

Commonwealth of Virginia Application for Continued Funding Under Part C of IDEA

LOCAL CONTRACT FOR 2000-2001 CONTINUING PARTICIPATION IN PART C

This Contract is entered into this first day of October 2000, by

(Local Fiscal Agent/Intermediary)

hereinafter called the "Contractor", on behalf of

(Local Interagency Coordinating Council)

hereinafter called the "LICC"

and the Commonwealth of Virginia, Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS), hereinafter called the "Contracting Agency".

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

SCOPE OF SERVICES: The Contractor in conjunction with the LICC and all local participating agencies/providers shall provide the services as set forth in the Contract Documents to the Contracting Agency in accordance with Part C of the Individuals with Disabilities Education Act (42 USC 1478 et seq), early intervention services for infants and toddlers (birth to age three) with disabilities and their families.

PERIOD OF PERFORMANCE: October 1, 2000, through September 30, 2001.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid on behalf of the LICC by the Contracting Agency within thirty (30) days of receipt and approval by the Contracting Agency of a Part C expenditure report prepared by the Contractor and approved by the LICC.

CONTRACT DOCUMENTS: The contract documents which complete the Local Contract for 2000-2001 Continuing Participation in Part C includes this page and the following: Identification Sheet; Assurances; Terms and Conditions for Continuing Participation; Scope of Work; Deliverables; Appendix A (For Purposes of Clarification), Appendix B (Required Data Reports), Appendix C (Plan for Full Implementation of Natural Environments Requirements); Submission Statement; Local Participating Agency/Provider Signatures; Budget Justification Narrative; 2000-2001 Local Part C Interagency Budget; and Personnel Table.

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

Signature - Authorized Officer of Contractor

Date

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Signature - Commissioner DMHMRSAS

Date

IDENTIFICATION SHEET

G Check if contract will have to be approved/accepted by local government

CONTRACT NUMBER 00-01 - _____

Issuing Agency: Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS)
P. O. Box 1797
Richmond, VA 23218-1797

Inquiries should be directed to:
Anne Lucas, Virginia Part C Coordinator (804) 786-3710

Issuing Date: July 25, 2000

Closing Date: To receive funding in a timely manner, contract must be received by DMHMRSAS on or before **September 8, 2000 by 5:00PM.**

Instructions: One (1) original and two (2) copies of this contract must be submitted.

Period: October 1, 2000 - September 30, 2001

Contract Amount: \$ _____

Local ICC Coordinator

Local ICC Chair

Local Interagency Coordinating Council

Business/Occupation

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

Telephone Number

Telephone Number

Fax Number

Fax Number

E-Mail Address

E-Mail Address

I. ASSURANCES

On behalf of the LICC of which it is a part, the Contractor agrees to act as the local fiscal agent/intermediary for the administration of funds allocated to the LICC by the Contracting Agency for local implementation of Part C of the Individuals with Disabilities Education Act (IDEA), early intervention services for infants and toddlers with disabilities and their families. In so doing the Contractor agrees to abide by the following fiscal assurances and provisions in order to receive Part C funds on behalf of the LICC. Furthermore, by authorizing the Contractor to submit this Local Contract for 2000-2001 Continuing Participation in Part C on its behalf, the LICC, which includes the Contractor and all other local participating agencies/providers, agrees to and shall be responsible for similarly ensuring that all of the following fiscal assurances and provisions are met.

A. The LICC, which includes the Contractor and all other local participating agencies/providers, assures the following:

1. 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. 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.

2. 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 to supplant such State and local funds.

(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 preceding fiscal year for which the information is available.

3. 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)

4. 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:

- a. 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.
- b. 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.

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- c. For a child whose family is paying according to an agency's 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.

NOTE: Specifically, this requirement applies primarily to public agencies (e.g., CSBs, Health Departments, etc.) 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.

5. The LICC, which includes the Contractor and all other local participating agencies/providers, 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)
6. Part C funds will be used by the LICC 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)
7. Local policies and practices will be implemented which ensure that traditionally-underserved groups, including minority, low income, and rural families have access to culturally-competent services within their local geographical areas. (34 CFR 303.128)
8. All Federal, State, and local policies and procedures for Part C implementation are implemented through local interagency agreements, contracts, and/or memoranda of understanding.

