



COMMONWEALTH of VIRGINIA

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COMMISSIONER

DEPARTMENT OF
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VIRGINIA PART C EARLY INTERVENTION LOCAL CONTRACT STATE FISCAL YEAR (SFY) 2023

Contract Number: 720-4955-16

This contract entered into, by **CITY OF HAMPTON** hereinafter called the “Contractor and/or the Local Lead Agency” and Commonwealth of Virginia, **Department of Behavioral Health and Developmental Services** hereafter called the “DBHDS and/or the Purchasing Agency.”

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: July 1, 2022 – June 30, 2023 and renewable in accordance with Section 7.4.

COMPENSATION AND FUNDING: (See Section 10.0 for detailed funding information.)

The contract documents shall consist of:

- (1) This signed form;
- (2) Documents stated in Sections 1.0 – 11.0; to include Attachments A, B, C, and D.

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

CONTRACTOR: CITY OF HAMPTON	PURCHASING AGENCY: Department of Behavioral Health and Developmental Services
SIGNATURE:	SIGNATURE:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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1.0 DEFINITIONS

Administrative Expenses - Operational costs incurred by the Local Lead Agency as a result of administering the local Part C Contract (e.g. fiscal management, development of contracts with providers).

American Rescue Plan Act (ARPA) – One-time COVID relief funds received from the United States Department of Education for Early Intervention Part C.

Certification Process - A required process for all Part C service coordinators and providers, with the exception of physicians, audiologists and registered dietitians. Initial certification includes the completion of the Early Intervention Training Modules with an accuracy rate of at least 80%, completion of a required application, review of licensure and approval of the certification. Recertification is required every three years and includes completion of a required application, review of licensure, documented completion of a minimum of thirty-hours (30) of continuing education related to early intervention and approval of the certification. Providers may not provide Part C services without the approved current certification.

Data Verification - Process by which the DBHDS reviews and verifies the accuracy of data received from the Local Lead Agency to meet Federal and State reporting requirements.

Days – As used within this Contract, refers to calendar days unless clearly specified otherwise.

Determination - A part of Virginia’s General Supervision and Monitoring System identified through Part C of the Individuals with Disabilities Education Act (IDEA), as amended, (“Part C of IDEA,” “Part C,” or “IDEA”) (20 U.S.C.§1416(d)), requiring the DBHDS to review and analyze Local Lead Agency data results on Virginia’s Monitoring Indicators, (including the history, nature and length of time of any reported noncompliance, and any evidence of correction), monitoring visits and any other public information, to determine annually if the Local Lead Agency (i) meets the requirements and purposes of Part C of IDEA; (ii) needs assistance in implementing the requirements; (iii) needs intervention in implementing the requirements; or (iv) needs substantial intervention in implementing requirements of Part C of IDEA.

Direct Services – A budget category based on the services designated by federal requirements under IDEA. The services included as budget line items are Assistive Technology Devices; Audiology; Eligibility Determination; Assessment for Service Planning; Counseling; Health; Nursing; Nutrition; Occupational Therapy; Occupational Therapy – Assistive Technology Services; Physical Therapy; Physical Therapy – Assistive Technology Services; Psychology; Service Coordination; Service Coordination – Targeted Case Management; Social Work; Developmental Services (formerly called Special Instruction); Speech Language Pathology; Speech Language Pathology – Assistive Technology Services; Transportation; Vision; and other entitled Part C services (i.e., services that may be entitled through the Individualized Family Service Plan process but are not listed above). Part C of IDEA requires the following to be provided at no cost to families: Child Find, Service Coordination, Eligibility Determination and Assessment, Individualized Family Service Plan (IFSP) development and procedural safeguards.

Early Intervention Services – Services provided through Part C of IDEA (20 U.S.C.§1431 et seq.) that are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child’s development and provided to children from birth to age three.

Eligibility – Children from birth to age three are eligible for early intervention services in the Commonwealth of Virginia if they have one or more of the following: (i) a twenty-five percent developmental delay in one or more areas of development, (ii) atypical development, or (iii) a diagnosed physical or mental condition that has a high probability of resulting in a developmental delay.

Enforcement Actions – A part of Virginia’s General Supervision and Monitoring System identified through Part C of IDEA (20 U.S.C. §1416(a), (e)(1)-(3), (5); 1442), requiring DBHDS to monitor implementation of the Individuals with Disabilities Education Act and to make determinations annually about the performance of each Early Intervention System as outlined in 34 C.F.R. § 303.700(a)(2) and

enforce Part C requirements consistent with 34 C.F.R. § 303.700(a)(3) using appropriate enforcement mechanisms.

Family-Centered Practices – A way of planning and providing early intervention services in which families are involved in all aspects of decision-making, families’ cultures and values are respected, and families are provided with accurate and sufficient information to be able to make informed decisions. Family-centered practices include establishing an active parent-provider partnership; considering family routines, activities and natural settings throughout the early intervention process (from child find, intake, assessment, IFSP development, and delivery of entitled services through transition); keeping the focus of early intervention supports and services on increasing the child’s participation in family and community activities identified by the family; and supporting the family in identifying learning opportunities and enhancing their child’s development.

Family Survey – A professional survey which is nationally validated and administered to families for the purpose of collecting Family Outcomes Data as required by the Office of Special Education Programs (OSEP) for the State Performance Plan as well as for improvement planning and monitoring.

Fidelity Assessment – A process for measuring the extent to which an evidence-based practice is being implemented as intended.

Fiscal Monitoring and Verification Process - The procedures and mechanisms used by DBHDS to ensure each Local Lead Agency has procedures that are reasonably designed to ensure:

1. The timely obligation and use of IDEA funds at the local level; and
2. The use of IDEA funds at the local level are in accordance with the Section 4.0 Fiscal Assurances of this Contract.

Focused Monitoring - A process that purposefully selects priority areas to examine for compliance/results while not specifically examining other areas for compliance to maximize resources, emphasize important variables and increase the probability of improved results. (Definition adopted by the National Center for Special Education Accountability Monitoring (NCSM) National Advisory Board).

General Supervision and Monitoring System – The procedures and mechanisms used by DBHDS to ensure compliance with all requirements of Part C of IDEA, adherence to State requirements related to Part C, and continuous quality improvement by each Local Lead Agency, its employees and/or contracted providers.

Improvement Plan – A written plan developed by a local Part C system in collaboration with Infant & Toddler Connection Technical Assistance and/or Monitoring Consultants with explicit strategies and activities which serves as a mechanism to ensure:

1. Correction of noncompliance as soon as possible but not more than one year from the date of notification of noncompliance; and/or
2. Improved performance on results indicators; and/or
3. Correction or improvement of policies, practices, procedures and/or results identified through other monitoring, technical assistance or dispute resolution activities.

Individualized Family Service Plan (IFSP) – A written plan, as required by Part C of IDEA, to ensure the provision of needed Part C early intervention services to eligible infants and toddlers and their families. The IFSP:

1. Is developed jointly by the family and appropriate qualified personnel providing early intervention services;
2. Is based on the multidisciplinary assessment of the child in all developmental domains, including vision and hearing, as well as the child’s functional abilities in the areas of social relationships, acquiring and using knowledge and skills, and using appropriate behaviors to meet needs, which

identifies his unique needs, and the assessment of the resources, priorities and concerns of the child's family and the family's routines as determined by the family;

3. Includes outcomes, strategies, and supports and services necessary to enhance the development of the child and the capacity of the family and other caregivers to meet the special needs of the child; and
4. Contains all of the required elements as specified in Chapter 7 of the Infant & Toddler Connection of Virginia Practice Manual.

