

State Fiscal Year (SFY) 2006

COMMONWEALTH OF VIRGINIA



Infant & Toddler Connection of Virginia

LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C

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

James S. Reinhard, M.D., Commissioner
Department of Mental Health, Mental Retardation and Substance Abuse Services

Table of Contents

1.0 DEFINITIONS 2

2.0 SCOPE OF WORK 5

 Local Lead Agency 5

 DMHMRSAS 12

3.0 DELIVERABLES 13

 Local Lead Agency 13

 DMHMRSAS 15

4.0 ASSURANCES 15

5.0 GENERAL CONDITIONS 17

 Applicable Laws and Courts 17

 Anti-Discrimination 17

 Compliance 18

 Immigration Reform and Control Act of 1986 19

 Authorities 19

 Ethics in Public Contracting 19

 Performances 19

 Confidentiality 19

 Modification of Contract 19

 Termination of Contract 19

 Audit 20

 Availability of Funds 20

 Assignment of Contract 20

 Prompt Payment 20

 Drug-Free Workplace 20

 Precedence of Terms 20

 Renewal of Contract 20

 Changes to Funds 21

6.0 SUBMISSION REQUIREMENTS 21

7.0 PERIOD OF CONTRACT 21

8.0 COMPENSATION AND PAYMENT 21

9.0 SUBMISSION STATEMENT 21

ATTACHMENT A – IDENTIFICATION SHEET 24

ATTACHMENT B – LOCAL PART C INTERAGENCY BUDGET, EXPENDITURE
REPORTING FORM, 25

ATTACHMENT C – State Fiscal Year (SFY) 2005 Local Part C Interagency Budget
Justification Narrative 29

ATTACHMENT D – Personnel Table – Federal Part C Report 30

ATTACHMENT E – Instructions for Completing the Personnel Table – Federal Part
C Report 31

ATTACHMENT F – Personnel Data - Reporting Form 33

ATTACHMENT G – Anticipated Data/Information Required from Local Lead
Agencies 34

CONTRACT # _

**State Fiscal Year (SFY) 2006 COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

THIS DOCUMENT CONSTITUTES AN AGREEMENT BETWEEN:

The {Agency Name}, {address}, hereinafter referred to as the **Local Lead Agency**

AND

The Department of Mental Health, Mental Retardation and Substance Abuse Services; P. O. Box 1797, 1220 Bank Street, Richmond, Virginia 23219, hereinafter referred to as the **DMHMRSAS;**

AND IS DATED: June 30, 2005

I.0 DEFINITIONS

Administrative Costs – operational costs incurred by the Lead Agency as a result of administering the local Part C contract (e.g. fiscal management, development and monitoring of contracts with providers).

Associated Costs – costs associated with the provision of entitled Part C early intervention services (e.g. travel time and mileage; participation in IFSP or other team meetings; Part C billing-related documentation over and above that required for other consumers of the agency/practice; professional consultation when the child/family is not present).

Days – as used within this contract, refers to calendar days unless clearly specified otherwise.

Early Intervention Services – services provided through Part C of the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. § 1431 et seq.), as amended, designed to meet the developmental needs of each child and the needs of the family related to enhancing the child's development and provided to children from birth to age three who have (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 developmental delay.

Entitled Services – A budget category based on the services designated by federal requirements under IDEA. The services included as budget line items are Assistive Technology; Audiology; Evaluation/Assessment; Family Training, Counseling and Home Visits; Health; Nursing; Nutrition; Occupational Therapy; Physical Therapy; Psychology; Service Coordination/Case Management; Social Work; Special Instruction; Speech Language Pathology; Transportation; and Vision.

Family-Centered Practices – a way of planning and providing early intervention services in which families are involved in all aspects of decision-making, families' cultures and values are respected, and families are provided with accurate and sufficient information to be able to make informed decisions. Family-centered practices include

establishing an active parent-provider partnership; considering family routines, activities and natural settings throughout the early intervention process (from child find, evaluation and assessment, and delivery of entitled services on through transition); and 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 – an instrument designed to collect and track individual family-level data at two points in a family's experience in Virginia's early intervention system: at the time of the initial IFSP, and at the time of transition from early intervention. This two-stage instrument captures a family's views about its experiences with accessing the early intervention system, preparation for and development of an individualized family service plan, service delivery, and transition out of early intervention. The family survey has been integrated into Virginia's Monitoring and Improvement Measurement System (MIMS).

General Supervision Enhancement Grant (GSEG) – An Office of Special Education Programs (OSEP) grant received by the Infant & Toddler Connection of Virginia and operated in collaboration with the Mid-South Regional Resource Center of the University of Kentucky. The focus of the grant is on developing and enhancing Part C state outcome indicators and methods to collect and analyze Part C outcome indicator data. The grant will specifically address the impact of Part C services by establishing desired outcomes, selecting indicators and implementing methods to measure, collect and analyze the effects of Part C services.

Individualized Family Service Plan (IFSP) – a written plan, as required by Part C of IDEA, for providing Part C early intervention services to eligible infants and toddlers and their families and that:

1. Is developed jointly by the family and appropriate qualified personnel providing early intervention services;
2. Is based on the multidisciplinary evaluation and assessment of the child and the assessment of the resources, priorities and concerns of the child's family as determined by the family;
3. Includes outcomes, strategies, and services necessary to enhance the development of the child and the capacity of the family to meet the special needs of the child; and
4. Contains all of the required elements as specified in Component VII of Virginia's Part C Policies and Procedures.

Infant and Toddler Online Tracking System (ITOTS) – secured, web-based data entry system for collection and tracking of child-specific 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 the Department of Mental Health Mental Retardation and Substance Abuse Services (DMHMRSAS), 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. There are 40 LICCs across the state.

The membership of the LICCS, as established by the *Virginia Code*, § 2.2 – 5305, shall include designees from the following agencies who are authorized to make funding and policy decisions: community services board, department of health, department of social services, and local school division.

The duties of LICCs, as defined in the *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; and
6. Developing local procedures and determining mechanisms for implementing policies and procedures in accordance with state and federal statutes and regulations.

Local Lead Agency – public agency that, under contract with DMHMRSAS, administers local Part C funds and fulfills the requirements of the Local Contract for Continuing Participation in Part C.

