



King George Community Policy and Management Team
Children's Services Act (CSA) Program

Contract for Services

THIS CONTRACT FOR SERVICES, including any attached addenda, if applicable (Contract) is effective as of July 1, 2025 by and between the, King George Community and Policy Management Team hereinafter referred to as the "Buyer," and [REDACTED], hereinafter referred to as the "Provider."

WHEREAS, the Buyer, through the King George Family Assessment and Planning Team (FAPT), and with the approval of the King George Community Policy and Management Team (CPMT) creates, maintains, and manages a collaborative system of services and funding that is child centered, family focused, and community based when addressing the strengths and needs of troubled and at-risk youth and their families; and

WHEREAS, the Provider is a qualified provider of services for children and/or families under the care and responsibility of the King George Community Policy and Management Team (CPMT), and meets all applicable State and Federal standards relative to such services to be provided hereunder; and

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

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

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

1. Contract Documents. This Contract shall include the following documents incorporated by reference herein (collectively referred to as the "Contract Documents"):

- A. The executed Contract with signatures by authorized representatives of the Provider and the Buyer;
- B. Copy of the Provider's required license(s) received from the appropriate licensing agent;
- C. The Provider's current rates and descriptions of services offered;
- D. Certificate of Liability Insurance meeting the requirements of Section 16 of this Contract;
- E. CSA Service Name vs. Provider Service Name Worksheet;
- F. Copy of school calendar (where applicable);
- G. Admission/intake and billing representative contact information;
- H. Program/target population descriptions for Home-Based and Mentoring Programs; and
- I. Provider's W-9 for tax identification.
- J. All other specific requirements contained in Addendums A, B, C and D.

2. Contract Term.

A. **Term.** The terms of this Contract shall commence and be in full force and effect on July 1, 2025 and terminate on June 30, 2026. **This Contract contains all the terms for the purchase of services contemplated hereby and upon a notice to proceed with services for client(s) under a Purchase of Services Order but does not grant any exclusivity of services to Buyer nor guarantee any particular volume of services during the contract term.**

3. Purchase of Services Order.

A. **PSO.** A Purchase of Services Order (PSO) shall be issued for any and all specific services that are to be provided by the Provider to any child under the supervision or authority of the Buyer. The PSO shall define the terms of purchase and service delivery to a specific child. The PSO shall include the term of service and the types of services to be rendered. No services shall be administered to a child under the supervision or authority of the Buyer without a PSO authorizing such services or a written statement by the Buyer staff stating that the services have been authorized while awaiting a PSO.

B. **Receipt and Return of PSO.** The Provider shall sign and return the PSO within seven days of receiving the PSO. The Buyer shall not be responsible for payment in the absence of fully executed PSO. As provided in section 26 of this Contract the Provider shall choose **one method** of delivery for the receipt and return of PSO, **either mail or e-mail** to the Buyer. The Provider shall mail or email the Buyer PSO to the address provided in Section 26 of this Contract.

C. **PSO Charges.** The Provider agrees to charge the Buyer for only those services described in the PSO and in accordance with Section 4 of this Contract. The Provider agrees to invoice for allowable, reasonable, and necessary service costs in accordance with the categories applicable to Title IV-E, Medicaid and other identified alternative funding source as directed by the Buyer. A PSO will not be issued for the payment of room and board for children/youth whose room and board will be paid with Title IV-E funding.

D. **Modification of PSO.** The Provider cannot unilaterally change the terms of PSO after execution, and amendments must be mutually agreed in writing. Any substantial changes in the proposed delivery of services from that stated in the PSO whether actual or anticipated, including, but not limited to, changes in service quality, key personnel, compliance with applicable federal, state, or local standards, shall be reported in writing to the Buyer within ten calendar days of the Provider learning of the changes.

E. **Termination of PSO.** The Buyer may adjust or terminate the PSO at any time as a result of changes in the child's eligibility for or progress with services or if the Buyer deems it to be in the child's best interest to terminate the PSO. In the event that the Buyer becomes unable to honor any or all approved PSOs for causes beyond the Buyer's reasonable control, including, but not limited to, failure to receive promised funds from state or local government sources due to denial or non-appropriation of funds as set forth in Section 19; or donor default in providing matching funds, the Buyer may terminate or modify any or all PSOs issued pursuant to this Contract as necessary to avoid delivery of services for which the Buyer cannot make payment. Additional termination provisions are provided in Sections 7 and 21.

4. Service Rates

The Provider's **rates for Fiscal Year (FY) 26 -and scope of services are as stated in the attachment referenced by Section 1(C)** of this Contract. The rates for services provided to a specific child by the Provider shall be set forth in the PSO for the child when funded by CSA. The Provider will submit all rates set out with this Contract. The Provider may not increase the rate for any service described in a PSO during the term of the Contract.