Local Interagency Coordinating Council (LICC) – Entities established on a statewide basis by DBHDS, in consultation with the Virginia Interagency Coordinating Council (VICC), to enable early intervention service providers to establish working relationships that will increase the efficiency and effectiveness of early intervention services.

The membership of the LICCs, as established by Virginia Code § 2.2-5305, shall include designees from the following agencies: community services boards, departments of health, departments of social services, and local school divisions. These designees shall designate additional council members as follows: at least one parent representative who is not an employee of any public or private program that serves infants and toddlers with disabilities; representatives from community providers of early intervention services; and representatives from other service providers as deemed appropriate. Every county and city may appoint a representative to the respective local interagency coordinating council.

The duties of LICCs, as specified in Virginia Code § 2.2-5305, shall include advising and assisting the Local Lead Agency in the following:

1. Identifying existing early intervention services and resources;
2. Identifying gaps in the service delivery system and developing strategies to address these gaps;
3. Identifying alternative funding sources;
4. Facilitating the development of interagency agreements and supporting the development of service coalitions;
5. Implementing policies and procedures that will promote interagency collaboration;
6. Developing local procedures and determining mechanisms for implementing policies and procedures in accordance with state and federal statutes and regulations; and
7. Selecting the Local Lead Agency pursuant to Virginia Code § 2.2-5304.1.

Local Lead Agency – a public or private agency selected by the LICC that, under contract with DBHDS, administers local Part C funds and fulfills the requirements of the Local Contract for Participation in Part C. Due diligence will be used to first identify a public local lead agency. If no public agency can be identified, a Request for Proposals will be issued and a private agency may be selected. If the local interagency coordinating council is unable to select a local lead agency, the state lead agency shall assist in making the determination.

Local Part C System – The local Part C system includes, but is not limited to, the Local Interagency Coordinating Council, the Local Lead Agency, the Local Part C System Manager, local participating agencies and providers, and family members.

Local Part C System Manager - Individual employed by the Local Lead Agency to coordinate and provide oversight for the local Part C system.

Local Participating Agency or Provider – Any public agency, or its contracting agency or individual provider, that provides early intervention supports and services, or other activities according to the *Requirements for Virginia's Early Intervention System* found at 12 VAC35-225 et.seq., to Part C-eligible children and their families; or another public or private agency or provider that agrees to do so by interagency agreement, memorandum of understanding, or letter of agreement.

Natural Environments – Settings that are natural for a child’s age peers who have no disabilities and include a variety of activities and routines, which are typical for the child and family within the context of their daily lives and community.

Public Agency – Any department, authority, board, post, commission, division, institution, committee, office, entity or political subdivision, including local governing bodies, created by law to exercise some sovereign power or to perform some governmental duty, and empowered by law to undertake the prescribed activities.

Public Reporting - A part of Virginia’s General Supervision and Monitoring System through Part C of IDEA (20 U.S.C. § 1416(b)(2)(C), 34 C.F.R. § 303.702), requiring the summation of monitoring data about the performance of each Local Lead Agency related to Virginia’s targets established for each applicable indicator in the State Performance/Annual Performance Plan. This information must be reported and made available annually and through public means including, but not limited to, posting on the Infant & Toddler Connection of Virginia web page (<https://iteva.online>).

State Early Intervention Data System - Secure, cloud-based data entry system called TRAC-IT for collecting, tracking and reporting child-specific data and aggregated data on all children served under Virginia’s Part C early intervention system

System Operations – A budget category that includes the direct line items of System Management, Data Collection, Training, Public Awareness/Child Find, and Other System Costs.

Training and Technical Assistance – Training, interpretation, advice and guidance provided to local Part C systems and Part C personnel to enable the local Part C system to attain and maintain compliance with federal and state Part C requirements and strengthen the local system of supports and services to improve results for eligible infants, toddlers and their families.

Virginia’s Monitoring Indicators - Indicators established by the Office of Special Education Programs (OSEP) designed to evaluate the performance of each local Part C system as outlined in the State Performance Plan and reported on in the Annual Performance Report.

2.0 SCOPE OF WORK

2.1 Local Lead Agency

2.1.1. FISCAL

The Local Lead Agency, with the advice and assistance of the LICC, shall:

- a. Purchase, contract for, and/or provide services and disburse funds in accordance with the local interagency Part C budget approved by the DBHDS. The Local Lead Agency shall:
 - (1) Ensure adherence to its own requirements, as well as those of the DBHDS, including Part C of the Individuals with Disabilities Education Act (IDEA) for managing funds – including audits, hiring of personnel, and complying with the [Virginia Public Procurement Act](#) when contracting for services, other Part C functions, and/or purchasing supplies/equipment.
 - (2) Provide accurate and detailed information to other local agencies/programs or the LICC, as appropriate regarding its requirements, as well as those of DBHDS, for procuring services and disbursing funds in order to facilitate interagency decisions and recommendations for use of funds within given parameters.
 - (3) Include a requirement for compliance with all federal and state Part C regulations and requirements and local Part C Policies and Procedures in all of its contracts with Part C service providers.

- (4) Include a requirement for compliance with the *Infant & Toddler Connection of Virginia Practice Manual* in all of its contracts with Part C service providers. The Manual can be found in the Resource Library at: <https://itcva.online>.
- (5) Monitor all of its contracts with Part C service providers for compliance with all federal and state regulations and requirements and local Part C Policies and Procedures.
- (6) Monitor all of its contracts with Part C service providers for compliance with the *Infant & Toddler Connection of Virginia Practice Manual*.
- (7) Obtain written prior approval from the Part C Administrator of DBHDS for the purchase of equipment, using Part C federal or state funds, costing \$5,000 or more.
- (8) Specify responsibility for obtaining the physician certification for children with Medicaid/FAMIS coverage within the required period of time as set forth in Chapter IV of the Early Intervention Medicaid Manual, which states that a physician, physician's assistant, or nurse practitioner must authorize the IFSP within 30 days after the first IFSP service begins, not including service coordination.
- (9) Specify responsibility for ongoing verification of Medicaid/FAMIS coverage and the Medicaid EI benefit (at least once a month) as specified in the *Infant & Toddler Connection of Virginia Practice Manual, Chapter 8*.**
- (10) Specify fiscal responsibility for when Medicaid/FAMIS reimbursement is not available:
 - (a) Due to failure to obtain the physician's certification within the required period of time as set forth in Chapter IV of the Early Intervention Medicaid Manual. If an IFSP is not signed by the physician, physician's assistant, or nurse practitioner within 30 days of the first IFSP service other than service coordination, then services provided prior to the date the IFSP is certified (by the physician, physician's assistant, or nurse practitioner) will not be reimbursed by Medicaid or Part C;
 - (b) Because requirements for notification to the system manager/service coordinator of Medicaid/FAMIS coverage and the Medicaid EI benefit (for entry in the state early intervention data system and/or notification to the Infant & Toddler Connection of Virginia office) are not met as specified in the *Infant & Toddler Connection of Virginia Practice Manual*; or
 - (c) Due to failure of practitioner(s) to maintain required qualifications including discipline specific qualifications and early intervention certification requirements.

b. Prepare and submit all reports required by the DBHDS. The Local Lead Agency, shall:

- (1) Prepare and submit Part C expenditure reports (Attachment B –Expenditure Report Forms) that reflect expenditures incurred during the fiscal year (07/01/22 – 06/30/23). **The expenditure reports shall be due on the dates listed below. If an expenditure report is submitted later than 15 days following the due date, the DBHDS shall suspend payments to the Local Lead Agency until the report is received in accordance with this Contract. Funding shall be brought up to date on the next payment once the report is received, verified for accuracy and completeness, and approved.**
 - (a) Report and submission deadlines are as follows:

Mid-Year Report (07/01/22 thru 12/31/22) Due February 15, 2023

End-of-Year Report (07/01/22 thru 06/30/23) Due August 15, 2023

Regular Part C grant funding and ARPA funding are due on the same date, but must be reported separately.

