

Memo to the CPMT  
April 23, 2018

CONTRACT ITEM C-1 Child Specific Contract Request: Change Academy Lake of the Ozarks

ISSUE: Fairfax County Public Schools, Multiagency Services (FCPS) requests approval of a child specific Agreement for Purchase of Services (APOS) with CALO in Lake Ozark, MO for Harmony #149957 retroactive to November 15, 2017.

This student was parentally placed and has an IEP for Residential School level of service..

RECOMMENDATION: the CSA Management Team forwards the request for approval of a child specific APOS with CALO.

PROVIDER:

Change Academy Lake of the Ozarks (CALO)  
130 CALO Lane  
Lake Ozark, MO 65049  
(573) 746-7390

MEDICAID ENROLLMENT: CALO does not participate with Virginia Medicaid.

LICENSE AND ACCREDITATION: Calo is approved by the Missouri Department of Social Services as a Children's Residential facility.

CALO has met the requirements established by the AdvancED Accreditation Commission and is accredited by the North Central Association Commission on Accreditation and School Improvement. They are accredited for Behavioral Healthcare by the Joint Commission and are members of the National Association of Therapeutic Schools and Programs (NATSP).

INSURANCE STATUS: CALO is appropriately insured by Fairfax County standards.

PROGRAM DESCRIPTION:

CALO provides differentiated instruction in a classroom setting led by Missouri-certified teachers. Their small class sizes of 6-10 students allows teachers, coaches, and tutors to get to know students well. Their staff of seven teachers includes four who are dual-certified in special education and their subject matter content. One of their special education teachers is certified in reading instruction, and is available to work with students individually or in very small groups.

While CALO offers a range of core subjects and electives, their primary goal is helping students learn to regulate their emotions and their behavior in a classroom. Although a few students will graduate from CALO, most of their students will return home to conventional schools. Using their relationship-based approach, CALO strives to help students become more self-aware learners who are comfortable in a classroom.

OTHER CONTRACTED PROVIDERS CONSIDERED:

All clinically appropriate providers currently under open contract were considered and none were available or appropriate based on the youth's diagnosis and situation.

<b>Provider Name</b>	<b>Telephone contact</b>	<b>Packet Sent</b>	<b>Accept/Denial</b>	<b>Reason for Denial of why inappropriate</b>
Grafton School	yes	<b>1/23/18</b>	Denied	Parent did not tour facility
Devereux Foundation/Mapleton Campus	Yes	1/23/2018	Accepted	

The parent placed the child at Cato on 11/15/17. The youth has accessed multiple treatment programs prior to placement in MAS at a private day school youth's previous treatments:

- Center for Discovery (residential), May-June 2017
- Kellar Center PHP and IOP June-August 2017
- Wraparound Intensive Care Coordination services with various home-based services
- hospitalization at Children's from September - October 2017 (2 weeks)

The parent has indicated that they will be keeping their child at Calo as it is not recommended that the child experience another transition at this time.

FISCAL IMPACT:

Daily rate \$634.00 (The parents have been granted a Charity Rate Discount at \$415.00 a day. We are seeking this rate.)

Total Anticipate Cost for 12 months of service: \$224,475 at full rate. (Charity Rate Discount should total \$151,475.00)

STAFF:

Barbara Martinez  
Adam Cahuantzi

Memo to the CPMT  
April 27, 2017

CONTRACT INFORMATION ITEM C-2 Contract Changes for FY2019

ISSUE: Current CSA Provider contract periods end on June 30, 2018, impacting all Group Home, Home-Based, Private Day School, Residential Treatment and Treatment Foster Care Services. All current and interested providers are in the process of applying to continue to service the Fairfax-Falls Church Community and CSA eligible youth and families.

Upon CSA Management Team approval of providers and rates, new APOS and appropriate Addenda will be sent to providers previously approved by the CPMT. New providers approved by the CSA Management Team will be presented to the CPMT prior to receiving contracts.

BACKGROUND:

DAHS-CSA Contracts Staff, the CSA Management Team and NOVACO have reviewed contract documents to ensure ease of understanding provider and buyer responsibilities. The resulting changes are minimal.

The notable changes to the FY2019 APOS are:

- Language added to prevent case managers being asked to sign placement agreements.
- Language to include system-wide adoption of the Columbia-Suicide Severity Rating Scale as a system-wide evidence-based tool for the identification of suicide risk.
- Additional language to ensure the Buyer does not pay for ESY when the student does not attend. This is still being negotiated due to the impact on providers when a student is enrolled by their IEP and the parent does not follow through with regular attendance.

