

**PUBLIC COMMENT DRAFT**

**State Fiscal Year (SFY) 2007**

**COMMONWEALTH OF VIRGINIA**



# **Infant & Toddler Connection of Virginia**

**LOCAL CONTRACT FOR CONTINUING  
PARTICIPATION IN PART C**

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

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

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CONTRACT # \_

**State Fiscal Year (SFY) 2007 COMMONWEALTH OF VIRGINIA  
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C  
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES  
AND THEIR FAMILIES**

**THIS DOCUMENT CONSTITUTES AN AGREEMENT BETWEEN:**

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

**AND**

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

**AND IS DATED:** June 30, 2006

**I.0 DEFINITIONS**

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

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

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

**Early Intervention Services** – services provided through Part C of the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. § 1431 et seq.), as amended, designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development and provided to children from birth to age three who have (i) a twenty-five percent developmental delay in one or more areas of development, (ii) atypical development, or (iii) a diagnosed physical or mental condition that has a high probability of resulting in developmental delay.

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

Speech Language Pathology; Transportation; Vision; and other entitled Part C services (i.e., services that may be entitled but are not listed above).

**Family-Centered Practices** – a way of planning and providing early intervention services in which families are involved in all aspects of decision-making, families’ cultures and values are respected, and families are provided with accurate and sufficient information to be able to make informed decisions. Family-centered practices include establishing an active parent-provider partnership; considering family routines, activities and natural settings throughout the early intervention process (from child find, evaluation and assessment, and delivery of entitled services on through transition); and keeping the focus of early intervention supports and services on increasing the child’s participation in family and community activities identified by the family and supporting the family in identifying learning opportunities and enhancing their child’s development.

**Family Survey** – a professional survey, funded by the General Supervision Enhancement Grant (GSEG), that is nationally validated and will be administered to an appropriate sample of families for the purpose of collecting the first year’s Family Outcomes Data as required by the Office of Special Education Programs (OSEP) for the State Performance Plan.

**General Supervision and Monitoring System** – The procedures and mechanisms used by the State Lead Agency to ensure compliance with all requirements of Part C of IDEA, as amended, adherence to State requirements related to Part C, and continuous quality improvement.

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

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

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

**Infant and Toddler Online Tracking System (ITOTS)** – secured, web-based data entry system for collection and tracking of child-specific data on all children served under Virginia’s Part C early intervention system.

**Local Interagency Coordinating Council (LICC)** – entities established on a statewide basis by the Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS), in consultation with the Virginia Interagency Coordinating Council (VICC), to enable early intervention service providers to establish working relationships that will increase the efficiency and effectiveness of early intervention services. There are 40 LICCs across the state.

The membership of the LICCs, as established by *Virginia Code* § 2.2 – 5305, shall include designees from the following agencies: community services boards, departments of health, departments of social services, and local school divisions. These designees shall designate additional council members as follows: at least one parent representative who is not an employee of any public or private program that serves infants and toddlers with disabilities; representatives from community providers of early intervention services; and representatives from other service providers as deemed appropriate. Every county and city may appoint a representative to the respective local interagency coordinating council.

The duties of LICCs, as specified in *Virginia Code* § 2.2-5305, shall include advising and assisting the local lead agency in the following:

1. Identifying existing early intervention services and resources;
2. Identifying gaps in the service delivery system and developing strategies to address these gaps;
3. Identifying alternative funding sources;
4. Facilitating the development of interagency agreements and supporting the development of service coalitions;
5. Implementing policies and procedures that will promote interagency collaboration; and
6. Developing local procedures and determining mechanisms for implementing policies and procedures in accordance with state and federal statutes and regulations.

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

- A. Local lead agencies shall facilitate implementation of local early intervention services statewide. The state lead agency shall contract with local lead agencies. The local lead agency shall be a public agency selected by the local interagency coordinating council.
- B. The duties of the local lead agency as specified in *Virginia Code* § 2.2-5304.1 shall include:
  1. Establishing and administering a local system of early intervention services that meets all federal Part C requirements and Virginia policies and procedures governing the provision of early intervention services;

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

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

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

1. Serving as a liaison between the local Part C system and the State Lead Agency, DMHMRSAS;
2. Serving as a liaison between the local interagency coordinating council and the Local Lead Agency;
3. Clearly describing and explaining the service delivery considerations and philosophy associated with individualizing Part C early intervention supports and services in everyday routines, activities and places to a wide variety of people in order to move the local system forward in adopting these practices;
4. Working in partnership with families, agencies and professionals to maintain a local service delivery system that provides individualized, family-centered supports and services for all eligible children and their families;
5. Providing oversight of local service delivery trends to monitor individualization of supports and services;
6. Assisting the Local Lead Agency in continuously monitoring projected Part C expenditures based upon active IFSPs and available reimbursement sources;
7. Facilitating continuous local system improvement through collection, use and interpretation of data (e.g. chart reviews, ITOTS, etc.); and
8. Assisting the Local Lead Agency in completing local contract requirements.

**Local Participating Agency or Provider** – any public agency, or its contracting agency or provider, that provides early intervention services or other activities according to Virginia Part C Policies and Procedures to Part C eligible children and their families; or another public or private agency or provider that agrees to do so by interagency agreement, memorandum of understanding, or letter of agreement.

**Local Plan of Improvement** – the written plan developed by a local Part C system to address any noncompliance issues identified through Virginia’s General Supervision and Monitoring. Specific timelines are required for each identified area of noncompliance to ensure that compliance is met within one year of the notification to the local system of the identification of noncompliance. DMHMRSAS monitors and supports the successful completion of the improvement actions included in the plan within the specified time.

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

**Public Agency** – Any department, authority, board, post, commission, division, institution, committee, office, entity or political subdivision, including local governing bodies, created by law to exercise some sovereign power or to perform some governmental duty, and empowered by law to undertake the prescribed activities.

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

**Timely** – The maximum number of days from the development of the IFSP till the implementation of services which is defined by the Infant & Toddler Connection of Virginia as 21 calendar days unless otherwise determined and documented by the IFSP team in order to meet the individual needs of the child and family.

