

# FREDERICK COUNTY CPMT AGENDA

August 23, 2021  
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. July Minutes
  - B. Budget Request Forms
- IV. Executive Session
  - A. None
- V. Committee Member Announcements
- VI. CSA Report Jackie Jury
  - A. Financial Report
- VII. Old Business Jackie Jury
  - A. Strategic Plan Discussion- Goal 1 Improve UR Plan
  - B. FFPSA/CSA Integration
  - C. Vendor Contracts
- VIII. New Business
  - A. Administrative Memo #21-15
  - B. Updated Confidentiality Agreements
- IX. Assigned Tasks
- X. Next Meeting
  - CPMT August 23, 2021, 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, July 26, 2021**

The Community Policy and Management Team (CPMT) Committee met on July 26, 2021. Members participated in person.

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

- Jay Tibbs, Frederick County Administration
- Jerry Stollings, 26<sup>th</sup> District Juvenile Court Service Unit
- Dr. Colin M. Greene, Lord Fairfax District Health Department
- David Alley, Private Provider Representative, Grafton Integrated Health Network
- Linda Gibson, Department of Social Services
- Michele Sandy, Frederick County Public Schools

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

- Tamara Green, Frederick County Department of Social Services
- Denise Acker, Northwestern Community Services Board

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

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

***Call to Order:*** David Alley called the meeting to order at 1:03 pm.

***Introductions:*** Members and nonmembers of the team introduced themselves.

#### ***Adoption of June Agenda:***

- Jerry Stollings offered a correction to the spelling of his name on the minutes.
- David Alley mentioned the minutes incorrectly listed him as absent from the June meeting.

Dr. Colin Greene made a motion to adopt the July agenda as amended; Jay Tibbs seconded; CPMT approved.

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

- June 28, 2021, CPMT Minutes
- Budget Request Forms – Confidential Under HIPAA

Michelle Sandy made a motion to approve the Consent Agenda as distributed, Jerry Stollings seconded, CPMT approved.

***Executive Session:*** Not needed this month.

#### ***Committee Member Announcements:***

- Dr. Colin Greene encouraged everyone to get their COVID vaccination.

## ***CSA Financial Report:***

- June 2021 Financial Report
  - Spent \$3,069,077.06, combined, which includes Mandated, Protected, and SpEd Wrap Funds
    - § Spent \$1,277,234.76 from Local only Funds
    - § \$821,275.08 remaining without SpEd Wrap funds.
    - § Served 139 youth served
      - 96 in Community Based Services
      - 26 in Private Day School
      - 17 in Congregate Care
      - 24 in TFC
    - § Protected Funds: \$7,044.50 spent, \$53,135.50 remaining, with \$5,084.00 encumbered.
    - § SpEd Wrap Funds: \$255,469.15 spent, \$30,966.25 remaining with \$2,744.00 encumbered.
    - § There were 2 new charts added to the report, one that compared that average cost per child over the past 6 years. Today's average cost per child is \$22,079.69. The second chart reviewed the expenditure trends for the past several years. FY21 came in at \$3,069,077.06 and was comparable to the other 5 years shown.

## ***Old Business:***

- Strategic Plan Discussion – Goal 1 Improve UR
  - Goal #1 – The increased responsibilities of the CSA Team have prohibited the ability of the team to focus on UM/UR activities. An additional F/T position within the CSA office is being looked at to help manage the increasing number of changes, mandates, and volume. There was no progress on the job description available for this meeting.
- FFPSA/CSA Integration
  - VDSS has provided guidance which includes three options for integration into the locality's CSA process. Options include creating an alternative multidisciplinary team, using a "consultative FAPT" or a "comprehensive FAPT". Clarification is being obtained from state agencies regarding the requirements for approval of these three options as contradicting information has been provided.
- Vendor Contracts
  - Grafton submitted proposed amendments to the FY22 contract. Amendments have been sent to the County Attorney for review and we are hoping to begin the new rates with Grafton by September 1. There was some concern with the section regarding the requirement to submit attendance records within 5 days of month's end that Grafton amended to 14 days in the contract. DOE requires attendance data to be submitted and the Director of Special Instructional Services was unsure if the additional time extended beyond the submission deadline. Michelle Sandy will review the policy and reach out to Jackie Jury with her findings.

*New Business: None*

**Assigned Tasks:**

- CSA staff to complete FY22 contracts.
- Michelle Sandy will review and discuss Grafton's proposed amendments to the contract with Jackie Jury

**Next Meeting:** The next CPMT meeting will be held Monday, Aug. 23, 2021, at 1:00 pm in the 1<sup>st</sup> Floor Conference Room.

**Adjournment:** The meeting was adjourned at 1:47 pm.

**Minutes Completed By:** Robbin Lloyd





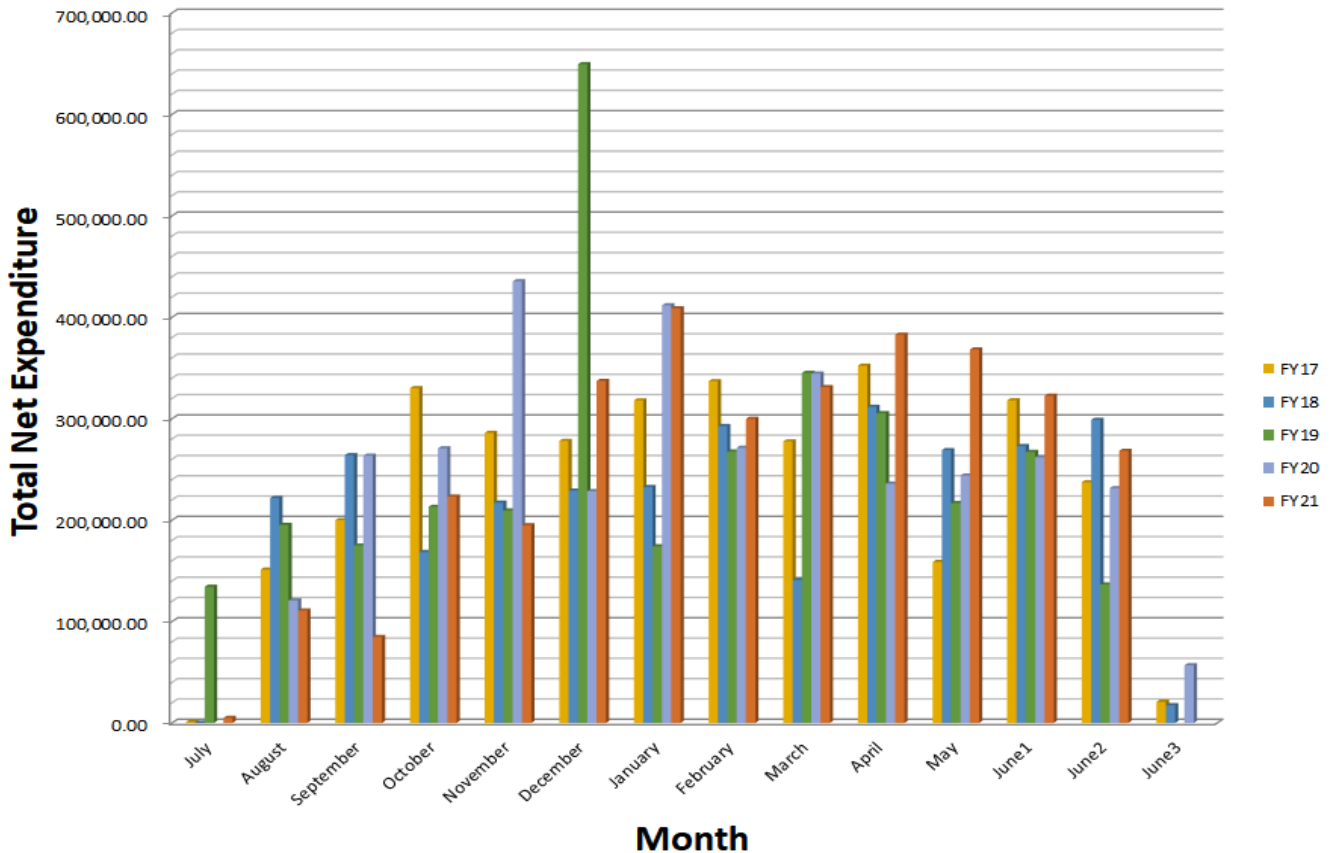
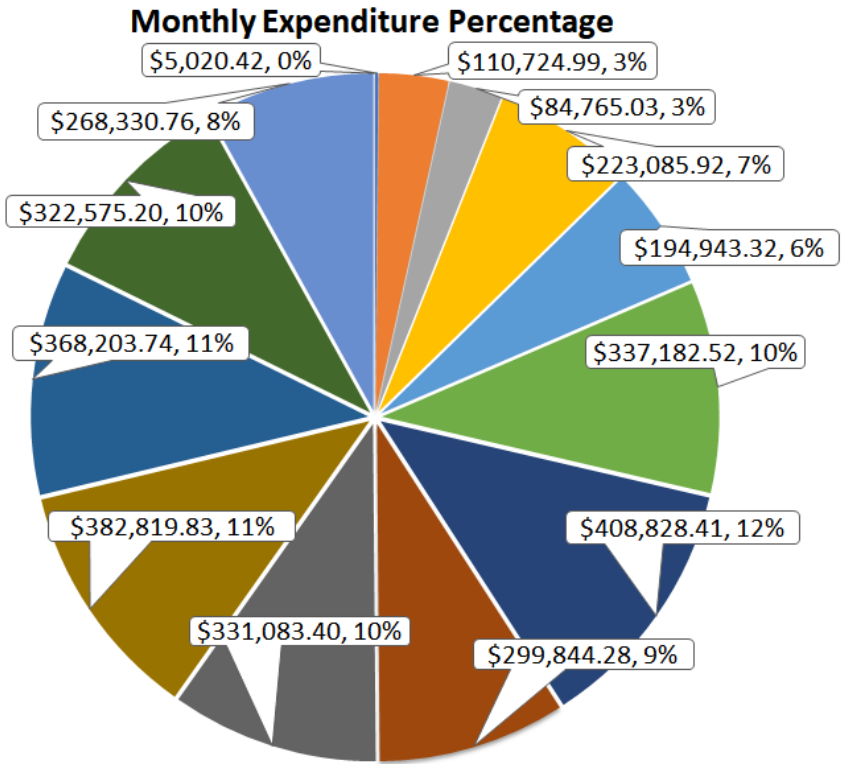
# Frederick County CSA Financial Update: June 2021 2nd Submission

# of Reports Submitted: 13

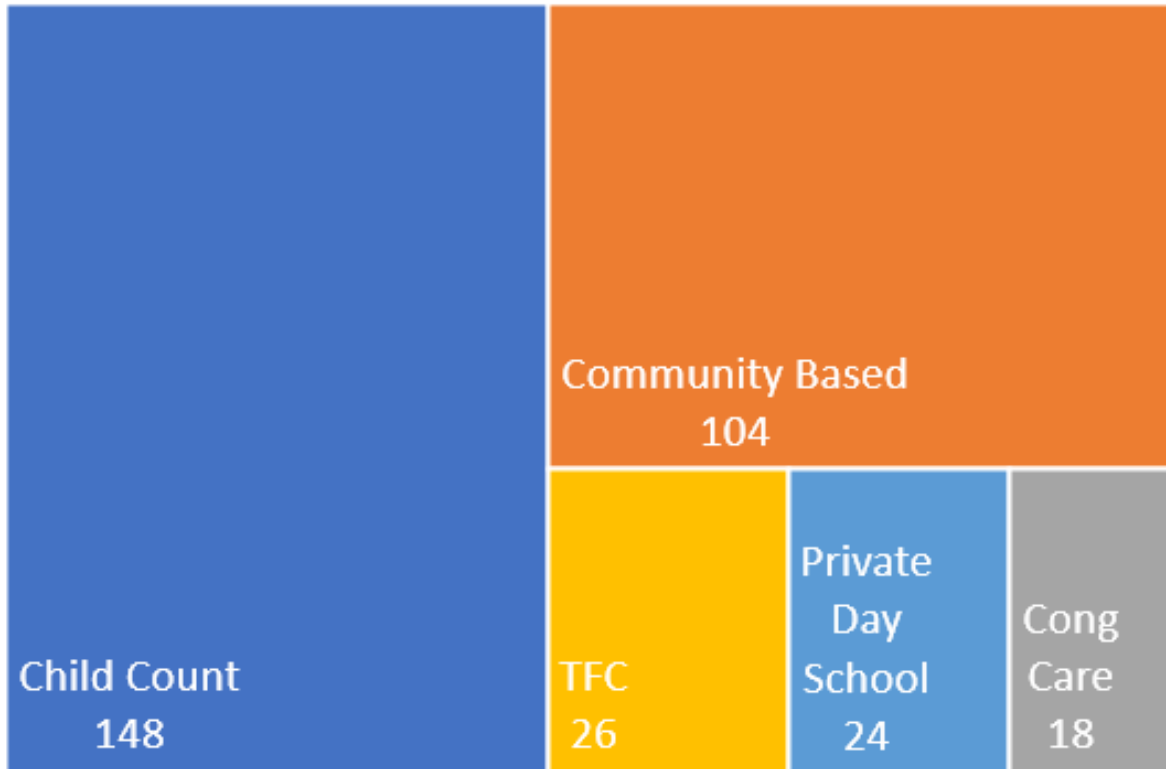
YTD Total Net Spent  
with Wrap:  
\$3,337,407.82

YTD Local  
Net:  
\$1,386,133.98

Remaining w/o  
Wrap:  
\$572,478.57



# Placement Environment

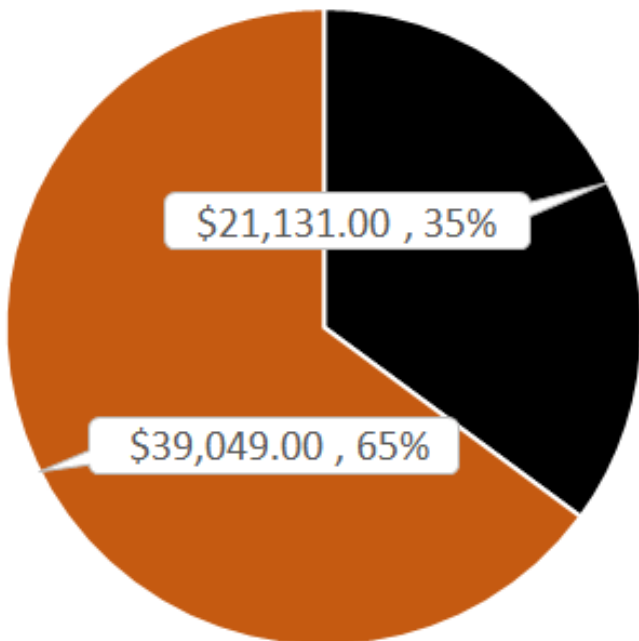


Unduplicated: Child Count, Congregate Care, Therapeutic Foster Care, Community Based Services

