# Carroll County Comprehensive Services Act to Youth & Families

# Policy and Procedure Manual

Revised December 2013

### **ACRONYMS**

CHINS CHILD IN NEED OF SERVICE

CPMT COMMUNITY POLICY AND MANAGEMENT TEAM

CPS CHILD PROTECTIVE SERVICES

CSA COMPREHENSIVE SERVICES ACT

DSS DEPARTMENT OF SOCIAL SERVICES

FAPT FAMILY ASSESSMENT AND PLANNING TEAM

FEM FAMILY ENGAGEMENT MODEL/MEETING

FPM FAMILY PARTNERSHIP MEETING

GAL GUARDIAN AD LITEM

IDEA INDIVIDUALS WITH DISABILITIES EDUCATION ACT

IEP INDIVIDUAL EDUCATION PLAN

IFSP INDIVIDUAL AND FAMILY SERVICE PLAN

MDT MULTIDISIPLINARY TEAM

MOU MEMORANDUM OF UNDERSTANDING

OASIS ONLINE AUTOMATED SERVICES INFORMATION SYSTEM

OCS OFFICE OF COMPREHENSIVE SERVICES

SEC STATE EXECUTIVE COUNSEL

SSA SOCIAL SECURITY ADMINISTRATION

SSI SUPPLEMENTAL SECURITY INCOME

TANF TEMPORARY ASSISTANCE FOR NEEDY FAMILIES

UM UTLIZATION MANAGEMENT

UR UTILZATIOIN REVIEW

VADSS VIRGINIA DEPARTMENT OF SOCIAL SERVICES

VEMAT VIRGINIA ENHANCED MAINTENANCE ASSESSMENT TOOL

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# CARROLL COUNTY COMPREHENSIVE SERVICES TO YOUTH AND FAMILIES

### NON-DISCRIMINATION POLICY

The Carroll County Community Planning and Management Team shall not discriminate against any client because of race, age, handicap, creed, religion, color, sex, or national origin.

### 1. CSA POLICIES AND PROCEDURES FOR THE PROVISION OF SERVICES

### A. Purpose:

Carroll County FAPT/CPMT will fulfill the mandates outlined in the Comprehensive Services Act for At Risk Youth and Families. Carroll County FAPT/CPMT will fulfill the intention of the Act "to create a collaborative system of services and funding that is child-centered, family-focused and community-based when addressing the strengths and needs of troubled and at-risk youths and their families in the Commonwealth" (Virginia Acts of the Assembly, Chapter 880, Section 2.2-5200). Comprehensive Services Act for At-Risk Youth and Families State Manual, June 2000, page 1.)

B. Code of Ethics:

### Code of Ethics Carroll County FAPT/CPMT

The Carroll County CSA will build a system of services funding that is child centered, family focused and community based when addressing the strengths and needs of troubled and at risk youth and their families in the least restrictive, appropriate environment.

Members of the Carroll County Community Policy and Management Team (CPMT) and Family Assessment and Planning Team (FAPT) will perform according to the best interest of the families, children, and community partners for which the Teams serve.

As members of the CPMT and FAPT, we will:

- Be impartial and fair in deliberations and processes in determining appropriate services for youth and families. Will work with honesty, diligence, responsibility, and commit to the highest ideals in stewardship of local/state resources.
- Act with integrity in all relationships. Treat all persons with a respectful and courteous manner.
- Dedicate our efforts in providing the most appropriate and least restrictive services through cooperation and collaboration in our professional dealings.
- Abide by the Conflict of Interest Act.
- Strive for excellence by maintaining and enhancing professional knowledge, skills, and abilities for ourselves and our colleagues.
- Abide by local, state and federal policy in order to properly administer the CSA Program and uphold the philosophy and purpose for its intended purpose.
- Be prepared to make decisions for families and youth that may not be popular but are in the best interest of the families and youth served.

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- Uphold and safeguard all confidential information discussed in service planning.
- Be above reproach and avoid the appearance of impropriety.

As members of the CPMT and FAPT We Will Not:

- Knowingly violate local, state and federal policy in administering the CSA Program.
- Knowingly sign, subscribe to, or permit issuance of information that contains a misstatement or omits relevant data.
- Knowingly violate the Conflict of Interest Act.
- Knowingly conduct or condone any illegal or improper activity.

### C. Local Structure for Implementation:

The Comprehensive Services Act (CSA) requires that each local government establish a Community Policy and Management Team (CPMT) and a Family Assessment, Planning and Treatment (FAPT) Team.

The CPMT manages and approves expenditures from the state and local pool of funds, establishes and ensures that appropriate utilization management and review procedures are being followed, monitors and implements local programs for at risk youth, and ensures that eligible youth receive access to services.

The FAPT Team assesses and reviews the children and families referred for services, assists the case manager in developing individualized family service plans according to the state-approved local Utilization Management/Utilization Review plan and provides the CPMT with recommendations for the expenditures of funding.

The CSA Coordinator assists both teams in carrying out the day-to-day administration of the implementation of the CSA.

Both the CPMT and FAPT Teams have specific membership requirements and different duties and responsibilities specified by the Office of Comprehensive Services.

### D. Children and Families Eligible for Pool Funds:

- 1. Children who are *eligible* for services provided with Pool Funds are those who meet one or more of the following criteria (Code of Virginia, Section 2.2-5212):
  - a. The child has emotional or behavior problems which: have persisted over a significant period of time or, though only in evidence for a short period of time, are of such a critical nature that intervention is warranted; are significantly disabling and are present in several community settings such as at home, in school or with peers; and require services or resources that are unavailable, inaccessible, and that are beyond normal agency services or routine collaborative processes across agencies or require coordinated services by at least two agencies.
  - b. The child has emotional or behavior problems, or both, and currently is in, or is at imminent risk of entering, purchased residential care. In addition, the child requires services or resources that are beyond normal agency resources or routine collaborative processes across agencies, and requires coordinated services by at least two agencies.

- c. The child or youth requires placement for purposes of special education in approved private school educational programs.
- d. A child has been committed to the local social services agency by a court of competent jurisdiction.
- 2. Children who are *targeted* to be served are those identified as having been served by the funding streams in the State Pool. These children are "presumed eligible and receive priority in accessing funds and services over children who are also determined to be eligible, but who were NOT previously served by the funding streams in the state pool. The *targeted* populations (Code of Virginia, Section 2.2-5211) include:
  - a. Children placed for purposes of special education in approved private school education programs, previously funded by the Department of Education through private tuition assistance (only private day and private residential placements for the purpose of receiving a free and appropriate public education).
  - b. Children with disabilities placed by local social services agencies or the Department of Juvenile Justice in private residential facilities or across jurisdictional lines in private, special education day schools, if the individualized education program indicates such school is the appropriate placement while living in foster homes or child-care facilities previously funded by the Department of Education through the Interagency Assistance Fund for Non-educational Placements of Handicapped Children
  - c. Children for whom foster care services, as defined by Code of Virginia, Section 63.1-110, are being provided to prevent foster care placements, and children entrusted to local social service agencies by their parents or guardians or committed to the agencies by any court of competent jurisdiction.
  - d. Children placed by a Juvenile and Domestic Relations District Court, in accordance with the provisions of Code of Virginia, Section 16.1-286, in a private or locally operated public facility or nonresidential program
  - e. Children committed to the Department of Juvenile Justice and placed by it in a private home or in a public or private facility in accordance with Code of Virginia, Section 16.1-284.
  - f. A child who qualifies under the guidelines in Appendix A as established in Dec. 2007 by State guidelines. All paperwork must be completed prior to request for funding.
- 3. Children who are *mandated* to be served are children who meet applicable foster care and special education mandates, who prior to the enactment of CSA, were served by the funds placed in the pool. The CPMT is required to anticipate and appropriate the sum of state pool funds from its allocation to meet the cost of services for mandated children. Children who meet mandated criteria are defined in Section 2 of the targeted population.

### E. Age of Eligible Children:

<u>Mandated Population</u>- a child less than eighteen (18) years old and any child through the age of twenty-one (21) who is otherwise eligible to mandated services of the participating state agencies including special education and foster care services. Special Education Children thru 22<sup>nd</sup> birthday.

<u>Targeted Population-</u> a child for whom services are <u>not</u> mandated are eligible to receive services, as defined in the service plan, through age 21, if these services were initiated before the child's 18<sup>th</sup> birthday, or if the services were ordered by a court of competent jurisdiction. There may be a parental co-pay for these children.

### SECTION 2: FINANCIAL POLICIES & PROCEDURES

### A. Fiscal Agent:

Carroll County Department of Social Services will serve as the fiscal agent for funds administered through the Comprehensive Services Act. The Fiscal Agent needs to be appointed by the Board of Supervisors to serve. The duties include approving the submission of the CSA Pool Reimbursement, Supplemental Allocations and Data Set reports.

### B. State Allocation Plan:

An annual state allocation will be utilized to fund the services approved by the CPMT. The Carroll County Community Policy and Management Team will review, modify if necessary, and approve the plan. The CPMT will work with The Fiscal Agent if additional moneys need to be requested.

### C. Expenditure of Funds/ Contracts for Services:

The FAP Team request for services must be approved by the CPMT at the next regularly scheduled meeting.

The FAPT Chair along with the CSA Coordinator will present fund reimbursement requests to the Community Policy and Management Team for approval. The Carroll County Community Policy and Management Team reserve the right to request an explanation from the Carroll County Family Assessment Planning and Treatment Team addressing any concerns. This will ensure that expenditures are made for specific youth.

The Carroll County Family Assessment, Planning and Treatment Team and the Carroll County Community Policy and Management Team are able to enter into a contract with any vendor who is licensed and listed in the service fee directory for foster care services as well as local and/or private vendors.

The CSA Coordinator is authorized to sign the purchase of service order in accordance with the allocation plan in the absence of the ongoing case manager/service worker; however the case manager is still responsible for the management of the case.

### D. Emergency Services:

In cases of emergency the Carroll County Community Policy and Management Team Chairperson or their designee, the CPMT Vice Chairperson, is authorized to approve funding/sign pre-authorization forms and/or purchase orders to make emergency foster care placements or secure services that will be reimbursed through the state pool fund. Service allocations shall not exceed \$3000.00 for emergency services that include shelter expenses and/or non foster care cases. Emergency Foster Care Placements will not have a funding cap.

The Social Work Supervisor is authorized to approve funding for foster care maintenance services only. These services should not exceed \$500.00 per youth for foster care children. .

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In any case, Medicaid, private insurance and other funding sources must be exhausted before CSA funds can be utilized.

Any emergency services approval by the CPMT representative/Service Supervisor must be presented to the Carroll County FAPT Team within 14 days of the initiation of services for approval.

The FAPT/CPMT have the authority to approve a case based on email poll for Safe & Stable Families Grant and Mental Health Initiative funding when applicable.

In the event of emergency placements and/or service allocations, The CSA Coordinator will be given the Preauthorization Form requesting prior approval for services by the appropriate FAPT member. The information will then be directed to the CPMT Chair/Service Supervisor for approval. If/when the service allocation is approved the CSA Coordinator is responsible for notifying the appropriate agency/worker. The CSA Coordinator shall be given all appropriate paperwork within 3 business days of approval for emergency service referrals. All necessary paperwork, including but not limited to - State Rate Sheet, CANS, documentation of Family Engagement, and SIGNED Certificate of Need shall be in place within 5 business days of placement, or the placing agency shall pay for the placement until proper paperwork is presented.

For children with special education plans and or IEP's thru the school system and need special education day placement services, CSA will pay for the education costs.

The Pre-authorization Form is located in the forms section of this manual

### E. Family Engagement:

Policy Recommendation Family Engagement State Executive Council

### Recommended Policy Statement:

Community Policy and Management Teams (CPMTs) are responsible for developing policies and procedures, including those that govern any Family Assessment and Planning Team (FAPT) and/or authorized multidisciplinary team (MDT) within their jurisdiction, to "provide for family participation in all aspects of assessment, planning and implementation of [CSA] services" (COV § 2.2-5208). The State Executive Council (SEC) maintains that any reasonable definition of this legislative requirement to provide for family participation must go beyond simply inviting family members to attend FAPT/MDT meetings and informing them about the decisions made through the FAPT/MDT process. The decision-making process, as supported by the Virginia Children's Services Practice Model, is a family driven process. This policy statement presents a model by which the CSA legislative intent to provide for family participation in all aspects of assessment, planning and implementation of services will be adopted locally.

- 1. The legislative requirement to provide for family participation in CSA is based on fundamental, underlying values of CSA, values which are shared across the agencies represented on the SEC and which are reflected in the Practice Model (<a href="http://vafamilyconnections.com/practice\_model.shtml">http://vafamilyconnections.com/practice\_model.shtml</a>) that has been developed through the Children's Services System Transformation. These values include the following beliefs:
  - a. All families have strengths;

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<sup>&</sup>lt;sup>1</sup> For purposes of this document 'family' is defined to include birth families, adoptive families, foster families, resource families, and households in which a child resides with a legal custodian.

- b. Families are the experts on themselves;
- c. Families deserve to be treated with dignity and respect;
- d. Families can make well-informed decisions about keeping their children safe when supported;
- e. Outcomes improve when families are involved in decision-making; and
- f. A team is often more capable of creative and high-quality decision-making than an individual.
- 2. CSA services are directed at achieving safety, stability, and well-being of children and their families, in the least restrictive, most family-based and most community-based way possible. Therefore, family members whose participation must be provided for through CPMT policies and practices include those who are impacted by or involved in the delivery of such services. Efforts must be made to include:
  - a. Children and youth receiving CSA services;
  - b. Their parents and caregivers, which may include birth parents, adoptive parents, foster parents, legal custodians, and any other primary or secondary caretakers, including prospective caretakers in the case of children who are in the custody of a child-serving agency;
  - c. Their siblings, which may include half-siblings and adult siblings;
  - d. Their grandparents and other adult relatives identified by either the family or a child-serving agency;
  - e. Other members of their household; and
  - f. Other relatives or non-relatives chosen by the child and/or family whose participation in any aspect of assessment, planning or implementation of CSA services would benefit the child and family.
- 3. CPMTs must have written policies for FAPT that outline the processes that will insure the best chance of family involvement.
- 4. The CPMT is responsible for providing policies for FAPT that insure consistent, efficient, and effective CSA services to children and their families. Redundant or duplicative processes must be streamlined across child-serving agencies to promote family engagement but CPMT policy also must describe how they align and integrate with those of the CPMT's member agencies.
- 5. Family involvement and participation are most effective when the process is guided and driven by the youth and family; when the youth and family identify the strengths and needs to be addressed; when the agencies involved are represented by staff who know, are known by, and are accepted by the youth and family; and when the youth and family participate in all aspects of assessment, planning and implementation of services COV § 2.2-5207 provides a process for and encourages the formation of child- and family-specific teams through a locality's FAPT and/or MDT processes.
- 6. CPMTs are responsible for instituting policies and practices that inform, prepare, and support family members for their participation in CSA, throughout the duration of their CSA services. This should be accomplished through communication and interaction methods that are appropriate to the family's cultural and linguistic needs and preferences, including providing written material to family members whenever possible. Meaningful family member participation is possible only if family members understand their rights and responsibilities with respect to CSA services; and if they are fully informed about and prepared to participate in the assessment, planning and service delivery process in their locality.
- 7. COV § 2.2-2648 gives the SEC authority to review and approve requests from CPMTs to establish collaborative, multidisciplinary team processes (MDTs) for children and families pursuant to § 2.2-5209. Consistent with the legislative and statutory goals of CSA, and with the Children's Services Practice

Model, that are cited above, the SEC will approve all MDT requests that comply with the following requirements:

- a. Policies governing the MDT must be in writing and made available for review by the SEC and OCS.
- b. The policies must specify how the MDT's practices and procedures align and integrate with those of the CPMT's member agencies, and include assurances that the membership of the MDT is family-driven. Documented family team processes adopted by any CPMT member agency (or agencies) can be included by reference in the CPMT's MDT policy to satisfy this requirement.
- c. The policies must explicitly authorize and set out a process through which funding approval requests will be submitted directly from the MDT to the CPMT.

