

**AGREEMENT FOR PURCHASE OF
QUALIFIED INDIVIDUAL (QI) ASSESSMENT SERVICES**

This **AGREEMENT** made this ____ day of _____, 20____, by and between the County of Orange, through the Orange County Department of Social Services, hereinafter called the "Department," located at 255-275 Main Street, Goshen, New York 10924, and _____, hereinafter called the "Contractor," located at _____.

WHEREAS, pursuant to the Family First Prevention Services Act ("FFPSA") [P.L. 115-123], an independent assessment of a child in foster care placed in a Qualified Residential Treatment Program is required to make determinations, including, but not limited to, whether the placement in the program is appropriate;

WHEREAS, the assessment must be completed within thirty (30) days of placement of the child in a Qualified Residential Treatment Program;

WHEREAS, each assessment must utilize a federally-approved functional assessment tool that is age-appropriate and evidence-based; and

WHEREAS, the standards for the timing, process, and content of the assessment and the qualifications for who may conduct such assessment are set forth in Federal and New York State statutes, regulations, and policies.

NOW THEREFORE, in consideration of the mutual promises herein contained:

SECTION I – DEFINITIONS

Whenever the following terms are used in this Agreement, they have the following meaning unless otherwise clearly noted:

1. **QUALIFIED INDIVIDUAL ("QI")**: means a trained professional or licensed clinician acting within their scope of practice who must have current or previous relevant experience in the child welfare field and who must conduct the assessment required for a child in accordance with New York State ("NYS") Social Services Law ("SSL") §409-h. Such individual may not be an employee of the NYS Office of Children and Family Services ("OCFS"), and such person may not have a direct role in case management or case planning decision-making authority for the child for whom such assessment is being conducted in accordance with 42 U.S.C. §§672 and 675a and the NYS approved Title IV-E State Plan.
2. **QUALIFIED RESIDENTIAL TREATMENT PROGRAM ("QRTP")**: means a non-foster family residential program in accordance with 42 U.S.C. §§ 672 and 675a and the NYS approved Title IV-E State Plan, and that meets OCFS regulations, and which is certified by OCFS to operate as a QRTP.
3. **AGE-APPROPRIATE, EVIDENCE-BASED, VALIDATED ASSESSMENT TOOL**: means an instrument that has been deemed to be evidence-based, has been rigorously evaluated in experimental evaluations, such as randomized controlled trials (RCT), and shown to make a positive, statistically significant difference in important outcomes. An instrument that has been validated means that the instrument measures what it is designed to measure. Age-appropriate is a developmental concept whereby certain activities are deemed appropriate to a child's "stage" or level

of development. The Child and Adolescent Needs and Strengths ("CANS") and the Child and Adolescent Service Intensity Instrument ("CASII") have been determined by OCFS and federally approved to be age- appropriate, evidence-based, validated instruments to serve the intended purpose of the thirty (30)-day assessment by the QI.

4. **FAMILY AND PERMANENCY TEAM:** means all appropriate family members, relatives, and fictive kin of the child, as well as, as appropriate, professionals who are a resource to the family of the child, including, but not limited to, the attorney for the child or the attorney for the parent, if applicable, teachers, medical or mental health providers who have treated the child, or clergy. In the case of a child who has attained the age of fourteen (14), the family and permanency team shall include the members of the permanency planning team for the child in accordance with 42 U.S.C. §675 and the NYS approved Title IV-E State Plan and SSL §409-h.

SECTION II – SCOPE OF SERVICES

1. It is mutually agreed between the Department and the Contractor that the Contractor will perform the duties and obligations of a QI in conformance with the terms and conditions of this Agreement and Federal and NYS laws and regulations, including, but not limited to, 42 U.S.C. §§672 and 675a, SSL §409-h, 18 NYCRR §428.3, and OCFS regulations and with the policies of OCFS. The duties and obligations of a QI that Contractor shall perform are set forth below in this Section II and in Section 3 of the Specifications portion of the Department's *Request for Applications for Qualified Individual Related to Family First Prevention Services Act*, a copy of which is annexed as **Schedule A** to and made a part of this Agreement.
2. The QI must assess a child to determine the appropriateness of a placement in a QRTP. The assessment must determine whether the child's needs can be met with family members, in a foster family home and/or if the child's needs meet the criteria for a setting specified in 42 U.S.C. §472(k)(4) and SSL §409-h(1)(c), including a QRTP level of care.
3. Such assessment may be completed prior to a child's placement in a QRTP but must be completed within thirty (30) days of the start of a placement in a QRTP of a child in the care and custody or the custody and guardianship of the local department of social services ("LDSS"), which for purposes of this Agreement is the Department. Failure of the QI to adhere to this required time frame could result in termination of this Agreement by the Department.
4. The QI must utilize an age-appropriate, evidence-based, validated functional assessment tool approved by the Federal government for such purpose. In NYS, the approved tools are the CANS and the CASII, and for purposes of this Agreement, the QI shall utilize the CANS tool.
5. The QI must conduct interviews with the family and the child to obtain or clarify any information needed to complete functional assessments and formulate child-specific, short-term, and long-term mental and behavioral health goals. The QI must determine the most effective and appropriate level of care for the child in the least restrictive setting, including whether consistent with the short-term and long-term goals for the child, as specified in the child's permanency plan. Specifically, the QI must indicate if the needs of the child can be met with family members, in a foster family home, or in either a QRTP, a supervised setting as defined in SSL §371(22), a setting providing residential care and supports for sexually exploited youth (EMPOWER), or a setting specializing in

