

- 1) VENDOR ACCOUNT NAME *The Salvation Army a.k.a. The Salvation Army Children's Services*
- 2) VENDOR NUMBER - CURRENT *113720*
- 3) VENDOR NUMBER - PREVIOUS IF APPLICABLE
- 4) RESOLUTION NUMBER *10-C.362*
- 5) RESOLUTION DATE *10/13/10*
- 6) PROCUREMENT (RFP/SPEC/OTHER)
- 7) PURCHASE ORDER NUMBER
- 8) REQUEST FOR PROPOSAL (RFP)
- 9) PERFORMANCE BOND
- 10) PERFORMANCE BONDING COMPANY
- 11) SPECIFICATION NUMBER
- 12) CONTRACT START DATE *7/1/10*
- 13) CONTRACT END DATE *6/30/11*
- 14) CONTRACT EXTENSION
- 15) CODE/TYPE
- 16) LABOR & MATERIALS BOND
- 17) L & M BONDING COMPANIES
- 18) BUDGET NUMBER
- 19) DEPARTMENT SERVED *OCY/JPO*
- 20) SERVICE PROVIDED *Foster Care Services*
- 21) STORAGE
- 22) DESTROY DATE
- 23) OTHER NOTES
- 24) TO ARCHIVES DATE

**PURCHASE OF SERVICE AGREEMENT**

This **AGREEMENT**, made this 10<sup>th</sup> day of December 2010, between the COUNTY OF MONTGOMERY, acting through the Montgomery County Office of Children and Youth and the Montgomery County Juvenile Probation Department (hereinafter referred to as "County") and

**The Salvation Army**  
**a.k.a. The Salvation Army Children's Services**

whose principal place of business is:

425 Allentown Drive, Suite 1  
 Allentown, PA 18109

hereinafter referred to as the "Service Provider".

**WITNESSETH:**

**WHEREAS**, the Service Provider, when appropriate, is certified and approved by the Pennsylvania Department of Public Welfare to provide child welfare services for children and youth, and is desirous of making such services available to the County, and,

**WHEREAS**, the County has the authority and duty to provide child welfare services to children and youth by reason of:

- (a) Section 405, Act of June 24, 1937, P.L. 2017 (16 P.S. Sec. 2163 and 62 P.S. Sec. 2035, respectively), known as the County Institutions District Law;
- (b) Article VII and Article IX of the Act of June 1967, P.L. 31, known as the Public Welfare Code, as amended by the Act of July 5, 1976, P.L. 864, NO. 148 (62 P.S. Article IV and VII);
- (c) The Juvenile Act, 42 PA C.S. Sec. 6301-6365 (relating to juvenile matters)
- (d) Section 216E of the Act of August 9, 1955, P.L. 323, known as the County Code as amended (16 P.S. Sec. 2169);
- (e) Act of November 1976, P.L. 438, No. 124 as amended (11 P.S. Sec. 2201-2224) known as the Child Protective Services Law, and further amended by Act 42, 1983; Act 80, 1985 and Act 80 of 1987 and Act 151 of 1995 and Act 127 of 1999.
- (f) 23 PaCS 2101 et seq. known as The Adoption Act and 23 PaCS 2910, known as The Revised Uniform Reciprocal Enforcement of Support Act of 1968.
- (g) Adoption and Safe Families Act (ASFA) passed in November 1997
- (h) Title 55, PA Welfare Code; all applicable chapters.
- (i) Americans with Disabilities Act passed in 1990.
- (j) Health Insurance Portability and Accountability Act (HIPAA) of 1996.
- (k) Title VI of the Civil Rights Act of 1964 (relating to persons with limited English proficiency (LEP)).

**NOW, THEREFORE**, the parties intending to be bound hereby agree to the following terms, conditions and provisions:

**I. GENERAL PROVISIONS**

**A. REGULATIONS:**

This Agreement is subject to all applicable provisions of State and Federal law and regulations related to the provision, delivery and funding of child welfare services to children, youth, and families. Service Provider shall comply with all applicable State and Federal laws and applicable regulations.

**B. Service Plan/Family Focus:**

The Service Provider insures that its services enhance the dignity of the child and his or her family, by providing each child and their family with the service(s) needed as outlined in County service plans. All services will promote the safety, well-being, and permanency of children.

The Service Provider, for and in consideration of the compensation hereinafter set forth, agrees to provide services to children, youth, and families, referred to it by the County and accepted by the Service Provider pursuant to a mutually agreed written service plan.

The County will not pay for IN-HOME or FAMILY PROTECTIVE SERVICES nor should the Service Provider begin or bill for IN-HOME or FAMILY PROTECTIVE SERVICES until the Service Provider has received either a signed Purchased Service Authorization Form from Montgomery County Office of Children and Youth's Quality Assurance Division OR a referral, which will be followed by a court order, from a County Probation Officer.

**C. Confidentiality & Health Insurance Portability & Accountability Act (HIPAA) Compliance:**

The Service Provider and the County, their agents and employees shall perform their respective obligations under this Agreement in such a manner as to insure that records, names, and identities of persons counseled, treated, or being rehabilitated, including all persons formerly counseled, treated or rehabilitated, shall remain confidential, except as disclosure is permitted by law. Photographs, videos /and or recordings which in any way identify clients shall not be released without the written consent of the client, the parent and/or legal guardian, and the County representative.

The County, under the terms and conditions of this Agreement, assumes that the Service Provider is a covered entity under the Health Insurance Portability and Accountability Act (HIPAA) of 1996 regarding confidentiality of client information. If the Service Provider knows or believes it is not a covered entity under HIPAA, the Service Provider must notify the County and complete the required HIPAA Business Associate and Trading Partner addendum to this Purchase Service Agreement within 30 days of the signing of this original Agreement. The Service Provider's failure to notify the County in writing that it is not or believes it is not a covered entity under HIPAA confirms the Service Provider's intention and responsibility for complying with all applicable HIPAA regulations.