A. Local lead agencies shall facilitate implementation of local early intervention services statewide. The state lead agency shall contract with local lead agencies. The local lead agency shall be a public agency selected by the local interagency coordinating council.

B. The duties of the local lead agency as defined in the *Virginia Code*, § 2.2-5305 shall include:

1. Establishing and administering a local system of early intervention services that meets all federal Part C requirements and Virginia policies and procedures governing the provision of early intervention services;
2. Implementing consistent and uniform policies and procedures for public and private providers to determine parental liability and to charge fees for early intervention services pursuant to regulations, policies and procedures adopted by the state lead agency; and
3. Managing federal and state Part C early intervention funds allocated from the state lead agency for the local early intervention system, including contracting or otherwise arranging for services with local early intervention service providers.

C. Localities shall not be mandated to fund any costs under this contract either directly or through participating local public agencies.

Local Part C System Manager - Individual employed to coordinate and provide oversight for the local Part C system. The roles and responsibilities of the local Part C system manager include, but are not limited to, the following:

1. Serving as a liaison between the local Part C system and the State Lead Agency, DMHMRSAS;
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 and philosophy associated with individualizing Part C early intervention supports and services in everyday routines, activities and places to a wide variety of people in order to move the local system forward in adopting these practices;
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 trends to monitor individualization of supports and services;
6. Assisting the Local Lead Agency in continuously monitoring projected Part C expenditures based upon active IFSPs and available reimbursement sources;
7. Facilitating continuous local system improvement through collection, use and interpretation of data (e.g. chart reviews, ITOTS, Family Survey, etc.); and
8. Assisting the Local Lead Agency in completing local contract requirements.

Local Participating Agency or Provider – any public agency, or its contracting agency or provider, that provides early intervention services or other activities according to Virginia Part C Policies and Procedures 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.

Local Plan of Improvement – the written plan developed by a local Part C system to address any compliance issues identified through MIMS. Specific timelines are required for each identified area of improvement. DMHMRSAS monitors and supports the successful completion of the improvement actions included in the plan within the specified time.

Monitoring and Improvement Measurement System (MIMS) – Virginia’s interagency system of evaluation and monitoring of the Part C system that is utilized to ensure local compliance with federal regulations and Virginia Part C Policies and Procedures. MIMS also serves as the mechanism for local improvement planning and implementation.

Natural Environments – settings that are natural, or typical, for a child’s age peers who have no disabilities.

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.

Systems Operations – a budget category that includes the line items of Administration, System Management, Data Collection, and Training.

2.0 SCOPE OF WORK

2.1 Local Lead Agency

2.1.1. FISCAL

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

- a. Purchase, contract for, and/or provide services and disburse funds in accordance with the local interagency Part C budget developed in collaboration with the LICC and approved by the DMHMRSAS.
 - (1) Ensure adherence to its own requirements, as well as those of the DMHMRSAS, 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 DMHMRSAS, 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 state and local Part C Policies and Procedures (including provision of services in accordance with *Individualized Part C Early Intervention Supports and Services in Everyday Routines, Activities and Places*) in all of its contracts with Part C service providers.
 - (4) Monitor all of its contracts with Part C service providers for compliance with all state and local Part C Policies and Procedures (including provision of services in accordance with *Individualized Part C Early Intervention Supports and Services in Everyday Routines, Activities and Places*).
- b. Prepare and submit all reports required by the DMHMRSAS. 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 each six months of the fiscal year (7/1/ 05 – 6/30/-06). Any federal or state Part C funds unexpended at June 30, 2006 must be obligated and expended during the period of July 1, 2006 through September 30, 2006. Any unspent funds after September 30, 2006 will be returned to the DMHMRSAS. The expenditure reports, which must include signatures of an individual with fiscal authority from the Local Lead Agency and the Local Part C System Manager, are due 45 days following each six months. If an expenditure report is submitted later than 60 days following a reporting period, the DMHMRSAS shall suspend payments to the Local Lead Agency until the report is received in accordance with this contract. Funding will be brought up to date on the next payment once the report is received.

Report and submission deadlines are as follows:

First report (07/01/05 thru 12/31/05) Due February 14, 2006

Second report (01/01/06 thru 06/30/06) Due August 15, 2006

Final Report (07/01/06 thru 09/30/06) Due November 14, 2006

- (2) Within the local Part C allocation award amount and in accordance with DMHMRSAS requirements and procedures, prepare and submit the budget and budget revisions in collaboration with the LICC.

(a) Administrative costs may not exceed 3% of the total local Part C allocation;

(b) 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 DMHMRSAS. The budget categories are Systems Operations and Entitled Services. (See definitions on pages 2-5 or on page 27.) The Local Lead Agency, in collaboration with the LICC, also may revise up to 10% of its

budget between categories without the approval of the DMHMRSAS. When seeking to move funds between budget categories, revisions, either singular or cumulative, exceeding 10% of the amount of this Contract must be submitted in writing to the DMHMRSAS 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 DMHMRSAS requirements.

- (2) Prepare and submit data mandated by the Virginia General Assembly under Budget Line Item 334 including the following:
 - (a) Total revenues used to support Part C services;
 - (b) Total expenses for all Part C services;
 - (c) Total numbers of infants and toddlers and families served using all Part C revenues; and
 - (d) Services provided to those infants and toddlers and families.

The information mandated for reporting by the General Assembly, will be reported by the Local Lead Agency on the Budget/Expenditure Form. Total revenues used to support Part C services shall be submitted by the Local Lead Agency on the designated area of Page 1 of the Budget/Expenditure Form. Total expenses for all Part C services and services provided to those infants and toddlers and families shall be reported on the designated area of Page 2 of the Budget/Expenditure. Total number of infants and toddlers and families served using all Part C revenues shall be compiled and reported by the state office from ITOTS data. (See attachment)

- (3) Make available Part C funds to ensure access to and maintenance for all necessary computer resources in accordance with DMHMRSAS 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 for MIMS and other required/requested data needs (see www.infantva.org for required MIMS data elements) via Microsoft Access Software or other software as provided by the state. Part C funds budgeted for this purpose must be reflected in the Data Collection line item of the local Part C budget.