- c. Regular Grant federal Part C funds awarded during the prior SFY 2022 Local Part C Contract that are left unexpended at June 30, 2022 shall be obligated and expended during the period of July 01, 2022 through September 30, 2022. Any unspent SFY 2022 federal Part C funds after September 30, 2022 shall be reported on a Federal Balance Report (Attachment B – Federal Balance Report) and returned to the Office of Grants Management of the DBHDS as directed by the DBHDS Fiscal Office. The Federal Balance Report shall be due on the date listed below. ARPA funds awarded during the prior SFY 2022 Local Part C Contract that are unexpended at June 30, 2022 may be carried over and expended through September 30, 2023.

Federal Balance Report (07/01/22 thru 09/30/22) Due November 15, 2022

- d. Within the local Part C allocation award amount, and in accordance with DBHDS requirements and procedures, prepare and submit the budget and budget revisions.
- (1) Administrative costs may not exceed 5% of the total state and federal Part C allocation for the entire year.
 - (2) The Local Lead Agency, in collaboration with the LICC may make budget revisions of any amount **within** a budget category without prior approval of the DBHDS. The budget categories are System Operations and Direct Services. (See definitions). The Local Lead Agency, in collaboration with the LICC, also may revise up to 10% of its budget between categories without the prior approval of DBHDS. When seeking to move funds between budget categories, where revisions, either singular or cumulative, exceed 10% of the amount of this contract, a request shall be submitted in writing to the DBHDS Part C Technical Assistance Consultant and must be approved prior to the use of funds for newly proposed expenses. These revisions shall be indicated on all subsequent expenditure reports, in accordance with DBHDS requirements.
- e. Ensure billing for, and collection of, all potential reimbursement sources (Medicaid, Tricare, private insurance and family fees) in accordance with the Family Cost Share Practices in the *Infant & Toddler Connection of Virginia Practice Manual* prior to utilizing Part C funds as payor of last resort. The local lead agency shall: 1) complete all billing and collection of family fees and insurance reimbursements, 2) contract with a single entity to bill for and collect all family fees and insurance reimbursements for the local Part C system, or 3) assign the billing and collection of the family fee and insurance reimbursement to a specific agency/provider for each child.
- f. Make available Part C funds to ensure access to and maintenance for all necessary resources, including equipment and personnel, in accordance with DBHDS requirements to ensure: a) communication with the state office (e.g., email and Internet access); b) the completion of all necessary written activities for compliance with this Contract; and c) the management of data required under Virginia’s Part C General Supervision and Monitoring System and as part of the state early intervention data system. Part C funds budgeted for this purpose shall be reflected in the Data Collection line item of the local Part C budget.
- g. Return unspent Federal Part C funds to the Office of Grants Management of the DBHDS as directed by the DBHDS Fiscal Office. State dollars that are unspent may be carried over and spent through June 30, 2024. ARPA funds are reported separately and may be retained for expenditure through September 30, 2023.
- h. Notify the Early Intervention Program Manager, in writing, of anticipated budget shortfalls, including supporting documentation of need, specific reasons for need and efforts to secure other available funding, upon the identification of the potential financial need. The written notification shall include the signatures of the local system manager, executive director and fiscal personnel.

Once the contract has been fully executed, the Purchasing Agency will provide the contact information for the Early Intervention Program Manager.

- i. Provide accurate and detailed fiscal information to the LICC including, but not limited to, budgets; expenses and revenues, including third party payments; and family fees when asking for advice and assistance from the LICC related to fiscal matters.
- j. Keep financial records and afford access to those records as the State may find necessary to assure the accuracy of reports and proper disbursement of funds provided under Part C.

2.1.2. ADMINISTRATION

The Local Lead Agency shall, with the advice and assistance of the LICC:

- a. Establish and administer a local system of early intervention services in accordance with Virginia Code § 2.2-5304.1 that meets all federal Part C requirements and the *Requirements for Virginia's Early Intervention System* found at 12 VAC 35-225 et.seq.
- b. Employ a Local Part C System Manager whose roles and responsibilities shall include, but are not limited to the following:
 - (1) Serving as a liaison between the local Part C system and the State Lead Agency, DBHDS;
 - (2) Serving as a liaison between the Local Interagency Coordinating Council and the Local Lead Agency;
 - (3) Clearly describing and explaining the service delivery considerations associated with individualizing Part C early intervention supports and services in everyday routines, activities and places to a wide variety of people;
 - (4) Working in partnership with families, agencies and professionals to maintain a local service delivery system that provides individualized, family-centered supports and services for all eligible children and their families;
 - (5) Providing oversight of local service delivery, including service delivery administered by contract providers, and monitoring trends related to supports and services, and frequency, length and changes in services for individual children to ensure supports and services are individualized to meet each child's and family's needs;
 - (6) Assisting the Local Lead Agency in continuously monitoring projected Part C expenditures and projected revenue based upon active IFSPs and available reimbursement sources;
 - (7) Working in partnership with the DBHDS to ensure compliance with federal and state regulatory requirements; including monthly monitoring by the local system to assure timely initiation of services and the 45 day timeline; at least quarterly reviews of records to assure that transition requirements are met; and at least quarterly monitoring of timelines and accuracy of data;
 - (8) Facilitating continuous local system improvement through collection, use and interpretation of data (e.g. record reviews, state early intervention data system, etc.), including at least quarterly review of sufficient records that verify that all practitioners, including service coordinators and contracted staff, are correctly implementing eligibility requirements, assessment and evaluation requirements, IFSP requirements, procedural safeguard requirements, documentation requirements and providing evidence based supports and services;
 - (9) Assisting the Local Lead Agency in completing local contract requirements;
 - (10) Participating in training and technical assistance provided by DBHDS including, but not limited to Regional Technical Assistance Meetings; State Leadership Trainings;

teleconferences and webinars; and reading the Infant & Toddler Connection of Virginia Technical Assistance Updates and periodic memos and emails from DBHDS, sharing with contract providers as appropriate;

