and supporting records adequate to assure that invoices are in accordance with applicable state and federal requirements. Such supporting records shall reflect all direct and indirect costs of any nature expended in the performance of this Agreement and all income from any source. If required, the Provider shall also collect and maintain fiscal and statistical data on forms designated or approved by the Buyer. The Provider shall maintain such program records as may be required by the Buyer. The Provider covenants to retain all books, records, progress reports, educational records and other documents relative to this Agreement for five (5) years after termination or final payment under this Agreement, except when a longer period of retention is necessary for the purposes of complying with the requirements of an unresolved federal or state audit, state or federal law, or court order. The Buyer, its authorized agents, and/or state and federal auditors shall have full access to and the right to examine any of said materials specific to children served

by this Agreement during said period. In the event of a determination that the Provider received funds improperly or did not provide the authorized services or goods for which funds were received, the Provider shall provide the Buyer full restitution of any such funds.

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

10. CONFIDENTIALITY:

A. Any information obtained by the Provider concerning the child pursuant to this Agreement shall be maintained as confidential. Use and/or disclosure of such information by the Provider shall be limited to purposes directly connected with the Provider's responsibilities for services under this Agreement. If applicable, it is further agreed by both parties, that this information shall be safeguarded in accordance with the provisions of Title 63.2, Sections 102 and 104 of the Code of Virginia (1950), as amended, and any other applicable provisions of State and federal laws and regulations including but not limited to the Individuals with Disabilities Education Act, 20 USCS@1400, et seq. (2002) (IDEA), the Family Education Rights Privacy Act of 1974 and/or Educational Records Management regulations, and the Health Insurance Portability and Accountability Act of 1996, as amended.

B. The Provider shall comply with the confidentiality provisions of VA. Code Section §2.2-5210. This includes, among others, not photographing the child/youth placed by the Buyer nor permitting media coverage of the child/youth without the written permission of the parent(s) or the legal guardian, as the case may be. It further precludes audiovisual recording of the child/youth as well as prohibits the child's/youth's participation in any research projects without the written permission of the parent(s) or the legal guardian, as the case may be.

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

12. EMPLOYEES:

A. Neither the Provider, nor its employees, volunteers, assignees or subcontractors shall be deemed employees or agents of the Buyer by virtue of the services to be performed pursuant to this Agreement or the contractual relationship established hereby. The Provider shall have the sole responsibility for its staff and volunteers, including its work, personal conduct, directions and compensation. The Provider hereby agrees to indemnify and hold harmless the Buyer from any and all employee tax liability (including withholding liability) and any employment-related claims, including any claim of entitlement to employee benefits, imposed or threatened to be imposed solely as a result of the contractual relationship established hereby.

B. Upon request of the Buyer, the Provider will submit resumes and, if applicable, credential

information for certain employees, so long as no Federal or State law is breached as to information protected by confidentiality laws.

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

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

15. DISCRIMINATION: During the performance of this Agreement, the Provider agrees as follows:
    A. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex (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.

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

and approved by CPMT. In the event the Provider elects to offer services not included on the Rate Sheet attached hereto, the Provider will submit to the CPMT a request to add the service. Approval from the CPMT shall be secured prior to the offering of the service. Failure to obtain such approval will result in non-payment for such services. The Provider guarantees that any cost incurred pursuant to this Agreement shall not be included or allocated as a cost of any other federal, state, or locally financed program.

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

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

19. INSURANCE: The Provider shall at its sole expense obtain and maintain during the term of this Contract the insurance policies listed and required herein, naming Frederick County CPMT as an additional insured, and shall furnish Frederick County CPMT with a certificate of insurance prior to commencing work upon any PO signed pursuant to this Contract. Any required insurance policies must be effective prior to the provision of any services or performance by the Provider under this contract and such policies cannot be cancelled without 30 days written notice to Frederick County CPMT. The following insurance is required:
    A. Commercial general liability insurance, written on an occurrence basis which shall insure against all claims, loss, cost damage, expense or liability from loss of life or damage or injury to person or property arising out of the Provider's performance under this Contract. The minimum limits of liability for this coverage shall be $1,000,000 combined single limit for any one occurrence.
    B. Contractual liability broad form insurance shall include the indemnification obligation set forth in this contract.
    C. Workers' compensation insurance covering Provider's statutory obligations under the laws of the Commonwealth of Virginia and employer's liability insurance shall be maintained for all its employees engaged in work under this contract. Minimum limits of Liability for employers liability insurance will be $500,000 for bodily injury by accident each occurrence, $100,000 bodily injury by disease (policy limit) and $100,000 Bodily injury by disease (each employee). With respect to Workers' compensation coverage, the Provider's insurance company shall waive

rights of subrogation against FC CPMT, its officer, employees, agents, volunteers and representatives.

D. Automobile liability insurance shall be at least $1,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this contract.

E. Professional liability insurance with a minimum of liability of $1,000,000.

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

20. LICENSURE/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 contract within 30 days of receipt of the updated license. The Provider covenants that it will maintain its required licensed status with the appropriate governmental authorities and will immediately notify the Buyer's CSA Office at (540) 722-8395 in the event such licensing is suspended, withdrawn or revoked. The Provider agrees that such suspension, revocation or withdrawal shall constitute grounds for the immediate termination of this Agreement. Misrepresentation of possession of such license/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 Commonwealth of the provisional status, regardless of the reason the license was made provisional. Failure to notify the Buyer may result in immediate termination of the contract by the Buyer. The Provider will submit to the Buyer the Corrective Action Plan at the time it is provided to the Commonwealth in accordance with the Virginia Administrative Code 12VAC 35-105-170. Failure to do so may be grounds for immediate termination of the contract by the Buyer.

B. If the Provider promotes any areas of service specialization or provision of Evidence Based Practices, i.e Certified Sex Offender Treatment Provider (CSOTP), Trauma Focused Cognitive Behavioral Therapy (TF CBT), Eye Movement Desensitization and Reprocessing (EMDR), Multisystemic Therapy (MST) etc., the Provider shall furnish a copy of any such certifications obtained. 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 CSA Office at (540) 722-8395.

