

**Minutes**  
 Winchester CPMT  
 10 Baker Street  
 Tuesday, March 10, 2015  
 1:30 p.m.

**MEMBERS PRESENT**

Mary Blowe, City of Winchester  
 Amber Dopkowski, Winchester Dept. of Social Services  
 Mark Gleason, Northwestern Community Services Board  
 Lyda Kiser, Parent Representative

**MEMBERS/OTHERS NOT PRESENT**

Eden Freeman, City of Winchester  
 Kelly Bober, Child Advocacy Center  
 Dr. Charles Devine, Virginia Dept. of Health  
 Sarah Kish, Winchester Public Schools  
 Peter Roussos, Dept. of Juvenile Justice  
 Paul Scardino, National Counseling Group

**Others Present:**

Connie Greer, Winchester Dept. of Social Services

**RECAP OF CPMT VOTES: NONE**

<b>Item</b>	<b>Discussion</b>	<b>Action</b>
<p><b>Call to Order/Additions to the Agenda</b></p> <p><b>Approval of Minutes</b></p> <p><b>Announcements</b></p>	<p>The meeting was opened by Chair, Mark Gleason, at 1:31 pm.</p>	<p>There was not a quorum present.</p> <p>No business items were voted upon.</p> <p>None</p>
<p><b>Financial Report</b></p>	<p>The Financial Report was distributed and included expenditures for February, 2015</p> <p>Report: February, 2015            Gross Expenditures: \$185,793.87            Expenditure Refunds: \$2,434.92            Net Expenditures: \$183,358.95            Local Dollars: \$82,872.27            Regular Medicaid Payments to Providers: \$184,781.62            Local Match: \$52,974.58</p> <p>Wrap Dollars Funds Beginning Balance: \$18,805.00            Additional Allocation: \$11,609.00            Wrap Dollars Total Allocation: \$30,414.00            Encumbered: \$10,237.50            Disbursed: \$7,846.41            Remaining Funds: \$12,330.09</p> <p>Non-Mandated Funds Beginning Balance: \$20,162.00            Encumbered: \$6,530.00            Disbursed: \$5,984.10            Remaining Funds: \$7647.90</p>	<p>Ms. Dopkowski reviewed the report.</p> <p>Ms. Karen Farrell, CSA Coordinator, requested the remaining 25% balance of the supplemental funding from the Office of Comprehensive Services last month. OCS did not approve the request at this time; they asked that we resubmit our request later.</p> <p>CPMT members requested that Ms. Farrell follow-up with the agencies and vendors using Wrap Funds to make sure there is nothing that can be unencumbered.</p>

**Minutes**  
 Winchester CPMT  
 10 Baker Street  
 Tuesday, March 10, 2015  
 1:30 p.m.

Item	Discussion	Action
	Unduplicated CSA Case Count: 83 Average Spent per Child: \$11,720.00	
<p><b>Old Business:</b></p> <p>a. <b>Strategic Planning Report-Assignment of Work Committees</b></p>	<p>Four Strategic Target Areas were identified as follows:</p> <ol style="list-style-type: none"> <li>1. CPMT Foundation and Structure (Dopkowski, Gleason, Blowe)</li> <li>2. Common Ground through Education, Training and Shared Expectations (Roussos, Kiser)</li> <li>3. Data-Driven Accountability and Service Provision (Scardino, Bober)</li> <li>4. CPMT Services Development (Kish, Devine)</li> </ol>	<ol style="list-style-type: none"> <li>1. No report</li> <li>2. No report</li> <li>3. A draft Agreement for Purchase of Service contract was distributed at last month's meeting. A version of this document is being used by Frederick County DSS currently. Mr. Scardino to send the document to Ms. Farrell to disseminate the document electronically to CPMT members, who are requested to review and provide their comments about the Agreement to Mr. Scardino directly. The subcommittee will present the revised draft at the April CPMT meeting.</li> <li>4. No report.</li> </ol>
<p>b. <b>Eligibility Assessments for Non-Medicaid Youth</b></p>	Request for Quote (RFQ) letter mailed	Ms. Farrell reviewed the proposals and compiled a listing of qualified providers, attached hereto.
<p>c. <b>Request for Supplemental Appropriation</b></p>	The supplemental allocation or \$61,908 was approved. OCS has awarded 75% of the funds at this time (\$46,431).	Ms. Farrell will request OCS to award the remaining \$15,477. OCS did not approve the request at this time; they asked that the request be resubmitted at a later date. An additional supplemental allocation will be requested in April.

**Minutes**  
 Winchester CPMT  
 10 Baker Street  
 Tuesday, March 10, 2015  
 1:30 p.m.

Item	Discussion	Action
<b>d. Strategic Plan Task Update</b>	Members discussed how to review/update the CPMT Strategic Plan developed in October 2013.	Ms. Farrell updated the plan to show which goals have been completed, and which are still in progress, attached hereto. Ms. Dopkowski will request Ms. Farrell electronically distribute the updated list of goals, asking each CPMT member to prioritize the goal as a High, Medium, or Low priority, and return to Ms. Farrell.
<b>e. Critical Service Gaps Survey</b>		The results of the Survey are attached hereto.
<b>f. Purchase of Service Agreement</b>	A draft Agreement for Purchase of Service contract was distributed at last month's meeting. A version of this document is being used by Frederick County DSS currently.	Mr. Scardino to send the document to Ms. Farrell to disseminate the document electronically to CPMT members, who are requested to review and provide their comments about the Agreement to Mr. Scardino directly. The subcommittee will present the revised draft at the April CPMT meeting.
<b>Motion to Adjourn/Next Meeting Date</b>	The next CPMT meeting will be held Tuesday April 14, 2015 at 1:30 p.m., Winchester/Frederick County Health Department, 10 Baker Street, Conference Room, Winchester VA	The meeting was adjourned at 2:00 p.m.