CPMTs that adopt MDT policies complying with these requirements may implement them, with full authority provided under § 2.2-5207 and § 2.2-5209, provided that they notify OCS of their intent to do so and make their MDT policies available to OCS for review.

# CARROLL COUNTY DSS FAMILY ENGAGMENT POLICIES AND PROCEDURES

### I. <u>Definition & Purpose</u>

Family Engagement is a relationship approach that provides structured decision making allowing families, community members, and community partners to work together in the process of decision making while being empowered by their personal strengths. These meetings are held with the intension of preventing disruption within a family or placement by addressing a high risk or safety issue. The goal of the meeting is to aid in the decision making process by developing appropriate, individualized, and specific interventions for children and their families while empowering the families and involving support from community partners.

### \* CORE VALUES

- All families have strengths;
- Families are the experts on themselves and their needs;
- Families deserve to be treated with dignity and respect;
- Families can make well-informed decisions about keeping their children safe when supported;
- Outcomes improve when families are involved in decision-making.

### II. Family Partnership Meeting Criteria

### A. Critical Decision Points Necessary to Implement Meeting

In order for a Family Partnership Meeting to be conducted one of the following points must be met:

Emergency Removal or Considered Removal: The meeting is scheduled when the social
worker assesses a child is at high risk for removal based on abuse and/or neglect within
24 hours or prior to the initial court hearing regarding the emergency removal of a
child.

- Prevention/High Risk Level: The meeting is scheduled when a child is assessed at a high risk of abuse and/or neglect and on-going services may be necessary to prevent abuse and/or neglect. This meeting should be held within 30 days of initiating services and prior to developing an ongoing service plan.
- Change of Placement or Placement Disruption: The meeting is scheduled when potential disruption of placement is recognized, safety issues exist, or a move from current placement is believed to be necessary. This meeting should be held prior to the child being moved or within 5 business days after finding out about the possible need for movement.
- **Permanency Planning:** The meeting should be held prior to the changing of the permanency goal for a child. These meetings are to be held no later than 30 days prior to a permanency planning hearing.
- FAPT determines CHINS criteria: A meeting should be scheduled between the referring agency and the family when the FAPT Team determines CHINS criteria has been met. The FAPT Team will request the family participate with a Family Engagement Meeting to discuss strengths/concerns along with appropriate services. The case worker for the family will return to the next scheduled FAPT meeting with funding requests for services that were suggested at the Family Engagement Meeting.

### B. Participants of the Family Partnership Meeting

Each participant that is in attendance presents to the meeting through invitation by the birth parent and/or child or their involvement was deemed necessary due to their involvement with the families or potential services they can provide to the family.

- Facilitator: An individual that has been properly trained to lead the solution based
  meeting process. This individual is impartial towards all parties involved in the process
  and promotes a safe environment. The role of the facilitator is to keep the meeting
  focused and moving through the decision making process while ensuring that all parties
  involved are allowed to actively participate
- Birth Parents/Guardian: The birth parents should be recognized as the expert on their family's needs and strengths. The meeting should not be held without the involvement of the birth parents unless their rights have been terminated or the purpose of the meeting is to consider an emergency placement and the decision to remove the child from the home which must be made by the agency within 24 hours. Every effort should be made to involve the family and the meeting should not occur unless the family is not available or chooses not to participate. If the family is not present the reason for their absence should be well documented.
- Child/Adolescent/Young Adult: Any youth ages 10 and older are invited to participate
  in the meeting unless deemed inappropriate due to the developmental and emotional
  maturity.
- Extended Family and Non-Relative Supports: Anyone invited by the youth, parents, guardians, or social worker to act as a support or resource for the family.

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- Current or Previous Caregivers: Any person that is a relative, non- relative, or foster parent that has served as a caregiver for the child or children in question.
- Social Worker: Individual that will make the initial referral for the meeting based
  upon high risks and concerns they have identified. The social worker will provide all
  relevant information to the facilitator including services history. This individual is
  responsible to ensure the Department of Social Services policies are followed and will
  make the ultimate decision in absence of consensus within the meeting.
- Supervisor: This individual serves as the expert on program policy and the process for accessing services within the locality.
- Community Partners: These individuals provide support, resource expertise, and external perspective regarding the decision making process within the meeting. All community partners are to be invited to the meeting by the agency, birth parents, guardians, or current caregivers for the children.
- Service Providers: Any person who is currently, has previously been, or is willing to be involved with the child and/or family. These individuals are able to provide information within the meeting regarding service history or beneficial service opportunities.
- Guardian Ad Litem (GAL), Parent's Attorneys, and/or the Court Appointed Special Advocate: A court appointed representative for one or more of the involved parties.
- Other Public Agency Staff: This may include any public agency staff such as eligibility staff, probation officers, school staff, or any other person able to provide information relevant to the purpose of the meeting.

### C. Scheduling

- The worker/agency requesting the meeting will complete the agency check sheet for a Family Partnership Meeting to determine whether or not the case in question meets criteria for a meeting.
- Worker/Agency will staff the case with their Supervisor.
- The Social Worker and/or Supervisor will meet with the Facilitator to provide the Facilitator with the necessary information to schedule the meeting.
- The Facilitator will make all necessary arrangements for the meeting including contacting all relevant parties as well as scheduling a date, time, and location for the meeting that is conducive for all involved parties.
- The Family Partnership Meeting should take no more than 1  $1\frac{1}{2}$  hours per meeting
- Family Partnership Meetings will be scheduled at the local DSS during normal business hours. Out of agency meetings and after hour meetings will only be scheduled when other alternatives have been exhausted.

• A Family Partnership Facilitator can be contracted from another agency when a local facilitator is unavailable to conduct a meeting. CSA can be billed for the facilitator expense. CPMT will approve the funding for a contracted facilitator.

### D. Prior to the Family Partnership Meeting

- The Social Worker will meet with the family prior to the meeting to provide an
  explanation of the meeting and ensure they have an understanding of what will be
  discussed as well as who will be present.
- The Worker will meet with the Facilitator to discuss all information relevant to the purpose of the meeting.
- The Facilitator will contact the family to identify any individual(s) the family would like
  to invite to the meeting. These will be individuals that provide support to the family
  and/or child
- The Worker will provide the Facilitator with any information related to any special needs in regards to safety, security, language interpretation and physical accommodations. If the child will be present the Worker is to provide the Facilitator with information regarding the specific needs for the child and appropriateness for length of participation with the meeting.
- The Facilitator is responsible for inviting all necessary participants to the meeting
- The agency is responsible for providing supervision for any child(ren) that will be participating in the meeting

### E. Stages of the Meeting

### Introduction

- a. The Facilitator will explain the purpose and goals for the meeting. The Facilitator will thoroughly emphasize that participation by all parties is important and the goal of the meeting is for all parties involved to reach a consensus however the agency reserves the right to make the final decision since they are mandated to ensure the protection of the child.
- **b**. Introduction of all participants including their role and relationship to the child/family/case and circulate participation list for signatures.
- c. Ground Rules will be discussed and established by all parties involved and all input will be considered however the following ground rules are to be included without exception:
  - 1. The Facilitator will begin and end the meeting;
  - 2. The Facilitator is the person who will keep order within the meeting and no one else is to attempt to run the meeting or call someone out of order;
  - 3. The meetings will be safe for all parties involved therefore no weapons or threats will be tolerated;

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- 4. Everyone will be treated with respect;
- 5. One person speaks at a time without interruption;
- 6. No name calling, belittling, or cursing will be tolerated;
- 7. Cell phones should be shut off or placed on vibrate and or not to be answered during the meeting;
- 8. At any point during the meeting the Facilitator can ask anyone that is not following the ground rules to leave the meeting and they must do so immediately

### • Identify the Situation

**a**. The Worker is to provide a summary of events and reasoning for requesting a meeting including the specific concerns

### Assess the Situation

- a. Identify Strengths of the family and this is always to begin with the family and then allow all other participants to identify strengths ending with the Worker as the last person to identify strengths of the family
- **b**. Identify safety risks and concerns including the needs of the family which should also always begin with the family and then allow all other participants to identify strengths ending with the Worker as the last person to identify risks/safety concerns.

### • Develop Ideas for Action Plan

- **a.** Brainstorm to develop ideas to address the initial concerns as well as any other concerns that have been identified throughout the meeting. Through the brainstorming process address the four following categories
  - 1. Plan to provide safety;
  - 2. Services to reduce risk and prevention of placement or placement disruption
  - 3. Placement/Custody options and circumstances
  - 4. Permanency Planning

### • Reach a Consensus/Decision

- **a**. Safety and protection in the least intrusive/least restrictive manner possible
- **b**. Specific Action Plan is developed
- c. Timely linkage to services

### Recap/Closing

- a. The Facilitator is to summarize the decisions made including which parties are responsible for which actions within the plan as well as specific time frames for each
- **b**. Inform the group members of the possibility for a follow up meeting
- c. Provide adequate time for any questions or concerns by any present party
- **d**. Provide encouragement and thanks for all participation

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### F. Confidentiality

All information shared within the meeting will be kept confidential with the exception of the necessity of use for case planning, court proceedings and investigation of any new allegation of abuse/neglect should such information be relayed within the meeting. Also all other professional individuals outside of the Department are also bound by confidentiality however this agency cannot ensure the protection of a family's right to confidentiality by any other outside sources such as relative or other support that is present.

### III. After the Family Partnership Meeting

### A. Facilitator Responsibilities

- Finalize the meeting summary form including gaining signatures for all parties present within the meeting;
- Ensure that all participants receive a copy of the meeting summary;
- Document summary of the meeting in OASIS if it is a DSS meeting;
- Meet w/the Worker and Worker's Supervisor for a debriefing meeting to discuss the outcome of the meeting and OASIS documentation if applicable;
- Schedule follow up meetings as necessary

### B. Worker Responsibilities

- Ensure through follow up with the determined action plan;
- Schedule a meeting with the Family Assessment and Planning Team (FAPT) to present the action plan established within the meeting and assess/request appropriateness for securing funding for services determined appropriate through the meeting
- Meet with the Facilitator to schedule follow up meetings as necessary

### C. FPM Funding

 Any Family Partnership Meeting held by DSS and paid by CSA funds will receive a reimbursement to CSA funds if/when the VADSS provides initiative funds for that meeting.

### F. Intensive Care Coordination Services:

Children placed in a residential/TFC placement or families in need of services to prevent residential placement can access Intensive Care Coordination Services by having their case manager present the case to the FAP Team for funding. The FAP Team, Case Manager, and parent, when appropriate, will discuss each case and decide if ICC services are suitable. If services are agreed upon all rules of CSA will apply and the case will be referred to the local CPMT for final approval of funding.

### G. Parental Co-Payment:

A guiding principal of the Carroll County Community Policy and Management Team is that parents should be actively involved in the planning and delivery of services to their children. This involvement includes participating in the FAPT meeting as well as financially where appropriate. The Family Assessment, Planning and Treatment Team shall assess the financial situation of the family and address parental support with the parents during the FAPT Team staffing prior to the initiation of any services. Any contributions from parents will be applied to the cost of services. Parents will not be charged for services mandated by a school IEP. The copayment amount will be a set fee for community based services and the current sliding scale fee for residential/out of home placements. A copayment will not be evaluated for foster care cases or IEP cases. The parents will continue to have the option to volunteer within the community, participate with community courses/classes or participate

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with day reporting program if they are unable to pay the co-payment. A family may also complete a "request for waiver" form to be presented to the CPMT if they are unable to meet any of the requirements for the parental copayment.

The amount of financial support sought from parents will vary depending on the family's gross income for residential/out of home placements. The referring agency/case manager will be responsible for collecting proof of income from the family and will present to the CSA Coordinator before the FAPT meeting. The parents will complete/sign the financial form attesting all information is true and accurate to the best of their knowledge. Any false/fraudulent information provided by the family could result in the termination of services and be subject to repayment to the CSA program. The CPMT will have the authority to determine if a case should be terminated and/or if a refund to the CSA program is warranted. If the child is in a residential placement, Social Security benefits may be utilized, if available.

Parental support and third party payments should be made to the fiscal agent marked to the attention of the CSA program. The fiscal agent will receipt parental copayments to the CSA Budget line. Those children who are in the custody of the Department of Social Services and whose payments exceed the cost of services provided will have a special welfare fund account established in their name and all excess funds will be credited to that account. These accounts will be processed in accordance with regulations established by the Virginia Board of Social Services.

The CPMT has the ability to consider recommendations from the FAP Team to waive or lower the copayment fees for specific youth/families or provide alternative means of payment such as volunteer services and trainings offered within the community. The worker presenting the funding request will be responsible for informing the family about volunteer services and trainings offered within the community. The FAPT is responsible for assisting the worker in obtaining the information to provide to the family. The youth's Case Manager will be responsible for establishing and monitoring any alternative payment program. Parental unwillingness to accept co-payment responsibility for the provision of services, or unwillingness to cooperate in the delivery of services, may be viewed by the Community Policy and Management Team as being detrimental to the effectiveness of services and may disqualify the family from receiving CSA-funded services. The CPMT will have the authority to decide if a service will be terminated or refunded if payments are not made for services rendered. The CPMT also has the authority to waive the payment by majority vote of the CPMT.

Parental co-payment forms and current sliding scale fee chart are located in the forms section of this manual.

### H. Non-mandated Funds:

Determination of the availability of non-mandated state pool money available will be the first factor.

- Each child who is being referred for a non-mandated service will also have the family financial status
  and fee assessment considered before service approval. Families who refuse to give this
  information or who refuse to accept responsibility for fee payment or alternative participation may
  be ineligible for the service under consideration.
- Available community resources and services will be considered prior to utilizing non-mandated funds for any non-mandated-services.
- Residential placements for non-mandated students will not be considered, but programs that accept non-CSA funded placements can be suggested to parents.
- The child and family will make use of any payment sources (such as health insurance) available to them before the use of non-mandated funds is considered.

### I. Non-payment for Services:

- Parents who find themselves unable to make payments after the initial financial assessment has been made are required to contact the case manager and provide verification as to their financial hardship. The case manager will assist the family in calculating a reduced payment until the family can get "caught up" or the family can agree to participate with volunteer services or available trainings within the community. It is the responsibility of the case manager to inform the FAPT Team/CSA Coordinator of the situation.
- 2. If a payment is not received within two weeks, a certified letter will be sent to the parent signed by the chair of the CPMT.
- 3. If a payment is still not made within thirty days of the last payment due, services will be terminated by majority vote of the CPMT.

### J. Co-pay Exceptions:

Parents of children receiving educational services contained on an Individualized Education Plan (IEP) are exempt from parental contribution requirements for those services documented on the IEP per the *Individuals with Disabilities Education Act (IDEA)*.

Parents of children in the custody of the Department of Social Services shall be referred for parental assessment and collection to the Division of Child Support Enforcement per the *Code of Virginia*: 20-108.2.

Parents of children receiving CSA-funded residential services who receive Supplemental Security Income (SSI), Social Security Death Income, or child support on behalf of the child that is served shall be required to immediately inform the Social Security Administration or child support of the child's change of residence and have money directed to pay for services. It is the responsibility of the child's Social Worker to ensure this occurs.

Co-payments will not be assessed for services provided in the home and/or community for a child that is receiving SSI benefits or if the family is receiving TANF benefits.

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Co-payments will not be assessed for services provided in the home and/or community for adults that are not responsible to support child/children as defined by TANF policy, such as children in the custody of grandparents or other relatives.

K. <u>Administrative funds</u> – The local DSS receives an administrative allowance as part of the CSA budget each fiscal year. The Carroll County CPMT has declared these funds will be designated to the CSA Coordinator's salary only and will not be used for any other agency administrative expenses.