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

22. PURCHASE OF SERVICE ORDER:

A. This Agreement, attached addendum (if any), and attached Rate Sheet(s) contain the entire

terms for purchase of services contemplated hereby, but do not obligate the actual purchase of any services. A Purchase of Service Order (PO) setting forth a description of the discrete services purchased and the duration thereof, will be presented to the Provider on a child specific basis when the Buyer chooses to purchase services. The PO will be mailed to the Provider for review, acceptance and signature indicating approval with the child specific service terms.

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

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

24. PROVIDER TERMINATION OF PURCHASE OF SERVICE ORDER: After accepting the PO, the Provider may request of the Buyer to terminate service provision to the client for child-related causes, including but not limited to, the Provider determining that the Buyer required services are not available, or not therapeutically appropriate. The Provider may not request the Buyer to terminate or adjust the Purchase of Service Order arbitrarily or without cause. The Provider must give thirty (30) calendar days advance written notice to the Buyer or its representative of any request for termination. However, in the event that a child poses an imminent safety risk to him/herself, staff, or other children, the Provider may request termination of services with 10 days' notice. Services may be terminated early so long as the parent or legal guardian, as the case may be, the Buyer or its representative, and the Provider agree to such termination. For either a 30-day request for termination, or a request for early termination, the Provider must work with the Buyer or its representative to provide transition from the Provider's services.

25. INVOICES:
A. Each month the Provider shall submit to the CSA Office separate invoices for each child for units of services authorized by the Buyer and actually delivered by the Provider during the preceding month. The Provider shall not mail invoices to the case managers of the Buyer. The Provider shall email all invoices to the Frederick County CSA Office, Robbin.Lloyd@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.
C. Providers are not to bill for more services than the maximum monthly number of units on the PO. Should the Provider receive a request from the Buyer's case manager for additional services for that month, the Provider shall immediately notify the CSA Coordinator at (540) 722-8395. Additional services are only authorized by an amendment to the PO.
D. Provider invoices which are not approved will be returned to the Provider for correction or modification. The Provider promptly shall re-submit a corrected invoice within 14 business days.
E. The Provider shall not charge the Buyer, and the Buyer shall in no event be responsible for, more than the rate or the maximum number of units authorized by the Buyer and specified on the PO 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. In those instances where non-Virginia Medicaid medical services are provided to the client, the charges for such services shall be billed separately to a third party. If a client is placed by Frederick County, any outside medical services shall be billed to the parents' insurance or to the parent.
H. All outside medical services shall be approved prior to the client receiving the services, unless they are of a nature requiring immediate emergency assessment and treatment to prevent life threatening or serious debilitating medical deterioration. In the latter instance, the Provider will follow the reporting requirements set forth in Section 8, Serious Incident Reporting.
I. The Buyer shall not be obligated to pay for services when the Provider fails to submit invoices within thirty (30) days following the month of the provision of the service. However, in those instances when the Provider seeks payment from an insurance company, or TRICARE, the 30-day requirement is suspended, provided the Provider immediately notifies the Buyer of this contingency. Within thirty (30) days following receipt by the Provider of said insurance or TRICARE payments, the Provider shall be required to submit invoices for balance due, if any.
J. If the Provider receives Virginia Medicaid payments for services rendered under this Agreement, such payments shall constitute payment in full for those services. The Buyer will accept invoices and pay for services offered by a Medicaid enrolled Provider that are not eligible for Medicaid payment, while a child is awaiting Virginia Department of Medical Assistance Services (DMAS) determination. The Buyer will not accept or pay invoices for Medicaid eligible services until DMAS makes their determination that those services are no longer reimbursable for a particular child. Upon initial DMAS denial, the Provider must submit appropriate documentation for appeal. The Provider should submit a separate invoice for denied Medicaid eligible services once DMAS makes their final determination upon appeal as to reimbursement for the entire month of service. At that point the service will be processed as a CSA Authorized service, insomuch as all other requirements have been met. A Purchase Order will be generated by the Buyer for those DMAS denied services in addition to the Purchase Order already generated for the services not eligible for Medicaid reimbursement. Payments

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

K. Notwithstanding the above, 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 second check run in August. Notification of specific dates 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.

26. DENIAL OF FUNDING: Due to the need to ensure that the best interests of the child/youth are met, it is required that when the Provider is notified that Medicaid or other non-CSA funding is to be discontinued, the Provider notify the CSA office and Buyer's case manager by the next business day by telephone and then in writing. 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 assess the situation and may bring the case before the Family Assessment Planning Team (FAPT) to review the IFSP/case service plan. 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.

27. 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. The Provider agrees to execute the Frederick County Copayment policy where applicable.

28. ALTERNATIVE FUNDING:

A. Providers are required to use Virginia Medicaid certified or applicable Third Party Payment providers 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 MCO website or at: www.dmas.virginia.gov, click on the For Members tab and then click to Find a Provider.

B. The website for Provider enrollment is: www.dmas.virginia.gov then click on the tab for For Providers, then Become a Medicaid Provider. If at any time during the registration process you have questions or issues, please contact the Virginia Medicaid Provider Enrollment Helpdesk toll free at 888-829-5373 or email va.medicaid.providerenrollment@conduent.com.

C. 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.

29. 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.

30. 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.

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

32. 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.

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

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

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

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

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

- shall be enforceable and binding upon and inure to the benefit of the parties hereto;

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

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

35. PERIOD OF CONTRACT: The period of this contract shall be from date of signature through June 30, 2022 with the ability to renew annually by mutual agreement until June 30, 2024. 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 for the existing placement(s) at the current rates until agreement is reached. The Buyer will continue to pay for services for the child(ren) & youth already placed with the Provider at the current rates until agreement is reached. No new placements will be made with the Provider until agreement to the new rates is reached. No retroactive rate payment will be made by the Buyer. Prior to July 1 of each year, a renewal letter will be sent to current vendors to confirm the Buyer wishes to continue the Agreement. Rate changes are allowed only during the renewal period and must be agreed to and approved by CPMT.

