

State Fiscal Year (SFY) 2016 Contract # «ContractNumber»
Name of Local Lead Agency: «LeadAgency»
Local Lead Agency DUNS Number: «DUNS»
Infant & Toddler Connection of «InfantToddler_Connectionof»
Federal Awarding Agency: U.S. Department of Education
Federal Award # 84.181 Special Education-Grants for Infants & Families with Disabilities
Federal Award Period: 07/01/2015-09/30/2016



State Fiscal Year (SFY) 2016

July 01, 2015-June 30, 2016



Infant & Toddler Connection of Virginia

COMMONWEALTH OF VIRGINIA

**LOCAL CONTRACT FOR
PARTICIPATION IN PART C**

**EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH
DISABILITIES AND THEIR FAMILIES**

Debra Ferguson, Commissioner

Department of Behavioral Health and Developmental Services

**State Fiscal Year (SFY) 2016 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

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CONTRACT # «ContractNumber»

State Fiscal Year (SFY) 2016 COMMONWEALTH OF VIRGINIA

July 01, 2015-June 30, 2016

LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES
AND THEIR FAMILIES

THIS DOCUMENT CONSTITUTES A SUBAWARD AGREEMENT BETWEEN:

«LeadAgency», hereinafter referred to as the **Local Lead Agency**

AND

The Department of Behavioral Health and Developmental Services: P. O. Box 1797,
1220 Bank Street, Richmond, Virginia 23219, hereinafter referred to as the **DBHDS**;

AND IS DATED: July 01, 2015

1.0 DEFINITIONS

Administrative Expenses – Expenses incurred by sub-recipients for administrative functions that are indirect and not readily identifiable with Part C activities or cost objectives.

Certification Process - A required process for all Part C service coordinators and providers, with the exception of physicians, audiologists and 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 (30) hours 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.

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Determination - A part of Virginia's General Supervision and Monitoring System identified through Part C of the Individuals with Disabilities Education Act, 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 which include enforcement actions outlined in Virginia's System of Enforcement document.

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

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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.

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 (NCSEAM) 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 quality management reviews.

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;

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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 taking action 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.

Infant and Toddler Online Tracking System (ITOTS) – Secure, web-based data entry system for collecting, tracking and reporting child-specific data and aggregated data on all children served under Virginia's Part C early intervention system.

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.

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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 VAC 35-225-50 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, or normal, 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 compliance 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 (www.infantva.org).

Quality Management Review (QMR): A review conducted by DBHDS, acting as an agent of the Department of Medical Assistance Services (DMAS), of enrolled early intervention providers to meet federally-required supervision and monitoring for Virginia's Medicaid Early Intervention Part C program. The review may be on-site or in the form of desk reviews. During each review, a sample of the provider's Medicaid billing will be randomly selected by DMAS for review. An expanded review shall be conducted if an excessive number of exceptions or problems are identified.

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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 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

Per United States Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance) Section 200.331, DBHDS has determined that the SFY 2016 Local Contract for Continuing Participation in Part C constitutes a subaward agreement between the DBHDS as the pass through and the Local Lead Agency as the subrecipient. This is not a Research and Development federal award.

Therefore, 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 developed in collaboration with the LICC and 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 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 the LICC 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

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service providers. The Manual can be found on the web at:

<http://www.infantva.org/documents/pr-PM-PracticeManual.pdf>.

- (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 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 as specified in the *Infant & Toddler Connection of Virginia Practice Manual*.
- (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 (for ITOTS data entry 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.

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- b. Prepare and submit all reports required by the DBHDS. The Local Lead Agency, with the advice and assistance of the LICC, shall:
- (1) Prepare and submit Part C expenditure reports (Attachment B – Expenditure Report Forms) that reflect expenditures incurred during the fiscal year (7/1/15 – 6/30/16). **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 (07/01/15 thru 12/31/15) Due February 16, 2016

End-of-Year Report (07/01/15 thru 06/30/16) Due August 15, 2016

- c. Federal Part C funds awarded during the prior SFY 2015 Local Part C Contract that are left unexpended at June 30, 2015 shall be obligated and expended during the period of July 01, 2015 through September 30, 2015. Any unspent SFY 2015 federal Part C funds after September 30, 2015 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 (07/01/15 thru 09/30/15) Due November 16, 2015

- 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 in collaboration with the LICC.
- (1) Administrative costs may be charged via one of three methods:
 - (a) Administrative expenses may be applied by an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government; or
 - (b) A de minimis indirect cost rate of 10% as defined in 2 CFR 200.414; or
 - (c) Administrative expenses must be identified and allocated across all available revenue sources of the Local Part C System on a basis that is auditable and satisfies generally accepted accounting principles. Administrative expenses shall be reasonable and subject to review by DBHDS. **This is the approach that DBHDS recommends.**