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

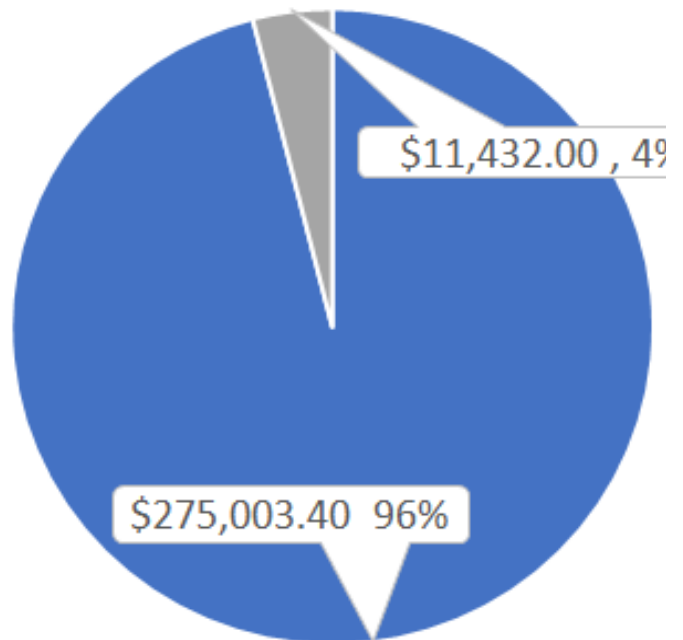
Protected Encumbered: \$0.00

## Protected Funds

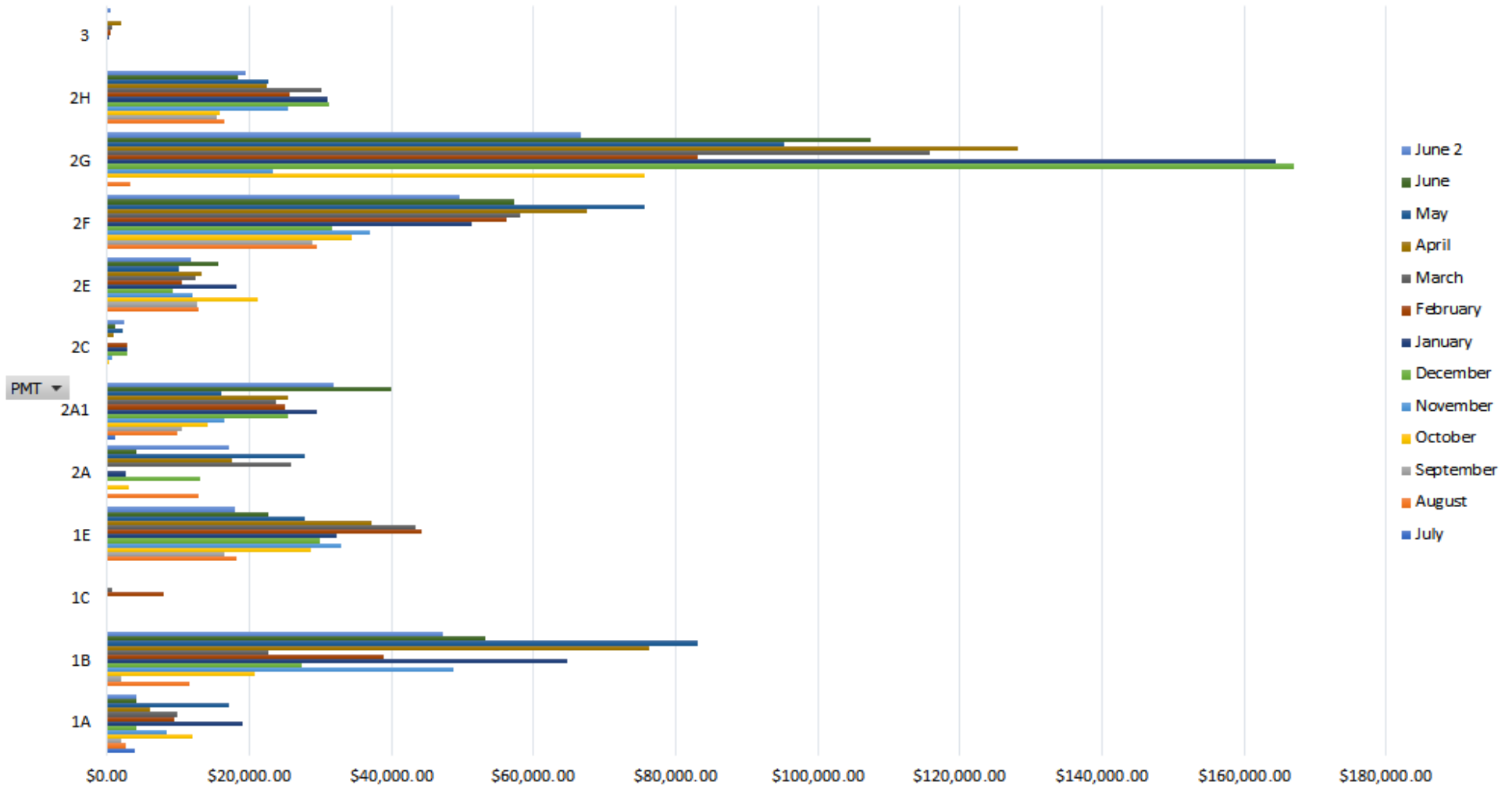


SpEd Wrap Encumbered: \$0.00

## SpEd Wrap



## Primary Mandate Type Expenditures by Month



**Primary Mandate Types (PMT):**

1A- IV-E Congregate Care

1B- Non IV-E Congregate Care

1C- Parental Agreement Congregate Care

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

1E- Residential Education

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

2A- IV-E Treatment Foster Home

2A1- Non IV-E Treatment Foster Home

2A2- Parental Agreement Treatment Foster Home

2C- IV-E Community Based Services

\*Only for youth placed in CFW Foster Homes

2E- Maintenance and Other Services

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

2F- Non IV-E Community Based Services

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

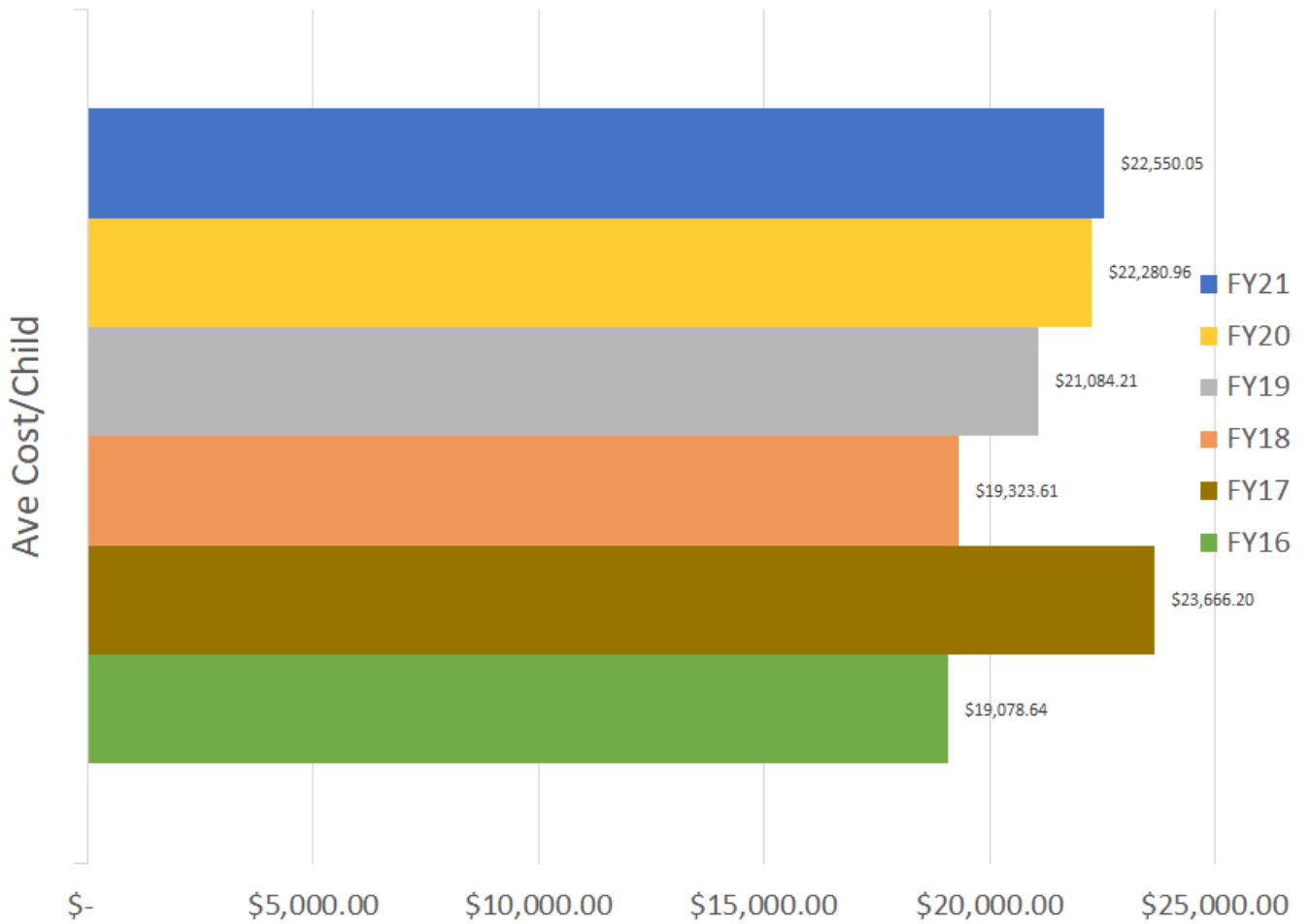
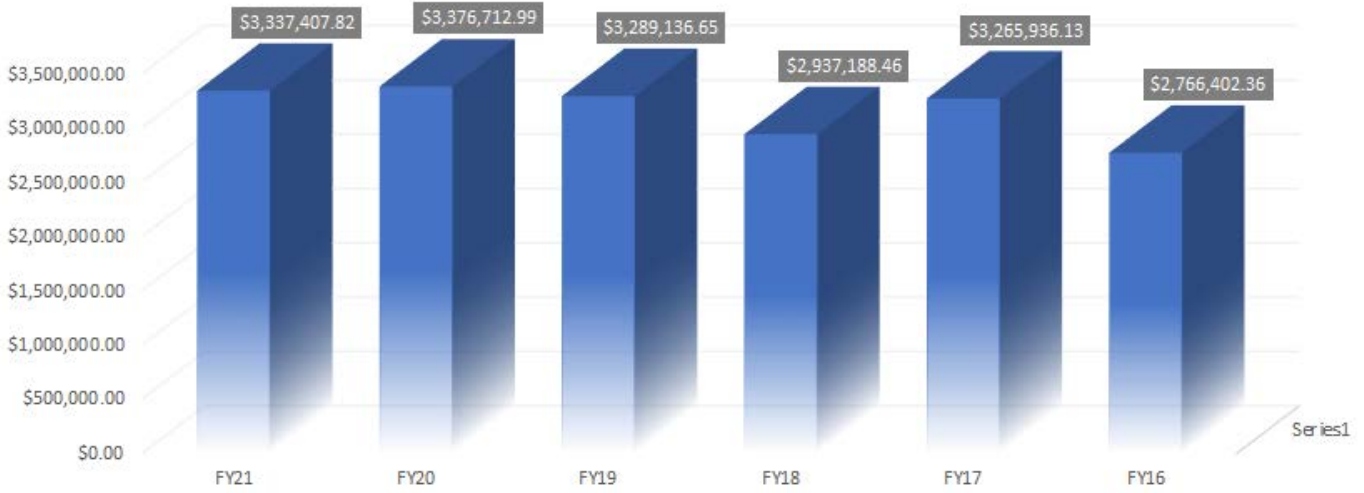
2G- Private Day School

2H- Special Education Wrap Around Services

3- Protected Funds

\*NonMandated

# EXPENDITURE TRENDS



**FY 22 AGREEMENT FOR PURCHASE OF SERVICES**  
**Frederick County, VA CSA**

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

Whereas the Buyer is responsible for providing services purchased hereunder pursuant to [Title §2.2-5200 through §2.2-5214](#) of the Code of Virginia

Whereas the Provider has established itself as a qualified provider of the services purchased hereunder and meets all applicable state and federal standards relative to those services:

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. **ADHERENCE TO LAW:** This Contract is subject to the provisions of the Code of Federal Regulations, the amendments thereto, and relevant state and local laws, ordinances, regulations and pertinent health and behavioral health accreditation agencies/organizations. The Buyer may modify this Contract to comply with any requirements mandated by federal, state, or local law by giving written notice of said modification to the Provider.
2. **CHOICE OF LAW AND FORUM.** This Contract shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the Commonwealth of Virginia and any action, administrative or judicial, brought to enforce any provision of this Contract shall be brought only in the federal or state courts for Frederick County. The Provider accepts the personal jurisdiction of any court in which an action is brought pursuant to this Contract for purposes of that action and waives all defenses to the maintenance of such action.
3. **SPECIFIC INTERPRETATIONS:**
  - A. *Waiver.* The failure of the Buyer to enforce at any time any of the provisions of this Contract, or to exercise any option which is herein provided, or to require at any time any performance by the Provider of any of the provisions hereof, shall in no way affect the validity of this Contract or any part thereof, or the right of the Buyer to thereafter enforce each and every provision.
  - B. *Remedies Cumulative.* All remedies afforded in this Contract shall be construed as cumulative, that is in addition to every other remedy provided herein or by law.
  - C. *Severability.* If any part, term, or provision of this Contract is held by a court of competent jurisdiction to be in conflict with any state or federal law, the validity of the remaining portions or provisions shall be construed and enforced as if this Contract did not contain the particular part, term or provision held to be invalid.
  - D. *Captions.* This Contract includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Contract.
  - E. *Contract Construal.* Neither the form of this Contract, nor any language herein, shall be

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

**4. OTHER AGREEMENTS:**

- A. Any documents expressly referred to in this Agreement but not attached hereto, including among others, the Individual Family Service Plan (IFSP) and the Individualized Education Program (IEP), are incorporated by reference as part of this Agreement.
- B. In the event any provision of the Agreement for Purchase of Services and service specific Addenda is inconsistent with the placement agreement of the Provider the provisions of the Agreement for Purchase of Services and service specific Addenda will prevail.