Additional minor language changes are noted in the attached chart showing the contract section, the current language, the proposed language, and an explanation for the recommended change. The complete language changes are included in the attached chart.

Attachment

STAFF:

Barbara Martinez

## FY 2019 Contract Language Changes

### Section Specific Changes

Contract Section	Prior Language	New Language	Summary
<b>Agreement for the Purchase of Services</b>	<p>4. OTHER AGREEMENTS:</p> <p>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.</p> <p>B. In the event any provision of the Agreement for Purchase of Services is inconsistent with the placement agreement of the Provider the provisions of the Agreement for Purchase of Services will prevail.</p>	<p>4. OTHER AGREEMENTS:</p> <p>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.</p> <p>B. <i>The Buyer's case managers are not authorized to sign agreements provided by the Provider. The Provider will not request the Buyer's case managers sign any documents or placement agreements that could be construed as a contract. *The Department of Family Services Foster Care and Adoption Case Managers are authorized to sign placement agreements with Treatment Foster Care child placing agencies as they are the legal custodian of the child/youth.</i></p> <p>C. In the event any provision of the Agreement for Purchase of Services is inconsistent with the placement agreement of the Provider the provisions of the Agreement for Purchase of Services will prevail.</p>	<p>Language added to prevent case managers being asked to sign placement agreements.</p> <p>Only DFS can sign placements agreements but are to write "In the event any provision of the Agreement for Purchase of Services is inconsistent with the placement agreement of the Provider the provisions of the Agreement for Purchase of Services will prevail." on the document.</p>

<b>Agreement for the Purchase of Services</b>	5. ACCEPTANCE OF HEALTHY MINDS FAIRFAX SYSTEM OF CARE PRACTICE STANDARDS	E. The CPMT has adopted the Columbia-Suicide Severity Rating Scale as a system-wide evidence-based tool for the identification of suicide risk. Case managers, home-based providers and care coordinators that are working with youth with intensive needs. Staff who work with CSA funded youth are strongly encouraged to complete the C-SSRS training available online at <a href="http://cssrs.columbia.edu/training/training-options/">http://cssrs.columbia.edu/training/training-options/</a> . The live webinars, pre-recorded sessions and video tutorials are made available free of charge by the Columbia Lighthouse Project. All providers are urged to incorporate this rating scale into their practice models and access the on-line training.	New E. to include system-wide adoption of the Columbia-Suicide Severity Rating Scale as a system-wide evidence-based tool for the identification of suicide risk.
	18. RATES.  2. The Provider states that the rates for the services described in this Agreement are not more than those set forth in the State's Service Fee Directory. The negotiated rate is set forth on the Rate Sheet attached hereto and made a part hereof.	2. The Provider states that the rates for the services described in this Agreement are not more than those set forth in the State's Service Fee Directory. The negotiated rate is set forth on the Rate Sheet attached hereto and made a part hereof. <i>Rate sheets are for the period of the contract unless amended due to a change in the agreed upon rate per paragraph I, below.</i>	Additional language to reflect the new contract period and initial rate sheets for the full three year period.
	23. PURCHASE OF SERVICE ORDER: C. CSA Service Authorization 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 of the CPMT. To commence services, Providers must be in receipt of a Purchase of Service Order. In an emergency situation as defined by the Buyer, a Letter of Authorization (LOA) will	23. PURCHASE ORDER: C. CSA Service Authorization 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 of the CPMT. <b>To commence services, Providers must be in receipt of a Purchase Order.</b> If a Provider commences services prior to	Dropped "of Service" because it is titled Purchase Order or PO.  Adding to emphasize risk to provider is start/continue without a PO.