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- (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 on pages 3-8). 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 the DBHDS. When seeking to move funds between budget categories, revisions, either singular or cumulative, exceeding 10% of the amount of this Contract shall be submitted in writing to the DBHDS Part C Technical Assistance Consultant and approved prior to the use of funds for newly proposed expenditures. These revisions shall be indicated on all subsequent expenditure reports in accordance with DBHDS requirements.
- e. Ensure billing for and collection of all family fees for the local Part C system in accordance with the Family Cost Share Practices in the *Infant & Toddler Connection of Virginia Practice Manual*. The local lead agency shall: 1) complete all billing and collection of family fees, 2) contract with a single entity to bill for and collect all family fees for the local Part C system, or 3) assign the billing and collection of the family fee 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. 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, 2017.
- h. Notify the Part C Administrator 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.
- 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.
- 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.

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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 35-225-50 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 and monitoring trends related to supports and services, and frequency, intensity 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 timeliness and accuracy of data;
 - (8) Facilitating continuous local system improvement through collection, use and interpretation of data (e.g. record reviews, ITOTS, 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, and procedural safeguard requirements, and providing evidence based supports and services;

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- (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;
- (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) Mailing or faxing the ITOTS User's Request Form to your Monitoring Consultant at the Part C Office of the DBHDS to acknowledge that the named employee has reviewed the HIPAA Training Slides of the www.dbhds.virginia.gov website, signed the HIPAA Training Acknowledgement Form, and is authorized to access ITOTS;
- (14) Ensuring that any change in an employee's status which would no longer require the employee to access ITOTS confidential data is reported by the ITOTS System Manager to your Monitoring Consultant at the Part C Office of DBHDS by email, phone or fax; and
- (15) Ensuring that the ITOTS "Active User Accounts"(Attachment C) verification report that verifies that all users should be maintained as active users in ITOTS is submitted quarterly to the Part C Office of the DBHDS. This quarterly confirmation shall be sent to your Monitoring Consultant at the Part C Office of the DBHDS by the following dates:
 - (a) 07/13/15;
 - (b) 10/13/15;
 - (c) 01/11/16; and
 - (d) 04/11/16.
- (16) Maintaining a current list of staff members that have access to the Secure File Transfer Protocol (sFTP) and documenting each time a new sFTP logon is required, or each time that an employee who has an sFTP logon no longer needs access to the server or leaves his/her job.
- (17) 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

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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 VAC 35-225-50 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 Federal Part C funds for early intervention services or activities. Those funding sources may include, but are not limited to, based upon local availability and accessibility and individual requirements, the following:
- (1) Medicaid/FAMIS — Medicaid/FAMIS eligible children must receive early intervention services from Medicaid enrolled providers through the Medicaid Early Intervention Services Program. Other services may be covered based on eligibility and other factors through other Medicaid programs including, but not limited to, the MR/ID Waiver, Technology Assisted Waiver, Elderly and Disabled with Consumer Direction Waiver, and Early Periodic Screening, Diagnosis and Treatment (EPSDT).
- Other Federal funds, including, but not limited to, Maternal Child Health;
- (a) TRICARE;
- (b) State General Funds;
- (c) Local government funds;
- (d) Private funds, including private third party insurance with parental permission;
- (e) Donations;
- (f) Family fees; and
- (g) 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, if the local lead agency maintains early intervention records.
- 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

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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 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. 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 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, the Home Visiting Consortium, 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. 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, including child data as captured on ITOTS; annual 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). The Local Lead Agency shall, with the advice and assistance of the LICC, meet the established timelines for responding to required data elements/reports.
 - (2) Specifically, the Local Lead Agency shall collaborate with the LICC, as needed, in determining a local process for:
 - (a) Entering child specific data for all children in accordance with the Infant & Toddler Online Tracking System (ITOTS) data elements. This shall occur within 10 business days of the referral date, the intake date (For children with Medicaid/FAMIS coverage), eligibility determination date, IFSP date and transition date.
 - (b) Entering child specific data for children with Medicaid or FAMIS, including the 12 digit Medicaid/FAMIS number, within 10 business days of the intake date.

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- (c) Entering updated primary service setting data into ITOTS by January 11, 2016, on the IFSP in effect on December 1, 2015, for each eligible child;
 - (d) Completing the annual local record review following the State protocol for record selection to collect federally-required data that is not available through ITOTS in accordance with the state-provided protocol and timelines; and
 - (e) Providing data requested by the DBHDS to verify the correction of local noncompliance.
- (3) Generate, on at least a quarterly basis the four (4) ITOTS reports specified in Attachment C. The Local Lead Agency shall review these reports and confirm the accuracy of the data by signature of the local Part C system manager. This quarterly confirmation of data accuracy shall be kept on file by the Local Lead Agency and shall be made available to the DBHDS upon request.
- (4) 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; or
 - (c) Areas identified through the quality management review process or other means as needing improvement.
- (5) Submit, when requested by the DBHDS, information needed to verify accuracy of the local Part C system's data.
- (6) Participate in 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) Quality Management Review (QMR) to ensure that the local Part C system (which is administered by the Local Lead Agency) adheres to the requirements established for implementation of the Medicaid Early Intervention Services Program as found in the Medicaid Early Intervention Services Manual at www.dmas.virginia.gov;
 - (c) Fiscal Management Verification to ensure that the Local Lead Agency has procedures that are reasonably designed to:

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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.
- (d) 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.
- (e) Data verification to confirm, through a sample of records, the accuracy of selected data submitted by the local Part C system through ITOTS and the annual local record review.
- (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 conduct record reviews and interviews;
 2. An individual in the local Part C system to ensure records identified by DBHDS are available on site;
 3. An individual to coordinate interviews with personnel identified by DBHDS; and
 4. 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 on-site visits within agreed upon timelines.
- (8) After receipt of a final Quality Management Review Report,
- (a) Make any billing adjustments identified on the final report;
 - (b) Meet required technical assistance requirements specified in the final report; and
 - (c) Provide additional documentation as necessary for DBHDS to determine if issues identified through the QMR have been resolved; and

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- (d) Develop an improvement plan, if required, in collaboration with the Part C Monitoring Consultant and Technical Assistance Consultant assigned to the Local System.

- (9) 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. 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.

- (10) 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 taking appropriate action to meet needs and enter the required data into ITOTS at entry and at discharge. Entry of the ratings at annual IFSPs is encouraged, but not required unless those ratings are used as exit ratings.

- (11) Participate in the implementation of the Family Survey process.

- (12) 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.

- j. Notify the Part C Technical Assistance Consultant, and/or Monitoring Consultants, at the DBHDS, of, and work collaboratively to address, local barriers to meeting the following requirements:
 - (1) Payor of last resort 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 VAC 35-225-50 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

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- (5) General Supervision and Monitoring requirements including completion of annual local record reviews and timely reporting of required data or requested or required information.
- k. 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), 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/or memoranda of understanding requiring that all providers of early intervention services:

- a. Meet the discipline-specific qualifications specified in Virginia's Part C regulations and the *Infant & Toddler Connection of Virginia Practice Manual*;
- b. Are, with the exception of audiologists, physicians, and dietitians, certified by DBHDS as Early Intervention Professionals, Early Intervention Specialists, or Early Intervention Case Managers in accordance with 12 VAC 35-220. Practitioners must be certified for each role they serve in the local Part C system;
- c. Develop a professional development plan and implement the plan in conjunction with a supervisor;
- d. 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 federal or state law, regulations or practice requirements;
 - (3) Topics identified on the practitioner's professional development plan; and
 - (4) Training needed for new responsibilities.
- e. All certified Early Intervention Case Managers shall complete required service coordination training developed by the DBHDS within 12 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

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consistent statewide forms (see www.infantva.org 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.4b. Utilize and promote public awareness materials disseminated by the DBHDS to ensure a consistent statewide public awareness campaign.
- 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.
- d. Implement the service delivery practices specified in the *Infant & Toddler Connection of Virginia Practice Manual*.

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.

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- 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 (www.infantva.org).
- 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 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 which include enforcement actions outlined in Virginia's System of Enforcement document which is found on the Infant & Toddler Connection website at www.infantva.org.
- 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 (www.infantva.org) 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 (www.infantva.org) 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 random on-site or desk review Medicaid QMR to ensure compliance with the Medicaid requirements under the Medicaid Early Intervention Program as found in the Medicaid Manual at www.dmas.virginia.gov.
- 2.2.12 Conduct on-site data confirmation visits or desk reviews as appropriate, to confirm, through a sample of records, the accuracy of selected data submitted by the local Part C system through ITOTS and the annual local record review.