The Provider will not charge or accept from the Buyer compensation for services in excess of Medicaid reimbursement rates or which is more than the Provider charges any other public governmental Buyers of equivalent services in equivalent volumes. Any changes in Medicaid rates shall be brought to the Buyer's attention, in writing, within five business days by the Provider. The Provider shall immediately notify Buyer if the rates or

fees contained in any PSO are lowered during the period covered by the PSO, whereupon Buyer shall be entitled to require Provider to amend existing PSOs to conform to the lower rate(s).

Evidence Based Practices (EBP) Services Rates.

The Provider shall select EBP services applicable to their organization.

- No Evidence Based Practice services offered.
- Functional Family Therapy (FFT)
- Multisystemic Therapy (MST®)
- Parent Child Interaction Therapy

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

5. Payment and Invoices.

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

- A. **Invoices.** The Provider shall invoice the Buyer each month for all services rendered to a child pursuant to the PSO. The Provider shall also provide the required documentation as described in Section 9 of this Contract and as provided in the service-specific addenda. The Buyer shall receive the Provider's monthly invoice within **10 days** of the last day of the month in which the service was provided.
- B. **Delivery of Invoices.** The Provider shall choose **one method** of delivery for invoices and required service documentation, **either mail or e-mail** to the Buyer. The Provider shall mail or email the Buyer invoices and required documentation to the address provided in Section 26 of this Contract.
- C. **Invoice Requirements.** The Provider's invoice shall specify the unit rate for the service rendered, the number of units provided, or portion of units provided, to whom the authorized services were provided, and specify if services were delivered in-person or via virtual methods. Total fees to be paid for each individual child shall be specified in the PSO. The Provider's invoice shall list the services provided and shall specify the name of the child to whom each service was provided. The Provider shall bill the Buyer for the actual number of hours and 15-minute increments of service provided to the child. The amount billed for services shall not exceed the amount agreed upon in the PSO authorizing services to the child whom the service was provided. The Provider agrees to bill, and the Buyer agrees to pay for only those services actually provided to the child as authorized by the PSO for a specific child. Invoices that exceed the amount authorized by the PSO will not be processed for payment. The Provider is responsible for providing an accurate invoice and required documentation in the time frames indicated in this Contract. The Provider shall send all invoices and required service documentation to the Buyer. The Provider will receive one courtesy notification from the Buyer requesting a corrected invoice or missing documentation needed to process payment for services. **Documentation not received by the notification deadline will result in non-payment of the invoice.**
- D. **Failure to Submit Invoices, Incorrect Invoices.** In no case, shall the Buyer be obligated to pay for services rendered to a child when the Provider fails to submit an invoice and/or required service

documentation to the Buyer for such services within 45 days of the date of the service or if incorrect invoices are not corrected within 15 days of receiving notification of an incorrect invoice. All invoices for the month of June shall be submitted by July 31 for payment; any invoices received after July 31 will not be paid. The Buyer may refuse to pay for any services, which are not consistent with the treatment plan, or the definition of the services set out in the PSO or provided to the reasonable satisfaction of the Buyer or the Case Manager of the Buyer. The Buyer also may refuse to pay for any services when the Provider refuses or fails to provide the documentation required under this Contract.

6. Billing Errors.

If the Provider determines the payment received for services invoiced is an underpayment, then the Provider is responsible for notifying the Buyer, in writing, of the billing error within 30 calendar days after receipt of the alleged underpayment. Supporting evidence describing in detail the nature of the payment error must accompany such notification. The Buyer must correct any error found or respond in writing to the Provider as to why no error exists within 30 calendar days after receipt of the Provider's notification. If the Provider's notification and supporting evidence are not received by the Buyer within the 30-calendar day limit, then the Buyer shall not be obligated to make payment upon any disputed portion of the invoice.

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

7. Licensure.

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

8. Program Outcomes Specific to Community-Based Services, Congregate Care Services, and Special Education Private Day Placement Services.

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

9. Documentation Requirements and Appearances.

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

Provider fails to provide progress reports for a child according to the timeline agreed herein, the Buyer may withhold payments to the Provider for that child until such reports are received.

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

- B. **Audit.** The Provider agrees to retain all books, records, and other documents relative to this Contract and any PSO for a child under the supervision or authority of the Buyer for three years after any final payment or as long as necessary for purposes of any unresolved state or federal audit. The Buyer, its authorized agents, and state or federal auditors shall have full access to and the right to examine any of said materials during an audit. In the event an audit shows that Provider expended or received Buyer's funds improperly, Provider shall provide full restitution to Buyer.
- C. **Meeting Attendance.** It is understood that in the course of the provision of services, the Provider's staff will be called upon by the Buyer's Case Manager to appear for Family Assessment and Planning Team (FAPT) meetings and may be called upon for court proceedings and/or CPMT meetings. Information to be provided at hearings or meetings may include, but is not limited to, assessment, evaluations, recommended services, services provided, and the progress resulting from service interventions. The staff representative of the Provider shall be knowledgeable of the child's current status and treatment goals. Neither the Provider, nor the Provider's staff will receive additional compensation for attendance or transportation to/from any meeting or court hearing. The Case Manager of the Buyer will make every attempt to notify the Provider well in advance of the Provider's requirement to appear at court hearings and meetings.
- D. **Transportation to Court.** The Provider agrees to transport a child in the care of the Provider to all scheduled court hearings and to ensure the child's timely arrival at such hearings unless exigent circumstances exist that prevent the Provider from providing such transportation. The Buyer agrees to provide the Provider with notice of a scheduled court date at least 10 business days prior to such date. The Provider agrees to notify the Buyer at least 5 business days prior to a scheduled court date of any inability on the Provider's part to transport a child to a scheduled court hearing. The Provider further agrees that a shortage of staff does not constitute exigent circumstances for purposes of this Contract.

10. Access to Records.

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

11. Reporting Requirements.

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

- A. Acts of aggression toward staff or peers;
- B. Property destruction;
- C. Any known criminal violence;

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

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

The written report of the Reportable Incident shall provide a factual, concise account of the incident and include the name of the Provider; name of person completing form; date and time of serious incident; date of the report; child/youth's name, age; 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 Provider's signature and date. Separate reports should be completed and submitted for each child/youth involved and placed by the Buyer. The provider is responsible for ensuring the confidentiality of the parties involved in the incident.

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

12. Other Agreements.

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

13. Subcontracting.

The Provider shall not enter into any subcontract for any services approved under this Contract without obtaining the prior written approval of the Buyer. Subcontractors shall be subject to all of the provisions, requirements and conditions of this Contract and any PSO signed pursuant to this Contract. The Provider shall be solely responsible for the performance of any of its subcontractors. In the event that a subcontractor is approved in writing by the

Buyer, rates shall not exceed those specified in the Contract. Provider shall ensure all subcontractors are accountable to the same standards as required of Provider's employees.

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

14. Independent Contractor.

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

15. Insurance.

The Provider shall be responsible for its services and every part thereof, and for all personnel, materials, tools, equipment, appliances, and property of all description used in connection therewith. The Buyer shall in no event be responsible for any direct or indirect damage or injury to the property or persons used or employed by the Provider on or in connection with the services contracted for, or any damage or injury to any person or property, wherever located, resulting from any action, omission, commission, or operation under the Contract. It is understood that all persons providing services under this Contract are not employees of the County and are solely the employees of the Provider or appropriate vendors, or subcontractors.

The Provider shall, at its sole expense, obtain and maintain during the term of this Contract the insurance policies listed and required herein, naming the Buyer as an additional insured, and shall furnish the Buyer with a certificate of insurance prior to commencing work upon any PSO signed pursuant to this Contract. Any required insurance policies must be effective prior to the provision of any services or performance by the Provider under this Contract and such policies cannot be cancelled without 90 days written notice to the Buyer. The following insurance is required:

- A. **Commercial General Liability Insurance**- The provider agrees to maintain comprehensive general liability insurance in in the amount of \$1,000,000 per occurrence/\$2,000,000 general aggregate which shall insure against all claims, lost cost, damage, expense, or liability from loss of life or damage or injury to persons or property arising out of the performance of the Provider, its subcontractors, its officers and employees, under this Contract.
- B. **Workers' Compensation and Employer's Liability Insurance**- The Provider agrees to maintain (i) statutory Workers' Compensation and (ii) Employers' Liability insurance in limits of not less than \$500,000 to protect the Provider from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.



Workers' Compensation is not required because Provider does not meet the Virginia statutory requirements (Virginia law requires that an employer who regularly employs more than two part-time or fulltime employees carry workers' compensation. If a business hires subcontractor to perform the same trade, business occupation, or to fulfill a contract, the subcontractor's employees are included when determining the total number of employees for coverage requirements. If the total number of employees is more than two, workers' compensation is required. Workers' compensation is mandatory for those employers who meet the requirements under the law.)

- C. **Automobile Liability Insurance**- If applicable to this Contract, the Provider agrees to maintain. Automobile liability insurance- shall be at least \$1,000,000.00 combined single limit applicable to Provider-owned, non-owned, borrowed, leased, or rented vehicles used in the performance of any work under this contract.
- D. **Professional Liability Insurance**- If applicable based on the Provider's services or program, the Provider agrees to maintain during the term of this Contract professional liability insurance or medical malpractice insurance in the limits of \$1,000,000 per occurrence.

