



KIDS IN FOCUS CLIENT PLACEMENT AGREEMENT

- KIDS IN FOCUS GIRLS IN FOCUS LITTLE KIDS IN FOCUS
- KIDS IN FOCUS 2 LITTLE KIDS IN FOCUS 2

Date of Admission: _____

This agreement is made by and between _____

_____ (The referring agency), and Kids in Focus, Little Kids in Focus, Girls in Focus, Kids in Focus II and Little Kids In Focus II (divisions of Community Alternatives of Va, Inc.) for the purpose of the agreement (K.I.F.) will be used simplicity for the placement of:

Client Name: _____

DOB: _____ SSN: _____

In consideration of the promises and the covenants herein contained, the parties agree as follows:

ARTICLE I – Scope of Services

K.I.F. hereby agrees to perform the services described on Exhibit 2, attached hereto.

These services shall be provided in accordance with the terms and conditions of the Agreement and the following exhibits, each of which hereby is incorporated as part of this Agreement:

- Exhibit 1: Client Profile
- Exhibit 2: Specifications and Compensation

This agreement and all exhibits incorporated hereunto shall constitute the scope of services provided under this Agreement; provided, however, that K.I.F. shall retain the unilateral right to request changes in the scope of services based on the needs of the Client and that the changes are within the general scope of work to be performed hereunder.



ARTICLE II – Term

The term of the Agreement shall be for a period from ____/____/____ through and up to one year from date of agreement.

ARTICLE III – Consideration, Payment and Performance

A. The Referring Agency shall pay K.I.F. as described below:

The Referring Agency shall pay K.I.F. on a monthly basis at the agreed upon cost in accordance with Exhibit 2. K.I.F. shall submit invoices reflecting the Agreement control number from page 1 of this Agreement for services rendered in a timely manner and on a regular basis in four (4) copies identifying each item billed.

B. Payments to K.I.F. pursuant to this Agreement shall be made immediately after receipt of invoice from K.I.F. The Referring Agency agrees to mail payments to:

Kids in Focus.
P.O. Box 34686
Richmond Virginia 23234-0686

C. K.I.F. agrees to send all invoices to Accounts payable:

Name: _____

Address: _____



D. A proper invoice shall be sent in four (4) copies and shall certify that the work and services have been performed, that payment for this work has not been received, and that the amount specified is due and payable. Invoices are to be sent on the first of every month to the Referring Agency.

ARTICLE III – Virginia Law

This Agreement shall be construed, interpreted, and enforced according to the laws of the Commonwealth of Virginia.

ARTICLE IV – Amendments

This Agreement constitutes the entire agreement between the parties and all other communication prior to its execution, whether written or oral, with reference to the subject matter of this Agreement are superseded by this Agreement. Both parties, subject to any additional approvals required by the Commonwealth of Virginia, must first approve any amendment to this Agreement in writing. No amendment of this Contract shall be binding unless so approved and unless it is in writing and signed by both parties.

ARTICLE V – Non-discrimination

K.I.F. agrees: (a) not to discriminate in any manner against any client referred for placement because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonable to preclude the delivery or agreed services.

ARTICLE VI – Termination of K.I.F. contract with Commonwealth of Virginia or Counties / Cities

Notwithstanding anything contained herein to the contrary, in the event K.I.F.’ a contract with the Commonwealth of Virginia for the operation of the Kids in Focus in the Chesterfield County, Virginia, (the “Agency”) is terminated, this contract shall also be concurrently terminated.



ARTICLE VI-a – Responsibility for placement or resident after removal from the program

When a client at Kids in Focus is removed for misconduct, the placing agency agrees to locate, transports, and place the youth in an appropriate placement within 72 hours. If pending charges are before a local court, then the referring agency agrees to accept the youth for placement as soon as deemed appropriate by the court.