2.1.2. ADMINISTRATION:

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

a. Re-evaluate and revise local policies and procedures within six months of the receipt of the revised and approved State Policies and Procedures.

b. Ensure that local policies and procedures address the following Part C requirements:

- (1) Family-centered supports and services in accordance with *Individualized Part C Early Intervention Supports and Services in Everyday Routines, Activities and Places*.
- (2) The 45-day timeline requirements under Virginia Part C Policies and Procedures related to completing the initial evaluation/assessment to determine eligibility and the development of an Individualized Family Service Plan for all eligible children.
- (3) The statewide uniform ability to pay policies and procedures in accordance with Component XIII and Appendix X of the Virginia Part C Policies and Procedures.
- (4) Procedural safeguards and dispute resolution procedures under Virginia Part C Policies and Procedures.
- (5) 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 eligibility requirements, the following:
 - (a) Medicaid — Medicaid-eligible children must receive early intervention services from Medicaid providers. Early intervention services may be covered based on eligibility and other factors through Medicaid programs including, but not limited to, Medallion I, Medallion II, the MR Community-based Waiver, Technology Assisted Waiver, EPSDT, FAMIS, FAMIS II, Elderly and Disabled Waiver, State Plan Services (including, but not limited to, Targeted Case Management (TCM), occupational therapy, physical therapy, speech-language pathology),
 - (b) Other Federal funds, including, but not limited to, Maternal Child Health;
 - (c) TriCare;
 - (d) State General Funds;
 - (e) Local government funds;
 - (f) Private funds, including private third party insurance with parental permission;
 - (g) Donations;
 - (h) Family fees; and
 - (i) All other locally identified sources of funding that apply to Part C services.

- c. Develop, review and revise local interagency agreements, contracts and memoranda of understanding, as necessary, to ensure inclusion of terms and conditions that require all local public and private participating agencies/providers comply with Part C requirements when providing Part C services.
- d. 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.
- e. Review and revise (as needed) the list of locally-identified potential informal resources and supports within the community (as identified in previous years through the process of community mapping) and adding, as necessary, formal resources and supports (e.g. third party payors, local participating agencies/providers) 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.
- 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 ensuring access to all potential payors in accordance with the payor of last resort provision of Part C of IDEA.
- g. Respond to data requests from the DMHMRSAS including, but not limited to, federal- and state-required data, including personnel data as captured by the "Personnel Table" (Attachment D) and child data as captured on ITOTS, and other requested data captured via other methods as developed and implemented in Virginia and in accordance with timelines established by DMHMRSAS (see list in Attachment G). It is expected that the Local Lead Agency shall, with the advice and assistance of the LICC, meet the established timelines for responding to required data elements/reports. Specifically, the Local Lead Agency will collaborate with the LICC, as needed, in determining a local process for entering child specific data including all the required Individual Child Data Form data elements into the secure web-based system in accordance with instructions and guidance provided by the DMHMRSAS (see the ITOTS web page or www.infantva.org). Child specific data is required by the DMHMRSAS to meet federal reporting requirements and to assist with state and local planning, accountability, compliance and systems improvement.
- h. Participate with the GSEG as requested.

The Mid-South Regional Resource Center of the University of Kentucky will operate an OSEP General Supervision Enhancement Grant in collaboration with the Infant & Toddler Connection of Virginia. The focus of the grant is on developing and enhancing part C state outcome indicators and methods to collect and analyze Part C outcome indicator data. The grant will specifically address the impact of Part C services by establishing desired outcomes, selecting indicators and implementing methods to measure collect and analyze the effects of Part C services.

i. Participate in Virginia's MIMS in accordance with the guidance from the DMHMRSAS in order to: a) ensure that local Part C systems are accountable to the children and families they serve; b) assure quality and efficiency while also assuring compliance with Federal, State, and local Part C requirements; and c) promote local quality improvement of early intervention services. With the advice and assistance of the LICC, the Local Lead Agency shall carryout the following MIMS requirements:

- (1) Implement all MIMS procedures, data elements, reports and other requirements in accordance with the requirements and timelines of the MIMS cycle that the local Part C system is participating in including self-assessment based on MIMS indicators, hosting site visit, development of a plan of improvement, and status reports according to MIMS requirements and guidance.
- (2) Implement the statewide family survey with guidance and technical assistance from DMHMRSAS. Enter family survey data in the database provided by DMHMRSAS in accordance with DMHMRSAS requirements and timelines, as family surveys are completed, or at least quarterly.
- (3) Review interagency agreements, contracts, and memoranda of understanding or letters of agreement annually and revise as necessary and make available for review by DMHMRSAS as part of MIMS.

j. Identify and report substantial, recurring non-compliance with contract issues related to Part C on behalf of local participating agencies or providers in accordance with the following process:

(1) The Local Lead Agency shall collaborate with the LICC and all other participating agencies or providers to resolve, to the greatest extent practicable, the issue locally prior to submitting a notice to the DMHMRSAS. Technical assistance is available from the DMHMRSAS to assist local Part C systems in their efforts at local resolution. When local issues of non-compliance, like those listed below, cannot be resolved at the local level then they are defined as substantial, recurring non-compliance issues. Substantial, recurring non-compliance issues include, but are not limited to, the following situations:

- (a) Non-compliance with payor of last resort and local maintenance of effort provisions of Part C of IDEA or paying for non-Part C activities or services for non-Part C children with Part C funds;
- (b) Significant barrier in providing early intervention services, including delaying or preventing children from receiving services in accordance with requirements;
- (c) Inability to provide required services as a result of provider limitations;
- (d) Reporting delays to the Local Lead Agency by Part C participating agencies or providers regarding required data or requested or required information that impacts the Local Lead Agency's ability to report in a timely fashion to DMHMRSAS;
- (e) The content or the implementation of local interagency agreements, memorandum of understanding are not in compliance with Part C requirements;

- (f) Personnel are not being hired in accordance with Part C requirements; and
 - (g) Lack of participation and compliance with the MIMS process and requirements including implementing the family survey, indicator analysis and required information and local plan of improvement.
- (2) The DMHMRSAS shall respond in writing to the Local Lead Agency within 15 days of receipt of the notification of the substantial, recurring non-compliance and shall identify the status or next steps that it proposes to take to resolve the non-compliance.
 - (3) DMHMRSAS and the Local Lead Agency shall commit to making good faith efforts to develop plans and implement strategies to resolve issues of substantial, recurring non-compliance or barriers identified that prevent or delay children from receiving services.

