

# FREDERICK COUNTY CPMT AGENDA

December 16, 2019  
1:00 PM  
107 N Kent St  
Winchester, VA  
1<sup>st</sup> Floor Conference Room

## Agenda

- I. Introductions
- II. Adoption of Agenda
- III. Consent Agenda
  - A. Approve November Minutes
  - B. Approve Budget Request Forms
- IV. Executive Session
  - A. As Needed
- V. Committee Member Announcements
  - A. As Needed
- VI. CSA Report Jackie Jury
  - A. Financial Report
  - B. CSA Updates
    - 1. HFW ICC Expansion Grant Update
- VII. Old Business Jackie Jury
  - A. Strategic Plan Update
    - 1. UM/UR
    - 2. CSA Website
    - 3. Survey
  - B. Families First Prevention Services Integration Model Jackie Jury/Tami Green
- VIII. New Business
  - A. Emergency Funding Policy Tami Green
  - B. FCPS MOA Jackie Jury/Michele Sandy
- IX. Review Assigned Tasks
- X. Next Meetings
  - CPMT December 16, 2019, 1<sup>st</sup> Floor Conference Room- See Memo for future dates
- XI. Adjourn

\*\*Instructions for Closed Session:

- Motion to convene in Executive Session pursuant to 2.2-3711(A)(4) and (15), and in accordance with the provisions of 2.2-5210 of the Code of Virginia for proceedings to consider the appropriate provision of services and funding for a particular child or family or both who have been referred to the Family Assessment and Planning Team and the Child & Family Team Meeting process, and whose case is being assessed by this team or reviewed by the Community Management and Policy Team
- Motion to return to open session-
- Motion that the Frederick County CPMT certify that to the best of each member's knowledge, (1) only public business matters lawfully exempted from open meeting requirements, and (2) only such public business matters were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the closed meeting.
- Roll Call Affirmation
- Motion to Approve cases discussed in Executive Session

**CPMT Meeting Minutes: Monday November 25th, 2019**

The Community Policy and Management Team (CPMT) Committee met on November 25, 2019 at 1:00 p.m. in the first-floor conference room at Frederick County Government Offices Administration Building, 107 North Kent Street, Winchester, VA 22601.

***The following members were present:***

- Dr. Colin M. Greene, Lord Fairfax District Health Department
- Jay Tibbs, Frederick County Government
- Dana Bowman, Children Service of Virginia
- Michele Sandy, Frederick County Public Schools
- Tamara Green, Frederick County DSS
- Mark Gleason, Northwestern Community Services Board

***The following members were not present:***

- Dawn Robbins, Parent Representative
- Peter Roussos, Court Services Unit

***The following non-members were present:***

- Jacquelynn Jury, CSA Coordinator
- Brittany Arnold, CSA Account Specialist

***Call to Order:*** Jay Tibbs called the meeting to order at 1:06pm.

***Adoption of November Agenda:*** Michele Sandy made a motion to adopt the November agenda as amended; Mark Gleason seconded; CPMT approved.

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

- October 28th CPMT Minutes
- Budget Request Forms – Confidential Under HIPAA

***Adoption of October Minutes:*** Dr. Colin Greene made a motion to approve the October minutes; Michele Sandy seconded; the CPMT approved. Mark Gleason abstained from the adoption as he was absent from the October meeting.

***Adoption of Budget Request Forms:*** Mark Gleason made a motion to approve the Budget Request Forms; Tamara Green seconded; the CPMT approved. Mark Gleason and Dana Bowman abstained from voting on cases receiving CSA funding from their perspective agencies.

***Committee Member Announcements:*** N/A

**CSA Report:** 2020 Pool Reimbursement: net expenditures were \$665,059.19 with a local match of \$262,790.60. October net expenditures were \$270,830.37, approximately 8% of the budget. Of the 98-youth served to date, 16 have been served in congregate care and 11 in a TFC.

**Non-mandated Budget:** The CSA Coordinator summarized the non-mandated budget stating that \$34,011.00 is allocated annually. For FY20, \$ 10,606.75 has been spent and \$22,365.00 is currently encumbered.

**Special Education Wrap Budget:** Frederick County requested and was approved an additional allocation of \$45,631.63 in SpEd wrap funds due to overspending what was remaining of its balance. Including these additional funds, \$23,609.25 has been used, \$38,464.38 remains, and \$87,505.00 is currently encumbered.

**Office Updates:**

- High Fidelity WrapAround SOC Grant
  - The current grant year started on October 1, 2019. The goal for the year is 40 cases, the region has 11 cases that rolled over from last grant year. Of those, 8 are from Frederick, 2 from Warren, 1 from Winchester City, and 1 from Clarke. Two additional have been referred and will be starting shortly.

**Old Business:**

- Strategic Plan Update- Goals
  - Utilization Review Improvement

Key Tasks/Activities	Target Date	Status
Seek feedback from other localities (lessons learned)	4/30/2020	Not started
Determine population/services to be included	6/30/2020	
Develop Job Description/Provider Expectations	8/31/2020	
Determine RFP vs MOU	10/31/2020	
Develop RFP or MOU	12/31/2020	
Contact providers for svcs/contracting	1/31/2021	
Contract/MOU with provider	5/31/2021	
Roll out	7/1/2021	

- Establish User-Friendly FCCSA Website

Key Tasks/Activities	Target Dates	Status
Create Web Page Layout	8/31/2019	Completed
Add/Update Page Content	9/30/2019	Ongoing
Create CM Access	11/30/2019	In progress
Website Testing	12/31/2019	Ongoing

Roll out	1/1/2020	Pending
----------	----------	---------

Andrew is completing the design for individual portals themselves.