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

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

16. Indemnity.

The Provider shall indemnify, defend, and hold harmless the Buyer, King George County, the CPMT, King George County School Board, King George County FAPT, King George Department of Social Services and their officers, agents, employees and volunteers from and against any and all losses, liabilities, claims, damages, and expenses including court costs and reasonable attorneys' fees arising from any material default or breach by the Provider of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts, or intentional acts of the Provider, its officers, agents, employees, and subcontractors. Buyer assumes no responsibility or liability for any damages suffered by Provider by reason of the willful or malicious destruction of or damage to any property of Provider by any client. Provider shall not seek or demand reimbursement or payment of any such damages from Buyer.

17. Supervision.

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

18. Confidentiality.

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

19. Non-Appropriation or Denial of Funding.

- A. All payments under this Contract are subject to appropriation by the Commonwealth of Virginia and the King George County Board of Supervisors. In the event the King George County Board of Supervisors fails to appropriate adequate funds for the Contract, the Buyer shall give written notice by certified mail of such non-appropriation, and the obligation of the Buyer to pay for service shall terminate 30 days after the Buyer sends this notice. Buyer will be obliged to pay Provider for all services performed prior to termination but shall have no obligation to pay for any unperformed services.

B. Due to the need to ensure that the best interests of the child/youth are met, upon receipt of notice by the Provider that Medicaid or other non-CSA funding is to be discontinued, the Provider **shall immediately notify the Buyer's Case Manager and the King George CSA Office staff no later than the next business day via telephone and then promptly in writing**. The Case Manager and King George CSA staff will assess the situation and may bring the case before the FAPT and CPMT to review the IFSP. The Provider will be notified in writing regarding status while awaiting a final decision. For congregate care placements all requirements in corresponding addenda shall be followed regarding Medicaid funding.

20. Grievances.

In the event that a child under the supervision or authority of the Buyer submits a complaint to the Buyer concerning the Provider, the Provider shall promptly provide to the Buyer all records, reports, and any recordings concerning the subject matter of the grievance within its control relevant to such complaint.

21. Termination.

The failure of the Provider to substantially comply with its responsibilities under this Contract or any actions, which in the opinion of the Chairperson of the CPMT shall constitute a physical threat to the physical or mental health, safety, or well-being of a child or the family, shall constitute a default under this Contract; and upon written notice to the Provider, this Contract shall immediately terminate. This Contract shall automatically terminate in the event that the Provider fails to maintain any license, certificate or registration required to provide professional services specified in this Contract. This Contract shall automatically terminate if the Provider fails to maintain the insurance coverage as required in Section 15 of this Contract. If the Provider fails to maintain any required license, certificate, or registration, or insurance coverage as required in Section 15 of this Contract, the Provider shall immediately give the King George CSA Office notice of such lapse. The Provider shall submit to the Buyer a current copy of their license yearly, as well as when their license is renewed. The CPMT can terminate this contract in whole or in parts of its convenience and pay only the costs of services rendered, subject to appropriations.

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

22. Nondiscrimination.

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

23. Adherence to Law.

This Contract is subject to the provisions of the Code of Federal Regulations, the amendments thereto, and relevant state and local laws, ordinances, regulations, and pertinent health and behavioral health accreditation agencies and organizations. The Contract shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the Commonwealth of Virginia. Any legal action arising out of or in connection the parties' contractual relationship shall be commenced and prosecuted in the state or federal court presiding over and within King George County, Virginia. 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. The Provider does not and shall not knowingly employ any unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

24. Force Majeure.

Neither party hereto shall be held responsible for delay or failure to perform under this Contract when such delay or failure is due to acts of God, flood, severe weather, fire, epidemic, strikes, the public enemy, legal acts of public authorities or delays or defaults of public carriers, which cannot reasonably be forecast or provided against.

25. Assignment.

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

26. Notices.

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

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

Notice To	Contact	Email	Phone Number
CSA Buyer/Contractual Compliance	Robin Thompson	robin.thompson1@dss.virginia.gov	540-252-5090
CSA Billing Matters	Robin Thompson	robin.thompson1@dss.virginia.gov	540-252-5090
CPMT Fiscal Agent	Jonathan Franklin	jonathan.franklin@dss.virginia.gov	540-775-3037
Mailing Address: King George Department of Social Services P.O. Box 130 King George, VA 22485 Fax: 540-775-3098			

Invoices from **PROVIDER** shall be sent to the Buyer via the following method:

<input type="checkbox"/> US Mail (please mail to Social Services address shown above)
<input type="checkbox"/> Email: robin.thompson1@dss.virginia.gov

Notice to **PROVIDER** shall be sent to: (check the preferred method of delivery)

Agency Name:
<input type="checkbox"/> Address:
<input type="checkbox"/> Email:

27. Miscellaneous.

- A. **Amendment.** This Contract constitutes the entire understanding between the Provider and the Buyer and may be amended only by a separate written instrument signed by both the Provider and the Buyer.
- B. **Merger.** This Contract, including all documents incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract of the entire understanding between the Provider and the Buyer regarding those terms.

