

**City of Charlottesville/County of Albemarle, Virginia  
("BUYER")**

**GENERAL TERMS AND CONDITIONS OF CONTRACTS  
FOR CSA-FUNDED SERVICES**

**ARTICLE 1  
RATES**

(A) Services shall be provided at the rate(s) published by VENDOR on the VENDOR Rate Sheet as of July 1 of the fiscal year in which the services were delivered, and/or VENDOR's published Medicaid rate(s), as may apply. The July 1<sup>st</sup> rate shall be specified within the purchase order (PSO) executed by VENDOR and BUYER for a specific client, and VENDOR shall not charge BUYER a higher rate during that fiscal year. All rates specified within a PSO shall be inclusive of any and all costs, of whatever nature (including incidentals or reimbursable items) for which BUYER may be charged by VENDOR. BUYER will reimburse the VENDOR at the maximum of the Medicaid allowable rate for residential and intensive in – home services.

(B) VENDOR shall immediately notify BUYER if the rates or fees contained in any PSO are lowered during the period covered by the PSO, whereupon, BUYER shall be entitled to require VENDOR to amend existing PSOs to conform to the lower rate(s).

**ARTICLE 2  
CLIENT-SPECIFIC SERVICES**

(A) For each of BUYER's Clients VENDOR and BUYER shall execute a Purchase of Services Order (PSO) provided by BUYER. VENDOR is hereby notified that although each PSO is required to be prepared by the local **Placing Agency**, it must also be accepted and signed by a fiscal officer of the BUYER to become binding upon BUYER. However, if a client of BUYER requires emergency services VENDOR may rely on a PSO signed only by the client's social worker/case worker (i.e., the local placing agency) for a period of up to fourteen (14) calendar days, if the word "emergency" appears on the face of the PSO.

(B) Upon receipt of a proposed PSO, VENDOR shall sign and return such PSO to BUYER within five (5) business days.

(C) In the provision of services under a PSO VENDOR shall not discriminate unlawfully against any individual(s) on the basis of race, sex, age, religion, socioeconomic status, handicapping condition(s), or national origin. Additionally, VENDOR shall comply with *Virginia Code* § 2.2-4311 (prohibiting employment discrimination), § 2.2-4311.1 (prohibiting knowing employment of unauthorized aliens), and § 2.2-4312 (requiring a drug-free workplace).

(D) VENDOR shall obtain and maintain, throughout all times VENDOR provides service(s) to any client(s) of BUYER, all licenses, certificates or accreditations required of VENDOR under any federal or state law or regulation(s).

(E) VENDOR shall at all times comply with the requirements of any federal, state and local laws governing the provision of services to BUYER's client(s). VENDOR shall investigate (e.g., criminal history checks; queries to the Virginia CPS Central Registry, etc.) the suitability of VENDOR's employees who will have contact with or responsibility for the provision of services to BUYER's minor clients.

## **ARTICLE 2-A. REPORTS REQUIRED**

(A) Within forty-five calendar days of the commencement of any services to a client, VENDOR shall submit a written treatment plan to BUYER. Thereafter, VENDOR shall submit written progress reports to BUYER on a quarterly basis, or monthly if required by the placing agency for a particular client, or if required by Medicaid policy, in addition to the copies of any such progress report(s) submitted to the placing agency. Upon termination of services to a client, VENDOR shall submit a written termination report to BUYER within thirty (30) days of the last day on which services were provided.

(B) VENDOR shall immediately report to BUYER any recommended, planned or necessary changes in a client's medications. VENDOR shall obtain consent from the Placing Agency *prior to* changing or administering any new medications to a client under the age of eighteen years, when such client is in the legal custody of the Placing Agency.

(C) BUYER may employ or retain the services of a Utilization Review Manager. VENDOR shall allow BUYER's Utilization Review Manager access to its facilities and to VENDOR's books and records relating to services paid for by BUYER and rendered to BUYER's clients (subject to applicable legal requirements). Further, upon request, VENDOR shall complete such additional forms or reports as may be requested by the Utilization Review Manager in the performance of his or her official responsibilities.

## **ARTICLE 3 BILLING**

(A) BUYER is a public-funded agency with limited financial resources available to serve a large group of clients. VENDOR ACKNOWLEDGES AND UNDERSTANDS THAT ITS FAILURE TO SUBMIT TIMELY AND ACCURATE INVOICES TO BUYER WILL INTERFERE WITH BUYER'S ABILITY TO FUND AND/OR OBTAIN STATE AND FEDERAL REIMBURSEMENT FOR CLIENT SERVICES, AND THEREFORE THAT ACCURATE, TIMELY-SUBMITTED INVOICES ARE OF THE ESSENCE WITH RESPECT TO THE PARTIES' AGREEMENT. Timely receipt of an appropriate invoice from VENDOR shall be a condition precedent to BUYER's obligation to pay for any services and/or finance charges, and BUYER shall have no obligation, express or implied, to pay for any services or costs described within an invoice not submitted by VENDOR within the time frames specified in these general terms and conditions.