- (11) Completing all of the early intervention certification modules with at least 80% proficiency;
 - (12) Monitoring that all practitioners providing early intervention services have the appropriate and current Early Intervention Certifications as well as current discipline-specific licensure or certification (as applicable);
 - (13) Managing access to the state early intervention data system for organizations and independent contractors affiliated with the local system and practitioners employed by the local lead agency;
 - (14) Ensuring that access to the state early intervention data system is ended or their user role is updated when an employee's or organization's role changes or they no longer require access to the state early intervention data system;
 - (15) Ensuring a mechanism for securely submitting Personal Health Information (PHI) to DBHDS, if needed outside the state early intervention data system; and
 - (16) Ensuring a process and oversight for receiving electronic referrals from the Virginia Department of Health's Virginia Early Hearing Detection and Intervention (VEHDI) system and, with parental consent, reporting back regarding whether a child was enrolled or declined Part C Early Intervention Services.
- c. Ensure that local practices are in compliance with the *Requirements for Virginia's Early Intervention System* found at 12 VAC35- 225 et.seq., the *Infant & Toddler Connection of Virginia Practice Manual*, and Federal Part C regulations at 34 C.F.R. Part 303 regarding accessing all appropriate sources of funding and services prior to the use of State and, lastly, Federal Part C funds for early intervention services or activities. Based upon local availability, accessibility and individual requirements, those funding sources may include, but are not limited to the following:
- (1) Medicaid/FAMIS — Medicaid/FAMIS eligible children must receive early intervention services from Medicaid enrolled providers through the Medicaid Early Intervention Services Programs. Other services may be covered based on eligibility and other factors through other Medicaid programs including, but not limited to waivers, and Early Periodic Screening, Diagnosis and Treatment (EPSDT).
 - (2) Maternal Child Health;
 - (3) TRICARE;
 - (4) State General Funds;
 - (5) Local government funds;
 - (6) Private funds, including private third party insurance with parental permission;
 - (7) Donations;
 - (8) Family fees; and
 - (9) All other locally identified sources of funding that apply to Part C services.
- d. Develop and implement written local procedures as follows:

- (1) Public awareness and child find procedures that address the methods to be used for planning and distributing public awareness information and the roles of agencies and individuals in the community involved in public awareness activities;
 - (2) A procedure for parents or a representative of the parent to inspect and review the child's record(s) collected, maintained or used for Part C; and
 - (3) A procedure for maintaining a record access log.
- e. Develop, evaluate and revise as needed, local interagency agreements, contracts and memoranda of understanding, at least annually, to ensure inclusion of terms and conditions that require all local public and private participating agencies/providers to comply with federal and state Part C requirements when providing Part C supports and services;
- f. Facilitate development and implementation of local interagency agreement(s), contract(s), and/or memoranda of understanding with additional local public and private agencies/providers, as necessary, in order to fill gaps in services and ensure access to all potential payors in accordance with the payor of last resort provision of Part C of IDEA;
- (1) Local Lead Agencies shall allow families to have access to any certified practitioner in the family's payor network and working in the local system area, contracting or otherwise arranging for services with the selected provider if needed, to allow for exchange of Part C funds.
- g. Develop and implement local mechanisms to meet the Part C fiscal assurances listed in Section 4.0 of this Contract, including review and revision as needed;
- h. Develop or review and revise, as needed, the list of locally-identified potential formal and informal resources and supports within the community and add, as necessary, formal resources and supports (e.g. third party payors, local participating agencies/providers, community organizations such as Head Start, Early Impact Virginia, etc.) to local early intervention systems in order to ensure that the payor of last resort provisions of Part C of IDEA are met and to increase service capacity;
- i. Ensure completion of fidelity assessment requirements as follows:
- (1) Practitioners, except those that provide service coordination or eligibility determination/assessment only, who are hired by or contract with a local Infant & Toddler Connection system on or after October 01, 2017 must, in each of their first two years in the Infant & Toddler Connection of Virginia, complete at least two (2) self-assessments and be observed at least once by a qualified observer.
 - (2) Submit annually to the DBHDS the *Local Coaching Fidelity Assessment Report*, documenting participation by all required providers, observation result totals and actions taken by the local system based on results. Reference Attachment D for when and how this shall be submitted.
- j. Adhere to the requirements of Virginia's Part C General Supervision and Monitoring System as follows:
- (1) Respond to data requests from the DBHDS in a timely and accurate manner including, but not limited to, federal- and state-required data, child data as captured in the state early intervention data system; local record review data; data requested by the DBHDS to determine correction of local non-compliance; and other requested data captured via other methods as developed and implemented in Virginia to meet federal and state reporting requirements and in accordance with timelines established by the DBHDS (see list in Attachment D).

- (2) If the local lead agency is a covered entity under the Health Insurance Portability and Accountability Act of 1996, it shall establish and maintain a Business Associate's Agreement with the state early intervention data system vendor
- (3) Specifically, the Local Lead Agency shall determine a local process for:
 - (a) Entering (directly or via electronic health record upload) required child specific data for all children in accordance with the state early intervention data system data dictionary. This shall occur within 10 business days of the referral date, the intake date, eligibility determination date, IFSP date and discharge date.
 - (b) Entering child specific data for children with Medicaid or FAMIS, including the accurate 12-digit Medicaid/FAMIS number, within 10 business days of the intake date.
 - (c) Completing the annual local record review, if needed to collect federally-required data not yet required in the state early intervention data system, in accordance with the state-provided protocol and timelines; and
 - (d) Providing data requested by the DBHDS to verify the correction of local noncompliance.
- (4) Review, on at least a quarterly basis, the reports and/or dashboards in the state early intervention data system required for data verification, as specified in the data system manual, confirm the accuracy of the data, and make corrections if needed. The signature of the local Part C system manager on the quarterly online verification form is confirmation that the data is **accurate**.
- (5) Submit and implement Improvement Plans as required by the DBHDS to address the following:
 - (a) Areas in which local non-compliance is identified to ensure that compliance is met as soon as possible but not to exceed one year from the notification to the local system of the identification of the non-compliance; and/or
 - (b) Areas in which local performance is below target to ensure improved performance as soon as possible or within timelines established by DBHDS; and/or
 - (c) Areas identified through other means as needing improvement.
- (6) Participate in desk reviews and/or an on-site visit when required by the DBHDS for one or more of the following purposes:
 - (a) Focused monitoring, based on the status of the local Part C system (which is administered by the Local Lead Agency) on Virginia's Monitoring Indicators;
 - (b) Fiscal Management Verification to ensure that the Local Lead Agency has procedures that are reasonably designed to:
 1. ensure the timely obligation and use of IDEA funds at the local level; and
 2. ensure the use of IDEA funds at the local level are in accordance with the Section 4.0 Fiscal Assurances of this Contract.
 - (c) Ongoing Part C Monitoring Reviews to ensure the local Part C system assures service quality and effectiveness for children and families as well as compliance with federal, state and local Part C requirements.