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

_____
Provider Name

_____ _____
Provider Authorized Representative Printed Name

_____ _____
Title Date

_____ _____
CSA Coordinator Date

ADDENDUM B
COMMUNITY BASED SERVICES

This Addendum B dated , amends, modifies and supplements that certain Agreement for Purchase of Services ("Agreement") dated , between the Frederick County Community Policy and Management Team ("CPMT"), as the case may be, hereinafter referred to as the "Buyer" and , hereinafter referred to as the "Provider". Where there exists any inconsistency between the Agreement and Addendum B the provisions of Addendum B control.

This Addendum B reflects those services which the Provider agrees to make available to the Buyer. 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/CSAServiceNames.pdf. Any services offered that are not defined on 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
   3) Youth/family functioning in major life domains (e.g., school, home, community, legal)
   4) Current family structure and functioning - strengths and needs
   5) Other current treatment/services including medication management
   6) Summary of service and treatment history
   7) Behaviors to be addressed - focus of intervention
   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 a 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 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. 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

9. 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 not invoice the Buyer for training or the time associated with it, that employees of the Provider may receive.

E. 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 by 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 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.

F. 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.

G. For child care facilities the following will apply:
   1) Child Care facilities shall be licensed through the Department of Social Services, unless Religious Exemption has been obtained by proper authorities.
   2) The Buyer will only reimburse for those fees listed on the agreed upon rate sheet.
   3) Fees for mats, linens, or other items for personal use are not the responsibility of the Buyer.
   4) 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.
   5) 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.

10. INVOICING:

A. The Provider will submit invoices in accordance with section 25 of the APOS and section 8 of this Addendum B within 30 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 includes 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) CSA case manager's name
   5) Provided service as defined on the rate sheet
   6) Contract unit price
   7) # of units
   8) Dates of service
   9) Duration/times 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.

11. 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.

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

_____
Provider Name

_____ _____
Provider Authorized Representative Printed Name

_____ _____
Title Date

_____ _____
CSA Coordinator Date

STANDARDIZED SERVICE NAMES
CSA Purchased Services
JUNE 2014
Technical Edits JANUARY 2015, JULY 2016
Additional Services Added FEBRUARY 2020

Acute Psychiatric Hospitalization[3]
Inpatient services that 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 exacerbation of a condition and to prevent injury to the recipient or others.

Applied Behavior Analysis[3]
ABA is the design, implementation, and evaluation of environmental modifications to produce socially significant improvement in human behavior. ABA includes the use of 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.

Assessment/Evaluation[3]
Service conducted by a qualified professional utilizing a tool or series of tools to provide a comprehensive review with the purpose to make recommendations, provide diagnosis, identify strengths and needs, risk level, and describe the severity of the symptoms.

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 Intervention[3]
Crisis intervention services are mental health care services, available 24 hours a day, seven days per week, to provide assistance to individuals experiencing acute mental health dysfunction requiring immediate clinical attention. The objectives are to prevent exacerbation of a condition; to prevent injury to the individual or others; and to provide treatment in the least restrictive setting.

Crisis Stabilization[3]
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 re-hospitalization; 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
Service is provided by a trained facilitator to conduct a Family Partnership Meeting. The meeting is a relationship focused approach that provides structure for decision making and 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 provide assistance, support, and/or training in various community settings to build natural supports and functional skills that empower 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 day care etc.) and behavioral interventions.

Functional Family Therapy (FFT)
Is 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 meeting national FFT standards.

Independent Living Services
Services specifically designed to help adolescents make the transition to living independently as an adult. Services include training in daily living skills as well as vocational and job training.

Independent Living Stipend[2]
Payments made to youth previously in foster care who are now in independent living arrangements for the purposes of payments for housing, food, etc.

Individualized Support Services
Support and other structured services provided to strengthen individual skills and/or provide environmental supports for individuals with behavioral/mental health problems. Services are based on the needs of the individual and include training and assistance. These services normally do not involve overnight care by the provider; however, due to the flexible nature of these services, overnight care many 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
Services, as defined by State Executive Council policy, conducted by an Intensive Care Coordinator for children who are at risk of entering or who are placed in residential care. ICC providers must be trained in the High Fidelity Wraparound model of care coordination 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 crisis situations, 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.

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 Services[3]
IIH services for Children/Adolescents under age 21 are intensive, time-limited interventions provided typically but not solely in the residence of a child who is at risk of being moved into an out-of-home placement or who is being transitioned to home from out-of-home placement due to documented clinical needs of the child. These services provide crisis treatment; individual and family counseling; and communication skills (e.g. counseling to assist the child and his/her parents to understand and practice appropriate problem-solving, anger management, and interpersonal interaction, etc.); and coordination with other required services. Service also includes 24-hour emergency response.

Maintenance – Basic[2]
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.

Maintenance – Clothing Supplement[2]
Payments, as determined and scheduled by VDSS, 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 which are beyond the scope of "ordinary parental duties," and is provided in a licensed day care facility or home.

Maintenance – Enhanced[2]
The amount paid to a foster parent over and above the basic foster care maintenance payment. Payments are based on the needs of the child for additional supervision and support by the foster parent as identified by the VEMAT.

Maintenance – Transportation[2]
In accordance with Title IV-E and Fostering Connections regulations, payments made to support a child/youth in foster care. Includes: visits to family including parents, relatives and siblings; costs for the child to be transported to a non-resident/non-zone school in accordance with a best interest determination. Costs may include purchased contracted services, 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 but is necessary to prevent an out of home placement of a youth or assist with reunification. Payments may include, but are not limited to, support with housing and utilities costs.

Mental Health Case Management[3]
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 Building[3]
A training 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 are intended to 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 appropriately matched with screened and trained adults for one-on-one relationships. Services include meetings and activities on a regular basis 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)
Is 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 train in the approach. MI may be employed with youth and adults.

Multisystemic Therapy (MST)
Is a short-term, community- and evidence-based intervention for youth ages 11-17 with various emotional and behavioral problems who are at risk of out of home placement and other serious negative outcomes. MST must be delivered by a team of trained and certified practitioners meeting national MST standards.