providing prenatal, post-partum, or parenting (PPP) supports for youth.

6. The QI must complete the assessment in collaboration with the LDSS (which for purposes of this Agreement is the Department), QRTP, and Family and Permanency Team to gather information to formulate the final determination.
7. The QI must provide written recommendations regarding whether the child's needs can be met with family members and/or through placement in a foster family home. If the QI determines that the child's needs cannot be met with family members and/or through placement in a foster family home, the QI must document (a) the reasons why the child's needs cannot be met by the parents or a kinship caregiver in their home or in a non-relative foster family home setting (**please note** that a shortage or lack of foster family homes **may not** constitute circumstances warranting a determination that the needs of the child cannot be met in a foster family home); (b) which congregate residential setting would provide the most effective and appropriate level of care for the child in the least restrictive environment and be consistent with the short-term and long-term goals specified in the permanency plan; (c) the reasons why the recommended placement in a QRTP is the setting that will provide the most effective and appropriate level of care for the child in the least restrictive environment; (d) how that placement is consistent with the short-term and long-term mental and behavioral health goals as specified in the permanency plan; and (e) provide a written report with its recommendation within thirty (30) days of the child's placement in a QRTP.
8. The QI must utilize all tools developed and approved by OCFS, adhering to all required components in compliance with and in satisfaction of FFPSA assessment requirements.
9. The QI must promptly, but no later than five (5) days following the completion of the assessment, provide the assessment, determination and documentation to the court, the parent or guardian of the child, the attorney for the child, and the attorney for the parent, if applicable.
10. The QI must provide a written summary detailing the assessment findings to the Department and with the parties to the proceeding, redacting all information necessary to comply with applicable Federal and NYS confidentiality laws [SSL §409-h(2)].
11. The QI must develop a list of child-specific short-term and long-term mental and behavioral health goals.
12. The parties hereto agree that the system of record for the recording of the activities addressed in this Agreement is CONNECTIONS.

SECTION III – QUALIFICATIONS

1. The QI must have a professional clinical license in accordance with 14 NYCRR §823.6 and/or a social work license in accordance with NYS Education Law §7704 **AND** at least two (2) years of experience in the child welfare field. Professional licensure can include the following: physician, psychiatrist, psychologist, nurse practitioner, psychoanalyst, registered professional nurse, clinical social worker (LCSW), marriage and family therapist (LMFT), mental health counselor (LMHC), master social worker (LMSW), creative arts therapist (LCAT). To satisfy the requirement of two (2) years of experience in the child welfare field, the QI must have worked for, or under contract with, a child welfare program in his/her professional capacity as a licensed clinician for a minimum of two (2) years within the last fifteen (15) years. Child welfare programs include, but are

not limited to, a LDSS, a voluntary authorized agency (VA), a residential agency serving children or families, a community- based provider, and/or other entity that addresses child safety as it pertains to abuse and neglect and provides or coordinates services for children and families to address challenges such as substance abuse, mental health, and domestic violence.

2. The QI must successfully complete all training requirements for the CANS and provide written verification of such completion to the Department prior to provision of services under this Agreement. The QI must also successfully complete all OCFS required training and provide written verification of same to the Department. All such required training shall be obtained and completed at the Contractor's sole expense.
3. The QI cannot be employed by or associated with the QRTP where the child in question is referred. The QI also cannot have a direct role in case management or case planning decision-making authority for the child in question. OCFS regulations define "case planning" to include the ability to authorize and coordinate the provision of services (see 18 NYCRR §428.2). While the QI may evaluate and make recommendations regarding services for children in foster care in NYS, the QI cannot authorize or coordinate the direct provisions of any services. However, the QI may conduct case assessment activities which are required in the context of case planning as per 42 U.S.C. §671(a)(16).
4. The QI must have a valid driver license and vehicle in good working order as the QI must be able to drive to the child's location.
5. The QI must successfully pass a NYS Central Registry of Child Abuse and Maltreatment (SCR) clearance check and be fingerprinted and successfully pass a criminal background check, all at the Contractor's sole expense.