(B) BUYER shall be provided the original invoices. BUYER shall not make payment based upon copies of invoices (e.g., those received by facsimile or by electronic mail, or any photocopies not containing an original signature of VENDOR's representative). Prior to receipt of payment, VENDOR shall be required to provide BUYER with its federal tax identification number.

(C) For services to be provided by VENDOR on an ongoing basis, VENDOR shall submit regular monthly invoices to BUYER. Invoices must be received by BUYER within forty-five (45) calendar days of the last date of service referenced on the invoice. Invoices shall include only services delivered in a particular calendar month. Services delivered across calendar months must be billed on separate invoices.

(D) VENDOR warrants that no services for which BUYER is or shall be required to pay are otherwise available from VENDOR free of charge. VENDOR warrants that no client or member of a client's family will be charged any fee(s) for services in addition to those paid by BUYER, unless otherwise specifically agreed by all parties, in writing, in advance of any such charge(s). VENDOR warrants that no cost incurred pursuant to this Agreement will be included or allocated as a cost of any other federal, state or locally-financed program.

(E) Should VENDOR determine that a payment received upon any invoice is incorrect, in BUYER's favor (i.e., an underpayment by BUYER), it shall be VENDOR's responsibility to notify BUYER in writing of the error within THIRTY (30) calendar days after receipt of the payment. Supporting evidence must accompany any such notification. BUYER shall then either correct any error or respond in writing to VENDOR as to why no error exists. If VENDOR's notification and supporting evidence are not received by BUYER within the 30 calendar day limit, then the previous payment made by BUYER shall be deemed payment in full satisfaction of the invoice for which it was submitted. Should VENDOR determine a payment received from BUYER to be an overpayment, then VENDOR must notify BUYER immediately and shall reimburse BUYER for the amount of the overpayment within thirty (30) calendar days after its receipt of the overpayment.

(F) If BUYER determines any invoice submitted by VENDOR to be incorrect or inaccurate, it shall be returned to VENDOR. If BUYER does not receive a correct invoice within fifteen (15) calendar days after returning the original to VENDOR, then BUYER shall be relieved of any obligation to pay for any items or services referenced on the original (incorrect) invoice and of any obligation for interest or finance charges with respect thereto.

(G) BUYER shall make payment to VENDOR not more than forty-five (45) calendar days after an invoice is properly submitted to BUYER.

#### **ARTICLE 4 RESIDENTIAL SERVICE PROVIDERS**

The following Terms and Conditions apply to Residential Service Providers:

(A) BUYER shall reimburse the VENDOR of Psychiatric Residential Treatment services at a maximum of the current Medicaid allowable rate for Level C residential treatment services (i.e. room and board; therapeutic supervision; psycho-education; and psychiatric and individual, group and family therapy services to ensure attainment of therapeutic goals identified in the Individual Treatment Plan).

(B) BUYER shall reimburse the VENDOR of Community Based Residential Treatment services at a maximum of the current Medicaid allowable rate for Level B Therapeutic behavioral services (i.e. those services which provide structure for daily activities, psycho-education, therapeutic supervision, and psychiatric treatment to ensure attainment of therapeutic mental health goals as identified in the Individual Service Plan). The established rate will cover the provision of structured psycho-educational activities, assure the provision of individual and group psychotherapy, and provide a staff supervision ratio of at least 1 to 4 during the day and at least 1 to 8 during scheduled sleep hours.

(C) BUYER shall reimburse the VENDOR of Community Based Residential treatment services at a maximum of the current Medicaid allowable rate for Level A Therapeutic behavioral services (i.e. those services which provide structure for daily activities, psycho-education, therapeutic supervision, and psychiatric treatment to ensure attainment of therapeutic mental health goals as identified in the Individual Service Plan). The established rate will cover the provision of structured psycho-educational activities, assure the provision of individual psychotherapy, and provide a staff supervision ratio of at least 1 to 6 during the day and at least 1 to 10 during scheduled sleep hours.

#### **ARTICLE 5 COMMUNITY BASED SERVICE PROVIDERS**

The following Terms and Conditions apply to Community Based Service Providers:

(A) Upon request of the BUYER, VENDOR shall provide access to documentation supporting services billed. Documentation shall indicate date and duration of the services, nature of the services and staff providing the services, for comparison against submitted billing. VENDOR shall reimburse BUYER for billed services lacking supporting documentation at the time of BUYER's review of the case record.