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- 2.2.13 Conduct site visits with the Local Lead Agency, the LICC and local participating agencies or providers for the purposes of monitoring and for assistance in resolving issues through technical assistance.
- 2.2.14 Following completion of a desk review and/or on-site visit for the purpose of fiscal management verification, QMR, general Part C monitoring reviews or data verification:
- a. DBHDS shall provide a written report of the findings of an on-site visit or desk review to the Local Lead Agency within 30 days of the on-site visit. The findings report shall include identification of any infractions, request for additional information and/or documentation that was not provided during the site visit or desk review and areas of improvement that shall be addressed by the Local Lead Agency and/or the local participating agencies and providers.
 - b. Collaborate with the Local Lead Agency to mutually develop an improvement plan, if the findings report requires such a plan, to assist the Local Lead Agency and the local participating agencies and providers in meeting the areas of improvement identified in the findings report.
 - c. Provide training and technical assistance to the Local Lead Agency and participating agencies and/or providers on the purpose, scope and content of Virginia's Fiscal Management Verification, Quality Management Review, and General Part C Monitoring Review activities prior to conducting such a review.
- 2.2.15 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 VAC 35-225-50 et.seq, the *Infant & Toddler Connection of Virginia Practice Manual*, and on other information as appropriate.
- 2.2.16 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.
- 2.2.17 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.
- 2.2.18 Delineate between those data requests which 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:

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- 3.1.1 Signed Contract, Identification Sheet, Part C Local Budget, and System Operations Narrative identified as Attachments A and B.
- 3.1.2 Child-specific data for all children in accordance with the Infant and Toddler Online Tracking System (ITOTS) data elements. This shall occur within 10 business days of the intake date or referral date; the inactive date, if applicable; the date the child becomes active, if applicable; and the child's exit date.
- 3.1.3 Medicaid or FAMIS information, including the 12-digit Medicaid number. This information shall be entered into ITOTS 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 ITOTS 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 Verification in writing to the DBHDS confirming the accuracy of data submitted to include, but not limited to:
 - a. Quarterly ITOTS Active User Accounts report(s) – run, signed and submitted *quarterly* (no later than July 13, 2015; October 13, 2015; January 11, 2016; and April 11, 2016.)
 - b. Annual ITOTS/December 1st Child Count Verification – Completed and submitted *once* (no later than January 11, 2016.)
 - c. Annual Primary Service Setting Verification – Completed and submitted *once* (no later than January 11, 2016.)
 - d. Annual Record Review Verification – Completed and submitted *once* (no later than March 31, 2016.)
- 3.1.5 Completed Part C expenditure reports with due dates as follows:

Mid-Year Report (07/01/15 thru 12/31/15) Due February 16, 2016

End-of-Year Report (07/01/15 thru 06/30/16) Due August 15, 2016

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 and approved/verified for accuracy and completeness.

Federal Part C funds awarded during the prior SFY 2015 Local Part C Contract that are left unexpended at June 30, 2015 shall be obligated and expended during the period of July 01, 2015 through September 30, 2015. Any unspent SFY 2015 federal Part C funds after September 30, 2015 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 (07/01/15 thru 09/30/15) Due November 16, 2015

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- 3.1.6 Revised local Part C system budgets, as necessary, in collaboration with the LICC and in accordance with the DBHDS requirements and procedures.
- 3.1.7 Unspent federal Part C funds at the end of the fiscal year according to timelines established by the Fiscal Office of the DBHDS.
- 3.1.8 Data necessary to meet the OSEP reporting requirements including, but not limited to, the following data:
 - a. Annual local record review data related to information that cannot be collected through ITOTS.

Data shall be collected through a sampling methodology and shall be due on March 31, 2016. The total number of children upon which the sampling rate is based shall be defined on the record review protocol and shall depend on the Part C requirement the review is addressing.
 - b. Updated primary service setting data by January 11, 2016, that reflects the IFSP in effect for each eligible child on December 01, 2015.
 - c. Data requested by the DBHDS to demonstrate the correction of local noncompliance for each child in which noncompliance was identified.
- 3.1.9 Any revisions to local procedures and practices.
- 3.1.10 Improvement Plans, as required by the DBHDS to address areas in which local non-compliance or performance below target is identified.
- 3.1.11 Written notification of projected budget shortfalls to the Part C Administrator as soon as identified.
- 3.1.12 List of names and addresses of families participating in the Infant & Toddler Connection for a specified time period for the Annual Family Survey by February 02, 2016.
- 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 (www.infantva.org) 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 by February 16, 2016.

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- 3.2.6 A desk review or as needed, an on-site data verification visit, to confirm, through a sample of records, the accuracy of selected data submitted by the local Part C system through ITOTS and the annual local record review.
- 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 appropriate, for the random, on-site Medicaid QMR.
- 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 to the local Part C system of the identification 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.

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

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resort provision, the requirements on non-substitution of funds and non-reduction of other benefits shall be met.