SECTION IV – DURATION

1. The term of this Agreement shall be from _____, 2021 through _____, 2022 ("Initial Term").
2. The Department reserves the option, exercisable in its sole discretion, to renew and extend the term of this Agreement for up to three (3) additional periods of one (1) year each (each, a "Renewal Term" and together with the "Initial Term" collectively, the "Term").

SECTION V – REIMBURSEMENT

1. The Contractor shall be entitled to payment at an all-inclusive, set rate of \$2,000.00 per assessment performed under this Agreement. The Department shall not be responsible for any costs associated with any travel that may be required for performance of the services under this Agreement including, but not limited to, mileage, fuel, and tolls.
2. The Contractor agrees that payment by the Department is contingent upon the Contractor submitting an appropriate claim form, which has been approved by the Department, to the person designated by the Department certifying the satisfactory performance of the services by Contractor (including all staff performing services under this Agreement on behalf of Contractor) and setting forth the payment to be made. The Contractor shall submit claim forms on a monthly basis by the tenth (10th) day of the month immediately following the month in which the services detailed in each such claim

form were performed.

3. The Department shall pay all proper and undisputed amounts due to the Contractor within sixty (60) days of the Department's receipt of a claim form as submitted in accordance with Paragraph 1 of this Section V.
4. The anticipated cost for the Initial Term of this Agreement may not exceed \$25,000.00. Such anticipated cost is an estimate and serves as the limit of obligation under this Agreement during the Initial Term. Should it appear that this anticipated cost may be exceeded, an amendment to this Agreement shall be executed by the parties hereto.

SECTION VI – BOOKS, RECORDS AND DOCUMENTS

1. All case-specific information received and developed by the Contractor for the purpose of this Agreement is confidential and must be maintained by Contractor (including all staff performing services under this Agreement on behalf of Contractor) in a manner consistent with applicable Federal and NYS confidentiality statutes and regulations including, but not limited to, 42 U.S.C. §671(a)(8), SSL §§372 and 422, NYS Public Health Law §2782, and 18 NYCRR Parts 357, 423, 428, 431, and 466.
2. The records of all individuals served by the Contractor under the terms of this Agreement must be made available to the Department and OCFS upon request, in the form, manner, and time required by the Department or OCFS.
3. The Contractor (including all staff performing services under this Agreement on behalf of Contractor) shall retain all books, records, and other documents relevant to this Agreement for six (6) years after the Contractor receives final payment for the services to which they relate, during which time authorized Orange County, NYS, and/or Federal auditors and other duly authorized representatives will be provided full access to and the right to examine the same.

SECTION VII – TERMINATION OF AGREEMENT

1. This Agreement may be terminated by the mutual written agreement of the parties hereto.
2. This Agreement may be terminated by the Department for cause, upon the failure of the Contractor (which includes all staff performing services under this Agreement on behalf of Contractor) to comply with the terms and conditions of this Agreement.
3. In addition to the termination provisions set forth above, the Department has the right to terminate this Agreement, in whole or in part, if the Contractor (including all staff performing services under this Agreement on behalf of Contractor) has failed, at any time, to comply with any applicable Federal, NYS, or local health, safety or fire code regulations; or in the event that any license, approval or certification of the Contractor (including all staff performing services under this Agreement on behalf of Contractor), required by Federal, NYS, or local government is revoked, not renewed, or otherwise not in full force or effect, or in the event that the Contractor (including all staff performing services under this Agreement on behalf of Contractor) fails to secure a new such license, approval or certification during the term of this Agreement, if required; or if any assessment is not performed within the required time frame as set forth in Paragraph 3 of Section II of this Agreement. Each failure/event identified in this Paragraph 3 of this Section VII shall constitute a substantial breach of this Agreement.

4. Notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. Such written notice shall be delivered via registered or certified mail with return receipt requested or by hand with receipt provided by the Contractor. The Contractor agrees not to incur any new obligations or to claim any expenses incurred after the effective date of the termination. The effective date of termination is not to be less than thirty (30) days from the date of the notice, unless substantial breach of contract is involved, in which case the effective date of termination may be immediate, effective on delivery of the termination notice in the manner provided for herein. In any event, the effective date of termination shall not be later than the expiration date of this Agreement as set forth in Section IV hereof.

5. Upon termination or upon expiration of this Agreement, the Department shall arrange for the transfer to another contractor of all children covered by this Agreement then serviced by the Contractor.

IN WITNESS, HEREOF:

The parties hereto have executed this Agreement as of the day and year first above written.

Orange County Department of Social Services

By: _____ Date _____
 Darcie M. Miller, Commissioner

By: _____ Date _____
 Stefan ("Steven") M. Neuhaus, County Executive

Approved as to Form:

By: _____ Date _____
 Langdon C. Chapman, County Attorney

Contractor

By: _____ Date _____
 Name: _____
 Title: _____

SCHEDULE A