### L. Promoting Safe & Stable Families Grant (PSSF) -

# PROMOTING SAFE & STABLE FAMILIES (PSSF) GRANT POLICY GUIDELINES FOR FAPT/CPMT EFFECTIVE 10-01-2013

The Promoting Safe & Stable Families Grant is a grant offered to the local DSS as an alternative funding source to provide services to needy families and at risk youth. Community partners as well as the local DSS are eligible to utilize grant funding. The grant application is to be completed by the DSS Director and submitted to the Community Policy and Management Team for approval. The completed application will be signed by the DSS Director and CPMT Chair. Quarterly reviews will be completed by the CSA Coordinator with approval from the DSS Director and CPMT Chair. Narratives from the agency utilizing funding will be provided to the CSA Coordinator to be included in the quarterly reviews. These narratives will be required to be completed by the appropriate agency in order to continue to receive the grant funding. Failure to complete the narratives and/or review information will result in the loss of grant funding.

Community agencies are eligible to obtain grant funds by presenting their request to the Family Assessment and Planning Team. The FAPT will assess the case to ensure it meets the PSSF guidelines, if it is an eligible case it will then be presented to the CPMT for approval. The cost of services will be determined by the specific agency's rate schedule. When funding is approved the CSA Coordinator will contact the agency case manager that has requested the services. The vendor will submit an invoice to the Fiscal Agency for payment.

FAPT and CPMT will abide by The Promoting Safe & Stable Families Grant policy for any funding used for the purchase of services.

### Section 3: APPEAL PROCESS:

The Carroll County Community Policy and Management Team will ensure that due process procedures for complaints and appeals are followed. In cases not before a court or subject to appeal under

applicable statutes, the youth and family will have the right to appeal the FAPT service plan based on the Carroll County Community Policy and Management Team's approved procedures for appeal. Any youth or family dissatisfied with any action of the FAPT Team may file a written request and/or contact the CSA Coordinator for assistance in developing a written statement for review to the CPMT within 30 calendar days of the meeting/funding decision.

The case manager provides the youth/family with appropriate notice of meetings and actions related to their case. Prior to the FAPT meeting the case manager will provide the family with a copy of their rights and require the family sign a release of information form. This information will be maintained in the case manager's record as well as the CSA record. If a family is not in agreement with the Individual and Family Service Plan (IFSP), the FAP Team will provide a copy of the IFSP and information regarding their right to request review of the FAPT decision by the CPMT within thirty (30) calendar days. In accordance with the Privacy Protection Act, the parent of a child staffed by the FAP Team, upon written request, shall be afforded an opportunity to inspect and review FAPT records (unless otherwise prohibited by law). If a parent believes the information is incomplete, inaccurate, or not pertinent, the parent may request the FAPT Team to amend the record. If this is not granted, the parent has the right to file a written statement within 10 calendar days to be part of the record. The family has the option to contact the CSA Coordinator for assistance with developing a written statement to obtain the CSA information.

The CPMT shall respond in writing to the youth and family's request for review within thirty (30) calendar days. Mediation may be used to resolve the disagreement, however, mediation shall not be used to deny or delay a youth and family's right to review.

The CPMT will make the final decision on funding/denying any appeal request

### Section 4: COMMUNITY POLICY AND MANAGEMENT TEAM (CPMT)

### A. Membership (Code of Virginia, Section 2.2-5207)

Minimum state requirements for membership dictate that agency heads or their designees of the Community Services Board, Department of Social Services, Health Department, Juvenile Court Services Unit, and School Division be represented on the CPMT. Other mandatory requirements for membership include a parent representative, a private provider representative (if a private organization or an association of providers is located within the locality), and an elected or appointed official (or designee) from the governing body of the locality.

Parent representatives shall be appointed by the Carroll County Board of Supervisors. Should the parent representative be unable to attend for three consecutive meetings, The CPMT Chair will contact the representative to see if they wish to continue as an active member and assure they will attend meetings. If they can no longer attend meetings, the County Board of Supervisors will be asked to appoint a new Parent Representative.

Each team member representing an agency will have one person from their agency, also appointed by the department head, who will serve as their designee if they are unable to attend a meeting. The designee will carry the same authority and responsibility as a team participant. The Chairperson of the CPMT may report any member of the CPMT who fails to personally attend or send a designee to at least 75% of the regular meetings within any calendar year to the Carroll County Board of Supervisors.

The CPMT Chair and CSA Coordinator will provide orientation/training to any new FAPT/CPMT member and parent representative. An orientation packet will be given to new members that will include state/local information regarding CSA procedures, the responsibility of the FAPT/CPMT and any training information that is currently available by the Office of Comprehensive Services.

The FAPT/CPMT members that are required to complete a Conflict of Economic Interest Clause will house the form/information w/in their prospective agencies. The member will submit a statement to the CSA Coordinator indicating where their form is housed and that to the best of their knowledge there is not a conflict between their information and the cases/services that are being presented/funded by the CPMT. The CSA Coordinator can also verify the completion of SOIE forms with the county clerk's office, or human resources officer when needed. The information and statement will be updated annually, and the statement will be kept in the local CSA/CPMT policy manual in the CSA Coordinator's office. The parent representative and private provider will submit their form to the CSA Coordinator to be housed in the CSA office.

### B. <u>Duties and Responsibilities</u>

The Carroll County Community Policy and Management Team has a responsibility to manage the effort in the community to better serve the needs of at-risk youth and their families and to maximize the use of state and community resources. As per the Code of Virginia, Section 2.2-5205 the CPMT has the responsibility to:

- 1. Develop interagency policies and procedures to govern the provision of services to youth and families in the community.
- 2. Develop interagency fiscal policies governing access to the state pool of funds by the eligible populations including immediate access to funds for emergency services and shelter care.
- 3. Establish policies to assess the ability of parents or legal guardians to contribute financially to the cost of services to be provided and, when not specifically prohibited by federal or state law or regulation, provide for appropriate parental or legal guardian financial contribution, utilizing a standard sliding fee scale based upon ability to pay. To provide alternative means of contribution such as requesting the family to participate with classes/trainings/volunteer services within the community.
- 4. Coordinate long-range, community-wide planning which insures the development of resources and services needed by youth and families in its community.
- 5. Establish policies governing referrals and reviews of youth and families to the FAP Team and a process to review the Team's recommendations and requests for funding.
- 6. Establish quality assurance and accountability procedures for program utilization and funds management.
- 7. Establish procedures for obtaining bids on the development of new services.

- 8. Manage funds in the interagency budget allocated to the community from the state pool of funds and any other source.
- 9. Authorize and monitor the expenditure of funds by the Family Assessment, Planning and Treatment Team.
- 10. Have authority to submit grant proposals which benefit the community to the state trust fund and to enter into contracts for the provision or operation of services upon approval of the participating governing bodies.
- 11. Serve as the community's liaison to the Office of Comprehensive Services for At-Risk Youth and Families, reporting on its programmatic and fiscal operations and on its recommendations for improving the service system, including consideration of realignment of geographical boundaries for providing human services.
- 12. Collect and provide uniform data to the State Executive Council on, but not limited to, expenditures, number of youth served in specific CSA activities, length of stay for residents in core licensed residential facilities, and proportion of youth placed in treatment settings suggested by a uniform assessment instrument for CSA-funded services.
- 13. Establish and appoint one or more Family Assessment Planning and Treatment Teams, as the needs of the community require.

### C. Duties of CPMT Officers

CPMT officers including CPMT Chair, Vice Chair and Secretary may be rotated on an annual basis to provide an opportunity to develop competencies, proficiency, and multi-disciplinary collaboration in administering the CSA program by all CPMT members.

### Chairperson

- To preside at all meetings of the CPMT
- To provide an agenda for the CPMT meeting
- To appoint committees necessary for operation of the CPMT
- To keep the Carroll County Board of Supervisors informed of the activities of the CPMT
- To sign contracts, allocation plans, and supplemental paperwork
- To notify members of meetings
- To call special meetings as needed
- To monitor the balance of funds available from the most recent allocation
- To work closely with the CSA Coordinator/Vice CPMT Chair.

### D. Meetings

Regular meeting times shall be determined by the CPMT. Special meetings of the CPMT may be called by the Chairperson or upon written request of two members. The quorum for all CPMT meetings shall be 50% of its members or designees. Meetings will generally be conducted informally with decisions

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reached by consensus. Should consensus not be achieved, <u>Robert's Rules of Order, Newly Revised</u> will be invoked.

### E. Confidentiality

All information about specific youth and families obtained by CPMT members in the discharge of their responsibilities shall be confidential under all applicable laws, mandates, and licensing requirements. The CPMT shall not discriminate on the basis of race, gender, age, religion, socioeconomic status, disability, or national origin.

The CPMT members will sign a Confidentiality Agreement Statement. The form will be updated as needed when members are appointed and/or leave their perspective Teams. The Agreement will be kept in the local CPMT/CSA manual in the CSA Coordinator's office.

### F. Coordinated Long Range Planning (Code of Virginia, Section 2.2-5205)

The Community Policy and Management Team shall coordinate long-range; community-wide planning that ensures the development of resources and services needed by children and families in its community. These features should be included in the planning:

- 1. Adoption of a community philosophy with respect to the provision of human services for at-risk youth and their families.
- 2. Identification of the current service delivery system including the following: services purchased outside of the community; the range of services provided; and an assessment of the current strengths and needs of the existing system.
- 3. Adoption of a planning document based on the identified philosophy and current system.

  Information is located in the forms section of this policy

### 5: FAMILY ASSESSMENT, PLANNING AND TREATMENT TEAM

### A. Membership

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Department heads of agencies serving on the Carroll County Community Policy and Management Team (CMPT) will appoint membership on the FAP Team. FAPT agencies specified in the Code shall have permanent seats on the Team. Each Team member will have one designee person from their agency, also appointed by the department head, who will serve as their designee if they are unable to attend a meeting. This person will carry the same authority and responsibility as a Team participant. FAPT membership shall be reviewed annually by the CPMT, or on an as needed basis if requested by the FAPT.

The FAP Team shall be composed of representatives from the following community agencies who have authority to access services within their respective agencies: Mount Rogers Community Services Board, Juvenile Court Service Unit, Carroll County Public Schools, Carroll County Department of Social Services, and a local private provider. The CSA Coordinator will also be in attendance at the FAPT meeting; however the Coordinator will not have a vote in service approval for youth and families presented to the Team.

The Team shall also include a parent representative, appointed by the Board of Supervisors. Should the parent representative be unable to attend for three consecutive meetings, The CPMT Chair will contact the representative to see if they wish to continue as an active member and assure they will attend meetings. If they can no longer attend meetings, the CPMT will be notified and will request the

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County Board of Supervisors to appoint a new Parent Representative. Parent representatives who are employed by a public or private program which receives funds pursuant to this chapter may serve as parent representative provided that they do not, as a part of their employment, interact directly on a regular and daily basis with children or supervise employees who interact directly on a daily basis with children. Notwithstanding this provision, foster parents may serve as parent representatives.

The FAPT members that are required to complete a Conflict of Economic Interest Clause will house the form/information w/in their prospective agencies. The member will submit a statement to the CSA Coordinator indicating where their form is housed and that to the best of their knowledge there is not a conflict between their information and the cases/services that are being presented/funded by the CPMT and CSA. The private provider and parent representative will return their information to the CSA Coordinator to be housed in the CSA office. The information and statement will be updated annually, at the beginning of each fiscal year, and on an as needed basis when there are changes to the members of the FAP Team. The statement will be kept in the local CSA/CPMT policy manual in the CSA coordinator's office.

### B. **Duties and Responsibilities**

The FAPT shall "assess the strengths and needs of troubled youths and families who are approved for referral to the team and identify and determine the complement of services required to meet these unique needs." (Code of Virginia, Section 2.1-754).

Specific responsibilities of the FAPT include (as outlined in the Comprehensive Services Act for At-Risk Youth and Families State Manual, June 2004, page 16).

- 1. Review referrals of youths and families to the Team;
- 2. Provide for family participation in all aspects of assessment, planning, and implementation of services, to include using the Family Engagement process. The family is expected to attend the initial FAPT meeting and any meeting held thereafter unless attendance puts the family at risk of losing current employment. The CPMT allows the FAPT to reserve the right to allow/deny case presentations based on the circumstances of the case and the reason why the family did not attend the FAPT meeting;
- 3. Have each family sign they received a parental rights form;
- 4. Discuss/compose the individual and family services plan (IFSP)/Utilization Review for youths and families provided by the case worker. The IFSP/UM/UR provided by the case worker will be a draft/recommendation; the FAPT will compose the final documentation.
- 5. Refer the youth and family to community agencies and resources in accordance with the services plan;
- 6. Where parental or legal guardian financial contribution is not specifically prohibited by federal or state law or regulation, or has not been ordered by the court or by the Division of Child Support Enforcement, assess the ability of parents/legal guardians to contribute financially to the cost of services to be provided and provide for appropriate financial contribution utilizing a standard sliding fee scale based on ability to pay from parents or legal guardians in the individual and family services plan. If a parent is responsible for a co-payment alternative means of contribution can be provided to

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the family. The family will be provided an opportunity to participate with volunteer services and/or trainings offered within the community in exchange for the monetary contribution;

- 7. Recommend to the CPMT expenditures from the local allocation of the state pool of funds;
- 8. Designate a case manager who is responsible for monitoring and reporting, as appropriate, on the progress being made in fulfilling the individual family services plan developed for each youth and family, such reports to be made to the team or the responsible local agencies. (Code of Virginia, Section 2.2-5208)

### C. Duties of FAPT Officers

The FAPT Team will designate a Chairperson and Vice Chairperson. The Chairperson will facilitate the FAPT meetings as well as work closely with the CSA Coordinator. A FAP Team member other than the parent representative will serve as Chair for 3 consecutive months. A new chairperson will alternate on a 3 month interval. If unable to attend the Chairperson/Vice Chairperson will appoint an alternate chair from the regular membership to serve in their absence.

Chairperson/Vice Chairperson Duties:

- Facilitate the FAPT meetings
- Serving as the liaison with the Community Policy and Management Team
- Perform any other duties assigned by the CPMT.

Other officers may be appointed as needed.

### D. Referral Process

Referrals should be initiated from employees of any agency represented on the FAPT. For any referral, the case manager will meet with the family to explain the CSA process including parental financial contributions, and the differences between mandated and non-mandated funding available to FAPT. The case manager will contact the CSA Coordinator to be added to the FAPT agenda for the next scheduled meeting. The Case Manager must contact the CSA Coordinator with the case(s) information to be presented no later than the week before the scheduled FAPT meeting in order to request funding. The Case Manager must provide all required FAPT paperwork to the CSA Coordinator by 2:00 pm the day before the scheduled FAPT meeting for review of case eligibility for CSA funding. The case manager may contact the CSA Coordinator with any issues/problems regarding the deadline if other arrangements need to be made. If the Case Manager does not contact the CSA Coordinator or does not provide the required information by the deadline the case will not be presented for funding until the next scheduled FAPT meeting except in emergency situations.

CPMT's in other localities may also transfer cases into Carroll County. For an out of county referral, the Carroll County FAPT will review the services within 30 days and begin paying for any agreed upon service 30 days from the date of the referral. Carroll County FAPT is not required to continue specific services as designed by other localities.

The local CPMT may also transfer cases to other counties if a client moves. The CSA Coordinator will notify the CPMT Chair regarding a change in residence. The local CPMT will be responsible for funding for 30 days to allow the case to be presented for service funding in the new locality. The case will be terminated from the transferring locality at the end of 30 days.

The Carroll County FAP Team will not discriminate on the basis of race, gender, age, religion, socio-economic status, disability, or national origin.

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The CSA Coordinator shall be notified by the case manager of pending referrals and schedule the time of presentation to the FAPT. The proper process is as follows:

- Referring professional contacts the CSA Coordinator at least one week before the regular scheduled FAPT meeting to be placed on the agenda.
- Referring professional meets with parent/guardian to gather baseline information and to complete initial referral packet:

Release of Information (signed by parent/quardian)

Summary of Individual and Family Rights and Responsibilities

(Reviewed and signed by parent/guardian)

Family Financial Statement

CANS Assessment

Evidence of Family Engagement meeting or notification of persons who will be attending FAPT for FEM.