- 4.1.5 Obtain prior approval from the Part C Administrator 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 VAC 35-225-50 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.
- 4.1.7 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 **Applicable Laws and Courts:** This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Local Lead Agency shall comply with all federal, state and local laws, rules and regulations applicable to Part C participation.
- 5.2 **Anti-Discrimination:** The Local Lead Agency shall 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 *Virginia Code* § 2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Virginia Code* § 2.2-4343.1.E).

 - 5.2.1 During the performance of this Contract, the Local Lead Agency agrees as follows:

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- a. The Local Lead Agency shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Local Lead Agency. The Local Lead Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Local Lead Agency, in all solicitations or advertisements for employees, shall state that such Local Lead Agency 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.
- 5.2.2 The Local Lead Agency shall include the provisions of 5.2.1 above in every contract for services or purchase order over \$10,000, so that the provisions shall be binding upon each contractor or vendor.
- 5.3 **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: www.infantva.org*).
- 5.3.1 Public Law 105-17, Individuals with Disabilities Education Act (IDEA);
 - 5.3.2 34 C.F.R. Part 303: Early Intervention Program for Infants and Toddlers with Disabilities;
 - 5.3.3 Virginia Code § 2.2-5300 *et seq.*;
 - 5.3.4 Submission, Assurances and Certifications; Part C Grant Application;
 - 5.3.5 The *Requirements for Virginia's Early Intervention System* found at 12 VAC 35-225-50 *et seq.*, any subsequent revisions, and local policies and procedures;
 - 5.3.6 The *Infant & Toddler Connection of Virginia Practice Manual*;
 - 5.3.7 State Board Policy 4037 (CSB) 91-2: Early Intervention Program for Infants and Toddlers with Disabilities and Their Families;
 - 5.3.8 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
 - 5.3.9 Applicable local interagency agreements, contracts, and memoranda of understanding.
 - 5.3.10 Immigration Reform and Control Act of 1986: The Local Lead Agency certifies that they do not and shall not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

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- 5.3.11 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)).
- 5.4 **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.
- 5.5 **Ethics in Public Contracting:** The Local Lead Agency certifies that any contract entered into by the Local Lead Agency as a result of this agreement shall be made without collusion or fraud and that it will not offer or receive any kickbacks or inducements from any other parties in connection with its contract and that it will not confer on any public employee having any 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.
- 5.6 **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.
- 5.7 **Confidentiality:** The Local Lead Agency assures that information and data obtained as to personal facts and circumstances related to clients shall be held confidential, during and following the term of this agreement, and shall not be divulged, except as permitted by law, without written authorization of the individual or the individual's authorized representative and then only in strict accordance with Part C of IDEA confidentiality requirements and prevailing laws.

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- 5.8 **Modification of Contract:** This Contract may be modified upon the mutual agreement of the DBHDS and the Local Lead Agency, including, but not limited to, the Scope of Work, budget, and compensation. Any and all modifications to the Contract shall be in writing and signed by both the Local Lead Agency and the DBHDS. This procedure does not include changes to original funding. The procedure applicable to changes to funds is under Section 5.0 “General Conditions,” Section 5.17 “Changes to Funds.”
- 5.9 **Termination of Contract:** Either the DBHDS or the Local Lead Agency may terminate this Contract at any time during the contract period, upon 90 days written notice via certified mail with return receipt. In the event that the Local Lead Agency wishes to terminate the Contract, the notice of cancellation shall be sent to the Commissioner of the DBHDS. In the event the DBHDS wishes to terminate the Contract, the notice of cancellation shall be sent to the person who signed the Contract on behalf of the Local Lead Agency, or his successor. The 90-day notice period shall commence on the date of receipt of the notice by the addressee as documented by the return receipt. In the event that this Contract is cancelled for any reason, the Local Lead Agency shall cooperate with the DBHDS to develop and implement a transition plan for Part C-eligible children and their families served under this Contract that will ensure continuity of services and supports to children and families. Child Find and all other local Part C system obligations shall continue during the 90-day cancellation time period. The Local Lead Agency shall ensure that current projects will be completed to the satisfaction of the DBHDS with financial compensation being provided for that work.
- 5.10 **Audit:** The Local Lead Agency shall retain all books, records, and other documents relative to this Contract for five years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The DBHDS, its authorized agents, and state and federal auditors shall have full access to and the right to examine any of said materials during said period.
- 5.11 **Availability of Funds:** It is understood and agreed between the parties that the DBHDS and the Local Lead Agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- 5.12 **Assignment of Contract:** This Contract shall not be assignable by the Local Lead Agency in whole or in part without the written consent of the DBHDS. Request for Consent to Partial Assignment shall be made to the DBHDS in writing and sent via certified mail with return receipt to the following address:
- The Virginia Part C Administrator
Infant & Toddler Connection of Virginia-9th Floor
Department of Behavioral Health and Developmental Services
1220 Bank Street
Richmond, Virginia 23219
- 5.13 **Prompt Payment:** The Local Lead Agency shall comply with the terms and conditions of Article 4, Titled “Prompt Payment” of the Virginia Public Procurement Act.
- 5.14 **Drug-Free Workplace:** During the performance of this Contract, the Local Lead Agency agrees to (i) provide a drug-free workplace for the Local Lead Agency’s employees; (ii)