**D. Discrimination Clause:**

In carrying out the terms of this Agreement, both parties agree not to discriminate against any employee or client or other person on the basis of age, race, color, sex, religious creed, national origin or physical or mental disabilities.

The Service Provider and the County shall comply with the Contract Regulations of the Pennsylvania Human Relations Commission and with all laws prohibiting discrimination in employment opportunities of hiring and the provision of child welfare services.

**E. Experimental Research and Treatment:**

All experimental research and treatment of children and youth in County custody and care shall be prohibited without prior written consent of: (1) Parent and/or legal guardian and the County representative or, the Juvenile Court, and (2) the child of age fourteen (14) or older.

**F. Insurance:**

The Service Provider shall keep in force and maintain General and Professional liability (including malpractice if applicable), property damage and worker's compensation insurance, insuring the Service Provider, and its agents and employees who may be acting pursuant to this Agreement, against any and all claims which may arise out of the Service Provider's performance under this Agreement.

The County shall be named as an additional insured on the aforesaid policy of liability insurance, with limits of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage liability, with a confirming Certificate of Insurance to be issued to County within fifteen (15) days after the day of the date of execution of this Agreement by both parties. Such policy of insurance shall provide that cancellation will not occur without insurer endeavoring to provide at least thirty (30) days prior written notice to County.

**G. Suspension and Debarment of Contractors:**

Contractee Responsibility Provisions:

1. Contractee certifies that it is not currently under suspension or debarment by the County, Commonwealth, any other state, or the federal government, and if the Contractee cannot so certify, then it agrees to submit along with the bid/proposal a written explanation of why such certification cannot be made.
2. If Contractee enters into subcontracts or employs under this contract any subcontractors/individuals who are currently suspended or debarred by the County, Commonwealth or federal government or who become suspended or debarred by the County, Commonwealth or federal government during the term of this contract or any extension or renewals thereof, the County or Commonwealth shall have the right to require the contractor to terminate such subcontracts or employment.

limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractee shall not be responsible for investigative costs for investigations which do not result in the contract's or subcontractors suspension or debarment.

4. The Contractee may obtain the current list of suspended and debarred contractors by contacting the:

Department of General Services	and	County of Montgomery
Office of Chief Counsel		Office of the Solicitor
603 North Office Building		PO Box 311
Harrisburg, PA 17125		Norristown, Pa 19404-0311

**H. Hold Harmless Provision - Indemnification:**

It is understood that the Service Provider is an independent contractor in respect to its performance under this Agreement, and shall assume all risks and responsibilities for losses of every description in connection with the service which can be attributed either directly or indirectly to the Service Provider. The Service Provider agrees to indemnify, defend and hold harmless the County, its agents and employees from all suits and actions brought against the County, for or on account of any damages or loss, including the cost of litigation or legal counsel resulting from the actions of the Service Provider in fulfilling the terms of this Agreement, provided that the County shall provide the Service Provider with reasonable notice of any claim or suit which may be the subject of such indemnity. The Service Provider shall have the right and duty to defend the County from any such claim or suit; however, no such claim or suit may be settled by the Service Provider without the consent of the County, which consent may not be unreasonably withheld.

**I. Term:**

The term of this Agreement shall be for a period of 12 months, commencing on **July 1, 2010** and ending on **June 30, 2011**.

It is mutually agreed that either party hereto may terminate this Agreement at the end of said term by giving to the other party written notice thereof at least thirty (30) days prior thereto, but in default of such notice, this agreement shall continue upon the same rates, terms and conditions in force immediately prior to the expiration of the term hereof as are herein contained for a further period of one month and so on from month to month unless or until terminated by either party hereto, giving the other fifteen (15) days written notice previous to expiration of the then current term.

## II. AGREEMENT MODIFICATION AND TERMINATION

### A. General:

1. This document and all attachments, which have been incorporated by reference, contain all the terms, provisions and conditions of this Agreement. All the provisions thereof are intended by the parties to be whole and entire.

If the contracted service required for a particular child, youth and family differs from that described in the provider's work statement and generally accepted practices, and those needs require a new fee structure, then the Provider is responsible for contacting the appropriate County Agency, Juvenile Probation Office representative or OCY Quality Assurance Administrator to initiate changes in the service and/or rate. The Provider must call or write to obtain authorization prior to serving the child, youth, or family. The Provider shall not deliver the service prior to authorization without accepting full financial responsibility. Any phone authorization requests or County approvals must be in writing to the County/Provider within three (3) working days.

2. No term or provision may be unilaterally modified or amended. Any alteration, variation, modification or waiver of a provision of this Agreement shall be valid only when reduced to writing, duly signed by the parties of this Agreement and attached to the original of the Agreement.
3. The Service Provider shall not assign any part of this Agreement, and shall not subcontract any part of the services to be performed under this Agreement, without prior written approval of the County.
4. The Service Provider shall notify the County Agency in writing prior to changes in the Service Provider's location, mailing address, phone number or name. The Service Provider shall notify the County within twenty-four (24) hours of the loss or change from full licensure from the Pennsylvania Department of Public Welfare (or other State counterpart) for any of the services being provided the County.

### B. Amendments:

The parties hereto may request changes in the rates, fees, services or other terms of this Agreement and such request shall be binding upon the following conditions:

1. Written request of such proposed change(s) shall be delivered to the other party at least thirty (30) calendar days prior to the effective date of the proposed change; and
2. Mutual agreement by the parties to all the terms and conditions of the proposed change(s); and
3. Approval of the Montgomery County Commissioners.

**C. Terminations:**

If either party shall fail to fulfill in a timely or proper manner its obligations under this Agreement, or if either party shall violate any of the covenants or stipulations of this Agreement, the party injured thereby shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In the event the Service Provider does not comply with a term, provision or condition of this Agreement, the County, in its discretion, may deem such non-compliance as severable without affecting the remainder of the Agreement or any part thereof.

Any violation of either County, State (including but not limited to County or State Adverse Acts) or Federal law which results in a guilty plea, a plea of nolo contendere or a conviction of a criminal offense by the Service Provider, its directors, employees or agents arising out of the performance of this Agreement and the County, in its discretion, may declare said Agreement terminated.

Should County funding sources decrease during the time this Agreement is in full "force and effect," the County, at its option, may terminate this Agreement upon thirty (30) days written notice to Service Provider after exhausting its rights under the provisions in this Agreement for "Amendments".

In the event of termination by the County, a copy of all finished or unfinished documents, data, studies, photographs, client case materials and reports or other materials prepared by the Service Provider under this Agreement shall become the County's property.

All contractual matters relating to the provision of the service by the Service Provider shall, upon termination by either party, be completed within thirty (30) days of the date of termination by the rendering of a bill marked "final bill" by the Service Provider to the County. The County shall have the right to contest the accuracy and the appropriateness of the final bill and of all preceding bills.

**III. SERVICE AND RATE APPROVAL PROCESS**

**A. Rate Increases:**

Rate modifications will be considered twice a year, once for an effective date of January 1, and the other for an effective date of July 1, in order to accommodate both types of fiscal years. Only one rate modification per provider will be considered in any twelve-month period.

**B. Information Required:**

All service and rate change information (operating budgets, licenses, program information, and other per diem justification materials, as identified in Exhibit "A") must be submitted at least sixty (60) days in advance of the effective date of the proposed service and/or rate.

**C. Billing:**

Service Providers may not bill at a new rate or for a new service until they have received a fully executed contract reflecting the new rate or new service.

#### IV. SERVICE PROVIDER RESPONSIBILITIES:

A. License:

Service Providers must be licensed by the Department of Public Welfare and/or their appropriate State authority to provide applicable services for the County.

B. Work Statement:

The Service Provider shall use funds allocated under this Agreement to carry out those services purchased or funded by the County in accordance with the attached Exhibit "B" (services and rate schedule) which is hereby incorporated into this Agreement. Failure to perform the services detailed in Exhibit B shall constitute a breach of this contract by the Service Provider.

C. Records & Inspection:

The Service Provider shall maintain books, records, documents, accounting procedures and other practices and evidence (hereinafter referred to as "records") sufficient to properly reflect the services and all direct and indirect costs whatsoever incurred pursuant to the performance of this Agreement.

1. The Service Provider shall submit such written reports as required by the County reflecting any information requested, regarding the child, youth and family's status in meeting goals established in treatment plans at least quarterly, on a form provided by the County or one approved by the County.
2. Inspection of the performance of this Agreement in its entirety and to include fiscal and service records may be made by the County at such reasonable times during the Agreement period and within five (5) years (or longer if mandated by the state) after termination or cancellation thereof in order to determine the Service Provider's compliance with the terms, conditions and provisions of this Agreement.
3. The provider shall submit upon written request of the County and within three (3) workdays any and all requested information concerning foster parents caring for County children, as well as any household members. This shall include but not be limited to: the foster home study record, annual re-approval data, foster parent references, foster parent clearances, police checks, and ongoing comments, dictation and reports about the foster family and others in the household.
4. The Service Provider shall submit to the County Agency's Executive Director a written statement whenever a provider employee or agent care giver, or other agent is or has been determined to be a perpetrator of child abuse, as defined under PA Child Protective Services Law (PA CPSL).
5. Any direct caregivers (foster parents) will have Act 33 clearances on file, which must be kept current so that they are at no time more than five (5) years old.
6. Provider must comply with County Agency requests for staff attendance and reports at OCY purchased service case reviews.
7. Attendance at court hearings and administrative reviews is mandatory by purchased service staff when requested by the County Agency or subpoenaed by the Court as part of the fee for services.



**D. Audit Requirements:**

**I. General Audit Requirements:**

The Provider shall submit to the County on an annual basis, a financial and compliance audit in accordance with generally accepted government auditing standards as published in Government Auditing Standards (Yellow Book) from the U.S. General Accounting office, prepared by a certified public accountant for all child welfare services provided pursuant to this agreement. The Provider with the assistance of the independent auditor must assure that the determination is made as to the type of audit required. If the Provider provides multiple services and/or receives varied sources of funding, the auditor shall provide a statement giving assurance that the procedures used to allocate shared administrative costs among the services maintained by the Provider were found to be consistent and equitable. If appropriate, the auditor shall provide a statement giving assurances that any agency over head costs charged from a parent corporation were reasonable and appropriate and that the procedures used to allocate such costs were found to be consistent and equitable.

**2. Audit Requirements for Entities Receiving Federal Financial Assistance:**

- a. The County provides Federal financial assistance to a variety of entities which are not subject to the provisions of the Single Audit Act of 1984 (31 U.S.C. 7501 et seq.) as promulgated by the Office of Management and Budget (OMB) Circular A-128 "Audits of State and Local Governments" or OMB Circular A-133 "Audits of Institutions of Higher Education and Other Non-profit Institutions." If a Provider receives total Federal financial assistance of an amount equal to or in excess of the dollar threshold, as identified in the OMB Circular A-133, during its fiscal year, either directly from the federal government or indirectly from a recipient of Federal funds, OMB Circular A-128 and A-133 require that the Provider shall have an audit made in accordance with the provisions of the respective circular.
- b. If the Provider is a non-profit institution and receives total Federal financial assistance of an amount equal to or in excess of the dollar threshold, as identified in the OMB Circular A-133, during its fiscal year but receives awards under only one Catalog of Federal Domestic Assistance (CFDA) Number, the Provider may elect to have an organization-wide audit made in accordance with OMB Circular A-133 or have an audit made in accordance with the audit requirements of the laws and regulations governing the program(s) in which it participates.
- c. If the Provider is a non-profit institution and receives total Federal financial assistance of at least \$25,000 but less than the dollar threshold, as identified in the OMB Circular A-133, during its fiscal year, the Provider may elect to have a single audit made in accordance with Circular A-133 or an audit made in accordance with the audit requirements of the laws and regulations governing the program(s) in which it participates.
- d. If the Provider is a non-profit institution and received less than \$25,000 of Federal financial assistance during its fiscal year, the Provider is exempt from single audit requirements but shall be subject to the audit requirements of the laws and

regulations governing the program(s) in which it participates. The provider is required to maintain records of financial assistance and to provide access to such records by Federal, State, or local agencies or their designees.

- e. If the provider is a for-profit organization or is a non-profit institution which is not subject to the provisions of OMB Circular A-133, the Provider shall be subject to the audit requirements of the laws and regulations governing the program(s) in which it participates.

3. Period Subject to Audit:

A single audit or organization-wide audit made in accordance with OMB Circulars A-128 or A-133, respectively, shall encompass the fiscal period of the Provider. Audits not required to be made in accordance with these Circulars shall encompass the period of this contract.

4. Submission of Audit Reports to the County:

If a single audit or organization-wide audit is made in accordance with the provisions of OMB Circulars A-128 or A-133, the Provider must submit the audit report within 30 days after the completion of the audit. The audit shall be completed and the report submitted not later than 120 days after the end of the Provider's fiscal year. For audits made on a program-by-program basis, the Provider shall have an audit made and the report submitted in accordance with the applicable laws and regulations but the report shall be submitted not later than 120 days after the close of the contract period.

5. Other General Audit Provisions:

- a. The Provider is responsible for obtaining the necessary audit and shall secure the services of an independent certified public accountant (CPA).

- b. The Provider shall prepare a Corrective Action Plan to address all findings of noncompliance or internal control weaknesses disclosed in the audit report. For each finding noted, the Corrective Action Plan should include:

(1) a description of the finding; (2) the specific steps to be taken to correct the situation or specific reasons why corrective action is not necessary; (3) a timetable for performance of the corrective action steps; and (4) a description of monitoring to be performed to ensure that the steps are taken. The Corrective Action Plan must be submitted together with the audit report, in accordance with the procedures stated above.

- c. The County reserves the right for County, Federal, or Commonwealth agencies or their authorized representatives to perform additional audits of a financial or performance nature if deemed necessary to the County, Federal, or Commonwealth agencies. Any such additional work will rely on work already performed by the Provider's auditor, and the costs for any additional work performed by the County, Federal, or Commonwealth agencies will be borne by those agencies at no additional expense to the Provider.

- d. Audit working papers and audit reports shall be retained by the Provider's auditor for a minimum of five years from the date of the audit report, until all related findings and/or litigation have been resolved, or unless the Provider's auditor is notified in writing by the County, the Commonwealth or the cognizant Federal agency to extend the retention period (whichever is later). Audit working papers shall be made available upon request to authorized representatives of the County, the Commonwealth, the cognizant Federal agency, or the General Accounting Office.

**E. Financial Reports:**

1. In conjunction with the financial and compliance audit, the Provider shall submit information concerning its costs and revenue in such a manner as to allow the County to maximize its receipt of Federal and State funds. As part of this process, the Service Provider shall comply with PA Code 55, Chapter 3170, 3140 and P.L. 96-272 (pertaining to state and federal [Title IV-E] and County participation in the funding of child welfare services).
2. In reporting this information, the Service Provider shall provide costs and revenue by program category for each service the County purchases from the Service Provider. A report of the sums of expenditures and revenues from all programs shall be provided.
3. The Service Provider agrees that it will not use in violation of Federal or State law money received from the County for services provided pursuant to this Agreement to pay for the cost of unrelated services provided by the Service Provider.
4. Said records, referred to above, shall be subject at all reasonable times during the Agreement period and until the expiration of four years from the time of termination or cancellation thereof, to inspection and audit by the County and other persons duly authorized by the Agreement to examine any records of the Service Provider involving transactions related to funds given pursuant to this Agreement.

**F. Supervision and Discipline:**

The behavioral controls needed by children (which vary in accordance with age and development capabilities) shall be clearly provided by the Service Provider with the following conditions.

1. Passive physical restraint is the only allowable method of restraining a child.
2. The following discipline practices are prohibited, including but not limited to:
  - a. Use of corporal, degrading, or vindictive punishment.
  - b. Punishment for bed-wetting or actions related to toilet training.
  - c. Delegation of discipline to other children;
  - d. Denial of meals, clothing or shelter;
  - e. Denial of elements of the service plans, ISPs, etc.
  - f. Denial of communication with, or visits by the child's family, and;
  - g. Assignment of physically strenuous exercise or work solely as punishment.

**G. Religion:**

1. All children are to be given opportunities for religious expression within the broad religious preference of their choice or that of their parents.
2. It is expected that Service Providers and their agent caregivers will not impose their own religious preferences on the child(ren) in their care, or use religious beliefs or activities as a punishment or reward or to deny necessary medical treatment.

**H. Child Money/Personal Care Funds:**

Any funds paid to or received by the provider for or on behalf of a specific child for personal use (i.e. clothing, personal care, allowance, earned money, etc.) shall be fully accounted for and documented, kept in a separate account. Any unspent or residual funds, along with any interest earned, shall be returned to the County, with account details, for the child by the provider upon discharge (as required in 3800 regulations) but no later than ten (10) days after the child's discharge.

**V. IN-HOME AND FAMILY PROTECTIVE SERVICES:**

(This section applies to contracted non-placement services only).

These services, counseling (including services to children in their own homes [SCOH]), homemaking, day care and day treatment, are purchased in order to enhance the parents' ability to care for his or her children, provide temporary respite care for the child, and prevent the need for placement of children outside of his or her own home and/or to accelerate a permanent living plan for each child.

**A. Intake and Referral:**

1. Prior to acceptance of a child, the County will provide a copy of the Family Service Plan which outlines the goals and treatment objectives for the child(ren) and family, and anticipated length of service needed to the Service Provider. When FSPs cannot be completed at the time of referral to the Provider, they will be forwarded within thirty (30) days of referral.
2. When the Service Provider accepts the child for services, all parties shall mutually develop a written plan to determine responsibilities and define services to be provided to the child(ren) and family by the Service Provider and/or the County. The child(ren) and family shall be involved in this planning process. The plan is subject to the approval of the County and/or the Court.

**B. Service and Progress Reports:**

1. Copies of treatment plans, progress notes, including scheduled and actual in-person contacts with clients, and, reviews shall be provided to the County. Counseling programs, SCOH services and Homemaker services require an initial treatment plan, monthly reports, and a termination report summarizing services delivered.
2. Day care services require monthly reports, and termination summary.
3. Day treatment services reports include the treatment plan, monthly progress reports which present an evaluation of the child's current functioning and include a statement of the Service Provider's treatment goals (and treatment plan reviews), and termination report.
4. Other reports may be required, when requested by the County.
5. The Quality Assurance Administrator must receive all required reports by the 15th of the subsequent month of when the service was provided.

**C. Termination of In-Home and Family Protective Services:**

1. The termination of services shall be a planned event by County Agency, Service Provider, and client(s). The service provider is required to provide a closing report including a brief summary of the referral, treatment goals, accomplishments, in person contacts, and current status of the child(ren) and family.
2. If the termination of services is not planned, the County or the Service Provider is responsible to verbally notify the other involved parties within 24 hours and follow in writing, with the reason for termination of services within 10 workdays.

3. Prior to formal termination of service of a client when the client's whereabouts or becomes unknown, the Provider may bill up to a maximum of five (5) days after the client has ceased to attend/participate in the Provider's program, unless authorized to continue attempts at service or reserve the space for a longer period of time with a maximum of ten (10) days.

## VI. OUT OF HOME SERVICES:

(This section applies to contracted placement [out-of-home] services only.)

All out of home placement Providers must maintain centrally located documentation regarding:

- a) Each referral that the provider receives from a county agency (CYS or JPO). The provider must maintain the following information: the date of receipt of referral; the requesting county and agency (CYS or JPO); the name, age and race of the child; presenting primary problem; and whether the child was accepted or rejected for admission to the program and the reason.
- b) Each child that is discharged from their residential programs. The provider must maintain the following information: the date of the discharge from the residential program; the county and agency (CYS or JPO) that placed the child at the program; the name, age and race of the child; and the reason that the child was discharged from the residential program (including the successful progress of original presenting problem; awol; negative discharge; etc.)
- c) All arrests by law enforcement regarding children and youth being served by the provider. The provider must maintain the following information: the date, the county and agency (CYS or JPO) that placed the child at the program, the name; age and race of the child; and reason for arrest by the law enforcement agency.
- d) All restraints of children/youth served. The provider must maintain the following information: the date; the county and agency (CYS or JPO) that placed the child at the program, the name, age and race of the child; reason for restraint; intervention attempted by staff prior to restraint; date and time the restraint occurred; type of restraint used; name of employee(s) who performed the restraint; duration of restraint; name of employee(s) who observed the child; and the result of restraint (i.e. injuries incurred by, hospitalization, etc...).

Additionally, all out of home placement Providers who provide Foster Care Services

Each contract must list the specific administrative functions/activities that are to be purchased and included in the Total Per Diem and Title IV-E Administrative Per Diem rates. These administrative activities are:

- a) Per diem development, defined as the administrative time spent by the private foster care provider in completing the budget forms required by OCYF Bulletin 3170.
- b) Referral to services, comprised and including the administrative activity when the worker is providing a child or his/her family with requested information about needed services, directing an individual to needed treatment, aid or information; administrative time only and does not include the participation in service delivery or providing a service directly to a client.
- c) Placement of children, that being the administrative activity of identifying appropriate foster homes, completing necessary paperwork to submit and to review

*criminal background checks for prospective foster parents, matching of a particular child referred by the county to the private foster care provider with a particular foster family home to meet the child's particular needs, working with foster parents to prepare them to receive specific child.*

- d) *Day-to-day administrative case management when foster care agency worker arranges for services and monitors and assures that services are provided, and scheduling and arranging for appointments for the provision of services for the child in placement; arranging for services and assuring services are provided excludes participating in service delivery/provision or providing a service directly to the client; and supervision of a particular child's adjustment in the foster family home.*
- e) *Recruitment, licensing, and approval of foster homes and institutions (including finding, training, approving, monitoring and supervising of the particular home and foster family members).*

*There is NO DUPLICATION OF ACTIVITIES by both the county and the private provider's workers that are reimbursed with Title IV-E funding.*

**A. Referral Information, Pre-placement, and Acceptance:**

- 1. Prior to the placement of a child, the County shall provide all available and relevant information to the service provider in order to determine acceptance of the referral.
- 2. When the Service Provider is considering a child for placement, the County shall cooperate in arranging a pre-placement visit and/or conference where possible. The participants may include, but are not limited to, the child, parent, or guardian, and County caseworker or probation officer. All parties shall mutually develop a written plan to determine responsibilities and define services to be provided by the Service Provider and/or the County which is subject to the approval of the County and/or the Court.
- 3. When the County receives official notice of acceptance from the Service Provider, the County shall provide copies of all available medical, dental and other health and behavioral reports and forms, parental consents, a court order, information regarding religious affiliation, and any other pertinent information. The County shall submit its Service Plans outlining its goals for each child's placement, anticipated length of stay, permanency plan, and treatment objectives. The Service Provider shall use this plan in developing its treatment plan and strategies for each child.

**B. Travel/Vacations/Holidays:**

- 1. The provider shall be responsible for the child during all vacation and holiday periods.
- 2. The provider shall obtain written county approval for all out-of-state or foreign travel.

**C. Medical/Dental/Psychological:**

- 1. It is the responsibility of the County to furnish to the Service Provider the appropriate Medical Assistance or HMO Managed Care card, or other third party medical insurance information in a timely manner. The County shall be responsible for the payment of



medical and dental care not otherwise paid by Medical Assistance/Managed Care or other third party insurance coverage. All necessary medical and dental care costs not covered by Medical Assistance, HMO Managed Care, or other third party policy, shall require prior County approval. (See Section VII, C1- C4)

2. All children are required to have a physical examination within 30 days of initial placement or as required by DPW regulations, whichever comes first. Each provider shall insure that EPSDT and DPW Regulative requirements are met for each child. Provision shall be made by the Service Provider for clients with restricted or special diets.
3. In cases where it is mutually agreed that a behavioral health care assessment or evaluation is needed, Medical Assistance, HMO Managed Care, private insurance, and the Mental Health system must be utilized.

**D. Clothing:**

1. The County Agency shall be responsible for assuring the availability of a basic clothing wardrobe, as determined by the County Agency, for children in the legal custody of the County when the first court ordered placement occurs.
2. It is the responsibility of the Service Provider to provide size and age appropriate replacement clothing for the child during the time of placement. Their clothing should be sufficient to meet the child's needs for season, age and gender.
3. If for some reason the child's clothing and all personal belongings do not leave the Service Provider with the child at the point of discharge, it shall be the sole responsibility of the Service Provider to make arrangements for returning the child's clothing to the County and all personal belongings within five (5) work days.

**E. Miscellaneous Expenses:**

Allowance, activity fees, personal care costs, transportation and other such expenses are the responsibility of the Service Provider and are included in the per diem rate.

**F. Transportation:**

The Service Provider shall be responsible for all transportation and related costs incurred in fulfilling the terms of this contract, which include, but not limited to DPW regulative requirements and as outlined in family or individual child service plans, except those associated with runaways, which costs are more fully defined in this agreement under Section VI, H.4.

**G. Service and Progress Reports:**

1. The Service Provider shall submit to the appropriate County agency (Quality Assurance Placement Specialist and/or Juvenile Probation Office) quarterly written progress reports regarding each youth under this Purchase of Service Agreement. These reports shall present an evaluation of the child's current functioning and include a statement of the Service Provider's treatment goals.

2. The Service Provider will cooperate with arranged on site visits by authorized County employees. In cases involving a foster family supervised by the Service Provider, the County shall arrange for all contacts with the foster family through the Service Provider, except in emergencies.
3. The Service Provider shall notify the County of the placement location, including caretaker's name and address, where each child is in residence. Since movement within the Service Provider's system is considered a change in the Service Plan(s), a child shall not be moved from one location to another, except in life threatening emergency situations, without prior approval of the County.
4. In the case of foster family placement, the County shall have the right to approval or disapproval of specific families used for its children by the Service Provider.
5. The foster care provider shall abide by all DPW regulations and the Southeast Regional Foster Care Standards and Guidelines, which both include Family to Family principles.
6. The Service Provider is required to comply with all applicable Federal and State clearance requirements.
7. Foster Family homes (relative or non-relative) and other childcare facilities must meet all standards for full approval. Temporary or provisional approvals of foster family homes do not meet the full licensure requirement. The Provider shall inform the County Executive Director, in writing, of any violations of any applicable law within twenty-four hours of receipt thereof, including changes which would place the provider and/or foster home in "Provisional Status" or any other license violation. No county child(ren) may be placed in a foster home which has lost full license.
8. The Service Provider shall submit to the County a discharge summary within ten (10) working days following notification of discharge to Quality Assurance or Juvenile Probation Office.
9. The Service Provider shall submit to Caseworker or Probation Officer mental health and educational information on services received by the child, quarterly.
10. The Service Provider will provide independent living skills training to promote or enhance self sufficiency to youth in placement who are 16 years of age or older. The youth's participation and progress in this training will be detailed within the quarterly written progress reports.

#### **H. Runaway:**

1. Definition:

When a child is absent without authorization from the supervision of the Service Provider for a period of at least twenty-four (24) hours, he/she is to be considered a runaway.

2. Notification:

It is the responsibility of the Service Provider to notify all appropriate parties, including the County and appropriate police departments (local and projected destination) when a child runs away. OCY/JP is responsible for arranging notification to parents. The Service Provider will be asked to notify parents in the event that the runaway incident occurs during after-hours. Such notice shall be given orally to the County within twenty-four (24) hours to be followed by written notice within seventy-two (72) hours. A Service Provider must call the County as soon as possible after identifying that a child is missing. It is also the responsibility of the Service Provider to give appropriate oral and written notice, as defined above, when the child is found or returned to the Service Provider's physical custody.

3. Discharge:

When a child is a runaway, the Service Provider shall continue to maintain space for the child for five (5) days from the time the child ran away unless either party notifies the other party that the child is to be considered discharged. When oral notice is given during the five-day period that child is to be considered discharged, the Service Provider is no longer responsible for the child and need not accept the child back into placement. At the end of five (5) days from the initial point the child ran away, the child is to be considered discharged unless the County makes arrangements to continue the child in care.

4. Costs of Transportation:

When a child who is still in the care of the Service Provider is found in the county of the placement or a contiguous county, the Service Provider shall be responsible for the transportation costs of returning the child. When the child is found outside of the County of the placement or a contiguous county, the cost shall be as follows:

The Service Provider shall apply the amount paid by the County for days the youth is "on runaway" status to the cost of transporting the youth to the placement location. The County shall pay the remainder of the cost. Any plans made regarding the return of a runaway shall be approved by the caseworker or juvenile probation supervisor prior to the actual return of the child

I. Discharge:

1. Discharge shall be an event planned by the County, Service Provider and client.
2. In cases where discharge is requested by either party which is not pursuant to the service plan or court ordered removal, thirty (30) day notice is required. In emergencies (defined as acute behavior which endangers the health or safety of the child or others), the Service Provider shall provide all reasonable services to protect the child and assist the County in the discharge transition.
3. The county will not pay the service provider for the last day of a child's placement, except as stated otherwise for situations of child runaway or hospitalization.

4. The Service Provider shall return to the County all important original documents such as birth certificates, Social Security Card, Medical Assistance Card, and similar documents pertaining to the child in the possession of the Service Provider within five (5) work days.

**J. Planned Temporary Changes in Placement:**

1. When agreed to in advance of a planned temporary change in placement, the Office of Children and Youth shall reimburse the provider at a full rate of service when a child/youth is away from the placement site for up to and including five (5) consecutive nights. If a child/youth continues to be away from the placement site for more than five (5) consecutive nights, a half-rate reimbursement will be implemented beginning with the day following the fifth consecutive night away, up to a maximum of ten (10) additional nights. (This action does not apply to pre-placement situations with a different prospective service provider or when a child is deemed a runaway.)
2. A prospective Provider (placement agency) will be paid its current full day rate for the day(s) of the pre-placement visit. In situations where the child's placement is with another agency, the prospective provider and the current provider will be paid one-half its current full day rate. (Hospitals, camps, or parents are not reimbursed).
3. Child/Youth Living Away from Placement Site:

If a dependent child/youth remains in custody of the County and in placement while she/he resides away from the placement site (i.e. college student, temporary relative care), the Provider will be paid the approved per diem only for the days that the child/youth is actually residing with the Provider (i.e. weekends, holidays, etc.).

**K. Out of State Travel of Child:**

Prior written approval by the County Caseworker and/or the Caseworker's Supervisor is necessary prior to the intended trip.

**L. Provider License Status**

The service provider agency is required to notify the County Executive Director in writing immediately upon receiving a PA DPW provisional license, reasons as stated by DPW, and corrective actions taken.

## **VII. PAYMENT:**

For Residential Treatment Services (RTF) paid for by a third party entity (i.e. Managed Behavioral Health – HMO (MBH-HMO) or Medical Assistance (MA)), the County placing agency can not place a child without prior approval of the third party entity for services and payment. The provider shall endeavor to notify the County placing agency of expected reauthorization status by the third party entity at least fifteen (15) business days prior to the end of the current authorization period. The County will not pay for any services beyond the authorized period without a prior written agreement, which is mutually accepted regarding the specific child's placement needs and related costs after the authorized period.

### **A. Pennsylvania Medical Assistance/Managed Care Program:**

Once an agreement for service rate(s) has been established, it shall remain fixed for the entire period covered by the Contract. If however, the provider is enrolled in the Pennsylvania Medical Assistance or Managed Care Program and children and/or their families are eligible for funding, the County will not reimburse the provider for that portion of the stated per diem(s) for Medical Assistance or Managed Care reimbursable services.

### **B. Billing Procedures:**

Billing statements will be submitted to the appropriate County department by the Service Provider by the tenth working day of the month immediately following the provision of services. If the procedure is not followed, the County is not liable for payment until the last day of the subsequent month following receipt of the invoice. Billing statements will not be accepted prior to the end of the month in which services were delivered.

1. Billing statements shall be in two parts: fee for service as is indicated in Exhibit "B", and approved additional services as outlined below and must be received by the County within ninety (90) days of delivery of services.
2. The following information shall be included on bills sent to the Office of Children and Youth or the Juvenile Probation Department. Bills must be submitted in triplicate. Bills incorrectly submitted will be returned to the Service Provider, and will result in delay of payment.
  - a. Provider's full name, address (facility location) and phone number.
  - b. OCYF Certificate of Compliance Number and Unit ID
  - c. The month and year for which the bill is being submitted.
  - d. A list of the children receiving services, with the following information on each child:
    1. Type of service (counseling, day treatment, foster care, etc.)
    2. Full legal name
    3. Date of birth
    4. Initial date of service and, when applicable, the service end date.
    5. Current OCY Caseworker and/or JP Officer
    6. Units (days, hours, etc.) of the specific period for which you are billing
    7. Cumulative Units (days, hours, etc.) to date

8. Current contracted rate per unit (day, hour, etc.) and the allowable Title IV-E rates (maintenance and administrative), if applicable to the service
  9. Total number of children served, grand total units, and total cost of service and applicable IV-E amounts for the period invoiced.
3. The County reserves the right to withhold payment if a discrepancy exists which warrants a new statement. The County may only withhold payment for that portion of the statement which is in dispute. It is the responsibility of the County to notify the Service Provider of any discrepancy in the billing statement as soon as possible, but in no case shall notice be made after the last day of the month in which a billing statement was submitted by the Service Provider in a timely manner.

**C. Payment for Additional Services:**

Special services needed by the child and/or family shall be reimbursed only with prior written approval from the appropriate county agency. Provider agencies are expected to follow required Mental Health and/or Physical Health treatment referral protocols.

The following services are the financial responsibility of the Service Provider. Costs should be included in the computation of the per diem to the County, or should be covered through third-party payments:

1. Medical and Dental Care

- a. Ongoing treatment necessary to preserve the well being of the child is to be provided through the Medical Assistance/Managed Care Program. To insure maximum coverage, children should be involved in the Early Screening, Diagnostic and Treatment Program (EPSDT) on a regular basis.
- b. It is the responsibility of the County to furnish to the Service Provider the appropriate Medical Assistance/Managed Care card, or other medical insurance information in a timely manner. In cases where the children are not covered by health insurance, or MA/HMO claims are rejected, medical bills and copies of the rejection must be forwarded to the County for review before payment of the medical service can be authorized. County reimbursement to private providers will not occur after a medical bill has been paid by the private provider, except in true medical emergency situations. Utilization of non-MA/HMO enrolled professionals must be approved by the County Fiscal Office, via the caseworker, prior to services being rendered.
- c. Payment for the cost of all necessary medical and dental care, either not covered by Medical Assistance/Managed Care or beyond the limit of third party medical insurance, shall require prior County approval. The Service Provider shall submit a written estimate for any such cost of medical or dental care to the appropriate caseworker or juvenile probation officer. The County will respond to the request within ten (10) working days. In emergency medical situations, the private agency may use an eligible provider and request that bills be submitted to the County Agency.

2. Psychiatric/Psychological Treatment:

All Mental Health services are to be provided through the Mental Health/Mental Retardation System and are billed to either private insurance, Medical Assistance/Managed Care, or may be paid by the MH/MR office.

3. Drug and Alcohol Treatment:

Drug and Alcohol services are to be provided through the Drug and Alcohol system and are billed to either private insurance or Medical Assistance/Managed Care.

4. Educational Services:

Only those educational services which are clearly ancillary to the basic education program, such as vocational training and tutoring, may be charged to the County with prior written approval and when such a service is not provided otherwise (i.e. the level system).

**D. General:**

Services covered by this Agreement shall be provided on a fee-for-service basis to eligible Montgomery County clients. A detailed service description as described by the provider and appended to this agreement will be utilized as a measure in cases of non-compliance. (The items listed on Exhibit A are provided by Service Provider.)

## EXHIBIT A

1. For contracted "Out-of-Home" or "Placement" services i.e. Residential, Group Home and Foster Care, completed contract documentation to include detailed expenditures and revenues as required by DPW Bulletin #3170 or as revised by the PA Dept. of Public Welfare. The information is necessary in order to identify direct and indirect expenditures and categorize allowable and non-allowable federal Title IV-E costs.
2. For Contracted "In-Home" services, the forms as indentified in item 1 above or a completed County packet for Statement of Functional Cost by Program, including Personnel and Operating costs (direct and indirect) and applicable Revenue for each program and the Total Cost Summary or as required by the County.
3. Certified Audit Report for the prior year containing revenues by county. The Audit must meet the requirements set forth by OMB Circular A-133, Audits of Institutions of Higher Education and other Non-Profit Institutions or a "Yellow Book" audit if an A-133 audit is not required.
4. Certificates of Compliance (current) for each service and facility.
5. Description of each contracted service activities, goals of service, unit of service definition and agency service philosophy.
6. Summary Information and Justification.
7. Insurance Certificates (current) including Worker's Compensation, naming the County of Montgomery as Certificate Holder.
8. Letter from State indicating Approved Rates and Services for Medical Assistance Services (RTF and CRR) and Drug and Alcohol if applicable.
9. Emergency Action Plan.
10. Tax Identification Number.



**EXHIBIT B**

**SERVICE AND RATE SCHEDULE**

All payments by the County are to be paid by the below service and rate schedule, and are contingent upon the availability of State and Federal funds, if applicable, and conditions of the Agreement including, but not limited to, the Service Provider's performance of the tasks specified in the attached work statement and budget.

As defined by Federal and State regulations and County communications,

**The Salvation Army**  
**a.k.a. The Salvation Army Children's Services**

will provide service in the Cost Centers listed below:

<b><u>COST CENTER</u></b>	<b><u>RATE</u></b>
1. Foster Care Level I	\$37.93/Day per Child
2. Foster Care Level II	\$60.95/Day per Child
3. Foster Care Level III	\$70.78/Day per Child

In all things undertaken by the parties hereto it is specifically understood and agreed that the Service Provider is and shall be and remain at all times during the terms of this Agreement, an independent contractor and not the servant, agent or employee of the County.

IN WITNESS WHEREOF, the County has caused this Agreement to be signed and executed by its duly authorized officials and the aforesaid corporate party has caused this Agreement to be signed and executed by its officers and its corporate seal, duly attested by its duly constituted officer, to be hereto affixed on the day and year hereinabove set forth.

**COUNTY OF MONTGOMERY**

**SERVICE PROVIDER**

BY: J R Matthews

BY: [Signature]

James R. Matthews, Chairman

Richard D. Allen, Assistant Secretary - Legal

Joseph M. Hoeffel  
Joseph M. Hoeffel, Vice Chairman

(title)

Bruce L. Castor, Jr.  
Bruce L. Castor, Jr., Commissioner

ATTEST: Glenn C. Bloomfield  
Glenn C. Bloomfield, First Assistant Treasurer  
(title)

ATTEST: Robert W. Graf  
Robert W. Graf, Chief Clerk

Date Signed: 11/24/2010

Approved as to form:

Larry J. Feltner  
Solicitor

Date Signed: 12/23/10

SEAL

CORPORATE SEAL