2.1.3. PERSONNEL

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 utilize hiring practices for employing early intervention personnel that meet Component IX, Personnel Standards in *Virginia Policies and Procedures for the Implementation of Part C of the Individuals with Disabilities Education Act*. Such terms shall include requiring that:
 - (1) The required documentation on the Personnel Data – Reporting Form (Attachment F) is completed by May 1, 2006 to:
 - (a) Ensure that early intervention personnel who do not meet a highest standard when hired complete necessary course work within three years to meet a highest standard; and
 - (b) Identify those persons employed as Early Intervention Assistants who are in the process of achieving approval of their qualifications within eighteen months from their date of hire.

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 utilize consistent statewide forms (see www.infantva.org for forms). Agencies may utilize electronic capabilities to produce forms that are substantially equivalent to the statewide forms in content, sequence, format and appearance with the exception of Procedural Safeguards forms. Original or photocopied statewide Procedural Safeguard forms must be used. Statewide service delivery forms include, but are not limited to, the following:
 - (1) “Individualized Family Service Plan (IFSP)” Form;
 - (2) “Notice and Consent for Initial Evaluation/Assessment” Form;
 - (3) “Confirmation of Initial Evaluation and Assessment Schedule” Form (optional);
 - (4) “Confirmation of Individualized Family Service Plan (IFSP) Schedule” Form;

- (5) "Confirmation of Evaluation/Assessment and Individualized Family Service Plan (IFSP) Meeting" Form;
 - (6) "Declining Early Intervention Services" Form;
 - (7) "Parental Prior Notice" Form;
 - (8) "Notice and Consent for Screening" Form;
 - (9) "Notice of Child and Family Rights in the Infant and Toddler Connection of Virginia System (December 2002)"; and
 - (10) "Strengthening Partnerships: A Guide to Family Safeguards in the Infant & Toddler Connection of Virginia Part C Early Intervention System (December 2002)".
- b. Help families in accessing formal and informal supports and community resources (including third party and other financial resources) to promote attainment of IFSP outcomes through various learning opportunities that naturally occur during the family's typical daily activities and routines (in accordance with *Individualized Part C Early Intervention Supports and Services in Everyday Routines, Activities and Places*).
 - c. Each local Part C system must establish a mechanism that will provide oversight of local service delivery trends and that will help move the local system forward in adopting the practices outlined in the *Individualized Part C Early Intervention Supports and Services in Everyday Routines, Activities and Places*.

The mechanism does not supersede the IFSP team's authority to determine appropriate supports and services. Rather, the intention of the mechanism is to prompt the local Part C system to stop, review and discuss whether supports and services are being provided in accordance with the *Individualized Part C Early Intervention Supports and Services in Everyday Routines, Activities and Places*.

- d. Utilize and promote public awareness materials disseminated by the Infant & Toddler Connection of Virginia Early Intervention Office to ensure a consistent statewide public awareness campaign. This includes adopting and utilizing the consistent statewide identity and logo in the local early intervention system.

2.2 DMHMRSAS

DMHMRSAS shall:

- 2.2.1 Disperse state and federal Part C funds, subject to the Local Lead Agency's compliance with the provisions of this contract.
- 2.2.2 Provide advance notice in 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 will be provided in writing to the Local Lead Agency representative who signed the local contract.

- 2.2.3 Disseminate consistent statewide public awareness campaign materials and strategies and provide guidance for implementation.
- 2.2.4 Make available, upon request, multiple copies of Procedural Safeguards forms, including translated forms as feasible to do so.
- 2.2.5 Make available on its website (www.infantva.org) copies of all forms that are required for use by participating agencies in providing Part C services, in addition to policy and technical assistance documents and minutes from various meetings.
- 2.2.6 Provide communication to the Local Lead Agency on a regular basis, identifying updated information on the DMHMRSAS website (www.infantva.org) and other pertinent resources and information
- 2.2.7 Provide technical assistance to the Local Lead Agency, the LICC and local participating agencies or providers.
- 2.2.8 Conduct random or planned fiscal audits, as DMHMRSAS deems appropriate.
- 2.2.9 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.
- 2.2.10 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 and Virginia Part C Policies and Procedures, which are reviewed at least annually and revised as necessary, and on other information as appropriate.
- 2.2.11 Acknowledge to the Local Lead Agency receipt of the notification of substantial, recurring non-compliance or projected insufficient financial resources within 15 business days and identify steps and proposed timeframes for resolution.
- 2.2.12 Maintain interagency agreements with the participating state agencies: the Departments of Health; of Education; of Medical Assistance Services; of Mental Health, Mental Retardation and Substance Abuse Services; and of Social Services; the Departments for the Deaf and Hard-of-Hearing, for the Blind and Vision Impaired, and for Virginia Office for Protection and Advocacy; and the Bureau of Insurance with the State Corporation Commission. In addition, the DMHMRSAS will resolve disagreements relating to these interagency agreements and seek compliance from the state agencies at the local level after reasonable local effort.
- 2.2.13 Delineate between those data requests to which a response is required (e.g., federally-required, State-required, requested by Virginia legislature) and those to which a response is not required, per se, but necessary for the purpose of making informed policy decisions.

3.0 DELIVERABLES

3.1 Local Lead Agency

The Local Lead Agency shall provide to the DMHMRSAS the following:

- 3.1.1 Executed contract documents as specified on the Contract form included herein.
- 3.1.2 MIMS documents and data as follows, in collaboration with the LICC, in accordance with the requirements of the MIMS cycle in which the local Part C system is participating, in accordance with submission/data entry timelines as specified by the DMHMRSAS, and in accordance with the Scope of Work of this contract:
 - a. Family Survey Data – due dates as follows:

Report period May – July	Due: August 1, 2005
Report period August – October	Due: November 1, 2005
Report period November – January	Due: February 1, 2006
Report period February – April	Due: May 1, 2006
 - b. MIMS Indicator Data in accordance with monitoring timelines for each local Part C system.
- 3.1.3 Child-specific data, in collaboration with the LICC and in accordance with the Infant and Toddler Online Tracking System (ITOTS) data elements as children enter the system or at least by the last day of each month. Data must be reviewed and updated by the local Part C system (to ensure that the local count reflects the actual children in the system at that time – new children are entered and discharged children are closed) quarterly, by July 10, 2005; October 10, 2005; January 10, 2006; and April 10, 2006.
- 3.1.4 Report of Non-Compliance submitted within 30 days of identification of the non-compliance including; a) identification of the substantial recurring non-compliance issue, b) the agencies or providers involved, c) the length of time that the non-compliance has occurred, and d) the steps taken to resolve the issue at the local level.
- 3.1.5 The federally required Part C “Personnel Table” (Attachment D) by September 15, 2005.
- 3.1.6 The required documentation related to personnel who do not meet highest standards in accordance with the Personnel Data – Reporting Form: Documentation of Personnel Currently Employed in LICC’s Early Intervention System As Early Intervention Assistants by May 1, 2006 (Attachment F).
- 3.1.7 Completed Part C expenditure reports and due dates as follows:

First report	(07/01/05 thru 12/31/05)	Due February 14, 2006
Second report	(01/01/06 thru 06/30/06)	Due August 15, 2006
Final Report	(07/01/06 thru 09/30/06)	Due November 14, 2006

If an expenditure report is submitted later than 60 days following a period, the DMHMRSAS shall suspend payments to the Local Lead Agency until the report is received in accordance with this contract. Funding will be brought up to date on the next payment once the report is received.

3.1.8 Revised local Part C budgets, as necessary, in collaboration with the LICC and in accordance with DMHMRSAS requirements and procedures.

3.1.9 Unspent Part C funds at the end of the fiscal year according to timelines and guidance provided from the DMHMRSAS.

3.1.10 Data mandated by the Virginia General Assembly under Budget Line Item 334, (see 2.1.1b (3)) including the following:

- (a). Total revenues used to support Part C services;
- (b). Total expenses for all Part C services;
- (c). Total numbers of infant and toddlers and families served using all Part C revenues; and
- (d). Services provided to those infants and toddlers and families

3.1.11 A mechanism that will provide oversight of local service delivery trends and that will help move the local system forward in adopting the practices outlined in the Individualized Part C Early Intervention Supports and Services in Everyday Routines by September 30, 2005.

3.1.12 Revised local policies and procedures within six months of the receipt of the revised and approved State Policies and Procedures.

3.2 DMHMRSAS

DMHMRSAS 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 and minutes from meetings.

3.2.3 Training and technical assistance to the Local Lead Agency, the LICC and local participating agencies based upon state and local needs and issues.

3.2.4 State and Federal Part C funds in accordance with this Contract.

4.0 **ASSURANCES**

4.1 The Local Lead Agency will:

- a. Provide financial reports containing information that the State may require; and
- b. Keep financial records and afford access to those records as the State may find necessary to assure the correctness and verification of reports and proper disbursement of funds provided under Part C.

(34 CFR 303.122)

4.2 The Local Lead Agency assures through the terms and conditions of interagency agreements, contracts, and purchase orders, the following:

- a. Federal funds made available under Part C will not be commingled with State funds.

(34 CFR 303.123)

State funds in this assurance references Federal, State, local and private funding sources other than federal Part C funds. This assurance is 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.

- b. Federal funds made available under Part C will 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.

(34 CFR 303.124)

To meet this requirement, the total amount of State and local funds budgeted for expenditures in the current fiscal year for early intervention services for Part C eligible children must be at least equal to the total amount of State and local funds actually expended for early intervention services for these children and their families in the most recent fiscal year for which information is available.

- c. Fiscal control and fund accounting procedures will be adopted as may be necessary to assure proper disbursement of, and accounting for, Federal funds paid under Part C.

(34 CFR 303.125)

- d. Every effort will be made during planning and implementation of the interagency system of early intervention services to consider and access all available sources of funds prior to use of Part C funds. To meet the payor of last resort provision, the requirements on non-substitution of funds and non-reduction of other benefits must be met.

(34 CFR 303.126)

In accordance with this payor of last resort provision, Part C funds may not be used as a reimbursement source:

1. For a family with private insurance, Part C funds may not be used to make up the difference between the usual and customary rate paid by the insurance company for a service and the local participating agency’s/provider’s cost to provide that service. By being a provider for that insurance company, the local participating agency/provider has agreed to accept that usual and customary rate.
2. For a child with Medicaid, Part C funds cannot be used to make up the difference between the amount reimbursed by Medicaid and the local participating agency’s/provider’s cost of providing that service. As a Medicaid provider, the local participating agency/provider has agreed to accept reimbursement at the Medicaid rate.

3. For a child whose family is paying according to the statewide Part C ability to pay scale, Part C funds cannot be used to reimburse the agency for the family fee if the family states they are unable to pay the fee (even after all appeals are exhausted) if state, local or federal funds are used to support the provision of any early intervention services provided by the agency.

Specifically, this requirement applies primarily to public agencies including, but not limited to, CSBs and Health Departments that use public funds to provide early intervention services. It also applies to private agencies that provide early intervention services via a lump sum contract with a public agency. This does not apply, however, if early intervention services are purchased from a vendor at a per service rate.

- e. Part C funds will 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 State policies and will be expended in accordance with Federal requirements, including requirements for the provision of direct services not provided or funded by other sources.

(34 CFR 303.3; 34 CFR 303.144; and 34 CFR 303.127)

- f. Local policies and practices will be implemented that provide access to culturally-competent services within the local Part C system for traditionally-underserved groups, including minority, low income, and rural families.

(34 CFR 303.128)

- g. All Federal, State, and local policies and procedures for Part C implementation are implemented through local interagency agreements, contracts, and/or memoranda of understanding.
- h. The Local Lead Agency further assures that all local participating agencies/providers are informed of the assurances listed above and that the obligation to comply with these assurances is 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 certifies to the DMHMRSAS that it 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* § 2.2-4343.1E).