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]
Treatment provided to individuals on an hourly schedule, on an individual, group, or family basis, and usually in a clinic or similar facility or in 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)
Is an outpatient parent training model focused on youth ages 2 – 7 years old and is designed to reduce problematic externalizing behaviors by increasing positive parenting behaviors and improving the quality of the parent-child relationship. PCIT is general conducted in weekly sessions in the office of the therapist. PCIT must be delivered by masters level trained and practitioners who have received specialized training and meeting national PCIT standards.

Private Day School[4]
Special Education services identified through an IEP in which the "least restrictive environment" is identified as a private day school. Services are provided in a licensed, privately owned school for persons determined to have a disability as defined by the *Regulations governing Special Education Programs for Children with Disabilities in Virginia*.

Private Foster Care Support, Supervision and Administration[1]
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.

Private Residential School[4,3]
Residential education services provided to students with disabilities who are placed into a residential program through an IEP in which the "least restrictive environment" is identified as a private residential school. Includes all services identified in the IEP as necessary to provide special education and related services, including non-medical care and room and board.

Residential Education[3]
A component of the total daily cost for placement in a licensed level C residential treatment facility (PRTF). These education services are provided in a licensed, privately owned and operated Level C residential treatment facility to a child/youth with or without an individualized education program (IEP) who has been 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. 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 for placement in a licensed congregate care facility. Activity includes around the clock supervision.

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

Residential Medical Counseling[3]
A component of the total daily cost for placement in a licensed Level C residential treatment facility (PRTF). Activities include around the clock nursing and medical care through on-campus nurses and on-campus/on-call physician. Activities also include the doctor and nurse at every treatment planning meeting for resident.

Respite
Service that provides short term care, supervision, and support to youth for the purpose of providing relief to the primary care giver while supporting the emotional, physical, and mental well being of the youth and the family/guardian. 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 be delivered to youth placed in private education schools. Services include, but are not limited to occupational therapy, physical therapy, speech therapy.

Sponsored Residential Home Services[3]
A short-term residential treatment service provided in a private home which is supervised by a licensed provider. Providers arrange for, supervise, and provide programmatic, financial, and services support to sponsors providing care or treatment for individuals placed in the sponsors' homes.

Substance Abuse Case Management[3]
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 both the mental health and substance use disorders. Only one type of case management may be billed at one time.

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

Trauma-Focused Cognitive Behavioral Therapy (TC-CBT)
A counseling approach for children and adolescents who have a variety of symptoms associated with exposure to trauma. The intervention also supports caregivers in implementing positive patenting skills and positive interactions with the child/adolescent. TF-CBT is typically delivered in an office setting over 12 – 16 weeks, although this may vary. TF-CBT is delivered by licensed mental health professionals who have received specific TF-CBT training and certification.

Therapeutic Day Treatment for Children and Adolescents[3]
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 Management[1]
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 review of IFSPs, review of services delivered by providers, review of a child or youth's progress toward goals, and the provision of recommendations for service planning and revision of service plans/goals.

[1] Licensed by Virginia Department of Social Services

[2] Defined in accordance with Title IV-E

[3] Licensed by Virginia Department of Behavioral Health and Developmental Services

[4] Licensed by Virginia Department of Education

[5] Licensed by Virginia Department of Juvenile Justice

ADDENDUM D
CONGREGATE CARE SERVICES AGREEMENT

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

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

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

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

1. ROOM & BOARD:

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

1) Food: Costs associated with providing food for the youth (net of USDA revenues), costs may include:
   a) The food itself
   b) Meal preparation, operation and maintenance of the kitchen facility
   c) Dietary supplies
   d) Salaries and fringe benefits associated with staff involved in food preparation and assuring appropriate dietary/nutritional standards are met

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

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

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 high chairs and diapers; and fees related to activities.

7) Liability insurance with respect to the youth: Insurance costs directly related to a youth, above normal home insurance, to cover damages and harm by the youth to property or another person. This cost is included in the room and board rate for applicable homes. 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 without authorization, for more than four (4) consecutive calendar days the Provider must get written authorization from the CSA Coordinator to continue to bill for the placement. In any event, the Buyer will discontinue payment for room and board and other services as of the fourteenth (14) day of the unauthorized absence.

F. If a youth placed in a congregate care setting is authorized for a service in an acute care setting, the bed in the group home may be held for the youth for more than four (4) days with written authorization of the CSA Coordinator. Bed holds longer than fourteen (14) days will be negotiated on a case by case basis and must be authorized by the CPMT.

G. If a youth moves to a new address or is relocated from his current place of residence for any reason, the Provider shall notify the Buyer's representative prior to such transfer or relocation. If the transfer or relocation is due to an emergency, the provider shall notify the Buyer's representative as soon as the emergency ends.

H. 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.

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 and shall be approved by the Buyer's case manager prior to its initiation.
- **B.** GROUP COUNSELING/ THERAPY: Group counseling/therapy shall be provided in accordance with the youth's IFSP by a licensed clinician or license-eligible clinician under supervision. The frequency of such counseling/therapy shall be determined on a youth-specific basis and shall be approved by the Buyer's case manager prior to its initiation.
- **C.** FAMILY COUNSELING/ THERAPY: Family counseling/therapy shall be provided in accordance with the youth's IFSP by a licensed clinician or license-eligible clinician under supervision and shall occur face-to-face according to FAPT recommendation, but no less than 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. The frequency of such counseling/therapy shall be determined on a youth-specific basis and shall be approved by the Buyer's case manager prior to its initiation.

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

- **A.** Family visitation shall not be withheld as a behavioral consequence.
- **B.** Any reduction or change in visitation 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/ADDICTION: Frederick County has adopted the American Society of Addiction Medicine as best practices in the treatment of substance use disorders. Substance Use Services are provided to assist youth and their families with recovery from substance abuse/addiction. Treatment of the actively substance- addicted population shall incorporate a structured program that addresses the addiction and the associated developmental, family, peer and relationship issues. Treatment shall incorporate education, individual and group therapy dealing with abuse/addiction and concomitant problem areas with a strong emphasis on family therapy and the twelve step programs for the development of coping and living skills to prevent relapse. Treatment shall also incorporate the provision of continuing care or referral to appropriate facilities for continuing care services. Treatment shall be provided by an individual who holds a certification or license in substance abuse treatment or individual supervised by an approved substance abuse clinical supervisor unless an exception is made by FAPT. Providers of Substance Abuse treatment services shall follow ASAM criteria in determining the needs of the client and level of care necessary for treatment.

