



Providing community-based Mental Health, Intellectual Disabilities and Substance Abuse Services
Serving Counties of Augusta & Highland and the Cities of Staunton & Waynesboro

Sponsored Residential Contract

This Contract entered into this 1st of January, 2017 by Valley Community Services Board hereinafter called "VCSB" or "Provider," and [Click here to enter text.](#) hereinafter called the "Sponsor" to provide support services to an Individual hereinafter called "Individual."

WITNESSETH that the Sponsor and VCSB, in consideration of the mutual covenants, promises and agreements herein contained and or attached, agree as follows:

SCOPE OF SERVICES: The Sponsor shall provide services as set forth in this Contract document.

PERIOD OF PERFORMANCE: From 1/1/2017 through 12/31/2017. This Contract will remain in effect for a period of one year unless either the Sponsor or VCSB indicates a need for review or change.

CONTRACT DOCUMENTS: The Contract documents shall consist of a statement of general terms and conditions, Sponsor responsibilities, VCSB responsibilities, special conditions, and signatures of agreement. Compensation terms are represented in a Compensation Addendum to this contract.

It is understood and agreed that VCSB is commissioned by the Individual to develop a residential placement and assure community support and training to the Individual to assist in achieving their highest level of independent living and quality life experience. The Sponsor contracts with VCSB to perform the service for which VCSB has been commissioned by the Individual to provide. Both VCSB and the Sponsor are subject to the guidelines, covenants and performance expectations established by DBHDS (Department of Behavioral Health and Developmental Services), DMAS and Human Rights. The Sponsor cannot sub-contract the services established in this agreement.

MUTUAL AGREEMENT: Both parties agree the Sponsor is an independent, self-employed contractor in all respects and, therefore, is responsible for any and all personal credit references. VCSB does not have control over the Sponsor's day-to-day activities in any respect including, without limitation, their financial planning and personal spending. The Sponsor is responsible for managing its income and setting a budget to meet its needs and its future operational expenses. The terms of this contract are not intended to control the budgeting methods used by the Sponsor. The terms of this contract are intended to control the goals and requirements set by VCSB for continuation of the contractual agreement.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

GENERAL TERMS AND CONDITIONS

VENDOR'S MANUAL: This Contract is subject to the provisions of the Virginia Public Procurement Act and any revisions thereto, which are hereby incorporated into this Contract in their entirety except as amended or superseded herein. The appeals procedures set forth in the Department of Behavioral Health and Developmental Services Administrative Practices and Procedures Manual, Chapter Five (5), Contractual Services are applicable to these services.

ETHICS IN PUBLIC CONTRACTING: The parties, by entering into this Contract, certify that the contract was made without collusion or fraud and that no kickbacks or inducements were offered or received. The parties also certify the Individuals having responsibility for this contract have not conferred any transaction of payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value present or promised between parties.

ANTI-DISCRIMINATION: By entering into this Contract the Sponsor certifies to VCSB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act.

APPLICABLE LAW AND COURTS: This Contract shall be governed in all respects by the law of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Sponsor shall comply with applicable federal, state and local laws and regulations.

IMMIGRATION ACT: The Sponsor certifies that it does not and will not during the term of this Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

CONFIDENTIALITY: The Sponsor shall adhere to the rules and regulations promulgated by VCSB and by the Department of Behavioral Health and Developmental Services regarding safeguarding the confidentiality of Individual related information during and after the term of the Contract.

OBLIGATION OF SPONSORED RESIDENTIAL SPONSOR: The Sponsor covenants and agrees that he/she has satisfied himself/herself, from his/her own investigations of the conditions to be met, that he/she fully understands his/her obligation and that he/she will not make any claim for, or have right to cancellation or relief from the Contract because of any misunderstanding or lack of information.

AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that VCSB shall be bound hereunder only to the extent of the funds available for which may hereafter become available for the purpose of this agreement. VCSB will provide the Sponsor a sixty (60) day notice of budget restriction which will result in termination of this Contract.