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

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

- 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 religion, sex or national origin 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 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 CFR 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 Virginia Part C Policies and Procedures (2000), any subsequent revisions, and local policies and procedures;

5.3.6 Department of Mental Health, Mental Retardation and Substance Abuse Services Policy 4037 (CSB) 91-2: Early Intervention Program for Infants and Toddlers with Disabilities and Their Families;

5.3.7 Memorandum of Agreement Among the Agencies Involved in the implementation Of Part C of the Individuals with Disabilities Education Act (IDEA) to Meet Full Implementation Requirements (September 1996) and local interagency agreements or memorandum of understanding; and

- 5.3.8 Applicable local interagency agreements, contracts, and memoranda of understanding
- 5.4 **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.
- 5.5 **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.
- 5.6 **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.
- 5.7 **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 DMHMRSAS 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.
- 5.8 **Confidentiality:** The Local Lead Agency assures that information and data obtained as to personal facts and circumstances related to clients will be held confidential, during and following the term of this agreement, and will not be divulged, except as required to legally meet mandatory requirements, without the individual's written consent and then only in strict accordance with Part C of IDEA confidentiality requirements and prevailing laws. Any information to be disclosed, except to the DMHMRSAS must be in summary, statistical, or other form which does not identify particular individuals.
- 5.9 **Modification of Contract:** This Contract may be modified upon the mutual agreement of the DMHMRSAS and the Local Lead Agency, including, but not limited to, the Scope of Work, budget, and compensation. Any and all modifications to the Contract must be in writing and signed by both the Local Lead Agency and the DMHMRSAS. This procedure does not include changes to original funding. The procedure applicable to changes to funds is under Section 5.0 "General Conditions," item 5.18 "Changes to Funds."
- 5.10 **Termination of Contract:** Either the DMHMRSAS 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 Department of Mental Health, Mental Retardation and Substance Abuse Services. In the event the DMHMRSAS wishes to terminate the contract, the notice of cancellation shall be sent to the Local Lead Agency. 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 DMHMRSAS to implement a transition plan for Part C eligible children and their families served under this contract.

- 5.11 **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 DMHMRSAS, 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.
- 5.12 **Availability of Funds:** It is understood and agreed between the parties that the DMHMRSAS 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.
- 5.13 **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 DMHMRSAS.
- 5.14 **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.
- 5.15 **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) 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.
- 5.16 **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.
- 5.17 **Renewal of Contract:** This contract may be renewed by the DMHMRSAS upon written agreement of all parties for four (4) successive one year periods, under

the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

- 5.18 **Changes to Funds:** Upon request by the Local Lead Agency for changes in their original funding amounts, DMHMRSAS reserves the right to grant additional funds to the Local Lead Agency (if additional funds were requested by the Local Lead Agency) or to reduce the amount of funds previously allocated to the Local Lead Agency (if a reduction was requested by the Local Lead Agency). DMHMRSAS will notify the Local Lead Agency of the amount of funds added to their original funding amounts and what the additional funds may be used for, or the reduction to their 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 DMHMRSAS the following documents, incorporated as part of this contract and in the supplemental Excel spreadsheets as Attachments A, B and C, which are required for execution of this contract:

- 6.1 Identification Sheet
- 6.2 Part C Funds Local Budget
- 6.3 Local Part C Interagency Budget Justification Narrative

- 7.0 **PERIOD OF CONTRACT:** This contract commences upon final execution and expires on June 30, 2006, to include work beginning July 1, 2005.

8.0 COMPENSATION AND PAYMENT

The DMHMRSAS 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 §2.1.1.b (1) of this contract is required for the continuance of automatic allocations. The DMHMRSAS shall suspend any further semi-monthly payments until required reports are received in accordance with this contract.

Federal Part C Funds

State General Funds

TOTAL Part C Allocation 05-06:

The Local Lead Agency shall use these 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 (20 USC 1431 et seq), 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:

{Local Lead Agency}

By: _____

{Name of Authorized Officer of Local Lead Agency}
{Title}

Date: _____

**Department of Mental Health, Mental Retardation
And Substance Abuse Services**

By: _____

James S. Reinhard, M.D.
Commissioner

Date: _____

ATTACHMENTS

ATTACHMENT A – IDENTIFICATION SHEET

ATTACHMENT B – LOCAL PART C INTERAGENCY BUDGET/EXPENDITURE REPORTING FORM

ATTACHMENT C – State Fiscal Year (SFY) 2006 Local Part C Interagency Budget
Justification Narrative

ATTACHMENT D – Personnel Table – Federal Part C Report

ATTACHMENT E – Instructions for Completing the Personnel Table – Federal Part C
Report

ATTACHMENT F - Personnel Data - Reporting Form

ATTACHMENT G – Anticipated Data/Information Required from Local Interagency Coordinating
Councils

State Fiscal Year (SFY) 2006

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

ATTACHMENT A

IDENTIFICATION SHEET

Name of Local Lead Agency

Contact Person for Local Lead Agency

Address

Telephone number

Fax number

Email Address

Name of Local Part C System Manager

Infant & Toddler Connection of

Name of Local System

Address

Telephone Number

Fax Number

Email Address

CONTRACT #

State Fiscal Year (SFY) 2006

Infant & Toddler Connection of
COMMONWEALTH OF VIRGINIA
 LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES

ATTACHMENT B

Actual interagency budget and expenditure reporting forms and instructions for FFY 04-05 will be included in the Excel spreadsheet.

Part C Funds FY06							
	Infant & Toddler Connection of: 0						
	1st	2nd	Final	Other	Total		
Revenue:			\$ -		\$ -		
	Budgeted Expenses						
	1st	2nd	Final	Other	Total Expenses	%	Services
Systems Operations							
Administration					\$ -	#DIV/0!	
System Management					\$ -	#DIV/0!	
Data Collection					\$ -	#DIV/0!	
Training					\$ -	#DIV/0!	
Total Systems Operations:	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Entitled Services							
Assistive Technology					\$ -	#DIV/0!	
Audiology					\$ -	#DIV/0!	
Evaluation/Assessment					\$ -	#DIV/0!	
Family Trng, Counseling, Home Visits					\$ -	#DIV/0!	
Health					\$ -	#DIV/0!	
Nursing					\$ -	#DIV/0!	
Nutrition					\$ -	#DIV/0!	
Occupational Therapy					\$ -	#DIV/0!	
Physical Therapy					\$ -	#DIV/0!	
Psychology					\$ -	#DIV/0!	
Service Coordination/Case Mgmt.					\$ -	#DIV/0!	
Social Work					\$ -	#DIV/0!	
Special Instruction					\$ -	#DIV/0!	
Speech Language Pathology					\$ -	#DIV/0!	
Transportation					\$ -	#DIV/0!	
Vision					\$ -	#DIV/0!	
Other Services					\$ -	#DIV/0!	
Total Entitled Services:	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0
Total:	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
				Aggregate Other Expenditure:			
Balance:	\$ -	\$ -	\$ -	\$ -	\$ -		
				Child Count:			
				Services count used to determine cost per service:			0
				Cost Per Child:			#DIV/0!
				Cost per Service:			#DIV/0!
				Services per Child			#DIV/0!