**5. QUALITY OF CARE:**

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



**6. PERFORMANCE MEASURES AND OUTCOMES REPORTING:**

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

**7. REPORTING:**

**A. INITIAL TREATMENT/SERVICE/EDUCATIONAL PLANS**

- 1) The Provider shall submit to the Buyer a proposed written IEP and/or treatment plan, as the case may be, within thirty (30) calendar days of the initiation of services to the child/youth. The Initial Treatment/Service/Educational Plan shall include at least the following information: type(s) and number(s) of disabilities, and/or mental health and intellectual disability diagnoses, and/or delinquent behaviors which the purchased services are intended to address, prognosis, short and long-term goals, expected outcomes, and performance timeframes mutually agreed to between the Buyer and Provider when the services are purchased. All treatment plans shall also include an estimated length of completion based on the child's individual needs, and medications administered (if any).

**B. MONTHLY TREATMENT PROGRESS REPORTS AND DISCHARGE/AFTERCARE SUMMARY**

- 1) Progress Reports shall be submitted to the Buyer's case manager and CSA Office within 30 days of the reporting period.
- 2) Discharge/Aftercare Summary shall be submitted to the Buyer's case manager and CSA Office within 30 days of service termination.
- 3) Progress and Discharge/Aftercare Summary shall incorporate progress or lack of progress of child and family toward treatment goals and reasons thereof, barriers to achieving goals, medications administered (if any), medication changes, and any significant incidents affecting the child including change of therapist. Educational progress reports should include progress made by the child or lack thereof indicated by the educational goals/objectives. If the Provider fails to provide any written treatment plan, progress report, educational progress report or Discharge/Aftercare Summary in a timely manner, the Buyer may withhold payment of the Provider's invoices until such plan or report is received.
- 4) Progress and Discharge/Aftercare reports will include progress toward meeting independent living goals where applicable.

**C. All IEPs must be submitted on documents which contain all Department of Education approved IEP required elements.**

**D. For children funded under Virginia Medicaid, a copy of the monthly written report submitted to Medicaid must also be submitted to the buyer's case manager and CSA Office within the timeframes stipulated by Medicaid.**

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

- A. The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which involves youth placed by the Buyer. A serious incident includes, among others, abuse or neglect; criminal behavior; death; emergency medical treatment; facility related issues, such as fires, flood, destruction of property; food borne diseases; serious infractions of facility or school rules; physical assault/other serious acts of aggression; sexual misconduct/assault; substance abuse; serious illnesses (such as tuberculosis, meningitis, COVID-19, or other communicable diseases); serious injury (accidental or otherwise); medication errors resulting in serious injury to a client or medication errors indicating a pattern of behavior (such as regular refusals or adverse reactions); suicide attempt; unexplained absences; or other incidents which jeopardize

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

## 9. RECORDS MAINTENANCE:

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



or federal law, or court order. The Buyer, its authorized agents, and/or state and federal auditors shall have full access to and the right to examine any of said materials specific to children served by this Agreement during said period. In the event of a determination that the Provider received funds improperly or did not provide the authorized services or goods for which funds were received, the Provider shall provide the Buyer full restitution of any such funds.

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

#### 10. CONFIDENTIALITY:

- A. Any information obtained by the Provider concerning the child pursuant to this Agreement shall be maintained as confidential. Use and/or disclosure of such information by the Provider shall be limited to purposes directly connected with the Provider's responsibilities for services under this Agreement. If applicable, it is further agreed by both parties, that this information shall be safeguarded in accordance with the provisions of Title 63.2, Sections 102 and 104 of the Code of Virginia (1950), as amended, and any other applicable provisions of State and federal laws and regulations including but not limited to the Individuals with Disabilities Education Act, 20 USCS@1400, et seq. (2002) (IDEA), the Family Education Rights Privacy Act of 1974 and/or Educational Records Management regulations, and the Health Insurance Portability and Accountability Act of 1996, as amended.
- B. The Provider shall comply with the confidentiality provisions of VA. Code Section §2.2-5210. This includes, among others, not photographing the child/youth placed by the Buyer nor permitting media coverage of the child/youth without the written permission of the parent(s) or the legal guardian, as the case may be. It further precludes audiovisual recording of the child/youth as well as prohibits the child's/youth's participation in any research projects without the written permission of the parent(s) or the legal guardian, as the case may be.

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

*w*

#### 12. EMPLOYEES:

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



claims, including any claim of entitlement to employee benefits, imposed or threatened to be imposed solely as a result of the contractual relationship established hereby.

- B. Upon request of the Buyer, the Provider will submit resumes and, if applicable, credential information for certain employees, so long as no Federal or State law is breached as to information protected by confidentiality laws.

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

14. **CONTINUITY OF OPERATIONS:** The provider is required to maintain Continuity of Operations Plan (COOP Plan), in compliance with any and all federal, state, and local requirements, and to make this available upon request to the Buyer. COOP planning information may be found on the Federal Emergency Management Administration website at <https://www.fema.gov/emergency-managers/national-preparedness/continuity/toolkit>.

15. **DISCRIMINATION:** During the performance of this Agreement, the Provider agrees as follows:

- A. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability, or genetic information, except where religion, sex, national origin, or physical and mental ability is a bona fide occupational qualification reasonably necessary to the normal operation of the Provider. The Provider agrees to post in conspicuous places, available to employees or applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Provider, in all solicitations or advertisements for employees placed by or on behalf of the Provider, will state that such Provider is an equal opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Provider shall include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor of the Provider.

16. **RATES:** The Provider is required to have all services and rate information entered and up-to-date in the Service Fee Directory by the beginning of the contract year. Any non-payment to the Buyer because of a provider's negligent failure to enter current services and rates into the Service Fee Directory will result in non-payment to the Provider. The Provider states that the rates for the services described in this Agreement are not more than those set forth in the Service Fee Directory, as defined in [Title §2.2-5214](#) of the Code of Virginia. The Provider will not charge or accept from the Buyer compensation for services which is more than the Provider charges other public governmental buyers for contracted services. The Provider agrees that no child or any

member of the child's family will be charged a fee besides the rate agreed to by the Buyer for the same service, except services specifically excluded. The rates applicable to services provided in accordance with this Agreement appear on the "Rate Sheet" attached to this Agreement. The Buyer may purchase only those services included on the Rate Sheet attached to this Agreement and approved by CPMT. In the event the Provider elects to offer services not included on the Rate Sheet attached hereto, the Provider will submit to the CPMT a request to add the service. Approval from the CPMT shall be secured prior to the offering of the service. Failure to obtain such approval will result in non-payment for such services. The Provider guarantees that any cost incurred pursuant to this Agreement shall not be included or allocated as a cost of any other federal, state, or locally financed program.

17. **INDEMNIFICATION:** Provider shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.
18. **INDEPENDENT CONTRACTOR STATUS.** Provider and the County understand and intend that Provider shall perform the Services specified under this Agreement as an independent contractor and not as an employee of the County. The manner of and means by which the Provider executes and performs its obligations hereunder are to be determined by Provider in its reasonable discretion. Provider is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the County or to bind the County in any manner, unless, in each instance, Provider shall receive the prior written approval of the County to so assume, obligate, or bind the County.
19. **INSURANCE:** The Provider shall at its sole expense obtain and maintain during the term of this Contract the insurance policies listed and required herein, naming Frederick County CPMT as an additional insured, and shall furnish Frederick County CPMT with a certificate of insurance prior to commencing work upon any PO signed pursuant to this Contract. Any required insurance policies must be effective prior to the provision of any services or performance by the Provider under this contract and such policies cannot be cancelled without 30 days written notice to Frederick County CPMT. The following insurance is required:
- A. Commercial general liability insurance, written on an occurrence basis which shall insure against all claims, loss, cost damage, expense or liability from loss of life or damage or injury to person or property arising out of the Provider's performance under this Contract. The minimum limits of liability for this coverage shall be \$1,000,000 combined single limit for any one occurrence.
  - B. Contractual liability broad form insurance shall include the indemnification obligation set forth in this contract.
  - C. Workers' compensation insurance covering Provider's statutory obligations under the laws of the



Commonwealth of Virginia and employer's liability insurance shall be maintained for all its employees engaged in work under this contract. Minimum limits of Liability for employers liability insurance will be \$500,000 for bodily injury by accident each occurrence, \$100,000 bodily injury by disease (policy limit) and \$100,000 Bodily injury by disease (each employee). With respect to Workers' compensation coverage, the Provider's insurance company shall waive rights of subrogation against FC CPMT, its officer, employees, agents, volunteers and representatives.

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

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

## 20. LICENSURE/CERTIFICATION/EVIDENCE BASED PRACTICES:

- A. The Provider represents and warrants that it (i) duly holds all necessary licenses/certifications required by local, state, federal laws and regulations and (ii) will furnish satisfactory proof of such licensure to the Buyer or its Representative prior to execution of this Agreement. In addition, the Provider will provide an updated copy of any applicable licenses/certifications that expire during the term of this contract within 30 days of receipt of the updated license. The Provider covenants that it will maintain its required licensed status with the appropriate governmental authorities and will immediately notify the Buyer's CSA Office at (540) 722-8395 in the event such licensing is suspended, withdrawn or revoked. The Provider agrees that such suspension, revocation or withdrawal shall constitute grounds for the immediate termination of this Agreement. Misrepresentation of possession of such license/certification shall constitute a breach of contract and terminate this Agreement without written notice and without financial obligation on the part of Buyer to pay the Provider's invoices. If the provider's license becomes provisional as defined in [Virginia Administrative Code 12VAC 35-105-50](#), the Provider will notify the Buyer within five (5) business days of the date the Provider is notified by the Commonwealth of the provisional status, regardless of the reason the license was made provisional. Failure to notify the Buyer may result in immediate termination of the contract by the Buyer. The Provider will submit to the Buyer the Corrective Action Plan at the time it is provided to the Commonwealth in accordance with the Virginia Administrative Code [12VAC 35-105-170](#). Failure to do so may be grounds for immediate termination of the contract by the Buyer.
- B. If the Provider promotes any areas of service specialization or provision of Evidence Based Practices, i.e., Certified Sex Offender Treatment Provider (CSOTP), Trauma Focused Cognitive Behavioral Therapy (TF CBT), Eye Movement Desensitization and Reprocessing (EMDR), Multisystemic Therapy (MST) etc., the Provider shall furnish a copy of any such certifications obtained. The Provider shall be responsible for completing any requirements to maintain such certification in good standing and/or provide services to fidelity of the model.
- C. In the event the Provider is found in material non-compliance with the regulations of its licensing authority, the Provider will notify the Buyer's CSA Office at (540) 722-8395.

## 21. GRIEVANCES: In the event that a child under the supervision or authority of the Buyer, or the

child's parent/guardian submits a complaint to the Buyer concerning the Provider, the Provider shall promptly provide all verbal or written information or documents within its control relevant to such complaint to the Buyer upon a request by the Buyer for such information.

**22. PURCHASE OF SERVICE ORDER:**

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

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

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

*wl*



the Buyer or its representative to provide transition from the Provider's services.

## 25. INVOICES:

- A. Each month the Provider shall submit to the CSA Office separate invoices for each child for units of services authorized by the Buyer and actually delivered by the Provider during the preceding month. The Provider shall not mail invoices to the case managers of the Buyer. The Provider shall email all invoices to the Frederick County CSA Office, [Robbin.Lloyd@fcva.us](mailto:Robbin.Lloyd@fcva.us).
- B. All invoices must contain the following information: legal name of the Provider; child/youth name; month service was provided; purchase order number; Buyer's case manager name; the provided service as defined on the Rate Sheet; contract unit price; # of units; and specific service dates.
- C. Providers are not to bill for more services than the maximum monthly number of units on the PO. Should the Provider receive a request from the Buyer's case manager for additional services for that month, the Provider shall immediately notify the CSA Coordinator at (540) 722-8395. Additional services are only authorized by an amendment to the PO.
- D. Provider invoices which are not approved will be returned to the Provider for correction or modification. The Provider promptly shall re-submit a corrected invoice within 14 business days.
- E. The Provider shall not charge the Buyer, and the Buyer shall in no event be responsible for, more than the rate or the maximum number of units authorized by the Buyer and specified on the PO or IEP, where specifically identified. If services are required which are not authorized or which exceed the number of authorized units, or both, the Provider must notify the Buyer immediately and receive written authorization from the CSA Coordinator prior to rendering such services.
- F. The Buyer processes invoice payments twice per month. The Provider must submit invoices with all required elements by the 5<sup>th</sup> of the month in order to be processed during the first check run. Any invoices received between the 5<sup>th</sup> and 15<sup>th</sup> of the month will be processed for the month end check run. Invoices received after the 15<sup>th</sup> of the month may be delayed until the 1<sup>st</sup> check run of the following month.
- G. In those instances where non-Virginia Medicaid medical services are provided to the client, the charges for such services shall be billed separately to a third party. If a client is placed by Frederick County, any outside medical services shall be billed to the parents' insurance or to the parent.
- H. All outside medical services shall be approved prior to the client receiving the services, unless they are of a nature requiring immediate emergency assessment and treatment to prevent life threatening or serious debilitating medical deterioration. In the latter instance, the Provider will follow the reporting requirements set forth in Section 8, Serious Incident Reporting.
- I. The Buyer shall not be obligated to pay for services when the Provider fails to submit invoices within thirty (30) days following the month of the provision of the service. However, in those instances when the Provider seeks payment from an insurance company, or TRICARE, the 30-day requirement is suspended, provided the Provider immediately notifies the Buyer of this contingency. Within thirty (30) days following receipt by the Provider of said insurance or TRICARE payments, the Provider shall be required to submit invoices for balance due, if any.
- J. If the Provider receives Virginia Medicaid payments for services rendered under this Agreement, such payments shall constitute payment in full for those services. The Buyer will accept invoices and pay for services offered by a Medicaid enrolled Provider that are not eligible for Medicaid payment, while a child is awaiting Virginia Department of Medical Assistance Services (DMAS) determination. The Buyer will not accept or pay invoices for Medicaid



eligible services until DMAS makes their determination that those services are no longer reimbursable for a particular child. Upon initial DMAS denial, the Provider must submit appropriate documentation for appeal. The Provider should submit a separate invoice for denied Medicaid eligible services once DMAS makes their final determination upon appeal as to reimbursement for the entire month of service. At that point the service will be processed as a CSA Authorized service, insomuch as all other requirements have been met. A Purchase Order will be generated by the Buyer for those DMAS denied services in addition to the Purchase Order already generated for the services not eligible for Medicaid reimbursement. Payments denied due to the client no longer meeting Medicaid medical criteria, a Provider's failure to provide authorized Medicaid eligible services, to submit required paperwork to DMAS in a timely manner, to utilize a non Medicaid provider when a Medicaid provider is available, or failure/fault by the Provider to meet Medicaid requirements are not eligible for CSA reimbursement.