• Referring professional provides a draft IFSP/Utilization Review to be discussed at the FAPT meeting. The "case manager" will be required to use the initial IFSP/UM/UR report when they are presenting a case for the first time and at each new fiscal year. The case manager will use the review IFSP/UM/UR form when it is a review for continued services. The referring professional is considered the "case manager" by the FAPT Team. The parent and/or guardian is expected to attend the initial meeting and any meeting scheduled hereafter unless the meeting puts the parent/guardian at risk of losing employment. The CPMT allows the FAPT the right to allow/deny a case presentation if the family is not present based on the circumstances of the case and the service needs of the family. The FAPT will attempt to accommodate a family's work schedule by providing alternative times/dates to meet with the family.

The referring professional must provide required information such as the release of information, summary of individual and family rights/responsibilities, family financial statement, draft IFSP and CANS to The CSA Coordinator by 2:00 pm the day before the scheduled FAPT meeting. The IFSP goals may be completed/changed on the day of the FAPT meeting depending on the discussion by the FAPT and/or family. The FAP Team will compose the final copy of the IFSP with the assistance of the worker and/or family. If the required information remains incomplete and/or not provided by the day of the CPMT meeting the case will not be presented for funding approval until the next scheduled CPMT.

- Parents are expected to meet with the FAPT Team in order to hear recommendations and provide additional input. Once agreement is reached, representatives from all participating agencies, the case manager, and the parent/guardian sign the Individual and Family Service Plan.
- The case manager's responsibilities include:
  - 1. Provide the correct CSA chart forms/ information when applicable including but not limited to the CANS assessment, Request for Purchase of Services, signing the Certificate of Need, and the IFSP/Utilization Review.
  - 2. Upon approval of the IFSP/service plan the Case Manager is responsible for supervising the implementation of the service plan

- 3. Reporting to FAPT progress made on goals/objectives on IFSP/Utilization Review by providing a monthly/quarterly progress report depending on how the referring agency conducts reporting within their agency to the CSA Coordinator for the CSA file.
- 4. Monitor service providers
- 5. A CANS assessment shall be completed every three to six months depending on the case criteria. Because of the changing nature of the cases all IFSP/Utilization Review's shall be revised every 3 months unless needed more often as determined by the FAPT except for cases presented for IEP services and foster care placement expenses. IEP services will be reviewed at the same time intervals as the IEP dates unless changes to the case require the Team to meet at an earlier time. Foster Care Placement expenses will be reviewed per fiscal year. A three month paper review will be required for Foster Care Placement in order to address current needs/goals of the child. The Social Worker is to notify the CSA Coordinator if there is any change in placement expenses, it will then be brought to FAPT/CPMT as old business to make the Teams aware of any change in CSA expenses.
- 6. Being the central point of contact for all needed/provided services
- 7. Assuring copies of the monthly and quarterly reports and reviews of services for clients are presented to The CSA Coordinator for the main file.
- 8. Maintaining a file at the Case Manager's agency for each FAPT child with all reports and reviews.
- 9. Provide a written statement from the provider to FAPT for any expense/rate/quote for services being requested that are outside of the community partners involved with service implementation for example psychosexual assessment, medical evaluation. If a written quote is not provided by the provider for the service request it will not be sent to CPMT for approval until one can be obtained.
- Foster Care cases will be presented on a yearly (fiscal year) basis for funding approval for
  placement expenses and clothing allotments only. Any other expense such as community based
  services the child receives will be presented on a 3 month interval for funding purposes. Each
  foster care case will be reviewed as a "paper review" on a three month bases with the review
  IFSP/UM/UR form and presented to the FAP Team.
- Foster Care children are allowed a yearly (fiscal year) clothing allotment based on their age range 0 4 \$300/5-12 \$375.00/13 and over \$450.00. This expense will be listed on the child's IFSP/Utilization Review at the beginning of each fiscal year and when a new child enters foster care. FAPT/CPMT will approve the expense as a mandated expense per fiscal year. The CSA Coordinator will be responsible for listing any amount used for the clothing allotment in the "old business" section of the FAPT minutes as clothing allotment expenses occur.
- IEP cases will be presented on a yearly (school year) basis for funding approval. The approved time period should coincide with the time period on the child's IEP and/or school year. The case will be required to be reviewed by FAPT/CPMT if/when any changes are made to the IEP.

### E. Transfer Cases

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When a youth has received funded services through Carroll County CSA and the FAPT receives notice that the family has changed their legal residence to another locality, the CPMT Chair will notify the new locality's CPMT by sending a letter with available residency information, the most current IFSP/Utilization Review, and any additional pertinent information. When possible the Case Manager will attempt to provide notification and coordination of services prior to the relocation to ensure a smooth transition of services.

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In the case of Carroll County receiving a written referral from another CPMT, the Carroll County FAP Team will assess the existing IFSP, make any needed changes, and implement the plan within 30 days of receipt of a written referral. In the event the residency in Carroll County cannot be determined, the Chairman of the CPMT will be notified and services will not be approved.

The sending locality shall be responsible for payment for 30 calendar days then the receiving locality becomes responsible for payment of services if the case is found eligible for services by the receiving CPMT.

### F. FAPT Meetings

FAPT meetings will be held on the first Thursday morning and second Thursday afternoon of each month or as determined by FAP Team action if a change is needed. Crisis situations will be handled by contacting The CSA Coordinator or Chairperson to schedule an emergency meeting. These "emergency" meetings will be scheduled as agreed upon by Team participants.. All required paperwork will still need to be provided to the CSA Coordinator and presented to the FAPT w/in 14 days of the initiation of services and before the CPMT meeting.

The FAP Team and other staff from agencies involved in Team deliberations shall abide by strict confidentiality. Appropriate releases of information shall be completed and shall be the responsibility of the case manager to provide to the CSA Coordinator for the CSA record. All Federal and State statutes relating to confidentiality shall be observed. Parents may invite any advocate to attend with them. The meetings are closed to the public, with the exception of the CPMT members that choose to attend or persons invited by the parents. The family should understand the FAPT is not responsible for any information that is shared outside of the meeting by the people they have brought to the meeting.

Families and others involved with the child are expected to be involved at all meetings concerning the child. The case manager shall provide families with appropriate notice of meetings, establish meeting times, places, and procedures that facilitate family participation; and provide information in the child or family's native language or mode of communication.

The FAPT will allow individuals in internship programs to attend FAPT meetings as long as the individual is doing an internship with an agency represented on the FAPT/CPMT. The individual will be subject to abide by all confidentiality regulations and will be required to sign a confidentiality agreement for each meeting they attend.

### G. Confidentiality

All information about specific youth and families obtained by FAPT members in the discharge of their responsibilities shall be confidential under all applicable laws, mandates, and licensing requirements. The FAPT shall not discriminate on the basis of race, gender, age, religion, socioeconomic status, disability, or national origin.

The FAPT members will sign a Confidentiality Agreement Statement. This form will be changed/updated as new members of the FAPT are added/changed. This form will be kept in the local CPMT/CSA manual in the CSA Coordinator's Office.

### Section 6: CSA COODINATOR

### A. Brief Job Description:

The Comprehensive Services Act (CSA) - The CSA Coordinator is an employee of the Carroll County DSS for payroll, benefits, vacation and sick leave and retirement purposes but is jointly supervised with the Carroll County Administrators Office. The person in the CSA Coordinator position is currently selected by the CSA Fiscal Agent. The CPMT is responsible for establishing the duties and priorities of the coordinator and overall performance evaluation in handling CSA Cases and following CSA policy quidelines. In order to ensure compliance with CSA policy, the Coordinator will be responsible for presenting to CPMT for approval, guidelines, policies and/or protocols. If there is a disparity or conflict between local DSS practice and/or policy guidelines, policies and/or protocols approved by the CPMT will take precedence over local DSS practice and policies in regards to CSA issues. CPMT requires the CSA Coordinator to evaluate the cases presented to FAPT and CPMT to ensure compliance with CSA policy. CSA Coordinator is authorized to deny case presentations if documentation is not sufficient for CSA compliance this will protect the locality and the local DSS from being out of compliance. The CSA Coordinator provides coordination of the implementation of services offered through the Comprehensive Services Act. The CSA Coordinator will attend all FAPT/CPMT meetings. The CSA Coordinator will work directly with the case managers, local providers, FAPT members and CPMT members to ensure appropriate and timely services are provided. The CSA Coordinator will do other related duties as directed by the CPMT.

### **B.** Duties and Responsibilities:

- 1. Coordinate CPMT and FAPT Team meetings
  - Schedule case presentations (initial and review) in compliance with CSA Utilization Management procedures
  - Notify all participants (FAPT members and case managers) in case presentations of scheduling to insure attendance and preparation.
  - Notify FAPT and CPMT members of the respective meetings.
  - Take minutes of case presentations, case reviews, and business and / or assign FAPT Member to keep minutes.
  - Provide minutes to CPMT and FAPT Team prior to the regular meetings.
  - Attend CPMT meetings
- 2. Organize, monitor, and maintain CSA case files
  - Assist in acquiring documentation necessary for the provision of services which may include
    acknowledgment/signatures of parent/legal guardian once case managers have exhausted the
    means to do this.
  - Perform quarterly UM/UR reviews on all open CSA case files and complete a CSA Documentation Inventory form.
  - Insure that case files contain all required documentation for compliance with CSA Utilization and Review standards.
  - Assure that all vendors have appropriate contracts signed and licenses on file.
- 3. Assist Fiscal Agent (when applicable)
  - Review and prepare purchase orders for services.
  - Prepare any needed supplemental allocation requests
  - Insure that funding approval forms contain required signatures and documentation prior to presenting them to the Fiscal Agent

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- Assist in resolving problems and issues surrounding billing with vendors
- Regularly inform the FAPT Team of funding availability
- Monitor the balances of funds available monthly
- Ensure that supplemental fund requests are made in a timely manner to assure funding is available.
- 4. Assist CPMT and FAPT Teams in researching services/service providers
  - Explore and coordinate resources for service planning which may include rate negotiation
  - Maintain an up-to-date resource file of providers
  - Present information about service providers to CPMT and FAPT Teams as needed.
- 5. Insure compliance with the Comprehensive Services Act
  - Maintain proper reporting to state CSA office and Department of Education as needed.
  - Maintain up-to-date CSA information.
  - Maintain a current file on each client.
  - Maintain appropriate documentation in the CSA record to insure CSA payment accuracy and policy guidelines
  - Authority to suspend CSA funding if appropriate paperwork is not received. CPMT will prohibit CSA Coordinator to make payment until appropriate FAPT/CPMT members have been notified and the issue is corrected.

If The CSA Coordinator has repeated problems acquiring requested information then the following steps will be taken:

- The worker's supervisor will be notified
- The FAPT Chair will be notified/The CPMT Chair will be notified
- The case will be requested to come back to FAPT/CPMT for continued funding
- A memo will be placed in the FAPT file to document attempts at maintaining compliance
- If information is not obtained CSA funding will be terminated until the information can be obtained
- If information required by CSA Policy is not obtained by the worker in a timely manner to fund expenses then local funds may have to be utilized to fund CSA expenses
- 6. Present funding requests to the CPMT in the absence of the FAPT Chair.
- 7. Assist case managers as requested to insure accountability in services provided through CSA funding sources (acquiring all required reports and forms, matching approved services with actual services delivered, negotiating parental co-payment, etc.)
- 8. Attend coordinator meetings/trainings as required.
- 9. Perform other duties as assigned by the CPMT.
- 10. The CSA Coordinator, as directed by the CPMT, will work with the CCPS Social Worker to obtain the Student State Testing Identification number. The CSA Coordinator will maintain a list of students who receive CSA funding. This listing will be housed in a secure folder in the CSA office. The listing will include the following information:
  - 1. State Student Testing Identification Number
  - 2. Student Name
  - 3. Service Placement Type (STP)
    - a. SPT 6 for Special Education Private Day, or

- b. SPT 17 for Congregate (Private Residential) Education Services for Medicaid funded placements, or
- c. SPT 18 for Congregate (Private Residential) Education Services for Non Medicaid funded placements

The Office of Comprehensive Services CSA Coordinator Job Description is located in the forms section of this manual.

### Section 7:Utilization Management/Utilization Review

Virginia Code states that the State Executive Council is to "oversee the development and implementation of mandatory uniform guidelines for utilization management. Each locality receiving funds for activities under the Comprehensive Services Act shall have a locally determined utilization management plan for following the guidelines or use of a process approved by the State Executive Council for utilization management, covering all CSA funded services" (Code of Virginia, Section 2.1-746.13).

The IFSP/UM/UR Review form is located in the forms section of this manual.

A. Utilization Management & Review- File Review Procedure

Purpose: To establish a procedure in which The CSA Coordinator reviews files of pool funded cases to maintain compliance with Utilization Review and Management standards.

A schedule of pool-funded cases will be established so that each case **file** (that is receiving pool funds) will be reviewed every three months.

When The CSA Coordinator reviews a file, all the information that is missing will be documented and the case manager will be notified by The CSA Coordinator to submit the information immediately.

UM/UR information will be addressed on a 3 month interval thru information obtained on the initial and/or review IFSP/UM/UR form. UM/UR information will be addressed by the IEP for any child receiving services required by the IEP.

If The CSA Coordinator has repeated problems acquiring requested information then the following steps will be taken:

- The worker's supervisor will be notified
- The FAPT Chair will be notified
- The CPMT Chair will be notified
- A memo will be placed in the FAPT file to document attempts at maintaining compliance
- If information is not obtained CSA funding will be suspended until the information can be obtained.
   The case will be placed on the CPMT agenda and the CSA Coordinator will submit a report to CPMT regarding status.

If a child is in a non-Medicaid funded facility, or if there is a need for a state review, The CSA Coordinator and the case manager will prepare the documentation within 60 days of the initial placement and quarterly thereafter as needed.

### Section 8: AMENDMENT OF POLICY

This policy manual may be amended at any time by a majority vote of the CPMT. An amendment shall be presented to the Team at a regular or called meeting and adopted at the next regular or called meeting.

### Section 9: FILE MANAGEMENT

The CSA Coordinator will keep a file on each client. Copies of all relevant documents and purchase orders will be in the file. Each case manager will also assure that all relevant documents are in an agency file. For CSA office files, all files will be retained for 6 years after the final payment, write off or completion of audit, whenever is greater. CSA records for foster care children will not be destroyed and will be placed with the foster care record in storage until foster care policy allows destruction of the record. The file will then be destroyed by shredding or pulping. The CSA Coordinator/CPMT Chair and Vice Chair will have access to these files; any other request to examine a CSA file will have to be approved by written request to the CPMT.

Section 10: "CHINS: Non-Foster Care Part 1:

Final Interagency Guidelines on
Foster Care Services for Specific "Children in Need of Services"
Funded through the Comprehensive Services Act (CSA)

Effective December 3, 2007

Statutory mandate to provide foster care services to "children in need of services"

State law mandates the provision of foster care services through the Comprehensive Services Act (CSA) state pool of funds (\$2.2-5211C subdivision B3). Two types of children and their families are eligible to receive foster care services (\$63.2-905).

- Children who are "abused or neglected" as defined in \$63.2-100; and
- "Children in need of services" as defined in \$16.1-228.

There are three separate and distinct situations when these children and their families are provided mandated foster care services (§63.2-905). The children:

- Have been identified as needing services to prevent or eliminate the need for foster care placements; or
- Have been placed through an agreement between the parents or legal guardians and the local department of social services (LDSS) or the public agency designated by the Community Policy and Management Team (CPMT) where legal custody remains with the parents or guardians; or
- Have been committed or entrusted to a LDSS or licensed child placing agency by the court.

### Purpose of guidelines; Children for whom guidelines apply

This document proposes interagency guidelines on the provision of foster care services mandated through CSA for "children in need of services" and their families in the first two situations. Specifically, the guidelines apply when "children in need of services:"

 Remain in their homes and have been identified as needing services to prevent or eliminate the need for foster care placements; or

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 Have been placed outside of their homes through an agreement between the parents or legal guardians and the LDSS or the public agency designated by the CPMT where legal custody remains with the parents or legal guardians.

Parents or legal guardians do not have to relinquish custody of their children in order to obtain necessary services.