SPONSOR RESPONSIBILITIES

SPONSOR AGREES:

PHYSICAL/ENVIRONMENTAL REQUIREMENTS:

To provide a certificate of use and occupancy, or equivalent, indicating the home is classified for its proposed purpose.

To maintain the physical conditions of the entire property which includes, but is not limited to, the home, garage all outbuildings, yard, etc. as outlined by all state, city and county regulations. If a new location or substantial change in the condition of the dwelling (major repairs or remodeling) is contemplated, the Sponsor will submit to the program supervisor a plan in writing for review and approval prior to beginning any modifications. If the modifications or adaptations to the home are deemed necessary to provide reasonable accommodations to ensure safety to the Individual and to allow for greater independence, this will be funded by the Sponsor. To make such minor structural modifications to the home within thirty (30) days of the signing of the Sponsored Residential Agreement that are deemed by VCSB, in its sole discretion, necessary for the safety of the Individual.

To provide on an annual basis written verification of an inspection and approval by state or local health authorities of the water supply system if is not part of a municipal system. Non-public water systems are to be tested for the absence of coliform, lead, and nitrate.

Septic systems should be inspected by a qualified professional every three years and verification of such inspection submitted to the program.

To ensure the home and furnishings are kept well maintained, safe, clean, dry, and free of foul odors. Floor surfaces and coverings are to promote mobility and maintenance of sanitary conditions. The home is to be free of clutter and dust and all rooms are to be accessible, regardless whether the individual uses the space.

To ensure the home is well ventilated. Windows and doors used for ventilation are to be screened. Temperatures within the home are to be maintained between sixty-five degrees (65°) and eighty degrees (80°) Fahrenheit.

To ensure adequate hot and cold water. Hot water shall maintain a range of one hundred degrees (100°) to one hundred ten degrees (110°). If the temperature exceeds one hundred ten degrees (110°) provisions must be in place to protect the Individual from injury due to scalding and included on the Individual's service plan.

To ensure sufficient lighting within the home, outside entrances, sidewalks and parking areas and in halls and bathrooms at night.

To ensure that garbage disposal, recycling, and composting do not create a breeding place for insects and rodents, nor an eyesore.

To submit, on an annual basis, verification of updated and renewed homeowners or renters insurance.

To ensure that the minimum room height is at least seven and one half (7 ½) feet. If they are not, there must be a DBHDS approved variance.

To ensure the provision of all appropriate furniture and bedding for the comfort and well being of the Individual.

To ensure when a bed is soiled that assistance will be provided to the Individual with bathing as needed, changing into clean clothing, and applying fresh bed linen.

Unless otherwise requested by the Individual, to provide the Individual with their own private bedroom assuring the Individual emergency egress. Single occupancy bedrooms are to have at least eighty (80) square feet of floor space. Dual occupancy bedrooms are to have at least sixty (60) square feet of floor space per Individual.

To ensure the Individual's bedroom has windows and doors that provide privacy, multi-family use bathrooms provide privacy for showers and toilets, and no route to the bathroom is through another's bedroom.

To ensure an Individual's bedroom located in the basement has a window providing emergency egress that is no more than forty-four (44) inches off the floor and is at least twenty-two (22) inches wide and twenty-four (24) inches long.

To maintain the home free from fire hazards by having operable smoke detectors are on each level of the home and in each bedroom, portable fire extinguishers near heat sources, including but not limited to, ovens, dryers, furnaces, fireplaces, space heaters, etc. Each home will have a CO2 detector in the home, even though there may not be any gas or propane used. Home with gas or propane heat or appliances and attached garages will have a CO2 detector on each floor of the home and near the source. If space heaters are used, they must have an automatic shut off in the event that they were to tip over. Kerosene heaters are not permissible.

Smoking will occur only in designated areas of the home, not in bedrooms, which provide for safety and adequate ventilation to ensure the health and safety of the Individual. If the Individual in the home has any respiratory issues, smoking must occur outside of the home and not in the presence of the Individual.

