NOTICE OF AWARD OF CONTRACT

TO: DEBBIE ALLEN
PREMIER PEDIATRIC THERAPY SOURCE
2776 S. ARLINGTON MILL DRIVE,
SUITE 534
ARLINGTON, VIRGINIA 22206

DATE ISSUED: JULY 9, 2013
CURRENT CONTRACT NO: 724-13
CONTRACT TITLE: EARLY INTERVENTION SERVICES

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on JULY 30, 2017.

The contract documents consist of the terms and conditions of the standard form agreement including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

REFER TO AGREEMENT NO. 724-13

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: DEBBIE ALLEN
TELEPHONE NO.: 310-992-2776

VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: MARGARET JONES
TELEPHONE NO.: 703-228-1640

EMAIL: MJONES1@ARLINGTONVA.US

CONTRACT AUTHORIZATION

Delphine Lambert
Buyer

Date

DISTRIBUTION

VENDOR: 1
BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 724-13

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made, on the date of execution by the County, between Premier Pediatric Therapy Source, Inc., 2776 S. Arlington Mill Dr., Suite 534, Arlington, VA 22206 ("Contractor"), a Virginia Corporation authorized to practice therapy in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS
The contract documents consist of this Agreement, Exhibit A (Scope of Work) and Exhibit B ("Contract rates") ("Contract Documents").

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the "Contract" or the "Agreement."

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide early intervention services. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

3. CONTRACT TERM
The Work shall commence on July 1, 2013, and the Work shall be completed no later than JUNE 30, 2017 ("Contract Term"), subject to any modifications as provided for in the Contract Documents.
EXHIBIT A
SCOPE OF WORK

The Contracting Agency will refer Part C eligible children to the Contractor for the provision of early intervention services according to Part C regulations and as specified in the Individualized Family Service Plan (IFSP) and/or on a PIE Vendor Referral Form (VRF). All services provided shall follow the policies and procedures outlined in the Infant and Toddler Connection of Virginia Practice Manual. All personnel providing services shall be certified by the State Part C Office.

The Contractor shall provide home-based early intervention services and assessment for service planning on frequency and intensity specified in the IFSP or as requested on the Vendor Referral Form. Therapy time for services includes parent/caregiver training and instructions on therapy activities including having the parent/caregiver carry out the activities with coaching from the therapist and written home activities/progress note.

The Contractor shall complete and submit progress notes to the PIE program for each appointment. Progress notes will describe the services provided during the appointment and follow all requirements for contact notes as specified in the Part C Practice Manual Contact Note Checklist. A progress note shall also be submitted for all cancelled and missed appointments. If a copy of progress notes or other format for notes for parents is not left with the parent, a copy of the progress notes shall be mailed to the parent within two (2) days of the session or a notebook will be left with the parent with home activities.

When appropriate, the Contractor will also provide a discharge summary report when discharging a client from service. As appropriate to the service being provided, progress notes shall reflect functional activities related to the outcomes in the IFSP as well parent training and involvement in the service activities. Progress notes and discharge summaries shall be completed in a mutually agreed format. A progress note format for cancelled appointments is available from the PIE program. Progress notes will be submitted weekly or with the invoice for services.

For clients with private third party insurance, the Contractor shall bill insurance for services delivered to County approved clients according to the Contractor’s contracts with individual insurance companies. The Contractor shall also bill the client according to the sliding fee scale established by the County and according to information provided by the County concerning each client’s financial liability. The Contractor may bill the County the difference between the insurance payment plus the amount recovered from the family up to the early intervention rate established by the State Part C Office in accordance with the State Part C rate and billing structure. The County will provide the Contractor with detailed information concerning each client’s insurance policy and status, and the maximum monthly amount (Family Monthly Cap) that can be billed to the family. The
Contractor is responsible for ensuring that all necessary pre-authorizations, re-authorizations for services and physician certifications are obtained.

For clients with no insurance, the Contractor shall bill the family for services, up to the family monthly cap and bill the County for the balance. The County agrees that payments will be made within thirty (30) days after receipt and approval of a correct invoice from the Contractor.

The Contractor shall comply with the following statutes, regulations, standards, policies and procedures in the operation of the program which is the subject of this Agreement.

- All applicable Part C Federal and State laws and regulations, including provision of family-centered services and services in natural environments in accordance with the State Part C Guidelines outlined in the Virginia Practice Manual and is available on the State Part C website: infantva.org

- All applicable Federal and State laws and regulations for the assurance of the individual rights of clients served by the program including the applicable parts of the Procedural Safeguards. Specifically, the requirement that; 1) no changes are made in services without prior notice to the family (which shall be completed by the PIE service coordinator), and 2) maintenance of client confidentiality including ensuring that all therapists providing services under this contract have a signed client confidentiality statement in their personnel file. Procedural safeguards are available on the State Part C website: infantva.org.

- Title VII of the Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Federal Executive Orders 11246 and 11375, Uniform Guidelines on Employee Selection and other Federal and State mandates, subsequent amendments and regulations developed pursuant thereto, to the effect that no person shall, on the grounds of race, color, religion, national origin, political affiliation, handicap, sex or age, be subjected to discrimination in the provision of any services.

- The Notice of Infant/Toddler and Family Rights under the Part C Program for Early Intervention Services (May 1996) which describes children's and families' rights as defined by Part C of the Individuals with Disabilities Education Act (IDEA). Notice is available on the State Part C Website: infantva.org.

The Contractor shall provide accurate data on revenue collected and expenditures directly to the county on formats provided by the State. The Contractors also shall provide any other data on services, expenditures, and revenues or other data related to the Part C services and funds as may be required by the PIE program to report to the State Part C Office.
All client specific clinical records pertaining to services provided to current or former clients as a result of this Agreement, upon termination by either party, shall be made available to any successor service provider upon written request by the County and written authorization of the client. Further, to protect the interest of clients in this matter, the County shall serve as custodian of the records in the event of any interim interruption of service.

Personnel providing service under this contract shall meet all Part C Personnel Standards and be Virginia Part C Certified. Personnel Standards are available on the State Part C Website: infantva.org.
EXHIBIT B
CONTRACT RATES

For services rendered by the Contractor and accepted by the Project Officer, the County shall pay the Contractor State Part C Rate for services of $150.00 per 60 minute session for therapy services and $110.00 per 60 minute session for developmental services, up to a maximum amount of $60,000.

On October 1, 2009, the State Part C Office implemented the requirement that all local Part C programs pay a uniform and consistent rate for Part C services. The rate includes billing, supervision, training, services in the natural environment and all other costs associated with delivery of Part C early intervention services.

The rates for Part C services will change only on the authority of the State Part C Office. Contractors shall accept the Part C rate structure.

The County shall not pay the Contractor any other sum under this Agreement.

Payment to the Contractor shall be net thirty (30) days from receipt by the County of a correct invoice from the Contractor. An invoice's correctness will be determined by the Project Officer.