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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 Local Lead Agency'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 Local Lead Agency that the Local Lead Agency maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every contract for services or purchase order of over \$10,000.00 so that the provisions will be binding upon each contractor 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.

- 5.15 **Precedence of Terms:** The terms and conditions of this Contract shall apply in all instances. In the event of a conflict between any of these terms and conditions and those of any other contracts, the terms and conditions of this Contract shall apply.
- 5.16 **Renewal of Contract:** This Contract may be renewed by the DBHDS upon written agreement of all parties for five (5) successive one year periods, under the terms of the current Contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- 5.17 **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 SUBMISSION REQUIREMENTS:

The Local Lead Agency shall submit to the DBHDS the following documents, incorporated as part of this Contract and in the supplemental Excel spreadsheets as Attachments A and B which are required for execution of this Contract:

- 6.1 Identification Sheet
- 6.2 Part C Funds Local System Budget and System Operations Narrative
- 6.3 The Local Lead Agency shall submit to the DBHDS the signed SFY 2016 Local Contract for Continuing Participation in Part C by June 15, 2015. The timely submission of this Contract is required for continuance of automatic allocations. The DBHDS shall suspend semi-monthly payments until the signed Contract is received.

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7.0 PERIOD OF CONTRACT: This Contract commences upon final execution and expires on June 30, 2016, to include work beginning July 01, 2015.

8.0 COMPENSATION AND PAYMENT: The DBHDS shall pay the Local Lead Agency semi-monthly (a total of 24 payments). The timely submission of Expenditure Reports by the Local Lead Agency in accordance with Section 2.1.1.b (1) of this Contract is required for the continuance of automatic allocations. The DBHDS shall suspend any further semi-monthly payments until required reports are received in accordance with this Contract.

Federal Part C Funds: «Federal»

(FFY15 Infants and Toddlers with Disabilities CFDA#84.181)

State General Funds: «State»

TOTAL Part C Allocation SFY16: «Total»

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.

9.0 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.

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

By: _____

Title: _____

Date: _____

Department of Behavioral Health and Developmental Services

By: _____

Christopher Foca, DBHDS

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Director, Office of Administrative Services

Date: _____

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ATTACHMENTS

ATTACHMENT A– Identification Sheet

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

ATTACHMENT C - Verification Forms

ATTACHMENT D – Anticipated Data/Information Required from Local Lead Agencies

ATTACHMENT A

IDENTIFICATION SHEET

«LeadAgency»

Name of Local Lead Agency

Contact Person for Local Lead Agency

Address

Telephone number

Fax number

Email Address

«SysMan»

Name of Local Part C System Manager

Infant & Toddler Connection of «InfantToddler_Connectionof»

Name of Local System

Address

Telephone Number

Fax Number

«email»

Email Address

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

These embedded interagency budget and expenditure reporting forms and instructions for FFY15 are included. Please open and “Save As” adding your system name to the name of the spreadsheet.

ATTACHMENT C
Data Verification Procedures and Forms

Each Quarter

- A. Complete *and submit* “Quarterly ITOTS Active Users Verification Form” along with a list of current, active ITOTS users no later than July 13, 2015; October 13, 2015; January 11, 2016; and April 11, 2016.
- B. Using the first day of the quarter as the begin date and the last day of the quarter as the end date, generate from ITOTS the following four (4) reports (and perform the specified actions):
1. Children Active (See “OSEP Verification/Monitoring Reports”)

→ Confirm that all of the children on this list are or were active (i.e., had a current IFSP) during the specified quarter and that the report contains all active children in the local system.
 2. Initial IFSP Dates Within the Time Period (See “OSEP Verification/Monitoring Reports”)

→ Confirm that all children who had an initial IFSP during the time period are on this list.
 3. Children Discharged (See “OSEP Verification/Monitoring Reports”)

→ Confirm that all children who have been discharged during the time period were discharged in ITOTS.
 4. Child Status- List (See “Child Specific Reports”)

→ Select the last day of the quarter for the report date
→ Select “export to Excel”
→ Sort the data by the last column (child_status_des)
→ Review the information in the last column and take the appropriate actions:
 - Discharge children who are listed as “no longer age eligible”
 - Enter missing data into ITOTS for children whose status indicates that data is missing.