## 2.0 SCOPE OF WORK

### 2.1 Local Lead Agency

#### 2.1.1. FISCAL

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

- a. Purchase, contract for, and/or provide services and disburse funds in accordance with the local interagency Part C budget developed in collaboration with the LICC and approved by the DMHMRSAS. The Local Lead Agency shall:
  - (1) Ensure adherence to its own requirements, as well as those of the DMHMRSAS, including Part C of the IDEA, as amended, for managing funds – including audits, hiring of personnel, and complying with the Virginia Public Procurement Act when contracting for services, other Part C functions, and/or purchasing supplies/equipment.
  - (2) Provide accurate and detailed information to the LICC regarding its requirements, as well as those of DMHMRSAS, for procuring services and disbursing funds in order to facilitate interagency decisions and recommendations for use of funds within given parameters.
  - (3) Include a requirement for compliance with all state and local Part C Policies and Procedures including provision of services in accordance with *Individualized Part C Early Intervention Supports and Services in Everyday Routines, Activities and Places* in all of its contracts with Part C service providers.
  - (4) Monitor all of its contracts with Part C service providers for compliance with all state and local Part C Policies and Procedures, including provision of services in accordance with *Individualized Part C Early Intervention Supports and Services in Everyday Routines, Activities and Places*.
- b. Prepare and submit all reports required by the DMHMRSAS. The Local Lead Agency, with the advice and assistance of the LICC, shall:

- (1) Prepare and submit Part C expenditure reports (Attachment B – Expenditure Report Forms) that reflect expenditures incurred during each six months of the fiscal year (7/1/06 – 6/30/07). Any federal Part C funds unexpended at June 30, 2007 must be obligated and expended during the period of July 1, 2007 through September 30, 2007. Any unspent federal funds after September 30, 2007 will be returned to the DMHMRSAS. The expenditure reports, which must include signatures of an individual with fiscal authority from the Local Lead Agency and the Local Part C System Manager, are due 45 days following each six months. If an expenditure report is submitted later than 60 days following a reporting period, the DMHMRSAS shall suspend payments to the Local Lead Agency until the report is received in accordance with this contract. Funding will be brought up to date on the next payment once the report is received.

Report and submission deadlines are as follows:

**First report (07/01/06 thru 12/31/06) Due** February 16, 2007

**Second report (01/01/07 thru 06/30/07) Due** October 1, 2007

- (2) Within the local Part C allocation award amount, and in accordance with DMHMRSAS requirements and procedures, prepare and submit the budget and budget revisions in collaboration with the LICC.
  - (a) Administrative costs may not exceed 5% of the total local Part C allocation.
  - (b) The Local Lead Agency, in collaboration with the LICC, may make budget revisions of any amount **within** a budget category without prior approval of the DMHMRSAS. The budget categories are Systems Operations and Entitled Services. (See definitions on pages 2-5). The Local Lead Agency, in collaboration with the LICC, also may revise up to 10% of its budget between categories without the approval of the DMHMRSAS. When seeking to move funds between budget categories, revisions, either singular or cumulative, exceeding 10% of the amount of this Contract must be submitted in writing to the DMHMRSAS and approved prior to the use of funds for newly proposed expenditures. These revisions shall be indicated on all subsequent expenditure reports in accordance with DMHMRSAS requirements.
- c. Prepare and submit data mandated by the Virginia General Assembly under Budget Line Item 334 including the following:
  - (1) Total revenues used to support Part C services;
  - (2) Total expenses for all Part C services;
  - (3) Total numbers of infants and toddlers and families served using all Part C revenues; and
  - (4) Services provided to those infants and toddlers and families.The information mandated for reporting by the General Assembly will be reported by the Local Lead Agency on the Revenue/Expenditure Form.

- d. Make available Part C funds to ensure access to and maintenance for all necessary computer resources in accordance with DMHMRSAS requirements to ensure: a) communication with the state office (e.g., email and Internet access); b) the completion of all necessary written activities for compliance with this contract; and c) the management of data required under Virginia's Part C General Supervision and Monitoring System. Part C funds budgeted for this purpose must be reflected in the Data Collection line item of the local Part C budget.
- e. Return unspent federal funds.
- f. Notify DMHMRSAS of budget shortfalls, including supporting documentation of need, upon the identification of the financial need.

#### 2.1.2. ADMINISTRATION:

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

- a. Employ a Local Part C System Manager.
- b. Re-evaluate and revise local policies and procedures within six months of the receipt of the revised and approved State Policies and Procedures.
- c. Ensure that local policies and procedures address the following Part C requirements:
  - (1) Family-centered supports and services in accordance with *Individualized Part C Early Intervention Supports and Services in Everyday Routines, Activities and Places*.
  - (2) The 45-day timeline requirements under Virginia Part C Policies and Procedures related to completing the initial evaluation/assessment to determine eligibility and the development of an Individualized Family Service Plan for all eligible children.
  - (3) The provision of Part C early intervention services in the child's natural environment.
  - (4) The initiation of all Part C services, as designated on the IFSP, in a timely manner (which is defined by the State Lead Agency as being within 21 calendar days, unless the IFSP team decides on and documents a later start date in order to meet the individual needs of the child and family).
  - (5) The completion of an individualized transition plan for all children exiting from the Part C system which adheres to the transition requirements under Part C of IDEA, as amended.
  - (6) The statewide uniform ability to pay policies and procedures in accordance with Component XIII and Appendix X of the Virginia Part C Policies and Procedures.
  - (7) Procedural safeguards and dispute resolution procedures under Virginia Part C Policies and Procedures.
  - (8) Accessing all appropriate sources of funding and services prior to the use of Federal Part C funds for early intervention services or activities. Those funding sources may include, but are not limited

to, based upon local availability and accessibility and individual eligibility requirements, the following:

- (a) Medicaid — Medicaid-eligible children must receive early intervention services from Medicaid providers. Early intervention services may be covered based on eligibility and other factors through Medicaid programs including, but not limited to, Medallion I, Medallion II, the MR Community-based Waiver, Technology Assisted Waiver, EPSDT, FAMIS, FAMIS II, Elderly and Disabled Waiver, State Plan Services (including, but not limited to, Targeted Case Management (TCM), occupational therapy, physical therapy, speech-language pathology),
- (b) Other Federal funds, including, but not limited to, Maternal Child Health;
- (c) TriCare;
- (d) State General Funds;
- (e) Local government funds;
- (f) Private funds, including private third party insurance with parental permission;
- (g) Donations;
- (h) Family fees; and
- (i) All other locally identified sources of funding that apply to Part C services.

d. Develop, review and revise local interagency agreements, contracts and memoranda of understanding, as necessary, to ensure inclusion of terms and conditions that require all local public and private participating agencies/providers to comply with Part C requirements when providing Part C services.

e. Develop and implement local mechanisms to meet the Part C assurances listed in Section 4.0 of this contract, including review and revision as needed.

f. Review and revise (as needed) the list of locally-identified potential informal resources and supports within the community (as identified in previous years through the process of community mapping) and 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 that the payor of last resort provisions of Part C of IDEA, as amended, are met and to increase service capacity.

g. Facilitate development and implementation of local interagency agreement(s), contract(s), and memoranda of understanding with additional local public and private agencies/providers, as necessary, in order to fill gaps in services and ensure access to all potential payors in accordance with the payor of last resort provision of Part C of IDEA, as amended.