(B) BUYER shall reimburse VENDOR, at the VENDOR rate listed on the VENDOR Rate Sheet, for transportation expenses related to the following: (i) Travel time for staff to and from the site where the intervention is to occur; (ii) Travel time for recipient no show for a scheduled appointment; (iii) Travel to assist a client or parent in support of a non-therapeutic activity (i.e. court hearing, school meeting or other personal appointments) with corresponding VENDOR case file documentation indicating efforts to problem solve with the family and case agency worker to determine there are no available alternatives; and (iv) Travel related to an unscheduled effort by the VENDOR to engage a client, if VENDOR documentation indicates no response to prior attempts at contact by phone or letter, or if effort is documented to be of a time sensitive nature. Any reimbursement under this paragraph is made subject to the requirement for supporting documentation set forth in Paragraph A, above.

(C) BUYER shall reimburse VENDOR, at the VENDOR rates listed in the VENDOR Rate Sheet, for one-to-one and group mentoring services. Mentor activities shall not include relatives or personal acquaintances of the mentor. Mentor group activities should be appropriate to the documented need and service plan of the youth; and shall be provided with no more than a 3:1 youth to mentor ratio. Any reimbursement under this paragraph is made subject to the requirement for supporting documentation set forth in Paragraph A, above.

(D) BUYER shall reimburse VENDOR for In Home Counseling services, at the Medicaid maximum allowable rate for said services.,. Provider staff must meet Medicaid and state requirements and receive at least bi-weekly clinical case supervision by a licensed or license eligible professional. Any reimbursement under this paragraph is made subject to the requirement for supporting documentation set forth in Paragraph A, above.

(E) BUYER shall reimburse VENDOR for Outpatient Therapy services, at the VENDOR rate listed on the VENDOR Rate Sheet, for services provided by a master's level licensed clinician. Any reimbursement under this paragraph is made subject to the requirement for supporting documentation set forth in Paragraph A, above.

(F) BUYER shall reimburse the VENDOR for case management activities supporting the provision of the identified service at the VENDOR rate listed on the VENDOR Rate Sheet. BUYER will not reimburse separate service billing for administrative activities (i.e. case documentation and billing, case supervision or team consultation). Any reimbursement under this paragraph is made subject to the requirement for supporting documentation set forth in Paragraph A, above.

(G) BUYER shall not reimburse vendor for multiple service providers involved in a single time period of services unless there is documentation of pre-approval by the agency case worker with clinical justification supported in the VENDOR case record and subject to Utilization Review by the BUYER.

(H) DEFINITIONS

(a) *Community Based Service Providers:* Vendors providing mentoring, counseling and therapeutic intervention services to youth and their family members in home, community or outpatient clinic settings.

- (b) *Mentoring*: Supports a youth's access and participation in recreational activities and offers social coaching through redirection, role modeling and positive reinforcement. Mentoring services are distinguished from psychotherapeutic services through their primary focus on opportunities for interpersonal and social interactions and promotion of positive social attitudes and relationships.
- (c) *In Home Counseling* (Also referred to as mental health, family, behavioral or therapeutic support): The provision of psycho-education and emotional supports/limits to children and/or families with focus on skill building in areas of parenting, behavior management, problem solving, social and interpersonal relationships, and adaptive living.
- (d) *Therapy*: The provision of assessment and psychotherapeutic intervention services to children and/or families utilizing skills in diagnostic interviewing, crisis intervention and family, group and individual counseling.
- (e) *Case Management*: Activities associated with coordinating, monitoring and accessing services to meet identified needs. Includes participation in interagency meetings, referral and coordination of access to available resources, and other forms of communication with professionals or others directly involved in meeting documented treatment and service needs.

## **ARTICLE 6 MEDICAID-ELIGIBLE CLIENTS**

The following Terms and Conditions apply to approved Medicaid providers:

(A) **VENDOR** understands and acknowledges that, with respect to any individuals who, either because of their foster care status or for any other reason are eligible for Medicaid (as indicated by their receipt of a Medicaid number or other confirmation of an eligibility determination), Medicaid funding shall be presumed, and is hereby deemed to be the primary source of payment for medically necessary treatment, care and services rendered to the Medicaid-eligible person. **VENDOR** understands and acknowledges that **BUYER** makes no promise to pay, and shall have no obligation to pay for such services rendered to Medicaid-eligible individuals unless all of the requirements and standards set forth within paragraph B, following below, are met.

(B) In the event **BUYER's** client (under the age of twenty-one) is Medicaid eligible, or becomes Medicaid eligible while receiving services from **VENDOR**, **VENDOR** shall take all necessary and reasonable action, as may be appropriate under the circumstances of a particular client, and in cooperation with **BUYER**, to seek and obtain Medicaid payment or reimbursement for any medically necessary treatment(s) or service(s), including without limitation: cooperation with **BUYER** and medical professionals in providing information from which medical necessity may be determined; submission of written application to the appropriate official(s) at the Virginia Department of Medical Assistance Services (DMAS); cooperation in initiating appeals of DMAS decisions, as may be necessary to comply with applicable laws, regulations or instructions by DMAS; etc.