ARTICLE VII – Termination

Agreement shall be terminated if (a) the Client has successfully completed the Program; (b) the Client refuses to comply with the treatment program; (c) the Client exhibits assaultive behavior against staff / clients to the degree that he poses a threat to the safety / safety of other clients, staff, and / or himself; (d) an order from the Court is received for the release of Client named in Article; (e) either party fails to fulfill it's obligations under this Contract properly and on time, or otherwise violates any provision of the Contract.

The notice shall specify the acts or omissions relied upon as cause for termination. Prior to any such termination, the non-defaulting party shall provide written notice to the defaulting party specifying the cause of termination and afford a cure period of thirty (30) thirty days. In the case of termination / discharge due to Client acts, K.I.F. shall provide written notice to the Referring Agency and afford three (3) days to secure subsequent placement for the Client. The Referring Agency shall pay K.I.F. compensation due for satisfactory performance to the date of termination or discharge.

ARTICLE VIII – Delays and extension of time

K.I.F. shall provide the services of this agreement continuously and diligently. Time extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of K.I.F. including, but not restricted to, acts of God, acts of the public enemy, acts of the Commonwealth of Virginia in either it's sovereign or contractual capacity, fires and floods.



ARTICLE IX – Variation in estimated quantities

No equitable adjustment shall be permitted in favor of either K.I.F. of the Referring Agency in the event that the quantity of any pay item in this Agreement is an estimated quantity and the actual quantity of such pay items varies from the estimated quantity stated in the Agreement.

ARTICLE X – Retention of records and inspection clause

K.I.F. or any subcontractor shall retain and maintain all records and documents relating to this Agreement for three (3) years after termination or discharge and shall make them available for inspection and audit by authorized representatives of the Commonwealth of Virginia at all reasonable times.

ARTICLE XI – Compliance with laws

The contractor hereby represents and warrants that:

- A. It is qualified to provide treatment services to clients in the Commonwealth of Virginia and that it will take such action as, from time to time, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the Commonwealth of Virginia, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement;
- C. It shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement and shall comply with the provisions of the Department of General Services Contract Document dated December 12th, 1985, as applicable, attached to and made a part of this agreement, as Exhibit 4 entitled “Human Resources”.



D. It shall contain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

ARTICLE XII – Assignment

Neither K.I.F. nor the Referring Agency shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.

ARTICLE XIII – Indemnification

- A. The Referring Agency shall indemnify K.I.F. and the Commonwealth of Virginia against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Agreement.
- B. Neither K.I.F. nor the Commonwealth of Virginia has any obligation to provide legal counsel or defense to the Referring Agency in the event that a suit, claim, or action of any character is brought by any person, not party to this Agreement against the Referring Agency as a result of relating to the Referring Agency's obligations under this Agreement Contract.
- C. Neither K.I.F. nor the Commonwealth of Virginia has any obligation for the payment of any judgements or the settlement of any claims against the Referring Agency as a result of or relating to the Referring Agency's obligations under this Agreement.



D. The Referring Agency shall immediately notify K.I.F. of any claim or suit made or filed against the Referring Agency regarding any matter resulting from or relating to the Referring Agency's obligations under the Agreement, and will cooperate, assist, and consult with K.I.F. or the Commonwealth of Virginia in the defense or investigation of any claim, suit, or action made or filed against K.I.F. of the Commonwealth of Virginia as a result of or relating to the Referring Agency's performance under this Agreement. K.I.F. shall immediately notify the Referring Agency of any claim or suit made or filed against K.I.F. regarding any medical matter resulting from or relating to K.I.F.'s operation of the Kids in Focus.

ARTICLE XIV – Approvals

The Contract may be subject to approval by the Commonwealth of Virginia and certain of its agencies.

Kids in Focus will inform Guardian and appropriate authorities if client is absent from the program without prior approval. If approval is given by guardian for visitation this must be completed in writing before visitation takes place. Visitation may take place on or off campus with the approval of the Guardian. All visitation will take place in an appropriate area. Times for visitation will be agreed by the program and the referring agency at time of admission. Any planned absence of the client from the program will be approved by the Guardian.