### Children for whom guidelines do not apply

This document does not address, nor propose any changes in policy, for the children listed below. Please refer to current law and policies regarding services for these children. Unless children meet the eligibility criteria as outlined in these guidelines, the proposed guidelines do not apply. For children who fit multiple categories, their circumstances should be considered individually to determine the most appropriate route for services. Thus, these guidelines do not apply to children who are solely:

- "Children in need of services" and who meet the third statutory situation above. Specifically, children who are in "foster care" through commitment or entrustment to a LDSS or licensed child placing agency by the court.
- Children who are abused or neglected, as defined in §63.2-100, and receive foster care services, including:
  - o foster care prevention services as described in CSA and VDSS policy (VDSS will update Appendix H of the CSA manual to reflect that the six month limitation and extensions are no longer required),
  - services to children who have been committed or entrusted to the LDSS or licensed child placing
    agency by the court (including children placed in the care and custody of LDSS through a "relief of
    care and custody" petition granted by the court);
  - placement through a noncustodial agreement between the LDSS and the parent or legal guardian who retain legal custody.
- Children in need of supervision, delinquents, or truants referred by the court.
- Children who are eligible for special education services though CSA (\$2.2-5211C subdivisions B1 and B2.)
- Children who are eligible for non-mandated services through CSA, as identified in the CSA target populations (\$2.2-5211C subdivisions B4 and B5). These children are:
  - "Placed by a juvenile and domestic relations district court, in accordance with the provisions of \$16.1-286, in a private or locally operated public facility or nonresidential program, or in a community or facility-based treatment program in accordance with the provisions of subsections B or C of \$16.1-284.1; and
  - "Committed to the Department of Juvenile Justice and placed by it in a private home or in a public or private facility in accordance with §66-14."
- "Children in need of services," children with mental health needs, or children who need residential care who do not otherwise meet the eligibility guidelines in this document.

### Proposed eligibility criteria

The Family Assessment and Planning Team *(FAPT)*, or approved alternative multi-disciplinary team, in accordance with the policies of the CPMT, determines and documents that there are sufficient facts that *a child meets* <u>all</u> <u>four of the following criteria</u>:

1) The child meets the statutory definition of a "child in need of services" (§16.1-228). Specifically, "the child's behavior, conduct, or condition presents or results in a serious threat to the well being and physical safety of the child, or the well-being and physical safety of another person if the child is under the age of 14."

This determination of facts shall be made in one of two ways:

- a. The FAPT and/or approved alternative multi-disciplinary team designated by the CPMT shall determine that the child's behavior, conduct, or condition meets this specific statutory definition and is of sufficient duration, severity, and disabling and/or self-destructive nature that the child requires services.
- b. A court finds that a child falls within these provisions, based on "(i) the conduct complained of must present a clear and substantial danger to the child's life or health or to the life or health of another person, (ii) the child or his family is in need of treatment, rehabilitation or services not presently being received, and (iii) the intervention of the court is essential to provide the treatment, rehabilitation or services needed by the child or his family." (\$16.1-228)

### 2) The child has emotional and/or behavior problems where either:

- a. the child's problems:
  - have persisted over a significant period of time or, though only in evidence for a short period of time, are of such a critical nature that intervention is warranted; and
  - are significantly disabling and are present in several community settings, such as at home, in school or with peers; and
  - require services or resources that are unavailable or inaccessible, or that are beyond the normal agency services or routine collaborative processes across agencies, or require coordinated interventions by at least two agencies." or

### b. the child:

- is currently in, or at imminent risk of entering, purchased residential care; and
- requires services or resources that are beyond normal agency services or routine collaborative processes across agencies; and
- requires coordinated services by at least two agencies."

### 3) The child requires services:

- a. to address and resolve the immediate crises that seriously threaten the well being and physical safety of the child or another person; and
- b. to preserve and/or strengthen the family while ensuring the safety of the child and other persons; and
- c. the child has been identified by the Team as needing:
  - services to prevent or eliminate the need for foster care placement<sup>2</sup>. Absent these prevention services, foster care is the planned arrangement for the child.
     or
  - placement outside of the home through an agreement between the public agency designated by the CPMT and the parents or legal guardians who retain legal custody. A discharge plan for the child to return home shall be included.
- 4) The goal of the family is to maintain the child at home (for foster care prevention services) or return the child home as soon as appropriate (for parental agreements).

### Process for determining eligibility

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<sup>&</sup>lt;sup>2</sup> Foster care placement is defined as "placement of a child through (i) an agreement between the parents or guardians and the local board or the public agency designated by the community policy and management team where legal custody remains with the parents or guardians or (ii) an entrustment or commitment of the child to the local board of licensed child-placing agency." (§ 63.2-100)

The FAPT, or approved alternative multidisciplinary team, will determine eligibility relying on the expertise that each member brings to the team. The team is responsible for gathering, reviewing, and considering all relevant assessments. These assessments may include:

- Child and family sharing their assessment of their strengths, needs, and potential natural and community resources available;
- Community Services Board (CSB) assessing serious threat and emotional and/or behavior problems through a standard screening tool;
- Department of Juvenile Justice (DJJ) assessing that the alleged facts support a finding of serious threat as a "child in need of services:"
- DSS determining reasonable candidacy (i.e., child is at risk of entering foster care);
- CSA implementing its uniform assessment instrument; and
- Other psychological, psychiatric, psychosocial, and/or educational evaluations.

The team may designate the CSB as responsible for summarizing and presenting to FAPT, or approved alternative multidisciplinary team, all relevant assessments when needed for a child who has significant mental health needs. The team will use the standard eligibility determination checklist (Attachment A) to help provide consistent application in determining eligibility across all agencies and communities.

To assist in eligibility determination with a specific child, the team may require a recent (e.g., within 30 days) independent clinical evaluation of the child and family to provide additional assessment information. This assessment may include child and family circumstances, history, strengths and needs of the child and family, the seriousness of the threat, and the services and supports the family currently is using or has available. The CPMT or FAPT may choose to use a licensed mental health professional designated by the community services board and/or another licensed mental health professional designated by the CPMT for clinical evaluations.

### Proposed services for "children in need of services" eligible for foster care services

Services for "children in need of services" and their families should be provided through a collaborative system of care that is child-centered, family-focused and community-based (\$2.2-5200). The CPMT should use established policies and procedures, including:

- referrals and reviews by the FAPT or approved multi-disciplinary team;
- immediate access to CSA state pool funds for emergency services; and
- utilization management of services (\$2.2-5206).

The team should engage families in participating in all aspects of assessment, planning and implementation of services (\$2.2-5208). Services may include a full range of casework, treatment and community services for a planned period of time (\$63.2-905).

The team and family should assess the strengths and needs of the child and family (\$2.2-5208) before exploring service options. They should then collaboratively design the complement of services and supports required to meet the unique needs of the child and family (\$2.2-5208), building upon the strengths, resources and natural supports of the child and family. Teams should strive to preserve and strengthen families and provide appropriate services in the least restrictive environment that protect the welfare of children and maintain public safety (\$2.2-5200). Services may be provided directly, provided through referral to other community resources, or purchased through approved providers. The duration of services should be for a planned period of time based on the needs of the youth and family. Services must be documented in the Individual Family Services Plan (IFSP).

The case manager, in collaboration with the family, develops an IFSP that provides the complement of services and supports tailored to the strengths and needs of the child and family (\$2.2-5208). The IFSP is discussed at the

FAPT meeting to determine the most appropriate, least restrictive, cost effective services for the child and family which accomplish the following purposes:

- resolves the immediate crises that seriously threaten the well being and physical safety of the child or another person; and
- preserves, stabilizes and strengthens the family situation so the child may live in the home; and
- these services are provided either:
  - o in the home to prevent or eliminate foster care placement (no parental agreement or court reviews are required); or
  - outside of the home in a group or residential setting through an agreement between the public agency designated by the CPMT and the legal guardian who retains legal custody (parental agreement and court reviews are required).

### Placements outside of the home

If community services and supports have been explored and determined not to be in the best interest nor meet the needs of the child, the team collaboratively with the family should explore placements outside of the home with extended family. They shall then explore placements in family-like homes or group or residential settings to serve the child if these are the most appropriate and least restrictive services. Before placing the child across jurisdictional lines, the team shall:

- explore all appropriate community services for the child;
- document that no appropriate placement is available in the locality; and
- report the rationale for the placement decision to the CPMT (\$2.2-5211.1.2).

For all children placed out-of-state using CSA funds, the team shall follow the requirements of the Virginia Interstate Compact for the Placement of Children (<a href="http://www.dss.virginia.gov/family/interstate\_res.html">http://www.dss.virginia.gov/family/interstate\_res.html</a>).

When the FAPT, or approved multidisciplinary team, and the legal guardian agree on an out-of-home placement that is the most appropriate and least restrictive service, the local public agency designated by the CPMT and the legal guardian must enter into an agreement. This agreement requires the legal guardian who retains custody to agree to place the child and the CPMT to agree to provide funding in accordance with the CPMT's policies and procedures. A discharge plan for returning the child home as quickly as appropriate must be included as part of the IFSP.

The public agency designated by the CPMT and the legal guardian shall develop an agreement that provides for:

- Family participation in all aspects of assessment, planning and implementation of services;
- Services to be provided as delineated in the individual family services plan;
- Payments to cover the cost of care by the family, their private health insurance, public or private agency resources, and CSA state pool funds;
- Legal guardian applying for Medicaid, FAMIS, and/or other public or private resources if it may assist in funding services;
- Provisions for utilization management of the care provided;
- Provisions for resolving disputes regarding placements; and
- Conditions and method for termination of the agreement.

A standard template for CSA Parental Agreements is attached in the forms sections of this manual (Attachment B).

If disagreements arise over the appropriate placement of the child, the team and legal guardian should examine the reasons for the disagreement and explore alternatives for resolving the issues. The legal guardian has expertise on the strengths and needs of the child and family, while the team is responsible for identifying the most appropriate service options. Ultimately, it is the legal guardian's decision on whether to choose to accept the services developed with and recommended by the team. The CPMT has final authority for the expenditure of CSA funds

that comply with federal and state requirements on services recommended by the team. Neither the legal guardian nor the CPMT is required to enter into an agreement if either party disagrees on the appropriate placement of the child. The FAPT or multi-disciplinary team shall provide the legal guardian information on the process for appealing recommendations by the FAPT as established through the CPMT's policies.

If a child is placed outside of the home and school division, the case manager shall notify the receiving school division if the child has disabilities to expedite enrollment and special education requirements, based on policies established by the CPMT (\$2.2-5211.1.2). The case manager should also immediately begin implementing the discharge planning to return the child home as soon as it is safe and appropriate.

#### Case Management

In adherence to CPMT policies, a case manager will be responsible for monitoring and reporting progress in implementing the IFSP to the team and responsible local agencies as appropriate (\$2.2-5208). The case manager is responsible for providing family participation, developing a plan, referring the youth and family to services, and designating a person responsible for monitoring and reporting on progress (\$2.2-5208).

Case management services may be provided by local departments of social services (LDSS) or another public agency.

- If a LDSS enters into an agreement with the legal guardian to place the child outside of the home in "24 hour substitute care" and the LDSS is the case manager with "placement and care" responsibility for the child, the child is considered "in foster care" by the federal government and all federal and state requirements must be met (45 C.F.R. \$1355.20; see Virginia Department of Social Services Foster Care Policy Manual at <a href="http://www.dss.state.va.us">http://www.dss.state.va.us</a> under "Children", "Foster Care"). VDSS' approved Noncustodial Foster Care Agreement is used. Federal IV-E funds can only be claimed if LDSS has placement and care responsibility and the child is determined to be Title IV-E eligible by the LDSS.
- If another public agency enters into an agreement where the legal guardian agrees to place the child outside of the home and this public agency has case management responsibility for the child, the child is not considered "in foster care." As a result, no federal foster care requirements apply but certain state requirements must be met (e.g., court reviews). The attached CSA Parental Agreement template is used. Federal Title IV-E funds may not be used to pay for any maintenance or administrative costs (e.g., room and board, day care, transportation for visits with family, and payment for case management).

#### Pooling resources to fund services and supports

The team, or entity determined by the CPMT, shall explore all available family, community, private insurance, and public resources that may assist in funding the services and supports in the IFSP. CSA statute requires that the LDSS, local school division, CSB, court service unit and DJJ shall continue to be responsible for providing services identified in the IFSP that are within the agency's scope of responsibility and that are funded separately from the state pool (\$2.2-5211D).

All efforts should be made to maximize and pool resources across agencies and sectors. The CPMT shall use Medicaid funds whenever available for appropriate CSA services for the child and family (Appropriation Act #279E). The team shall use the process established by the CPMT to assess the ability, and provide for, appropriate financial contributions to the cost of services by the parents or guardian, using a standard sliding fee scale based upon ability to pay (\$2.2-5208.5).

After assessing all appropriate federal, state, private and community resources, the team shall recommend to the CPMT expenditures from the local allocation of the state pool of funds (§2.2-5208). The CPMT shall use established policies and processes for authorizing and monitoring the team's requests for funding (§2.2-5206).

#### Utilization management

Ongoing utilization management (\$2.2-2648.D15) shall be conducted to assess the effectiveness and appropriateness of foster care services based on the plan established by the CPMT following guidelines of the State Executive Council. Frequency of reviews should be based on the strengths and needs of the individual child and family and the restrictiveness of the services. Children who require intensive and/or restrictive services should be reviewed frequently.

#### Due process protections

The policies and procedures of the CPMT's due process system for CSA, including appeals, are applicable to children and families eligible for services and supports under these guidelines. The Comprehensive Services Act Manual (Section 3.6) requires each CPMT to establish a local due process system that has the following minimum parameters:

- Notice to families at point of entry to FAPTs;
- Opportunity for the family/child to be heard and communicate their position; and
- Timelines for the review of requests and CPMT responses.

This review process system shall not take the place of any other review process pursuant to existing state or federal law (e.g., special education, foster care, and the courts).

#### Part 2:

Eligibility Determination Checklist for Specific Foster Care Services for children who are not in custody of DSS. (as established by CSA in Dec. 2007)

The Family Assessment and Planning Team, or approved alternative multidisciplinary team, will use this standard checklist to help provide consistent application in determining eligibility across all agencies and communities. Localities may wish to use this checklist to document that the decision regarding the eligibility of the child named below was made in accordance with the "Interagency Guidelines for Specific Foster Care Services for Children in Need of Services Funded through the Comprehensive Services Act." Documenting the facts upon which the determination of eligibility are made will assist during the court review if the child is placed outside of the home through a parental agreement where the parent retains legal custody and court review is required. This checklist does not apply to abused or neglected children as defined in §63.2-100, including those who receive foster care prevention services.