	<p>be provided by the Buyer to commence services prior to provider receipt of a Purchase of Service Order.</p> <p>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.</p>	<p>the receipt of a Purchase Order, they do so at risk of nonpayment for services provided.</p> <p>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 <i>and becomes part of the contract package for the respective child.</i></p>	<p>Deleting, CSA does not provide Letters Of Authorization.</p> <p>Added detail regarding each individual child's "contract".</p>
<p><b>Agreement for the Purchase of Services</b></p>	<p>24. BUYER 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.</p>	<p>24. BUYER TERMINATION OF PURCHASE ORDER: The Purchase 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 Order (PO) 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 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.</p>	<p>Deleted "of Service" to reflect prior change in Paragraph 23.</p>
	<p>36. PERIOD OF CONTRACT: The period of this contract shall be from July 1, 2017 through June 30, 2018. In the event the parties to this Agreement have not reached mutual agreement as to the rates or terms <i>prior to the expiration of this Agreement</i>, this Agreement shall be extended on a month to month basis. If the provider has requested a rate increase per Paragraph 18, the Provider will continue services for the existing enrollment(s)/placement(s) at the</p>	<p>37. PERIOD OF CONTRACT: <b>The period of this contract shall be from July 1, 2018 through June 30, 2021. The County reserves the right to renew this APOS for one three-year period.</b> If the provider has requested a rate increase per Paragraph 18 <i>for any fiscal year during a contract period</i>, the Provider will continue services for the existing enrollment(s)/placement(s) at the current rates until</p>	<p>Changed due to the approval by the CPMT to change the period of contract to a three (3) year period with an option to renew for one (1) three-year period.</p>

<p><b>Agreement for the Purchase of Services</b></p>	<p>current rates until agreement is reached. The Buyer will continue to pay for services for the child(ren) &amp; youth already placed with the Provider at the current rates, or payments can be held at the provider's request, 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, unless the Provider requests payments held until agreement is reached.</p>	<p>agreement is reached. 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, this Agreement shall be extended on a month to month basis. The Buyer will continue to pay for services for the child(ren) &amp; youth already placed with the Provider at the current rates, or payments can be held at the provider's request, 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, unless the Provider requests payments held until agreement is reached.</p>	
<p style="text-align: center;">Addition of clinician name and credentials to all reporting requirements, on ALL Addenda in all references.</p>			
<p><b>Addendum A: Special Education and Related Services</b></p>	<p>3. ATTENDANCE:</p> <ul style="list-style-type: none"> <li>a. The Provider shall maintain monthly attendance records which shall be submitted to the FCPS-Multi-Agency Services (FCPS-MAS) or FCCPS Contract Services within five (5) days after the end of each calendar month.</li> <li>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/FCCPS regarding pre-approved absences and the method of documenting student attendance.</li> <li>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.</li> <li>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 eighteen.) Code of Virginia 22.1-254.</li> </ul>	<p>3. ATTENDANCE:</p> <ul style="list-style-type: none"> <li>c. The Provider shall maintain monthly attendance records which shall be submitted to the FCPS-Multi-Agency Services (FCPS-MAS) or FCCPS Contract Services within five (5) days after the end of each calendar month.</li> <li>d. 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/FCCPS regarding pre-approved absences and the method of documenting student attendance.</li> <li>e. The Provider should document the interventions attempted to ensure that the student attends school regularly before referring the case to a school attendance officer.</li> <li>f. After five unexcused school absences, the Provider</li> </ul>	