- C. Order of Precedence.** Where there exists any inconsistency between the provisions of this Contract and the provisions of other documents that have been incorporated into this Contract by reference or otherwise, the provisions of this Contract shall control.
- D. Prior Agreements.** This Contract supersedes all payment provisions in placement agreements or any prior agreements that may be in effect between the Provider, Buyer, and King George County CPMT.
- E. Waiver.** The failure of the Buyer to enforce at any time any of the provisions of this Contract, or to exercise any option which is herein provided, or to require at any time any performance by the Provider of any of the provisions hereof, shall in no way affect the validity of this Contract or any part thereof, or the right of the Buyer to thereafter enforce each and every provision.
- F. Remedies Cumulative.** All remedies afforded in this Contract shall be construed as cumulative, that is in addition to every other remedy provided herein or by law.
- G. Severability.** If any part, term, or provision of this Contract is held by a court of competent jurisdiction to be in conflict with any state or federal law, the validity of the remaining portions or provisions shall be construed and enforced as if this Contract did not contain the particular part, term, or provision held to be invalid.
- H. Captions.** This Contract includes the captions, headings, and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation, or meaning of this Contract.
- I. Contract Construal.** Neither the form of this Contract, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.
- J. Binding.** No document other than these general terms and conditions and a PSO executed by both Buyer and Provider shall bind or obligate Buyer to the Provider, unless such document is signed by the King George CPMT Fiscal Agent and the Provider.

IN WITNESS WHEREOF the undersigned have voluntarily signed this Contract.

BUYER

King George Community Policy and Management Team

By _____ Date: _____
Signature

Print Name
Title: King George CSA Fiscal Agent

PROVIDER

By _____ Date: _____
Signature

Print Name
Title: _____

Addendum A

Special Education and Related Services

Specific Terms and Conditions

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

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

Attendance: The Provider shall maintain individual monthly attendance records which shall be submitted with monthly invoices to the Buyer. The attendance record must specify if the student attended in-person classroom or virtual classroom. If a student has an unexcused absence for three or more consecutive school days and/or for a period of more than eight days in one month, the Provider shall investigate the reason for the absence. Such absence, regardless of reasons, shall be reported immediately to the Buyer and KGCPS. The Buyer and KGCPS shall be notified either in writing, verbally, or telephonically of unexcused absences exceeding 72 hours, by a representative of the Provider in a timely manner, but not later than eight hours after the third consecutive absence, regardless of the reasons, for purposes of planning for continued stay. **Should the Provider fail to notify the Buyer and KGCPS of the unauthorized absences within the timeframes allotted in this Addendum, the Buyer is not obligated for payment of unauthorized absences.** The Provider shall notify the Buyer and KGCPS at such time when/if the student returns to placement within 72 hours.

If a child is authorized for a service in an acute care setting or setting in which the child is unable to participate in his/her special education placement, that placement will be held for the child no more than 72 hours without prior written approval from the Buyer. Such absence shall be reported as stipulated in the Contract or this addendum. Should the Buyer agree to continue payment during the absence, such payments shall be made in accordance with a separate written agreement between the Buyer and the Provider. The Agreement to hold the placement for less than 30 days will be initiated following the direction of the KGCPS Supervisor of Special Services to the Buyer. The agreement to hold the placement for more than 30 days will require the written approval of the CSA Fiscal Agent and will be initiated following the direction of the KGCPS Supervisor of Special Services to the buyer.

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 based on the actual number of school days the student received educational services.

In the event of inclement weather, the Provider shall not charge the Buyer for any school days which the Provider will not be making up. The Buyer will not pay for make-up days scheduled on Saturdays or King George County Public School holidays when the student does not attend. The Provider will submit a school year calendar to include make-up days due to inclement weather or other school closings. The Buyer is not obligated to revise the Purchase of Services Order, once it has been signed by the Provider, due to inclement weather or other school closings.

Billing and Services: To the extent that any charges are billed to the Buyer on a per session or per treatment basis, the Buyer shall have no obligation to pay amounts charged for sessions (days) or treatments that a student does not 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 (day) or per treatment basis constitutes its certification that all services for which payment is requested thereby have been provided to the KGCPS student identified therein. Any amounts paid by the Buyer pursuant to the Contract which the Buyer subsequently determines to be inappropriate for any reason, including without limitation, those services not actually provided, may be offset against any other amounts to be paid to the Provider by the Buyer.

Withdrawal: In order to provide a successful transition and appropriate receiving program, any anticipated change in the student's placement shall be discussed with the Provider, a KGCPS representative, and the parents or legal guardian of the student. Once the student has been withdrawn, notifications shall be sent to the Buyer. The Provider shall give the Buyer 14 days prior notice of an unscheduled discharge due to unsuccessful progress within the program.