- h. Adhere to the requirements of Virginia's Part C General Supervision and Monitoring System as follows:
- (1) Respond to data requests from the DMHMRSAS including, but not limited to, federal- and state-required data, including child data as captured on ITOTS, annual local record review data, data requested by the DMHMRSAS to determine correction of local non-compliance, and other requested data captured via other methods as developed and implemented in Virginia and in accordance with timelines established by DMHMRSAS (see list in Attachment E). It is expected that the Local Lead Agency shall, with the advice and assistance of the LICC, meet the established timelines for responding to required data elements/reports. Specifically, the Local Lead Agency will collaborate with the LICC, as needed, in determining a local process for
    - (a) entering child specific data including all the required Individual Child Data Form data elements into the secure web-based system in accordance with instructions and guidance provided by the DMHMRSAS (see the ITOTS web page or [www.infantva.org](http://www.infantva.org)) and
    - (b) completing the annual local record review in accordance with the State-provided protocol and timelines. Child specific data and annual record review data are required by the DMHMRSAS to meet federal reporting requirements and to assist with state and local planning, accountability, compliance and systems improvement.
  - (2) Submit and implement local compliance plans as required by the DMHMRSAS to ensure correction of noncompliance as soon as possible and no later than 365 days from the date the DMHMRSAS identified the noncompliance.
  - (3) Generate, on at least a quarterly basis, the *Children Active*, *Children Discharged* and *Children Evaluated Eligible* reports through ITOTS. The Local Lead Agency reviews these reports and confirms the accuracy of the data by signature of the local system manager. This quarterly confirmation of accuracy is kept on file by the Local Lead Agency and is made available to the DMHMRSAS upon request. Annually, the Local Lead Agency provides written verification (signed by the local system manager) to the State Lead Agency of the data accuracy based on the quarterly review of ITOTS reports.
  - (4) Participate in the continued development, pilot project and implementation of the child and family outcome measurement system being developed through the GSEG, as requested.

The Mid-South Regional Resource Center of the University of Kentucky is operating an OSEP General Supervision Enhancement Grant in collaboration with the Infant & Toddler

Connection of Virginia. The focus of the grant is on developing and enhancing Part C state outcome indicators and methods to collect and analyze Part C outcome indicator data. The grant specifically addresses the impact of Part C services by establishing desired outcomes, selecting indicators and implementing methods to measure the progress of children in the Part C system.

- i. Host an annual on-site data confirmation visit by DMHMRSAS staff. The Local Lead Agency will be asked to provide a working space for the DMHMRSAS staff to conduct required record reviews for data accuracy and will be asked to assist in pulling records identified by the DMHMRSAS.
- j. Review interagency agreements, contracts, and memoranda of understanding or letters of agreement annually and revise as necessary.
- k. Identify and report substantial, recurring non-compliance with contracts related to Part C on behalf of local participating agencies or providers in accordance with the following process:
  - (1) The Local Lead Agency shall collaborate with the LICC and all other participating agencies or providers to resolve, to the greatest extent practicable, the issue locally prior to submitting a notice to the DMHMRSAS. Technical assistance is available from the DMHMRSAS to assist local Part C systems in their efforts at local resolution. When local issues of non-compliance, like those listed below, cannot be resolved at the local level then they are defined as substantial, recurring non-compliance issues. Substantial, recurring non-compliance issues include, but are not limited to, the following situations:
    - (a) Non-compliance with payor of last resort and local maintenance of effort provisions of Part C of IDEA, as amended, or paying for non-Part C activities or services for non-Part C children with Part C funds;
    - (b) Significant barrier in providing early intervention services, including delaying or preventing children from receiving services in accordance with requirements;
    - (c) Inability to provide required services as a result of provider limitations;
    - (d) Reporting delays to the Local Lead Agency by Part C participating agencies or providers regarding required data or requested or required information that impacts the Local Lead Agency's ability to report in a timely fashion to DMHMRSAS;
    - (e) The content or the implementation of local interagency agreements, memorandum of understanding are not in compliance with Part C requirements;
    - (f) Personnel are not being hired in accordance with Part C requirements; and
    - (g) Failure to participate and comply with the General Supervision

and Monitoring requirements including annual local record reviews and other data requirements and development and implementation of local plans of improvement.

- (2) The DMHMRSAS shall respond in writing to the Local Lead Agency within 15 days of receipt of the notification of the substantial, recurring non-compliance and shall identify the status or next steps that it proposes to take to resolve the non-compliance.
- (3) DMHMRSAS and the Local Lead Agency shall commit to making good faith efforts to develop plans and implement strategies to resolve issues of substantial, recurring non-compliance or barriers identified that prevent or delay children from receiving services.

### 2.1.3. PERSONNEL

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

- a. Include terms in all local interagency agreements, contracts and/or memoranda of understanding requiring that all local participating agencies utilize hiring practices for employing early intervention personnel that meet Component IX, Personnel Standards in *Virginia Policies and Procedures for the Implementation of Part C of the Individuals with Disabilities Education Act*. Such terms shall include requiring that:
  - (1) The required documentation on the Personnel Data – Reporting Form (Attachment D) is completed by May 1, 2007 to:
    - (a) Ensure that early intervention personnel who do not meet a highest standard when hired complete necessary course work within three years to meet a highest standard; and
    - (b) Identify those persons employed as Early Intervention Assistants who are in the process of achieving approval of their qualifications within eighteen months from their date of hire.
- b. Implement the requirement for all providers to complete the on-line *Orientation to Part C* training module, passing the competency test with 80% accuracy.

### 2.1.4. SERVICE DELIVERY:

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

- a. Include terms in all local interagency agreements, contracts and/or memoranda of understanding requiring that all local participating agencies utilize consistent statewide forms (see [www.infantva.org](http://www.infantva.org) for forms). Agencies may utilize electronic capabilities to produce forms that are substantially equivalent to the statewide forms in content, sequence, format and appearance with the exception of Procedural Safeguards forms. Original or photocopied statewide Procedural Safeguard forms must be used. Statewide service delivery forms include, but are not limited to, the following:

- (1) "Individualized Family Service Plan (IFSP)" Form;
  - (2) "Notice and Consent for Initial Evaluation/Assessment" Form;
  - (3) "Confirmation of Initial Evaluation and Assessment Schedule" Form (optional);
  - (4) "Confirmation of Individualized Family Service Plan (IFSP) Schedule" Form;
  - (5) "Confirmation of Evaluation/Assessment and Individualized Family Service Plan (IFSP) Meeting" Form;
  - (6) "Declining Early Intervention Services" Form;
  - (7) "Parental Prior Notice" Form;
  - (8) "Notice and Consent for Screening" Form;
  - (9) "Notice of Child and Family Rights in the Infant and Toddler Connection of Virginia System (December 2002)"; and
  - (10) "Strengthening Partnerships: A Guide to Family Safeguards in the Infant & Toddler Connection of Virginia Part C Early Intervention System (December 2002)".
- b. Help families in accessing formal and informal supports and community resources (including third party and other financial resources) to promote attainment of IFSP outcomes through various learning opportunities that naturally occur during the family's typical daily activities and routines (in accordance with *Individualized Part C Early Intervention Supports and Services in Everyday Routines, Activities and Places*).
- c. Review and revise, as needed, the local mechanism that provides oversight of local service delivery trends and that moves the local system forward in adopting the practices outlined in the *Individualized Part C Early Intervention Supports and Services in Everyday Routines, Activities and Places*.
- The mechanism does not supersede the IFSP team's authority to determine appropriate supports and services. Rather, the intention of the mechanism is to prompt the local Part C system to stop, review and discuss whether supports and services are being provided in accordance with the *Individualized Part C Early Intervention Supports and Services in Everyday Routines, Activities and Places*.
- d. Utilize and promote public awareness materials disseminated by the Infant & Toddler Connection of Virginia Early Intervention Office to ensure a consistent statewide public awareness campaign. This includes adopting and utilizing the consistent statewide identity and logo in the local early intervention system.