- K. Notwithstanding the above, CSA will not pay for services rendered during the prior fiscal year (ending June 30) when invoices for such services are received by the CSA office after the second check run in August. Notification of specific dates are sent by June 1 via email. If no notification is provided, invoices must be received by August 15 following the end of the fiscal year.
- L. In no cases shall the CSA office be responsible for payment of services provided outside of funding approval time periods.

26. DENIAL OF FUNDING: Due to the need to ensure that the best interests of the child/youth are met, it is required that when the Provider is notified that Medicaid or other non-CSA funding is to be discontinued, the Provider notify the CSA office and Buyer's case manager by the next business day by telephone and then in writing. Unless notified in writing by the CSA Office to the contrary, the Provider must submit an appeal with any applicable documentation to justify Medicaid/other insurance coverage. Buyer's case manager will assess the situation and may bring the case before the Family Assessment Planning Team (FAPT) to review the IFSP/case service plan. If the appeal is upheld, providers will be paid for the stay, provided that the notification requirement to the CSA office and case managers is met and CPMT authorizes funding.

27. COPAYMENTS: Families of youth who are receiving services and support through the Frederick County Children's Services Act are encouraged to fully participate in the family engagement process adopted by the Frederick County CPMT. In order to maximize the resources of the community, the CPMT, in accordance with the Code of Virginia §2.2-5206, requires parents and legal guardians to contribute financially to the services provided, according to their ability. The Provider agrees to execute the Frederick County Copayment policy where applicable.

28. ALTERNATIVE FUNDING:

- A. Providers are required to use Virginia Medicaid certified or applicable Third Party Payment providers for any and all Medicaid/Third Party Payment reimbursable services for youth who are Medicaid eligible or have private insurance. A list of Providers who have enrolled with Virginia Medicaid is available on the MCO website or at: [www.dmas.virginia.gov](http://www.dmas.virginia.gov), click on the For Members tab and then click to Find a Provider.
- B. The website for Provider enrollment is: [www.dmas.virginia.gov](http://www.dmas.virginia.gov) then click on the tab for For Providers, then Become a Medicaid Provider. If at any time during the registration process you have questions or issues, please contact the Virginia Medicaid Provider Enrollment Helpdesk toll free at 888-829-5373 or email [va.medicaid.providerenrollment@conduent.com](mailto:va.medicaid.providerenrollment@conduent.com).
- C. Providers are responsible for locating individuals credentialed with the youth's



Medicaid/Third Party Payment plan and meeting the requirements of that plan to obtain reimbursement. Use of Non Medicaid/Third Party Payment providers for Medicaid/Third Party Payment reimbursable services by Medicaid/Third Party Payment eligible youth requires prior approval from Frederick County CPMT.

29. BILLING ERRORS:

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

30. DISPUTES: Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which cannot be disposed of by negotiation or agreement can be presented by the Provider to the CPMT. The CPMT or its designee shall be responsible for making the final decision and notifying the Provider in writing of the decision. This provision shall not preclude the Provider from exercising any rights under law for failure of the Buyer to comply with the terms of this Agreement. Any such factual determination by the CPMT or its designee shall not be binding on the Provider in the case of any litigation concerning such issue.

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

32. TERMINATION FOR CAUSE: Except as otherwise provided herein, should any of the terms of this Agreement be breached by one of the parties, the other party shall have the right to terminate its obligations hereunder if the aforesaid breach is not cured within five (5) days after notice of the breach is given to the breaching party. This right of termination hereunder is in addition to, and not in lieu of, any and all other rights which may be afforded to the non-breaching party.

33. NOTICE: Any notice expressly provided for in this Agreement shall be in writing, shall be given manually, by email to [jjury@fcva.us](mailto:jjury@fcva.us), or by mail or overnight delivery service, and shall be deemed sufficiently given when received by the party to be notified. The notice shall be sent to the address set forth below:



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

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

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

34. BINDING AGREEMENT: The terms of this Agreement, attached Addendum(a), any PO issued hereunder, and Rate Sheet:
- shall be enforceable and binding upon and inure to the benefit of the parties hereto;
  - may not be modified or amended except by written agreement signed by the parties; and
  - shall constitute the entire agreement of the parties with respect to its subject matter.

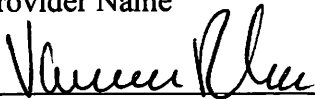
No provision of this Agreement shall be deemed to inure to the benefit of any third party.

35. PERIOD OF CONTRACT: The period of this contract shall be from date of signature through June 30, 2022 with the ability to renew annually by mutual agreement until June 30, 2024. In the event the parties to this Agreement have not reached mutual agreement as to the rates or terms prior to the expiration of this Agreement or annual renewal, this Agreement shall be extended on a month to month basis. The Provider will continue services for the existing placement(s) at the current rates until agreement is reached. The Buyer will continue to pay for services for the child(ren) & youth already placed with the Provider at the current rates until agreement is reached. No new placements will be made with the Provider until agreement to the new rates is reached. No retroactive rate payment will be made by the Buyer. Prior to July 1 of each year, a renewal letter will be sent to current vendors to confirm the Buyer wishes to continue the Agreement. Rate changes are allowed only during the renewal period and must be agreed to and approved by CPMT.

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

Grafton School, Inc.

Provider Name



Provider Authorized Representative

Chief Administrative Officer

Title

CSA Coordinator

Vanessa Lane

Printed Name

07/21/2021

Date

Date

**ADDENDUM A  
SPECIAL EDUCATION AND RELATED SERVICES**

This Addendum A dated July 1, 2021, amends, modifies and supplements that certain Agreement for Purchase of Services (“Agreement”) dated July 1, 2018, between the Frederick County Community Policy and Management Team (“CPMT”), as the case may be, hereinafter referred to as the “Buyer” and Grafton School, Inc. , hereinafter referred to as the “Provider”. Where there exists any inconsistency between the Agreement and Addendum A, the provisions of Addendum A control.

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

**SPECIFIC TERMS AND CONDITIONS**

1. **OBLIGATIONS:** All obligations of the Provider pursuant to the State of Virginia (or Provider’s State) and federal special education laws and regulations are incorporated herein by reference.
2. **PROVIDER STATUS:** The Provider shall maintain its status as a school licensed by Board of Education or an equivalent out-of-state licensing agency and will notify the Buyer promptly in the event such approval is withdrawn, revoked or threatened to be withdrawn or revoked. Such withdrawal or revocation shall immediately terminate this Agreement. In accordance with COV § 2.2-5211, no payment shall be made for private special education services provided by an unlicensed program.
3. **ATTENDANCE:**
  - a. ~~The Provider shall maintain monthly attendance records which shall be submitted to the Frederick County Public Schools (FCPS) Special Instructional Services Department within five (5) days after the end of each calendar month.~~ wl
  - b. If a student has been absent for a period of two (2) or more consecutive school days or for a period of more than four (4) days in any month, the Provider shall investigate the reasons for such absence. The Provider will consult with FCPS regarding pre-approved absences and the method of documenting student attendance.
  - c. The Provider should document the interventions attempted to ensure that the student attends school regularly before referring the case to a school attendance officer.
  - d. After five unexcused school absences, the Provider may consider referring the student for attendance violations if the student is of compulsory attendance age (five to sixteen.)
  - e. In the event the child is absent without authorization for more than five (5) days in a one month period, the Provider must get written authorization from the CSA Coordinator to hold the placement open. The Buyer will discontinue payment for education and other services after the tenth (10th) consecutive school day of the unauthorized absences.
  - f. In the event the child is provided education outside of the classroom, the number of days that the child is in that alternate setting must be reported to the placing agency.
  - g. If a child has an authorized absence, such that the child is unable to participate in his/her special education placement, that placement will be held for the child for no more than fourteen (14) calendar days with written approval of the CSA Coordinator. Longer holds will be negotiated on a case-by-case basis.
4. **ANNUAL REPORTS:** Providers will submit an annual report that includes performance measures and/or outcomes data that is submitted to other regulatory agencies including the Department of Education

and/or outcomes data that is submitted to other regulatory agencies including the Department of Education and accrediting organizations. Such reports shall be submitted to the CSA Office, 107 N Kent St, 2<sup>nd</sup> Floor, Winchester, VA 22601 with all annual contract documents.

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

- a. Proposed draft IEPs shall be submitted to, and received by, FCPS and those parents whose parental rights have not been terminated and/or those who have custodial rights of the youth prior to any scheduled IEP meeting. FCPS reserves the right to recommend only those services/programs considered to offer the student benefit of an education in the least restrictive setting according to the provisions set forth in the Individuals with Disabilities Education Act (IDEA). The representative from FCPS, other FCPS staff and parents, as appropriate, shall have the right to attend any IEP meeting.
- b. The Provider shall provide FCPS with the student's quarterly grades and/or progress report(s) within 30 days of the quarter/semester end date.
- c. A Final Progress Report or Exit Summary on each student covered by this Agreement shall be submitted to FCPS by June 30th of each year during which the services are provided hereunder on forms supplied by FCPS unless parties agree to use Provider forms. If the Final Progress Reports are not received by June 30th of any such year, for any reason, the Buyer reserves the right to impose a three percent (3%) reduction of the total charges billed by the Provider for each late student report.
- d. The Provider shall submit additional reports upon the request of FCPS Special Instructional Services Department. Additional reports may include, but are not limited to: written reports of any serious incident involving the student; evaluations (psychological, educational, related services); social, emotional, or behavioral progress reports.
- e. The Provider shall submit written serious incident reports within two business days of knowledge of the incident. All other reports listed above must be submitted within 10 business days. The Provider agrees to provide timely responses to inquiries made by FCPS and to apprise FCPS of all material information concerning the student covered by this Agreement, including, without limitation, any change in the residence address of the student's parents or legal guardian.

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

7. **GRADUATION REQUIREMENTS:**

- a. The Provider shall supply each student, grades 9 through 12, with a minimum of one-hundred and forty (140) hours of instruction in accordance with the course descriptions set forth in the syllabi provided pursuant to Section 6 of this Addendum (or the FCPS standard course designated where no syllabus has been provided) in order to award one credit for each course successfully completed towards the FCPS high school graduation requirements.
- b. The Provider must notify FCPS Special Instructional Services Department immediately (and prior to the commencement of instruction) if any of the instruction provided to a student will not comply with the course descriptions or satisfy graduation requirements.
- c. Grades should be submitted quarterly to FCPS Special Instructional Services Department and



- d. All final grades and credits earned shall be reported no later than thirty (30) days after the last day of the school year and must be received by the FCPS Special Instructional Services Department before final payment will be made. All final grades and transcripts for graduating students must be reported by June 1st of the graduation year.
8. INDIVIDUALIZED EDUCATION PROGRAM (IEP): The IEP team shall consist of the Local Education Agency (LEA), parents, those who have custodial rights or surrogate parents and the provider's school staff. Any member of the IEP team may request an IEP meeting if such member entertains concerns that the instruction or program provided needs to be reviewed. In the event that the instruction or program provided to any or all of the students concerned by the terms of this Agreement is inappropriate for such student(s), the Provider shall promptly notify the FCPS Special Instructional Services Department. If advisable, the FCPS Special Instructional Services Department may arrange an IEP meeting to consider modifications to the IEP.
9. ONE-TO-ONE EDUCATIONAL SUPPORT: One-to-one educational support is to assist youth in the classroom setting to meet their educational goals. One-to-one educational support can be provided to comply with the IEP goals. Prior approval from the Buyer is required prior to initiation of one-to-one educational support.
10. PAYMENTS: In the event that a student is placed with the Provider for a period which is less than the full school year, the amount to be paid shall be prorated on the basis of the number of school days the student actually received educational services from the Provider compared with the total number of school days in the school year.
11. WITHDRAWAL: In order to provide a successful transition to an appropriate alternate or step-down program, a detailed transition plan will need to be developed. To develop this plan, FCPS staff, the parent, case managers, the student, and others as appropriate shall meet and discuss, prior to any change occurring.
12. appropriate receiving program, any anticipated change in the student's placement needs to be discussed with the Provider, the FCPS Special Instructional Services Department, any other interested agency case manager, the parents or legal guardian and the student, if appropriate.
13. NOTICE:
- Notices required of the Provider to be sent pursuant to this Addendum A shall be sent for FCPS referred students to: Frederick County Public Schools, Special Instructional Services Department, 1415 Amherst Street, Winchester, VA 22601
  - Notices required of the Provider to be sent pursuant to this Addendum A shall be sent for FCPS referred students to: CSA Office, 107 N Kent St, 2<sup>nd</sup> Floor, Winchester, VA 22601
  - Any party by written notice to the other, given in the manner prescribed above, may change its address for receiving notice.
14. RATE NEGOTIATION: The rate negotiated between the Buyer and the Provider shall not exceed that stated in the Service Fee Directory. The negotiated rate is set forth on the Rate Sheet attached hereto and made a part hereof.
- To the extent that any charges are billed to the Buyer on a ~~per day~~<sup>per session</sup>, per session or per treatment basis, the Buyer shall have no obligation to pay amounts charged for days, sessions or treatments that a student does not actually receive for any reason, including, without limitation, absence or illness. The Provider agrees that its submission to the Buyer of any invoice on which charges are billed on a ~~per day~~<sup>per session</sup>, per session or per treatment basis constitutes its certification that all services for which payment is requested thereby have been provided to the FCPS student identified therein.
  - Any amounts paid by the Buyer pursuant to this Agreement which are subsequently determined

to be inappropriate for any reason, including without limitation, those services not actually provided, may be offset against any other amounts to be paid to the Provider by the Buyer.