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

Individualized Education Plan (IEP): Any member of the IEP team may request an IEP meeting if such member entertains concerns that the instruction or program provided needs to be reviewed. In the event that the Provider forms the opinion that the instruction or program provided to any or all of the students concerned by the terms of the Contract, or this addendum is inappropriate for such student(s), the Provider shall promptly notify the KGCPS and the Buyer. At such time, if advisable by KGCPS, an agreement for an IEP meeting to consider amending the IEP.

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

Related Services Documentation: For any student receiving related services i.e. occupational therapy, speech therapy and/or counseling the Provider shall submit to the Buyer a monthly service log. The log shall include the date and hours for each session. This service log shall be submitted monthly with the monthly invoicing.

Non-Educational Expenses: The Provider agrees to contract separately with the parent or legal guardian of each student for those non-educational expenses to be provided for each student. Non-educational expenses include, but are not limited to, those incurred for personal allowances, medical care, psychiatric treatment, psychotherapy, certain extracurricular activities, certain field trips, community-based supports, and behavioral support services.

Program Outcomes: The Provider agrees to meet with KGCPS staff annually to discuss child-specific goals and services. The Provider agrees to provide the data necessary to satisfy the data collections and subsequent reporting requirements of HB 1800 – Section 138.G. The data shall include at least:

- Student attendance rates;
- Graduation rates;
- Individual student progress improvement rates;
- Standardized test scores;
- Return to public school setting percentages;
- Suspension and expulsion rates;
- Transition to enrolling in post-secondary education percentages and

- Parental and student perspectives

The Provider will be expected to have progress reports for each youth containing the following program outcome information:

1. Has the student benefitted from transition services provided by your school? Provide specific services received or information as to why the student did not receive transition services.
2. If applicable, has the student been offered an opportunity to pursue an advanced diploma? If offered, has the student been able to take advantage of the opportunities? If so, describe the opportunities and whether the student was/is successful. If the student was not successful, please explain. If the student was unable to take advantage of these opportunities, please explain.
3. How are the student's behavioral needs addressed based on the school wide behavioral policy plan? Was this plan effective for the student? If not, what in specific did not work for this student and how was this addressed?
4. How were the needs of the student communicated to KGCPS staff (i.e. incident reports, concerns with placement, parent, or team meeting outcomes, etc.)?
5. What type of instructional materials were utilized and deemed effective for the student?
6. Will the student be able to transition back to his/her home school? If not, please explain the barriers and what is being implemented to reduce these barriers?
7. Analyzed data with regards to progress or lack of progress to IEP goals and student behaviors.

King George CSA Fiscal Agent

Date

Provider

Date

Please sign here only if your agency offers these services.

Addendum B

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

Specific Terms and Conditions

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

Room and Board: The Provider shall provide each child/youth with sufficient space, safe board, sanitary conditions, routine clothing, and living expenses. Special dietary needs shall be assessed and provided on an individual basis. Additional payment or reimbursement cannot be made to the Provider for the following items considered by the State to be included in the Room and Board or Basic Foster Care maintenance payment: 1) School Supplies: costs associated with books, materials, and supplies necessary for a child's education; 2) Child's Personal Incidentals: incidental costs associated with the personal care of a child 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 including recreation; and 3) Clothing: costs associated with providing and maintaining the clothing for the child. These costs may include costs of the clothing itself, laundry, and dry cleaning. (This is separate from the annual Supplemental Clothing Allowance for which a foster care child may be eligible.)

The rates for services will be paid for the first day of services provided to the placed child. The rates for services will not be paid for the day of discharge from the facility. In the event the child leaves the facility without authorization, the Provider must notify the Buyer either in writing, verbally, or telephonically of unauthorized absence by a representative of the Provider in a timely manner, but no later than 24 hours after the unauthorized absence. The King George County case manager and the parent/guardian of the child/youth shall also be notified either in writing, verbally, or telephonically of the absence within eight hours of the unauthorized absence. The Provider shall not be required to maintain a child's/youth's placement for more than 72 hours following the beginning of an unauthorized absence without written agreement from the Buyer to hold the placement. The Agreement to hold the placement will be initiated following the direction of the Buyers case manager to the Buyer. Should the Provider fail to notify the King George County CSA case manager of the unauthorized absence within the timeframes allotted in this Addendum, the Buyer is not obligated for payment of the unauthorized absences.

Routine Transportation: Transportation to and from outside medical or therapy appointments are considered to be routine transportation, with no additional compensation provided by the Buyer to the Provider.

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

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

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

Group Counseling/Therapy: Group counseling/therapy shall be provided in accordance with the child's IFSP by a licensed clinician trained in group dynamics or by an individual supervised by a licensed clinician trained in group

dynamics. The frequency of such counseling/therapy shall be determined on a child-specific basis and shall be approved by the Case Manager of the placing agency and the King George County Family Assessment and Planning Team (FAPT) prior to its initiation.