1. Portal 1: Case managers- to include buttons with links to the vendor rates, CSA policies, and CSA documents. CSA documents will be set up in a table, one column will be the document itself and the other column will be a description
  2. Portal 2: Parents- a CSA bio page and information about CSA and forms for parents/ other public knowledge docs
  3. Portal 3: FAPT/CPMT- calendars for both and folder for CPMT minutes
  4. Portal 4: OCS website- just links straight to the website when you click on it
- Andrew has also completed all the CSA forms to make them fillable which have been uploaded to the mockup.
  - He was also provided with DSS CM's emails to do a trial run
    - Andrew has provided Brittany with the training to create new case manager profiles. Jackie was successfully added.
    - Case managers can login and change passwords accordingly.
  - Measure Program and Quality of Services

Key Tasks/Activities	Target Dates	Status
Obtain feedback from other localities that survey families	8/31/2019	Collaborating Regionally to develop and create.
Determine population to survey	10/31/2019	
Determine format (smartphone app vs paper vs online survey)	1/31/2020	
Create Survey	3/31/2020	
Test Survey	5/31/2020	
Roll out	7/1/2020	

- Vendor Contracts
  - Haven Mental Health Center Inc added In Home Behavioral Supports to their service array. This service was created to address the need of a Frederick County youth who requires a specialist with more training than Medicaid aide, but less than an ABA.
  - A motion was made by Michele Sandy and seconded by Dana Bowman to approve the in-home behavioral support service based on the particular family's specific needs and with the condition of more specifics about qualifications and trainings.
- Confidentiality Agreements
  - The revised FC Confidentiality Agreements were completed based on feedback provided, for both FAPT and CPMT members, and any proxy's they may send in their place.

- A motion was dually made by Mark Gleason and Dr. Colin Greene to approve the final draft with the requested language changes of the Confidentiality Agreement; the CPMT approved.
- CPMT signed the agreements, and the FAPT version will be given to FAPT members for signature.

***New Business:***

- Families First Prevention Services Act (FFPSA) Integration Model
  - State agencies continue to prepare FFPSA for roll out, including discussion regarding the level of integration the eligible population will have with the CSA process to access funding. State officials recognize that each locality has an established process for funding approval through CSA and wants to allow localities to determine how much to incorporate both processes. Examples were provided with suggested levels of integration ranging from No/Low Integration to High Integration, where youth eligible for services under FFPSA would follow the CSA process for services.
  - DSS Director, Tami Green presented to the team, the regional DSS Director's perspective on the new FFPSA funds and the integration model.
  - Ms. Green also presented some of the overarching concerns of the department. She expressed concerns on how best to integrate the multidisciplinary team and how many cases would potentially become DSS cases.
    - § According to the FFPSA guidelines, youth must be at risk of foster care with the department or on notice with the department. Some eligible youth may be involved with other agencies, thus putting the burden on DSS to administer the funds.
    - § The team requested more information to further the FFPSA discussion at the next meetings with a goal of developing a plan and policy by early 2020.
      - § CPMT/FAPT is not required to have a role in the use of these funds but can be helpful tool in maintaining accountability and integrity of the use of the funds.
    - § The team also asked the CSA Coordinator to investigate the number of current cases that could potentially be eligible to use FFPSA funds.

***Review Assigned Tasks:***

- The CSA Coordinator will include the Emergency Funding policy in the next CPMT meeting agenda to discuss possible changes due to reported waitlists for services.
- The CSA Coordinator will review current CSA cases to approximate the number of youth eligible under FFPSA.
- The CSA Coordinator will gather information about the qualifications/training/ experience required by Haven Mental Health for the new position.
- The CSA Account Specialist will begin adding case managers to the new website.

***Next Meeting:*** The next CPMT meeting is Monday, November 25<sup>th</sup> at 1:00 p.m. in the First Floor Conference Room in the Frederick County Government Offices Administration Building. Joint FAPT/CPMT meeting will be held Tuesday, March 31<sup>st</sup>, 2020 in the CSA conference room on the 2<sup>nd</sup> Floor of the County Administration building from 1pm-2pm.

***Adjournment:*** Michele Sandy made a motion to adjourn; Tamara Green seconded; the CPMT approved. The meeting was adjourned at 2:19pm.