Attachments: February 2014 Financials  
 Qualified Community Providers, Non-Medicaid Youth Assessment  
 CPMT Strategic Plan  
 Critical Gap Survey  
 Draft Agreement for Purchase of Services

Transcribed by CPG

# **February Financials**

**CSA Pool Reimbursement Request Report Worksheet**

Date: March 2, 2015

Period Ending: February, 2015

Chart A

**Part 1 - Expenditure Description**

	Number of Clients	Gross Total Expenditures	Expenditure Refunds	Net Total Expenditures
<b>1. Congregate Care/Mandated &amp; Non-Mandated Residential Services</b>				
1a. Foster Care - IV-E Child in Licensed Residential Congregate Care	2	4,462.98		4,462.98
1b. Foster Care - all other in Licensed Residential Congregate Care		0.00	206.74	-206.74
1c. Residential Congregate Care - CSA Parental Agreements; DSS Non-Custodial	3	26,050.56		26,050.56
1d. Non-Mandated Services/Residential/Congregate Care		0.00		0.00
1e. Educational Services - Congregate Care	5	52,517.60		52,517.60

	Number of Clients	Gross Total Expenditures	Expenditure Refunds	Net Total Expenditures
<b>2. Other Mandated Services</b>				
2a. Treatment Foster Care - IV-E	13	58,114.96	45.00	58,069.96
2a.1 Treatment Foster Care	3	13,861.00		13,861.00
2a.2 Treatment Foster Care - CSA Parental Agreements; DSS Non-Custodial		0.00		0.00
2b. Specialized Foster Care - IV-E; Community Based Services		0.00		0.00
2b.1 Specialized Foster Care		0.00	15.00	-15.00
2c. Family Foster Care - IV-E; Community Based Services	6	2,891.00		2,891.00
2d. Family Foster Care Maintenance Only	1	686.00	1,794.74	-1,108.74
2e. Family Foster Care - Children Receiving Maintenance/Basic Activities; IL	1	541.00	373.44	167.56
2f. Community Based Services	23	17,092.69		17,092.69
2f.1 Community Transition Services		0.00		0.00
2g. Special Education Private Day Placement	2	8,204.58		8,204.58
2h. Wrap-Around Services for Students With Disabilities	2	811.50		811.50
2i. Psychiatric Hospitals/Crisis Stabilization Units		0.00		0.00
3. Non-Mandated Services/Community Based	1	560.00		560.00
<b>4. Grand Totals: Sum of categories 1 through 3</b>	<b>62</b>	<b>185,793.87</b>	<b>2,434.92</b>	<b>183,358.95</b>

**Part 2 - Expenditure Refund Description (reported in line 4)**

Vendor Refunds and Payment Cancellations	
Parental Co-Payments	
Payments made on behalf of the child (SSA, SSI, VA benefits)	1,842.00
Child Support Collections through DCSE	592.92
Pool prior-reported expenditures re-claimed under IV-E	
Other (specify)	
<b>Total Refunds (must agree with line 4)</b>	<b>2,434.92</b>



Chart B

**CSA Reports  
Pool Reimbursement Reports  
FY15  
Transaction History for Winchester -  
FIPS 840  
Pended Forms are not on this report**

**Active Pool Report Preparers**  
Nancy Valentine (540) 686-4838  
Donna Veach (540) 686-4826  
Amber Johnson (540) 686-4823  
Karen Farrell (540) 686-4832

**Transaction History**

Match Rate: 0.4587	Status	Period End	Date Filed	Total Amount	State	Local
<b>Beginning Balance</b>				<b>\$1,206,997.00</b>	<b>\$653,308.99</b>	<b>\$553,688.01</b>
<b>Pool Reimbursement History</b>						
	9	07/31/2014	08/06/2014	\$271.75	\$129.94	\$141.81
	9	08/31/2014	09/03/2014	\$66,462.27	\$37,034.51	\$29,427.76
	9	09/30/2014	10/02/2014	\$121,923.88	\$68,589.95	\$53,333.93
	9	10/31/2014	11/03/2014	\$126,088.83	\$67,498.17	\$58,590.66
	9	11/30/2014	12/03/2014	\$164,640.34	\$88,596.71	\$76,043.63
	9	12/31/2014	01/07/2015	\$204,456.19	\$111,822.17	\$92,634.02
	9	01/31/2015	02/06/2015	\$105,557.78	\$57,224.70	\$48,333.08
	5	02/28/2015	03/03/2015	\$183,358.95	\$100,486.68	\$82,872.27
<b>Pool Reimbursement Expenditure Totals</b>				<b>\$972,759.99</b>	<b>\$531,382.83</b>	<b>\$441,377.16</b>
<b>Supplement History</b>						
			01/21/2015	\$46,431.00	\$41,261.00	\$5,170.00
<b>Supplement Totals</b>				<b>\$46,431.00</b>	<b>\$41,261.00</b>	<b>\$5,170.00</b>
<b>CSA System Balance</b>				<b>\$280,668.01</b>	<b>\$163,187.16</b>	<b>\$117,480.85</b>

**Transaction History without WRAP Dollars**

Match Rate: 0.4587	Status	Period End	Date Filed	Total Amount	State	Local
<b>Beginning Balance</b>				<b>\$1,176,583.00</b>	<b>\$636,846.99</b>	<b>\$539,736.01</b>
<b>Pool Reimbursement History</b>						
	-	07/31/2014	08/06/2014	\$271.75	\$129.94	\$141.81
	-	08/31/2014	09/03/2014	\$66,462.27	\$37,034.51	\$29,427.76
	-	09/30/2014	10/02/2014	\$121,923.88	\$68,589.95	\$53,333.93
	-	10/31/2014	11/03/2014	\$126,088.83	\$67,498.17	\$58,590.66
	-	11/30/2014	12/03/2014	\$163,207.34	\$87,821.03	\$75,386.31
	-	12/31/2014	01/07/2015	\$200,570.58	\$109,718.89	\$90,851.69
	-	01/31/2015	02/06/2015	\$103,841.48	\$56,295.67	\$47,545.81
	-	02/28/2015	03/03/2015	\$182,547.45	\$100,047.42	\$82,500.03
<b>Pool Reimbursement Expenditure Totals</b>				<b>\$964,913.58</b>	<b>\$527,135.58</b>	<b>\$437,778.00</b>
<b>Supplement History</b>						
			01/21/2015	\$46,431.00	\$41,261.00	\$5,170.00
<b>Supplement Totals</b>				<b>\$46,431.00</b>	<b>\$41,261.00</b>	<b>\$5,170.00</b>
<b>CSA System Balance (Non-WRAP):</b>				<b>\$258,100.42</b>	<b>\$150,972.41</b>	<b>\$107,128.01</b>