Implementation activities and the roles and responsibilities of the LICC, of which the Contractor is a part and which includes all other local participating agencies/providers, are determined by:

- a. Public Law 105-17, IDEA Amendments of 1997 (20 USC 1431);
- b. 34 CFR Part 303: Early Intervention Program for Infants and Toddlers with Disabilities;
- c. *Code of Virginia*, §§2.1-760 through 2.1-768 as amended and effective July 1, 1992;
- d. Virginia Part C Policies and Procedures (1999) and any subsequent revisions;
- e. 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;
- f. Memorandum of Agreement Among the Agencies Involved in the Implementation of Part H [sic] of the Individuals with Disabilities Education Act (IDEA) to Meet Full Implementation Requirements (September 1996);

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- g. Local interagency agreement(s), contract(s), and memoranda of understanding; and
 - h. All other Federal and State laws and regulations that may apply.
- B. The Contractor further assures that all entities with which it contracts or otherwise to which Federal Part C funds and other funds appropriated by the Virginia General Assembly for continuing Part C participation at the local level are provided, in accordance with the interagency Part C budget developed by the LICC of which the Contractor is a part, are informed of and comply with the assurances in A1-8 above.

II. TERMS AND CONDITIONS FOR CONTINUING PARTICIPATION

A. As a condition to receiving Federal Part C funds and other funds which may be appropriated by the Virginia General Assembly for continuing participation at the local level, the Contractor agrees to the following terms and conditions:

1. Authorities

Nothing in this contract shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of services contained herein.

2. Performances

All services provided by the Contractor pursuant to this contract shall be performed to the satisfaction of the Contracting Agency, and in accord with all applicable Federal, State and local laws, ordinances, rules and regulations. Payment shall not be provided by the Contracting Agency for work found to be unsatisfactory or performed in violation of Federal, State and local laws, ordinances, rules or regulations. Furthermore, the Contractor 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 unsatisfactory.

3. Ethics in Public Contracting

The Contractor certifies that this contract offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other parties in connection with its contract offer, and that it has not conferred on any public employee having an 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.

4. Financial Records Availability

The Contractor agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Department of Mental Health, Mental Retardation and Substance Abuse Services, as Contracting Agency, its authorized agent, and/or State and Federal auditors shall have full access to and the right to examine any of said materials during said period.

5. Availability of Funds

It is understood and agreed between the parties herein that the Contracting 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.

6. Immigration Reform and Control Act of 1986

By signature on this contract, the Contractor certifies that it does not and shall not during the period of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

7. Applicable Laws and Courts

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable Federal, State and local laws and regulations.

8. Anti-Discrimination

The Contractor certifies to the Commonwealth 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 Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000 the provisions in a. and b. below apply.

a. During the performance of this contract, the Contractor agrees as follows:

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- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities, except when religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.

NOTE: 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.

- b. The Contractor shall include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions shall be binding upon each subcontractor or vendor.
9. Drug-Free Workplace
- a. The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on State property are prohibited:
 - (1) The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
 - (2) Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
 - b. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.
10. Subcontracts
- The Contractor may subcontract a portion of the work specified in the contract. The Contractor shall, however, remain fully liable and responsible for ensuring that those with which it contracts comply with all requirements of Part C of the Individuals with Disabilities Education Act and with the provisions of this contract.
11. Assignment of Contract
- A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
12. Cancellation of Contract
- The Contracting Agency reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon sixty (60) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation. In the event of cancellation, the Contracting Agency shall be liable for only those services delivered through the date cancellation is effective.
13. Modification of Contract
- Should the Contracting Agency find it necessary to modify this contract at any time during the contract term, such modifications shall be in writing and implemented only upon the written

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agreement of both the Contracting Agency and the Contractor. Modifications which may be implemented by the Contracting Agency include, but are not be limited to, the scope of work, deliverables and compensation.

14. Contract Renewal

This contract may be renewed for four (4) consecutive 12-month periods upon mutual agreement of all parties.

15. Confidentiality

The Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients shall be collected and held confidential, during and following the term of this contract, and shall not be divulged without the individual's written consent in accordance with Part C of the Individuals with Disabilities Education Act confidentiality requirements. Any information to be disclosed, except to the Contracting Agency or its designee(s), must be in summary, statistical, or other form which does not identify particular individuals.