***Minutes Completed By:*** Brittany Arnold



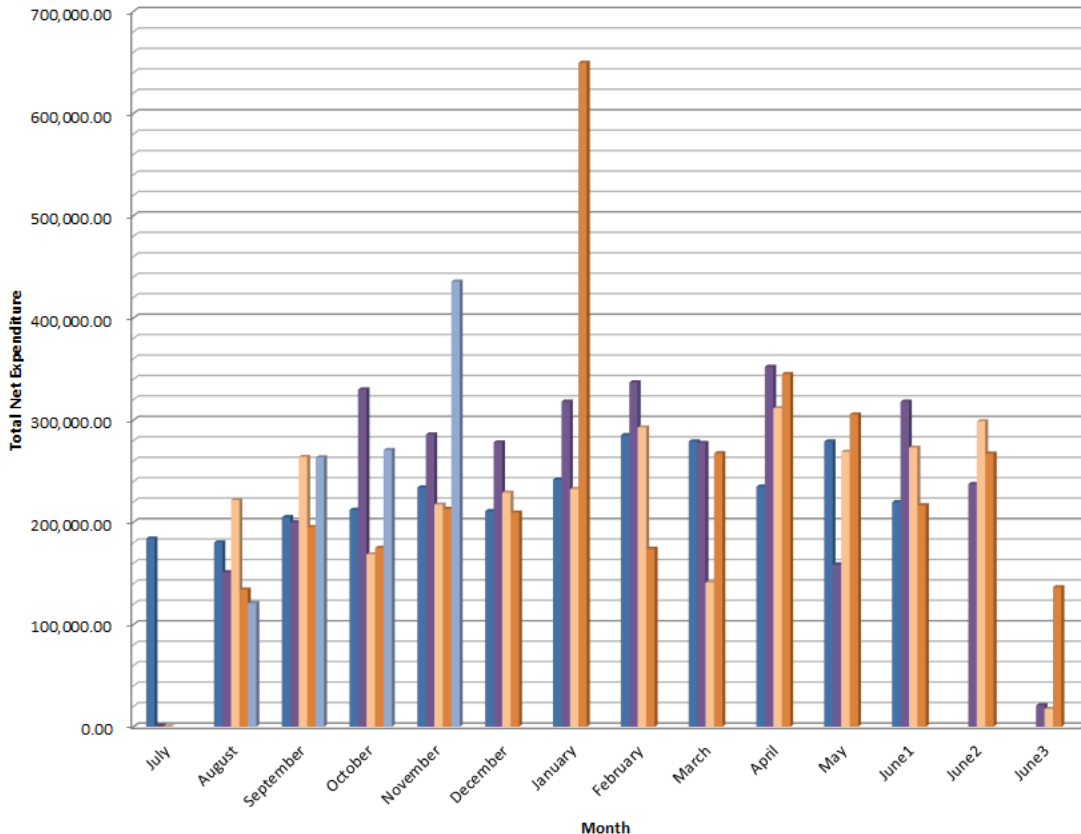
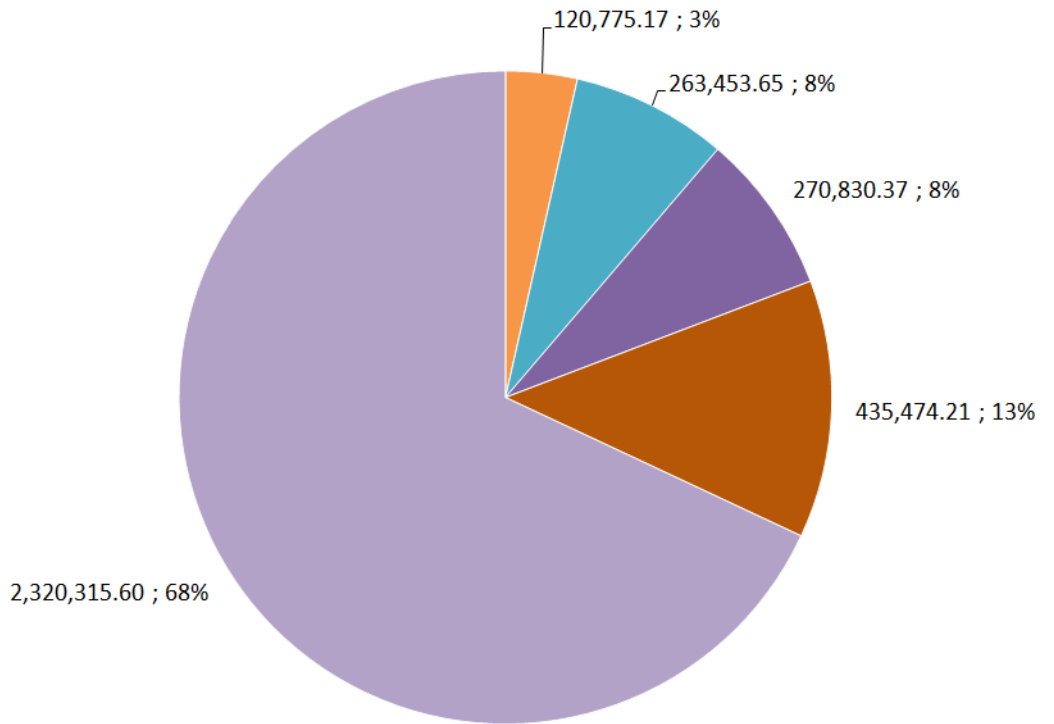
# Frederick County CSA Financial Update: November 2019

# of Reports Submitted: 4

YTD Total Net Spent with Wrap: \$1,090,533.40

YTD Local Net: \$442,317.69

% Used of Total Allocation



Balances

Total w/o Wrap: \$2,397,020.27

Non-Mandated: \$14,531.33

SpEd Wrap Add't Allocation: \$45,631.63

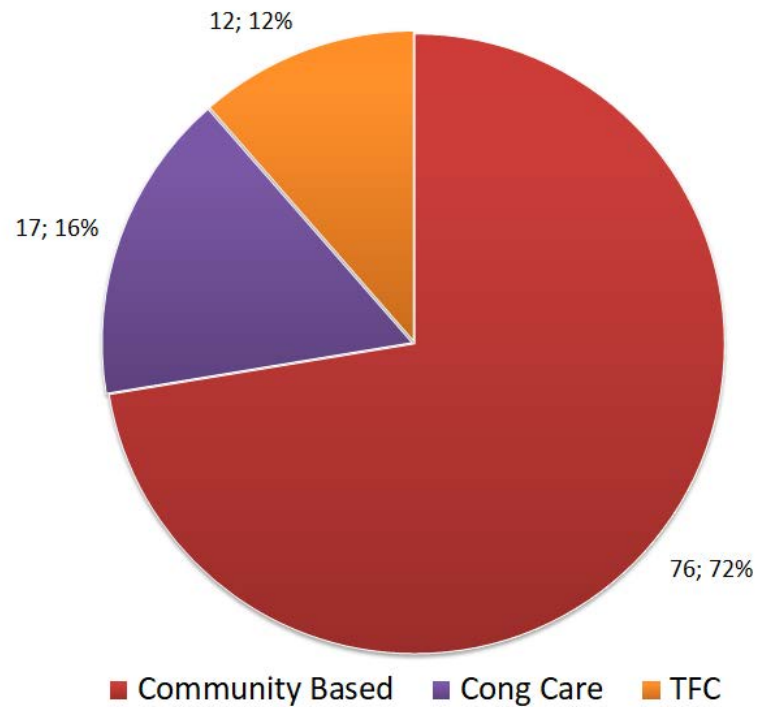
SpEd Wrap: \$20,905.63

HFW Wrap Expansion Grant  
Updates:

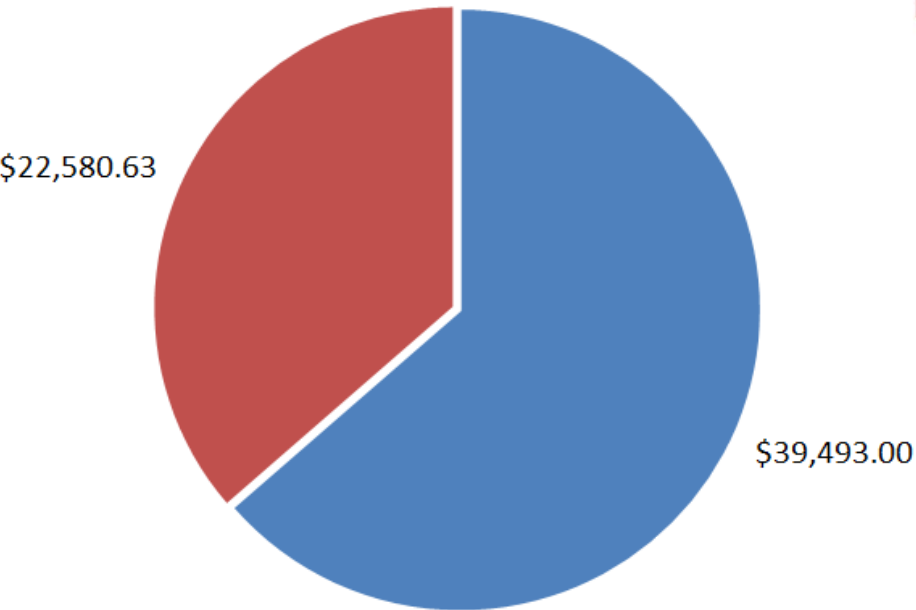
Grant Year 4:

- 13 of 40 Required Referrals
- 8 from Frederick, 2 from Warren, 2 from Winchester, & 1 from Clarke