**Transaction History WRAP dollars only**

Match Rate: 0.4587	Status	Period End	Date Filed	Total Amount	State	Local
<b>WRAP Allocation Additions History</b>						
			08/06/2014	\$18,805.00	\$10,178.00	\$8,626.00
			10/26/2014	\$11,609.00	\$6,283.00	\$5,325.00
<b>WRAP Allocation Additions Totals</b>				<b>\$30,414.00</b>	<b>\$16,461.00</b>	<b>\$13,951.00</b>
<b>Pool Reimbursement History - WRAP only</b>						
-		07/31/2014	08/06/2014	\$0.00	\$0.00	\$0.00
-		08/31/2014	09/03/2014	\$0.00	\$0.00	\$0.00
-		09/30/2014	10/02/2014	\$0.00	\$0.00	\$0.00
-		10/31/2014	11/03/2014	\$0.00	\$0.00	\$0.00
-		11/30/2014	12/03/2014	\$1,433.00	\$775.68	\$657.32
-		12/31/2014	01/07/2015	\$3,885.61	\$2,103.28	\$1,782.33
-		01/31/2015	02/06/2015	\$1,716.30	\$929.03	\$787.27
-		02/28/2015	03/03/2015	\$811.50	\$439.26	\$372.24
<b>Pool Reimbursement Expenditure Totals - WRAP only</b>				<b>\$7,846.41</b>	<b>\$4,247.25</b>	<b>\$3,599.16</b>
<b>CSA System Balance (WRAP only):</b>				<b>\$22,567.59</b>	<b>\$12,214.75</b>	<b>\$10,352.84</b>

Wrap-Around Services for Students with Disabilities  
2014 - 2015

Chart C

Child	3	12	18	TOTAL SPENT
Agency	WPS	WPS-NREP	WPS-NREP	
Worker	Mck	Clatter	Clatter	
JUL				0.00
AUG				0.00
SEP				0.00
OCT				0.00
NOV	300.00		1,133.00	1,433.00
DEC	260.00		3,625.61	3,885.61
JAN	470.00		1,246.30	1,716.30
FEB	245		566.50	811.50
MAR				0.00
APR				0.00
MAY				0.00
JUN				0.00
TOTAL/ CHILD	1,275.00	0.00	6,571.41	7,846.41
			Beginning Balance	30,414.00
			Disbursed	7,846.41
			Encumbered	10,237.50
			Remaining Funds	12,330.09

Non-Mandated Funds  
2014 - 2015

Chart D

Child	15	19	16	17	20	TOTAL SPENT
Agency Worker	WPS Mck	DJJ Young	NWCBSB Connell	WPS Mck	DSS Penn	
JUL						0.00
AUG			669.80			669.80
SEP	210.00		953.05	265.00		1,428.05
OCT	100.00					100.00
NOV		550.00	613.15	255.00		1,418.15
DEC		445.00	773.10	265.00		1,483.10
JAN		200.00		125.00		325.00
FEB				210.00	350.00	560.00
MAR						0.00
APR						0.00
MAY						0.00
JUN						0.00
JUN 1						0.00
TOTAL/ CHILD	310.00	1,195.00	3,009.10	1,120.00	350.00	5,984.10
			Beginning Balance			20,162.00
			Disbursed			5,984.10
			Encumbered			6,530.00
			Remaining Funds			7,647.90



Chart F

CITY OF WINCHESTER  
 COMPREHENSIVE SERVICES FUND BALANCE  
 COMPREHENSIVE SERVICE ACT

FUND NAME	ORIGINAL BUDGET	BUDGET REVISIONS	REVISED BUDGET	EXPENDITURES	FUND BALANCE	ENCUMBRANCES	FUND BALANCE
C15 CSA MANDATED 14/15 ASSIST	5,000.00	0.00	5,000.00	1,382.08	3,617.92	0.00	3,617.92
C15 CSA MANDATED 14/15 POS	1,197,852.00	0.00	1,197,852.00	958,811.20	239,040.80	522,677.01	(283,636.21)
C15 CSA NON-MANDATED 14/15 POS	20,162.00	0.00	20,162.00	5,984.10	14,177.90	6,530.00	7,647.90
C15 CSA W/A SRVS FOR STUDENTS 14/15 POS	30,414.00	0.00	30,414.00	7,846.41	22,567.59	10,237.50	12,330.09
	1,253,428.00	0.00	1,253,428.00	974,023.79	279,404.21	539,444.51	(260,040.30)

## **March Attachments**

**Qualified Community Providers  
Non-Medicaid Youth Assessment  
For Medicaid Services**

John Lindsey, LCSW, CSAC  
2281 Valley Ave, Suite 220  
Winchester, VA 22601-2755  
540-450-2206

Philip E. Pate, Ph.D, Licensed Clinical Psychologist  
9 N. Loudoun St, Suite 201-B  
Winchester, VA 22601  
540-686-7249

Steven B. Singer, M.Ed, MPA, LPC  
158 Front Royal Pike, Suite 309  
Winchester, VA 22602  
540-662-2202

**Strategic Target Area: CPMT Foundation and Structure**

Goal 1: Hire CSA Coordinator HIGH

Champion: Amber Dopkowski

Supporting Staff: Winchester HR; CPMT

Key Tasks/Activities	Target Dates
1. Post position	Completed
2. Screen to 4 candidates	Completed
3. Interview (Note: This will be the third process; salary was the issue in the first two hire attempts)	Completed
4. Hire the CSA Coordinator	Completed
5. Provide training for the CSA Coordinator	Completed and ongoing

Goal 2: Develop performance standards and goals for CSA Coordinator

Champion: CSA Coordinator

Supporting Staff: CPMT

Key Tasks/Activities	Target Dates
1. CPMT to review job description and provide feedback on performance standards and goals to incorporate into performance plan	Completed
2. Incorporate additions and changes from CPMT after its review and consider in developing the selection process	Completed
3. Develop and implement a regular process by which the CPMT will provide performance guidance to the CSA Coordinator (to reflect its strategic priorities)	Completed
4. Develop and implement a process by which the CPMT evaluates the performance of the CSA Coordinator that is consistent with the City's performance management process/requirements	Completed

Goal 3: Complete and maintain policy manual and other documents to ensure compliance with CSA HIGH

Champion: Amber Dopkowski and CSA Coordinator

Supporting Staff:

Key Tasks/Activities	Target Dates
1. Conduct a review of the current manual	Completed
2. Identify missing components and create an action plan addressing the audit	Completed

findings, to include a regular review schedule	
3. Formulate, write and approve missing components	Completed
4. Make update and changes to current manual chapters being retained	Completed
5. Distribute final product	Completed

Goal 4: Complete development of and maintain CPMT forms to ensure compliance with CSA and efficient operations HIGH