- B. By authorizing the Contractor to submit this Local Contract for 2000-2001 Continuing Participation in Part C on its behalf, the LICC, which includes the Contractor and all other local participating agencies/ providers, agrees to and shall be bound by the terms and conditions as set forth in A1-15 above.

III. SCOPE OF WORK

A. Contractor

The Contractor, on behalf of the LICC of which it is a part, shall:

1. Purchase or contract for services and disburse funds in accordance with the interagency Part C budget developed by the LICC, of which the Contractor is a part, and approved by the Contracting Agency.
 - a. In so doing the Contractor shall ensure adherence to its own requirements, as well as those of the Contracting Agency including Part C of IDEA, for managing funds—including audits, hiring of personnel, and complying with the Virginia Public Procurement Act when contracting for services and/or purchasing supplies/equipment, etc.
 - b. The Contractor shall provide accurate and detailed information to the LICC regarding its requirements, as well as those of the Contracting Agency, for procuring services and disbursing funds in order to facilitate interagency decisions and recommendations for use of funds within given parameters.
2. Prepare and submit all reports required by the Contracting Agency in order to request and receive Federal Part C funds allocated to the LICC by the Contracting Agency. Specifically, the Contractor shall:
 - a. Prepare an initial Part C expenditure report that reflects both the LICC's approved budget and a request for first quarter funding, the amount of which may not exceed one-fourth of the contract amount.

NOTE: In lieu of requesting initial start-up funding, the Contractor may, with approval of the LICC, opt to delay its initial request for Part C funds until program expenditures have been incurred (i.e., to request reimbursement as opposed to funding "up-front"). Contractors conducting business in this manner may request funding to match the amount of expenditures incurred.

- b. Prepare subsequent Part C expenditure reports, as needed, in order to request and receive additional disbursements. Such reports may be submitted to the Contracting Agency as soon as expenditures-to-date equal or exceed seventy-five percent (75%) of funds previously requested by the Contractor on behalf of the LICC.
- c. Prepare quarterly Part C expenditures reports that reflect expenditures incurred during each quarter of the implementation year (10/1/00-9/30/01) as follows:
 - (1) First quarter report (10/01/00-12/31/00)
 - (2) Second quarter report (01/01/01-03/31/01)
 - (3) Third quarter report (04/01/01-06/30/01)
 - (4) Fourth quarter report (07/01/01-09/30/01)

NOTE: Quarterly Part C expenditure reports must be prepared and submitted to the Contracting Agency no later than forty-five (45) days following the close of each quarter.

- d. Prepare a final Part C expenditure report that reflects expenditures for the period 10/01/01 through 12/31/01 on those items obligated prior to 09/30/01. This final report must be submitted no later than February 16, 2002.

B. LICC

The LICC, which includes the Contractor and all other local participating agencies/providers, shall complete the following activities:

1. ADMINISTRATION:

- a. Fully implement all Federal, State and local Part C policies and procedures to ensure that an interagency system of early intervention services is in effect for Part C eligible children and their families that will provide the greatest personal outcomes for children and families while minimizing the burden on the taxpayer. This includes the implementation of family-centered services within the context of natural environments.
- b. Re-evaluate local policies and procedures annually and revise as needed to ensure effectiveness. Provide the most current version to Virginia Babies Can't Wait Technical Assistance Consultant for technical assistance purposes.
- c. Implement, review and revise the signed local interagency agreement(s), contract(s), and memoranda of understanding, as necessary, to ensure that all local participating agencies/providers agree to comply with Part C requirements when providing Part C services.
- d. Ensure that the LICC has both a council chairperson and council coordinator (in accordance with local operational procedures) and implement operational procedures for the core group and council (including reviewing and revising as needed).
- e. Fully implement local mechanisms to meet Part C assurances, including review and revision as needed.
- f. Identify potential informal resources and supports within the community (e.g. process of community mapping) and add, as necessary, formal resources and supports (e.g. third party payors, local participating agencies/ providers) to local early intervention systems in order to ensure payor of last resort provisions are met and to increase service capacity.
- g. Establish and implement local interagency agreement(s), contract(s), and memoranda of understanding with additional local public and private agencies/providers, as necessary, to ensure compliance with the payor of last resort provision and to meet the needs of children and their families (IFSP and other services).
- h. Access all appropriate sources of funding and services prior to the use of Federal Part C funds for early intervention services or activities including but not limited to:
 - (1) 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 Medallion I, Medallion II, the MR Community-based Waiver, Technology Assisted Waiver, Elderly and Disabled Waiver, State Plan Services (including SPO Case Management, occupational therapy, physical therapy, speech-language pathology, etc.), EPSDT, etc.;
 - (2) Other Federal funds, including CHAMPUS/TriCare;