(C) In the event that Medicaid payment is obtained for any medical treatment(s) and/or service(s) paid for by **BUYER**, **VENDOR** shall immediately reimburse **BUYER** for any and all amounts paid by **BUYER** to **VENDOR** therefore. **BUYER** shall be relieved of any obligation to pay, and **VENDOR** shall reimburse **BUYER** for any payments already made, for medically necessary treatment(s) or service(s) that are denied Medicaid payment or reimbursement for reasons within **VENDOR's** control (e.g., an application not timely submitted by **VENDOR**, **VENDOR's** failure to submit supporting medical evidence within its control or possession, **VENDOR's** failure to transmit a copy of a Medicaid denial of payment to **BUYER** upon receipt

thereof, VENDOR's failure to provide information or cooperation in connection with an appeal of a DMAS decision, etc.)

(D) The VENDOR shall forward copies of all Medicaid authorizations, denials and pend notices to the CSA office upon receipt. Additionally, the VENDOR will notify the CSA office of any missing documentation from the case managing agency related to the application and or Medicaid approval process in addition to notifying the case manager.

## **ARTICLE 7 MISCELLANEOUS**

(A) VENDOR shall notify BUYER's Case Manager of any changes in service delivery, which alter the level or quality of service provided, or the expected outcomes set forth at the initiation of the contracted service.

(B) Reports, studies, photographs or other documents prepared by VENDOR in the provision of services to BUYER's client(s) shall be the property of BUYER. VENDOR shall not use, willingly allow to be used, or cause such materials to be used for any purpose which has not been authorized by BUYER.

(C) VENDOR shall maintain an accounting system and supporting books and records adequate to ensure that claims for funds are in accordance with applicable state and federal requirements. VENDOR shall retain all books, records and other documents relating in any way to the services provided to a Client of BUYER for a period of five (5) years after any final payment from BUYER (or such other period as may be required by VENDOR's licensing); however, such books, records and documents shall be maintained for a longer period, if necessary during the pendency of an unresolved federal or state audit. VENDOR shall allow BUYER, its authorized agents (including, without limitation, BUYER's Utilization Review Manager), and state or federal auditors, to have full access to and the right to examine such books and records. In the event an audit shows that VENDOR expended or received BUYER's funds improperly, VENDOR shall provide full restitution to BUYER.

(D) VENDOR shall protect confidential information about or pertaining to BUYER's client(s) to the fullest extent required by federal and state law and regulations.

(E) The parties' contractual relationship shall, in all aspects, be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws provisions. Any legal action arising out of or in connection the parties' contractual relationship shall be commenced and prosecuted in the state or federal court presiding over and within the County of Albemarle, Virginia.

(F) No waiver (whether by conduct or otherwise) by BUYER of any term or condition hereof or of any breach hereof, shall be deemed a waiver of any other term, condition or breach.

(G) Nothing contained herein, or in the provisions of any PSO, shall be construed as a waiver of any sovereign or governmental immunity afforded by law to BUYER, its agents, employees or representatives.

(H) BUYER assumes no responsibility or liability for any damages suffered by VENDOR by reason of the willful or malicious destruction of, or damage to, any property of VENDOR by any client, and VENDOR shall not seek or demand reimbursement or payment of any such damages from BUYER.

(I) VENDOR shall indemnify and hold BUYER, its officers, agents and employees, harmless from any and all liability(ies), damage(s), expense(s), charge(s), penalty(ies), fine(s), and/or claim(s), of any nature whatsoever, arising from or in connection with services provided by VENDOR.

- (J) VENDOR shall adhere to and abide by the locality Community Practice Model ([http://www.ccfinfo.org/NewPages/community\\_practice\\_model.html](http://www.ccfinfo.org/NewPages/community_practice_model.html)) in the provision of all services to children and families served hereunder.
- (K) No document other than these general terms and conditions and a PSO executed by both BUYER and VENDOR shall bind or obligate BUYER to the VENDOR, unless such document is signed by an authorized fiscal agent of BUYER.
- (L) ***These General Terms and Conditions for FY2011 (July 1, 2010 through June 2011)***, together with each fully-executed Purchase of Services Order (PSO), shall constitute the contractual agreement between the VENDOR and the locality of Charlottesville or Albemarle; which will allow Charlottesville and Albemarle to purchase VENDOR services for Fiscal Year 2011 or until such time as the BUYER issues or amends said *General Terms and Conditions*. All signed Purchase of Services Orders will be subject to these *General Terms and Conditions*.