If firearms are kept in the home, the firearms and ammunition are to be stored in a locked cabinet in a safe, secure area.

To maintain a working telephone in the home that can be used by the Individual if requested and to allow the Individual privacy when using the telephone.

To ensure that all animals residing in the home, and/or owned by either the Sponsor family or the Individual(s) have had their rabies shots and that there are records on premises documenting this.

To maintain a well-stocked first aid kit to include latex gloves, thermometer, bandages (wrap/cravat), saline solution, Band-Aids, sterile gauze, tweezers, instant ice pack, adhesive tape, first aid cream, CPR mask and antiseptic soap/gel.

To maintain at all times a three-day supply of food and water (one gallon per person per day) to be used in case of an emergency.

To provide an operable flashlight or battery lantern readily accessible for emergency purposes in each bedroom.

To ensure that each individual's room has the ability to be locked and that the individual has a key. The Sponsor shall also have a key so that entry to the room can be made in an emergency situation.

TRAINING/DOCUMENTATION:

To have a high school diploma or equivalent.

To participate in and successfully complete within the required guidelines the following required training programs, which are provided through VCSB: Medicaid Waiver Training, Medication Administration, TOVA, First Aid, CPR, Human Rights, Universal Precautions/Infection Control and False Claims. Documentation of these trainings from other agencies may be accepted, however; if TOVA has been taken elsewhere, the Sponsor must meet with the Staff Development Specialist to review. The Sponsor will attend any other training as required/requested by the program.

If you are required to take a Medication Refresher course due to accumulating more than 10 points due to errors within one year (based on VCSB policy), VCSB will pay for the first class. However, the Sponsor will be responsible for any subsequent required classes due to unsatisfactory performance.

That all adult members of the household and anyone responsible for the care of the Individual sign a sworn disclosure statement and submit to a criminal history background check.

To own a home computer with Internet access and connected to a printer/scanner to permit printing and emailing of all required documentation

To complete in a timely manner, thorough and accurate documentation, in Microsoft Word and/or Adobe Reader, using acceptable grammar and spelling.

To complete thorough, accurate and signed Progress Notes within 24 hours of the date of the service provided

To submit completed Progress Notes via email within 24 hours of the date of the service provided, excluding weekends, holidays and prearranged approval due to vacations, etc.

To respond to all paperwork requests from the Sponsored Residential Program within 48 hours, excluding weekends and holidays.

To respond to phone calls from the Sponsored Residential Program on weekdays, the same day but within no more than 24 hours, excluding weekends and holidays.

To respond to all emails from the Sponsored Residential Program on weekdays, within 24 hours, excluding weekends and holidays.

To submit monthly a financial summary or statement of the Individual's Social Security (if Sponsor is payee) or personal funds via a petty cash form if the Sponsor is not payee.

To ensure all clothing and personal property of the Individual, either previously owned or acquired by the Individual during their time in the home, is the property of the Individual and goes with the Individual should they move as documented on the annual inventory. This inventory is to be updated as needed and reviewed quarterly.

TRANSPORTATION/OTHER RESPONSIBILITIES:

To provide and/or arrange for appropriate transportation, including the use of seatbelts, to all professional, medical, dental, therapeutic, recreational, social activities and day support activities as necessary and/or requested by the Individual.

To provide in a timely manner verification of automobile liability insurance, DMV registration and state inspection on all vehicles used to transport the Individual and to maintain an acceptable driving record, meaning 0 or more points.

To ensure that the necessary level of supervision for the Individual is provided at all times by either the Sponsor or another agency-approved individual over the age of eighteen (18).

When the Individual is receiving relief services from another contracted Sponsored Residential Sponsor or Relief Sponsor, it is the responsibility of the Sponsor requesting relief to compensate that relief provider.

That in order to ensure the health and safety of the Individual, the number of children allowed to be supervised by the Sponsor while the Sponsor is caring for the Individual will be determined on a case-by-case basis.

To ensure that should a Sponsor choose to drink, either in the home or in the community, that sobriety is maintained and/or that another approved Sponsor/Relief Sponsor is present to ensure the safety of the Individual.