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- (3) State General Funds;
 - (4) Local government funds;
 - (5) Private funds, including private third party insurance; and
 - (6) All other locally-identified sources of funding.
- i. Develop, manage and revise local Part C budgets, as necessary, in accordance with Contracting Agency requirements and procedures. A LICC may revise up to 10% of its budget without the approval of the Contracting Agency. Revisions, either singular or cumulative, exceeding 10% of the amount of this Contract must be submitted in writing to the Contracting Agency and approved prior to the use of funds for newly proposed expenditures.
 - j. Make available and maintain all necessary computer resources to ensure: a) the council coordinator's 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 Appendix B for required data elements) via Microsoft Access Software or other software as provided by the state.
 - k. Respond to data requests from the Contracting Agency including, but not limited to, federal- and State-required data, including personnel data as captured by the "Personnel Table" and child data as captured on the Individual Child Data Form, and other requested data captured via other methods as developed and implemented in Virginia and in accordance with timelines established by the Contracting Agency.

NOTE: The Contracting Agency agrees to delineate between those data requests to which a response is required (e.g., federally-required, State-required, requested by the Virginia legislature) and those to which a response is not required, per se, but necessary for the purpose of making informed policy decision. It is expected that LICCs will meet the established timelines for responding to required data elements/reports. LICCs are encouraged to respond in a reasonably expeditious manner to those requests for data identified as not required.

2. PERSONNEL

- a. Ensure 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* and provide the following documentation:
 - (1) Identify the personnel currently employed who do not meet a highest standard or who are "early intervention generalists", according to Component IX, Personnel Standards Table and submit by December 31, 2000.
 - (2) Complete the required documentation to assure 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.

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- (3) Complete the required documentation to 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.
 - b. Implement training activities to enhance the local Part C system by:
 - (1) Identifying local technical assistance and training needs;
 - (2) Enhancing the ability of interagency personnel from various agencies to provide Part C services as well as to meet Part C Indicators of Recommended Practice; and
 - (3) Disseminating and collecting Indicators of Recommended Practice self-assessment summaries from Part C personnel.
3. SERVICE DELIVERY:
 - a. Utilize consistent statewide forms (see Appendix C) in accordance with state guidance, including but not limited to:
 - (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
 - (4) "Confirmation of Individualized Family Service Plan (IFSP) Schedule" Form
 - (5) "Confirmation of Evaluation/Assessment and Individualized Family Service Plan (IFSP) Meeting Form (optional)"
 - (6) "Declining Early Intervention Services" Form
 - (7) "Parental Prior Notice" Form
 - (8) "Notice of Child and Family Rights in the Virginia Babies Can't Wait! Part C Early Intervention System"
 - b. Develop a plan by October 15, 2000 that identifies the steps that the LICC and its local participating agencies are taking to ensure full compliance with the natural environment requirements as outlined in the April 1999 and May 2000 state training and in available technical assistance materials. The plan shall be in compliance with guidelines provided to local councils in May 2000 (see Appendix C).
 - c. Assist 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.
 - d. Develop and implement specific family support activities to promote family-centered practices and family participation/involvement in all aspects of the early intervention system. Such activities should be designed to: a) enhance each family's capacity to support their child's development and learning; b) support families in making informed decisions; c) empower families to gain self-sufficiency and independence; and d) facilitate full integration of the family in the community.

