



## **Children’s Services Act Principal Agreement**

### **Introduction**

This Principal Agreement (“Contract”) is intended to address and contain all of the terms, parameters, guidelines, and expectations that must be met by any provider of services to any and all children under the care and responsibility of the City of Fredericksburg CSA Program. In order for this Contract to be valid and enforceable, it must be signed by the City of Fredericksburg CSA Coordinator, and the Provider.

This Contract is effective as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, between the City of Frederickburg CSA Program (“the Buyer”) and \_\_\_\_\_ (“**the Provider**”), and shall expire at the close of business on \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

This Contract may be terminated by either party with thirty (30) days written notice.

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 (locality). 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. Evidence Based Practices (EBP) Services: Scope of Services.**

*The Provider shall select EBP services applicable to their organization.*

- No Evidence Based Practice services offered.
- Functional Family Therapy (FFT)

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

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

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

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

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

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

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

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

Service Rate: Functional Family Therapy - \$57 per day

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

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

Multisystemic Therapy (MST®)

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

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

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

Exclusion criteria include:

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

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

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

Education, Certifications and Training: Education, Certifications and Training: MST is provided by organizations licensed by MST Services. MST Teams are composed of 2-4 full-time MST Therapists and an MST Supervisor. The MST Therapists may include a combination of Qualified Mental Health Professional (QMHP) and Licensed Mental Health Professional/Licensed Mental

Health Professional-Resident (LMHP/LMHP-R) staff. QMHPs are limited to 1/3 of the MST Team. MST Teams must have a clinical supervisor who is an LMHP (The clinical supervisor should be the person of record (signatory) on clinical notes of QMHPs). The MST Supervisor should be of at least 50% FTE assigned to one MST team, or one full-time clinical supervisor to two MST teams. MST Supervisors carrying a partial MST caseload should be assigned to the program on a full-time basis.

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

Service Rate: Multisystemic Therapy - \$90 per day

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

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

Parent Child Interaction Therapy

Description: Parent-Child Interaction Therapy (PCIT) provides coaching to parents by a therapist trained in behavior-management and relationship skills. PCIT is a program for two to seven-year old children and their parents or caregiver aimed to decrease externalizing child behavior problems, increase positive parenting behaviors, and improve the quality of the parent-child relationship. During weekly sessions, therapists coach caregivers in skills such as child-centered play, communication, increasing child compliance, and problem-solving. Therapists use “bug-in-the-ear” technology to provide live coaching to parents or caregivers from behind a one-way mirror (there are some modifications in which live same-room

coaching is also used). Parents or caregivers progress through treatment as they master specific competencies, thus there is no fixed length of treatment. Most families are able to achieve mastery of the program content in 12 to 20 one-hour sessions.

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

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

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

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

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

Service Rate:

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

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

5. **Purchase of Services Order.**

- A. **Requirement for PSO.** A Purchase of Services Order (PSO) shall be issued for any and all discrete services that are to be provided by the Provider to any child under the supervision or authority of the Buyer. No services shall be administered to a child under the supervision or authority of the Buyer without a PSO authorizing such discrete services signed by a CSA designee and the Provider.
- B. **Contents of PSO.** The PSO shall define the terms of purchase and service delivery to a specific child. The child's Individual Family Services Plan (IFSP) shall be considered by the Provider and the Buyer in determining the proposed objectives, the term of service and the types of services to be rendered to the child. The IFSP shall include the proposed objectives, the term of service, and the type of services to be rendered to the child.
- C. **Charges under PSO.** The Provider agrees to charge the Buyer for only those services described in the PSO and in accordance with the Billing provisions of Section ten (10) of this Contract. The provider agrees to invoice for allowable, reasonable, and necessary service costs in accordance with the categories applicable to Title IV-E, Medicaid and other identified alternative funding source as directed by the buyer.
- D. **Adjustment or Termination of PSO by Buyer.** The Buyer may adjust or terminate the PSO at any time as a result of changes in the child's eligibility for or progress with services or if the Buyer deems it to be in the child's best interest to terminate the PSO. In the event that the Buyer becomes unable to honor any or all approved PSOs for causes beyond the Buyer's reasonable control, including, but not limited to, failure to receive promised funds from federal, state, or local government sources or donor default in providing matching funds, the Buyer may terminate or modify any or all PSOs issued pursuant to this Contract as necessary to avoid delivery of services for which the Buyer cannot make payment. The Buyer shall notify the Provider immediately as soon as it becomes aware of such a cause for termination.
- E. **Termination of PSO by Provider.** The Provider may only terminate a PSO prior to its expiration in the event of the child subject of the PSO committing an infraction considered a Serious Incident as defined in Section fourteen (14) of this Contract and the Provider having followed the notice requirements stated therein. In the event of termination of a PSO, all reasonable efforts will be made to give the Buyer 15 days written notice prior to termination of services to the child. Such written notice shall include the specific reason(s) for terminating services to the child.