- (7) Meet the following requirements for all on-site visits.
 - (a) Facilitate, through the local Part C system manager, identification of the following for any on-site visit:
 - 1. A confidential working space for the DBHDS staff to review data and conduct interviews;
 - 2. An individual to coordinate interviews with personnel identified by DBHDS; and
 - 3. An individual from the Local Lead Agency's fiscal department/office, when requested by DBHDS, to: (1) analyze/discuss the Local Lead Agency's efforts to comply with the fiscal assurances outlined in Section 4.0 of this Contract; (2) maximize all potential resources; (3) determine if there are ways to improve cost-effectiveness; and (4) identify any short-term or long-term options and strategies available to address the financial issues.
 - (b) Respond to requests from DBHDS for additional or clarifying information to assist in the analysis of the data related to any desk reviews and/or on-site visits within agreed upon timelines.
- (8) Make available local Part C system financial data, including all revenue sources and expenditures for a financial audit and/or the Fiscal Management Verification, as determined necessary for DBHDS to make required assurances to the U.S. Department of Education Office of Special Education Programs (OSEP). Individual Local System expenditure reports shall not be shared with the U.S. Department of Education; only aggregated information from all local systems shall be shared with OSEP.
- (9) Implement the System for Determination of Child Progress by completing child assessments at entry, annual IFSP and exit from the local Part C system to determine the child's status in relation to same age peers in the three indicator areas of positive social relationships, acquiring and using knowledge and skills, and using appropriate behaviors to meet needs and enter the required data into the state early intervention data system at entry, annual IFSP and discharge in accordance with the state early intervention data system data dictionary.
- (10) Participate in the implementation of the Family Survey process.
- (11) Maintain copies of all interagency agreements and make those available for review by DBHDS when conducting on-site monitoring activities and as requested. Interagency agreements shall be current and signed by appropriate representatives from the Local Lead Agency and the agency/entity with which the agreement is developed.
- k. Notify in writing, the DBHDS Part C Technical Assistance Consultant, and/or Monitoring Consultant, of local barriers to meeting the following requirements and work collaboratively with DBHDS to address those barriers:
 - (1) Payor of last resort (including barriers to billing family fees and insurance) and local maintenance of effort provisions of Part C of IDEA;
 - (2) Provision of early intervention supports and services in accordance with federal Part C regulations and **the *Requirements for Virginia's Early Intervention System found at 12 VAC35- 225 et.seq. (including the inability to provide required supports and services as a result of provider shortages) and the *Infant & Toddler Connection of Virginia Practice Manual****;
 - (3) Development and implementation of local interagency agreements, memoranda of understanding, and/or contracts (including purchase of service arrangements);

- (4) Personnel requirements; and
 - (5) General Supervision and Monitoring requirements including timely reporting of required data or requested or required information.
1. For those local lead agencies that are local community services boards, which are responsible for implementing and managing discharge plans for substance-abusing postpartum women and their infants pursuant to Va. Code § 32.1-127(B)(6), develop and implement a process to ensure that any child under the age of three who is identified as affected by illegal substance abuse or withdrawal symptoms resulting from prenatal drug exposure, be referred to Virginia's Part C early intervention system.

2.1.3. PERSONNEL

The Local Lead Agency with the advice and assistance of the LICC, shall include terms in all local interagency agreements, contracts, and memoranda of understanding requiring that all providers of early intervention services, including Local Lead Agency employees, shall:

- a. Meet the discipline-specific qualifications specified in Virginia's Part C regulations and the *Infant & Toddler Connection of Virginia Practice Manual*;
- b. Be, with the exception of audiologists, physicians, and registered dietitians, certified by DBHDS as Early Intervention Professionals, Early Intervention Specialists, or Early Intervention Case Managers in accordance with 12VAC 35-225. Practitioners must be certified for each role they serve in the local Part C system;
- c. Complete, with the exception of practitioners who provide service coordination or eligibility determination/assessment only, at least two (2) fidelity self-assessments (at least four (4) months and not more than six (6) months apart) within one year of employment/contract for practitioners newly employed/contracted on or after October 01, 2017;
- d. Maintain an early intervention training record;
- e. In accordance with recertification requirements in Virginia's Part C Regulations, complete 30 hours of continuing learning activities during the 3-year certification period with content that addresses one or more of the following and is applicable to early intervention:
 - (1) Evidence-based practices in early intervention services;
 - (2) Changes in policies, procedures and practices;
 - (3) Topics identified on a practitioner's own professional development plan;
 - (4) Training needed for new responsibilities; and
- f. All certified Early Intervention Case Managers shall complete required service coordination training developed by the DBHDS within 15 months of initial certification.

2.1.4. SERVICE DELIVERY

The Local Lead Agency, with the advice and assistance of the LICC, shall:

- a. Include terms in all local interagency agreements, contracts, and/or memoranda of understanding requiring that all local participating agencies and providers utilize consistent statewide forms (see <https://iteva.online> for forms). Agencies may utilize electronic capabilities to produce forms as long as the forms include the same wording in the same sequence as given on the State form. Procedural Safeguards or service delivery forms include, but are not limited to, the following:
 - (1) "Individualized Family Service Plan (IFSP)" Form (electronic);

- (2) “Individualized Family Service Plan (IFSP)” Form (hand);
- (3) “Confirmation of Individualized Family Service Plan (IFSP) Schedule” Form;
- (4) “Confirmation of Scheduled Meetings/Activities;
- (5) “Declining Early Intervention Services” Form;
- (6) “Eligibility Determination” Form;
- (7) “Family Cost Share-Agreement” Form;
- (8) “Family Cost Share-Appeal” Form;
- (9) “Initial Early Intervention Service Coordination Plan” Form;
- (10) “Parental Prior Notice” Form;
- (11) “Notice and Consent for Assessment for Service Planning” Form;
- (12) “Notice and Consent to Determine Eligibility” Form;
- (13) “Notice of Child and Family Rights and Safeguards Including Facts About Family Cost Share”;
- (14) “Strengthening Partnerships: A Guide to Family Safeguards in the Infant & Toddler Connection of Virginia Part C Early Intervention System”; and
- (15) “Temporary Family Cost Share Agreement” Form.

- b. Utilize and promote public awareness materials disseminated by the DBHDS to ensure a consistent statewide public awareness campaign.
- c. Ensure maintenance of an early intervention record for each child either at the local lead agency or at the local participating agency(ies) or provider(s) that provide service coordination, and make early intervention records available to the DBHDS upon request and at the location designated by the DBHDS. No later than November 15, 2022, ensure maintenance of the child’s early intervention record in the state early intervention data system.
- d. Implement the service delivery practices specified in the *Infant & Toddler Connection of Virginia Practice Manual*.
- e. Determine a local process for implementing the fidelity assessment requirements specified in Chapter 12 of the *Infant & Toddler Connection of Virginia Practice Manual*, including terms in local interagency agreements, contracts, and/or memoranda of understanding, as needed, to ensure participation by all local participating agencies and providers.

2.2 DBHDS shall:

- 2.2.1 Disperse state and federal Part C funds subject to the Local Lead Agency’s compliance with the provisions of this Contract.
- 2.2.2 Report annually to the public on the performance of the State and each Local Lead Agency on Virginia’s targets for each monitoring indicator identified in the State Performance Plan. This information shall be available through public means including, but not limited to, posting on the Infant & Toddler Connection of Virginia web page <https://itcva.online>.
- 2.2.3 Track receipt of all contract deliverables from the Local Lead Agency in order to determine compliance with contract requirements and for consideration of local system data timeliness for the purpose of annual determinations of the Local Lead Agency’s performance.
- 2.2.4 Make a determination of the Local Lead Agency’s performance based on information provided through monitoring data, annual record reviews, monitoring visits and any other public information made available.

