Frederick County, Virginia
Children's Services Act
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Winchester, VA 22601
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Frederick County FY 2023 Contract Amendments and Renewal Agreement

Frederick County is requesting the following changes to the Agreement for Purchase of Services and related Addenda. Changes are identified under the name and section of each document for your reference. Removed language is stricken through while added language is italicized.

Amendments

Agreement for Purchase of Services

SECTION 20 A. LICENSURE/CERTIFICATION/EVIDENCE BASED PRACTICES

"Provider will notify the Buyer within five (5) business days of the date the Provider is notified by the ~~Commonwealth~~ *licensing agent* of the provisional status*, or any equivalent downgrade in status for providers outside of Virginia*, regardless of the reason the license was made provisional."

SECTION 35. PERIOD OF CONTRACT

"Rate changes are allowed only during the renewal period *or as a result of State polices, legislation, DMAS adjustments, or specific rate negotiations initiated by the Buyer* and must be agreed to and approved by CPMT."

SECTION 24. PROVIDER TERMINATION OF PURCHASE OF SERVICE ORDER

"The Provider must give thirty (30) calendar days advance written notice to the Buyer or its representative of any request for termination. 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. ~~*Failure to provide 10 days' written notice of termination will result in 10 days of nonpayment for services.*"~~

Addendum A Special Education and Related Services

SECTION 3 G. ATTENDANCE

"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~~ *from* the CSA Coordinator *required after day 7*. Longer holds will be negotiated on a case-by-case basis.

SECTION 12. Omit Section (inadvertently left in contract from prior revision)

~~"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."~~

SECTION 16. REQUIRED DATA REPORTING

"It shall be understood that the private school/educational facility is responsible for providing any and all data to the local educational agencies that are required by the Virginia Department of Education. These data points are required at several different time points within a school year. Any private school accepting CSA funds agrees to adhere to these requirements and will provide the data requested to the LEA within 72 hours of request.

By signing below, I agree to renew the terms of the FY22 APOS and Addenda, and Amendments for the FY23 period July 1, 2022-June 30, 2023.

Grafton School, Inc		540-542-0200
Agency Name		Phone Number
	Vanessa Lane	6-14-2022
Signature of Authorized Agent	Printed Name	Date

AMENDMENT

This Amendment (this "Amendment") is entered into between the Frederick County Community Policy and Management Team ("Buyer") and Grafton School, Inc. ("Provider") effective as of July 1, 2022 (the "Effective Date").

W I T N E S S E T H

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

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

Provider Termination of Purchase of Service Order

Section 24 of the FY23 Contract Amendments has been amended to add the following:

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 and as long as such agreement is not unreasonably withheld.

Authorized signatures of the Buyer and Provider.

_____
Authorized Representative of Grafton School, Inc.
Title: Chief Administrative Officer
Date: 06/14/2022

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