6. **Employee Background Checks:** The provider will be in compliance with all Federal and State laws, regulations and licensure requirements relating to the conducting of criminal checks of its employees.
7. **Licensure:** The Provider represents and warrants that it (1) duly holds all necessary licenses required by local, State, federal laws and regulations and (2) will furnish satisfactory proof of such licensure to the Buyer's representative within ten (10) days after the execution of the Agreement. The Provider covenants that it will maintain its required licensed status with the appropriate governmental authorities and will notify the Buyer within 5 days of the issuance of any provisional license. 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 shall constitute a breach of contract and terminate this Agreement without written notice and without financial obligation on the part of the Buyer to pay the Provider's invoices. Add policy if applicable.
8. **Service Quality.** The Provider shall provide services at or above the quality standard in the industry at which the service is provided. The description or evaluation written in the Office of Comprehensive Services (OCS) Service Fee Directory of the Profile of Services and Prices shall set forth the minimum level of service acceptable.

The Provider shall permit representatives of the Buyer to conduct program and facility reviews to assess service quality and compliance with the Individual Family Service Plan of any child under the supervision or authority of the Buyer. Such reviews shall include, but are not limited to, meetings with consumers, review of services records, review of service policy and procedural issuance, review of staffing ratios and job descriptions, review of financial records pertaining to any child under the supervision and authority of the Buyer, and meeting with any staff directly or indirectly involved in the provision of services to any child under the supervision or authority of the Buyer. Such reviews may occur as deemed necessary by the Buyer and may be unannounced.

9. **Specific Terms and Conditions for EBP Services.** In addition to the requirements mentioned in Section 7, the services providers for FFT, MST and/or PCIT will:

- A. Maintain its required licensed status with the appropriate governmental authorities and will notify LDSS or the CSA program within five business days of the issuance of any provisional license.

This Contract may be terminated in the event such licensing is suspended, withdrawn or revoked. Misrepresentation of possession of such license shall constitute a breach of Contract and terminate

this Agreement without written notice and without financial obligation on the part of the VDSS or VCSA program to pay any open invoices.

- B. Maintain and submit, upon request, documentation that they represent and warrant that it has received certification and/or applicable training with the relevant national evidence based services accrediting bodies and training agents.
- C. Maintain its required licensed and certification with the relevant national evidence based services accrediting bodies. DSS or the CSA program may terminate this Contract in the event such licensing is suspended, withdrawn or revoked. Misrepresentation of possession of such license shall constitute a breach of Contract and terminate this Agreement without written notice and without financial obligation on the part of the LDSS or CSA program to pay any open invoices.
- D. Ensure they maintain a continuous quality improvement (CQI) process, including continuous monitoring of fidelity to the evidence-based model.
- E. Create a referral process for LDSS and/or CSA programs and respond to any request for service within three business days.
- F. Communicate with LDSS and/or CSA programs on a monthly basis regarding capacity to receive additional referrals.
- G. Identify the client (or child of the family if providing services to a parent or caregiver) as a candidate for foster care in their treatment/service plan. The LDSS has the sole responsibility for making the determination that a child is identified as a candidate for foster care.
- H. Partner with the referring agency to monitor the progress of the client in the service as well as to periodically assess the risk of out of home placement for the child. Provider shall, at minimum, collaborate with (missing word?) through the following, as appropriate:
  - A. Participate in family partnership meetings (FPM), child and family team (CFT) meetings, and/or family assessment and planning team (FAPT) meetings.
  - B. Upon two weeks' notice of a meeting of the FAPT for a child, the Provider shall ensure that a representative with personal knowledge of the progress of the child attends and participates in such meeting.
  - C. Participate in court hearings as requested/necessary.
- I. Conduct formal evaluations of referred youth and families and develop a treatment/service plan based on these evaluations to include

measurable goals and objectives according to the fidelity requirements of the practice model. A written treatment/service plan shall be provided within thirty (30) calendar days of the initiation of services.