- 2.2.5 Implement enforcements/enforcement actions consistent with 34 C.F.R. § 303.700(a) (3) using appropriate enforcement mechanisms.
- 2.2.6 Provide advance notice in writing, when requesting additional information or data or in changing established timelines. The amount of advance notice may vary depending upon the circumstances of the request. Any requests for additional data or notification of changes in established timelines shall be provided in writing to the Local Lead Agency representative who signed the local Contract, with a copy to the local Part C system manager.
- 2.2.7 Disseminate consistent statewide public awareness campaign materials and strategies to the Local Lead Agency and provide guidance for implementation.
- 2.2.8 Make available on its website (<https://itcva.online>) copies of all forms that are required for use by local participating agencies and providers in providing Part C services, in addition to policy and practice documents and minutes from various meetings.
- 2.2.9 Provide written and verbal communication to the Local Lead Agency on a regular basis, identifying updated information on the DBHDS website (<https://itcva.online>) and other pertinent resources and information.
- 2.2.10 Provide technical assistance to the Local Lead Agency, the LICC and local participating agencies or providers.
- 2.2.11 Conduct site visits with the Local Lead Agency, the LICC, and local participating agencies or providers for the purposes of providing technical assistance and/or monitoring improvement planning and for assistance in resolving issues.
- 2.2.12 Provide training or guidance to the Local Lead Agency, the LICC, and local participating agencies or providers based on changes or modifications to the state level interagency agreement, **the Requirements for Virginia's Early Intervention System found at 12 VAC35-225 et.seq**, the *Infant & Toddler Connection of Virginia Practice Manual*, and on other information as appropriate.
- 2.2.13 Acknowledge to the Local Lead Agency receipt of the notification of projected insufficient financial resources within 15 business days and identify steps and proposed timeframes for resolution.
- 2.2.14 Maintain interagency agreements with the participating state agencies which minimally include: the Departments of Health, of Education, of Medical Assistance Services, of Social Services, for the Deaf and Hard-of-Hearing, for the Blind and Vision Impaired; the Virginia Office for Protection and Advocacy; and the Bureau of Insurance with the State Corporation Commission.
- 2.2.15 Delineate between those requests for data not captured in the state early intervention data system that are federally required, state required, requested by Virginia legislature and those, which, though not required by federal or state authorities, are necessary for the purpose of making informed policy decisions.

3.0 DELIVERABLES

3.1 Local Lead Agency shall provide to the DBHDS the following:

- 3.1.1 Signed Contract; Identification Sheet; Part C Local Budget; System Operations Narrative; and Systems Responsibility Sheet identified as Attachments A, B, and C.
 - (a) The Part C Local System Budget and System Operations Narrative may be submitted separately from the signed Contract, by August 17, 2022, in order to accurately budget based on year-end fiscal data from the previous year.

- 3.1.2 Entry of child-specific data for all children in accordance with the state early intervention data system data dictionary. This shall occur within 10 business days of the referral date; intake date, eligibility determination date, IFSP date, and the child's exit date; as determined by the data system data dictionary.
- 3.1.3 Medicaid or FAMIS information, including the accurate 12-digit Medicaid number. This information shall be entered into the state early intervention data system within 10 business days of the intake date or referral date. For children who do not have Medicaid or FAMIS at the time of referral, or whose Medicaid or FAMIS coverage ends and is restored, the Medicaid number must be entered into the state early intervention data system within 60 calendar days of the date on which a determination is made by the Department of Social Services that the child will receive Medicaid or FAMIS coverage or previously cancelled coverage has been restored.
- 3.1.4 Notification when the Medicaid EI benefit drops. The Medicaid-EI benefit indicator must be deselected in the state early intervention data system within 60 calendar days of the date the Medicaid EI benefit drops (the date the EI benefit was ended by the Virginia Medicaid Enterprise System (MES) in order for the EI benefit to be added back to the Medicaid Enterprise System (MES) system starting the next day from when the benefit had ended.
- 3.1.5 Completed quarterly online verification forms confirming the accuracy of data entered or uploaded into the state early intervention data system with due dates as follows: 10/21/22, 1/20/23, 4/21/23.
- 3.1.6 Completed Part C expenditure reports with due dates as follows:

Mid-Year Report (07/01/22 thru 12/31/22) Due February 15, 2023

End-of-Year Report (07/01/22 thru 06/30/23) Due August 15, 2023

Regular Part C grant funds and ARPA funds must be reported separately.

If an expenditure report is submitted later than 15 days following the due date, without an approved extension, the DBHDS shall suspend payments to the Local Lead Agency until the report is received in accordance with this Contract. Funding shall be brought up to date on the next payment once the report is received and approved/verified for accuracy and completeness.

Federal Part C funds awarded during the prior SFY 2022 Local Part C Contract that are left unexpended at June 30, 2022 shall be obligated and expended during the period of July 01, 2022 through September 30, 2022. Any unspent SFY 2022 federal Part C funds after September 30, 2022 shall be reported on a Federal Balance Report (Attachment B – Federal Balance Report) and returned to the Office of Grants Management of the DBHDS as directed by the DBHDS Fiscal Office. The Federal Balance Report shall be due on the date listed below.

Federal Balance Report (07/01/22 thru 09/30/22) Due November 15, 2022

Regular Part C grant funds and ARPA funds must be reported separately.

- 3.1.7 Revised local Part C system budgets, as necessary, and in accordance with the DBHDS requirements and procedures.
- 3.1.8 Return unspent federal Part C funds at the end of the fiscal year according to timelines established by the Fiscal Office of the DBHDS. ARPA funds must be reported separately and may be retained through September 30, 2023.
- 3.1.9 Data necessary to meet the OSEP reporting requirements including, but not limited to, the following data:

- a. Annual local record review data, if needed to collect federally-required data not yet required in the state early intervention data system, in accordance with the state-provided protocol and timelines.
 - b. Data requested by the DBHDS to demonstrate the correction of local noncompliance for each child in which noncompliance was identified.
 - c. Family contact information, including indication to whom the family survey should be sent, is up to date in the state early intervention data system by January 20, 2023 for children who were in the system on December 01, 2022 (in order to meet the OSEP requirements for family outcomes measurement/reporting).
- 3.1.10 The completed and signed *Local Coaching Fidelity Assessment Report* by December 1, 2022.
- 3.1.11 Any revisions to local procedures and practices.
- 3.1.12 Improvement Plans, as required by the DBHDS to address areas in which local non-compliance or performance below target is identified.
- 3.1.13 Written notification of projected budget shortfalls to the Part C Administrator as soon as identified including supporting documentation of need, specific reasons for need and efforts to secure other available funding, upon the identification of the potential financial need. The written notification shall include the signatures of the local system manager, executive director and fiscal personnel.
- 3.2 DBHDS shall provide to the Local Lead Agency and local participating agencies and providers, the following:
- 3.2.1 Statewide public awareness materials for use by the Local Lead Agency and local participating agencies and providers.
 - 3.2.2 State website (<https://itcva.online>) for local access to required forms, policy and technical assistance documents, public reports on State and local monitoring data and minutes from meetings.
 - 3.2.3 Training and technical assistance to the Local Lead Agency, the LICC, and local participating agencies and providers based upon state and local needs and issues.
 - 3.2.4 State and Federal Part C funds in accordance with this Contract.
 - 3.2.5 The annual local record review form and guidance materials, if needed to collect federally-required data not yet required in the state early intervention data system.
 - 3.2.6 An online form for quarterly confirmation of data accuracy.
 - 3.2.7 Training, written materials and technical assistance, as appropriate, related to Virginia's Fiscal Monitoring and Verification process.
 - 3.2.8 Technical assistance training and written materials as appropriated, related to the general monitoring procedures.
 - 3.2.9 Notification of status to practitioners related to their application for certification as certified early intervention professionals, specialists, or case managers.
 - 3.2.10 Written notification of any identified areas of noncompliance and the required timelines for correction as soon as possible but not to exceed one year from the date of notification (identification) to the local Part C system of the noncompliance.
 - 3.2.11 Written acknowledgement to the Local Lead Agency, within 15 business days, of the receipt of notification from the local Part C system of insufficient financial resources. The acknowledgement shall include identified steps and proposed timeframes for resolution.