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- e. Utilize public awareness materials disseminated by Virginia Babies Can't Wait! 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.
4. MONITORING AND IMPROVEMENT
- a. Participate in Virginia's Monitoring and Improvement Measurement System (MIMS) 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 that Federal, State and local Part C guidelines and regulations are met; and c) promote local quality improvement of early intervention services.
 - (1) Implement the statewide family survey with guidance and technical assistance from the State.
 - (a) Participate in design and implementation of a local data tracking system for the family survey, with further guidance and technical assistance from the State.
 - (b) Submit data as family surveys are completed or at least quarterly.
 - (2) Implement all procedures, data elements, and other requirements related to MIMS including completion of the self-study process and full participation in the State on-site review process in accordance with established MIMS procedures and timelines.
 - (3) Implement the Local Plan of Improvement as approved by the State Review team in conjunction with the MIMS process with support and technical assistance from the State as indicated.
 - (4) Implement procedures for completing and submitting Individual Child Data Forms (ICDFs) for the December 1st child count including the child count verification process. Submit forms as IFSPs are completed or at least quarterly.
 - (5) Prepare for randomly selected State-level financial audit of Part C funds.
 - b. In accordance with the U.S. Department of Education, Office of Special Education Programs (OSEP) performance indicators, based on data being reported in Virginia by localities to the State via the Individual Child Data Form (ICDF) and "Families Count: Virginia's Family Survey", the local council will review data compilations and take the appropriate steps to:
 - (1) Ensure that all children eligible to receive services under Part C are identified and served as indicated by:
 - (a) Increasing the number of eligible infants and toddlers with disabilities being served (ICDF);
 - (b) Increasing the number of children referred for evaluation and assessment by pediatricians, hospitals, and public health agencies at the local level (ICDF; Virginia's Family Survey); and
 - (c) Increasing the percent of birth to 1-year-olds served of the total number of birth to 3-year-olds served (from the 1995 level) (ICDF).
 - (2) Ensure that the needs of children and families are addressed in a timely, comprehensive manner as indicated by an:
 - (a) Increased percentage of families who report that their services were coordinated (Virginia's Family Survey).

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- (b) Increase in the percent of children who are primarily receiving services in natural settings appropriate for the age of the child (ICDF & IFSP reviews).
- (3) Ensure that the ability of families to meet the needs of their infants and toddlers with disabilities is strengthened as indicated by an:
 - (a) Increase in percent of families who report that early intervention has increased the family's capacity to enhance its child's development (Virginia's Family Survey).

IV. DELIVERABLES

A. Contractor

The Contractor, on behalf of the LICC of which it is a part, shall provide to the Contracting Agency the following:

1. Executed contract documents as specified on the Contract form included herein.

NOTE: Although the Contractor is submitting the executed contract documents on behalf of the LICC, the Contractor is not solely responsible for completing all of the contract documents, many of which require input and collaboration of the LICC.

2. Completed Part C expenditure reports as specified in Section III - Scope of Work, A, 2a-d of this Contract.

NOTE: In that signature of the LICC coordinator is required on each submitted Part C expenditure report, the Contractor may choose to complete the report(s), sign, and then forward to the LICC coordinator for review, signature, and submission.

B. LICC

The LICC, which includes the Contractor and all other local participating agencies/providers, shall provide to the Contracting Agency the following:

1. A progress report on the status of local Part C system implementation that addresses the effectiveness of local policies and procedures that have impacted identification of eligible children, families access to early intervention services and community supports, and implementation of early intervention services and supports. The report shall:
 - a. Highlight progress made during the contract year on each scope of work activity including the identification of local implementation successes, barriers to system implementation, and plans and strategies to build on successes and overcome the barriers;
 - b. Include an overview of the process followed for completing an annual review of the effectiveness of local policies and procedures, local interagency agreement(s), contract(s), and memoranda of understanding; and
 - c. Identify the total amount of dollars accessed for local early intervention services provided by the LICC and its local participating agencies for each of the following funding sources (based upon the state fiscal year July 1, 2000 to June 30, 2001) :
 - (1) Medicaid: SPO, Waivers, and all other Medicaid funded services;
 - (2) Other Federal funds, including CHAMPUS/TriCare;
 - (3) State General Funds;
 - (4) Local government funds;
 - (5) Private funds, including private third party insurance;
 - (6) Family Fees; and
 - (7) All other locally-identified sources of funding.

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- d. Document progress made on all activities identified in the Local Plan of Improvement developed as part of MIMS.