- J. Provide written monthly progress reports to include, at minimum:
  - a. Client's full name
  - b. Date of birth
  - c. Client ID (as provided by LDSS)
  - d. Child's Case ID (as provided by LDSS) the provider shall always provide the Child's Case ID, even if services are provided to the parent or caregiver.
  - e. Locality that referred the client
  - f. Identified Referral Reason (as approved per Title IV-E Prevention Services Clearinghouse)
  - g. Service start date
  - h. Progress towards the identified measurable objectives and revisions to objectives listed in the treatment/service plan
  - i. Specific activities and strategies worked on during the month
  - j. Assessment of level of family engagement, including specific strategies and activities
- K. Provide a discharge summary within 15 business days of termination of services to the referring agency. The discharge summary should include, at minimum:
  - a. Status of discharge (successful or unsuccessful)
  - b. Overall progress made toward the identified measurable objectives
  - c. Recommendation for continued service(s) or other Community resource

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

- L. Work with representatives from VDSS, the Office of Children's Services (OCS) and the Virginia Center for Evidence-Based Practice ("The Center") in the identification of outcome measures and design of data collection tools, collect data on youth participating in the project to evaluate the effectiveness of the project design, and cooperate fully

with providing data and information for any evaluations. Participate in regular and, as necessary, ad hoc meetings with VDSS/the Center to exchange program and evaluation information.

- 10. Service Rates.** The Provider shall include a current rate sheet at the execution of the contract and yearly thereafter, no later than July 1. The rates for services provided to a specific child by the Provider shall be set forth in the PSO for the child. The Provider may not increase the rate for any service described in a PSO during the term of the PSO unless the PSO provides for an automatic rate increase option, in which case the rate may only be increased in the initial month of the Buyer's fiscal year and must be agreed to in writing by the Buyer. 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.

The Provider shall provide to the Buyer written notice of any planned rate increase 30 days prior to the initial month of the Buyer's next fiscal year. Such written notice shall contain the justification for the increase and shall be submitted in triplicate to the Buyer's Childrens Services Act Coordinator.

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

For Residential services Level A & B Community-based Residential Services: The Buyer shall submit to the Provider, within 10 days of admission to the program; 1) A Certificate of Need from FAPT within 30 days prior to the placement that indicates necessity of placement for residential treatment; 2) a CANS assessment completed within 30 days of admission to the program and every 90 days thereafter. Updated CANS should be given to the Provider in a timely manner for inclusion in the "Continued State Review" forms to DMAS prior to the expiration of the authorization period; and 3) a complete copy of the DSM-IV diagnosis.

For Residential services Level C: The Buyer shall submit to the Provider no more than 24 hours after admission to the program; 1) A Certificate of Need from FAPT completed within 30 days prior to placement that indicates necessity of placement for residential treatment; 2) a completed CANS dated within 90 days

of placement and every 90 days thereafter. Updated CANS should be given to the Provider in a timely manner for inclusion in the "Continued State Review" forms to DMAS prior to the expiration of the authorization period; 3) a complete copy of the DSM-IV diagnosis; and 4) a signed Reimbursement Rate Certificate for each child eligible for Medicaid reimbursement.

10. **Billing.** The Provider shall bill the Buyer each month for all services rendered to a child pursuant to a PSO. The Provider shall bill the Buyer for any and all services provided within thirty (30) days of the date on which the service was provided. The Buyer agrees to mail payment for all correct invoices within thirty (30) days of receipt of the invoice. In no case, shall the Buyer be obligated to pay for services rendered to a child when the Provider fails to submit an invoice to the Buyer within the fiscal year.

The Provider's invoice shall list: the applicable services provided by funding source category as directed by the Buyer and shall specify the name of the child to whom each service was provided and the date of service. The amount billed for services shall be the amount agreed upon in the PSO authorizing services to the child to whom the service was provided. The Provider agrees to bill and the Buyer agrees to pay for only those services authorized by the PSO for a specific child.

The Provider shall bill the Buyer for the actual increments of service provided to the child as agreed upon by the buyer and the provider.

In the event of an absence of a non-residential child for a previously scheduled service, the Buyer agrees to pay to the Provider the service rate agreed to in the PSO for the child for up to add such occurrences per Buyer's fiscal year.

The Buyer shall return incorrect invoices without payment to the Provider for correction within thirty (30) days of receipt of the invoice.

Within fifteen (15) days of receipt of the returned invoice, the Provider shall correct any incorrect invoice and re-submit the corrected invoice to the Buyer for payment. If the Provider finds that the invoice is correct, the Provider shall forward a written explanation for the invoice with supporting documents to the Buyer within fifteen (15) days of receipt of the returned invoice. If the Provider's notification and supporting evidence are not received by the Buyer within the fifteen (15) day limit, then the Buyer shall not be obligated to make payment upon any disputed portion of the invoice. The Provider shall immediately notify the Buyer of any overpayment for services by the Buyer.

By signing this agreement, the Buyer and the Provider are in agreement that costs for services provided should be billed within thirty (30) days of the date on which the service was provided. The Buyer agrees to mail payment for all correct invoices within thirty (30) days of receipt of the invoice.

11. **Accounting and Record Keeping.** The Provider shall maintain an accounting system and supporting records adequate to assure that claims for funds are in accordance with applicable state, federal and appropriate accrediting agency requirements. Such supporting records shall reflect all direct and indirect costs of any nature expended in the performance of this Contract and all income from any source. The Provider shall also collect and maintain fiscal and statistical data pursuant to the servicing of this Contract and any PSO for a child under the supervision or authority of the Buyer on forms designated by the Buyer.

The Provider agrees to retain all books, records, and other documents relative to this Contract and any PSO for a child under the supervision or authority of the Buyer for five (5) years after any final payment pursuant to this Contract and any PSO for a child under the supervision or authority of the Buyer or as long as necessary for purposes of any unresolved state or federal audit. The Buyer, its authorized agents, and state or federal auditors shall have full access to and the right to examine any of said materials during an audit.

12. **Confidentiality.** Any information obtained by the Provider pursuant to this Contract concerning applicants, a child under the supervision or authority of the Buyer, or such child's family members shall be treated as confidential. Use or disclosure of such information by the Provider shall be limited to purposes directly connected with the Provider's responsibility for services under this Contract. Both parties further agree that this information shall be safeguarded in accordance with the provisions of the Code of Virginia, as amended, and any other relevant provisions of state or federal laws.

13. **Reports:** Unless otherwise stipulated, the Provider shall submit to the Buyer written suggestions for the IEP or IFSP (also known as Treatment Plan, Plan of Care or Service Plan), as the case may be, within thirty (30) calendar days of the initiation of services to the child/youth. The IEP/IFSP shall include at least the following information: type(s) and number(s) of disabilities, mental health and intellectual disability diagnoses, or delinquent behaviors for 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. Progress reports shall include progress or lack of progress of child on long and short term goals, services rendered by the provider, client's response to the services, any changes to goals or interventions and reasons thereof, any anticipated change to expected goals, interventions or outcomes, medications administered (if any), and any significant incidents affecting the child. If the Provider fails to provide any written treatment plan, progress report, or termination report in a timely manner, the Buyer may withhold payment of the Provider's invoices until such plan or report is received. Progress reports shall be submitted at least monthly to the Buyer.

14. **Serious Incident Reporting:** The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which is related to youth placed by the Buyer. A serious incident includes, among others, abuse or neglect; criminal behavior; death; emergency treatment; facility related issues, such as fires, flood, destruction of property; food borne diseases; physical assault/other serious acts of aggression; sexual misconduct/assault; substance abuse; serious illnesses, (such as tuberculosis or meningitis), serious injury (accidental or otherwise); suicide attempt; unexplained absences; or other incidents which jeopardize the health, safety, or well being of the youth.

Within 24 hours of a serious incident, or by the next business day, the Provider shall report the incident by speaking to or leaving a message for the case manager of the placing agency of each youth involved. Within 48 hours of the serious incident, the Provider shall complete and submit to the case manager of the placing agency for each youth involved a written report.

The written report of the serious incident shall provide a factual, concise account of the incident and include:

Name of facility/provider; name of person completing form; date and time of serious incident; date of the report; child/youth's name, age, gender, ethnicity; placing agency name; placing agency case manager' name; where the incident occurred, description of incident (including what happened immediately before, during and after the incident); names of witnesses; action taken in response to incident; names/agencies notified (family, legal guardian, child protective services, medical facility, police); recommendation for follow-up and/or resolution of incident; signature of person completing report; and facility/provider director's (or designee) signature and date.