To submit, in writing, to the program Supervisor for approval the proposed arrangements for the care of the Individual if the Sponsor is to work outside of the home.

To ensure that there is a plan in place for the care of the Individual if there is an Emergency situation involving the Sponsor (Emergency Plan)

To schedule, use and document the use of a minimum of eight (8) hours of relief per month to allow for personal time. This does not include relief used for mandatory training.

To ensure the Individual is provided opportunities to participate in household recreation and responsibilities, and in community religious, social, and educational activities and events as appropriate to meet the Individual's needs, interests and desires.

To ensure that the Individual has opportunities to be integrated and develop relationships with natural supports in the community (non-disabled, non-paid people).

To respect the confidentiality of information concerning the Individual and VCSB and share this information only with appropriate persons specifically authorized by written release of the Individual or VCSB. This includes information shared via any venue including but not limited to: social media, text, email, in writing, and in person communication. Any contact with the news media in reference to the Individual must be pre-approved by the VCSB Executive Director and must be in conformity with confidentiality guidelines.

To treat the Individual with dignity and respect at all times, adhering to State and VCSB Human Rights policies and procedures.

To assist the Individual to maximize the quality of their life, to significantly reduce or eliminate any need for using maladaptive behaviors, and agree to address any problems with the behaviors of the Individual with techniques and procedures approved by VCSB.

To participate in the development of the Individual's Plan of Supports to set the annual objectives which support the Individual's long-range goals, interests, needs and desires; to implement the Plan of Supports and provide on-going documentation of the Individual's participation and progress

That if Sponsor becomes unable or unwilling to continue as a Sponsored Residential Sponsor for the Individual, such Sponsor will verbally notify VCSB staff as soon as possible and submit in writing a sixty (60) day written notification of termination of contract. The Sponsor agrees to accept the responsibility to continue to provide a home and service, upon approval of the Program Supervisor, for up to sixty (60) days after notification, except in emergency circumstances.

REPORTING/REGULATIONS:

To annually submit verification of the capacity to financially support themselves up to ninety (90) days, approximately \$5000 - \$6000, independent of payments received for the provision of services rendered to the Individual. This cannot be a notarized letter from a friend or family member nor a line of credit on a credit card.

To contact the Community Living Specialist within eight (8) hours to notify them of the Sponsor or Individual's planned or unplanned absences from the home.

To report immediately to the Program any incidents such as, but not limited to, falls, illnesses, medication errors, unscheduled trips to a medical professional or behavioral incidents, etc. involving the Individual and to follow through with any requested documentation. If the incident created a possible exposure to HIV/HepB, testing will be provided at the expense of VCSB.

To prohibit the use of or presence of illegal substances in the dwelling or other environment under Sponsor's control and Sponsor further agrees that no one under the age of twenty-one (21) years will be permitted to use alcoholic beverages in those locations.

To notify the Program Supervisor of any car accidents, speeding or other violation tickets, regardless if the consumer is in the vehicle at the time of the incident.

To submit to a post motor vehicle accident drug screen test, at the expense of VCSB.

To notify the Program Supervisor when the Sponsor is involved in any legal issues that would impact the Individual in any way.

To ensure no more than two Sponsored Residential Individuals can be served in the same home.

To ensure the maximum occupancy in a Sponsored Residential home does not exceed seven (7) persons.

To ensure the Sponsored home can only contract with one residential vendor for service delivery.

To understand that as Sponsors, you are mandated reporters and must report any possible abuse, neglect, mistreatment and/or exploitation of the Individual in your care to the program and the Department of Social Services.

To allow the Program Supervisor to conduct a thorough home inspection at least annually. These inspections will include all areas of the property and home, including but not limited to, all outbuildings and garages, all bedrooms and closets, etc. The Program Supervisor will visit the home at least twice a year.

To be available for visits to the home by Sponsored Residential staff monthly, or more often as deemed necessary, and understand that unscheduled visits will occur at least quarterly, or more often as deemed necessary.