Champion: Amber Dopkowski

Supporting Staff: Selected agency representatives

Key Tasks/Activities	Target Dates
1. Review current forms and identify what is missing	Completed
2. Solicit feedback on forms from users in order to improve them, including: What is missing or out of date, standardization needs, how to insure forms help us meet our requirements, how to make forms more "user friendly," and how forms can be used to address business process revisions	Completed
3. Formulate, develop, and approve missing forms	Completed
4. Make update and changes to current forms being retained	Completed
5. Consult with City Manager to make him aware of the need for a web site, including some of the needs listed below: <ul style="list-style-type: none"> <li>• A central repository where the public can obtain documents</li> <li>• Forms are available to all agencies that need them</li> <li>• Policies and procedures are available to all people who need them</li> <li>• A secure website to share protected documents that contain client information for specified individuals</li> </ul>	Completed
6. Consult with City IT to make web site available	Completed
7. Distribute final product onto a single accessible web site	Completed

Goal 5: Increase CPMT information availability to enable CPMT meetings to operate more efficiently

Champion: Mary Blowe

Supporting Staff:

Key Tasks/Activities	Target Dates
1. Make City Manager aware of need for web site	Completed

2. Develop list of functions desired in the web site	Completed
3. Consult city IT regarding site web development	Completed
4. Develop plan to post public documents to the public portion of the web site when these documents are distributed to CPMT	Completed
5. Discuss with CPMT options regarding how to present confidential data (i.e. how to distribute information before meeting; have data on screen during meeting; post on a secure website)	Tabled
6. Develop standard format for information from FAPT to be presented to the CPMT (Redact identifying information versus distribute encrypted versions of the packet versus post on a password protected web location)	Completed

**Strategic Target Area: Common Ground through Education, Training, and Shared Expectations**

Goal 6: Develop an orientation program/strategy for CPMT, FAPT and Case Managers HIGH

Champion: Kelly Bober      Supporting Staff: CSA Coordinator, CPMT/FAPT member TBD

Key Tasks/Activities	Target Dates
1. Identify orientation training material that should be addressed and what is specifically needed for the CPMT, FAPT, and case managers. Determine whether material already exists or needs to be created. If it needs to be created, identify a work group to do so.	Partially Completed
2. Develop packet/binder	Completed
3. Add packet to Winchester City government website	Completed
4. Implement orientation training for existing members (CPMT, FAPT, Case Managers)	Partially Completed
5. Implement orientation for new members (ongoing)	Partially Completed
6. Determine who/how to keep orientation materials current (i.e mechanism for updates)	Completed

Goal 7: Create a common understanding of roles and expectations between each level regarding CSA HIGH

Champion: Amber      Supporting Staff: CSA Coordinator and any other

Key Tasks/Activities	Target Dates
----------------------	--------------

1. Attend CSA training by Stacey Fisher of OCS on roles/ responsibilities of CPMT and FAPT	11/1/13 Not Completed
2. Schedule a joint meeting between CPMT and FAPT to discuss roles and responsibilities as a follow up to the training	1/1/14 Not Completed
3. Schedule quarterly joint meetings between CPMT and FAPT to discuss relevant issues	4/1/14 Not Completed

Goal 8: Provide accessible and updated forms to case managers

Champion: CSA Coordinator Supporting Staff: Agency Directors

Key Tasks/Activities	Target Dates
1. Send email to point person who will ensure that all case managers have current forms, as determined by CSA Coordinator or other subject matter expert. <ul style="list-style-type: none"> <li>• Additionally insure that we use a date stamp on all forms in the future</li> <li>• May make these available on a future website</li> </ul>	Completed
2. Contact local governmental official to determine how we can use web site for forms; problem solve any barriers to doing so	Completed
3. Determine who will manage the forms webpage to assure they remain current	Completed
4. Set a ongoing schedule for reviewing and updating forms, including how to "announce" new forms	Completed

Goal 9: Provide training to address relevant topics and improve skills/identify needs

Champion: Julie Van Winkle Supporting Staff: Susan Groom

Key Tasks/Activities	Target Dates
1. Send out survey to case managers, FAPT, CPMT members to develop top training needs	Ongoing
2. Prioritize topics and review with CPMT	Need Plan
3. Determine organizations/agencies/providers with appropriate expertise and inquire regarding willingness to participate	Ongoing
4. Identify location and schedule training - send invites	Ongoing

**Strategic Target Area: Data-Driven Accountability and Service Provision**

Goal 10: Develop contract for vendors

Champion: Paul Scardino Supporting Staff: CPMT

Key Tasks/Activities	Target Dates
1. Evaluate model OCS contract for viability	1/1/14 Partially Completed
2. Review other area CPMT contracts	1/1/14 Partially Completed
3. Define provider responsibilities	3/1/14 Partially Completed
4. Define desired outcomes reporting formats	3/1/14 Partially Completed
5. Define specific outcomes to follow	2/1/14 Partially Completed
6. Incorporate outcomes reporting into contract	7/1/14 Partially Completed
7. Consider how to structure contracts that enable provider to have time and resources to create desired reports (Note: Paul to assist with this information)	7/1/14 Partially Completed

Goal 11: Ensure quality and appropriate level of services through UM and UR

Champion: CSA Coordinator Supporting Staff: CPMT

Key Tasks/Activities	Target Dates
1. Review current FAPT UM/UR process including: FAPT reviews, plans, progress, outcomes, overall expenditures	7/1/14 Not Completed
2. Review and evaluate current UM/UR process to ensure it meets OCS requirements	7/1/14 Not Completed
3. Define how to incorporate outcomes data into our QA process	7/1/14 Not Completed

Goal 12: Develop and implement a system to track fund expenditures and service allocations

Champion: CSA Coordinator Supporting Staff: CPMT

Key Tasks/Activities	Target Dates
----------------------	--------------

1. Develop a proposal for a system to track fund expenditures and service allocations (replicate the systems of others as appropriate)	Not Completed
2. Present proposed system to the CPMT	3/1/14 Not Completed
3. Define desired data	Not Completed
4. Define desired report schedule	3/1/14 Not Completed
5. Define interface and interaction with QA plan	7/1/14 Not Completed
6. Potential report types include the following: <ul style="list-style-type: none"> <li>• Costs by service (completed)</li> <li>• Costs by provider (2015)</li> <li>• Costs by population type (2015)</li> <li>• Costs by specific child (completed)</li> </ul>	Not Completed

