

Contract Template for Family First Prevention Services and/or CSA Evidence-Based Services

- I. PARTIES:** This Contract is entered into by the *[Insert Name of the Service Provider]*, hereinafter called the “Provider” and the *[Insert Name of the Local Department of Social Services and/or Locality (CSA Program)]* called the “Purchasing Agency.”
- II. PURPOSE:** The purpose of this Contract is the Provider to deliver specified evidence-based services to children, youth and families referred by the Purchasing Agency
- III. PERIOD OF CONTRACT:** This Contract shall become effective on July 1, 2021 and continue until June 30, 2022.

If this agreement is terminated, the Purchasing Agency shall be liable only for payment for services rendered before the effective date of termination.

The Contract documents shall consist of:

- 1) This signed form
- 2) The attached description which consists of:
 - a. The scope of services
 - b. Deliverables, Pricing and Payment Terms, and
 - c. The Terms and Conditions.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

PROVIDER:

PURCHASING AGENCY:

BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

I. SCOPE OF SERVICES (*Purchasing Agencies should select the Scope of Services for one or more of the three evidence-based services to include in the Contract with this provider*)

A. 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.

B. 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.

C. 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.

II. SPECIFIC TERMS AND CONDITIONS¹

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

The Service Provider will:

1. 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.**
2. 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.**
3. 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.**
4. Ensure they maintain a continuous quality improvement (CQI) process, including continuous monitoring of fidelity to the evidence-based model.*
5. Create a referral process for LDSS and/or CSA programs and respond to any request for service within three business days.***
6. Communicate with LDSS and/or CSA programs on a monthly basis regarding capacity to receive additional referrals.***
7. 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.*
8. 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 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.
 - i. 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.**

¹ *This requirement is specific to contracts issued on behalf of the LDSS for title IV-E reimbursement.

** This requirement is applicable to both LDSS contracts and those for CSA-funded services.

*** This requirement is strongly suggested to include in contracts

- b. Participate in court hearings as requested/necessary***
9. 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.***
 10. 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
 11. 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.

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

III. GENERAL TERMS AND CONDITIONS

- A. **AUDIT:** The Provider shall retain all books, records, and other documents relative to this Contract for three years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, federal and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **APPLICABLE LAWS AND COURTS:** This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **AUTHORITIES:** Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services contained herein. Furthermore, the Contractor shall not assign, sublet, or sub-contract any work related to this agreement or any interest it may have herein without the prior written consent of VDSS.
- D. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the LDSS and/or local CVSA programs shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- E. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Provider assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this Contract, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Providers who utilize, access, or store personally identifiable information as part of the performance of a Contract are required to safeguard this information and immediately notify the Purchasing Agency of any breach or suspected breach in the security of such information. Providers shall allow the Purchasing Agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Providers and their employees working under this Contract may be required to sign a confidentiality statement.
- F. **CHANGES TO THE CONTRACT:** The parties may agree in writing to modify the scope of the Contract. Any changes, including any increase and/or decrease to price shall be based upon mutual agreement of both parties and shall be in the form of a written modification prior to the implementation of said change.
- G. **CONTRACT ADMINISTRATION:** Upon execution, the Purchasing Agency will designate an individual(s) as an authorized representative, the Purchasing Agency Contract Administrator, to administer all services performed in conjunction with this Contract. As the Purchasing Agency Contract Administrator is, in the first instance, the interpreter of the conditions of the Contract. and the judge of its performance, the Contract Administrator will use all powers under the Contract to enforce its faithful performance. The Purchasing Agency Contract Administrator or designated official will determine the amount, quality, acceptability, and fitness of all aspects of

the services and will decide all other questions in connection with the services. The Contract Administrator, inspector, or designated official, will have no authority to approve changes in the services which alter the CONTRACT terms or price. Any Contract modifications made must first be authorized by the VDSS Procurement office and issued as a written modification to the Contract..

- H. CONTRACTOR RIGHTS TO USE MATERIALS:** The Contractor is hereby granted a royalty-free, non-exclusive and irrevocable license in perpetuity to reproduce, publish or otherwise use the Intellectual Property for noncommercial purposes. Such rights shall include, but are not limited to the right to claim credit as the original author of the Intellectual Property, the right to use and authorize others to use the Intellectual Property in research and for preparation of teaching materials for noncommercial use, and the right to transfer to publishers the copyrights in scholarly publications and textbooks that include an insubstantial portion of the Intellectual Property.
- I. 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.

- J. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written Contract with the (_____ LDSS and/or local 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.
- K. 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 faith-based 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.

- L. SUBCONTRACTS:** No portion of the work shall be sub-contracted without prior written consent of the Purchasing Agency.
- M. TERMINATION OF AGREEMENT:** This agreement may be terminated in whole or in part as follows (See §2 CFR 200.339):
1. Either party may terminate this Contract at any time upon 30 days written notice to the other party. The written notification must set forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. Partial termination of the Scope of Services can only be undertaken with the prior approval of the Purchasing Agency.
 2. The Purchasing Agency may terminate this Agreement, in whole or in part at any time, if the Provider fails to comply with federal statutes, regulations, or terms and conditions of the Contract. Upon receipt of a notice of termination, the Provider shall stop all work and the Purchasing Agency will cease all payments. The termination decision may be considered by the Purchasing Agency in evaluating future applications submitted by the Provider.
- P. RENEWAL OF CONTRACT:** This Contract shall be renewable for two (2) additional one-year periods at the mutual desire of the parties.
- R. SERIOUS INCIDENT REPORTING:** The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which is related to youth referred by the Purchasing Agency. 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 wellbeing of the youth.
1. 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 designated case manager of the referring agency of each youth involved. Within 48 hours of the serious incident, the Provider shall complete and submit to the case manager of the referring agency for each youth involved a written report.
 2. The written report of the serious incident shall provide a factual, concise account of the incident and include:
 - a. Name of 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'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; 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.

- b. Separate reports should be completed and submitted for each child/youth involved and referred by the Purchasing Agency. The Provider is responsible for ensuring the confidentiality of the parties involved in the incident.
 - c. In the event the case manager of the referring 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.
- S. **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 Purchasing Agency as an additional insured, and shall furnish the Purchasing Agency with a certificate of insurance prior to commencing work upon any Purchase Order 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:
- 1. 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.
 - 2. Contractual liability broad form insurance shall include the indemnification obligation set forth in this contract.
 - 3. 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.
 - 4. 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.
 - 5. Professional liability insurance with a minimum of liability for \$2,000,000.

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 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.

T. INDEMNITY: Contractor agrees to indemnify the Commonwealth of Virginia, its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered