

# **Provisions for the Oversight of In-School Therapeutic Day Treatment for the 2021-2022 School Year**

## **I. PURPOSE**

This Agreement is made between Richmond Public School (hereinafter, "RPS") and \_\_\_\_\_, a provider of Therapeutic Day Treatment (TDT) services, located at \_\_\_\_\_ (hereinafter, "Provider") to provide TDT services at \_\_\_\_\_ (School). This Agreement sets forth the respective responsibilities and requirements of both parties for the provision and coordination of TDT services to Medicaid-enrolled students within in the School. If this agreement is not signed by the TDT service provider, the TDT service provider will not be permitted to provide services during the school day at any RPS school.

## **II. PREQUALIFICATIONS TO THIS CONTRACT**

Federal Medicaid law requires that Medicaid enrolled students have free choice of any willing, qualified provider. In order to enter into a Services Agreement with the School, the Provider must document that they are qualified. In addition to documenting that Provider has met all legal licensure and certification requirements, Provider must provide to the School any and all documentation concerning citations issued against Provider by the Department of Behavioral Health and Developmental Services (DBHDS), Office of Licensing. In order to be a provider qualified to provide TDT services at School, Provider must be able to document the following:

1. Providers holding a provisional license shall not be permitted to provide TDT services in School. The Provider must hold a Triennial License for TDT services from the DBHDS Office of Licensing within the past year.
2. That Provider has not had more than three (3) citations issued against them by the DBHDS Office of Licensing and none in the two (2) years prior to the date of the start of the school year during which this contract is valid. The Provider will attach documentation demonstrating (1) the number of citations received in general and (2) the number of citations received by the Provider in the two (2) years prior to the date of the start of the school year during which this contract is valid when requesting permission from RPS to provide services in a RPS school
3. The Provider has not had any health & safety violations issued against them by the DBHDS Office of Licensing, within the past year.

The Provider shall provide the School with documentation from the DBHDS Office of Licensing showing the Provider is authorized to provide TDT services, including authorization to provide TDT service at the School's specific location. If the Provider meets all other criteria, the School may sign this Agreement, a copy of which the Provider shall then provide to the DBHDS Office of Licensing to document that the School has agreed for the Provider to provide TDT services in the School's

specific location. The Provider shall not be permitted entry onto the School's campus until (1) Provider presents a copy of the DBHDS license specific to the School's location; (2) Provider provides a list of employees who will be providing services in the school; and (3) Provider presents documentation that those listed employees have not been convicted of have not been convicted of a felony or any offense involving sexual molestation or physical or sexual abuse or rape of a child. Convictions for all felonies and certain misdemeanors are strictly prohibited. Please refer to the Volunteer Background Prohibited Sheet for more information. Any background checks required to be conducted under this paragraph will be the responsibility of the Provider and/or the employee of the Provider. RPS is in no way responsible for providing or paying for these background checks.

The School may report any suspected allegations of unlawful practices or disregard for regulations to the Office of Licensing for an investigation.

### **III. PERIOD OF AGREEMENT**

This agreement must be renewed at the beginning of each school year and is only valid for the school year in the title above. There is **not** automatic renewal of this agreement from school year to school year.

If a provider receives a student at a school after the beginning of the school year, this agreement must be signed at that time. This agreement will only be valid for the remainder of the school year the agreement is signed and/or for the school year in the title above.

### **IV. CONFIDENTIALITY**

Parties signing this Agreement shall fully comply with the applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy Act (FERPA), and all other applicable federal and state privacy laws and regulations. Under no circumstances will any and all information provided by RPS be released by the TDT provider to any third party without the written permission of the parent or guardian of the student participating in the program and/or the adult student participating in the program.

### **V. RESPONSIBILITIES OF PROVIDER:**

The School has the responsibility to control access to the campus in order to ensure the health, safety and welfare of students and staff. The Provider understands that the School is not required to open the campus to outside parties, and that the School's grant of access to the Provider is a privilege, not a right. The School may terminate this Agreement or revoke the Provider's permission to enter the grounds of the campus for any violation of the terms of this Agreement. In order to maintain the School's permission to enter the campus, the Provider agrees to the following:

1. The Provider shall adhere to all check-in/check-out processes established for TDT providers.
2. Prior to initiating TDT services to any School-enrolled student on campus, the Provider shall provide to the Director of Culture, Climate & Student Services (1) proof/evidence of the current licenses; (2) their identifying information, including the contact information for themselves or their employer, and emergency contact information; (3) list of all staff members with the agency; and (4) the name and criminal background checks for every provider that shall be working in the School. The provider shall also provide the names, contact numbers and qualifications of the individuals serving as supervisors for the unlicensed TDT service providers, including but not limited to interns, working in the School. Additionally, if there is a staff change during the course of this agreement, then the new staff member will be required to pass a background check through the TDT provider and submit that information to the Director of Culture, Climate & Student Services before the new staff member enters upon a RPS campus.
3. The Provider shall also provide documentation from the Behavioral Health Services Administrator of the Department of Medical Assistance Services (Magellan, managed care etc.) that the student is authorized to receive TDT services in a school setting, which shall document the amount and scope of the services authorized.
4. The Provider shall provide to the School's Principal, or designee, their regular schedule of services to the student in order to keep the school informed regarding their anticipated presence on the campus. The Provider shall also provide contact information in order for the School to be able to access the Provider to assist with any potential crisis interventions for members under their care during the school day, as well as keep school personnel apprised of the child's safety plan and any necessary updates to the plan. Provider shall minimize disruption the instruction of the child to which they are providing services.
5. The Provider shall comply with all the School's standards of conduct, all health and safety protocols, and School Board policy, for visitors on campus. The Provider agrees that the School may remove any of Provider's staff whose actions, as deemed by the School, pose a threat to the health, safety or welfare of any student or staff, or in any way interfere with the educational mission of the School.
6. The Provider agrees not to engage in soliciting, recruiting or direct marketing of students or their family members or guardians on or near the School's campus.
7. The Provider agrees that neither the company nor its employees will serve as parent/family advocates in any capacity while providing TDT services under this contract. Nothing in this paragraph prohibits the Provider or its employees from attending special education meeting on behalf of its students, if invited by the school or the family, and providing input as a member of a student's IEP team.
8. The Provider agrees it will inform the Director of Culture, Climate, and Student Services and the School's principal in writing of any complaints or citations received by the Provider within twenty-four (24) hours of receipt of the complaint(s) or citation. Additionally, the Provider will inform the

Director of Culture, Climate, and Student Services and the School's principal in writing of any change in the status of a clinician's license within twenty-four (24) hours of receipt of notice of the change.

9. All the staff members of the TDT provider that are working with students, and the supervisors of the staff members, must be trained in de-escalation and restraint techniques prior to working with a RPS students. The certification of training received and successfully completed must be attached to this agreement at the time of the signing of the agreement. Additionally, it is expected that, whenever possible, the staff members of the TDT provider use de-escalation techniques to the greatest extent possible before engaging in restraint techniques.

10. To transfer information regarding students receiving services to the home office, the TDT provider must require its staff members to only use (1) the email address provided by the TDT provider; or (2) if the TDT provide does not provide email addresses to its staff members, require the staff members to use an encryption service purchased and used by the TDT provider.

11. If staff of the TDT provider, whether school based or headquarters based, feel that it is necessary to call Child Protective Services and/or the police regarding a threat or the abuse or neglect of a child/children, the staff of the TDT provider must immediately notify the principal, assistant principal(s), and/or administrative designee of the school the child attends.

11. Neither the TDT provider, nor any of its staff members, shall perform any actions that are not in alignment the Strategic Plan of the School Board of the City of Richmond/Richmond Public Schools.

### **Areas of Collaboration:**

The parties agree that in order for each student to fully realize the health and educational benefits of TDT services at the School, both are required the cooperate and collaborate in the provision of TDT services on campus. Therefore the parties agree as follows:

1. The School shall not require that the Provider perform any function or services beyond the provision of Medicaid-covered TDT services to their Medicaid-enrolled clients. The School shall not require of the Provider to provide any goods or services beyond said services as a condition of being permitted to enter the school the campus to provide services. Although all providers are expected to support the priority initiatives of the division, the purpose, the purpose of the TDT provider's presence in the school is to serve the student (client), not the school.

2. The Provider shall file reports monthly to update the school's Principal and RPS' Director of Culture, Climate & Student Services on the content and progress of TDT services provided to each student, including a description of the services being provided to the student, the number of hours such services are provided, and a narrative describing the student's status and progress in response to the TDT services being provided. This report shall include whether the staff of the TDT provider felt they had to use restraint and/or seclusion to modify or control the student's behavior. Details

regarding the circumstances surrounding the restraint and/or seclusion, including but not limited to, what behaviors led to the restraint/seclusion, how long the student was restrained/seclude, what restraint technique was used, and/or whether the student was able to return to instruction, shall be included. Additional content needed in the report may be determined by the School.

3. The Provider shall share monthly the student’s member status and ISP/treatment information with the school’s Principal and RPS’ Director of Student Services in order to foster greater care coordination for each student served. In order to share such information the Provider shall provide to the School a copy of the student’s authorization for the release of medical information signed by the student or their parent or guardian. Additional content, aligned with and set forth in school board policy, may be determined by the School, a Consent to Exchange Information must be signed and on file at school for the Provider to deliver services in a RPS school.

4. The Provider understands that if, in the course of the Provider’s provision of TDT services to any student, the School has concerns regarding the behavior, treatment or efficacy of a TDT provider, such concerns may be shared with state authorities. Additionally, RPS has the right to revoke this contract at any time during the course of the contract with seventy-two (72) hours’ notice to the Provider.

5. All violations of marketing restrictions will be reported to state authorities. The Provider is required to provide the School upon request, copies or samples of any marketing materials distributed on or near the School’s campus. These may be shared along with any report of marketing violations.

**Contact Information**

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Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Signed**

\_\_\_\_\_/\_\_\_\_\_  
Jason Kamras, Superintendent      Date  
Richmond Public Schools

PROVIDER

By: \_\_\_\_\_ / \_\_\_\_\_  
Name of Person Signing                      Date

Position: \_\_\_\_\_