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

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

Grafton School, Inc.  
\_\_\_\_\_

Provider Name

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

Chief Administrative Officer  
\_\_\_\_\_  
Title

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

Vanessa Lane  
\_\_\_\_\_  
Printed Name

07/21/2021  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ADDENDUM D  
CONGREGATE CARE SERVICES AGREEMENT**

This Addendum D dated July 1, 2021, amends, modifies and supplements that certain Agreement for Purchase of Services ("Agreement") dated, July 1, 2018 between the Frederick County Community Policy and Management Team ("CPMT"), hereinafter referred to as the "Buyer" and Grafton School, Inc. , hereinafter referred to as the "Provider". Where there exists any inconsistency between the Agreement and Addendum D the provisions of Addendum D will control.

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

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

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

**1. ROOM & BOARD:**

- A. Payment to cover the cost of (and the cost of providing) food, clothing, shelter, daily supervision, school supplies, personal incidentals, liability insurance with respect to a youth, clothing, and costs related to administration and operation of a facility necessary to provide the items in this sentence.
  - 1) Food: Costs associated with providing food for the youth (net of USDA revenues), costs may include:
    - a) The food itself
    - b) Meal preparation, operation and maintenance of the kitchen facility
    - c) Dietary supplies
    - d) Salaries and fringe benefits associated with staff involved in food preparation and assuring appropriate dietary/nutritional standards are met
  - 2) Shelter: Costs associated with providing and maintaining living quarters for the youth, costs may include:
    - a) Cost of a lease or rental agreement
    - b) Utilities, furniture and equipment
    - c) Costs of housekeeping, linen and bedding
    - d) Maintenance of the building and grounds
    - e) Routine recreation
    - f) Insurance related to the living quarters
    - g) Taxes related to the shelter of the youth
    - h) Costs may not include construction costs, but may include depreciation of capital assets, interest, and property taxes
  - 3) ~~Clothing: Costs associated with providing and maintaining the clothing for the youth. These costs may include: Costs of the clothing itself, laundry and dry cleaning.~~ *ul*
  - 4) Daily supervision (normal supervision duties): Costs associated with normal 24-hour supervision of the youth. Costs may include:
    - a) The salaries and fringe benefits of staff (including house parents) involved in supervising the youth



- b) Recreation supervision
  - 5) School supplies: Costs associated with books, materials, and supplies necessary for a youth's education.
  - 6) Personal incidentals: Incidental costs associated with the personal care of a youth such as: items related to personal hygiene; cosmetics; over-the-counter medications and special dietary foods; infant and toddler supplies, including high chairs and diapers; and fees related to activities.
  - 7) Liability insurance with respect to the youth: Insurance costs directly related to a youth, above normal home insurance, to cover damages and harm by the youth to property or another person. This cost is included in the room and board rate for applicable homes. The State's Foster Parent Contingency Fund can be used as available with VDSS approval to reimburse foster parents for damages incurred by a foster care youth. These funds are very limited.
  - B. The breakdown for the Maintenance should be in accordance with the [Virginia Department of Social Services Child and Family Services Manual, Section 18.1](#). The Provider will be responsible for maintaining documentation that ensures that these breakdowns are adhered to.
  - C. The Provider shall provide each youth with sufficient space, safe board, sanitary conditions, and the level of supervision necessary to comply with the residential service description in the State Service Fee Directory. Special dietary needs shall be assessed and provided on an individual basis.
  - D. The rates for services will be paid on the first day services are provided to the placed youth. The rates for services will not be paid for the day of discharge from the services of the Provider.
  - E. In the event the youth leaves the facility without authorization, for more than four (4) consecutive calendar days the Provider must get written authorization from the CSA Coordinator to continue to bill for the placement. In any event, the Buyer will discontinue payment for room and board and other services as of the fourteenth (14) day of the unauthorized absence.
  - F. If a youth placed in a congregate care setting is authorized for a service in an acute care setting, the bed in the group home may be held for the youth for more than four (4) days with written authorization of the CSA Coordinator. Bed holds longer than fourteen (14) days will be negotiated on a case by case basis and must be authorized by the CPMT.
  - G. If a youth moves to a new address or is relocated from his current place of residence for any reason, the Provider shall notify the Buyer's representative prior to such transfer or relocation. If the transfer or relocation is due to an emergency, the provider shall notify the Buyer's representative as soon as the emergency ends.
  - H. If a youth experiences anything significant such as a change in therapist, case worker or unit the Provider shall notify the Buyer's representative prior to such change but no later than within 48 hours after the change is identified.
2. **ADDITIONAL DAILY SUPERVISION:** Title IV-E allowable costs of salaries and fringe benefits of staff (including house parents where applicable) associated with 24-hour supervision of the youth beyond that which is normally required of a youth, or supervision needed for certain youth including those with physical or emotional disabilities. The youth's needs must be documented and must be billed as separate line item and clearly identifiable separate from Therapeutic Behavioral Services.
  3. **THERAPEUTIC BEHAVIORAL SERVICES:** Therapeutic services rendered in a group home setting that provide structure for daily activities, psycho-education, therapeutic supervision and activities, and mental health care to ensure the attainment of therapeutic mental health goals as identified in the treatment plan.
  4. **MEDICAL/NURSING SERVICES:** Overall medical treatment of the youth is coordinated by the nursing staff or other medically trained staff. Such staff shall provide the scheduling, coordinating, monitoring of, and transportation to, medical treatments, physical examinations, and dental checks. In addition, trained staff shall coordinate and monitor the administration of medications and provide first aid to injured youth. The nursing staff or trained staff person shall conduct regularly scheduled meetings with each youth for the purpose of monitoring the onset of symptoms and reviewing nutritional, hygienic and other regimens which may affect physical health. The services shall be supervised by a



medical doctor.

5. CASE MANAGEMENT: Development, implementation and monitoring of the plan of care, to include ongoing evaluation of its effectiveness, as well as discharge planning.
6. COUNSELING/THERAPY:
  - A. INDIVIDUAL COUNSELING/THERAPY: Individual counseling/therapy shall be provided in accordance with the youth's IFSP by a licensed clinician or license-eligible clinician under supervision. The frequency of such counseling/therapy shall be determined on a youth-specific basis and shall be approved by the Buyer's case manager prior to its initiation.
  - B. GROUP COUNSELING/ THERAPY: Group counseling/therapy shall be provided in accordance with the youth's IFSP by a licensed clinician or license-eligible clinician under supervision. The frequency of such counseling/therapy shall be determined on a youth-specific basis and shall be approved by the Buyer's case manager prior to its initiation.
  - C. FAMILY COUNSELING/ THERAPY: ~~Family counseling/therapy shall be provided in accordance with the youth's IFSP by a licensed clinician or license-eligible clinician under supervision and shall occur face-to-face according to FAPT recommendation, but no less than two (2) times per month.~~ The family counseling/therapy shall incorporate family members as appropriate. Counseling with family is to include techniques that will assist the family in the return of the youth to the family, when appropriate. The frequency of such counseling/therapy shall be determined on a youth-specific basis and shall be approved by the Buyer's case manager prior to its initiation. uel
7. FAMILY VISITATION: Ongoing contact, therapy, and visitation are a critical component of an individual's clinical services and basic human rights. The Provider shall plan and schedule regular and ongoing visits for the youth with the family, relatives and/or others (e.g. foster parents, adoptive parents, and fictive kin) in accordance with the youth's treatment plan and IFSP.
  - A. Family visitation shall not be withheld as a behavioral consequence.
  - B. Any reduction or change in visitation must have clinical justification and the approval of the Buyer's case manager prior to the reduction or change.
8. SOCIALIZATION/RECREATION: Youth shall have regular, scheduled opportunities for socialization and recreation through individual and group activities designed to enhance learning, provide cultural enrichment, foster reintegration into the community, enhance leadership skills and improve self-esteem. Goals to accomplish these specific outcomes will be identified in Individual Recreation Plans (IRPs) developed and documented by the Provider and the Buyer's case manager for each youth. The activities shall be designed to provide fun and pleasure and may include, but are not limited to, outdoor athletics, field trips, games, camping and crafts.
9. EDUCATIONAL SERVICES: Services that are provided to meet the educational needs of the youth as required by the educational requirements of the Virginia Code. Such services may include public school integration, on-site residential schooling, community-based vocational training, vocational training, alternative education, or special education.
10. EMERGENCY SERVICES: Emergency services are programs and supports that are available twenty-four (24) hours/day, 365 days/year that can be accessed immediately and may include crisis stabilization, pre-screening for mental health commitments and emergency mental health assessments. Such services shall be time-limited, supportive, and clear as to purpose and goals. For certain Providers, emergency shelter may be purchased during the 72 hour emergency custody provision of the law as outlined in the Virginia State Social Services Manual. Provision of such service shall be provided on a temporary/emergency basis, up to thirty (30) days and shall include but is not limited to, room and board.



11. **TRANSPORTATION:** All transportation to activities within the scope of the service plan is provided. Transportation includes to and from court appearances, community activities, school trips, recreation/leisure time activities, and other activities necessary in providing for the youth's health, emotional and recreational needs. Vehicles will be equipped with a first aid kit, a road safety kit, and seat belts at all times while youth are being transported. Maintenance checks will be performed on vehicles at regular intervals to ensure the safety of youth while being transported. The drivers shall be subject to a Department of Motor Vehicles check and all driving licensure requirements.
12. **ONE-TO-ONE CARE:** One-to-one care is provided to youth whose medical, behavioral or emotional condition necessitates close supervision and monitoring which cannot be provided through the regular staff-to-youth ratios. This supervision shall be designed to provide safety and support through acute periods. One to one care is a VA Medicaid reimbursable service. The Provider shall bill Medicaid, TriCare, as the case may be, or other third party insurer for reimbursement. Youth covered by third party payors that do not include one-to-one services shall be assessed for eligibility by FAPT using VA Medicaid requirements. One-to-one care shall be provided only after approval by CPMT. It shall be limited to the number of hours approved by the Buyer's case manager, CSA Coordinator, and CPMT. One-on-one care is not to be charged to the Buyer during the sleeping hours of the youth, unless otherwise authorized by the Buyer.
13. **SUBSTANCE ABUSE/ADDICTION:** Frederick County has adopted the American Society of Addiction Medicine as best practices in the treatment of substance use disorders. Substance Use Services are provided to assist youth and their families with recovery from substance abuse/addiction. Treatment of the actively substance- addicted population shall incorporate a structured program that addresses the addiction and the associated developmental, family, peer and relationship issues. Treatment shall incorporate education, individual and group therapy dealing with abuse/addiction and concomitant problem areas with a strong emphasis on family therapy and the twelve step programs for the development of coping and living skills to prevent relapse. Treatment shall also incorporate the provision of continuing care or referral to appropriate facilities for continuing care services. Treatment shall be provided by an individual who holds a certification or license in substance abuse treatment or individual supervised by an approved substance abuse clinical supervisor unless an exception is made by FAPT. Providers of Substance Abuse treatment services shall follow ASAM criteria in determining the needs of the client and level of care necessary for treatment.
14. **PROBLEMATIC SEXUAL BEHAVIOR/SEXUAL TRAUMA:** Services are provided to assist youth who have demonstrated problematic sexual behavior or who have experienced sexual abuse. The program shall be designed to provide a professional evaluation and treatment by a licensed provider with specialized training and relevant expertise. Services shall be provided by a Certified Sex Offender Treatment Provider (CSOTP) or licensed clinician under supervision of an approved CSOTP.
15. **OTHER SPECIALIZED TREATMENT/THERAPY/COUNSELING:** Federal and state child serving agencies have endorsed the use of Evidence Based Practices (EBP) to improve outcomes with youth and families. These EBPs have been systematically reviewed for efficacy and are rated based on specific criteria in four categories: well-supported, supported, promising, and does not currently meet criteria. Providers who offer EBPs shall provide documentation of training and/or certification and must adhere to expectations and requirements of the EBP and those set forth by the Commonwealth of Virginia.
16. **INDEPENDENT LIVING SKILLS TRAINING AND SERVICES:**
  - A. The Provider should provide or ensure training to youth ages 14 and older to help the youth gain life skills and transition successfully from foster care. The living skills training services are direct activities toward specific goals in accordance with the transition living plan. The training and services should include activities that fit into the domains of the Casey Life Skills Assessments

including daily living, self-care, housing and money management, career and education planning, permanency and other domains.

- B. The Provider shall work collaboratively with the Buyer in providing independent living services mandated under the Foster Care Independence Act of 1999.
- C. Progress on independent living goals should be included in the quarterly reports.
- D. The Provider will complete a Casey Life Skills Assessment for any youth ages 14 and older in their program within 30 days of placement or within 30 days of a youth turning 14 that is currently placed. If the youth has a current Casey Life Skills Assessment, this document shall be provided to the Provider.
  - 1) The Casey Life Skills Assessments must be updated at least yearly. The youth may complete the plan on their own or it can be a collaborative effort with the youth and the Provider.
  - 2) The Casey Life Skills Assessment can be found at <http://lifskills.casey.org/>.
  - 3) Once completed the Provider should submit a copy to the Buyer's case manager within 10 days.
- E. A transition living plan must be completed by the Provider within 30 days of completion of the Casey Life Skills Assessment.
  - 1) The transition living plan should be a collaborative effort with the youth and all treatment providers, including the Buyer's case manager. The transition living plan may be completed during a family team meeting, treatment meeting, and/or other team based planning meeting.
  - 2) A sample transition living plan can be received from the Buyer upon request. In the event the Provider already has a transition living plan template this plan must be approved by the Buyer's case manager prior to use.
  - 3) The transition living plan shall be updated at least yearly or modified, as needed, such as when the youth achieves the goals before the end of the year. Updates are done in collaboration with the Buyer's case manager, the youth, the youth's family, the provider, and any other members of the youth/family's team. Any significant changes proposed to the service/treatment plan will reflect the consensus of the youth, family and team. An updated plan should be submitted to the Buyer's case manager within 10 days of the decision to make changes.
  - 4) The Buyer's case manager serves as the point of contact for the team-based planning process and is responsible for decisions about services rendered in a manner consistent with the FAPT authorization and team-based planning process.
- F. The provider must complete a 90-day Transition Living Plan on a youth 90 days before the youth turns 18, 19, 20 and 21.
  - 1) The 90-day Transition Living Plan should be a collaborative effort with the youth and all treatment providers, including the Buyer's case manager. The transition plan may be completed during a family team meeting, treatment meeting, and/or other team based planning meeting.
  - 2) A sample 90-day Transition Living Plan can be received from the Buyer's case manager upon request. In the event the Provider already has a transition living plan template this plan must be approved by the Buyer's case manager prior to use. The 90-day transition living plan must be updated at least yearly. Once completed the Provider should submit a copy to Buyer's case manager within 90 days before the youth turns 18, 19, 20 and 21.