## 2.2 DMHMRSAS

DMHMRSAS shall:

- 2.2.1 Disperse state and federal Part C funds, subject to the Local Lead Agency's compliance with the provisions of this contract.
- 2.2.2 Provide advance notice in requesting additional information or data or in changing established timelines. The amount of advance notice may vary depending upon the circumstances of the request. Any requests for additional data or notification of changes in established timelines will be provided in writing to the Local Lead Agency representative who signed the local contract.
- 2.2.3 Disseminate consistent statewide public awareness campaign materials and strategies to Local Lead Agencies and provide guidance for implementation.
- 2.2.4 Make available, upon request, multiple copies of Procedural Safeguards forms, including translated forms as feasible to do so.
- 2.2.5 Make available on its website ([www.infantva.org](http://www.infantva.org)) copies of all forms that are required for use by participating agencies in providing Part C services, in addition to policy and technical assistance documents and minutes from various meetings.
- 2.2.6 Provide communication to the Local Lead Agency on a regular basis, identifying updated information on the DMHMRSAS website ([www.infantva.org](http://www.infantva.org)) and other pertinent resources and information.
- 2.2.7 Provide technical assistance to the Local Lead Agency, the LICC and local participating agencies or providers.
- 2.2.8 Assist the Local Lead Agencies in addressing issues such as insurance coverage, shortage of providers, etc.
- 2.2.9 Conduct random or planned fiscal audits, as DMHMRSAS deems appropriate.
- 2.2.10 Conduct annual on-site record reviews for data confirmation.
- 2.2.11 Conduct site visits with the Local Lead Agency, the LICC and local participating agencies or providers for the purposes of monitoring and for assistance in resolving issues through technical assistance.
- 2.2.12 Provide training or guidance to the Local Lead Agency, the LICC and local participating agencies or providers based on changes or modifications to the state level interagency agreement and Virginia Part C Policies and Procedures, which are reviewed at least annually and revised as necessary, and on other information as appropriate.
- 2.2.13 Acknowledge to the Local Lead Agency receipt of the notification of substantial, recurring non-compliance within 15 business days and identify steps and proposed timeframes for resolution.

- 2.2.14 Acknowledge to the Local Lead Agency receipt of the notification of projected insufficient financial resources within 15 business days and identify steps and proposed timeframes for resolution.
- 2.2.15 Acknowledge in writing to the Local Lead Agency the receipt of the local system's plans of improvement within 5 calendar days.
- 2.2.16 Acknowledge in writing to the Local Lead Agency the status of approval of the local system's plans of improvement within 15 calendar days.
- 2.2.17 Maintain interagency agreements with the participating state agencies: the Departments of Health; of Education; of Medical Assistance Services; of Mental Health, Mental Retardation and Substance Abuse Services; of Social Services; for the Deaf and Hard-of-Hearing, for the Blind and Vision Impaired, for Virginia Office for Protection and Advocacy; and the Bureau of Insurance with the State Corporation Commission. In addition, the DMHMRSAS will resolve disagreements relating to these interagency agreements and seek compliance from the state agencies at the local level after reasonable local effort.
- 2.2.18 Delineate between those data requests to which a response is required (e.g., federally-required, State-required, requested by Virginia legislature) and those to which a response is not required, per se, but necessary for the purpose of making informed policy decisions.

### **3.0 DELIVERABLES**

#### **3.1 Local Lead Agency**

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

- 3.1.1 Executed contract documents as specified on the Contract form included herein.
- 3.1.2 Child-specific data, in collaboration with the LICC and in accordance with the Infant and Toddler Online Tracking System (ITOTS) data elements, as children enter the system or at least by the last day of each month. Data must be reviewed and updated by the local Part C system (to ensure that the local count reflects the actual children in the system at that time – new children are entered and discharged children are closed) quarterly, by July 10, 2006; October 10, 2006; January 10, 2007; and April 10, 2007.
- 3.1.3 Provide verification in writing to the State Lead Agency as to the accuracy of data submitted to include, but not limited to, the annual verification of ITOTS reports related to Children Active, Children Discharged and Children Evaluated Eligible; annual record review data. The confirmation of data accuracy will be signed by the local system manager and verifies that the data is accurate to the best of the local system manager's ability.
- 3.1.4 Report of Non-Compliance submitted within 30 days of identification of the substantiated, recurring non-compliance including; a) identification of

the substantial recurring non-compliance issue, b) the agencies or providers involved, c) the length of time that the non-compliance has occurred, and d) the steps taken to resolve the issue at the local level.

- 3.1.5 The required documentation related to personnel who do not meet highest standards in accordance with the Personnel Data – Reporting Form: Documentation of Personnel Currently Employed in LICC’s Early Intervention System As Early Intervention Assistants by May 1, 2007 (Attachment D).
- 3.1.6 Completed Part C expenditure reports and due dates as follows:
  - First report (07/-1/06 thru 12/21/06) Due February 16, 2007
  - Second report (01/01/07 thru 06/30/07) Due October 01, 2007

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

- 3.1.7 Revised local Part C budgets, as necessary, in collaboration with the LICC and in accordance with DMHMRSAS requirements and procedures.
- 3.1.8 Unspent Part C funds at the end of the fiscal year according to timelines.
- 3.1.9 Data mandated by the Virginia General Assembly under Budget Line Item 334, (see 2.1.1(b) (3)) including the following:
  - (a). Total revenues used to support Part C services;
  - (b). Total expenses for all Part C services;
  - (c). Total numbers of infant and toddlers and families served using all Part C revenues; and
  - (d). Services provided to those infants and toddlers and families
- 3.1.10 Data necessary to meet the Office of Special Education Programs (OSEP) reporting requirements including, but not limited, to the following data:
  - (a) Documentation of mitigating circumstances for children exceeding the forty-five (45) day timeline requirement for development of an initial IFSP, as requested by the DMHMRSAS technical assistance consultant;
  - (b) Annual local record review data;
  - (c) Updated primary service setting data that reflects the IFSP in effect for each eligible child on December 1, 2006; and
  - (d) Data requested by DMHMRSAS to demonstrate the correction of local noncompliance.

Data will be collected through a sampling methodology, when appropriate, with the rates as follows:

0- 10 children = 100%

- 11- 20 children = 50%
- 21-100 children = 25%
- 101-200 children = 20%
- 201-300 children = 15%
- 301-600 children = 10%
- Over 600 children = Select 60 records.

- 3.1.12 Any revisions to the mechanism that provides oversight of local service delivery trends and moves the local system forward in adopting the practices outlined in the *Individualized Part C Early Intervention Supports and Services in Everyday Routines, Activities and Places*
- 3.1.13 Revised local policies and procedures within six months of the receipt of the revised and approved State Policies and Procedures.
- 3.1.14 Local plans of improvement as required by the DMHMRSAS to address identified areas of noncompliance

### 3.2 DMHMRSAS

DMHMRSAS shall provide to the Local Lead Agency and local participating agencies and providers, the following:

- 3.2.1 Statewide public awareness materials for use by the Local Lead Agency and local participating agencies and providers.
- 3.2.2 State website ([www.infantva.org](http://www.infantva.org)) for local access to required forms, policy and technical assistance documents, and minutes from meetings.
- 3.2.3 Training and technical assistance to the Local Lead Agency, the LICC and local participating agencies based upon state and local needs and issues.
- 3.2.4 State and Federal Part C funds in accordance with this Contract.
- 3.2.5 Annual on-site record reviews for data confirmation.
- 3.2.6 Written notification of any identified areas of noncompliance and the required timelines for correction within one year of identification of the noncompliance.
- 3.2.7 Written acknowledgement to the Local Lead Agency, within 15 business days, of the receipt of notification from the local system of insufficient financial resources, which includes supporting documentation of the financial need. The acknowledgement shall include identified steps and proposed timeframes for resolution.

- 3.2.8 Written acknowledgement to the Local Lead Agency, within 15 business days, of the receipt of notification of substantial, recurring non-compliance as reported by the local system. The acknowledgment shall include identified steps and proposed timeframes for resolution.
- 3.2.9 Written notification to the local system manager within 5 calendar days, the receipt of the local system's plans of improvement.
- 3.2.10 Written notification to the local system manager, within 15 calendar days of receipt, of the status of approval of the local system's plans of improvement.

#### **4.0 ASSURANCES**

4.1 The Local Lead Agency will:

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

(34 CFR 303.122)

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

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

(34 CFR 303.123)

State funds in this assurance references Federal, State, local and private funding sources other than federal Part C funds. This assurance is satisfied by the use of an accounting system that includes an "audit trail" of the expenditure of funds awarded under Part C. Separate bank accounts are not warranted.

- b. Federal funds made available under Part C will be used to supplement and increase the level of State and local funds expended for infants and toddlers with disabilities and their families and in no case supplant such State and local funds appropriated or budgeted at the state and local level for Part C services.

(34 CFR 303.124)

To meet this requirement, the total amount of State and local funds budgeted for expenditures in the current fiscal year for early intervention services for Part C eligible children must be at least equal to the total amount of State and local funds actually expended for early intervention

services for these children and their families in the most recent fiscal year for which information is available.

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

(34 CFR 303.125)

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

(34 CFR 303.126)

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

1. For a family with private insurance, Part C funds may not be used to make up the difference between the usual and customary rate paid by the insurance company for a service and the local participating agency's/provider's cost to provide that service. By being a provider for that insurance company, the local participating agency/provider has agreed to accept that usual and customary rate.
2. For a child with Medicaid, Part C funds cannot be used to make up the difference between the amount reimbursed by Medicaid and the local participating agency's/provider's cost of providing that service. As a Medicaid provider, the local participating agency/provider has agreed to accept reimbursement at the Medicaid rate.
3. For a child whose family is paying according to the statewide Part C ability to pay scale, Part C funds cannot be used to reimburse the agency for the family fee if the family states they are unable to pay the fee (even after all appeals are exhausted) if state, local or federal funds are used to support the provision of any early intervention services provided by the agency.

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

- e. Part C funds will be used by the Local Lead Agency to plan, develop, and implement a local interagency system of early intervention services for Part C eligible children and their families as defined in State policies and will be

expended in accordance with Federal requirements, including requirements for the provision of direct services not provided or funded by other sources.

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

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

(34 CFR 303.128)

- g. All Federal, State, and local policies and procedures for Part C implementation are implemented through local interagency agreements, contracts, and/or memoranda of understanding.

- h. All local participating agencies/providers are informed of the assurances listed above and that the obligation to comply with these assurances is included in all contracts, agreements, and purchase orders with local Part C services providers.

## 5.0 GENERAL CONDITIONS:

- 5.1 **Applicable Laws and Courts:** This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Local Lead Agency shall comply with all federal, state and local laws, rules and regulations applicable to Part C participation.

- 5.2 **Anti-Discrimination:** The Local Lead Agency certifies to the DMHMRSAS that it shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and *Virginia Code* § 2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Virginia Code* § 2.2-4343.1E).

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

- a. The Local Lead Agency shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification

reasonably necessary to the normal operation of the Local Lead Agency. The Local Lead Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Local Lead Agency, in all solicitations or advertisements for employees, shall state that such Local Lead Agency is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

5.2.2 The Local Lead Agency shall include the provisions of 5.2.1 above in every contract for services or purchase order over \$10,000, so that the provisions shall be binding upon each contractor or vendor.

5.3 **Compliance:** The Local Lead Agency shall incorporate compliance with the following requirements into all contracts, interagency agreements, and memoranda of understanding for the implementation of Part C of IDEA, as amended: *(Links to many of these documents may be found on our website and can be accessed at: [www.infantva.org](http://www.infantva.org)).*

- 5.3.1 Public Law 105-17, Individuals with Disabilities Education Act (IDEA), as amended;
- 5.3.2 34 CFR Part 303: Early Intervention Program for Infants and Toddlers with Disabilities;
- 5.3.3 Virginia Code § 2.2-5300 et seq.;
- 5.3.4 Submission, Assurances and Certifications; Part C Grant Application;
- 5.3.5 Virginia Part C Policies and Procedures (2000), any subsequent revisions, and local policies and procedures;
- 5.3.6 Department of Mental Health, Mental Retardation and Substance Abuse Services Policy 4037 (CSB) 91-2: Early Intervention Program for Infants and Toddlers with Disabilities and Their Families;
- 5.3.7 Memorandum of Agreement Among the Agencies Involved in the Implementation of Part C of the Individuals with Disabilities Education Act (IDEA), as amended, to Meet Full Implementation Requirements (September 1996) and local interagency agreements or memorandum of understanding; and
- 5.3.8 Applicable local interagency agreements, contracts, and memoranda of understanding.
- 5.3.9 **Immigration Reform and Control Act of 1986:** The Local Lead Agency certifies that they do not and shall not during the performance of this

contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

- 5.4 **Authorities:** Nothing in this contract shall be construed as authority for any party to make commitments that will bind the other party beyond the scope of services contained herein.
- 5.5 **Ethics in Public Contracting:** The Local Lead Agency certifies that any contract entered into by the Local Lead Agency as a result of this agreement shall be made without collusion or fraud and that it will not offer or receive any kickbacks or inducements from any other parties in connection with its contract and that it will not confer on any public employee having any official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- 5.6 **Performances:** All services provided by the Local Lead Agency pursuant to this contract shall be performed in accordance with the terms of the contract and with all applicable federal, state and local laws, ordinances, rules and regulations. The Local Lead Agency shall not receive payment for work found by the DMHMRSAS to be in violation the terms of this contract or, of Federal, State and local laws, ordinances, rules or regulations. Furthermore, the Local Lead Agency shall, through contract management, hold local public and private agencies to which Part C funds are provided accountable and withhold payment for services found to be in violation of the contract with that provider. Should any disagreements arise under any portion of this contract, both parties agree to attempt to resolve them through open discussion prior to issuing any notice of cancellation.
- 5.7 **Confidentiality:** The Local Lead Agency assures that information and data obtained as to personal facts and circumstances related to clients will be held confidential, during and following the term of this agreement, and will not be divulged, except as permitted by law, without the individual's written consent and then only in strict accordance with Part C of IDEA, as amended, confidentiality requirements and prevailing laws
- 5.8 **Modification of Contract:** This Contract may be modified upon the mutual agreement of the DMHMRSAS and the Local Lead Agency, including, but not limited to, the Scope of Work, budget, and compensation. Any and all modifications to the Contract must be in writing and signed by both the Local Lead Agency and the DMHMRSAS. This procedure does not include changes to original funding. The procedure applicable to changes to funds is under Section 5.0 "General Conditions," Section 5.18 "Changes to Funds."
- 5.9 **Termination of Contract:** Either the DMHMRSAS or the Local Lead Agency may terminate this contract at any time during the contract period, upon 90 days written notice via certified mail with return receipt. In the event that the Local Lead Agency wishes to terminate the contract, the notice of cancellation shall be sent to the Commissioner of the Department of Mental Health, Mental

Retardation and Substance Abuse Services. In the event the DMHMRSAS wishes to terminate the contract, the notice of cancellation shall be sent to the person who signed the contract on behalf of the Local Lead Agency, or his successor. The 90-day notice period shall commence on the date of receipt of the notice by the addressee as documented by the return receipt. In the event that this contract is cancelled for any reason, the Local Lead Agency shall cooperate with the DMHMRSAS to implement a transition plan for Part C eligible children and their families served under this contract.

- 5.10 **Audit:** The Local Lead Agency shall retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The DMHMRSAS, its authorized agents, and State and Federal auditors shall have full access to and the right to examine any of said materials during said period.
- 5.11 **Availability of Funds:** It is understood and agreed between the parties that the DMHMRSAS and the Local Lead Agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
- 5.12 **Assignment of Contract:** This contract shall not be assignable by the Local Lead Agency in whole or in part without the written consent of the DMHMRSAS.
- 5.13 **Prompt Payment:** The Local Lead Agency shall comply with the terms and conditions of Article 4, Titled “Prompt Payment” of the Virginia Public Procurement Act.
- 5.14 **Drug-Free Workplace:** During the performance of this contract, the Local Lead Agency agrees to (i) provide a drug-free workplace for the Local Lead Agency’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Local Lead Agency’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Local Lead Agency that the Local Lead Agency maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every contract for services or purchase order of over \$10,000.00 so that the provisions will be binding upon each contractor or vendor.

For the purposes of this section “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor; the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 5.15 **Precedence of Terms:** The terms and conditions of this contract shall apply in all instances. In the event of a conflict between any of these terms and conditions and those of any other contracts, the terms and conditions of this contract shall apply.

- 5.16 **Renewal of Contract:** This contract may be renewed by the DMHMRSAS upon written agreement of all parties for four (4) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- 5.17 **Changes to Funds:** Upon request by the Local Lead Agency for changes in its original funding amounts, DMHMRSAS reserves the right to grant additional funds to the Local Lead Agency (if additional funds were requested by the Local Lead Agency) or to reduce the amount of funds previously allocated to the Local Lead Agency (if a reduction was requested by the Local Lead Agency). DMHMRSAS will notify the Local Lead Agency of the amount of funds added to its original funding amounts and what the additional funds may be used for, or the reduction to its original funding, by issuing a letter to the Local Lead Agency. This letter shall be made part of the Contract.

## **6.0 SUBMISSION REQUIREMENTS**

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

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

The Local Lead Agency shall submit to DMHMRSAS the signed SFY 2007 Local Contract for Continuing Participation in Part C by July 01, 2006. The timely submission of this contract is required for continuance of automatic allocations. The DMHMRSAS shall suspend semi-monthly payments until the signed contract is received.

- 7.0 PERIOD OF CONTRACT:** This contract commences upon final execution and expires on June 30, 2007, to include work beginning July 1, 2006.

**8.0 COMPENSATION AND PAYMENT**

The DMHMRSAS shall pay the Local Lead Agency semi-monthly (a total of 24 payments). The timely submission of Expenditure Reports by the Local Lead Agency in accordance with §2.1.1.b (1) of this contract is required for the continuance of automatic allocations. The DMHMRSAS shall suspend any further semi-monthly payments until required reports are received in accordance with this contract.

Federal Part C Funds  
State General Funds

**TOTAL Part C Allocation 06-07:**

The Local Lead Agency shall use these funds for the implementation of the Part C early intervention system in accordance with all requirements and provisions in this contract.

**9.0 SUBMISSION STATEMENT**

The Local Lead Agency agrees to carry out all services and functions outlined in this contract in compliance with this contract and all terms and conditions imposed herein, as well as all fiscal requirements of Part C of IDEA, as amended (20 U.S.C. §1431 et. seq), subject to the availability of adequate state and federal funds.

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

**{Local Lead Agency}**

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

James S. Reinhard, M.D.  
Commissioner

By: \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENTS**

ATTACHMENT A – IDENTIFICATION SHEET

ATTACHMENT B – Local Part C Interagency Budget/Expenditure Reporting Form

ATTACHMENT C – State Fiscal Year (SFY) 2007 Local Part C Interagency Budget  
Justification Narrative

ATTACHMENT D – Personnel Data - Reporting Form

ATTACHMENT E – Verification Forms

ATTACHMENT F - Anticipated Data/Information Required from Local Interagency  
Coordinating Councils

CONTRACT # \_

Infant & Toddler Connection of

State Fiscal Year (SFY) **2007**

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

**ATTACHMENT A**

**IDENTIFICATION SHEET**

---

*Name of Local Lead Agency*

---

*Contact Person for Local Lead Agency*

---

*Address*

---

*Telephone number*

---

*Fax number*

---

*Email Address*

---

*Name of Local Part C System Manager*

---

*Infant & Toddler Connection of*

---

*Name of Local System*

---

*Address*

---

*Telephone Number*

---

*Fax Number*

---

*Email Address*

State Fiscal Year (SFY) 2007

Infant & Toddler Connection of

COMMONWEALTH OF VIRGINIA

LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C

EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES

**ATTACHMENT B**

Actual interagency budget and expenditure reporting forms and instructions for FFY 06-07 will be included in the Excel spreadsheet.