**Placement Environment**



**SpEd Wrap Used**

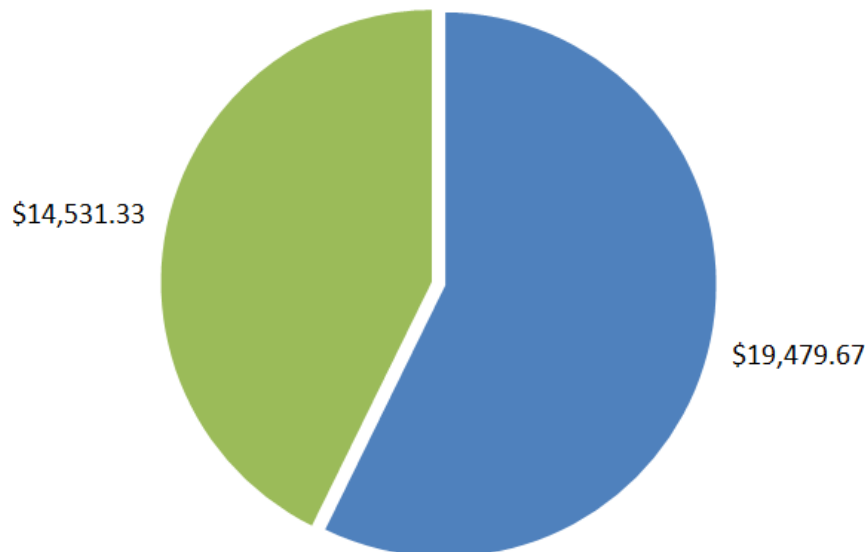


Unduplicated Child  
Count Served to Date:  
105

Youth in Congregate  
Care to Date: 17

Youth in TFC to Date: 12

**NonMandated (Protected) Used**

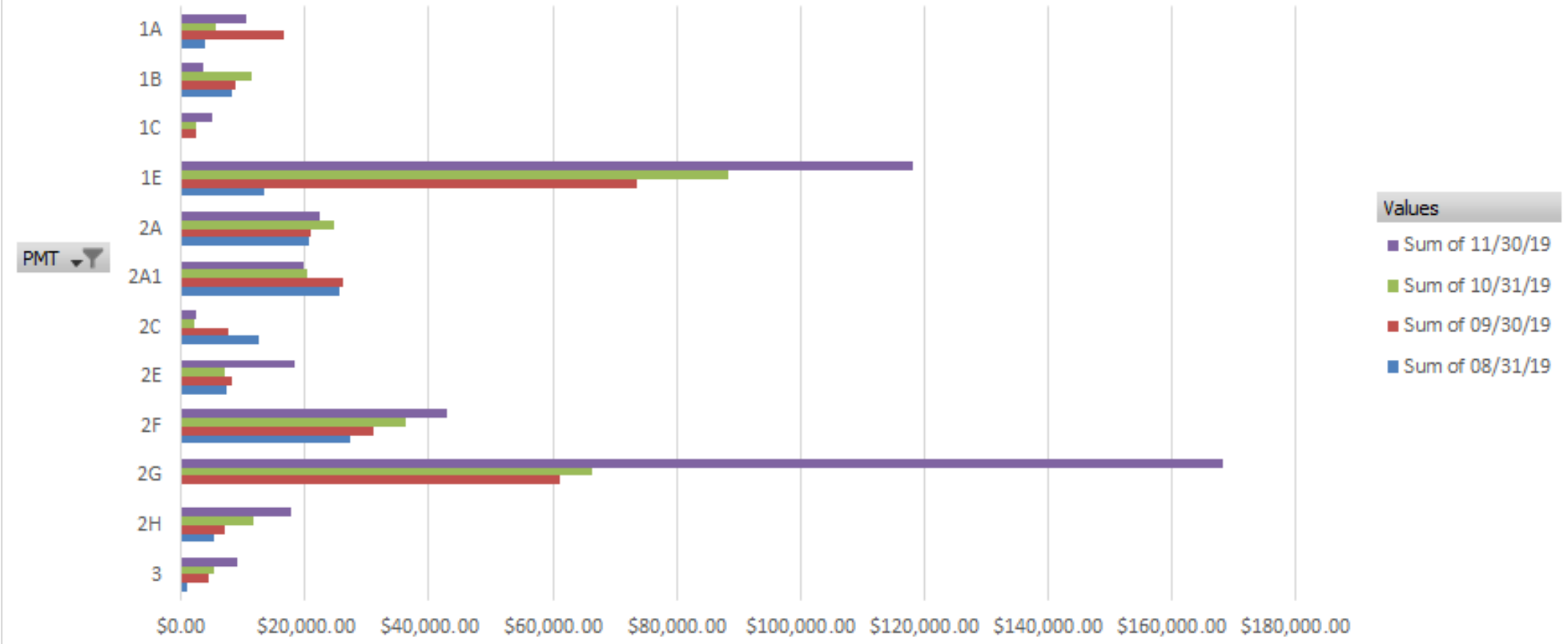


SpEd Wrap  
Encumbered:  
\$85,799.00

NonMandated  
Encumbered:  
\$14,739.50



## Monthly Spending by Primary Mandate Type



### Primary Mandate Types (PMT):

1A- IV-E Congregate Care

1B- Non IV-E Congregate Care

1C- Parental Agreement Congregate Care

\*PMTs from 1A-1C do not include Daily Education payment of congregare care placements

1E- Residential Education

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

2A- IV-E Treatment Foster Home

2A1- Non IV-E Treatment Foster Home

2A2- Parental Agreement Treatment Foster Home

2C- IV-E Community Based Services

\*Only for youth placed in CFW Foster Homes

2E- Maintenance and Other Services

\*Only Basic Maintenance and Daycare for youth in Foster Care

2F- Non IV-E Community Based Services

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

3- Protected Funds

\*NonMandated

## Family First Prevention Services Act Frederick County, VA- Summary

### PURPOSE:

The Family First Prevention Services Act was signed in as part of Title IV-E of the Social Security Act in October 2018. This legislation expands access to federal funding to eligible youth for the provision of mental health/substance abuse services, regardless of entry into foster care or family household income. Services are meant to prevent youth from entering foster care and prevent disruption of adopted youth.

### ELIGIBILITY:

- Meets definition of "child" (as defined in section 475(8) of the Act).
  - the term "child" means an individual who has not attained 18 years of age
- Meets definition of "candidate for foster care" (as defined in section 473(13) of the Act).
  - "a child who is identified in a title IV-E prevention plan as being at imminent risk of entering foster care (without regard to whether the child would be eligible for title IV-E foster care maintenance payments, title IV-E adoption assistance or title IV-E kinship guardianship assistance payments), but who can remain safely in the child's home or in a kinship placement as long as the title IV-E prevention services that are necessary to prevent the entry of the child into foster care are provided. A "child who is a candidate for foster care" includes a child whose adoption or guardianship arrangement is at risk of a disruption or dissolution that would result in a foster care placement".
    - § "Imminent Risk" is not further defined by US DHHS.
- Pregnant or parenting youth in foster care
- Parents or kin caregivers where services are needed to prevent the youth from entering foster care

### REQUIREMENTS:

Eligible youth must have a DSS written prevention plan which include required components

### ELIGIBLE SERVICES:

- Mental Health prevention and treatment
- Substance Abuse prevention and treatment
- In-home parent skill based training

Services must be directly related to the safety, permanence, or wellbeing of the child or preventing the child from coming into foster care.

Services must be provided using a trauma informed or trauma based approach (SAMHSA Guidance).

Services must be approved by the Title IV-E Prevention Services Clearinghouse and rated be as promising, supported, or well-supported. Approved services can be found on the website <https://preventionservices.abtsites.com/program>.

The provision of services is time limited and may be provided for up to 12 months (with exceptions) from the date the Commonwealth either identifies the youth as a meeting imminent risk or is pregnant or parenting foster youth in need of those services.

ESTIMATED IMPACT:

DSS FC	42
DSS Non FC	28
FCPS	8
JCSU	1
CSB	4

Approximate time spent on cases\*:

- Initial Assessment: 4-6 hours per client
- Ongoing case management: 10-20 hours per week per client

\*Time based on CPS estimated average to complete current CPS administrative tasks. Specific FFPSA requirements are still unknown at this time.

## Emergency Funding Request (Revised 10/19)

### Authority

This policy was developed in accordance with COV § 2.2-5209 to address issues with Internal Control Weaknesses that were identified by the Office of Children's Services through the Self-Assessment Audit Workbook completed in 2013. Revisions were approved on October 28, 2019.

This policy shall revoke any previous guidance or statement of policy issued by the Frederick County CPMT regarding the use of CSA State Pool Funds to pay for Emergency Services.

### Criteria

Emergency Funding may only be used for youth eligible for State Pool Funds under a mandated category, or in the case of Intensive Care Coordination with a Family Support Partner use of protected funds is permitted if available, and in instances where it has been determined that service(s) must begin prior to the next CPMT meeting.

Emergency Funding is available to youth and/or families who:

- Are assessed as High or Very High Risk through the Family Risk Assessment Tool
- Are At-Risk of Out of Home Therapeutic Placement or Disruption or Change of Placement
- Have been placed into the custody of the Department of Social Services
- Have exhibited behaviors within the past 30 days that place the youth or another person at imminent risk of harm
- Require services within the next 30 days to prevent removal, disruption, or additional harm to the youth or another person
- Exhibit acute and rapid onset of behavior which poses high risk to the safety of the child or another person
- Exhibit chronic needs where new behaviors have emerged which pose a high risk to the safety of the child or another person
- Meet the above criteria and have been reviewed by FAPT and identified as requiring the initiation of services prior to the next CPMT funding authorization meeting.