17. **DIAGNOSTIC/OTHER SERVICES:** Additional diagnostic services may be requested by the Buyer from the Provider in addition to those psychological, educational, medical and other diagnostic evaluations provided by the Buyer at the time of admission of the youth. The Provider may recommend approval of additional services from the Buyer's case manager. Any additional services must be requested through the FAPT/CPMT approval process for authorization of funding.

18. **MENTORING:** Mentoring is forming a trusting relationship with a youth through positive engagement and serving as a role model for healthy emotional development and responsible actions. It may include providing socialization activities that will reduce feelings of isolation and increase social skills; introducing new interests, talents, activities and opportunities to a youth; and providing encouragement and support for academic achievement and staying in school.

19. **APPEARANCES:** It is understood that in the course of the provision of services the Provider's staff may be called upon by the Buyer's case manager to appear for court hearings, Family Partnership Meetings, and FAPT meetings. Information to be provided at such hearings or meetings may include assessments, evaluations, recommended services, the services provided, and the progress resulting from the service interventions. The Buyer will make every attempt to notify the Provider well in advance of the Provider's requirement to appear at the court hearings and meetings. When possible, subpoenas will be provided for court.
20. **ACCESS TO FACILITY:** In addition to the language in Section 5A of the Agreement for Purchase of Services the Provider will at all times provide the Buyer access to the child's living areas/residence/bedroom. At the Provider's request the Buyer's agents will sign a notice of confidentiality if there are Provider concerns about confidentiality of roommates or other youth in the facility.

## **II. TREATMENT PLANNING AND REPORTING:**

1. **INITIAL ASSESSMENT:**
  - A. The Provider will complete and submit a written initial assessment within thirty (30) days of service initiation.
  - B. The initial assessment shall include the following:
    - 1) Current or Preliminary DSM diagnoses for youth
    - 2) Youth strengths and needs
    - 3) Youth functioning in major life domains (e.g., school, home, community, legal)
    - 4) Current family structure and functioning - strengths and needs
    - 5) Other current treatment/services including medication management
    - 6) Summary of service and treatment history
    - 7) Behaviors to be addressed - focus of intervention
2. **SERVICE/TREATMENT PLAN:**
  - A. The Provider will complete and submit an initial service/treatment plan based on the initial assessment describing the services to be provided to each youth and the youth's family in accordance with that youth's Individualized Family Service Plan (IFSP) within thirty (30) days of services being initiated.
  - B. The service/treatment plan shall be modified, as needed, in collaboration with the Buyer's case manager, the youth, the youth's family, the provider, and any other members of the youth/family's team. Any significant changes proposed to the service/treatment plan will reflect the consensus of the youth, family and team.
  - C. The service/treatment plan shall include the following:
    - 1) Short and long term goals that are youth, family and behavior-specific with measurable objectives and performance timeframes
    - 2) Crisis safety plan to include provisions during the workday as well as after hours and emergency telephone contact numbers
    - 3) Estimated # of contact hours and frequency of contacts per week
    - 4) Discharge plan
    - 5) Plan signed by provider, Buyer's case manager, youth, youth's family member
3. **TREATMENT REVIEW MEETINGS:** The legal guardian and the Buyer's case manager shall be invited to all scheduled/emergency treatment team meetings. For youth in the custody of the DFS, the youth/youth's family shall be invited when deemed appropriate by the Buyer's case manager.
4. **MONTHLY PROGRESS REPORTING:**
  - A. ~~The Provider will complete and submit a monthly report within ten (10) business days of the end of~~



the reporting period.

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

5. DISCHARGE/AFTERCARE REPORT:

- A. ~~The Provider will complete and submit a discharge/aftercare report within ten (10) business days of the discharge/end of service.~~
- B. Discharge reports shall be submitted to the Buyer's case manager. Electronic submission via a secure email transmission is strongly encouraged.
- C. The discharge/aftercare report submitted on Provider's letterhead shall include the following:
  - 1) Provider's legal name, email, and phone number
  - 2) Summary of progress on goals
  - 3) DSM diagnoses and medications at time of discharge
  - 4) Description of functioning in major life domains at end of service (e.g., school, home, community, legal)
  - 5) Written recommendations provided to the parent/caregiver for after-care upon discharge that will foster the youth's continued recovery and stability. Written recommendations will build upon treatment objectives, strengths, successes, natural supports and other resources as well as referencing appointments with after-care providers.

**III. REIMBURSEMENT FOR SERVICES:**

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

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

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

Virginia Medicaid Provider Enrollment Helpdesk  
1-888-829-5373 (in state toll-free) 1-804-270-5105 local

Fax: 1-888-335-8476 or 1-804-270-7027

Email: VA.Medicaid.ProviderEnrollment@conduent.com

<https://www.virginiamedicaid.dmas.virginia.gov/wps/portal/ProviderResources>

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

<http://www.magellanofvirginia.com/for-providers-va.aspx>

or by contacting Magellan at 1-800-424-4536

A. The Provider shall be responsible for:

- 1) Ensuring all Medicaid documentation is received prior to admission, including any IACCT documentation. If the youth is admitted prior to the completion of the IACCT, the provider must confirm the submission of IACCT under "Special Considerations" and complete the CON within the timeframes required by Magellan of Virginia for retroactive coverage.
- 2) Completing and forwarding the Medicaid pre-authorization materials, including the Initial Review form, for each Medicaid eligible youth to the DMAS contractor within two business days after admission or after receipt of information from the Buyer.
- 3) Notifying the Buyer when a youth is authorized for Medicaid reimbursement. Such notice is required through secure email at [jjury@fcva.us](mailto:jjury@fcva.us) within two business days after the Provider receives notice from DMAS that the youth is approved or denied.
- 4) Developing the Individualized Service Plan for the youth within thirty (30) days of authorization for Medicaid reimbursement, and reviewing every thirty (30) days.
- 5) Completing the continued stay criteria and submitting it to the DMAS contractor prior to expiration of the authorization period.
- 6) Preparing and implementing DMAS billing.
- 7) Ensuring that its physicians and other professionals serving the Buyer's referred clients are also enrolled in Medicaid and providing the Buyer with the Medicaid number of those individuals on staff or under subcontract who provide services to the Buyer's clients.
- 8) Billing DMAS for other Medicaid covered services, e.g. therapy, pharmacy.
- 9) Invoicing the CPMT for the non-Medicaid eligible services according to Section 25 of the Agreement for Purchase of Services.
- 10) Notifying the Buyer when the youth no longer meets the Medicaid reimbursement criteria and DMAS no longer authorizes payment for the youth. Such notice is required by secure email at [jjury@fcva.us](mailto:jjury@fcva.us) within two business days after the Provider receives notice from DMAS that it will no longer make payment.

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

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

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

D. The Independent Assessment, Certification and Coordination Team is responsible for providing the



Certificate of Need that indicates necessity of placement and CANS to assist the Provider with submission of documentation within the time frames required by Medicaid. Youth who are placed through IACCT "Special Considerations" require the Provider to complete the CON within specified time frames. Providers should contact the CSA Coordinator at (540)722-8395 or through secure email at [jjury@fcva.us](mailto:jjury@fcva.us) to request the above information.

3. PLACEMENT OUTSIDE OF VIRGINIA

- A. CPMT requests that out of state facilities consider entering into a Single Case Agreement (SCA) with Magellan of Virginia to accept VA Medicaid reimbursement for VA Medicaid eligible youth. More information can be obtained through the CSA office by contacting the CSA Coordinator, Jackie Jury, at [jjury@fcva.us](mailto:jjury@fcva.us) or 540-722-8395.
- B. VA Medicaid offers coverage for emergency treatment outside the Commonwealth of Virginia. In the case of an emergency, the Provider shall transport the youth to the emergency room for treatment and provide the youth's VA Medicaid number for billing.

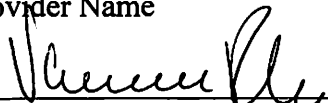
**IV. INVOICING:**

- 1. The Provider will submit invoices in accordance with section 25 of the APOS and section IV of this Addendum D within ten (10) business days of the end of the month. The Buyer reserves the right to reject any invoices with incomplete data elements. Time frames for payment begin when the invoice contains all required elements.
  - A. The invoice shall include the following:
    - 1) Provider's legal name, email, and phone number
    - 2) Separate invoice for each youth
    - 3) Youth's name
    - 4) Month service was provided
    - 5) Purchase order number
    - 6) Buyer's case manager name
    - 7) Services delivered as defined on the rate sheet
    - 8) Contract unit price
    - 9) # of units
    - 10) Dates of service
    - 11) Copy of Monthly Progress Update for month of service being billed
  - B. TITLE IV-E: The CPMT requires that all allowable costs for foster care youth must be structured in accordance with all Federal and State regulations to allow the Buyer to seek appropriate reimbursement for those services via Title IV-E of the Social Security Act.

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

Grafton School, Inc.

Provider Name



Provider Authorized Representative

Chief Administrative Officer

Title

CSA Coordinator

Vanessa Lane

Printed Name

07/21/2021

Date

Date

## AMENDMENT

This Amendment (this "Amendment") is entered into between the Frederick County Community Policy and Management Team ("Buyer") and Grafton School, Inc. ("Provider") effective as of July 1, 2021 (the "Effective Date").

### W I T N E S S E T H

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

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

#### **Subcontractors**

Section 11 of the Agreement has been amended <sup>to add</sup> and the following ~~has been added~~:

Provider shall ensure all subcontractors are accountable to the same standards as required of provider employees. This includes, but is not limited to:

1. Insuring appropriate licensure for type of service performing
2. Appropriate background check as required by state and federal law
3. Appropriate trainings as required by state and federal law

Subcontractors shall be subject to all of the provisions, requirement and conditions of this Agreement and any PSO signed pursuant to this Agreement. It is provider's responsibility to ensure compliance and maintain documentation of said compliance. Provider shall make such documentation available to Buyer upon request.

#### **Provider Termination of Purchase of Service Order**

Section 24 of the Agreement has been amended <sup>to add</sup> and the following ~~has been added~~:

Services may be terminated early so long as the partner or legal guardian, as the case may be; the Buyer or its representative, and the Provider agree to such termination and as long as such agreement is not unreasonably withheld.

#### **Addendum A Special Education and Related Services**

##### **Attendance**

Section 3 (a) of the Agreement has been deleted and the following has been added:

The Provider shall maintain monthly attendance records which shall be submitted to the Frederick County Public School (FCPS) Special Instructional Services Department within fourteen (14) days after the end of each calendar month.



**Rate Negotiation**

Section 14 of the Agreement has been amended.

**Addendum D Congregate Care Services Agreement**

**Room & Board**

Section 1 (3) of the Agreement has been deleted.

**Counseling/Therapy**

Section 6 (C) of the Agreement has been amended <sup>to add</sup> and the following ~~has been added~~:

Family counseling/therapy shall be provided in accordance with the youth's IFSP by a licensed clinician or license-eligible clinician under supervision and shall occur face-to-face according to FAPT recommendation, but no less than one (1) times per month.

**Treatment Planning and Reporting**

**Monthly Progress Reporting**

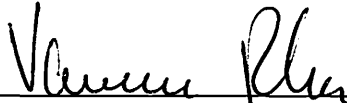
Section 4 (A) of the Agreement has been deleted and the following has been added:

The Provider will complete and submit a monthly report within fourteen (14) business days of the end of the reporting period.

Section 5 (A) of the Agreement has been deleted and the following has been added:

The Provider will complete and submit a discharge/aftercare report within thirty (30) business days of the discharge/end of service.

Authorized signatures of the Buyer and Provider.

  
\_\_\_\_\_  
Authorized Representative of Grafton School, Inc.  
Title: Chief Administrative Officer  
Date: 07/21/2021

\_\_\_\_\_  
Authorized Representative of the Frederick County CPMT  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# Guidance for Local Children's Services Act (CSA) Programs on the Virginia Department of Social Services (VDSS) Implementation of In-Home Services and the Family First Prevention Services Act (FFPSA)

Effective July 1, 2021

## I. Introduction and Purpose

The document guides Community Policy and Management Teams (CPMTs), Family Assessment and Planning Teams (FAPTs), and CSA Coordinators, working with local departments of social services (LDSS), in implementing the new VDSS foster care prevention practice model (referred to as "In-Home Services.")

As a part of In-Home Services, DSS is implementing the federal Family First Prevention Services Act (referred to in this document as FFPSA or "Family First"). FFPSA allows utilization of title IV-E funds to support specific evidence-based services to prevent foster care placement, creating a new funding stream for these services to families through the new In-Home model.

Implementation of the prevention In-Home model and Family First are interrelated. Both focus on the prevention of foster care placement. Consequently, the new In-Home model incorporates Family First requirements for accessing title IV-E funding for prevention services.

This guidance deals specifically with eligibility for title IV-E prevention services, not eligibility for title IV-E foster care. Eligibility for title IV-E prevention services under FFPSA **is not** based on the family's income, deprivation factors, or court documentation as needed for title IV-E foster care eligibility. Neither the implementation of Family First or the In-Home model changes the eligibility requirements for the title IV-E foster care or the process of how that eligibility is determined.

However, Family First does place new requirements on using title IV-E funds for youth in foster care in congregate care placements. Separate guidance for CSA Coordinators and local teams using "Qualified Residential Treatment Programs" (QRTPs) is available.