**Part C Funds Budget FY06**

<b>Infant &amp; Toddler Connection of:</b>									
<table border="1"> <tr> <td colspan="2">Form Purpose</td> </tr> <tr> <td>Initial Budget</td> <td>Budget Revision</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>				Form Purpose		Initial Budget	Budget Revision		
Form Purpose									
Initial Budget	Budget Revision								
<b>Part C Allocation</b>									
	State	Federal	Total Part C						
	Part C	Part C	Allocation						
<b>Allocation Amounts:</b>	\$ -	\$ -	\$ -						
<b>Budget</b>									
	State	Federal	Total						
	Part C	Part C	Budget						
<b>Systems Operations</b>									
Administration			\$ -						
System Management			\$ -						
Data Collection			\$ -						
Training			\$ -						
<b>Total Systems Operations:</b>	\$ -	\$ -	\$ -						
<b>Entitled Services</b>									
Assistive Technology			\$ -						
Audiology			\$ -						
Evaluation/Assessment			\$ -						
Family Trng, Counseling, Home Visits			\$ -						
Health			\$ -						
Nursing			\$ -						
Nutrition			\$ -						
Occupational Therapy			\$ -						
Physical Therapy			\$ -						
Psychology			\$ -						
Service Coordination/Case Mgmt.			\$ -						
Social Work			\$ -						
Special Instruction			\$ -						
Speech Language Pathology			\$ -						
Transportation			\$ -						
Vision			\$ -						
Other Services			\$ -						
<b>Total Entitled Services:</b>	\$ -	\$ -	\$ -						
<b>Total:</b>	\$ -	\$ -	\$ -						
Signatures		Printed Name							
<b>Part C System Manager:</b>									
<b>Lead Agency Rep.:</b>									
<b>Date:</b>									

State Fiscal Year (SFY) 2007

Infant & Toddler Connection of

**COMMONWEALTH OF VIRGINIA**

**LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C**

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

**Form Instructions**

(This form is to only be used for reporting planned budgets.)

1 Enter the local council name to the right of "Infant & Toddler Connection of:" This need only be entered into the first tabbed page labeled 'Budget'.

2 Place an 'X' in the appropriate box below the intended purpose of this form. As per the local contract: The Local Lead Agency, in collaboration with the LICC, also may revise up to 10% of its budget between categories without the approval of the DMHMRSAS. When seeking to move funds between budget categories, revisions, either singular or cumulative, exceeding 10% of the amount of this Contract must be submitted in writing to the DMHMRSAS and approved prior to the use of funds for newly proposed expenditures. These revisions shall be indicated on all subsequent expenditure reports in accordance with DMHMRSAS requirements. Please check "budget revision" when using this form to meet the contract provisions.

3 Do not enter any information into grey cells. These cells have formulas written into them and will automatically make calculations to figures you enter into other cells.

4 Enter allocation amounts by category as listed in your local contract into the orange cells.

5 Complete the budget section of this form, showing your plan for allocating your state and federal dollars in their appropriate columns. The total revenues allocation must equal the total budget for each revenue source. There are four line items under Systems Operations. They are "Administration" (operational costs to Local Lead Agency to administer this contract; *federal expense* not to exceed 5% of total federal allocation), "System Management" (costs associated with Local Part C System Manager, including clerical support, supplies, copying, etc.), "Data Collection" (may include computer costs associated with 2.1.1.d of this contract) and "Training".

6 Obtain signatures, date and submit.

PUBLIC COMMENT EXPOSURE DRAFT

State Fiscal Year (SFY) 2007

COMMONWEALTH OF VIRGINIA

LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C

EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES

Part C Funds Revenue/Expense FY06								
Infant & Toddler Connection of: \$								
Fund Purpose		2nd 1/4 Report	4th 1/4 Report					
<b>Box A</b>	<b>Revenue/Expense: Part C</b>							
	State Part C	Federal Part C	State Part C Carryover/Ret'd Earning	Federal Part C Carryover/Ret'd Earning	Total			
<b>REVENUE</b>					\$ -			
	<b>EXPENSE</b>							
<b>System Operator</b>								
Administration					\$ -			
System Management					\$ -			
Data Collection					\$ -			
Training					\$ -			
<b>Total System Operator:</b>	\$ -	\$ -	\$ -	\$ -	\$ -			
<b>Entitled Services</b>								
Assistive Technology					\$ -			
Audiology					\$ -			
Evaluation/Assessment					\$ -			
Family Trng, Counseling, Home Visits					\$ -			
Health					\$ -			
Nursing					\$ -			
Nutrition					\$ -			
Occupational Therapy					\$ -			
Physical Therapy					\$ -			
Psychology					\$ -			
Service Coordination/Care Mgmt.					\$ -			
Social Work					\$ -			
Special Instruction					\$ -			
Speech Language Pathology					\$ -			
Transportation					\$ -			
Writen					\$ -			
Other Services					\$ -			
<b>Total Entitled Services:</b>	\$ -	\$ -	\$ -	\$ -	\$ -			
<b>Total:</b>	\$ -	\$ -	\$ -	\$ -	\$ -			
<b>Dollars Remaining:</b>	\$ -	\$ -	\$ -	\$ -	\$ -			
<b>Box B</b>	<b>Revenue/Expense: Itemized Non Part C Dollars for Early Intervention</b>							
	Local Funds	Family For	Medicaid	TCM	Private Insurance	Grants/Gifts Donations	Other Revenue	Total Revenue
<b>Revenue</b>								\$ -
	<b>Total Expense:</b>							\$ -
	<b>Balance:</b>							\$ -
<b>Box C</b>	<b>Aggregate Revenue/Expense: Total Non Part C Dollars for Early Intervention</b>							
<b>Revenue</b>								
<b>Expense</b>								
<b>Balance</b>	\$ -							

State Fiscal Year (SFY) **2007**

COMMONWEALTH OF VIRGINIA

LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C

EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES

## Form Instructions

### General Instructions

No entry should be needed to identify the council. The council name should be pulled from the Budget page.

Place an 'X' in the appropriate box below the intended purpose of this form.

Do not enter any information into grey cells. These cells have formulas written into them and will automatically make calculations to figures you enter into other cells.

Revenue from private providers does not need to be included for this report.

No signature is required on the form.

Electronic submission is allowed.

### Box by box instructions

**When reporting Total Part C Dollars please use box A**

#### Box A

Enter Part C revenue amounts received by category (State, Federal) into the green cells. State carryover dollars are those additional allocation dollars received in spring of 2005 that may be spent through June 30, 2006. Federal Carryover funds are the federal carryover dollars that must have been obligated and expended between July 1st and September 30, 2005. You may have already reported these expenditures in your final report for the previous fiscal year. They need to be reported again on this report. In the Expense rows, enter into the lavender cells the total Part C expenses by service category, incurred during the reporting period.

**When reporting Total Non Part C Dollars for Early Intervention, please select either box B or C. If you are able to report by categorical revenue source, please use Box B. If you are only able to report aggregate revenues, use Box C.**

#### Box B

In the green boxes, list by category the revenues for the designated reporting period. In the lavender box, list the total expenses for the reporting period.

#### Box C

In the green box, list the revenues for the designated reporting period. In the lavender box, list the total expenses for the reporting period.

