

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

This AGREEMENT made this _____ day of _____, 202__ , by and between the County of _____, through the _____ County Department of Social Services, hereinafter called the Department, located at _____, _____, New York, _____ 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 (QRTP) is required to make determinations, including, but not limited to, whether the placement in the QRTP is appropriate.

WHEREAS the assessment must be completed within 30 days of placement of the child in the QRTP.

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

WHEREAS the standards for the timing, process, content of the assessment and the qualifications for who may conduct the assessment are set forth in federal and New York State statute, regulation and policy.

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:** 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 Social Services Law (SSL) §409-h. Such individual may not be an employee of the 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 USC §§672 and 675a and the New York State (NYS) approved Title IV-E State Plan.
2. **QUALIFIED RESIDENTIAL TREATMENT PROGRAM:** means a non-foster family residential program in accordance with 42 USC §§ 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 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 14, the family and permanency team shall include the members of the permanency planning team for the child in accordance with 42 USC §675 and the NYS approved title IV-E State Plan and SSL §409-h.

SECTION II – SCOPE OF SERVICES

- 5.** Effective September 29, 2021, 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 USC 472(k)(4) and SSL §409-h(1)(c), including a QRTP level of care.
- 6.** 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 or OCFS). Failure to adhere to the required time frame could result in termination of this AGREEMENT.
- 7.** 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.
- 8.** 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 make a determination of 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, the needs of the child can be met with family members or through placement in a family-based setting, **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.

9. The QI must complete the assessment in collaboration with the LDSS, QRTP, and family and permanency team to gather information to formulate the final determination.
10. The QI must document: 1) 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; 2) 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; 3) 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; 4) how that placement is consistent with the short-term and long-term mental and behavioral health goals as specified in the permanency plan; and 5) provide a written report with its recommendation within thirty (30) days of the child's placement in a QRTP.
11. 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.
12. The QI (or their designee) 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.
13. The QI must provide a written summary detailing the assessment findings to the LDSS or OCFS with care and custody or custody of the child and with the parties to the proceeding. Confidential information must be redacted from the summary as necessary to conform with applicable federal and state confidentiality standards. [SSL §409-h(2)].
14. The QI must develop a list of child-specific short-term and long-term mental and behavioral health goals.
15. The parties agree that the system of record for the recording of the activities addressed in the Agreement is CONNECTIONS.

16. 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 USC §§672 and 675a; SSL § 409-h, 18 NYCRR 428.3 and OCFS regulations and with the policies of OCFS.

SECTION III – QUALIFICATIONS

17. The QI must have a professional clinical license, in accordance with 14 NYCRR 823.6 and/or a social work license in accordance with section 7704 of NYS Education Law AND at least two (2) years of experience in child welfare.

- Acceptable professional licenses include physician, psychiatrist, psychologist, nurse practitioner, psychoanalyst, registered nurse, clinical social worker, marriage and family therapist, mental health counselor, master social worker, licensed creative arts therapist, within their scope of practice.

18. The QI must have a minimum of two (2) years of child welfare experience. To satisfy the requirement of two (2) years of experience in the child welfare field, QIs must have worked for, or under contract with, a child welfare program in their 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, 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.

19. The QI must successfully complete all training requirements up to and including certification for either the CASII or the CANS prior to provision of the service and provide verification of such, and all OCFS required training.

20. The QI may not be employed by or with the QRTP where the child is referred. The QI may not 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 New York State, the QI may not 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 USC §671(a)(16).

SECTION IV – DURATION

21. The term of this AGREEMENT is from _____ to _____ .

22. The parties hereto are under no obligation to renew this Agreement after the expiration of the term set forth herein or any renewal thereof. Either party should give

notice in writing of its intention not to renew the Agreement at least six (6) months prior to the expiration of this Agreement.

SECTION V – REIMBURSEMENT

- 23.** 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 completion of the CONTRACTOR'S performance and setting forth the payment to be made.
- 24.** The Department agrees to pay the CONTRACTOR on a monthly basis within thirty (30) days of receipt a claim form as submitted in accordance with paragraph 23 of this Agreement.
- 25.** The anticipated total cost of this Agreement may not exceed \$_____. The anticipated total cost of this Agreement is an estimate and serves as the limit of obligation under this Agreement. Should it appear that the anticipated total cost may be exceeded, an amendment to the Agreement must be executed.

SECTION VI – BOOKS, RECORDS AND DOCUMENTS

- 26.** All case-specific information received and developed by the CONTRACTOR for the purpose of this Agreement is confidential and must be maintained in a manner consistent with applicable federal and NYS confidentiality statutes and regulations, including, but not limited to, 42 USC §671(a)(8), SSL §§372 and 422, Public Health Law (PHL) §2782, and 18 NYCRR Parts 357, 423, 428, 431 and 466.
- 27.** The records of individuals served by the CONTRACTOR under the terms of this Agreement must be made available to the Department and OCFS upon request, in a form, manner and time required by the Department or OCFS.
- 28.** The CONTRACTOR agrees to retain all books, records and other documents relevant to the Contractor's Agreement for six (6) years after the CONTRACTOR receives final payment for the services to which they relate, during which time authorized county, state 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

- 29. The Agreement may be terminated by the mutual written agreement of the contracting parties.
- 30. The Agreement may be terminated by the Department for cause, upon the failure by the CONTRACTOR to comply with the terms and conditions of this Agreement. The Department will give the CONTRACTOR written notice specifying the CONTRACTOR's failure.
- 31. 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 has failed, at any time, to comply with any applicable federal, state or local health, safety or fire code regulations; or in the event that any license, approval or certification of the CONTRACTOR, required by federal, state or local government is revoked, not renewed, or otherwise not in full force or effect, or in the event that the CONTRACTOR fails to secure a new such license, approval or certification during the term of this Agreement, if required.
- 32. Notice of termination will be given in writing specifying the reasons for termination and the effective date of termination. Such written notice will be delivered via registered or certified mail with return receipt requested or will be delivered 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 30 days from the date of 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 any event, the effective date of termination will not be later than the Agreement expiration date.
- 33. Upon termination or upon expiration of the term of this Agreement, the Department will arrange for the transfer to another CONTRACTOR of all children covered by this Agreement then serviced by the CONTRACTOR.

(If contracting with an agency)

IN WITNESS HEREOF:

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

_____ County Department of Social Services

By: _____
Commissioner

Date

Attachment B: QI Model Contract

By: _____
County Executive Date

Approved as to Form:

County Attorney Date

(Name of Agency)

By: _____
Executive Director Date

STATE OF NEW YORK (COUNTY OF _____)

On this _____ day of _____ 20____, personally came

_____ before me, to be known, who being duly sworn, did depose and say that (s)he resides in _____; that (s); he is an (the) _____ of the corporation described herein and which executed the foregoing instrument; that (s)he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that (s)he signed (her/his name thereto by like order.

My Commission expires: _____
Date

(If contracting with an individual)

IN WITNESS HEREOF:

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

_____ County Department of Social Services

Attachment B: QI Model Contract

By: _____
Commissioner Date

By: _____
County Executive Date

Approved as to Form:

By: _____
County Attorney Date

By: _____
Individual Contractor Date

STATE OF NEW YORK (COUNTY OF _____)

On this _____ day of _____ 20____, personally came

_____ before me, to be known, who being duly sworn, did depose and say that (s)he resides in _____; that (s); he is an (the) _____ of the corporation described herein and which executed the foregoing instrument; that (s)he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that (s)he signed (her/his name thereto by like order.

My Commission expires: _____
Date