14. PROBLEMATIC SEXUAL BEHAVIOR/SEXUAL TRAUMA: Services are provided to assist youth who have demonstrated problematic sexual behavior or who have experienced sexual abuse. The program shall be designed to provide a professional evaluation and treatment by a licensed provider with specialized training and relevant expertise. 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.

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. The living skills training services are direct activities toward specific goals in accordance with the transition living plan. The training and services should include activities that fit into the domains of the Casey Life Skills Assessments including daily living, self-care, housing and money management, career and education planning, permanency and other domains.

B. The Provider shall work collaboratively with the Buyer in providing independent living services mandated under the Foster Care Independence Act of 1999.

C. Progress on independent living goals should be included in the quarterly reports.

D. The Provider will complete a Casey Life Skills Assessment for any youth ages 14 and older in their program within 30 days of placement or within 30 days of a youth turning 14 that is currently placed. If the youth has a current Casey Life Skills Assessment, this document shall be provided to the Provider.

1) The Casey Life Skills Assessments must be updated at least yearly. The youth may complete the plan on their own or it can be a collaborative effort with the youth and the Provider.
2) The Casey Life Skills Assessment can be found at http://lifeskills.casey.org/.
3) Once completed the Provider should summit a copy to the Buyer's case manager within 10 days.

E. A transition living plan must be completed by the Provider within 30 days of completion of the Casey Life Skills Assessment.

1) The transition living plan should be a collaborative effort with the youth and all treatment providers, including the Buyer's case manager. The transition living plan may be completed during 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 within 10 days of the decision to make changes.

4) The Buyer's case manager serves as the point of contact for the team-based planning process and is responsible for decisions about services rendered in a manner consistent with the FAPT authorization and team-based planning process.

F. The provider must complete a 90–day Transition Living Plan on a youth 90 days before the youth turns 18, 19, 20 and 21.

1) The 90–day Transition Living Plan should be a collaborative effort with the youth and all treatment providers, including the Buyer's case manager. The transition plan may be completed during a family team meeting, treatment meeting, and/or other team based planning meeting.

2) A sample 90-day Transition Living Plan can be received from the Buyer's case manager upon request. In the event the Provider already has a transition living plan template this plan must be approved by the Buyer's case manager prior to use. The 90–day transition living plan must be updated at least yearly. Once completed the Provider should summit a copy to Buyer's case manager within 90 days before the youth turns 18, 19, 20 and 21.

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.

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.

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.

II. TREATMENT PLANNING AND REPORTING:

1. INITIAL ASSESSMENT:

A. The Provider will complete and submit a written initial assessment within thirty (30) days of service initiation.

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

2. SERVICE/TREATMENT PLAN:

A. The Provider will complete and submit an initial service/treatment plan based on the initial assessment describing the services to be provided to each youth and the youth's family in accordance with that youth's Individualized Family Service Plan (IFSP) within thirty (30) days of services being initiated.

B. The service/treatment plan shall be modified, as needed, in collaboration with the Buyer's case manager, the youth, the youth's family, the provider, and any other members of the youth/family's team. Any significant changes proposed to the service/treatment plan will reflect the consensus of the youth, family and team.

C. The service/treatment plan shall include the following:
- **1)** Short and long term goals that are youth, family and behavior-specific with measurable objectives and performance timeframes
- **2)** Crisis safety plan to include provisions during the workday as well as after hours and emergency telephone contact numbers
- **3)** Estimated # of contact hours and frequency of contacts per week
- **4)** Discharge plan
- **5)** Plan signed by provider, Buyer's case manager, youth, youth's family member

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

4. MONTHLY PROGRESS REPORTING:

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

B. Monthly reports shall be submitted to the Buyer's case manager. Electronic submission via a secure email transmission is strongly encouraged.

C. The monthly report submitted on the Provider's letterhead shall include the following:
- **1)** Provider's legal name, email, and phone number
- **2)** Identifying client information to include name of youth and birthdate, and date of admission
- **3)** Progress on goals; Barriers toward achieving goals, Progress towards discharge
- **4)** Progress in family therapy; frequency type; type of visits, contacts, and off-site passes
- **5)** Significant incidents affecting the youth (in accordance with Section 8 of the APOS)
- **6)** Change in therapist, medication and/or agencies/service involvement with youth
- **7)** Current functioning in major life domains (e.g., school, home, community, legal)
- **8)** Discharge/Transition plan
- **9)** Date of reporting period
- **10)** DSM Diagnoses and medications

5. DISCHARGE/AFTERCARE REPORT:

A. The Provider will complete and submit a discharge/aftercare report within ten (10) business days of the discharge/end of service.

B. Discharge reports shall be submitted to the Buyer's case manager. 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.

III. REIMBURSEMENT FOR SERVICES:

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

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

2. PROVIDER MEDICAID SERVICES: The CPMT requires all providers whose services meet the Virginia Medicaid standards for a PRTF or TGH as outlined in the Psychiatric Services Manual and Community Mental Health Rehabilitative Services Manual, respectively, to enroll as PRTG or TGH provider. Medicaid application information is available through:

Virginia Medicaid Provider Enrollment Helpdesk
1-888-829-5373 (in state toll-free) 1-804-270-5105 local
Fax: 1-888-335-8476 or 1-804-270-7027
Email: VA.Medicaid.ProviderEnrollment@conduent.com
https://www.virginiamedicaid.dmas.virginia.gov/wps/portal/ProviderResources

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

http://www.magellanofvirginia.com/for-providers-va.aspx
or by contacting Magellan at 1-800-424-4536

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 at jjury@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 the continued stay criteria and submitting it to the DMAS contractor prior to expiration of the authorization period.

6) Preparing and implementing DMAS billing.

7) 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.

8) Billing DMAS for other Medicaid covered services, e.g. therapy, pharmacy.