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.

In the event the case manager of the placing agency determines that a serious incident has occurred, the case manager will notify the Provider of the allegation. The provider shall within 48 hours of the case manager's notification complete and submit a written report as provided, supra.

15. **Transportation to Court.** The Provider agrees to transport a child in the care of the Provider to all scheduled court hearings and to ensure the child's timely arrival at such hearings unless exigent circumstances exist that prevent the Provider from providing such transportation. The Buyer agrees to provide the Provider with notice of a scheduled court date at least 10 business days prior to such date. The Provider agrees to notify the Buyer at least 5 business days prior to a scheduled court date of any inability on the Provider's part to transport a child to a scheduled court hearing.

The Provider further agrees that a shortage of staff does not constitute exigent circumstances for purposes of this Contract. The Provider agrees to bill the Buyer for costs of transportation in accordance with the Billing provisions agreed to in this Contract.

16. **Grievances.** In the event that a child under the supervision or authority of the Buyer submits a complaint to the Buyer concerning the Provider, the Provider shall promptly provide 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.
17. **Subcontracts.** The Provider shall not enter into any subcontract for any of the services approved under this Contract without obtaining the prior written approval of the Buyer. Subcontractors shall be subject to all of the provisions, requirements, and conditions of this Contract and any PSO signed pursuant to this Contract. The Provider shall be solely responsible for the performance of any of its subcontractors.
18. **Not Employees.** The Provider's performance under this Contract is as an independent contractor, and neither the Provider nor its employees, assignees or subcontractors shall be deemed employees of the Buyer while performing under this Contract.
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 the Buyer as an additional insured, and shall furnish the Buyer with a certificate of insurance prior to commencing work upon any PSO signed pursuant to this Contract. Any required insurance policies must be effective prior to the provision of any services or performance by the Provider under this contract and such policies cannot be cancelled without ninety days written notice to the Buyer. 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 \$1,000,000.00 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 employers liability insurance shall be maintained for all its employees engaged in work under this contract. Minimum limits of Liability for employers liability insurance will be \$100,000 for bodily injury by accident

each occurrence, \$100,000 bodily injury by disease (policy limit) and \$100,000 Bodily injury by disease (each employee). With respect to Workers' compensation coverage, the Provider's insurance company shall waive rights of subrogation against the Buyer, its officer, employees, agents, volunteers and representatives.

- D. Automobile liability insurance shall be at least \$1,000,000.00 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this contract.
- E. Professional liability insurance with a minimum of liability of \$2,000,000.00.

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

- 20. **Indemnity.** The Provider shall indemnify, defend and hold harmless \* Buyer its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses including court costs and reasonable attorneys' fees arising from any material default or breach by the Provider of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Provider, its officers, agents employees and subcontractors.
- 21. **Force Majeure.** Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to acts of God, flood, severe weather, fire, epidemic, strikes, the public enemy, legal acts of public authorities or delays or defaults of public carriers, which cannot reasonably be forecast or provided against.
- 22. **Drug-Free Workplace:** During the performance of this Contract, the Provider agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Provider that the Provider maintains a drug-free workplace.

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

awarded to a Provider, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

23. **Immigration Reform and Control Act of 1986:** By entering into a written Contract with the City of Fredericksburg CSA Program, the Contractor certifies that the Contractor does not, and shall not during the performance of the Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
24. **Nondiscrimination of Contractors:** A Provider shall not be discriminated against in the award of this Contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faithbased organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
25. **Miscellaneous.**
  - A. ***Additional Provisions.*** Any document referred to in this Contract but not attached hereto is hereby incorporated in this Contract by reference.
  - B. ***Merger.*** This Contract, including all documents incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the Provider and the Buyer regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the Provider and the Buyer regarding this Contract's subject matter shall be of any effect.
  - C. ***Modification.*** This Contract shall not be amended, modified, or otherwise changed except by the written consent of the Provider and the Buyer given in the same manner and form as the original signing of this Contract.
  - D. ***Order of Precedence.*** Where there exists any inconsistency between the provisions of this Contract and the provisions other documents that have

been incorporated into this Contract by reference or otherwise, the provisions of this Contract shall control.

Signatures:

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date