Risk must be clearly documented with justification of need for immediate services. Eligibility documentation must accompany funding requests for cases not currently open to CSA. Emergency Funding may be denied for chronic behavioral issues where imminent risk to self and/or others is not clearly documented. Emergency Funding shall not be approved for services that do not reduce or alleviate immediate risk of change of placement, harm to self or others, or assist in determination of such risk. Such services shall be approved through the regular review process.

### Policy

Emergency funding requests shall be authorized by two (2) CPMT members, except as indicated below under Section 3.5.1.6 Exceptions. One signature must be the director of the requesting agency or his/her designee. CSA-funded services shall not commence until the emergency funding request is approved. Requests must be reviewed by FAPT within 14 days, except in cases where FAPT has reviewed the case and recommended the completion of emergency funding to start services immediately, and at the next available CPMT meeting. Emergency funding may only be authorized through the end of the month that CPMT reviews the case.

## Process

### *During regular business hours*

During regular business hours, the Case Manager shall complete the Emergency Funding Request form and present it for approval by the agency Director or his/her designee and one additional CPMT member.

### *Outside of regular business hours*

Outside of regular business hours, the Case Manager shall contact the agency Director or his/her designated proxy for approval of Emergency Funding. Within 2 business days, the Case Manager must complete the Emergency Funding Request form, obtain the signature of the agency Director or his/her designated proxy, and present the form to one additional CPMT member for approval.

## Emergency Funding and Budget Request Forms

The Emergency Funding Request form must be submitted to the CSA office to secure a FAPT review. The effective date shall be the date the service is initiated, with a termination date to be the last day of the month that CPMT meets. Any other services may be considered and reviewed through the regular approval process. Upon FAPT review, a budget request form shall be completed and include any other services being provided and requested.

## Exceptions

The following services do not require 2 CPMT signatures for Emergency Funding approval. Where required, an Emergency Funding form should be completed and submitted to the CSA Office when services are initiated and scheduled on the FAPT agenda for review within 14 calendar days.

### Intensive Care Coordination and Family/Peer Support Partner:

Virginia has implemented Intensive Care Coordination (ICC) with a Family/Peer Support Partner (FSP/PSP) as the accepted means of providing High Fidelity WrapAround services to children, youth and families in the Commonwealth. These services are provided to families whose child is at risk of out of home intervention, including foster care placement, or who are transitioning from an out of home intervention. In order to expedite the initiation of services, CPMT has granted the authority to approve Emergency Funding for ICC and FSP to the CSA Coordinator. In such cases, CPMT signatures are not required and the Emergency Funding form shall be completed and submitted to the CSA Coordinator for review and approval.

### Foster Care:

#### 1. Maintenance:

The authority to approve expenditures for cases involving only the payment of foster care maintenance is delegated by CPMT to the Director of the Frederick County Department of Social Services. Maintenance payments to DFS foster families shall be approved by the DSS Director based on a rate scale approved by the Virginia Department of Social Services.

#### 2. Goods and Services:

The authority to approve expenditures for foster care youth for goods and other services (medical/health, camp/recreation, etc.) up to \$200.00 per request is delegated by the CPMT to the Frederick County CSA Coordinator.

### Special Education Private Day or Residential Placements:

The authority to approve expenditures for cases involving only the payment of Special Education Placements as required by the Individuals with Disabilities Education Act (IDEA) and an Individual

Education Plan (IEP) lies with the IEP Team. Although federal regulations prevent the delay of IEP placements, every effort should be made to present the case for review by the FAPT and CPMT prior to the placement of the youth. In the case of Special Education funding, the case manager must submit a budget sheet to the CSA office with the new services, and the case will be scheduled on the next available FAPT agenda.

**FREDERICK COUNTY, VA  
CSA PROVIDER INFORMATION  
FY2020**

**PROVIDER:**

Corporate (Legal) Name: \_\_\_\_\_

DBA (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Website: \_\_\_\_\_

**Profit Status:** (circle one):

For profit      Non-profit  
Gov't          Faith- based

Admissions Contact: \_\_\_\_\_

Admissions E-mail: \_\_\_\_\_

CEO: \_\_\_\_\_

Admissions Phone: \_\_\_\_\_

CEO E-Mail: \_\_\_\_\_

Admissions Fax: \_\_\_\_\_

Contract Contact: \_\_\_\_\_

Payment Contact: \_\_\_\_\_

Contract E-mail: \_\_\_\_\_

Payment E-mail: \_\_\_\_\_

Contract Phone: \_\_\_\_\_

Payment Phone: \_\_\_\_\_

Payment Fax: \_\_\_\_\_

**PROVIDER SERVICES UNDER PURCHASE AGREEMENT (check all that apply):**

Therapeutic Group Home

Psychiatric RTF

Private Day School

Home-Based Services

Treatment Foster Care

Other: \_\_\_\_\_

**PROVIDER SERVICES THAT ARE MEDICAID ELIGIBLE:**

Therapeutic Group Home:

Psychiatric RTF: Level C

Home-Based Services

Other: \_\_\_\_\_

Treatment Foster Care

**LIST ALL OTHER INSURANCE ACCEPTED:**

\_\_\_\_\_  
\_\_\_\_\_

**MEMORANDUM OF AGREEMENT (MOA)  
For the provision of 1:1 Support Services**

**1. PARTIES TO THE AGREEMENT:**

The agencies listed below have entered into this non-binding MOA:

- A. Community Policy & Management Team (CPMT), herein referred to as the Buyer
- B. Frederick County Public Schools (FCPS), herein referred to as the Provider

**2. PERIOD OF MOA:**

The initial period of this MOA shall be for the term of the student's Individualized Education Plan (IEP). At that time the MOU shall be reviewed by all parties to determine whether changes are required. If no changes are required, then this MOU shall remain in force and effect until the IEP team determines that the 1:1 support service is no longer necessary. Any modifications to this MOU shall be implemented only upon agreement of all parties.