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

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

Residential/Group Home Socialization/Recreation: The Provider shall make available socialization and recreational individual and group activities designed to enhance learning, provide cultural enrichment, foster reintegration into the community, enhance leadership skills, and improve self-esteem. Goals to accomplish these specific outcomes will be identified in Individual Recreation Plans (IRP's) developed and documented by the Provider and case manager of the placing agency for each child. The activities shall be designed to provide fun and pleasure and may include, but are not limited to, outdoor athletics, field trips, games, camping and crafts.

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

Residential/Group Home Medical/Nursing: Overall medical treatment of the youth is coordinated by the nursing staff. Nursing staff shall provide the scheduling, coordinating, and monitoring of medical treatment, physical examinations, and dental checks. In addition, trained staff shall coordinate and monitor the administration of medications and provide first aid to injured youth. The nursing staff or trained staff person shall conduct regularly scheduled meetings with each youth for the purpose of monitoring the onset of symptoms and reviewing nutritional, hygienic, and other regimens which may affect physical health. All of these services shall be supervised by a medical doctor.

Emergency Medical Care: If the child is in the custody of King George Department of Social Services, all outside medical expenses for services shall be approved by the authorized legal guardian representative prior to the child receiving services, unless they are of a nature requiring immediate emergency treatment to prevent life-threatening or serious debilitating medical deterioration. Transportation to/from emergency medical centers and the supervision of the child while at the emergency medical center shall be the responsibility of the Provider. Any medical expenses for services for children not in the custody of King George Department of Social Services shall be billed to a third-party insurer or to the child's parent(s) or legal guardian(s). The Provider shall follow the reporting requirements set forth in Section 11 of this contract.

Payment through Insurance: The Provider agrees to accept the family's insurance, or Virginia Medicaid, or Family Access to Medical Insurance Security Plan (FAMIS) for payment of services, provided that the Buyer obtains permission and signature from the parent or legal guardian of the child. Children's Service Act (CSA) funds shall not fund services covered by the above form of insurance if that insurance is made available to pay for services. In instances where the child/youth is placed through a parental agreement or an Individual Education Plan (IEP), medical services not covered through insurance or Medicaid is the responsibility of the parent/guardian. When all or any portion of the services rendered by the Provider hereunder are covered by an insurance policy, Medicaid, or

FAMIS, the Provider shall submit claims for such service to the insurance company holding such policies. The Buyer shall pay the remaining balance due, if any, within 45 days after the Provider furnishes satisfactory evidence to the Buyer that the payment by the insurance company is the full amount. If the Provider receives Virginia Medicaid or FAMIS payments for services rendered under this Contract, such payments shall constitute payment in full for these services.

Provider Medicaid Services: The Independent Assessment, Certification, and Coordination (IACCT) process shall be followed according to Acentra Healthcare. In King George County, the Rappahannock Area Community Services Board is the coordinator for the IACCT process. Accordingly;

Provider shall:

- A. Notify the Buyer when a child is approved or denied for Medicaid. Such notice is required by fax at 540-775-3098 within 24 hours after the Provider receives notice from Acentra that the child is approved or denied.
- B. The Provider will notify the Buyer and the Case Manager of the Buyer if documentation for preauthorization or continued stay has not been received or if more documentation is needed by Acentra for approval of services within 24 hours of receiving the notification from Acentra.
- C. Complete the continued stay review forms to Acentra as dictated by the IACCT process.
- D. Prepare and implement Acentra billing. Billing Acentra for Medicaid covered services and invoice the Buyer for non-Medicaid eligible services according to Section 5 of the King George County CSA Purchase of Services Contract.
- E. Ensure that its physicians and other professional services referred to the Buyer are enrolled in Medicaid and provide the Buyer with the Medicaid number of those individuals on staff or under subcontract who provide services to the Buyer's clients.
- F. Notify the Buyer and the Case Manager of the Buyer when the child no longer meets the Medicaid reimbursement criteria and Acentra no longer authorizes payment for the child. Such notice is required by fax to 540-775-3098 within 24 hours after the Provider receives notice from Acentra that it will no longer make payment. If the Provider fails to notify the Buyer and the Case Manager within the timelines specified in this Contract, the Buyer is not obligated to pay for the denied services. In the event of a Medicaid denial, the Provider shall submit documentation for an appeal. **While in the appeal process, the Buyer will not submit payment for those services until the full appeal process is completed and the denial is upheld, and a final letter of denial has been received by the Buyer and the case manager of the Buyer.**
- G. The Provider shall continue to submit continued stay reviews to Acentra even if Acentra has previously denied services. The Provider is responsible for submitting all Medicaid preauthorization documentation and continuing stay documentation within the timeframes required by Medicaid. If a Provider fails to submit this information in a timely manner in order to receive Medicaid reimbursement, the Provider is financially responsible and shall not be eligible for reimbursement from the Buyer. Should the Medicaid denial be related to failure of the Provider to meet the service requirements of continuing stay criteria, the Buyer will not be responsible for payment.
- H. Develop the Comprehensive Individual Plan of Care for the child within 14 days of placement and reviewing that plan every 30 days and according to Acentra standards.