### A. What is the Family First Prevention Services Act (FFPSA)?

The FFPSA is comprehensive federal legislation intended to support evidence-based prevention services to families whose children are otherwise likely to be placed in foster care. By bolstering the provision of community and evidence-based interventions, the expectation is that fewer children enter foster care. Family First allows the use of title IV-E funds, which are 50% federal and 50% state, to achieve this goal.

FFPSA may fund only certain evidence-based practices in mental health, substance use disorders and in-home parenting skills. The federal government has established a

clearinghouse which lists and provides information about evidence-based services that utilize title IV-E funds through the FFPSA. States must also notify the federal government which services they plan to implement through a title IV-E prevention plan. The VDSS Prevention Plan includes Multi-Systemic Therapy (MST), Functional Family Therapy (FFT), and Parent-Child Interaction Therapy (PCIT). These are the only prevention services funded by title IV-E when FFPSA is implemented in Virginia on July 1, 2021.

For more information on the overall implementation of FFPSA in Virginia, please see

<https://familyfirstvirginia.com/>

## II. Overview and Components of the VDSS In-Home Model

### ***A. Why is an In-Home Model being Implemented?***

The VDSS federal Child and Family Services Review (CFSR) noted areas needing improvement in local DSS practice, particularly the lack of service provision to families who had identified needs. The primary reason identified by a survey of local DSS staff was difficulty in engaging families in the receipt of services.

To address the weaknesses identified in the CFSR, VDSS developed a Program Improvement Plan (PIP) with input from local and state DSS and community partners. As family engagement was determined to be an issue, efforts to develop a more family-focused solution resulted in the reorganization and implementation of the new In-Home model.

### ***B. Eligibility for Foster Care Prevention Services***

All (formerly called) LDSS Child Protective Services (CPS) Ongoing and Foster Care Prevention cases are served through the In-Home model. The local DSS opens cases based on a high or very high classification on the Structured Decision Making (SDM) Risk Assessment. The In-Home model also includes "court cases" (e.g., a Child in Need of Services for whom the court has ordered LDSS to provide foster care prevention services).

These children and families are determined to be eligible for foster care prevention services by completing the title IV-E Candidacy Form, which documents the decision that the child is a "Candidate for Foster Care."

*A "Candidate for Foster Care" is defined as a child identified in a prevention plan as being at imminent risk of entering foster care but who can remain safely in the child's home or in a kinship placement as long as services or programs that are necessary to prevent the entry of the child into foster care are provided. The term 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 of Foster Care" is defined in Virginia "as a child and family's circumstances demand that a defined case plan is put into place within 30 days that identifies interventions, services and /or supports and absent these interventions, services and/or supports, foster care placement is the planned arrangement for the child."*

Note: These definitions are on the [DSS Family First website](#)

The LDSS Family Services Specialist (FSS) completes the "Candidate for Foster Care" Form.

Children and their families who meet these foster care prevention criteria established by VDSS are eligible for CSA and sum sufficient services under CSA (COV §§ 63.2-905, 2.2-5211.B3., 2.2-5211.C., and 2.2-5212.4.). It is important to note that these children and families (CPS Ongoing or Foster Care Prevention) are already eligible for CSA services under the eligibility categories in the cited statutes.

The designation as a "Candidate for Foster Care" makes the child and family eligible for foster care prevention, no matter whether any specific funding source, including CSA, is accessed. However, this designation assures a child and family's eligibility for any of the evidence-based services offered in Virginia through FFPSA beginning July 1, 2021. As noted earlier, these three services are Multi-Systemic Therapy (MST), Family Functional Therapy (FFT), and Parent-Child Interaction Therapy (PCIT). Additional services are likely to be added to this list in the coming years.

### **C. Service Provision**

#### **1. What is Multi-Systemic Therapy?**

Multi-systemic 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, family, school, peers, and community. Intervention strategies are individualized to address the identified drivers of behavior. More information about MST is found at: <https://www.mstservices.com/>.

#### **2. What is Functional Family Therapy (FFT)?**

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 youth referred for behavioral or emotional problems. Family discord is also a target. More information about FFT is found at: <https://www.fftllc.com/>.

### 3. *What is Parent-Child Interaction Therapy?*

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 to decrease externalizing child behavior problems, increase positive parenting behaviors, and improve the parent-child relationship. During weekly sessions, therapists coach caregivers in child-centered play, communication, increasing child compliance, and problem-solving. More information about PCIT is found at:

<http://www.pcit.org/>.

Additional information on all three evidence-based practices is found at:

<https://familyfirstvirginia.com/>

### 4. *Other Prevention Services*

Provision of services to children and families through the "In-Home" model is not limited to identified evidence-based services funded by title IV-E through FFPSA. Families may receive a wide range of prevention services. These include but are not limited to: mental health interventions; substance use disorder treatment; concrete supports (e.g., financial assistance with utilities, housing, transportation); or other community-based services (e.g., mentoring, individual or family support services or interventions). As is current practice, these services are funded from the appropriate source such as Medicaid, CSA, Community Services Board (CSB) Mental Health Initiative, DSS Promoting Safe and Stable Families (PSSF), and other designated DSS funding. FFPSA does not restrict the provision of other foster care prevention services. Instead, it simply adds a new funding source for the evidence-based services.

#### ***D. Assessment with the Child and Adolescent Needs and Strengths (CANS)***

The implementation of FFPSA requires the use of an evidence-based functional assessment, such as the CANS. The CANS allows LDSS professionals to improve identification of a family's needs and strengths, service planning and provision, and ongoing review of the services' effectiveness in foster care prevention cases.

As the CANS is the mandatory uniform assessment instrument for CSA, a structure exists to support its use with In-Home cases. Currently, the CANS is administered to children and families receiving foster care prevention services reviewed by FAPT for possible CSA funding. The online CANS software system (CANVaS) is utilized for assessments of all foster care prevention cases (i.e., In-Home cases), even if CSA funding is not sought or provided. However, the system needs to have a way to identify which assessments are "CSA" and those done for In-Home cases. The rater identifies In-Home cases at the individual assessment level.

VDSS requires the administration of the CANS every 90 days for children and caregivers served through the In-Home model to assure the ongoing assessment of the family's needs and

strengths and evaluate progress towards meeting the goals on the prevention plan. Efforts should be made to avoid duplication of assessments. For example, a CANS assessment completed in the past 30 days for an In-Home case may be accepted by CSA if the child and family are referred to FAPT.

Local DSS agencies are encouraged to identify additional CANVaS Local Administrators (also known as DSU/RAs) to assist with case manager account creation, monitoring of completed CANS and access to the system reports for DSS, including In-Home cases.

Newly identified LDSS Local Administrators should review the guide describing the primary responsibilities of Local Administrators found on the OCS website in the CANS folder ([www.csa.virginia.gov/CANS](http://www.csa.virginia.gov/CANS)) or the "Documents" folder in CANVaS. There are no changes to the process for creating Local Administrators. The "[Request to Create or Reactivate a Local Administrator Account](#)" form must be completed, signed by the user and the user's supervisor, and sent to the attention of Carol Wilson in the Office of Children's Services ([carol.wilson@csa.virginia.gov](mailto:carol.wilson@csa.virginia.gov)). A copy of the user's CANS certification must be attached.

The goal of the implementation of CANS is not only to meet a federal requirement for those cases that might require FFPSA funding. The intent is for the local DSS and community to have a commonly used and recognized functional assessment to help local foster care prevention staff carry out their job responsibilities. The use of the CANS acknowledges that the first step in providing human services is an assessment that allows a community, agency, and family members to identify strengths and needs and determine how to move forward in service plan development and implementation. Reassessments evaluate the progress towards those goals and allow the team to assess if other services may be more effective.

### **III. The Multi-Disciplinary Approach**

#### ***A. The intent of MDT review***

Recognizing that children and families are the community's shared responsibility, not any single agency's, VDSS requires multi-disciplinary teams to support the new In-Home service delivery model. MDTs are frequently used in children's services, particularly since the advent of the System of Care philosophy and principles in the 1980s.

Until this shift in services to children and families, service provision was primarily determined by the family's presenting problem and the agency to which they were referred. This practice resulted in inefficient and ineffective fragmentation and duplication of services provided through what are known as "silos," meaning agencies operated independently of each other.

The System of Care philosophy introduced the idea that families are ideally viewed holistically, not parceled out into separate program areas to address different issues. Families who come to the attention of agencies may have complex needs requiring a multi-disciplinary approach. The



focus on seeing the child and family as part of the community emerged. No one agency is responsible for working with the child and family; instead, the expertise and resources of all of the community's agencies should be brought to bear.

Multi-disciplinary review and coordination of services gather the community's strengths and resources to address the family's needs. The goal is to integrate the family into successful functioning in the community, not resolve an immediate crisis and "close the case." All community partners have the responsibility to provide the support the family needs. Without such a community-wide approach, the families and children in foster care prevention continue to be seen as "DSS cases." They may be likely to cycle back to DSS intervention through generations, or as Court Services Unit (CSU) cases with youth who move from juvenile status offenses, to delinquency and then adult crime.

### ***B. Multi-disciplinary Review Teams and the In-Home Model***

Recognizing the inherent value of MDTs, VDSS requires a multi-disciplinary review for all In-Home cases to access title IV-E prevention funds for any of the evidence-based services funded through the FFPSA. As currently required by statute, FAPT review is necessary for In-Home cases that seek CSA funding for foster care prevention services.

To meet the MDT requirement for local DSS wishing to access IV-E funded evidence-based prevention services, local governments may choose from the following options:

#### ***A. Family Assessment and Planning Team (Comprehensive)***

A locality may opt to have In-Home cases reviewed by the regular FAPT, following the current local process for multi-disciplinary review and coordination of funding and services through CSA.

##### ***1. Family Assessment and Planning Team (Consultative)***

As an alternative, a locality may wish to use the model of a "consultative" FAPT with reduced expectations and requirements. For example, the VDSS prevention plan may serve as the service plan. **The purpose of this team review is not to determine eligibility for CSA or provide funding through CSA but to provide the multi-disciplinary perspective regarding the use of an Evidence Based Practice (EBP).** As this is not a FAPT determining the CSA eligibility of youth or use of CSA funds, reduced documentation is permissible. This documentation may include a referral cover sheet, the VDSS prevention plan, which may substitute for the Individual and Family Services Plan (IFSP), and a current CANS. The FSS verbally provides the consultative FAPT with summary information.

The following chart outlines and compares the expectations of a Consultative and Comprehensive FAPT.

Activity	IN-HOME CONSULTATIVE FAPT	COMPREHENSIVE FAPT (likely to, or needing CSA funding)
<b>Eligibility</b>	Children and families being served through "In-Home" practice standards as established by the Virginia Department of Social Services (VDSS) who meet the criteria established for "imminent risk" as defined by VDSS. These children and families are eligible (and sum-sufficient) for CSA as they are receiving foster care prevention services in accordance with COV §63.2-905 (Foster Care Services).	
<b>Referral Process</b>	<b>Services not funded by CSA may begin before FAPT review.</b> While only essential referral information is encouraged, localities should decide what information is needed to offer a helpful consultation. The In-Home worker could provide a simplified referral cover sheet, the proposed prevention plan, and an oral description of the case (e.g., why the family came to the attention of DSS, why an in-home case is opened, needs and strengths as identified on the CANS, what services or supports are in place or DSS plans to put in place, etc.) VDSS Prevention plans may substitute for IFSPs.	If a case never requires CSA funds, a Comprehensive FAPT is unnecessary. If at the "In-Home" (Consultative) FAPT it is determined that CSA funds are needed, local practice determines what information from the "In-Home FAPT" may be used for referral to a Comprehensive FAPT to eliminate duplicative information/paperwork. If known at the outset that CSA funds are needed or likely to be needed, the case should go directly to Comprehensive FAPT using current local CSA processes (no Consultative FAPT held).
<b>CANS Requirements</b>	Every 90 days as determined by VDSS. CANVaS is modified to flag In-Home cases when no CSA funding is accessed.	No changes to State Executive Council (SEC) Policy or current local practice. A new CANS is not needed for a Comprehensive FAPT if a CANS was completed in the previous 30 days.
<b>FAPT Roles/Activities</b>	FAPT's role is one of consultation, coordination, service recommendations, and periodic case reviews.	No changes to current practice.
<b>Time Frames for Action by FAPT</b>	VDSS policy requires a Prevention Plan and a CANS done within the first 30 days. Services funded by FFPSA may begin before FAPT review.	Cases should be reviewed promptly. Local CPMTs are required by Code to have policies allowing immediate access to funds for placement and services. If emergency CSA funding is needed, the case comes to Comprehensive FAPT with the usual 14-day requirement for FAPT review of emergency placements/services.
<b>Service Plan Requirements</b>	In-Home Prevention Plan to include a parental signature.	In-Home Prevention Plan to include a parental signature.
<b>Audit Requirements</b>	Title IV-E funding is reviewed/audited by VDSS.	No change to current practice. CSA funds are subject to OCS audit.

Activity	IN-HOME CONSULTATIVE FAPT	COMPREHENSIVE FAPT (likely to, or needing CSA funding)
<b>CPMT Role/Activities</b>	Current role of policy and practice oversight/coordination. Broad system oversight/CQI at the local level. Encourage review of data in light of new structure and practices (outcomes, increased referrals for/use of CSA funds for FC prevention, implementation of evidence-based practices through FFPSA, etc.). Discuss how to integrate EBPs across all child-serving systems. Develop policy re: the referral and operation of the Consultative FAPT. CPMT authorization of non-CSA expenditures is not required.	Current role of policy and practice oversight/coordination. Broad system oversight/CQI at the local level. Encourage review of data in light of new structure and practices (outcomes, increased referrals for/use of CSA funds for FC prevention, implementation of evidence-based practices through FFPSA, etc.). Discuss how to integrate EBPs across all child-serving systems. Develop policy re: the referral and operation of the Consultative FAPT. CPMT authorization of CSA expenditures.
<b>Data Requirements</b>	CANVaS captures assessment data from In-Home cases. These cases are entered into LEDRS as title IV-E/FFPSA. Required data from EBPs is tracked by FFPSA evaluators and included in the service provider contracts.	No changes to current state practice.
<b>Case Review Requirements (UR)</b>	As determined by VDSS.	No changes to the current state or local practice.
<b>Use of Approved Alternate MDT for In-Home Cases</b>	May be appropriate. MDTs may have specialized focus and slightly different requirements. MDTs require VDSS and SEC approval.	No changes to current local practice. MDTs require SEC approval.
<b>Service Contracting, Invoicing, and Payment</b>	VDSS reimburses the LDSS through a budget line in LASER. VDSS (along with OCS) issued an EBP "model contract template" for either local CSA or LDSS that includes standard service prices. The locality determines how contracting, invoicing, and payment for services occur.	Current contracting, invoicing, and payment practices continue.
<b>Parental Co-Payment</b>	No co-pay required unless the funding source used requires a co-pay.	No changes to current state and local co-payment policies.
<b>Local Policy Development</b>	Localities develop minimal standards for referral to Consultative FAPT and include this in local policy. The policy should describe how FAPT is used as a consultative multi-disciplinary team.	Local CPMTs are required by Code to have policies that allow immediate access to funds for placement and services. If emergency CSA funding is needed, the case comes directly to the Comprehensive FAPT with the usual 14-day requirement for review. The locality develops policy describing how In-Home cases previously



Activity	IN-HOME CONSULTATIVE FAPT	COMPREHENSIVE FAPT (likely to, or needing CSA funding)
		heard by Consultative FAPT are referred to Comprehensive FAPT.