To be available for visits by the Department of Behavioral Health and Developmental Services Licensing Specialist, the Local Human Rights Advocate, Department of Social Services personnel and/or VCSB Quality Management staff.

To dispense medications in accordance with all applicable State and Federal laws for Medication Administration as set forth by the Department of Behavioral Health and Developmental Services and the Board of Nursing.

MEDICAL/HEALTH and SAFETY:

To provide a statement of certification by a physician indicating the absence of TB in communicable form for all permanent members (defined as anyone living in the home for more than 30 days) of the household. This will occur during the pre-contract period and once an Individual has selected to move into the home, an updated TB Screening form will be completed.

To submit to random drug/alcohol testing, at the Sponsor's expense, if requested by VCSB, submitting the results in writing, in accordance with VCSB's policy to assure a drug free environment

The Sponsor will submit to a pre-employment drug screening, provided at the expense of VCSB. The Human Resources Department will assist the Sponsor in this process.

To submit to physical and/or mental examinations, at the Sponsor's expense, at the request of VCSB to assure the continued ability to care for the Individual.

To be responsible for ensuring the provision of three balanced nutritional meals a day and snacks as desired by the Individual. When the Sponsor and Individual are out in the community and eat out, it is the responsibility of the Sponsor to pay for the meal, unless the meal chosen by the Individual would be considered extravagant. When on extended vacations out of the area, the Individual may assist in paying for his or her meal.

To ensure the Individual receives special diets as may be prescribed by their physician or in accordance with their religious or ethnic traditions or other specialized requests that may reflect their food preferences.

To accompany the Individual to professional and medical appointments and meetings, whether scheduled or emergency, and provide documentation within 24 hours of such visits.

MISCELLANEOUS:

To assume liability from and indemnify and hold harmless VCSB, its director, employees, volunteers, agents, and all elected or appointed officials, for injuries befalling persons participating in the Sponsored Residential Program while on the Sponsor's property or while traveling in the Sponsor's vehicle, or any other time while in the Sponsor's care or under their supervision; and that the Sponsor hereby assumes the risk from and indemnifies and holds the forgoing parties harmless with respect to any injuries and/or damages befalling the Sponsor, or any other member of the Sponsor's family, or the Sponsor's property occurring as a result of any act or omission of the Individual(s) placed in the Sponsor's home pursuant to this agreement. Such indemnity shall extend to attorney fees and costs, if any, incurred by VCSB or Individual in connection with or arising out of any indemnified claim.

Valley CSB does not serve to provide advisement or consultation on compliance with Federal or State taxation laws associated with contractual service agreements. Contractors are encouraged to seek advisement from qualifying professionals for questions relating to applicable tax code and law provisions.

VALLEY COMMUNITY SERVICES BOARD'S RESPONSIBILITIES

PROVIDER AGREES:

To provide the services purchased by the Individual according to the regulations and guidelines established by DBHDS, DMAS, and Human Rights.

To assess the Individual and Sponsor to assure, to the best of their ability, the placement will meet the needs of the Individual and be successful.

To provide a Community Living Specialist for consultation, support, and assistance with assurance of compliance with all regulatory requirements.

To provide training in Medicaid Waiver, Medication Management for Medication Aides, TOVA, First Aid, CPR, Human Rights, Universal Precautions/Infection Control and False Claims and any other trainings required to meet either needs of the Individual or agency/licensure requirements.

To share with the Sponsor relevant information about the Individual to assure appropriate service planning and support.

To assist with the development of the Individual's Plan of Supports

To assess the documentation of the Individual's participation and progress and complete a review quarterly.

To provide support regarding any Individual health/medical issues and concerns and assist as needed with the acquisition and/or coordination of services relevant to therapeutic treatment.

To provide behavioral support and assistance as the need arises, assist with the development of a positive behavioral support plan assuring compliance with relevant regulations and policies and assist with the acquisition of mental health support services.