The Guardian has been notified that all of the client's educational needs will be addressed within the program and may include outside consultation or contracted services.

The Guardian agrees that all client medical authorizations are addressed in the Medical Consent Form (see client file).

ARTICLE XV – Records on non-identifiable client data

Where activities supported by this Agreement produce non-identifiable records as to client original data, materials, reports, pictorial reproductions, drawings or other graphical representations and works of any similar nature, K.I.F. has the right to use, duplicate, and disclose, in whole or in part, in any manner for any purpose whatsoever and have others do so. The Referring Agency shall not release the results of this study or any reports or other materials resulting from it without the express written consent of K.I.F.. Further, these materials cannot be



distributed by the Referring Agency for a profit. If the material is copyrightable, the Referring Agency may copyright such with the approval of K.I.F. The Referring Agency will make available to the public all non-identifiable records as to client of documents pertinent to the receipt of expenditures.

ARTICLE XVI – Notices

All notices required to be given by one party to the other here under shall be in writing and shall be addressed as follows:

If to K.I.F.:

Kids in Focus
P.O.Box 34686
Richmond, VA 23234
Attention: Executive Director

If to the Referring Agency:

Contact name: _____



ARTICLE XVII – Representations

Each party to this agreement represents and warrants to the other that it has full right, power, and authority to execute this Contract. Furthermore, each party represents that neither party is to be construed as the primary drafter of this Agreement and it being the product of negotiations between the parties.

In witness whereof, the parties have executed this agreement as of the date herein above set forth.

Witness / Attest:

Referring Agency:

(Signature)

(Name & title)

Kids in Focus:

(Signature)

(Name & title)



Kids in Focus Request for Reports

- Court reports
- D.S.S. reports
- Police reports
- Victim reports
- Approved contact list
- No-contact list
- Psycho-social information
- Medical orders
- Medical history
- Family list (names & numbers)
- Education Assessments
- Parents / Guardians contact numbers
- Substance abuse history and relevant information
- Negative TB negative
- Work order
- Psychological evaluations
- Psychiatric evaluations
- Medical card
- Medication
- Prescriptions
- Social Security Number

Please forward referral information to:

Kids in Focus
P.O. Box 34686
Richmond, VA 23234
Tel. (804) 714 - 1812
Fax. (804) 714 - 1824



Exhibit 2 Specifications and Compensations

1. Licensure – The Kids in Focus shall provide a clinically based residential Group home licensed in the Commonwealth of Virginia.
2. Services – The Kids in Focus will provide the Client with a minimum of 1:4 staff to student ratios during normal programming hours (7:00 am – 11:00 pm), and a minimum of 1:4 staff to student ratio during the sleeping hours (11:00 pm – 7:00 am). Kids in Focus shall provide a program to assist in the understanding of the client. Clients shall be between the ages of 6 and 17 who meet the following criteria:
 - Client must have the ability to follow instructions and be independent
 - Client must be able to demonstrate DSM-IV, Axis I; behaviors in the last six (6) months and
 - Clients cannot be in need of one on one supervision, upon admission.
 - Client must be ambulatory

K.I.F. agrees to complete a full evaluation of client and make recommendations to the referring agency. K.I.F. shall provide a structured program with a full academic and therapeutic component including individual, group, and family therapy. Additionally, K.I.F. shall provide individual health screening, complete health appraisals, individual clinical evaluations, and assessments to meet each client's needs and to implement an individual treatment plan. The Treatment Team shall consist of appropriately licensed professionals and staff with relevant credentials to facilitate the clients in achieving the program goals through individualized treatment planning, progress reporting, discharge planning, and discharge summaries.

3. Compensation – As compensation for the services rendered pursuant to this Agreement,
The Referring Agency shall pay K.I.F. the rate posted on the CSA Registry. For a copy of the current rate sheet please contact the admissions office.

/Rev. 26 January 2009