- Review the list of children with the message “needs evaluation and IFSP developed by...” to determine if any of these children are no longer in early intervention (e.g., ineligible, declined services, lost to follow up, etc.) and update children’s status as appropriate.

C. Complete *and maintain on file*:

1. “Quarterly Data Verification Form”; and
2. The above-referenced four (4) ITOTS data reports:

Once Annually

A. Complete *and submit* no later than January 11, 2016, the following two (2) forms:

1. Annual Data Accuracy Verification Form – ITOTS Data and December 1st Child Count
2. Annual Data Accuracy Verification Form – Primary Service Setting

B. Complete *and submit* no later than March 31, 2016, the Annual Verification Form – Local Record Review Verification 2016.

Quarterly Data Verification Form	<input type="checkbox"/> Q1 (July – September 2015)	<input type="checkbox"/> Q3 (January – March 2016)
	<input type="checkbox"/> Q2 (October – December 2015)	<input type="checkbox"/> Q4 (April – June 2016)
	<i>(Please check the appropriate quarter for which you are reporting data.)</i>	
	Infant & Toddler Connection of «InfantToddler_Connectionof»	
	Report	Date(s) Run
	1. Children Active	
	2. Initial IFSP Dates within the Time Period	
	3. Children Discharged	
	4. Child Status	
	<i>By my signature on this form, I certify that the above reports were run on the date(s) specified and that they have been verified for accuracy to the best of my ability. Copies of the reports are on file with this signed Quarterly Data Verification Form.</i>	
<i>Signature</i>	<i>Date</i>	
<i>Local Contract for Participation in Part C FFY15/SFY16</i>		

Annual Data Accuracy Verification Form	ITOTS Data and December 1 st Child Count	
	Infant & Toddler Connection of «InfantToddler_Connectionof»	
	<p><i>By my signature on this form, I certify that to the best of my ability the child count for December 1, 2015, is accurate. Specifically, all children that were closed to the system prior to December 1, 2015, have had their transition destinations entered. All children with an IFSP date prior to December 1, 2015, have been entered.</i></p>	
	Signature	Date
Return this form with the active ITOTS users list to your monitoring consultant no later than January 11, 2016.		
<i>Local Contract for Participation in Part C FFY15/SFY16</i>		

Annual Data Accuracy Verification Form	Primary Service Setting	
	Infant & Toddler Connection of «InfantToddler_Connectionof»	
	Verification of primary service setting for children with an active IFSP on 12/01/15	
	Primary Service Setting data updated on: _____	
	<p><i>By my signature on this form, I certify that the local system's primary service setting data was updated in the new ITOTS report to reflect the primary service setting for each child based on the IFSP that was in effect on December 1, 2015. This data has been verified and is deemed accurate to the best of my ability.</i></p>	
<i>Signature</i>	<i>Date</i>	
Return this form with the active ITOTS users list to your monitoring consultant no later than January 11, 2016.		
<i>Local Contract for Participation in Part C FFY15/SFY16</i>		

Annual Verification Form	Local Record Review 2016	
	Infant & Toddler Connection of «InfantToddler_Connectionof»	
	Date Sent to State Office:	
	Name(s) of Reviewer(s):	
	<p>Verification Statement</p> <p><i>By my signature on this form, I certify that the information above indicates that I have completed the 2016 Annual Local Record Review in accordance with the instructions provided and I have verified the accuracy of the data. In addition to submitting the above information to the Part C Office, I will keep a copy on file of the submitted forms, any documentation which supports the answers and this verification form.</i></p>	
	Signature	Date
Return this form with the active ITOTS users list to your monitoring consultant no later than March 31, 2016.		
<i>Local Contract for Participation in Part C FFY15/SFY16</i>		

ATTACHMENT D

Anticipated Data/Information Required from Local Lead Agencies

During SFY 16

The following table provides a list of data and information required from Local Lead Agencies during SFY 16, as well as the purpose for collecting this data and the ways the data may be used. While every effort has been made to plan ahead in identifying data requirements of Local Lead Agencies, there are almost always data needs that arise during the course of a year that were not originally anticipated. When that occurs, Department Of Behavioral Health and Developmental Services will provide advance notice in requesting the additional information or data, as indicated in 2.2.6 of this Contract.