CONTRACT

State Fiscal Year (SFY) 2006

Infant & Toddler Connection of
COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES

Form Instructions

- 1 Enter the revenue amounts coming to the council for each reporting period (1st, 2nd and other).
- 2 Complete the 1st column and submit by 2/14/06. Only Expenditures from both the state and federal Part C dollars are to be reported in this column. Associated costs are to be reported in the service category in which the cost occurred.
- 3 Complete the 2nd column and submit by 8/15/06. Only Expenditures from both the state and federal Part C dollars are to be reported in this column. Associated costs are to be reported in the service category in which the cost occurred.
- 4 In the other column, report all other expenditures for Part C services. If you are unable to report by service category, please report the total aggregate expenditures in the blue cell at the bottom of the column. "Other" revenues may include, but are not limited to, local dollars, insurance payments, family fees, Medicaid payments, State funds added by CSBs, United Way, donations, grants, discretionary funds, etc.
- 5 In the services column, list the total number of service units provided of each service as service hours for the entire year. For Assistive Technology, regard each technology item as a single service. The data reported in this column is due to be reported only once during the year and should represent the entire fiscal year. The reporting of these service units is due 8/15/06.
- 6 The final column is to be used to report all carryover expenditures and is due 11/14/06.
- 7 Enter the total number of children served in the reporting period (July 1, 2005 through June 30, 2006).
- 8 *The % Spent is a comparison of the Total Expenses with the appropriate Total Budget*

Note: In calculating the cost per service, the following services are not included in the calculation: Assistive Technology, Evaluation and Assessment, Service Coordination and Transportation.

State Fiscal Year (SFY) 2006 COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES

Part C Funds FY06	Budget			
Infant & Toddler Connection of:				
	Form Purpose			
	Initial Budget	Budget Revision	Final Budget	
Allocation/Revenues				
	State Part C	Federal Part C	Other Revenue	Total Revenues
Allocation Amounts:				\$ -
Expense/Budget				
	State Part C	Federal Part C	Other Expense	Total Budget
Systems Operations				
Administration				\$ -
System Management				\$ -
Data Collection				\$ -
Training				\$ -
Total Systems Operations:	\$ -	\$ -	\$ -	\$ -
Entitled Services				
Assistive Technology				\$ -
Audiology				\$ -
Evaluation/Assessment				\$ -
Family Trng, Counseling, Home Visits				\$ -
Health				\$ -
Nursing				\$ -
Nutrition				\$ -
Occupational Therapy				\$ -
Physical Therapy				\$ -
Psychology				\$ -
Service Coordination/Case Mgmt.				\$ -
Social Work				\$ -
Special Instruction				\$ -
Speech Language Pathology				\$ -
Transportation				\$ -
Vision				\$ -
Other Services				\$ -
Total Entitled Services:	\$ -	\$ -	\$ -	\$ -
Total:	\$ -	\$ -	\$ -	\$ -
	Signatures		Printed Name	
Part C System Manager:				
Lead Agency Rep.:				

State Fiscal Year (SFY) 2006 COMMONWEALTH OF VIRGINIA**LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C****EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES****Form Instructions**

- 1 Enter the local council name to the right of "Infant & Toddler Connection of:"
This need only be entered into the first tabbed page labeled 'Budget'.
- 2 Place an 'X' in the appropriate box below the intended purpose of this form.
- 3 Do not enter any information into grey cells. These cells have formulas written into them and will automatically make calculations to figures you enter into other cells.
- 4 Enter allocation amounts by category as listed in your local contract into the orange cells. Estimate the 'other revenues' in the orange cell below the column labeled 'other revenues'. (It is not required to complete the budget section of the other revenues, however, if it is at all possible, it would be extremely useful information.) "Other" revenues should include but are not limited to: local dollars, insurance payments, family fees, Medicaid payments, State funds added by CSB, United Way, donations, grants, discretionary funds, etc.
- 5 Complete the budget section of this form, allocating your state and federal dollars in their appropriate columns. The total revenues allocation must equal the total budget for each revenue source. There are four line items under Systems Operations. They are "Administration" (operational costs to Local Lead Agency to administer this contract; *federal expense* not to exceed 3% of total federal allocation), "System Management" (costs associated with Local Part C System Manager, including clerical support, supplies, copying, etc.), "Data Collection" (may include computer costs associated with 2.1.1.c of this contract) and "Training".
- 6 Obtain the signatures and submit.

**State Fiscal Year (SFY) 2006 COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

ATTACHMENT C

STATE FISCAL YEAR (SFY) 2006 LOCAL PART C INTERAGENCY BUDGET JUSTIFICATION NARRATIVE

Total Part C Base Allocation*:

*includes State Part C Funds and Federal Part C Funds

Amount Designated for Systems Operations: _____

Explanation: Include Administration (not to exceed 3% of total local allocation); System Management; Data Collection; and Training

Amount Designated for Entitled Direct Services: _____

Explanation: Include the number of children your council serves; how evaluations and services are provided (provider positions funded, contracts with private providers, etc.); estimated revenues for family fees, third party payment, targeted case management (TCM) and local funding.