**3. PURPOSE:**

It is the intent of FCPS to provide for the educational needs of its students in accordance with established federal law. The Individuals with Disabilities Education Act (IDEA) ensures all students with disabilities the right to a Free Appropriate Public Education (FAPE). For students in need of Special Education services where the public school system is unable to meet the child's individual needs, referrals are made to private day schools. Guidelines in the Code of Virginia further direct funding for such accommodations to come out of the Children's Services Act (CSA) state pool. FCPS is a collaborative partner and stakeholder in the CSA process. Therefore, it is necessary to establish this agreement outlining the terms of the partnership.

**4. TARGET POPULATION:**

FCPS has identified a student in need of 1:1 support in the private day school environment. This private day school does not have the staff capacity to provide this service. It was proposed that FCPS will secure an employee of the school division who can provide this service. – FCPS will identify someone from the existing substitute list to perform the duties needed in this situation.

**5. SCOPE OF CONTENTS OF THE MOA**

**A. Definition of 1:1 Support:**

A 1:1 Support provides staff to an identified student who requires a higher level of supervision due to safety risks to self or others. Staff providing 1:1 Support stay within an arm's length of the identified youth and can intervene immediately to prevent significant harm to self or others.

**B. Responsibilities of the FCPS, IEP Team, CSA Office and CPMT:**

- i. The FCPS and IEP Team will meet in accordance with federal regulations to review and determine necessary services and accommodations for individuals with disabilities to receive FAPE.
- ii. The FCPS shall provide a copy of the IEP to the CSA office. If the IEP team determines that changes to the service are necessary, FCPS will notify the CSA Office and submit a copy of the Addendum to the IEP.
- iii. The CSA Office will issue a Purchase of Service Order and monthly Invoices indicating the frequency, duration, and number of hours allowed, as identified in the IEP.
- iv. The FCPS shall submit invoices to the CSA Office for the hours of services provided directly to the student, along with a summary of the services provided.
- v. The CPMT agrees to provide payment for the services rendered within 30 days of receipt of the invoice.
- vi. In the event the identified staff is unable to report to work the Private Day Specialist will contact a substitute to fulfill the 1:1 obligation.

**C. 1:1 Support services to be provided:**

The frequency, duration, and number of hours being provided by the 1:1 Support service shall be determined by the IEP Team and provided in accordance with the IEP.

**D. Responsibilities of the Employee:**



- i. The primary responsibility of the 1:1 is to prevent student from placing objects or non-edibles into his mouth (pica).
- ii. While on community outings or when outside of the classroom, prevent the student from engaging in elopement.
- iii. Support the student in the classroom with the educational services the child receives at the private day school.

**E. Other Provisions:**

- i. Neither the FCPS, nor its employees, volunteers, assignees or subcontractors shall be deemed employees or agents of the CPMT by virtue of the services to be performed pursuant to this MOA or the relationship established hereby. The FCPS shall have the sole responsibility for its staff and volunteers, including their work, personal conduct, directions and compensation.
- ii. All parties to this Agreement shall adhere to all Federal and State laws and regulations regarding confidentiality.
- iii. This Agreement is subject to the provisions of the Code of Federal Regulations, the amendments thereto, and relevant state and local laws, ordinances, regulations and pertinent health and behavioral health accreditation agencies/organizations. The Buyer may modify this Agreement to comply with any requirements mandated by federal, state or local law by giving written notice of said modification to the Provider.

**6. QUALITY OF CARE:**

The Provider will assure that the treatment services delivered are consistent with the IEP of the student. The Provider will ensure that the student is progressing toward the goals IEP and will notify the IEP Team if progress is not being made.

**7. REPORTING:**

**A. INDIVIDUAL EDUCATION PLAN**

The Provider shall submit to the Buyer a complete signed IEP prior to the initiation of services. All IEPs must be submitted on documents which contain all Department of Education approved IEP required elements.

- i. The employed 1:1 will submit required data and information sheets to the Private Placement Specialist on a weekly basis.
- ii. These reports must be submitted to FCPS Private Placement Specialist each Monday.

**B. INFORMATION & DATA REPORTS**

Information and Data sheets shall be submitted to the Buyer's case manager and CSA Office within 30 days of the reporting period.

**8. SERIOUS INCIDENT REPORTING (SIR):**

Grafton Schools remains responsible for reporting any serious incidents to FCPS.

- A. The report should include: the nature of the incident, date, time, and facility address in accordance with all Federal, State and local laws relating to appropriate standards of conduct by the provider relating to confidentiality and HIPAA. A verbal report should be made to the CSA Coordinator at (540) 722-8395 within 72 hours, and a written report that states the nature of the incident must be submitted within 10 business days to: CSA Office to [jjury@fcva.us](mailto:jjury@fcva.us), via facsimile at (540) 678-0682, or mailed to the CSA Office, 107 N Kent Street, 2<sup>nd</sup> Floor, Winchester, VA 22601.
- B. In the event the Buyer's case manager determines that a serious incident has occurred the Buyer's case manager will notify the Provider of the allegation. The Provider shall within 48 hours of the case manager's notification complete and submit a written report as provided, supra.

**9. CONFIDENTIALITY:**

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

amended.

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

**10. EMPLOYEES/SUBCONTRACTORS:**

- A. Neither the Provider, nor its employees, volunteers, assignees or subcontractors shall be deemed employees or agents of the Buyer by virtue of the services to be performed pursuant to this Agreement or the contractual relationship established hereby. The Provider shall have the sole responsibility for its staff and volunteers, including its work, personal conduct, directions and compensation. The Provider hereby agrees to indemnify and hold harmless the Buyer from any and all employee tax liability (including withholding liability) and any employment-related claims, including any claim of entitlement to employee benefits, imposed or threatened to be imposed solely as a result of the contractual relationship established hereby.
- B. Upon request of the Buyer, the Provider will submit resumes and, if applicable, credential information for certain employees, so long as no Federal or State law is breached as to information protected by confidentiality laws.