9) Invoicing the CPMT for the non-Medicaid eligible services according to Section 25 of the Agreement for Purchase of Services.

10) Notifying the Buyer when the youth no longer meets the Medicaid reimbursement criteria and DMAS no longer authorizes payment for the youth. Such notice is required by secure email at jjury@fcva.us within two business days after the Provider receives notice from DMAS that it will no longer make payment.

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

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

1) Provide a complete copy of DSM diagnosis.

2) Complete the Child & Adolescent Needs and Strengths (CANS) score sheets from the for both the Youth Functioning Profile and the Caregiver Functioning Profile and submit to the Provider as part of the authorization process. The CANS rating shall be completed within thirty (30) days prior to placement and shall be submitted to the Provider in a timely fashion. It shall indicate at least two areas of moderate impairment as defined in the eligibility criteria.

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

3. PLACEMENT OUTSIDE OF VIRGINIA

A. CPMT requests that out of state facilities consider entering into a Single Case Agreement (SCA) with Magellan of Virginia 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.

IV. INVOICING:

1. The Provider will submit invoices in accordance with section 25 of the APOS and section IV of this Addendum D within ten (10) business days of the end of the month. The Buyer reserves the right to reject any invoices with incomplete data elements. Time frames for payment begin when the invoice contains all required elements.

A. The invoice shall include the following:

1) Provider's legal name, email, and phone number
2) Separate invoice for each youth
3) Youth's name
4) Month service was provided
5) Purchase order number
6) Buyer's case manager name
7) Services delivered as defined on the rate sheet
8) Contract unit price
9) # of units
10) Dates of service
11) Copy of Monthly Progress Update for month of service being billed

B. TITLE IV-E: The CPMT requires that all allowable costs for foster care youth must be structured in accordance with all Federal and State regulations to allow the Buyer to seek appropriate reimbursement for those services via Title IV-E of the Social Security Act.

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

_____
Provider Name

_____ _____
Provider Authorized Representative Printed Name

_____ _____
Title Date

_____ _____
CSA Coordinator Date

ADDENDUM A
SPECIAL EDUCATION AND RELATED SERVICES

This Addendum A dated _____, 2021 amends, modifies and supplements that certain Agreement for Purchase of Services ("Agreement") dated _____, 2021, between the Frederick County Community Policy and Management Team ("CPMT"), hereinafter referred to as the "Buyer", and_____ _____, hereinafter referred to as the "Provider". Where there exists any inconsistency between the Agreement and Addendum A the provisions of Addendum A will control.

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

SPECIFIC TERMS AND CONDITIONS

1. OBLIGATIONS: All obligations of the Provider pursuant to the State of Virginia (or Provider's State) and federal special education laws and regulations are incorporated herein by reference.

2. PROVIDER STATUS: The Provider 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 promptly in the event such approval is withdrawn, revoked or threatened to be withdrawn or revoked. Such withdrawal or revocation shall immediately terminate this Agreement. 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 two (2) or more consecutive school days or for a period of more than four (4) days in any month, the Provider shall investigate the reasons for such absence. The Provider will consult with FCPS regarding pre-approved absences and the method of documenting student attendance.
    c. The Provider should document the interventions attempted to ensure that the student attends school regularly before referring the case to a school attendance officer.
    d. After five unexcused school absences, the Provider may consider referring the student for attendance violations if the student is of compulsory attendance age (five to sixteen.)
    e. In the event the child is absent without authorization for more than five (5) days in a one month period, the Provider must get written authorization from the CSA Coordinator to hold the placement open. The Buyer will discontinue payment for education and other services after the tenth (10th) consecutive school day of the unauthorized absences.
    f. In the event the child is provided education outside of the classroom, the number of days that the child is in that alternate setting must be reported to the placing agency.
    g. If a child has an authorized absence, such that the child is unable to participate in his/her special education placement, that placement will be held for the child for no more than fourteen (14) calendar days with written approval of the CSA Coordinator. Longer holds

will be negotiated on a case-by-case basis.

h. CSA can only fund services actually received, therefore any absences, whether authorized or unauthorized, shall not be paid.

4. ANNUAL REPORTS: Providers will submit an annual report that includes performance measures and/or outcomes data that is submitted to other regulatory agencies including the Department of Education and accrediting organizations. Such reports shall be submitted to the CSA Office, 107 N Kent St, 2nd Floor, Winchester, VA 22601 with all annual contract documents.

5. EDUCATIONAL REPORTS: The Provider shall prepare Quarterly Educational Progress Reports, proposed draft IEPs and, as appropriate, transcript data on each student covered by this Agreement and shall submit such reports to the FCPS Special Instructional Services Department, 1415 Amherst Street, Winchester, VA 22601 and CSA Office, in accordance with the dates identified in the school calendar. For the purposes of this Agreement, if the Provider is a day school, school calendar shall be defined as one consistent with the FCPS school calendar. However, if the Provider is a residential school and/or a twelve (12) month school, the school calendar shall be defined as that which is agreed upon by the Provider and ~~the~~ FCPS.

   a. Proposed draft IEPs shall be submitted to, and received by, FCPS and those parents whose parental rights have not been terminated and/or those who have custodial rights of the youth prior to any scheduled IEP meeting. 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. All other reports listed above must be submitted within 10 business days. The Provider agrees to provide timely responses to inquiries made by FCPS and to apprise FCPS of all material information concerning the student covered by this Agreement, including, without limitation, any change in the residence address of the student's parents or legal guardian.

6. SYLLABUS: A syllabus describing each course offering must be provided to the FCPS Special Instructional Services Department no later than September 1st of each school year; failure to deliver the syllabus shall constitute a certification by the Provider that it has adopted the FCPS standard course descriptions for each subject area for which a syllabus has not been produced.

7. GRADUATION REQUIREMENTS:

Commented [A1]: Should this be removed altogether? The schools bill by enrollment, not attendance. Correct?

Commented [A2]: I will defer to Maria, but are the private schools creating drafts and then sharing with Jamison? I would still like to hold the private schools responsible for drafting information that our staff would use in developing the IEP. If you agree, then we need to change the wording here to match our expectations. Does that make sense?