NOTE: The progress report is to be completed and submitted as part of the Local Contract for 2001-2002 Continuing Participation in Part C.

NOTE: Any revisions to local policies and procedures, as well as any modified or newly-developed local interagency agreement(s), contract(s), and memoranda of understanding, shall accompany submission of each local report.

2. Data including, but not limited to, federal- and State-required data including: personnel data in accordance with the "Personnel Table" and Section III - Scope of Work, B,2,a of this contract; monitoring data in accordance with the "Families Count: Virginia's Family Survey" and any local self-study and other monitoring requirements including MIMS checklists; child data as captured on the "Individual Child Data Form (ICDF)" and other requested data via other methods as developed and implemented in Virginia and in accordance with timelines established by the Contracting Agency (see Appendix B for required data reports).
3. Revised local Part C budgets, as necessary, in accordance with Contracting Agency requirements and procedures.
4. Any and all materials required to be completed for monitoring and evaluation.
5. The plan that identifies the steps the LICC and its local participating agencies are taking to ensure full compliance with the natural environment requirements as specified in Section III - Scope of Work, B,3,b of this contract.

Appendix A

This Appendix is provided for purposes of clarification only.

1. Purpose of Contract

The Local Contract for Continuing Participation in Part C Early Intervention for Infants and Toddlers with Disabilities and Their Families was introduced in 1998 as the mechanism by which local interagency coordinating councils (LICCs) apply for and receive funding under Part C of the Individuals with Disabilities Education Act (IDEA), which is administered at the State level by the Virginia Part C Lead Agency, the Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS). This mechanism replaces the “local application” which was utilized in previous years and through which local Part C subgrants were awarded. This mechanism meets requirements of the Virginia Public Procurement Act (VPPA).

2. Local Fiscal Agent/Intermediary

The term *Local Fiscal Agent/Intermediary* refers to the local public entity that receives the Federal Part C funds from the Part C Lead Agency on behalf of the LICC and carries out the activities related to the administration of these funds. The term is found in Virginia’s Part C Policies and Procedures and has been approved by the U.S. Department of Education, Office of Special Education Programs (OSEP). The intent of this term is to specify that the Contractor (i.e., the Local Fiscal Agent/Intermediary) must have contracts or agreements in place with any public or private agency with which the Contractor provides Part C funds in order to ensure accountability and compliance with Part C provisions related to the use of funds and as appropriate to those requirements related to the services being provided. It is expected that the Contractor will include such requirements in agreements/contracts with any local public or private agencies that receive these funds from the Contractor. In addition, if Part C funds are provided to private entities, the Contractor must comply with the VPPA. The Contractor is not expected to be responsible for the compliance or accountability of agencies that do not receive funds from the Contractor; the Contractor has no legal authority for ensuring or enforcing compliance of Part C requirements or the terms of this contract with any public or private agency except those with which the Contractor has established contracts for the disbursement of Part C funds or agreements for delineation of responsibilities. For those agencies that do not receive Part C funds but that do have responsibility in the Part C system, interagency agreements or memoranda of understanding among the local participating public and private agencies/ providers are required to ensure that Part C activities are carried out. These agreements should be monitored by the LICC as a component of the Part C monitoring system.

3. Damages

This contract describes no damages or consequences as a result of breach of the contract by the parties, or any appeal process in the event of a conflict between the parties regarding a claimed breach. The understanding and intent of the parties is that, in the event of a breach by a local program, the State’s response shall be to offer technical assistance and support to bring the local program into compliance with the contract, which reflects Federal requirements for the Part C program. This is consistent with the Part C Lead Agency’s practice in past years, when the arrangement between the State and local programs was managed through subgrant awards rather than through a formal contract. If the State finds that a local program is unable to bring its practices into compliance with the requirements of the contract, the State may seek another agency and local interagency coordinating council to manage the delivery of Part C services in the locality, and deny further funding to the noncompliant program(s).

4. Signatures

By signing this contract, the local participating agencies/providers are not assuming responsibility for the actions of the local public agency serving as Local Fiscal Agent/Intermediary (“Contractor). Rather, by signing they are agreeing to carry out their responsibilities as members of the LICC, which involve planning, policy, and review for the overall program, but do not involve day-to-day operations and oversight. Signature also implies accountability for the scope of work and deliverables required of the LICC.