**Strategic Target Area: CPMT Services Development**

Goal 13: Create action plan for services development

Champion: Julie Van Winkle

Supporting Staff: CPMT Members, CSA Coordinator

Key Tasks/Activities	Target Dates
1. Collect and review available data/reports and identify service gaps (individual CPMT Members will contact respective information holders to obtain this information)	1/1/14 Not Completed
2. Analyze and report on data findings to the CPMT (1-2 CPMT Members review the data and prepare the report)	5/1/14 Not Completed
3. Develop screening criteria/mechanism to identify priorities prior to CPMT meeting discussion	6/1/14 Not Completed
4. Agree on top priorities and prioritize them through CPMT meeting discussion	8/1/14 Not Completed
5. Develop Action Plans to address the priorities (to be developed within CPMT)	10/1/14 Not Completed
6. Implement the Action Plans as prescribed	Not Completed

Goal 14: Develop strategy to close gaps in mandated services, beginning with eligibility assessments HIGH

Champion: Mark Gleason Supporting Staff: Paul Scardino

Key Tasks/Activities	Target Dates
1. Review existing models for completing eligibility assessments and bring information and recommendations to CPMT Members	Completed
2. Review in CPMT meeting, endorse particulars that are attractive to vendors and develop a CPMT review mechanism for looking at vendor proposals	Completed
3. Develop a strategy (i.e. mailing, meeting) to make our existing providers aware of the need that we have for eligibility assessments (potentially make vendors aware of some strategies used by other providers)	Completed
4. Review responses from interested parties and refine strategy as needed	Completed
5. Develop contract	Completed
6. Implement services as and replicate the process to close other service gap	Partially



Online Services | Commonwealth Sites | Help | Governor

Search Virginia.gov: Search Virginia.gov



Search CSA Web Site Search

Home > Local Government Reporting/Contacts

**Comprehensive Services for At-Risk Youth & Families - Assessment of Critical Service Gaps - 2014**

Thank you for completing the Assessment of Critical Service Gaps Comprehensive Services for At-Risk Youth & Families.

A copy of your completed survey is below.

CPMT & CONTACT PERSON INFORMATION	
Assessment Date	February 13, 2015
CPMT	Winchester City
Localities Served by this CPMT	Winchester City
DSS Region	Region 3-Northern Region
Contact Person	Karen Farrell
Contact's Position Title	CSA Coordinator
Contact's Agency / Entity	Winchester CSA
Contact Telephone Number	540-542-6573
Contact E-mail Address	karen.farrell@dss.virginia.gov
The following agencies and / or entities were actively engaged in the completion of this community's service gaps Assessment:	
<input checked="" type="checkbox"/> Parents/Family Members <input checked="" type="checkbox"/> Local Government <input checked="" type="checkbox"/> School System <input checked="" type="checkbox"/> Department of Social Services <input type="checkbox"/> Community Services Board <input type="checkbox"/> Court Services Unit <input type="checkbox"/> Health Department <input checked="" type="checkbox"/> Private Providers <input type="checkbox"/> Judges <input type="checkbox"/> Other (please describe):	

TOP 5 PRIORITIZED SERVICES GAPS
Intensive Substance Abuse Services
Acute Psychiatric Hospitalization

Substance Abuse Prevention and Early Identification
Crisis Intervention and Stabilization
Transportation

<b>CPMT &amp; CONTACT PERSON INFORMATION</b>	
Assessment Date	February 13, 2015
CPMT	Winchester City
Localities Served by this CPMT	Winchester City
Contact Person	Karen Farrell

<b>BARRIERS TO COMMUNITY SERVICES AVAILABILITY</b>					
	Highest Priority (5)	(4)	(3)	(2)	Lowest Priority (1)
Reasons/Barriers	Intensive Substance Abuse Services	Acute Psychiatric Hospitalization	Substance Abuse Prevention and Early Identification	Crisis Intervention and Stabilization	Transportation
A. Need greater buy-in and support from line staff in community services model	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Community needs better data to guide the investment of resources or funds	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Need for greater collaboration among community stakeholders	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Community leaders have not reached consensus on prioritizing the development and/or funding of this service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Need to demonstrate the need for and value of this service to local decision makers and/or funders	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Need community agencies to review caseloads to determine whether sufficient demand to support development of this service	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

G. Unsure how to engage private and/or public providers in the development of this service	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
H. Disagreement in community on which entity should develop and provide the service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I. Need information on what are key factors that make this service effective	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
J. Need to pool resources and funding across multiple community partners and funding sources for this service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
K. Require access to grant or flexible funding for program start up	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
L. Not aware of potential funding sources for this service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
M. Need coordination across localities to demonstrate regional demand for this service; not sufficient demand in just our community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
N. Other (Please Describe): Need local provider for this service	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
O. Other (Please Describe):	<input type="checkbox"/>				
P. Other (Please Describe):	<input type="checkbox"/>				

CPMT & CONTACT PERSON INFORMATION	
Assessment Date	February 13, 2015

CPMT	Winchester City
Localities Served by this CPMT	Winchester City
Contact Person	Karen Farrell

<b>CHANGES TO COMMUNITY SERVICES AVAILABILITY</b>		
<b>Please check the following items that apply</b>	<b>Yes</b>	<b>No</b>
A. Has the number of community-based services increased in your community over the last year?	<input checked="" type="radio"/>	<input type="radio"/>
B. Has the array of community-based services increased in your community over the last year?	<input checked="" type="radio"/>	<input type="radio"/>
C. Has the availability of any services decreased over the past year? If so, please briefly describe below.	<input type="radio"/>	<input checked="" type="radio"/>
D1. Has your community initiated the use of facilitated Family Partnership Meetings?	<input checked="" type="radio"/>	<input type="radio"/>
D2. Has this increased the use of natural supports (unpaid helper or social resources used in the natural environment)?	<input checked="" type="radio"/>	<input type="radio"/>
E. Has your community taken specific steps to establish or expand community-based services during the past year?	<input checked="" type="radio"/>	<input type="radio"/>
F. Please briefly describe the steps taken to expand community-based services. Be as specific as possible and kindly limit your response to the 500 characters available.		
Area agencies and community partners are meeting as a task force to examine the Substance Abuse issues locally. The group is looking at the need and what services could be expanded to address this need.		

## AGREEMENT FOR PURCHASES OF SERVICES

### Introduction

This agreement for Purchase of Services, hereinafter referred to as "Contract", is intended to address and contain all of the terms, parameters, guidelines, and expectations that must be met by any provider of services and all children under the care and responsibility of the City of Winchester Community Policy and Management Team (WINC CPMT).