Name	of Child
The c	child must meet <u>all four</u> of the following criteria to be eligible for services under the guidelines.
	eam, in accordance with the policies of the CPMT, determines and documents that there are sufficient that the following are met:
<u>Criter</u>	rion 1 (Check only one box)
condu	child meets the statutory definition of a "child in need of services," specifically, "the child's behavior, act, or condition presents or results in a serious threat to the well being and physical safety of the child, coell-being and physical safety of another person if the child is under the age of 14 (Code of Virginia, §16.1-
	A court has found that the child is in "need of services" in accordance with §16.1-228;
	Date of court finding/Name of Judge:
	The FAPT or approved multidisciplinary team has determined that the child's behavior, conduct, or condition meets the statutory definition above and is of sufficient duration, severity, and disabling and/or self-destructive nature that the child requires services.
	The child <u>does not</u> meet the statutory definition of a "child in need of services" or either of the two options above.
behav	ribe in <b>specific terms</b> the facts and time frames on which the Team based its conclusion that the child's vior, conduct or condition presents or results in a serious threat to the well-being and physical safety of hild, or another person if the child is under the age of 14:
<u>Criter</u>	rion 2 (CSA Eligibility Criteria per §2.2-5212, Code of Virginia) (Check One)
The c	hild does / does not have emotional and/or behavioral problems where either.
a.	the child's problems:

or with peers; <u>and</u>

• have persisted over a significant period of time or, though only in evidence for a short period of

are significantly disabling and are present in several community settings, such as at home, in school

time, are of such a critical nature that intervention is warranted; and

	interventions by at least two agencies
	<u>or</u>
b.	the child is currently in, or at imminent risk of entering, purchased residential care; <u>and</u> requires
	services or resources that are beyond normal agency services or routine collaborative processes across
	agencies; and requires coordinated services by at least two agencies.
Briefly	summarize the facts that the Team used to reach its conclusion:
<u>Criteri</u>	on 3 (Check One)
The ch	ild does / does not require services
α.	to address and resolve the immediate crisis that seriously threatens the well being and physical safety
L	of the child or another person; and
	to preserve and/or strengthen the family while ensuring the safety of the child and other persons; and
c.	<ul> <li>the child has been identified by the Team as needing:</li> <li>services to prevent or eliminate the need for foster care placement. Absent these prevention</li> </ul>
	services, foster care is the planned arrangement for the child
	<u>or</u>
	• placement outside of the home through an agreement between the public agency designated by the CPMT and the parents or legal guardians who retain legal custody. The discharge plan for the child to return home is included in the IFSP.
Briefly	summarize the facts that the Team used to reach its conclusion:
<u>Criteri</u>	on 4 (Check One)

• require services or resources that are unavailable or inaccessible, or that are beyond the normal agency services or routine collaborative processes across agencies, or require coordinated

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_	al of the family is / is r the child home as soon as appr			ome (for foster care prevention services) or ents).	
Briefly conclus	_	g source	es and dates of inforn	nation that the Team used to reach its	
Recom	mendation of Team: Child mo	ay more	appropriately be se	rved through another route	
	This child should be referre	d to th	e local Department 1	for Social Services.	
	This child should be referre	d for e	valuation for inpatie	nt psychiatric treatment.	
	Other:				
<u>Conclus</u>	sion of Team (Check only one) There are not sufficient faction		· this child meets all	4 of the above criteria required for CSA	
	There are sufficient facts that this child meets all 4 of the above criteria required for CSA funding.				
<u>Signat</u>	<u>ures</u>				
Team	Chair	_	Date	<u> </u>	
Other	Team Member	_	Date		
Other	Team Member	_	Date		
Other	Team Member	_	Date		
Other	Team Member	_	Date	<u> </u>	

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Section 11: ATTACHMENTS/FORMS	
A. PARENTAL AGREEMENT	
CSA PARENTAL AGREEMENT	
For Non-DSS Foster Care	
This Parental Agreement, (from now on referred to as the "Agreement") is entered into this	_
day of, 20 between	

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The Parent(s)/ Legal Guardian(s) of					
(a child under the age of eighteen) born on and					
, a public agency designated by, and acting as an agent of, the Carroll County					
Community Policy and Management Team (from now on referred to as the "Agency").					
All signing parties agree that the placement of this child in a state approved home or licensed facility is:					
a. in the child's best interests at this time,					
b. is the most appropriate and least restrictive setting to meet the child's needs at this time, and					
<ul> <li>is agreed upon by the members of the child's Family Assessment and Planning Team (FAPT) and the parent(s) or legal guardian(s).</li> </ul>					
PLACEMENT AUTHORITY					
As the parent(s)/legal guardian(s) of, I/we, have the legal authority to plan for					
him/her and voluntarily place him/her on the day of, 20 in a state approved					
home or a licensed facility for a period not to exceed					

# RIGHTS AND RESPONSIBILITIES: PARENT(S)/GUARDIAN(S)

- 1. I/we retain legal custody of my/our child.
- 2. I/we agree that the goal is for my/our child to return home as soon as it is deemed appropriate.
- 3. I/we will to the best of my/our ability:
  - a. Actively and consistently participate in all aspects of assessment, planning and implementation of services throughout the time this agreement is in effect,

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- b. Attend and participate in FAPT meetings for the purpose of planning, reviewing and monitoring the service plan in relation to my/our child's and our family's needs,
- c. Attend and participate in family therapy sessions, parent training, and/or other services for family members as described in the Individual Family Service Plan/Utilization Review,
- d. Actively participate in scheduled and approved visitation with my/our child, and
- e. Provide all necessary information and documentation to the FAPT and Agency for services and placement of my/our child.
- 4. I/we will provide the treatment facility with the following:
  - a. Written consent for routine medical treatment and care, including emergency treatment. Any proposed treatment or services presenting significant risk for my/our child, including surgery or treatment with psychoactive medications, will require my/our specific informed consent.
  - b. All necessary emergency phone numbers to contact me/us.
- 5. I/we agree to inform the CPMT in the current locality of any plan to relocate my/our physical residence outside of this jurisdiction.

# RIGHTS AND RESPONSIBILITIES: AGENCY DESIGNATED BY THE CPMT

#### The Agency agrees:

- a. to work with me/us and my/our child to develop and provide case management services and to implement the IFSP/Utilization Review,
- b. to provide case specific information to me/us in accordance with established local CPMT policies and procedures and relevant law, and
- c. to provide utilization management in accordance with established CPMT policies and procedures.

#### FISCAL AUTHORITY/PAYMENT TERMS

Payments for services will be made and documented for all parties in accordance with the policies and procedures approved by the CPMT and may include:

- Parental co-pay,
- Insurance policies,
- Child support (Division of Child Support Enforcement),
- Federal and/or state resources, and
- CSA Pool Funds.

Payment of service costs with CSA funding will be authorized only for those services included in the IFSP/UR that have been approved according to the policies and procedures established by the CPMT and that comply with all relevant City/County procurement and fiscal policies.

The parent(s)/legal guardian(s) will apply for Medicaid, FAMIS, and/or other public or private funding and resources, as applicable, to assist in paying for services provided in accordance with the IFSP/UR.

The parent(s)/legal guardian(s) agree to pay the parental co-pay and/or participate w/alternative means of involvement determined in accordance with CPMT policies and procedures when applicable.

The parent(s)/legal guardian(s) is/are aware that should they move outside of the City/County represented by this CPMT, there is no guarantee that the CPMT in the new Virginia locality, or any other state's jurisdiction, will honor this agreement and the placement of their child may be disrupted. They also agree to advise the CPMT in the current locality of any plan to relocate their physical residence outside of this jurisdiction.

The parent(s)/legal quardian(s) further agree(s) that if they change residency to:

- Another Virginia Locality, the new locality has up to 30 calendar days to determine what appropriate
  services and agreements will apply according to their CPMT policies. The 30 calendar days begins upon
  receipt by the new CPMT of written notification of the residency change. This Parental Agreement
  will terminate when the new locality's CPMT implements services or when the 30 calendar days has
  elapsed, whichever occurs first.
- A locality outside of Virginia, this Parental Agreement terminates immediately, meaning the CPMT has
  no obligation to continue funding the placement, and the parent(s)/legal guardian(s) must assume
  responsibility for the placement and care of the child.

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### CONDITIONS FOR TERMINATION OF AGREEMENT

revoke this agreement	ement. I/we understand that as my/our cl at any time. If I/we request my/our child vill provide day's written notice pr	be returned to me	e/us prior to the end of
of the termination, incl include: the Agency de placement is not in the to meet my/our child's	the Agency may terminate this agreement buding reasons and documentation supporting termines that based upon a utilization many best interest of my/our child, is not the many needs, or the child is not making adequate ditions and terms of this agreement.	ig the reasons for agement review or lost appropriate or	termination. Reasons may otherwise that the least restrictive setting
	APPEAL PROCESS		
have the right to appear procedures on appeals,	f I/we disagree with the decision of the A Il this decision by submitting a written requ and thereafter through any applicable proc ent I/we acknowledge receipt of the local C	uest following the cesses available ur	local CPMT policies and nder existing policy or law.
	SIGNATURES		
	nt will be given to all signing parties and th By signing below, each of <sup>.</sup> h.	•	
	PARENT/LEGAL GUARDIAN	DATE	
	PARENT/LEGAL GUARDIAN	DATE	
	REPRESENTATIVE OF THE AGENCY		<del></del>

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DESIGNATED BY THE CPMT

#### PARENTAL RIGHTS

FAPT attempts to offer suggestions or services that are child-centered, family-focused and community-based when addressing the strengths and needs of troubled and at-risk youth and their families in Carroll County. You have the right to disagree with the decisions of the FAPT. You may refuse services or request a review of these services. If your request for a change in service is denied by the FAPT, you may appeal your case to the CPMT by making a request to the CSA Coordinator in writing or phone call at:

Jackie Roberts CSA Coordinator 605-8 Pine Street Hillsville, VA 24343 276-730-3159

This request must be made within thirty (30) calendar days of the FAPT decision.

Once the request is received, you will be notified by mail of the date of the appeal before the CPMT.

The CPMT may revise all, part or none of the FAPT decision. The decision of the CPMT is final. FAPT and CPMT shall not change any part of a plan devised as part of an IEP or Foster Care Plan. IEP and Foster Care decisions must be appealed to the appropriate agency.

PARENT		CASE MANAGER	
	DATE		DATE

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Case Name/Number:

#### Date

## CSA Documentation Inventory

Required Information	Location	N/A - Notes
Case Manager designation		
Parent consent to release information		
Assessment data		
Includes:		
Completed CANS		
Parental co-payment assessed		
Service Plan		
IFSP FC Plan IEP (circle)		
Desired outcomes & timeframes		
Identification of services		
Recommended level of need		
Mitigating circumstances		
FAPT or MDT recommendations		
Parent/Guardian participation & consent to		
service plan		
CPMT authorization		
Signed vendor contract		
Vandau tuastment plan (5)		
Vendor treatment plan (s)		
Vendor progress report (s)		
vendor progress report (s)		
Utilization review data		
Cambridge To The Tradition		
Updated Service Plan		
<u> </u>		

#### CARROLL COUNTY CPMT UTILIZATION MANAGEMENT

Children Served by FAPT (Excluding those in non-Medicaid placements)

- Collect individual and family assessment data
  - Complete FAPT referral form
  - Complete CANS
  - o Gather relevant information such as IEP, Social Security number FC plan, parent information, etc.
- Present information to FAPT with the help of parents
- Identify desired outcomes
- Identify services needed for child and family
- Identify level of need based on CANS
- and other information
- Consider mitigating circumstances
- Finalize IFSP
- Negotiate for provider of services
  - Consider family expectations
  - o Decide level of family involvement
  - Determine how often progress will be monitored (monthly or quarterly)
- Implement services
- Review services every three months unless needed more frequently

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Family Name: Date:

# **Carroll County FAPT IFSP/UM Form**

A) Demographic In	formation:						
Client name:	CSA ID No:	Date of F	FAPT:				
DOB:	Age:	Sex:	Race:				
Parents/Legal Gua	rdian:						
Address:	Pł	none No:					
Siblings:							
Others involved:							
B) Case Manageme	nt Information:						
Reason for Referra							
Referral Agency:		A	gency Case Manager:				
<b>Phone Number:</b>		E	mail Address:				
Title IV-E? YES	S NO						
Medicaid: YES	NO		FAMIS: YES NO	ı			
Child Support:	YES NO		Parental Co-Pay: Y	ES NO			
Other Insurance: [	Other Insurance: YES NO						
C) Current Medications (	Doctor's name, medicatio	n type, dosage and	frequency):				
D) Child and Famil	lv Strenoths:						
Strengths related to	: Family, Safety, Int		otimism, Educational, Vocation				
Interests, Spiritual / Religious, Community Life, Child Involvement, Natural Supports							
E) Child and Family Needs:							
Needs related to Life Domains, School, Caregiver, Behavior/Emotional, Risk:							

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F) Date of Last CANS:				
G) CANS attached	YES	NO, why not?		
H) List the current diag	noses.			
Axis I	moses.			
Axis II				
Axis III				
Axis IV				
Axis V				
I) Youth: current goals/	ohiectives/ rec	ommendations for	changes to address	lack of progress
	Str	ategies or	CANS Strength or	Person
Objectives		-progress/lack of	Need	Responsible
Family:				
Objectives	Str	ategies or	CANS Strength or	Person Responsible
Objectives	Services –	progress/lack of	Need	Terson responsible

J) List all current services regardless of CSA funding (i.e., medication management, groups, therapy, independent living, and education supports NEED/GOAL DATES OF SERVICE **SERVICE PROVIDER** K) List current service request that requires CSA funding: **NEED/GOAL SERVICE PROVIDER DATES OF TOTAL COST SERVICE** (TO/FROM) L) What is needed to step down/discharge from this plan?

M) Next Review Date:

Time:

#### PARTICIPATION AND CONSENT OF FAMILY ASSESSMENT AND PLANNING TEAM:

The undersigned had the opportunity to participate in the development of this Individual Family Service Plan. We understand the IFSP and, unless otherwise indicated below, agree with the IFSP and agree to cooperate with the implementation of the IFSP.

FAPT MEMBER SIGNATURE, AGENCY	COMMENTS
PARTICIPANT SIGNATURE	COMMENTS
	development of this Individual Family Services Plan ssion to the Family Assessment and Planning Team
Signature of Parent/Guardian	Date
☐ I had the opportunity to participate in the devel	opment of the Individual Family Services Plan (IFSP). I and I do not give my permission to implement the IFSP
Signature of Parent/Guardian	Date
CSA COORDINATOR SIGNATURE	CPMT CHAIR SIGNATURE
Signature of CSA Coordinator/Date	

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# CARROLL COUNTY CSA IFSP/UM/UR REVIEW FORM

DATE OF REVIEW:			
CHILD'S NAME:			
ADDRESS:			
DOB: 50	OCIAL SECURITY #	#(CSA#)	
SEX: M F; RACE	E:	IEP: Y N M	NEDICAID Y N
PARENTS:			
DATE OF LAST CANS:	D	ATE OF LAST UM/UI	R:
PRESENTING ISSUES:			
GOALS FOR CHILD/FAMIL	<b>y</b> :		
PREVIOUS SERVICE REQU	EST:		
REQUESTED SERVICES: SERVICE			TIME PERIOD
AT RISK - OUT OF HOME F OTHER FUNDING SOURCE			
HOUSE HOLD INCOME:			

CHANGE IN INCOME FROM I PARENTAL CO-PAYMENT: Y_	_ AMOUNT; N	N: Y N
REFERRING CASE WORKER:		
REFERRING AGENCY:		
SERVICES APPROVED/DENIE	:D:	<u> </u>
SERVICE MANDATED/NON M	MANDATED:	
CASE MANAGER SIGNATURE	:	DATE
FAPT SIGNATURES	AGENCY	APPROVE/DENY
CPMT CHATD STGNATUDE:		DATE:

# CARROLL COUNTY CSA IFSP/UM/UR REVIEW FORM - DSS CASES

DATE OF REVIEW:			<del></del>	
CHILD'S NAME:				
ADDRESS:				
DOB: 50		#(CSA#)		
SEX: M F; RACE	E:	IEP: Y N /	MEDI <i>CA</i> ID YN	
PARENTS:				
CSA INFO/TO BE COMPLET DATE OF LAST CANS:			JR:	
PRESENTING ISSUES:				
GOALS FOR CHILD/FAMIL				
PREVIOUS SERVICE REQU				-
CASE INFORMATION/UPD				_
REQUESTED SERVICES: SERVICE	PROVIDER	RATE	TIME PERI	OD

REFERRING CASE WORKER/AGENCY:	
SERVICES APPROVED/DENIED:	
SERVICE MANDATED/NON MANDATED:	
CASE MANAGER SIGNATURE:	DATE
FAPT SIGNATURES AGENC	Y APPROVE/DENY
	<del></del>
	<del></del>
	<del></del>
CSA COORDINATOR SIGNATURE:	
CPMT CHAIR SIGNATURE:	DATE:

### For Children in Non-Medicaid Funded Residential Placements

# Office of Comprehensive Services

## State Sponsored Utilization Management

1604 Santa Rosa Road, Suite 137, Richmond, VA 23229 PHONE: 804-662-9815 FAX: 804-662-9831

Review Checklist

Submission Date:		
Locality/FIPS:		
Contact Name: Title:		
Mailing Address:		
Telephone:		
Fax:		
<u> </u>	omplete all items in Part A and Par	
90 Day Re-Review	: Complete only areas in Part A c	and Part B that change or are updated.
PART A Please provide all require	ed information for Part A in the o	designated space.
Child's Last Name First	MI	
Male Female D	ate of Birth SSN	
Medicaid Eligible 🗌 yes	no Medicaid Number:	
Grade in School		
·	o If yes, specify type	e
Local Custody   yes   no		
<del></del>	es no If yes, specify	
Court-Ordered Placement?	yes no Provide details, or	r attach court order.
Parent/Legal Guardian		
Relationship to Child	Phone	
Last Name	First	MI
Address		
Devent/Least Counties		
Parent/Legal Guardian Relationship to Child	Phone	
Last Name	First	MI
Address	11131	W.L
Facility Name		
Address		
Contact Name	Title	
Telephone	FAX	
•	d Length of Stay	
Current Admission Reason-state brie	efly	

## PART B Please provide the required information below. yes no (If no, list up to 3 most recent admissions) First Residential Admission FACILITY NAME ADMIT DATE ADMIT DIAGNOSIS (if available) LOS 2) FACILITY NAME ADMIT DATE ADMIT DIAGNOSIS (if available) LOS 3) FACILITY NAME ADMIT DATE LOS ADMIT DIAGNOSIS (if available) Documents Attached? Information for Initial Reviews should include the following: CSA Review Checklist as Coversheet

Other helpful information to send if and/or when available (however not required on initial review):

FAPT Referral Packet (which may include some items below)

Discharge Notification and Summary (if applicable)

Initial application if completed for facility

Required State Uniform Assessment Instrument (attach all scales)

Comments

Reason for referral

IFSP with services

Prior placements, if available Medication information

Service plan from facility

IEP/FC plan

Demographics

Psychological \_\_\_\_

Discharge plan

### CARROLL COUNTY CPMT 605-8 PINE STREET HILLSVILLE, VA 24343

#### AGREEMENT FOR SERVICES

Fiscal Year (July 1, - June 30,)

THIS AGRE	EMENT FOR SERVICES ("Agreement") mo	ade as of July 1,	, is entered by and
between		and the Carroll	County CPMT, through the
Office of Compre	hensive Services ("County"), pursuant	to the Virginia Comp	orehensive Services Act for
At-Risk Youth and	l Families ("CSA").		