Commonwealth of Virginia Application for Continued Funding Under Part C of IDEA

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SUBMISSION STATEMENT

The Contractor agrees to perform all services in compliance with all fiscal requirements of this contract and all terms and conditions imposed herein as well as all fiscal requirements of Part C of the Individuals with Disabilities Education Act (42 USC 1478 et seq).

Contact Person for Contractor (Fiscal Agency)

Telephone Number

Name of Fiscal Agency

Street Address

Fax Number

City, State, Zip Code

E-Mail Address

Commonwealth of Virginia Application for Continued Funding Under Part C of IDEA

LOCAL PARTICIPATING AGENCY/PROVIDER SIGNATURES

We, the undersigned members of the

(LICC)

as representatives for the local participating agencies/providers, agree to abide by all of the terms and conditions for continuing participation in Part C of the Individuals with Disabilities Education Act (IDEA), early intervention for infants and toddlers (birth to age three) with disabilities and their families, as provided in the documents listed on page one of this Contract.

Printed Name of Local Interagency Coordinating Council Chairperson

Signature

Date

Printed Name of Local Interagency Coordinating Council Coordinator

Signature

Date

Printed Name of Individual and Local Participating Agency/Provider

Signature

Date

Printed Name of Individual and Local Participating Agency/Provider

Signature

Date

Printed Name of Individual and Local Participating Agency/Provider

Commonwealth of Virginia Application for Continued Funding Under Part C of IDEA

Signature

Date

[Duplicate this page as needed.]

Printed Name of Individual and Local Participating Agency/Provider

Signature

Date

Printed Name of Individual and Local Participating Agency/Provider

Signature

Date

Printed Name of Individual and Local Participating Agency/Provider

Signature

Date

Printed Name of Individual and Local Participating Agency/Provider

Signature

Date

Printed Name of Individual and Local Participating Agency/Provider

Signature

Date

Printed Name of Individual and Local Participating Agency/Provider

Commonwealth of Virginia Application for Continued Funding Under Part C of IDEA

Signature

Date

BUDGET JUSTIFICATION NARRATIVE

Using a paragraph for each budget category, explain in detail the use of funds.

Commonwealth of Virginia Application for Continued Funding Under Part C of IDEA

2000-2001 LOCAL PART C INTERAGENCY BUDGET

	Total Part C	CSB	Non-CSB Inf Prog	LEA	DoH	DVH	DSS	Hospital	Other	Other
Administration										

	Total Part C	CSB	Non-CSB Inf Prog	LEA	DoH	DVH	DSS	Hospital	Other	Other
Council Op										

	Total Part C	CSB	Non-CSB Inf Prog	LEA	DoH	DVH	DSS	Hospital	Other	Other
Systems Comp										
Training/Pers										
Family Support										
Child Find										
Public Aware										
Data Collection										
Transition										

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	Total Part C	CSB	Non-CSB Inf Prog	LEA	DoH	DVH	DSS	Hospital	Other	Other
Direct Services										
Assistive										
Audiology										
Eval & Asses										
Family T&C										
Health Svcs										
Nursing Svcs										
Nutrition										
OT										
PT										
Psych Svcs										
Respite										
Service Coord										
Social Work										
Special Instr										
Speech-Lang										
Transport										
Vision Svcs										

Purch of Svc									
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PERSONNEL TABLE

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

1999-2000 (Form Expires 12/31/00)

Locality: _____

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		
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Appendix B

Of

Local Contract For 2000-2001 Continuing Participation in Part C

Contains

REQUIRED DATA REPORTS:

Individual Child Data Form - Part C (revised 1/99)

Indicators of Recommended Practice: Self-Assessment of Training Needs Related to Part H Service in Virginia (11/16/93)

Monitoring and Improvement Measurement System Self-Study Materials - June 2000: Introductory Materials

Family Surveys

MIMS Indicators 2000

Written Plan of Improvement

State Review Process

Appendix C

Of

Local Contract for 2000-2001 Continuing Participation in Part C

Contains

PLAN FOR FULL IMPLEMENTATION OF NATURAL ENVIRONMENTS REQUIREMENTS