**11. CRIMINAL BACKGROUND CHECKS:**

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

**12. DISCRIMINATION: DURING THE PERFORMANCE OF THIS AGREEMENT, THE PROVIDER AGREES AS FOLLOWS:**

- A. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability, except where religion, sex, national origin, or physical and mental ability is a bona fide occupational qualification reasonably necessary to the normal operation of the Provider. The Provider agrees to post in conspicuous places, available to employees or applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Provider, in all solicitations or advertisements for employees placed by or on behalf of the Provider, will state that such Provider is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Provider shall include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor of the Provider.

**13. INDEPENDENT CONTRACTOR STATUS:**

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

**14. PURCHASE OF SERVICE ORDER:**

- A. This Agreement and the attached Rate Sheet contain the entire terms for purchase of services contemplated hereby, but do not obligate the actual purchase of any services. A Purchase of Service Order (PO) setting forth a description of the discrete services purchased and the duration thereof, will be presented to the Provider on a child specific basis when the Buyer chooses to purchase services. The PO will be mailed to the Provider for review, acceptance and signature indicating approval with the child specific service terms.
- B. CPMT approval provides the authority for the Buyer to access CSA pool funds on behalf of CSA eligible children for specific levels and types of service within the established operating procedures. To commence services, Providers must be in receipt of a Purchase of Service Order. In an emergency situation as defined by the Buyer, a copy of an Emergency Funding Authorization form will be provided by the Buyer to commence services prior to provider receipt of a Purchase of Service Order.
- C. The Provider shall charge the Buyer only when and as authorized by the PO signed by the Buyer or its representative. The PO is incorporated into this Agreement by reference.

**15. BUYER ADJUSTMENT OR TERMINATION OF PURCHASE OF SERVICE ORDER:**

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

**16. PROVIDER TERMINATION OF PURCHASE OF SERVICE ORDER:**

After accepting the PO, the Provider may request of the Buyer to terminate service provision to the client for child-related causes, including but not limited to, the Provider determining that the Buyer required services are not available, or not therapeutically appropriate. The Provider may not request the Buyer to terminate or adjust the Purchase of Service Order arbitrarily or without cause. The Provider must give thirty (30) calendar days advance written notice to the Buyer or its representative of any request for termination. However, in the event that a child poses an imminent safety risk to him/herself, staff, or other children, the Provider may request termination of services with 7 days' notice. Services may be terminated early so long as the parent or legal guardian, as the case may be, Buyer or its representative, and the Provider agree to such termination. For either a 30-day request for termination, or a request for early termination, the Provider must work with the Buyer or its representative to provide transition from the Provider's services.

**17. INVOICES:**

- A. Each month FCPS shall submit to the CSA Office separate invoices for each child for units of services authorized by the Buyer and actually delivered by the Provider during the preceding month. The Provider shall not mail invoices to the case managers of the Buyer. The Provider shall mail all invoices to the Frederick County CSA Office, 107 N Kent Street, 2<sup>nd</sup> Floor, Winchester, VA 22601.
- B. All invoices must contain the following information: legal name of the Provider; child/youth name; month service was provided; purchase order number; Buyer's case manager name; the provided service as defined on the Rate Sheet; agreement unit price; # of units; and specific service dates.
- C. Providers are not to bill for more services than the maximum monthly number of units on the PO. Should the Provider receive a request from the Buyer's case manager for additional services for that month, the Provider

shall immediately notify the CSA Coordinator at (540) 722-8395. Additional services are only authorized by an amendment to the PO.

- D. Provider invoices which are not approved will be returned to the Provider for correction or modification. The Provider promptly shall re-submit a corrected invoice within 14 business days.
- E. The Buyer processes invoice payments twice per month. The Provider must submit invoices with all required elements by the 5<sup>th</sup> of the month in order to be processed during the first check run. Any invoices received after the 5<sup>th</sup> of the month may be delayed until month end check run.
- F. The Buyer shall not be obligated to pay for services when the Provider fails to submit invoices within thirty (30) days following the month of the provision of the service
- G. All services will be reflected in a weekly timesheet that the employee will complete. Grafton schools will be responsible for reviewing and ensuring the timesheet is correct and reflects work performed.
- H. Grafton Schools will be responsible for submitting weekly timesheets to FCPS, Private Day Specialist each Monday. Then the Director will sign off on each timesheet and submit to finance for processing.

**18. BILLING ERRORS:**

- A. If the Provider determines the payment received for services invoiced is an underpayment, then the Provider is responsible for notifying the Buyer in writing of the billing error within forty-five (45) calendar days after receipt of the alleged underpayment. Supporting evidence describing in detail the nature of the payment error must accompany such notification. The Buyer must correct any error found or respond in writing to the Provider why no error exists within forty-five (45) calendar days after receipt of the Provider's notification. If the Provider's notification and supporting evidence are not received by the Buyer within the forty-five (45) calendar day limit, then the Buyer shall not be obligated to make any adjustments with regard to the asserted billing error.
- B. If the Provider determines that the payment received for services invoiced was an overpayment, the Provider shall notify Buyer immediately and, at Buyer's election, issue a refund payment or credit memorandum within fourteen (14) business days. Where the determination of overpayment is made initially by Buyer, then at Buyer's sole election, the Provider shall issue a refund payment within fourteen (14) business days after Buyer's request or Buyer shall offset the overpayment amount against amounts due or to become due hereunder.

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

Frederick County Public Schools  
Provider Name

\_\_\_\_\_  
Provider Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
CSA Coordinator

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date