This Contract is effective as of July 1, 2015, between the WINC CPMT and ("the Provider"), and shall expire at the close of business on June 30, 2015. Unless otherwise terminated as herein provided, at the end of the Initial Term this contract shall automatically renew and continue in full force and effect from year to year ("renewal term") at the same rates, each such renewal term expiring of June 30 of each year. No renewal term will occur past the date of June 30, 2018.

This contract does not imply a definite financial obligation on the part of WINC CPMT, the Contract may be terminated by either party with thirty (30) days written notice.

1. **Adherence to Law.** This Contract is subject to the provisions of the Code of Federal Regulations, the amendments thereto, and relevant state and local laws, ordinances, regulations and pertinent state licensing, certifications and accreditation standards. WINC CPMT may modify this Contract to comply with any requirements mandated by federal, state or local law by giving written notice of said modification to the Provider.
2. **Choice of Law and Forum.** This Contract shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the Commonwealth of Virginia and any action, administrative or judicial, brought to enforce any provision of this Contract shall be brought only in the federal or state courts for The City of Winchester, Virginia. The Provider accepts the personal jurisdiction of any court in which an action is brought pursuant to this Contract for purposes of that action and waives all defenses to the maintenance of such action.
3. **Specific Interpretations.**
  - A. **Waiver.** The failure of WINC CPMT to enforce at any time any of the provisions of this Contract, or to exercise any option which is herein provided, or to require at any time any performance by the Provider of any the provisions hereof, shall in no way affect the validity of this Contract or any part thereof, or the right of WINC CPMT to thereafter enforce each and every provision.
  - B. **Remedies Cumulative.** All remedies afforded in this Contract shall be construed as cumulative, that is in addition to every other remedy provided herein or by law.

*Changes back to Paul*

**C. Severability.** If any part, term, or provision of this Contract is held by a court of competent jurisdiction to be in conflict with any state or federal law, the validity of the remaining portions or provisions shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

**D. Captions.** This Contract includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Contract.

**4. Purchase of Services Order.**

**A. Requirement for Purchase of Services Order (PSO).** A (PSO) shall be issued for any and all discrete services that are to be provided by the Provider to any child under the supervision or authority of WINC CPMT. No services shall be administered to a child under the supervision or authority of WINC CPMT without a PSO authorizing such discrete services signed by the Provider and a City of Winchester School Administrator (IEP), a Social Services Supervisor (DSS Cases) or the CSA Coordinator (all other cases). In emergency situations the Provider must contact the Case Manager or the Supervisor to obtain prior approval of the service.

**B. Content of PSO.** The PSO shall define the terms of the purchase and services delivery to a specific child. The PSO shall include the term of service, and type of services to be rendered to the child. The frequency, term and type of service shall be based on the objectives identifies in the IEP, the Child and Family Team Care Plan (CFT) or the Individual Family Service Plan (IFSP), which will be furnished to the provider at the time of the referral.

**C. Charges under PSO.** The Provider agrees to charge WINC CPMT for only those services described in the PSO and in accordance with the Billing Provisions of Section ten (10) of this Contract.

**D. Adjustment or Termination of PSO by WINC CPMT.** WINC CPMT may adjust or terminate the PSO at any time as a result of changes in the child's eligibility for or progress with services or if WINC CPMT deems it to be in the child's best interest to terminate the PSO. In the event that the WINC CPMT becomes unable to honor any or all approved PSOs for causes beyond WINC CPMT's reasonable control, including, but not limited to, failure to receive promised funds from federal, state, or local government sources or donor default in providing matching funds, WINC CPMT may terminate or modify any or all PSOs issued pursuant to this Contract as necessary to avoid delivery of services for which WINC CPMT cannot make payment. WINC CPMT shall notify the Provider immediately as soon as it becomes aware of such a cause for termination.

**E. Termination of PSO by Provider.** The Provider may only terminate a PSO prior to its expiration in the event of the child subject of the PSO committing an infraction considered a Serious Incident as defined in Section fourteen (14) of this Contract and the Provider having followed the notice requirements stated therein, or the service is determined to be no longer appropriate. In the event of termination of a PSO, all reasonable efforts will be made to give WINC CPMT 14 day written notice prior to termination of services to the child. Such written notice shall include the specific reason(s) for terminating services to the child.

**5. Provider Employee Background Checks:** The provider will be in compliance with all laws, regulations and licensing requirements of Virginia and of its state (if other than Virginia), relating to the conducting of criminal record back ground checks and child protective services registry checks of its employees. If the Provider is notified that any of its employees are named in a child protective service registry, then this information will be made available by the Provider to WINC CPMT within 10 days of receipt of such notice.

**6. Licensure:** The Provider represents and warrants that it (1) duly holds all necessary licenses/certifications required by local, State, federal laws and regulations and (2) will furnish satisfactory proof of such licensure to WINC CPMT's representative within ten (10) days after the execution of the Agreement. The Provider covenants that it will maintain its required licensed status with the appropriate governmental authorities and will immediately notify WINC CPMT in the event such licensing is suspended, withdrawn or revoked. The Provider agrees that such suspension, revocation or withdrawal shall constitute grounds for the immediate termination of this Agreement. Misrepresentation of possession of such license shall constitute a breach of contract and terminate this Agreement without written notice and without financial obligation on the part of WINC CPMT to pay the Provider's invoices.

**7. Service Quality.** The Provider shall provide services at or above the quality standard in the industry at which the service is provided. The description or evaluation written in the Service Fee Directory of the Profile of Services and Prices shall set forth the minimum level of service acceptable. The CSA Service Fee Directory is maintained by the state Office of Comprehensive Services (OCS) and is located on their website ([www.csa.virginia.gov](http://www.csa.virginia.gov)).

The Provider shall permit representatives of WINC CPMT to conduct program and facility reviews to assess service quality and compliance with the Individual Family Service Plan of any child under the supervision or authority of WINC CPMT. Such reviews shall include, but are not limited to, meetings with consumers, review of services records, review of service policy and procedural issuance, review of staffing ratios and job descriptions, review of financial records pertaining to any child under the supervision and authority of WINC CPMT, and meeting with any staff directly or indirectly involved in the provision of services to any child under the supervision or authority of WINC CPMT. Such reviews may occur as deemed necessary by WINC CPMT and may be unannounced.

**8. Service Rates.** The rates for services provided to a specific child by the Provider shall be set forth in the PSO for the child. The Provider may not increase the rate for any service described in a PSO during the term of the PSO unless the PSO provides for an automatic rate increase option, in which case the rate may only be increased in the initial month of FC CPMT's fiscal year and must be agreed to in writing by FC CPMT. The provider is required to have all services and rate information entered and up-to-date in the Service Fee Directory by the beginning of the contract year.