#### WITNESSETH

WHEREAS, the Family Assessment and Planning Team ("FAPT"), with the approval of the Community Policy and Management Team ("CPMT"), (the FAPT and the CPMT, together with the Carroll County CSA Fiscal Agent the "Contractor") authorizes, from time to time, services to be provided to an individual child and/or family; and

WHEREAS, pursuant to that authorization for services, the Contractor may purchase from Vendor certain child/family specific services; and

WHEREAS, the Vendor represents that it is a qualified provider of certain services and meets all applicable state, federal, and local standards relative to the services to be provided herein; and

WHEREAS, the parties desire to put in place a set of general terms and conditions which shall apply to all purchases of services;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the parties hereto do mutually agree as follows:

 Compensation and Service Authorization. Vendor and Contractor agree that all purchases for child/family specific services shall be initiated by purchase order. No services shall be administered to a child/family under the supervision of authority of the Contractor without a purchase order authorizing such discrete services signed by an authorized representative of Contractor and the Vendor. The purchase order shall specify the nature of the services and the cost of such services. All other terms and conditions of the agreement between Vendor and Contractor shall be governed by this Agreement for services. The Vendor may only terminate a purchase order prior to its expiration in the event of the child/family subject to the purchase order committing an infraction considered a Serious Incident as defined in Section 10 of this Agreement, loss of license or closure, and the Vendor having followed the notice requirements stated therein. In the event of termination of a purchase order, all reasonable efforts will be made to give the Contractor thirty (30) days written notice that shall include the specific reason(s) for terminating services to the child/family.

- 2. <u>Scope of Services.</u> Vendor shall provide the services described in the purchase order and/or the Individual Family Service Plan ("IFSP"). Such services shall be provided in accordance with applicable local, state, and federal law, including the policies and procedures governing the CSA, and all program training and certification requirements. Vendor shall also meet the following requirements when applicable:
  - a. Vendor shall participate in scheduled Family Assessment and Planning Team meetings when/if requested;
  - Vendor shall communicate as requested with referring agency or other Contractor representatives;
  - c. Vendor agrees to transport a child in the care of the Vendor to all scheduled court hearings and to ensure the child's timely arrival at such hearings unless exigent circumstances exist that prevent the Vendor from providing such transportation. The Contractor agrees to supply the Vendor with notice of a scheduled court date at least fifteen days prior to such date. The Vendor agrees to notify the Contractor at least ten business days prior to a scheduled court date of any inability on the Vendor's part to transport a child to a scheduled court hearing. The Vendor further agrees that a shortage of staff does not constitute exigent circumstances for purposes of this Agreement.
  - d. Vendor shall provide monthly progress reports no later than the 15<sup>th</sup> day of each month to child's worker and CSA Coordinator. Failure to provide such report may result in reduction of payment by \$100 per incident. In connection therewith, unless otherwise stipulated, the Vendor shall submit to the Contractor a proposed written IEP or IFSP, as

the case may be, within thirty calendar days of the initiation of services to the child/youth. The IEP/IFSP shall include at least the following information: type(s) and number(s) of disabilities, mental health and intellectual diagnosis or delinquent behaviors for which the purchased services are intended to address, prognosis, short-and longterm goals, expected outcomes, and performance timeframes mutually agreed to between the Contractor and the Vendor when the services are purchased. Progress reports shall include progress or lack of progress of child/youth on short- and long-term goals and reasons thereof, any anticipated change to expected outcomes, medications administered (if any), and any significant incidents affecting the child. If the Vendor fails to provide any written treatment plan, progress report, or termination report in a timely manner, the Contractor may withhold payment of the Vendor's invoices until such plan or report is received. The Vendor shall provide the case manager with a copy of any reports of any physical and dental examinations and psychological or psychiatric examinations of child/youth conducted while under the care of the Vendor. If requested by the Contractor, the Vendor shall provide a monthly utilization report for each child. Upon five days notice of a meeting of the FAPT or a court hearing for the child/youth, the Vendor shall upon request of Contractor ensure that a representative with personal knowledge of the progress of the child/youth and authority to bind the Vendor attends and participates in such meeting or court hearing.

3. <u>Vendor Representations</u>. Vendor represents and warrants that it is duly licensed in the area of contracted services and will provide such services in strict conformity to its licensing standards. Vendor will furnish satisfactory proof of such licensure to the Contractor's representative within ten days after the execution of this Agreement. Vendor shall notify the Contractor, immediately in the event Vendor's license is withdrawn, restricted or revoked or any investigation which threatens such withdrawal, restriction or revocation. The Vendor agrees that such suspension, withdrawal, or revocation shall constitute grounds for the immediate termination of this Agreement. Misrepresentation of possession of such license shall constitute a breach of contract and terminate this Agreement without written notice and without financial obligation on the part of the Contractor to pay the Vendor's invoices.

- 4. <u>Confidentiality.</u> Any information obtained by the Vendor pursuant to this Agreement concerning applicants, a child/family under the supervision or authority of the Contractor, or such child's family members, shall be treated as confidential. Use or disclosure of such information by the Vendor shall be limited to purposes directly connected with the Vendor's responsibility for services under this Agreement. Both parties further agree that this information shall be safeguarded in accordance with the provisions of the Code of Virginia, as amended, and any other relevant provisions of state or federal laws.
- 5. <u>Grievances.</u> In the event that a child under the supervision of authority of the Contractor submits a complaint to the Contractor concerning the Vendor, the Vendor shall promptly provide all verbal or written information or documents within its control relevant to such complaint to the Contractor upon a request by the Contractor for such information.
- 6. Employee Background Checks. Employees of the vendor providing services to or having contact with a client placed at/with the Vendor must be checked through a child protective service registry in the state the client is placed within thirty days of employment, so long as the aforementioned employee check is not in conflict with the Vendor's state laws. If it is known that the employee has moved from another state and has worked with children within one year of his or her employment, this state must also be checked. If the Vendor is notified that any of its employees are named in a child protective service registry, then this information will be made available by the Vendor to the Contractor within thirty days of receipt of such notice. The Vendor will be in compliance with its state's laws, regulations, and licensure requirements relating to the conducting of criminal checks of its employees.
- 7. Quality of Services. Unless exempted, the Vendor shall be listed in the CSA Service Fee Directory and shall meet and maintain all state requirements for inclusion in the Directory. The Contractor shall not purchase services at a higher rate than what is listed on the CSA Services Fee Directory and/or Medicaid rate. It is the Vendor's responsibility to update such information and to keep the information current. Purchase orders shall not be changed due to incorrect rates shown on the CSA Services Fee Directory.

- 8. <u>Service Review.</u> The Vendor shall permit the Contractor's representatives to conduct program and facility reviews in order to assess service quality and to review which substantiate charges under this Agreement. Such reviews may include, but are not limited to, meetings with consumers and families, review of service records, review of service policy and procedure issuances, meeting with the Vendor and any other persons involved with the provision of services. Such reviews may occur as often as deemed necessary by the Contractor and may be unannounced.
- 9. Accounting and Record Keeping. The Vendor shall maintain an accounting system of supporting records adequate to assure that claims for funds are in accordance with applicable state, federal and appropriate accrediting agency requirements. Such supporting records shall reflect all direct and indirect costs of any nature expended in the performance of this Contract and all income from any source. The Vendor shall also collect and maintain fiscal and statistical data pursuant to the servicing of this Agreement and any purchase order for a child under the supervision or authority of the Contractor on forms designated by the Contractor. The Vendor agrees to retain all books, records, and other documents relative to this Agreement and any purchase order for a child under the supervision or authority of the Contractor for five years after any final payment pursuant to this Agreement and any purchase order for a child under the supervision or authority of the Contractor or as long as necessary for purposes of any unresolved state or federal audit. The Contractor, its authorized agents, and state or federal auditors shall have full access to and the right to examine any of said materials during an audit.
  - 10. <u>Serious Incident Reporting.</u> The following procedures shall be adhered to in reporting a serious incident actual or alleged, which is related to youth placed by the Contractor. A serious incident includes, among others, abuse or neglect; criminal behavior; death; emergency treatment; facility related issues, such as fires, flood, destruction of property; food borne diseases; physical assault/other acts of aggression; sexual misconduct; assault; substance abuse; serious illnesses such as tuberculosis or meningitis, serious injury (accidental or otherwise); suicidal attempt; unexplained absences; or other incidents which jeopardize the health, safety, or well being of the child/youth.

If such serious incident involved a criminal offense, Vendor upon request of Contractor will file criminal charges against that child if deemed clinically appropriate by attending psychiatrist and

consultation with CSA coordinator/Case Manager/Service Supervisor. Within twenty-four hours of a serious incident, or by the next business day, the Vendor shall report the incident by speaking to or leaving a message for the case manager of the placing agency of each youth involved and with The CSA Coordinator. Within forty-eight hours of the serious incident, the Vendor shall complete and submit a written report to the case manager and The CSA Coordinator of the placing agency for each youth involved.

The written report of the serious incident shall provide a factual, concise account of the incident and include: Name of facility/provider; name of person completing form; date & time of serious incident; date of the report; child/youth's name, age, gender, ethnicity; placing agency name; placing agency case manager's name; where the incident occurred, description of incident (including what happened immediately before, during and after the incident); names of witnesses; action taken in response to the incident; names / agencies notified (family, legal guardian, child protective services, medical facility, police); recommendation for follow-up and/or resolution of incident; signature of person completing report; and facility/provider director's (or designee) signature and date.

Separate reports shall be completed and submitted for each child/youth involved and placed by the Contractor. The Vendor is responsible for ensuring the confidentiality of the parties involved in the incident.

11. Medicaid. The Vendor shall seek Medicaid payment for services that are approved for Medicaid payment as determined by the State Department of Medical Assistance Services (DMAS). The Contractor will not be responsible for payment of services not approved by DMAS or any contractor working on their behalf due to Vendor errors or omissions. It is the responsibility of the Vendor to submit required documentation to be approved by DMAS in a timely manner once proper documentation has been received by the Vendor. If appropriate paperwork is not received by the vendor for Medicaid approval the vendor is to notify the CSA Coordinator immediately by phone, fax or email. The vendor will send the CSA Coordinator a list of what is required for Medicaid approval and the date it should be returned to the vendor for timely processing. The Contractor will be responsible for payment for services denied by DMAS if the service is denied due to child specific circumstances and the FAPT team approves the services and the CPMT approves the expenditures. It is the Vendor's responsibility to notify the CSA Coordinator - within three business days of DMAS notification to Vendor, either by fax, email or phone, of

approval or denial of services. The Vendor shall appeal all denials. Billing will be adjusted to reflect only costs payable by the Contractor through its DSS office.

- 12. <u>Term.</u> The term of this Agreement shall be from July 1, \_\_\_\_\_, through June 30, \_\_\_\_\_, unless services are terminated sooner.
- 13. <u>Termination.</u> The Contractor may terminate this Agreement immediately for the following reasons:
  - a. Default of this Agreement by the Vendor, which is not cured within 21 days' notice of such default. If, however, such default results in harm or risk of the child, the Contractor may terminate the agreement immediately;
  - Local, state, or federal government failure to allocate sufficient funds for continuation of this Agreement;
  - c. Client related circumstances requiring immediate termination of the services in order to protect the safety or well being of the child; or
  - d. Lack of treatment progress, or need for change in service as determined by the Family Assessment and Planning Team, or by court order.

Notwithstanding the above, either party may terminate this Agreement with fifteen (15) days written notice to the other party.

- 14. Billing. Billing for services rendered shall be handled in the following manner:
  - a. The Vendor shall bill the Contractor monthly by the 5<sup>th</sup> of each month for services rendered during the previous month. Invoices shall describe in such detail as the Contractor may require the services performed during the previous billing period. Invoices shall be sent to Carroll County DSS/attention CSA Coordinator 605-8 Pine Street, Hillsville, VA 24343. The Contractor's obligation to pay shall be subject to appropriation of sufficient local, state and/or federal funds.
  - b. The Contractor shall not be obligated to pay for services when the Vendor fails to submit a Vendor invoice within forty-five (45) calendar days after the end of the calendar month in which services were provided. Contractor's fiscal year is July 1 through June 30. Any bills for services provided during any particular fiscal year must be received no later than August 1st of the following fiscal year. Any billing for a prior fiscal year not

- received by August 1st of the following fiscal year will not be paid. It is the Vendor's responsibility to review payments made on a regular basis.
- c. The Vendor shall keep complete and accurate financial and program records and provide access to these records upon request to the Contractor or other state or federal officials.
- d. In the event that this Agreement is terminated and not in any way through the fault of the Vendor, payment shall be made by the Contractor to the Vendor for services performed prior to the time of termination.
- e. The Contractor will pay for no more than five (5) days of absence from the program or parts of the program, for reasons other than illness or death in the family in a year (particularly the educational portion or the program) unless agreed upon by the contractor. Any payment to the Vendor past the 5 day time period will need to be approved by the Case Manager, Service Supervisor, CSA Coordinator and CPMT Chair. A written statement explaining what service will be paid for and for what time period will be provided to the CSA Coordinator no later than 1 business day after all parties have approved the service.
- 15. <u>Indemnification.</u> The Vendor agrees to defend, indemnify and hold harmless Carroll County, FAPT, and CPMT, and their officer, employees, volunteers and agents from and against any and all claims, charges, including attorney fees, fines, judgments, liabilities, damages, actions, liability costs and expenses of whatever nature or losses of any kind or nature whatever resulting from the negligent acts or omissions of the Vendor or Vendor's agents arising from or relating to the services provided under this Agreement.
- 16. <u>Insurance.</u> Vendor shall at its sole expense obtain and maintain during the term of this Agreement insurance policies required by this Agreement, naming the Caroll County CPMT as an additional insured. Any required insurance policies shall be effective prior to the provision of any services or other performance by Vendor under this Agreement. The following policies and coverage are required:
  - a. Commercial general liability insurance, written on an occurrence basis which shall insure against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury to person or property arising out of Vendor's performance under this Agreement.