Data/ Information Requirement	Due Date	Submit To	Purpose for Collecting this Data	How This Data will be Used
Primary Service Setting Data	01/11/16	Monitoring Consultant	To document the primary service settings for all children in Part C as of December 01, 2015 as required for reporting to OSEP.	This data is required by the Office of Special Education Programs based on all children receiving services in the Part C system as of December 01, 2015.
Part C Expenditure Reports		Sharon Erdt	To document expenditures of Part C funds during the contract year in accordance with federal requirements.	This data is used by Department Of Behavioral Health and Developmental Services to monitor use of funds at the local level, to document trends in use of funding statewide.
Mid-Year Report	02/16/16			
End-of-Year Report	8/15/16			
Federal Balance Report for 07/01/15 thru 09/30/15	11/16/15			

Data/ Information Requirement	Due Date	Submit To	Purpose for Collecting this Data	How This Data will be Used
<p>Child specific data that meet Individual Child Data Form elements (to be entered into the secure web-based data system).</p>	<p>Must be entered within 10 business days of the Eligibility Determination date and within 10 business days of the discharge/transition from the local system. Data should be checked for needed updates and confirmed by:</p> <p>07/13/15 10/13/15 01/11/16 04/11/16</p> <p>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 the date eligibility was determined.</p>	<p>Enter information in ITOTS.</p>	<p>To meet federal reporting requirements related to child count and other child-specific data.</p> <p>To allow enrollment and discharge from the Medicaid Early Intervention Data System.</p>	<p>Child count and other required child-specific data must be submitted to OSEP annually. This data will also assist with state and local planning, accountability, compliance and systems improvement.</p> <p>The Medicaid Early Intervention Benefit will be added in the Medicaid Data System (VAMMIS) for children who are eligible for Early Intervention and who have Medicaid/FAMIS coverage. The EI benefit will be ended in VAMMIS (by DBHDS staff) when the child is discharged from the local system.</p>

Data/ Information Requirement	Due Date	Submit To	Purpose for Collecting this Data	How This Data will be Used
<p>Generate, on at least a quarterly basis, the <i>Children Active, Children Discharged and Initial IFSP Dates within the Time Period</i> reports through ITOTS.</p>	<p>07/13/15 10/13/15 01/11/16 04/11/16</p>	<p>Local systems must keep these reports and the verification forms on file and make them available upon request by DBHDS.</p>	<p>To meet the federal reporting requirements related to child count and child-specific data and to meet the federal requirement for verification of accuracy.</p>	<p>The Local Lead Agency reviews these reports and confirms the accuracy of the data by signature of the local system manager. This quarterly confirmation of accuracy is kept on file by the Local Lead Agency and is made available to the Department Of Behavioral Health and Developmental Services upon request.</p>

Data/ Information Requirement	Due Date	Submit To	Purpose for Collecting this Data	How This Data will be Used
<p>Quarterly, run the ITOTS” Active User Accounts” verification report to verify that all users should be maintained as active users in ITOTS to the State Lead Agency and signed by the local system manager. Indicate any users that need to be deleted by making a strikethrough.</p>	<p>07/13/15 10/13/15 01/11/16 04/11/16</p>	<p>Monitoring Consultant</p>	<p>To meet the FERPA requirements related to confidentiality of information for Part C children and families.</p>	<p>To ensure that confidentiality for Part C children and their families is maintained by verifying that only those individuals who are authorized users have access to ITOTS</p>
<p>Annually, the Local Lead Agency provides written verification (signed by the local system manager) to the State Lead Agency of the data accuracy based on the quarterly review of ITOTS reports.</p>	<p>01/11/16</p>	<p>Monitoring Consultant</p>	<p>To meet the federal reporting requirements related to child count and child-specific data and to meet the federal requirement for verification of accuracy.</p>	<p>Child count and other required child-specific data must be submitted to OSEP annually. This data will also assist with state and local planning, accountability, compliance and systems improvement.</p>

Data/ Information Requirement	Due Date	Submit To	Purpose for Collecting this Data	How This Data will be Used
Revised local policies and procedures.	Any time substantive changes are made to the local policies and procedures and prior to implementation of those changes.	Part C Monitors and Technical Assistance Consultants	Compliance with federal and state regulations governing Part C.	Compliance and accountability at the local level for the provision of early intervention services.
Annual Local Record Review	03/31/16	Monitoring Consultants	A component of the state monitoring and supervision system and a requirement of the State Performance Plan as required by OSEP that samples records and looks at the following data: determining whether supports and services listed on the IFSP begin in a timely manner following IFSP development; transition.	Reporting to OSEP on the progress of the Infant & Toddler of Virginia as outlined in the State Performance Plan and monitoring and supervision by the state lead agency to ensure compliance with the federal and state Part C requirements.

Data/ Information Requirement	Due Date	Submit To	Purpose for Collecting this Data	How This Data will be Used
Family Survey Contact Information	02/02/2016	sFTP Server	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.