- 3.2.12 Written notification of correction of noncompliance upon completion of verification of data submitted by the local system to document correction.
- 3.2.13 Upon termination of the contract with the State Early Intervention Data System vendor and upon request of the local lead agency, DBHDS will return a secure copy of the locality data entered into the State Early Intervention data system.
- 3.2.14 Upon termination of the Virginia Part C Early Intervention Local Contract with DBHDS, DBHDS will return a secure copy of the locality data entered into the State Early Intervention data system.

4.0 FISCAL ASSURANCES

- 4.1 The Local Lead Agency assures through the terms and conditions of interagency agreements, contracts, memoranda of understanding, and purchase orders, the following:
 - 4.1.1 Federal funds made available under Part C shall not be commingled with State funds.

State funds references federal, state, local and private funding sources other than federal Part C funds. This assurance shall be satisfied by the use of an accounting system that includes an “audit trail” of the expenditure of funds awarded under Part C. Separate bank accounts are not warranted.
 - 4.1.2 Every effort shall be made to maintain the level of local funds expended for Part C services in order to support the State’s ability to meet the federal non-supplanting assurance. Federal funds made available under Part C shall be used to supplement and increase the level of State and local funds expended for infants and toddlers with disabilities and their families and in no case supplant such State and local funds appropriated or budgeted at the state and local level for Part C services.
 - 4.1.3 Fiscal control and fund accounting procedures shall be adopted as may be necessary to assure proper disbursement of, and accounting for, federal and state funds paid under Part C.
 - 4.1.4 Every effort shall be made to routinely and regularly consider and access all available sources of funds prior to use of Part C funds. To meet the payor of last resort provision, the requirements on non-substitution of funds and non-reduction of other benefits shall be met.
 - 4.1.5 Prior approval shall be obtained in writing from the Early Intervention Program Manager of DBHDS for the purchase of equipment using federal or state funds, costing \$5,000 or more.
 - 4.1.6 Part C funds shall be used by the Local Lead Agency to plan, develop, and implement a local interagency system of early intervention services for Part C-eligible children and their families as defined in the *Requirements for Virginia’s Early Intervention System* found at 12 VAC35-225 et.seq. and shall be expended in accordance with federal requirements, including requirements for the provision of direct services not provided or funded by other sources.
 - 4.17 Local procedures and practices shall be implemented that provide access to culturally competent services within the local Part C system for traditionally underserved groups, including minority, low-income, homeless, and rural families.
 - 4.1.8 All federal, state regulations, and local policies and procedures for Part C implementation shall be implemented through local interagency agreements, contracts, and/or memoranda of understanding.
 - 4.1.9 All local participating agencies/providers shall be informed of the assurances listed above and that the obligation to comply with these assurances shall be included in all contracts, agreements, and purchase orders with local Part C services providers.

5.0 GENERAL CONDITIONS

5.1 **Compliance:** The Local Lead Agency shall incorporate compliance with the following requirements into all contracts, interagency agreements, and memoranda of understanding for the implementation of Part C of IDEA: (*Links to many of these documents may be found on our website and can be accessed at: <https://itcva.online>*).

5.1.1 Public Law 105-17, Individuals with Disabilities Education Act (IDEA);

5.1.2 34 C.F.R. Part 303: Early Intervention Program for Infants and Toddlers with Disabilities;

5.1.3 Virginia Code § 2.2-5300 *et seq.*;

5.1.4 Submission, Assurances and Certifications; Part C Grant Application;

5.1.5 The *Requirements for Virginia's Early Intervention System* found at 12VAC35- 225 *et seq.*, any subsequent revisions, and local policies and procedures;

5.1.6 The *Infant & Toddler Connection of Virginia Practice Manual*;

5.1.7 State Board Policy 4037 (CSB) 91-2: Early Intervention Program for Infants and Toddlers with Disabilities and Their Families;

5.1.8 Memorandum of Agreement Among the Agencies Involved in the Implementation of Part C of the Individuals with Disabilities Education Act (IDEA) and local interagency agreements or memorandum of understanding; and

5.1.9 Applicable local interagency agreements, contracts, and memoranda of understanding.

5.1.10 The Education Department General Administrative Regulations (EDGAR) including:

a. Part 76 (State Administered Programs), except for Sec. 76.103;

b. Part 77 (Definitions that Apply to Department Regulations);

c. Part 79 (Intergovernmental Review of Department of Education Programs and Activities);

d. Part 80 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments);

e. Part 81 (Grants and Cooperative Agreements under the General Education Provisions Act-Enforcement);

f. Part 82 (New Restrictions on Lobbying); and

g. Part 85 (Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Work Place (Grants)).

5.2 **Authorities:** Nothing in this Contract shall be construed as authority for any party to make commitments that will bind the other party beyond the scope of services contained herein.

5.3 **Performances:** All services provided by the Local Lead Agency pursuant to this Contract shall be performed in accordance with the terms of the Contract and with all applicable federal, state and local laws, ordinances, rules and regulations. The Local Lead Agency shall not receive payment for work found by the DBHDS to be in violation the terms of this Contract or of federal, state and local laws, ordinances, rules or regulations. Furthermore, the Local Lead Agency shall, through contract management, hold local public and private agencies to which Part C funds are provided accountable and withhold payment for services found to be in violation of the Contract with that provider. Should any disagreements arise under any portion of this Contract, both parties agree to attempt to resolve them through open discussion prior to issuing any notice of cancellation of a contract.

5.4 **Changes to Funds:** Upon request by the Local Lead Agency for changes in its original funding amounts, the DBHDS reserves the right to grant additional funds to the Local Lead Agency (if

additional funds were requested by the Local Lead Agency). The DBHDS reserves the right to reduce the amount of funds previously allocated to the Local Lead Agency if a reduction is requested by the Local Lead Agency or by the DBHDS. The DBHDS shall notify the Local Lead Agency of the amount of funds added to its original funding amounts and what the additional funds may be used for, or the reduction to its original funding, by issuing a letter to the Local Lead Agency. This letter shall be made part of the Contract.

6.0 GENERAL TERMS AND CONDITIONS

6.1 APPLICABLE LAWS AND COURTS: This contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

6.2 ANTI-DISCRIMINATION: Contractors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA).

6.2.1. In every contract over \$10,000 the provisions in 1. and 2. below apply:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate

the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

- f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

6.2.2. The contractor will include the provisions of 1. Above in every subcontractor or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.3 ETHICS IN PUBLIC CONTRACTING: The Contractor certifies that they entered into this contract without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other contractor/vendor, supplier, manufacturer or subcontractor in connection with their contract, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

6.4 IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

6.5 DEBARMENT STATUS: By participating in this procurement, the Contractor certifies that they are not currently debarred by the Commonwealth of Virginia. Contractor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a Contractor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

6.6 ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns and transfers the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

6.7 PRECEDENCE OF TERMS: The following General Terms and Conditions , APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this contract, the Special Terms and Conditions shall apply.