State Fiscal Year (SFY) 2006 COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES

ATTACHMENT D

**PERSONNEL TABLE – FEDERAL PART C REPORT
 FOR SUBMISSION 9/15/05**

2004-2005 (FORM EXPIRES 9/30/05)

Number and Type of Personnel (in Full Time Equivalency FTE) and Additional Personnel Needed to Provide Early Intervention Services for Infants and Toddlers with Disabilities and Their Families

Early Intervention Services Personnel	(A) FTE Employed and Contracted	(B) FTE Needed
Audiologists		
Nurses		
Nutritionists		
Occupational Therapists		
Orientation and Mobility Specialists		
Paraprofessionals		
Pediatricians		
Physical Therapists		
Physicians (Other than Pediatricians)		
Psychologists		
Social Workers		
Special Educators		
Speech and Language Pathologists		
Other Professional Staff:		
Counselor		
Certified Therapeutic Recreation Ther.		
Educational Interpreter		
Generalist		
TOTAL		

State Fiscal Year (SFY) 2006 COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES

ATTACHMENT E

Instructions for Completing the Personnel Table – Federal Part C Report

Instructions for Column A, Early Intervention Services Personnel Employed and Contracted

1. Report the number of full-time equivalent personnel employed and contracted who provide Part C early intervention services. *Report all employed personnel who were providing services to the infants and toddlers, for whom you completed an individual Child Data Form (i.e., the total number of infants and toddlers receiving early intervention services).*
2. Include the following in the personnel counts:
 - Personnel providing early intervention services employed by any agency that is a member of the local council.
 - Personnel contracted to provide early intervention services by any agency that is a member of the local council.
 - Personnel who are providing early intervention services to infants and toddlers, employed by private agencies which are under public supervision.
3. The number of personnel should be reported in full-time equivalency (FTE) of assignment. For example, if two half-time personnel are employed in the same category of position, they would equal one full-time employee.
4. If personnel work with children of all ages, count only that proportion of time spent with infants and toddlers with disabilities. For example, a person who works with infants 20 percent of the time would be counted as .2 FTE. (Decimals may be used.)
5. For contracted personnel, calculate the FTE by dividing the total number of hours contracted per week (or month) by the number of hours in a full-time work week (or month). For example, 19 hours contracted and 38 hours in a full-time work week would be counted as .5 FTE
6. For personnel employed by private agencies, calculate the FTE by apportioning staff time to the infants and toddlers whose services are being delivered under public supervision in accordance with Part C (Part C services). For example, in a center based program that serves 5 toddlers, four of whom are receiving services under public supervision, a .8 FTE would be reported for their employees. The program's occupational therapist in employed half-time and works with 10 infants, 7 of whom are receiving services under public supervision, an FTE of .35 would be reported ($1/2 \times 7/10$). (Decimals may be used.)
7. Place zeros (0) in categories where no personnel are employed. For example, if the locality did not employ orientation and mobility specialists in the reporting year, place a zero in that cell.
8. Record all FTEs as decimals. Do not use fractions.

Instructions for Column B, Additional Early Intervention Services Personnel Needed

1. Report the number of additional early intervention personnel needed to provide early intervention services for infants and toddlers; and
2. Include in these figures:

State Fiscal Year (SFY) 2006 COMMONWEALTH OF VIRGINIA**LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C****EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

- The unduplicated number of unfilled vacancies that occurred in the reporting year
 - The number of additional personnel that were needed in the reporting year to fill positions occupied by persons who were *not appropriately and adequately prepared or trained for the position held i.e., they do not hold the highest standard.*
3. These counts should include personnel needed by public and private agencies to provide early intervention services. *Do not* include personnel without budgeted positions. For example, if a program would like to have three more speech pathologists but has no more budgeted positions and no vacancies, the need for that program should be reported as 0.

ATTACHMENT G

Anticipated Data/Information Required from Local Lead Agencies During SFY06

The following table provides a list of data and information required from Local Lead Agencies during SFY 06, 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 happens, DMHMRSAS will provide advance notice in requesting the additional information or data, as indicated in 2.2.2 of this contract.

Data/ Information Requirement	Due Date	Purpose for Collecting this Data	How This Data will be Used
Part C Expenditure Reports	02/14/06 08/15/06 11/14/06	To document expenditures of Part C funds during each quarter of the contract year.	This data is used by DMHMRSAS and the Early Intervention Interagency Management Team (EIIMT) to monitor use of funds at the local level and to document trends in use of funding statewide.
Family Survey Data	8/1/05 11/1/05 2/1/06 5/1/06	To document family satisfaction with their early intervention experience	This data is used for state and local planning, accountability, compliance and systems improvement. It will also be used by localities in planning for local systems improvements.
MIMS indicator data	In accordance with monitoring timelines for each local Part C system	To document compliance with federal Part C requirements and Virginia's Part C Policies and Procedures.	This data is used for state and local planning, accountability, compliance and systems improvement. It should also be used by localities in planning for local systems improvements.
Personnel Data - Reporting Form (Attachment F of this contract)	05/01/06	To identify those persons employed as EI Assistants who are in the process of achieving approval of their qualifications and to ensure that EI personnel who do not meet a highest standard when hired complete necessary course work within 3 years.	This data will assist with state and local planning, accountability, compliance and systems improvement.
Data for Federal	9/15/05	To meet federal reporting requirements related to	This information must be submitted to OSEP annually. This data will

Data/ Information Requirement	Due Date	Purpose for Collecting this Data	How This Data will be Used
Personnel Table		personnel	also assist with state and local planning, accountability, compliance and systems improvement.
Child specific data that meet Individual Child Data Form elements (to be entered into the secure web-based data system)	Must be entered as children enter the system or at least by last day of each month. Data should be checked for needed updates and confirmed by: 7/10/05 10/10/05 1/10/06 4/10/06	To meet federal reporting requirements related to child count and other child-specific data.	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.
Revised local policies and procedures.	Within 6 months of receipt of the revised and approved State policies and procedures.	Compliance with federal and state regulations governing Part C.	Compliance and accountability at the local level for the provision of early intervention services.
Data mandated by the Virginia General Assembly under Budget Line Item 334, including the following: (a). Total revenues used to support Part C services; (b). Total expenses for all Part C services; (c). Total services provided to those infants and toddlers and families.	To be reported on the Budget/Expenditure Form with the 8/16/05 submission of the report.	Mandated by the Virginia General Assembly as Budget Line Item 334 following allocation of \$750,000 additional in Virginia General Funds.	This data must be submitted to the General Assembly annually beginning October 2005. This data will also assist with state planning and systems improvement.

Data/ Information Requirement	Due Date	Purpose for Collecting this Data	How This Data will be Used
Local mechanism for providing oversight of local service delivery trends.	September 30, 2005.	Review of mechanism to ensure that localities are reviewing and discussing whether supports and services are being provided in accordance with the <i>Individualized Part C Early Intervention Supports and Services in Everyday Routines, Activities and Places</i>	Local systems will provide oversight of local service delivery trends to help move the local system forward in adopting the practices outlined in the <i>Individualized Part C Early Intervention Supports and Services in Everyday Routines, Activities and Places</i> .