Children's Residential Facilities shall:

Adhere to Virginia state law regarding required background checks for their employees. Providers who permit employees to work in the children's residential facility or any other locations where children are present before receiving all required background checks will be held liable for payment. **Should the VDSS send notification of a known instance where a violation occurred the provider will be expected to reimburse King George County CSA for any payments made during any times state law was violated.**

For Medicaid youth the Buyer shall:

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

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

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

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

For NON-Medicaid youth the Buyer shall:

Contingent on approval by the CPMT for residential treatment:

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

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

The case manager of the Buyer will submit:

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

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

Educational Services: The Provider shall meet the educational needs of the child as required by the educational requirements of the Virginia Code. Such services may include public school integration, on-site residential schooling, community-based vocational training, alternative education, and special education.

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

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

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

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

King George CSA Fiscal Agent

Date

Provider

Date

Please sign here only if your agency offers these services.

Addendum C

Standards for Home-Based and Mentoring Services

Specific Terms and Conditions

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

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

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

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

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

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

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

Individual Family Service Plan: The Provider shall provide services as defined in accordance with the IFSP and the Service Plan (SP) developed by the Provider. The SP shall be developed in collaboration with the Buyer's Case Manager, the child, the child's family, the FAPT, and the Provider. Goals shall be child-specific and family-specific and in agreement with the IFSP and the CANS assessment. Goals shall be behavior-specific and shall have measurable objectives attached. The SP will include target dates for reaching the goals and the individuals responsible for carrying out the plan. The Case Manager must approve any proposed changes in goals and the SP.

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

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

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

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

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

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

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

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

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

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

- A. High School Diploma or GED

- B. At least 18 years of age
- C. Mentor must be at least 7 years older than mentee

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

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

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

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

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

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

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

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

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

1. Time in and time out, or length of telephone call
2. Which goal from the Initial Service Plan was worked on during the session
3. For mentoring services-what activity was done to work on the goal
4. If the session was successful or unsuccessful
5. If the session was cancelled, the reason for the cancellation. If there are more than 2 cancellations in one month the provider shall notify the case worker and the Human Services Office staff in order to determine if the services are being utilized.

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

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

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

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

- A. The Provider's service plan states that group sessions are a goal or if the IFSP implemented by the FAPT states that it is a goal for the client

- B. A release of confidentiality/ information has been signed by the mentees legal guardian to participate in the group session
- C. The person conducting the group is trained to speak on the topic the group is discussing D. There shall be no more than a 1:3 ratio of mentor to client in a group session.

King George CSA Fiscal Agent

Date

Provider

Date

Please sign here only if your agency offers these services.

Addendum D

Standards for Specific Evidence-Based Practices Services

Specific Terms and Conditions

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.

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.

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 team 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. 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.

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.

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 Providers for Functional Family Therapy (FFT), Multisystemic Therapy (MST), and/or Parent Child Interaction Therapy (PCIT) will:

A. Maintain its required licensed status with the appropriate governmental authorities and will notify 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.

B. 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.

C. 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.

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

E. Create a referral process for CSA programs and respond to any request for service within three business days.

F. Communicate with CSA programs on a monthly basis regarding capacity to receive additional referrals.

G. 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.

H. 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 through the following, as appropriate:

- Participate in family assessment and planning team (FAPT) meetings.
- 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.
- Participate in court hearings as requested/necessary.

I. 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.

J. Provide written monthly progress reports to include, at minimum:

- Client's full name
- Date of birth
- Client ID (as provided by LDSS)
- 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.
- Locality that referred the client
- Identified Referral Reason (as approved per Title IV-E Prevention Services Clearinghouse)
- Service start date
- Progress towards the identified measurable objectives and revisions to objectives listed in the treatment/service plan
- Specific activities and strategies worked on during the month

- Assessment of level of family engagement, including specific strategies and activities

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

- Status of discharge (successful or unsuccessful)
- Overall progress made toward the identified measurable objectives
- 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.

L. Work with representatives from VDSS, the Office of Children's Services (OCS) and the Virginia Center for Evidence-Based Practice ("The Center") 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.

King George CSA Fiscal Agent

Date

Provider

Date

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Program Outcomes

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

Community-Based Services:

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

Congregate Care Services:

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

Special Education Private Day Placements

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

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

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