*a. Referral from a Consultative FAPT to a Comprehensive CSA FAPT*

The consultative FAPT may, during its review, determine that additional services are needed for the child and family. If so, the consultative FAPT "refers" the case to a (Comprehensive) FAPT. Each locality must develop a policy regarding how these referrals are made and the associated expectations. Once the case is referred to the FAPT process for possible CSA funding, it is treated like any other case coming to FAPT. The CPMT must approve CSA funding.

*2. Approved Alternate Multi-Disciplinary Team (MDT)*

The third option for localities is to request an alternative MDT to review only In-Home cases seeking access to a title IV-E funded EBP. The Code of Virginia provides for such alternate multi-disciplinary teams (MDTs), established per COV §2.2-2648 (14) and State Executive for Children's Services Policy 3.2.2.

Creation and implementation of an approved alternate MDT allows a local government to design a team which best fits local needs. Decisions such as which agencies would serve on the team, if other parties will be represented on the team (e.g., private providers), whether it is a standing or ad hoc group and whether there is a financial limit (e.g., only hearing cases with a potential cost of up to a certain amount) are determined by the CPMT, which then submits the request to VDSS and then OCS to review for SEC approval. If an alternate MDT is established and approved, it may substitute for a Comprehensive FAPT. A request for CSA funding may be submitted directly from an alternate MDT to the CPMT.

The alternate MDT may not be the DSS Family Partnership Meeting, held at specific and critical decision points. The alternative MDT may be a "Child and Family Team," with the inclusion of the requirements outlined in this document. To become an approved MDT, the Child and Family Team must meet the approval process for an alternate MDT. The partner agency representatives are determined based on the specific needs of the child and family as determined by the CANS and the LDSS. For example, the child's CSB therapist may serve as the CSB representative. If no agency other than LDSS is currently involved with the family, the LDSS, using the assessment should determine which other agency or agencies should participate. Other parties or providers may participate as deemed necessary to the service planning process. The locality must take the following steps to establish an alternate MDT to implement the FFPSA:

- a. The Director, VDSS Division of Family Services, or designee, must approve a request from the CPMT and LDSS Director to establish a collaborative, alternative MDT for

accessing title IV-E prevention services funding. Upon approval from VDSS, the CPMT, as provided for in COV §2.2-2648 (14), shall submit the request to the Office of Children's Services (OCS) for presentation to the State Executive Council for Children's Services (SEC), following OCS procedures. The SEC shall review and approve the request, as appropriate. See also: COV §2.2-5209.

- b. Requests for such approval shall be in writing and made available for review by the VDSS, OCS, and the SEC.
- c. The CPMT and LDSS shall develop and approve written policies governing the membership and operation of the MDT. The CPMT and LDSS shall make these policies available for review to VDSS and OCS before referral to the SEC for consideration. The policies must specify:
  - i. The purpose of the MDT, including the types of cases/circumstances that will be considered.
  - ii. How the MDT procedures and practices align and integrate with those of the CPMT's member agencies.
  - iii. Whether the MDT shall be a standing team that meets regularly or if it will operate on an ad hoc basis. If on an ad hoc basis, under what circumstances will the MDT be convened and through what procedure. Examples of regular, standing MDTs include teams for children in residential care, truancy cases, or In-Home Services/foster care prevention.
  - iv. The minimum number of agency representatives constituting the MDT (from among the FAPT-required member agencies). This specification shall identify the agencies represented on the MDT and processes for soliciting additional input from other agencies, as needed.
  - v. How the MDT includes family engagement practices and be family-driven.
  - vi. The process through which funding approval requests will be submitted directly from the MDT to the CPMT for any CSA-funded expenditures and from the MDT to the LDSS for Family First title IV-E prevention expenditures.
  - vii. The process through which title IV-E prevention expenditures will be submitted through the Local Expenditure, Data and Reimbursement System (LEDRS) T4E (Title IV-E) file.
  - viii. How the MDT will utilize: interagency collaboration and family involvement to assess the family's strengths and needs; assessment tools to identify appropriate services; monitor service delivery and progress towards treatment goals; and establish ongoing community support for the family for when the child welfare case is closed.
  - ix. How the MDT process and outcomes are regularly documented and reviewed.

If the option of an approved alternate MDT is chosen, the locality needs to establish this process and include it in its written policy.

### **C. Local Procedures Regarding the Multidisciplinary Review**

Each local DSS, CSA, including FAPT and CPMT, and agency partners must work collaboratively to decide how to incorporate the requirement for multi-disciplinary review of In-Home cases seeking FFPSA funding. One of the three described above options must be chosen. Local policy will reflect the expected flow of In-Home cases seeking title IV-E funding for EBP services from LDSS to either the comprehensive FAPT, the consultative FAPT, or an approved MDT.

## **IV. Role of the CPMT**

Consistent with the statutory expectations of the CSA, the CPMT provides oversight and leadership in coordinating the community's response to all identified children and families, including those receiving title IV-E funded foster care prevention services. With the introduction of the FFPSA, this role includes maintaining awareness of the utilization and impact of the new In-Home prevention practices (e.g., increased/decreased referrals for the use of CSA funds for foster care prevention, outcomes, and the integration of evidence-based practices across all child-serving agencies)

There are no changes regarding statutory expectations and the roles of FAPT and CPMT in the implementation of CSA, including eligibility and funding. FAPT may provide a multi-disciplinary review for any referred child and family in the community, even if CSA funds are not needed.

## **V. Contracts**

Each locality determines how contracting, invoicing, and payment for the title IV-E funded evidence-based services are managed. Localities may use existing CSA contracting, purchasing, and invoice processing systems or develop FFPSA-specific processes. As Family First funding is directed from VDSS to the local DSS, LDSS agencies use current financial processes to obtain reimbursement through the VDSS LASER system. However, Family First requires specific client-specific data not captured in LASER. Following VDSS guidance, this information is to be submitted through the title IV-E capabilities of the CSA LEDRS system.

[OCS Administrative Memo #21-08](#) provides a [model contract template](#) for the evidence-based services which may be purchased either through title IV-E or CSA.

## **VI. Use of the Local Expenditure, Data, and Reimbursement System (LEDRS)**

Effective July 1, 2021, the LDSS shall submit all expenditures of title IV-E payments for Foster Care and In-Home Prevention Services through the Local Expenditure, Data, and Reimbursement System (LEDRS) T4E (title IV-E) file. The VDSS Division of Family Services and the Office of Children's Services (OCS) worked collaboratively to update the current LEDRS



system to accommodate the additional required federal reporting for the Family First Prevention Service Act (Family First).

The LEDRS T4E file submission with the appropriate filename must be submitted quarterly based on the schedule below.

<b>Date Range</b>	<b>Expenditure File Report Due</b>	<b>Filename</b>
July 1 - Sept 30	31-Oct	T4E_FIPS_Q_YYYY_1_1.txt
Oct 1 - Dec 31	31-Jan	T4E_FIPS_Q_YYYY_2_1.txt
Jan 1 - Mar 31	30-Apr	T4E_FIPS_Q_YYYY_3_1.txt
Apr 1 - Jun 30	31-Jul	T4E_FIPS_Q_YYYY_4_1.txt

FIPS = County FIPS Code (no padding of zeros)

YYYY = 4 digit calendar year of the file submission

The submission through LEDRS of expenditures of title IV-E funds for both Foster Care and In-Home Prevention Services allows VDSS to enhance their quality assurance and accountability reviews of title IV-E.

## VII. DSS State and Federal Reporting

LDSS shall submit all required state and federal reporting for all title IV-E prevention services funding. The following information shall be submitted through a combination of methods, including LEDRS, LASER, and the Child Welfare Information System:

### A. Client-Level Information and Spending

	Child Welfare Information System (OASIS/Compass Mobile)	LEDRS
Client's Full Name	X	X
Date of Birth	X	X
Client ID	X	X
Child's Case ID	X	
Identified Referral Reason	X	
Service Name	X	X
Service Start Date	X	X

Service End Date (projected end date if service is still ongoing)	X	X
Total Estimated Cost of Services		X
Total Amount Billed For Service		X

**B. Budget Line 835 IV-E Prevention Services Information (LASER)**

1. Total amount allocated
2. Actual use of funds
3. Projected use of funds




# COMMONWEALTH of VIRGINIA

Scott Reiner, M.S.  
Executive Director

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

## ADMINISTRATIVE MEMO #21-15

**To:** CPMT Chairs  
CSA Report Preparers  
CSA Coordinators  
CSA Fiscal Agents

**From:** Scott Reiner, Executive Director   
Kristy Wharton, Business and Finance Manager  
Stephanie Bacote, Audit Program Manager

**Date:** August 20, 2021

**Subject:** Reporting of CSA State Pool Refunds

The routine CSA audit process has identified a pattern of incomplete and/or inaccurate entries of CSA refunds reported through the reimbursements submitted through the Local Expenditure, Data, and Reimbursement System (LEDRS). We are bringing this to your attention as this represents a potential risk to the integrity of CSA expenditure data and potential underreporting of refunds due to the CSA state pool.

With regard to incomplete entries, the identified concerns include:

- Failure to report refunds from collections of parental co-payments.
- Failure to report refunds from collections of title IV-E offsets for services previously paid through CSA funds but later reimbursed to the locality through title IV-E.
- Failure to report refunds from child support collections through the Division of Child Support Enforcement.

Several recent audit reports have requested that the locality review funds collected through the above referenced categories and report to the CSA as to whether all refunds collected have been properly reported.

Inaccurate refund reporting results from the use of an improper refund category. The chart provided at the end of this memorandum provides definitions of the refunds categories for use with LEDRS.

The purpose of this communication is to bring this matter to your attention and to request that you review your local fiscal practices to ensure accuracy of the refund information submitted. If you are

not already doing so, please consult with your locality's finance and / or DSS office to obtain regular reporting of potential refunds. Additionally, it is advised that periodic reconciliation of refunds with the CSA Refund Report take place to ensure that refunds are being reported in a timely and accurate manner.

Effective with audits conducted for periods beginning with FY2022 expenditures, more rigorous oversight of this activity will be implemented. Recovered (refunded) costs that were reimbursed with CSA state pool funds must be reported in LEDRS.

Thank you for your attention and commitment to the integrity of CSA financial reporting.



**Refund Reporting Category Definitions**  
**CSA Local Expenditure, Data, and Reimbursement System**

Refund Label/Transaction Code	Definition
Payment Cancellation	Cancellation of a payment previously reported and reimbursed from CSA state pool funds (e.g., cancelled payments to vendors due to failure to deposit payments)
Vendor Refund	Refunds from service providers, typically due to overpayments
Parental Co-Payment	Funds collected from parents in accordance with the locality's parental contribution/co-payment policy
Child Support Collections through DCSE	Collections made by DCSE for children in foster care and/or served in a residential placement through a CSA Parental Agreement and used to offset the cost of CSA funded services
Payments made on behalf of the child (ex: SSA, SSI, VA benefits, ...) – Special Welfare Refunds	Collections for children in foster care from federal sources as listed and used to offset the cost of CSA funded services
Recoveries previously paid from CSA Funds	Funds reimbursed from the CSA state pool which are now recovered from title IV-E for eligible children
Other – Credits	Other refunds of CSA state pool funds not defined in one of the above categories

**Frederick County CSA**  
**CPMT Member**  
**CONFIDENTIALITY AGREEMENT**

I, THE UNDERSIGNED, DO HEREBY AGREE TO COMPLY WITH VIRGINIA CODE 2.2-5210 AND DO HEREBY AGREE TO PRESERVE THE CONFIDENTIALITY OF ALL PROTECTED INFORMATION TO WHICH I MAY HAVE ACCESS, EITHER WRITTEN OR VERBAL, WHILE PARTICIPATING IN, OR PROVIDING SUPPORT TO, THE FREDERICK COUNTY CHILDREN'S SERVICES ACT PROGRAM.

**§ 2.2-5210. Information sharing; confidentiality**

All public agencies that have served a family or treated a child referred to a Family Assessment and Planning Team (FAPT) shall cooperate with this team. The agency that refers a youth and family to the team shall be responsible for obtaining the consent required to share agency client information with the team. After obtaining the proper consent, all agencies shall promptly deliver, upon request and without charge, such records of services, treatment or education of the family or child as are necessary for a full and informed assessment by the team.

Proceedings held 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 whose case is being assessed by this team or reviewed by the Community Policy and Management Team (CPMT) shall be confidential and not open to the public, unless the child and family who are the subjects of the proceeding request, in writing, that it be open. All information about specific children and families obtained by the team members in the discharge of their responsibilities to the team shall be confidential.

Utilizing a secure electronic database, the CPMT and the family assessment and planning team shall provide the Office of Children's Services with client-specific information from the mandatory uniform assessment and information in accordance with subdivision D 11 of § [2.2-2648](#).

**I have read, understand and agree to abide by this agreement on confidentiality and all other laws and regulations pertaining to confidentiality of persons served. Failure to comply with this agreement may result in any penalties and actions set forth in the regulations within the individual's respective agency.**

*Print Name*

*Signature*

*Date*

*Print Name*

*Signature of Witness*

*Date*