To visit the Sponsor face to face at least once per calendar month for consultation, support, and service training. These visits may be scheduled or unscheduled.

To provide telephone support twenty-four (24) hours a day in the event of emergencies.

To respond to all paperwork requests from the Sponsor within 48 hours, excluding weekends and holidays.

To respond to non-emergency phone calls received from the Sponsor on weekdays, the same day but within no more than 24 hours, excluding weekends and holidays.

To respond to all emails from the Sponsor, within 24 hours, excluding weekends and holidays.

To conduct an annual home and property inspection to assure compliance with all State and agency regulations and guidelines.

To take responsibility and accountability for the provision of services to the Individual for utilization reviews and audits.

To maintain, to the best of their ability, a pool of relief Sponsors.

To obtain a DMV driving record annually for all operators of vehicles transporting the Individual. Sponsors must have a driving record with 0 or more points.

The compensation rate is based on the Tier Level determined by the Individual's Supports Intensity Scale (SIS) scoring. This new compensation rate has 21 days of non-billable time built in for when the Individual is away from their Program for periods of time exceeding twenty-four (24) hours.

This rate of compensation (*see Compensation Agreement in the Sponsor file*) is above and beyond the service fee the Individual pays the Sponsor from a portion of his/her SSI, SSDI and personal income.

The Sponsor will submit appropriate documentation to support the billed hours by the 1st business day of the month to the Sponsored Residential Program for approval and will be reimbursed for services rendered on or about the 10th business day of the month. The 10th business day will vary depending upon holidays, inclement weather days and dependent on what day of the week the 1st working day of the month falls on, which VCSB cannot control.

The Program will provide a schedule of pay dates to the Sponsor prior to January of each year.

SPECIAL CONDITIONS

TERMINATION OR MODIFICATION: This agreement may be terminated or modified as follows:

Either party may terminate with or without cause, upon sixty (60) days prior written notice to VCSB. In such an event, the Sponsor will be paid for services performed prior to the effective date of termination. If the Agreement is terminated by VCSB for cause, the Sponsor will be notified of the cause thereof in its notice of termination.

In the event of a material default by the Sponsored Residential Sponsor, this Agreement may be terminated without prior notice. For purposes hereof, a material default, shall be deemed to be a default, which, in the sole judgment and discretion of VCSB, poses a significant threat to the Individual, such as abuse, neglect or exploitation or any act that may endanger the physical, mental or emotional health of the Individual. In the event of a termination due to material default, payment for services rendered up to the date of termination will be the sole discretion of VCSB. Any amounts owed to the Individual by the Sponsor will be deducted from the Sponsor's final pay.

Upon the receipt of intent to terminate this contract by either party, the Sponsor will be charged for all training in progress or received within the last twelve (12) months. Such cost of training will be prorated over the last twelve (12) month period. These fees will be deducted from the Sponsor's final pay. Any overpayment of the Client Service Fee will be calculated and the Sponsor will return the funds to the payee.

VCSB has the right to modify the terms of this agreement upon fourteen (14) days prior written notice to the Sponsor, which notice shall specify the modifications of this Agreement. If the Sponsor does not desire to continue this Agreement as modified, they may terminate this Agreement upon sixty (60) days prior to written notice to VCSB. In the absence of written notice or termination from the Sponsor, this Agreement shall remain in force and effect as modified.

In the event of unforeseen circumstance such as the Sponsor's or the Sponsor's family member's serious health problem, disability, death, or other catastrophic loss this contract may be terminated in less than sixty (60) days.

Failure to comply with the contract requirements could lead to immediate termination of the contract.

SIGNATURES OF AGREEMENT

VALLEY COMMUNITY SERVICES BOARD

By: _____
Director of Developmental Services Date

By: _____
Residential Services Manager Date

By: _____
Sponsored Residential Services Supervisor Date

SPONSORED RESIDENTIAL SPONSOR

By: _____
Sponsor Date

Address: _____

Telephone: _____

CO-SPONSOR(S):

By: _____
Co-Sponsor Date

SAMPLE