PUBLIC COMMENT EXPOSURE DRAFT

State Fiscal Year (SFY) **2007** COMMONWEALTH OF VIRGINIA  
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C  
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES  
ATTACHMENT C

STATE FISCAL YEAR (SFY) 2007 LOCAL PART C INTERAGENCY BUDGET JUSTIFICATION NARRATIVE

Total Part C Base Allocation\*:

\*includes State Part C Funds and Federal Part C Funds

Amount Designated for Systems Operations: \_\_\_\_\_

Explanation: Include Administration (not to exceed 5% of total local allocation); System Management; Data Collection; and Training

Amount Designated for Entitled Direct Services: \_\_\_\_\_

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



State Fiscal Year (SFY) **2007**

COMMONWEALTH OF VIRGINIA

LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C

EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES

**ATTACHMENT E**

**Data Verification Forms**

**Infant & Toddler Connection of Virginia**

**Data Accuracy Confirmation Form**

Infant & Toddler Connection of: \_\_\_\_\_

By my signature on this form, I certify that to the best of my ability, the child count for December 1, 2006 is accurate. Specifically, all children that were closed to the system prior to December 1, 2006 have had their transition destination entered. All children with an IFSP date prior to December 1, 2006 have been entered:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Infant & Toddler Connection of Virginia**

**Primary Service Setting Data Verification Form**

Infant & Toddler Connection of \_\_\_\_\_

Verification of Primary service setting for children with an active IFSP 12/1/2007

**This data update is to be completed February 1, 2007**

**Data Update**  
**Primary Service Setting**

**Date Completed**  
\_\_\_\_\_

By my signature on this form, I certify that the local system's primary service setting data was updated in the new ITOTS report to reflect the primary service setting for each child based on the IFSP that was in effect on December 1, 2005. This data has been verified and is deemed accurate to the best of my ability.

\_\_\_\_\_  
Local System Manager Signature

\_\_\_\_\_  
Date

Please return this form to the Part C office as soon as your updating of primary service setting is completed, or no later than the due date for completion of **February 1, 2007**.

Infant & Toddler Connection of Virginia

**Data Verification Form**

Local System: \_\_\_\_\_

Reporting Date: \_\_\_\_\_

Reports: \_\_\_\_\_ Date Run: \_\_\_\_\_

Children Evaluated Eligible: \_\_\_\_\_

Children Discharged: \_\_\_\_\_

Children Active: \_\_\_\_\_

By my signature on this form, I certify that the above reports have been run on the date specified. These reports have been verified for accuracy to the best of my ability. A copy of the above reports, along with this verification report is being kept on file.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT f**

**Anticipated Data/Information Required from Local Lead Agencies  
During SFY07**

The following table provides a list of data and information required from Local Lead Agencies during SFY 06, as well as the purpose for collecting this data and the ways the data may be used. While every effort has been made to plan ahead in identifying data requirements of Local Lead Agencies, there are almost always data needs that arise during the course of a year that were not originally anticipated. When that happens, DMHMRSAS will provide advance notice in requesting the additional information or data, as indicated in 2.2.2 of this contract.

<b>Data/ Information Requirement</b>	<b>Due Date</b>	<b>Purpose for Collecting this Data</b>	<b>How This Data will be Used</b>
Primary Service Setting Data	02-01-07	To document the primary service settings for all children in Part C as of December 01, 2006 as required for reporting to OSEP.	This data is required by the Office of Special Education Programs based on all children receiving services in the Part C system as of December 01, 2006.
Part C Expenditure Reports	02/16/07 10/01/07	To document expenditures of Part C funds during the contract year.	This data is used by DMHMRSAS and the Early Intervention Interagency Management Team (EIIMT) to monitor use of funds at the local level and to document trends in use of funding statewide.
General Supervision and Monitoring Indicator Data	In accordance with monitoring timelines for each local Part C system	To document compliance with federal Part C requirements, the fourteen indicators as required by OSEP in the State Performance Plan, and Virginia's Part C Policies and Procedures.	This data is used for state and local planning, accountability, compliance and systems improvement. It should also be used by localities in planning for local systems improvements.
Personnel Data - Reporting Form (Attachment D of this contract).	05/01/07	To identify those persons employed as EI Assistants who are in the process of achieving approval of their qualifications and to ensure that EI personnel who do not meet a highest standard when hired complete necessary course work within 3 years.	This data will assist with state and local planning, accountability, compliance and systems improvement.

<b>Data/ Information Requirement</b>	<b>Due Date</b>	<b>Purpose for Collecting this Data</b>	<b>How This Data will be Used</b>
Child specific data that meet Individual Child Data Form elements (to be entered into the secure web-based data system).	Must be entered as children enter the system or at least by last day of each month. Data should be checked for needed updates and confirmed by: 7/10/06 10/10/06 1/10/07 4/10/07	To meet federal reporting requirements related to child count and other child-specific data.	Child count and other required child-specific data must be submitted to OSEP annually. This data will also assist with state and local planning, accountability, compliance and systems improvement.
Generate, on at least a quarterly basis, the <i>Children Active</i> , <i>Children Discharged</i> and <i>Children Evaluated Eligible</i> reports through ITOTS.	7/10/06 10/10/06 1/10/07 4/10/07	To meet the federal reporting requirements related to child count and child-specific data and to meet the federal requirement for verification of accuracy.	The Local Lead Agency reviews these reports and confirms the accuracy of the data by signature of the local system manager. This quarterly confirmation of accuracy is kept on file by the Local Lead Agency and is made available to the DMHMRSAS upon request.
Annually, the Local Lead Agency provides written verification (signed by the local system manager) to the State Lead Agency of the data accuracy based on the quarterly review of ITOTS reports.	01/10/07	To meet the federal reporting requirements related to child count and child-specific data and to meet the federal requirement for verification of accuracy.	Child count and other required child-specific data must be submitted to OSEP annually. This data will also assist with state and local planning, accountability, compliance and systems improvement.
Revised local and policies and procedures.	Within 6 months of receipt of the revised and approved State policies and procedures.	Compliance with federal and state regulations governing Part C.	Compliance and accountability at the local level for the provision of early intervention services.
Data mandated by the Virginia General Assembly under	To be reported on the Budget/Expenditure	Mandated by the Virginia General Assembly as Budget Line Item 334 following	This data must be submitted to the General Assembly annually beginning October 2005. This data

<b>Data/ Information Requirement</b>	<b>Due Date</b>	<b>Purpose for Collecting this Data</b>	<b>How This Data will be Used</b>
Budget Line Item 334, including the following: (a). Total revenues used to support Part C services; (b). Total expenses for all Part C services; (c). Total services provided to those infants and toddlers and families.	Form with the 10/01/07 submission of the report.	allocation of additional Virginia General Funds.	will also assist with state planning and systems improvement.
Review and revision, as needed, of the local mechanism for providing oversight of local service delivery trends.	September 30, 2006.	Review and revision, as needed, of mechanism to ensure that localities are reviewing and discussing whether supports and services are being provided in accordance with the <i>Individualized Part C Early Intervention Supports and Services in Everyday Routines, Activities and Places</i>	Local systems will provide oversight of local service delivery trends to help move the local system forward in adopting the practices outlined in the <i>Individualized Part C Early Intervention Supports and Services in Everyday Routines, Activities and Places</i> .
Annual Chart Review	August 2006	A component of the state monitoring and supervision system and a requirement of the State Performance Plan as required by OSEP, that samples records and looks at the following data: determining whether supports and services listed on the IFSP begin in a timely manner following IFSP development; transition; 45-day time line; evaluation of all developmental domains; and primary service settings.	Reporting to OSEP on the progress of the Infant & Toddler of Virginia as outlined in the State Performance Plan and monitoring and supervision by the state lead agency to ensure compliance with the federal and state Part C requirements.