The Provider shall provide to WINC CPMT written notice of any planned rate increase not later than June 1, of every year. Such written notice shall contain the justification for the increase and shall be submitted in triplicate to WINC CPMT's Comprehensive Services Act Coordinator

**9. Medicaid.** The Provider shall file for Medicaid reimbursement for any Medicaid eligible services provided by the Provider to any Medicaid eligible child under the supervision or authority of WINC CPMT. The Provider shall be responsible for adhering to all Medicaid requirements, both service and fiscal. Any costs associated with improper management of Medicaid cases on the part of the provider shall be the sole responsibility of the Provider. The Provider shall provide WINC CPMT with documentation specifying the status of initial Medicaid approval within 10 days of receipt of such by the Provider. All other documentation specific to Medicaid received by the Provider shall be provided in writing to FC CPMT within 10 days of receipt of such documentation. WINC CPMT shall not be responsible for payment of Medicaid eligible services that are denied by Medicaid for reasons attributable to fault of the Provider.

CPMT: shall supply the Provider with the child's Medicaid number, if applicable; include a Certificate of Need from FAPT within 30 days prior to placement that indicates necessity of placement for residential treatment or a FAPT Assessment indicating medical necessity for therapeutic foster care placements; provide a complete copy of the DSM-IV diagnosis; provide a completed CAFAS/PECFAS dated within 90 days of placement and every 3 months thereafter; provide a signed Reimbursement Rate Certificate for each child eligible for Medicaid reimbursement. Updated CAFAS/PEFAS should be given to the Provider in a timely manner for inclusion in the "Continued State Review" forms to DMAS prior to the expiration of the authorization period.

WINC CPMT shall be responsible for payment of Medicaid eligible services that are denied by Medicaid for reasons attributed to fault of WINC CPMT.

**10. Billing.** The Provider shall bill WINC CPMT each month for all services rendered to a child pursuant to a PSO. The Provider shall bill WINC CPMT for any and all services provided within thirty (30) days of the date on which the service was provided. WINC CPMT agrees to mail payment for all correct invoices within forty-five (45) days of receipt of the invoice. In no case, shall WINC CPMT be obligated to pay for services

rendered to a child when the Provider fails to submit an invoice to WINC CPMT for such services within forty-five (45) days of the date of the service.

The Provider's invoice shall list: the applicable services provided by funding source category as directed by WINC CPMT and shall specify the name of the child to whom each service was provided and the month of service. The amount billed for services shall be the amount agreed upon in the PSO authorizing services to the child to whom the service was provided. The Provider agrees to bill and WINC CPMT agrees to pay for only those services authorized by the PSO for a specific child. The Provider shall bill WINC CPMT for the actual number of hours of service provided to the child.

When a child misses an appointment WINC CPMT shall not be responsible for payment. Payment will not be made for "No Shows" or any other time when services are not rendered.

WINC CPMT shall return incorrect invoices without payment to the Provider for correction within forty-five (45) days of receipt of the invoice. The submission of an invoice serves as the Provider's warrant that those services were rendered and were fully compliant with the PSO.

Within fifteen (15) days of receipt of the returned invoice, the Provider shall correct any incorrect invoice and re-submit the corrected invoice to WINC CPMT for payment. If the Provider finds that the invoice is correct, the Provider shall forward a written explanation for the invoice with supporting documents to WINC CPMT within fifteen (15) days of receipt of the returned invoice. If the Provider's notification and supporting evidence are not received by WINC CPMT within the fifteen (15) day limit, then WINC CPMT shall not be obligated to make payment upon any disputed portion of the invoice. The Provider shall immediately notify WINC CPMT of any overpayment for services by WINC CPMT.

11. **Accounting and Record Keeping.** The Provider shall maintain an accounting system and supporting records adequate to assure that claims for funds are in accordance with applicable state, federal and appropriate accrediting agency requirements. Such supporting records shall reflect all direct and indirect costs of any nature expended in the performance of this Contract and all income from any source. The Provider shall also collect and maintain fiscal and statistical data pursuant to the servicing of this Contract and any PSO for a child under the supervision or authority of WINC CPMT on forms designated by WINC CPMT.

The Provider agrees to retain all books, records, and other documents relative to this Contract and any PSO for a child under the supervision or authority of WINC CPMT for five (5) years after any final payment pursuant to this Contract and any PSO for a child under the supervision or authority of WINC CPMT or as long as necessary for purposes of any unresolved state or federal audit. WINC CPMT, its authorized agents, and state or

federal auditors shall have full access to and the right to examine any of said materials during an audit.

**12. Confidentiality.** Any information obtained by the Provider pursuant to this Contract concerning applicants, a child under the supervision or authority of WINC CPMT, or such child's family members shall be treated as confidential. Use or disclosure of such information by the Provider shall be limited to purposes directly connected with the Provider's responsibility for services under this Contract. Both parties further agree that this information shall be safeguarded in accordance with the provisions of the Code of Virginia, as amended, and any other relevant provisions of state or federal laws.

**13. Reporting Requirements For Treatment Providers:** Unless otherwise stipulated, the Provider shall submit to WINC CPMT a proposed written Treatment Plan within thirty (30) calendar days of the initiation of services to the child/youth. The Treatment Plan shall include at least the following information: type(s) and number(s) of disabilities, mental health and mental retardation diagnoses, or delinquent behaviors for which the purchased services are intended to address, prognosis, short and long term goals, expected outcomes, and performance timeframes mutually agreed to between WINC CPMT and the Provider when the services are purchased. Required monthly progress reports from the Provider to WINC CPMT shall include progress or lack of progress of child on long and short term goals, and reasons thereof, any anticipated change to expected outcomes, medications administered (if any), and any significant incidents affecting the child. If the Provider fails to provide any written treatment plan, progress report, or termination report in a timely manner, WINC CPMT may withhold payment of the Provider's invoices until such plan or report is received.

When applicable, the Provider shall provide the case manager with a copy of any reports of annual physical and dental examinations and psychological or psychiatric examinations of the child/youth conducted while under the care of the Provider. If requested by WINC CPMT, the Provider shall provide a monthly utilization report for each child. The Provider shall submit the monthly utilization report within 10 days after the end of each calendar month.

If possible, and upon two weeks' notice of a meeting of the FAPT and, or a Family Team Meeting for a child, the Provider shall ensure that a representative with personal knowledge of the progress of the child and authority to bind the Provider attends and participates in such meeting.