6.8 ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

6.9 CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

6.9.1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

6.9.2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by mutual agreement between the parties in writing.

a. By mutual agreement between the parties in writing; or

b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- 6.10 DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- 6.11 INSURANCE:** The Contractor certifies that it will have insurance coverage at the time the contract is awarded. The Contractor further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
- 6.12 ANNOUNCEMENT OF AWARD:** Upon the award of the contract, the purchasing agency will publicly post such notice in eVA (www.eva.virginia.gov) for a minimum of 10 days.
- 6.13 DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees (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 contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 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 contractor, 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.
- 6.14 NONDISCRIMINATION OF CONTRACTORS:** A Contractor shall not be discriminated against in 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 or because the Contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest.
- 6.15 eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS AND ORDERS:** The eVA Internet electronic procurement solution, web site portal, www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration.
- 6.16 AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

6.17 AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

6.18 CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic , but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

7.0 SPECIAL TERMS AND CONDITIONS

7.1 AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

7.2 CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of

the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- 7.3 eVA ORDERS AND CONTRACTS:** The contract will result in one (1) annual purchase order.
- 7.4 RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for four (4) optional one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- 7.5 CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor 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 agreement, 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. Contractors 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 agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- 7.6 FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.
- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.
- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.

- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.
- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

8.0 GRANT INFORMATION

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the

statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

9.0 SUBMISSION REQUIREMENTS

The Local Lead Agency shall submit to the DBHDS the following documents, incorporated as part of this Contract:

- 6.1 Identification Sheet, Attachment A, will be submitted along with the initial submission of the signed contract.
- 6.2 List of names and contact information for individuals responsible for specific Local Lead Agency and/or Local System Manager functions, Attachment C, will be submitted along with the initial submission of the signed contract.
- 6.3 The Local Lead Agency shall submit to the DBHDS the signed SFY 2023 Local Contract for Continuing Participation in Part C no later than June 01, 2022. This includes Attachments A and C. The timely submission of this Contract is required for continuance of automatic allocations.
- 6.4 Part C Funds Local System Budget and System Operations Narrative will be submitted by August 15, 2022-Attachment B. After August 15, 2022, the DBHDS may suspend semi-monthly payments until the signed Local System Budget and System Operations Narrative are received.

10.0 COMPENSATION AND PAYMENT

The DBHDS will pay the Local Lead Agency semi-monthly (a total of 24 payments). The timely submission of the Local System Budget and System Operation Narrative in accordance with 6.4 of this Contract and Expenditure Reports by the Local Lead Agency in accordance with Section 2.1.1.b (1) of this Contract are required for the continuance of automatic allocations. The DBHDS may suspend any further semi-monthly payments until required reports are received in accordance with this Contract.

Federal Part C Funds	
State General Funds	\$744,101
(FFY22 Infants and Toddlers with Disabilities CFDA#84.181)	\$241,172
TOTAL PART C ALLOCATION SFY23:	\$985,273

The Local Lead Agency shall use Federal Part C funds and State General funds for the implementation of the Part C early intervention system in accordance with all requirements and provisions in this Contract.

11.0 SUBMISSION STATEMENT

The Local Lead Agency agrees to carry out all services and functions outlined in this Contract in compliance with this Contract and all terms and conditions imposed herein, as well as all fiscal requirements of Part C of IDEA subject to the availability of adequate state and federal funds.

ATTACHMENTS

ATTACHMENT A – Identification Sheet

ATTACHMENT B – Budget, Revenue and Expenditure Reporting Forms, Federal Balance Report

ATTACHMENT C – Contact Information for System Responsibilities

ATTACHMENT D - Local Contract Deliverables by Months

ATTACHMENT A
IDENTIFICATION SHEET

Name of Local Lead Agency

Contact Person for Local Lead Agency

Address

Telephone number

Fax number

Email Address

Name of Local Part C System Manager

Name of Local System

Address

Telephone Number

Fax Number

Email Address

ATTACHMENT B: Budget, Revenue and Expenditure Reporting Forms, Federal Balance Report

These embedded interagency budget and expenditure reporting forms and instructions for FFY22 are included. Please open and “Save As” adding your system name to the name of the spreadsheet.

ATTACHMENT C: Names/Contact Information for Specific Local Lead Agency/Local System Manager Responsibilities

Function	Name	Phone	Email
Local System Management			
Fiscal			
Supervision of Local System Manager			
Individual(s) other than Local System Manager who are Responsible for a function(s) Listed in 2.1.2.b. (Specify Function: _____)			

ATTACHMENT D

SFY 2023 Local Contract Deliverables by Month

Due Date	Data/ Information Requirement	Submit To
Ongoing	<p>Child specific data entry in :</p> <ul style="list-style-type: none"> • Must be entered within 10 business days of referral, intake date, Eligibility Determination, IFSP date and discharge/transition from the local system. • For children with Medicaid or FAMIS, Medicaid/FAMIS must be selected in the third party coverage tab and the 12 digit Medicaid/FAMIS number entered within 10 business days of intake. For children who do not have Medicaid or FAMIS at the time of referral, or whose Medicaid or FAMIS coverage ends and is restored, the Medicaid number must be entered into within 60 calendar days of the date on which a determination is made by the Department of Social Services that the child will receive Medicaid or FAMIS coverage or previously cancelled coverage has been restored. 	Enter information in state early intervention data system
08/15/22	<p>Complete and submit:</p> <ul style="list-style-type: none"> • End of Year Fiscal Report for regular Part C funding for SFY 2022 (07/01/21 thru 06/30/22) • End of Year Fiscal Report for ARPA funds for SFY 2022 (07/01/2021 thru 06/30/2022) are reported separately • Initial Budget for SFY 2023 (07/01/22 thru 6/30/23) • Submit a separate budget SFY 2023 (07/01/22 thru 06/30/23) for the use of the American Rescue Plan Act (ARPA) funds 	Technical Assistants and Monitoring Consultants
10/21/22	Completed quarterly online verification form confirming the accuracy of data entered or uploaded into the state early intervention data system	In accordance with instructions on online form
11/15/22	<p>Federal Balance Report for SFY 2022 (07/01/22 thru 09/30/22)</p> <p>(To simplify the process, please submit your Federal Balance reports to your Monitoring Consultant and your Technical Assistance</p>	Technical Assistants and Monitoring Consultants

Due Date	Data/ Information Requirement	Submit To
	Consultant. The consultants will then forward the reports to DBHDS Fiscal Office.)	
12/01/22	Local Coaching Fidelity Assessment Report (10/01/21– 09/30/22)	Monitoring Consultant
01/20/23	1. Completed quarterly online verification form confirming the accuracy of data entered or uploaded into the state early intervention data system	In accordance with instructions on online form
01/20/23	Assure that family contact information for children with active IFSPs on 12/01/22 is up to date in the state early intervention data system	Enter information in state early intervention data system
02/15/23	Mid-Year Expenditure Report for SFY 2023 (07/01/22 thru 12/31/22). Regular Part C grant funds and ARPA funds shall be reported separately. (To simplify the process, please submit your Mid-Year Expenditure reports to your Monitoring Consultant and your Technical Assistance Consultant. The consultants will then forward the reports to DBHDS Fiscal Office.)	Technical Assistants and Monitoring Consultants
4/21/23	Completed quarterly online verification form confirming the accuracy of data entered or uploaded into the state early intervention data system	In accordance with instructions on online form