	<p>e. In the event the child is absent without authorization for more than seven (7) consecutive calendar days, the Provider must get written authorization from the Buyer's case manager to hold the placement open. The Buyer will discontinue payment for education and other services as of the fourteenth (14th) consecutive calendar day of the unauthorized absence.</p> <p>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.</p> <p>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 Buyer's case manager. Longer holds will be negotiated on a case-by-case basis.</p> <p>h. If the school is closed due to inclement weather and other emergencies, the school may invoice for the day of the make-up, not the day of the closure.</p>	<p>may consider referring the student for attendance violations if the student is of compulsory attendance age (five to eighteen.) <u>Code of Virginia 22.1-254.</u></p> <p>g. In the event the child is absent without authorization for more than seven (7) consecutive calendar days, the Provider must get written authorization from the Buyer's case manager to hold the placement open. The Buyer will discontinue payment for education and other services as of the fourteenth (14th) consecutive calendar day of the unauthorized absence.</p> <p>h. 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.</p> <p>i. 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 Buyer's case manager. Longer holds will be negotiated on a case-by-case basis. <b><i>Absences in Extended School Year services are addressed in paragraph "i."</i></b></p> <p>j. If the school is closed due to inclement weather and other emergencies, the school may invoice for the day of the make-up, not the day of the closure.</p> <p>k. <b><i>If a child is attending extended school year services (ESY), they Buyer will purchase services from the Provider for the days the student is in attendance for ESY. Buyer can invoice for absences up to 2 days during ESY. Any absences beyond 2 days shall not be submitted for payment by the Provider during ESY.</i></b></p>	<p>Additional language to ensure the Buyer does not pay for ESY when the student does not attend beyond two absences.</p>
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<p><b>Addendum B: Congregate and Residential Services</b></p>		<p>2. SERVICE/TREATMENT PLAN: C. The monthly report submitted on the Provider's letterhead shall include the following: 1) Provider's legal name, email, and phone number. (Including clinician name and credentials.)</p>	<p>Addition of clinician name and credentials to all reporting requirements, on ALL Addenda in all references.</p>
<p><b>Addendum B: Congregate and Residential Services</b></p>	<p>IV. REIMBURSEMENT FOR SERVICES: 3. PROVIDER MEDICAID SERVICES: D. The Buyer is responsible for providing the <u>certificate of need from the FAPT</u>, an Individual Family Service Plan (IFSP) a complete copy of the DSM-V diagnosis, a completed CANS rating, and a placement assessment in a timely manner to assist the Provider with submission of documentation within the time frames required by Medicaid. Providers should contact the Medicaid Analyst with the County's Federal Reimbursement Unit at (703) 324-7120 to request the above information.</p>	<p>D. The Buyer is responsible for providing an Individual Family Service Plan (IFSP), a complete copy of the DSM diagnosis, a completed CANS rating, and a placement assessment in a timely manner to assist the Provider with submission of documentation within the time frames required by Medicaid. Providers should contact the Medicaid Analyst with the County's Federal Reimbursement Unit at (703) 324-7120 to request the above information.</p>	<p>remove line about providing CON from FAPT</p>
<p><b>Addendum C: Home-Based Services</b></p>	<p>2. SERVICE/TREATMENT PLAN:</p>	<p>C. The service/treatment plan shall include the following components: 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) <i>The child and family team shall review/revise crisis plans as applicable and document if it was only reviewed and not revised following a serious incident</i> 4) Estimated # of contact hours and frequency of contacts per week 5) <i>Plan to transition youth to less restrictive and natural supports</i> 6) Plan signed by provider, Buyer's CM, youth,</p>	<p>Clarification of expectation.</p>

		youth's family member	
<b>Addendum C: Home-Based Services</b>	<p>4. MONTHLY PROGRESS REPORTING</p> <p>C. The monthly report submitted on the Provider's letterhead shall include the following:</p> <ol style="list-style-type: none"> <li>1) Provider's legal name, email, and phone number</li> <li>2) Home-based worker's legal name, credentials, email and phone number</li> <li>3) Identifying client information to include name of youth and family</li> <li>4) Progress on goals; Progress towards discharge/transition</li> <li>5) Significant incidents affecting the youth</li> <li>6) Change in providers/agencies/services</li> <li>7) Current functioning in major life domains (e.g., school, home, community, legal)</li> <li>8) Dates of service</li> <li>9) Duration/times of service</li> <li>10) Location of service</li> <li>11) Individuals present for service</li> <li>12) Itemize administrative/indirect vs. direct service hours</li> <li>13) Hours of service remaining on current authorization the home-based counselor in addressing the identified needs?</li> </ol>	<p>C. The monthly report submitted on the Provider's letterhead shall include the following:</p> <ol style="list-style-type: none"> <li>1) Provider's legal name, email, and phone number</li> <li>2) Home-based worker's legal name, <i>credentials</i>, email and phone number</li> <li>3) Identifying client information to include name of youth and family</li> <li>4) Progress on goals</li> <li>5) <i>Progress towards transition go less restrictive and natural supports</i></li> <li>6) Significant incidents affecting the youth</li> <li>7) Change in providers/agencies/services</li> <li>8) <i>Change in medication</i></li> <li>9) Current functioning in major life domains (e.g., school, home, community, legal)</li> <li>10) Dates of service</li> <li>11) Duration/times of service</li> <li>12) Location of service</li> <li>13) Individuals present for service</li> <li>14) Itemize administrative/indirect vs. direct service hours</li> <li>15) Hours of service remaining on current authorization</li> <li>16) <i>Description of interventions used by the home-based counselor in addressing the identified needs?</i></li> <li>17) <i>Description of collaborative efforts in working with previous, current, and planned aftercare providers</i></li> </ol>	Clarification of necessary reporting details.
<b>Addendum C: Home-Based Services</b>		D. The above reporting requirements do not apply to supervised visitation services. All visitation services require the Department of Family Services Visitation Report Form and are required to follow the Department of Family Services, Children, Youth and Families Visitation Policy. (Provided to visitation supervision	Address the different requirement for supervised visitation from Home Based Services

		providers upon request.)	
<b>Addendum D: Treatment Foster Care Services</b>			No Changes