Commented [A3R2]: I don't know the answer to that. I agree that they should be, though. What would you suggest for wording? I thought that's what it actually said...

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

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

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

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

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

12. NOTICE:
    a. Notices required of the Provider to be sent pursuant to this Addendum A shall be sent for FCPS referred students to: Frederick County Public Schools, Special Instructional Services Department, 1415 Amherst Street, Winchester, VA 22601
    b. Notices required of the Provider to be sent pursuant to this Addendum A shall be sent for FCPS referred students to: CSA Office, 107 N Kent St, 2nd Floor, Winchester, VA 22601
    c. Any party by written notice to the other, given in the manner prescribed above, may change its address for receiving notice.

13. RATE NEGOTIATION: The rate negotiated between the Buyer and the Provider shall not

Commented [A4]: Wondering if clock hours are still required for high school courses? We will check on this and adjust if needed.

Commented [A5R4]: Were you able to find out if this was still valid?

Commented [A6]: I don't think this should be "and", but I'm not exactly sure what is supposed to be there either. maybe "to an", but that doesn't really make a whole lot of sense either...

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 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.

Commented [A7]: Does this contradict us paying per enrolled child, not per attendance?

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

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

_____
Provider Name

_____ _____
Provider Authorized Representative Printed Name

_____ _____
Title Date

_____ _____
CSA Coordinator Date

ADDENDUM C
TREATMENT FOSTER CARE SERVICES

This Addendum C dated_____, 2021, amends, modifies and supplements that certain Agreement for Purchase of Services ("Agreement") dated _____, 2021, between the Frederick County Community Policy and Management Team ("CPMT"), hereinafter referred to as the "Buyer" and _____, hereinafter referred to as the "Provider". Where there exists any inconsistency between the Agreement and Addendum C the provisions of Addendum C control.

This Addendum C 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.** Payment 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 youth, reasonable travel for the child to visit with family or other caretakers and to remain in his or her previous school placement, and costs related to maintenance necessary to provide the items listed above.
     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. Costs are imbedded in the family foster home rate. These costs may include: 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. These costs are embedded in the family foster home rate.
     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. Special dietary needs shall be assessed and provided on an individual basis.
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. In the event the youth leaves the facility without authorization, for more than four (4) consecutive calendar days, the Provider must get written authorization from the Buyer's 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 (14th) day of the unauthorized absence.
F. If a youth in a treatment foster home is authorized for a service in an acute care setting, for more seven (7) consecutive calendar days, the Provider must get written authorization from the Buyer's CSA Coordinator to continue to bill for the placement. Longer holds than fourteen (14) days will be negotiated on a case by case basis and must be authorized by the FAPT.
G. If a youth moves to a new address or is relocated from his current place of residence for any reason, the Provider shall notify the Buyer's representative prior to such transfer or relocation. If the transfer or relocation is due to an emergency, the provider shall notify the Buyer's representative as soon as the emergency ends.
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. ADDITIONAL DAILY SUPERVISION (ADS): ADS indicates a youth's need for increased supervision and support, and is the basis for determining if an enhanced maintenance payment to a foster parent (or an adoptive parent entering into an adoption assistance agreement) is needed. The need for ADS is also the basis for increased expectations for the Provider agency and the foster parent in meeting the needs of the youth. 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 public or private TFC homes. Completion of the VEMAT must be in accordance with state regulations. DSS Guidance can be found here: VDSS Child and Family Services Manual Section 18

3. CASE MANAGEMENT: Development, implementation and monitoring of the plan of care, to include ongoing evaluation of its effectiveness, as well as discharge planning.

4. 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

5. 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.

6. 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. The living skills training services are direct activities toward specific goals in accordance with the transition living plan. The training and services should include activities that fit into the domains of the Casey Life Skills Assessments including: daily living, self-care, housing and money management, career and education planning, permanency and other domains.
B. The Provider shall work collaboratively with the Buyer in providing independent living services mandated under the Foster Care Independence Act of 1999.
C. Progress on independent living goals should be included in the quarterly reports.
D. The Provider and Buyer collaborate to complete a Casey Life Skills Assessment for any youth ages 14 and older in their program within 30 days of placement or within 30 days of a youth turning 14 that is currently placed.
    1) The Casey Life Skills Assessments must be updated at least yearly. The youth may complete the plan on their own or it can be a collaborative effort with the youth and the Provider.
    2) The Casey Life Skills Assessment can be found at http://lifeskills.casey.org/.
    3) Once completed the Provider should summit a copy to the Buyer's case manager within 10 days.

A. 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 CareThe determination of the appropriate service level is always based on the individual child's specific needs and strengths.
B. The FAPT/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.
C. 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.
D. 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.
E. 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.
F. 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.
G. 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.

H. Any change in a level of service, either to a more intensive or less intensive level, shall not be made without the written consent of the Buyer's authorized representative. The Buyer will respond to Provider level change requests within 30 days of written request via letter or email to the Provider's case manager.

I. In all cases the Buyer's case manager will have final approval of the service, and/or level, to be purchased.

J. The Provider shall submit detailed level descriptions that cover what is provided at each level(s) of care, including but not limited to:
   1) Frequency and number of hours of in home visits by case manager per month
   2) Hours of ongoing parent training per year
   3) 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

K. 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 quarterly basis.

7. SERVICE/TREATMENT PLAN:

A. The Provider will complete and submit an initial service/treatment plan based on the initial assessment describing the services to be provided to each youth and the youth's family in accordance with that youth's most recent 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 service/treatment plan 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. Any significant changes proposed to the service/treatment plan will reflect the consensus of the youth (when possible), family and team.

C. The service/treatment plan shall include the following:
   1) Level of service and appropriate description of services the youth is receiving. When the plan is updated, it will include the current service level, the most recent prior service levels received and the time periods for which the youth received those levels of service.
   2) Short and long term goals that are youth, family and behavior specific with measurable objectives and performance timeframes
   3) Individualized Crisis safety plan to include provisions during the workday as well as after hours and emergency telephone contact numbers
   4) Discharge plan/transition plan
   5) Plan signed by provider, Buyer CM, youth, youth's TFC family member, and birth parents as allowed

D. The service/treatment plan shall focus on continuity of services and permanency planning to achieve the following placement outcome goals developed by the State Executive Council for the Comprehensive Services Act:
   1) Youth demonstrates improved functioning per CANS. Youth is successfully discharged from treatment foster care in accordance with the youth's permanency plan.