**14. Serious Incident Reporting:** The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which is related to youth placed by WINC CPMT. A serious incident includes, among others, abuse or neglect; criminal behavior; death; emergency treatment; facility related issues, such as fires, flood, destruction of property; food borne diseases; physical assault/other serious acts of aggression; sexual misconduct/assault; substance abuse; serious illnesses, (such as tuberculosis or meningitis), serious injury (accidental or otherwise); suicide attempt; unexplained

absences; frequent "No Shows"; or other incidents which jeopardize the health, safety, or wellbeing of the youth. As a note: providers who are mandated reporters for suspected abuse, should continue to follow state and agency mandates.

Within 24 hours of a serious incident, or by the next business day, the Provider shall report the incident by speaking to or leaving a message for the case manager of the placing agency of each youth involved. Within 48 hours of the serious incident, the Provider shall complete and submit to the case manager of the placing agency for each youth involved a written report.

The written report of the serious incident shall provide a factual, concise account of the incident and include:

Name of facility/provider; name of person completing form; date and time of serious incident; date of the report; child/youth's name, age, gender, ethnicity; placing agency name; placing agency case manager's name; where the incident occurred, description of incident (including what happened immediately before, during and after the incident); names of witnesses; action taken in response to incident; names/agencies notified (family, legal guardian, child protective services, medical facility, police); recommendation for follow-up and/or resolution of incident; signature of person completing report; and facility/provider director's (or designee) signature and date

Separate reports should be completed and submitted for each child/youth involved and placed by WINC CPMT. The provider is responsible for ensuring the confidentiality of the parties involved in the incident.

In the event the case manager of the placing agency determines that a serious incident has occurred the case manager will notify the Provider of the allegation. The provider shall within 48 hours of the case manager's notification complete and submit a written report as provided, supra.

- 15. Transportation to Court.** The Provider agrees to transport a child in the care of the Provider to all scheduled court hearings and to ensure the child's timely arrival at such hearings unless exigent circumstances exist that prevent the Provider from providing such transportation. WINC CPMT agrees to provide the Provider with notice of a scheduled court date as soon as the court date is determined. The Provider agrees to notify WINC CPMT at least two business days prior to a scheduled court date of any inability on the Provider's part to transport a child to a scheduled court hearing.

The Provider further agrees that a shortage of staff does not constitute exigent circumstances for purposes of this Contract. The Provider agrees to bill WINC CPMT for costs of transportation in accordance with the Billing provisions agreed to in this Contract.

- 16. Grievances.** In the event that a child under the supervision or authority of WINC CPMT submits a complaint to WINC CPMT concerning the Provider, the Provider shall promptly provide all verbal or written information or documents within its control relevant to such complaint to WINC CPMT upon a request by WINC CPMT for such information.
- 17. Subcontracts.** The Provider shall not enter into any subcontract for any of the services approved under this Contract without obtaining the prior written approval of WINC CPMT. Subcontractors shall be subject to all of the provisions, requirements, and conditions of this Contract and any PSO signed pursuant to this Contract. The Provider shall be solely responsible for the performance of any of its subcontractors.
- 18. Not Employees.** The Provider's performance under this Contract is as an independent contractor, and neither the Provider nor its employees, assignees or subcontractors shall be deemed employees of WINC CPMT while performing under this Contract.
- 19. Insurance.** When appropriate, the Provider shall at its sole expense obtain and maintain during the term of this Contract the insurance policies listed and required herein, naming WINC CPMT as an additional insured, and shall furnish WINC CPMT with a certificate of insurance prior to commencing work upon any PSO signed pursuant to this Contract. Any required insurance policies must be effective prior to the provision of any services or performance by the Provider under this contract and such policies cannot be cancelled without 30 days written notice to WINC CPMT. The following insurance is required:
- A. Commercial general liability insurance, written on an occurrence basis which shall insure against all claims, loss, cost damage, expense or liability from loss of life or damage or injury to person or property arising out of the Provider's performance under this Contract. The minimum limits of liability for this coverage shall be \$1,000,000 combined single limit for any one occurrence.
  - B. Contractual liability broad form insurance shall include the indemnification obligation set forth in this contract.
  - C. Workers' compensation insurance covering Provider's statutory obligations under the laws of the Commonwealth of Virginia and employer's liability insurance shall be maintained for all its employees engaged in work under this contract. Minimum limits of Liability for employers liability insurance will be \$500,000 for bodily injury by accident each occurrence, \$100,000 bodily injury by disease (policy limit) and \$100,000 Bodily injury by disease (each employee). With respect to Workers' compensation coverage, the Provider's insurance company shall waive rights of subrogation against WINC CPMT, its officer, employees, agents, volunteers and representatives.

- D. Automobile liability insurance shall be at least \$1,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this contract.
- E. Professional liability insurance with a minimum of liability of \$1,000,000.

The insurance coverage in amounts set forth in this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of \$1,000,000. Should an umbrella liability coverage policy be used to satisfy the requirements of this section, such coverage shall be accompanied by a certificate of endorsement stating that the policy applies to all of the above types of insurance.

**20. Indemnity.** The Provider shall indemnify, defend and hold harmless the WINC CPMT and all agencies represented therewith along with their officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses including court costs and reasonable attorneys' fees arising from any material default or breach by the Provider of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Provider, its officers, agents employees and subcontractors.

**21. Force Majeure.** Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to acts of God, flood, severe weather, fire, epidemic, strikes, the public enemy, legal acts of public authorities or delays or defaults of public carriers, which cannot reasonably be forecast or provided against.

**22. Miscellaneous.**

- A. **Additional Provisions.** Any document referred to in this Contract but not attached hereto is hereby incorporated in this Contract by reference
- B. **Merger.** This Contract, including all documents incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the Provider and WINC CPMT regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the Provider and WINC CPMT regarding this Contract's subject matter shall be of any effect.
- C. **Modification.** This Contract shall not be amended, modified, or otherwise changed except by the written consent of the Provider and WINC CPMT given in the same manner and form as the original signing of this Contract.
- D. **Order of Precedence.** Where there exists any inconsistency between the provisions of this Contract and the provisions other documents that have been incorporated into this Contract by reference or otherwise, the provisions of this Contract shall control.

Signatures:

\_\_\_\_\_  
Printed Name and Title (Provider)

\_\_\_\_\_  
Signature (Provider)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name (WINC CSA Coordinator)

\_\_\_\_\_  
Signature (FC CSA Coordinator)

\_\_\_\_\_  
Date