E. 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.

8. SERVICE/TREATMENT PLAN REPORTING REQUIREMENTS:

A. The Provider will complete and submit a quarterly report within thirty (30) calendar days following the Progress Review Meeting.

B. Monthly progress reports shall be submitted to both the Buyer's case manager and attached to monthly invoices to: CSA Office, 107 N Kent Street, 2nd Floor, Winchester, VA 22601. Electronic submission via a secure email transmission is strongly encouraged. The quarterly 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 of youth and family
   3) Level(s) of service 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 levels of service delineated on the accompanying rate sheets.
   4) Progress on goals; Progress towards discharge/transition
   5) Significant incidents affecting the youth
   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) Frequency of biological family visits, when applicable;
   9) Independent transition living plan updates, unless there is a report for independent living
   10) 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.

C. The quarterly reports must be signed by the Provider's case manager.

9. 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 a secure email transmission is strongly encouraged.

C. The discharge/termination 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)

10. 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 fifteen-mile one-way distance (mileage may only be charged starting at mile sixteen) at the current standard mileage rate established by the Federal Government to meet the treatment needs of the youth

outlined in the service/treatment plan. The Buyer may choose to pay mileage for the first fifteen 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 provides services 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.

11. 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 Psychiatric Services Manual to enroll as a Medicaid Treatment Foster Care provider. Medicaid application information is available through: https://www.virginiamedicaid.dmas.virginia.gov/wps/portal/ProviderEnrollment
B. If you have any questions regarding your paper enrollment application you can contact Provider Enrollment Services at toll-free 1-888-829-5373 or local 1-804-270-5105.
C. If a Medicaid TFC provider, the Provider shall provide the Buyer with its Medicaid number. The Provider shall be responsible for:
    1) Completing and forwarding the Medicaid pre-authorization materials, including the Initial Review form, for each Medicaid eligible youth to the DMAS contractor within 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 at jjury@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) Preparing and implementing DMAS billing attaching the Buyer's Reimbursement Rate Certification form to the billing (HCFA 1500) form on the monthly claim.
    5) When possible, billing DMAS for other Medicaid eligible services, e.g. therapy.
    6) Invoicing the Buyer for the non-Medicaid eligible services in accordance with Section 25 of the Agreement for Purchase of Services.
    7) Notifying the CSA Office by secure email at jjury@fcva.us or FAX at (540) 678-0682 when the youth no longer meets 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.
    8) Following all Medicaid regulations applicable to Treatment Foster Care services as outlined in the DMAS Psychiatric Services Manual.

D. 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.

E. 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.
3) Provide a signed rate certification form for each youth eligible for Medicaid reimbursement.

12. 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.

13. 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.

14. 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 Addendum D to be executed by officials hereunto duly authorized.

_____
Provider Name

_____ _____
Provider 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.

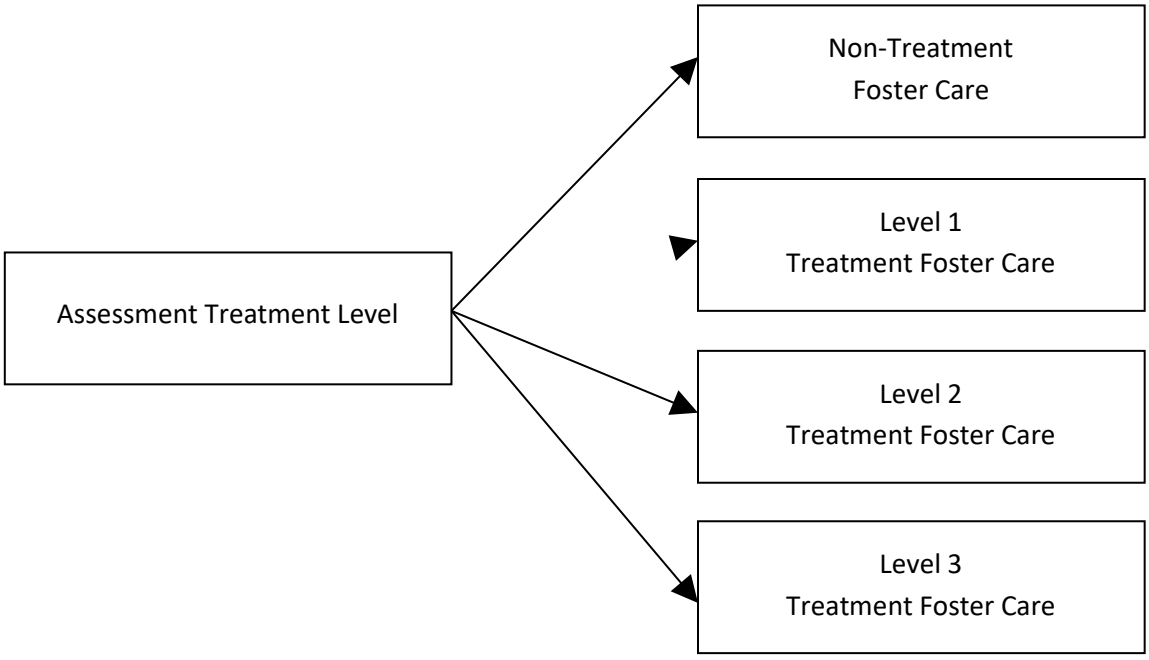
Treatment Foster Care Levels 1, 2 and 3 represent ongoing treatment placement levels, with Level 1 representing the lowest treatment needs, Level 2 moderate treatment needs and Level 3 significant treatment needs.

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



	Non-Treatment Foster Care	Treatment Foster Care			
Standard Levels of Care	Non-Treatment Foster Care	Level 1 TFC	Level 2 TFC	Level 3 TFC	Assessment Level
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.*

[1]Private 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.

[2]Treatment 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.

[3]DSS 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."