- The normal limits of liability for this coverage shall be \$1,000,000.00 combined single limit for any one occurrence.
- Contractual liability broad form insurance shall include the indemnification obligation set forth in this Agreement.
- c. Workers' compensation insurance covering Vendor's statutory obligations under the laws of the Commonwealth of Virginia and employer's liability insurance shall be maintained for all its employees engaged in work under this Agreement. Minimum limits of liability for employers liability insurance will be \$100,000 for bodily injury by accident each occurrence; \$100,000 bodily injury by disease (policy limit); and \$100,000 bodily injury by disease (each employee). With respect to Worker's compensation coverage, the Vendor's insurance company shall waive rights to subrogation against the Carroll County FAPT and CPMT, and their officers, employees, agents, volunteers, and representatives.
- d. Automobile liability insurance shall be \$1,000,000 combined single limit applicable to owned and non-owned vehicles used in the performance of any work under this Agreement.
- e. Professional liability insurance with a minimum of liability of \$1,000,000. The insurance coverage in amounts set forth in subsections (a), (b), (c), (d), and (e) of this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of \$1,000,000. Should an umbrella liability coverage policy be used, such coverage shall be accompanied by a certificate of endorsement stating that it applies to specific policy numbers indicated for the insurance providing the coverage required by subsections (a), (b), (c), (d), and (e). It is further agreed that such statement shall be made a part of the certificate of insurance furnished by the Vendor to the Carroll County CPMT
- 17. <u>Independent Contractor.</u> It is expressly understood that the Vendor is an independent contractor and shall not be considered to be an employee, agent, or representative of the Carroll County FAPT or CPMT for any purpose whatsoever. Nothing in the Agreement shall be construed as authority for either party to make commitments, which will bind the other party beyond the scope of services or the term herein.

- 18. <u>Confidentiality.</u> Client information is confidential and Vendor shall not disclose such information except for purposes directly connected with the Vendor's responsibilities for providing services under this Agreement. Vendor shall safeguard client information in accordance with the provisions of applicable state, local, and federal laws.
- 19. <u>Ethics in Public Contracting.</u> The Vendor hereby certifies that it has familiarized itself with Virginia Code provisions regarding ethics in public contracting and further that all amounts received by the Vendor pursuant to this Agreement are proper and in accordance with the law.
- 20. Non-Discrimination in Employment and Contracting. The Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. In all solicitations or advertisements for employees, Vendor will state that it is an equal opportunity employer. Notices, advertisement and solicitations place in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 21. Non-Discrimination in Delivery of Services. In providing services to clients pursuant to the term of this Agreement the Vendor will not discriminate against any client or employee on the basis of race, color, creed, disability, age, gender, natural origin, disability, or any other basis prohibited by state law relating to discrimination in employment except in accordance with a bonafide occupational qualification reasonably necessary to the Vendor or a legally permissible admission criteria. If Vendor is a faith-based organization, Vendor, or any subcontractor of Vendor, shall, in bold-face type include the following: "Neither the Contractor's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract or agreement is an endorsement of the Vendor's charitable or religious character, practices, or expression. No provider of services, including Vendor, may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different

provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the appropriate person as indicated in this form."

22. Assignment or Subcontracting. Vendor shall not assign, transfer, or subcontract any rights or

obligations under this Agreement without the prior written consent of the Contractor, which

consent may be withheld by Contractor sole discretion.

23. Waiver and Severability. The failure of the Contractor to enforce at any time any of the

provisions of this Agreement, or to exercise any option which is herein provided, or to require at

any time any performance by the Vendor of any of the provisions hereof, shall in no way affect

the validity of this Agreement or any part thereof, or the right of the Contractor to thereafter

enforce each and every provision. The provisions of this Agreement shall be deemed severable

and the invalidity of unenforceability of any provision shall not affect the validity and

enforceability of other provisions.

24. Remedies Cumulative. All remedies afforded in this Agreement shall be construed as cumulative,

that is in addition to every other remedy provided herein or by law.

25. Notice. Notice to any party hereunder shall be as follows:

CONTRACTOR: Carroll County CPMT

Address:

605-8 Pine Street

Address:

Hillsville, VA 24343

<u>Venue.</u> This Agreement will be governed in all respects, whether as to validity, construction, 26.

capacity, performance or otherwise, by the laws of the Commonwealth of Virginia and any action

brought to enforce any provision of this Agreement shall be brought in the Circuit Court for

Carroll County.

27.

Amendment and Adherence to Law. This Agreement constitutes the entire understanding

between the Contractor and Vendor. Any alterations, amendments or modifications in the

provision of this Agreement shall be in writing, signed by the parties and attached hereto.

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Notwithstanding this, this Agreement is subject to the provisions of the Code of Federal Regulations, the amendments thereto, and relevant state and local laws, ordinances, regulations and pertinent health and behavioral health accreditation agencies/organizations. The Contractor may modify this Agreement to comply with any requirements mandated by federal, state, or local law by giving written notice of said modification to the Vendor.

- 28. <u>Immigration Compliance</u>: Vendor acknowledges and agrees that it does not, and shall not during the performance of its services for the Contractor, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986
- 29. <u>Drug Free Workplace:</u> During the performance of its services, Vendor agrees to (i) provide a drug-free workplace for the employees; (ii)post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that he unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitation or advertisements for employees placed by or on behalf of Vendor, that Vendor maintains a drug-free workplace; and (iv) include the provision of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. A "drug-free workplace" means a site for the performance of work done in connection with services herein and at which the employees of Vendor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the services herein.

authorized officers.		
VENDOR		
Ву:	Date:	
Title:		
	<del> </del>	
CARROLL COUNTY COMMUNITY POLICY AND A	MANAGEMENT TEAM - APPROVAL	
Date:		
Title: CPMT Chairperson		
·		
Title: CPMT Chairperson		
·		

In WITNESS Whereof, the parties have caused this Agreement to be executed by their duly

## MEMORANDUM OF AGREEMENT

PARTIES TO THE AGREEMENT: This gareement entered into by hereinafter called the

	"Service Provider" and the Carroll County Community Policy and Management Team (CPMT), hereinafter called the "Purchasing Agency."						
II.	PERIOD OF AGREEMENT: end of each fiscal year.	July 30,	thru May 31,	and renewable at the			

- VIII. PURPOSE: The purpose of this agreement is to describe the contractual relationship under which the Service Provider is to provide certain specified services to children and families referred by Community Agencies. The agreement is designed to enable the Purchasing Agency to provide funding under the Comprehensive Services Act (CSA). Funding obtained through the use of this MOA will not supplant currently allocated funds through any other local funding source.
- IV. SCOPE OF SERVICES: The Service Provider will provide specific services as requested in the IFSP and presented for approval to the FAPT/CPMT Teams. Services provided under this agreement shall be delivered by the staff of the Service Agency.
  - A. The Service Provider will provide the following services:

### B. Case Management:

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The assigned Service Provider Staff will:

- 1. Open a case file that uniquely identifies referrals from the referring agency.
- 2. Place treatment notes in each referral's file that reflects actions taken to address the referred individual's needs.
- 3. Provide regular progress reports on each referral currently receiving services.
- 4. Meet regularly with designated case manager to staff cases.
- 5. Notify the designated case manager of referred individual's failure to comply with services within five (5) working days of such determination.
- 6. Notify the designated case manager of any absences from scheduled sessions
- 7. Provide written summary of the referral's response to treatment within ten (10) working days of completion.

## C. Administration, Monitoring and Evaluation:

The Service Provider will:

- 1. Record, maintain and provide upon request statistical data relative to the individuals being served.
- 2. Designate a contact person who shall be responsible for the administration of this agreement.
- **3**. Participate with CPMT in the design and implementation of methods of evaluating program effectiveness.

#### V. RESPONSIBILITIES OF THE PURCHASING AGENCY:

## A. Assessment and Referral: The Purchasing Agency will:

- 1. Make referrals following in accordance with applicable state law and CSA procedures. Referrals shall include a statement as to the type of service to be provided.
- 2. Provide, at time of referral, a summary of the referred individual's status and history including appropriate relevant information regarding treatment needs.
- 3. Identify the desired outcome of the service.

## B. Case Management: The Purchasing Agency will:

- 1. Designate an assigned case manager to participate in case review sessions; to assist, as appropriate, in facilitation the service process; and for on-going consultation.
- 2. Participate, with designated staff of the Service Provider, in regular case staffing to discuss client progress and to determine appropriate responses to both positive and negative responses to intervention.

# C. Administration, Monitoring and Evaluation: The Purchasing Agency will:

- ${f 1}$ . Provide a contact person who shall be responsible for the administration of this agreement.
- 2. Conduct periodic reviews and audits of services provided under this contract.

## VI. LOCATION OF SERVICES:

Services provided under the agreement will take place at the Service Provider's offices and in the community as needed and appropriate.

### VII. CONFIDENTIALITY:

The Service Provider and the Purchasing Agency agree to adhere to all Federal and State laws and regulations regarding confidentiality of treatment information.

# VIII. TRAINING:

A. Training for staff of both the Service Provider and the Purchasing Agency will be jointly conducted to awareness of the requirements of this agreement. The respective contact persons for the Service Provider and the Purchasing Agency shall conduct and/or coordinate such training.

**B.** Mutual training opportunities will be conducted periodically to enhance the services provided to clients. Such training will be scheduled as mutually agreed upon by the Service Provider and the Purchasing Agency.

#### IX. PRICING AND PAYMENT TERMS:

A. The Purchasing Agency will issue Purchase Orders to the Service Provider prior to the initiation of services. Services shall not begin prior to the receipt of a signed purchase order from the Purchasing Agency. Payment to the Service Provider will be made monthly by the Carroll County CSA Fiscal Agent based on invoices submitted monthly to the Purchasing Agency. Invoices shall include the month of services, the number of days/hours/sessions, dates of services, rate of services and the individual's POSO tracking number.

**B**. Services under this agreement will be provided at the following rates:

### X. PAYMENTS BY CHILDREN/FAMILIES:

The only charge made directly to the child or his/her parent/guardians will be the copayment amount determined by the FAPT/CPMT. The parent/guardian will be made aware of this expense before any services are to be provided.

## XI. TERMS AND CONDITIONS:

A.AUDIT: The Service Provider shall retain all books, records, and other documents relative to this agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Purchasing Agency, its authorized agents, and/or state

auditors shall have full access to and the right to examine any of said materials during said period.

- **B.APPLICABLE LAWS AND COURT:** This agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Service Provider shall comply with all applicable federal, state and local laws, rules and regulations.
- C. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that both parties shall be bound hereunder only the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- **D.CANCELLATION OF AGREEMENT:** The parties to this agreement may terminate this agreement, in part or in whole, without penalty, upon 30 days written notice. Any agreement cancellation notice shall not relieve the Service Provider of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation nor relieve the Purchasing Agency from paying for services rendered prior to the date of cancellation.
- E. CHANGES TO THIS AGREEMENT: The parties may agree in writing to modify the scope of the agreement. An increase or decrease in the price of the agreement resulting from such modification shall be agreed to by the parties as a part of a written agreement to modify the scope of the agreement.
- F. DEFAULT: Failure to deliver goods or services in accordance with the agreement terms and conditions shall be cause for Purchasing Agency, after due oral or written notice, to procure services from other sources and hold the Service Provider responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Purchasing Agency may have.
- **G.DRUG FREE WORKPLACE:** The Service Provider acknowledges and certifies that it understands that the following acts by the Service Provider, its employees, and/or agents performing services on state property are prohibited:
  - 1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs: and
  - 2. Any impairment or incapacitation from the use of alcohol or other drugs except the use of drugs for legitimate medical purposes.

The Service Provider further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of agreement and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

**H.BACKGROUND INVESTIGATIONS:** The Service Provider will certify that a background investigation has been completed on staff hired under this agreement, in accordance with statutory requirements.

I.RENEWAL OF AGREEMENT: This agreement may be renewed on an annual basis upon written agreement of both parties. The maximum term of the agreement with all renewals shall not exceed five (5) years. Any changes in the terms of the agreement and the pricing will be negotiated at the time of renewal and included in the renewal document signed by the parties.

SERVICE PROVIDER:	<u>PURCHASING AGENCY:</u>
ВУ:	ВУ:
TITLE:	TITLE:
DATE:	DATE:

## Parental Co-Pay

TO:

From: Jackie Roberts

CSA Coordinator

Date:

Subject: Parental Financial Contribution

The 1995 Virginia General Assembly amended the Code of Virginia to make the Community Policy and Management Team responsible to access the ability of parents or legal guardians to contribute financially to the cost of services provided to their children under CSA (Comprehensive Services Act). At that time, the Carroll County CPMT established a parental co-pay policy. The state law requires Carroll County to collect a financial contribution from the parents or legal guardians of children receiving CSA funded services.

The Carroll County FAPT and CPMT have reviewed the co-pay policy is as follows:

- Parents or legal guardians shall apply for Medicaid or FAMIS through the Carroll County Department of Social Services for all children receiving CSA funded services unless the child is already Medicaid or FAMIS eligible.
- 2. If the child remains in the home of the parents and is receiving community based services the parents shall pay assessed parental contribution directly to the CSA Program. Expected contribution will be based on flat monthly fee for community based services and on countable monthly income for residential/out of home placement. The income will be calculated and compared to the Monthly Expected Contribution Worksheet. Other options for parent participation in lieu of financial contribution will be volunteer services and/or trainings offered within the community and the day reporting program. The FAPT/CPMT will expect the parent to participate in some fashion as long as their case is open to CSA funding.
- 3. If a child is receiving residential services as a result of being in foster care and child receives Supplemental Security Income (SSI), Social Security (SSA), child support, or other income, parent shall pay these funds to the Carroll County Fiscal Agent as reimbursement for residential services. This payment is to be to the Carroll County Fiscal Agent, attention CSA Pool, 605-8 Pine Street, Hillsville, VA 24343, no later than the 10<sup>th</sup> of the month following the start of services. If it is not received by that date, you will be notified and services will be halted on or before the last day of the month for which money is not received.
- 4. If a child is receiving services as a result of a parental placement the parents shall pay an assessed parental contribution directly to the CSA Program. If the parent is unable to contribute financially the parent will have the option to participate with volunteer services

and/or trainings offe	am. An agreement will		
be made between the CSA	Coordinator,	the parent and the child's case manage	r.
CARROLL COUNTY FA		SSMENT PLANNING TEAM PARENTA	AL FINANCIAL

and legal guardians to reimburse the cost of services.

Under the authority of Virginia Code 2.1-752.3 and 2.1-754.4, for all children funded by At-Risk

Youth and Family Services Funds, a financial contribution shall be assessed and collected from parents

- 1. Parents or adults responsible to support a child as defined in TANF policy funded for services contained on an Individualized Education Plan (IEP) are exempt from the parental contribution requirement (PCR) for those services, per P.L. 94-142.
- 2. For all children in Department of Social Services custody, and receiving out-of-home services, parental contribution shall be assessed and collected by the Division of Child Support Enforcement based on Virginia Code 20-108.2.
- 3. For all children receiving At-Risk and Family Services, the parent/adult responsible to support as defined in TANF shall apply for Medicaid or FAMIS through Carroll County Department of Social Services unless child is Medicaid eligible at time of referral.
- 4. Parental financial contribution shall be assessed by the FAPT using local guidelines.
- 5. A parental contribution amount shall be assessed, and parents or adults responsible to support a child informed in writing of their financial obligation, prior to the commencement of services.
- 6. Parents of children receiving At-Risk Youth and Family Services, out-of-home services who receive Supplemental Security Income (SSI), Social Security (SSA), child support or other moneys on behalf of the child shall be required to immediately inform the funding source of the child's change in residence and pay these moneys to the Carroll County CSA Office as reimbursement for residential services.
- 7. The CPMT shall have the authority to promulgate necessary procedures, forms and notices to implement this policy. The CPMT has the authority to substitute financial co-payment requirements with community service participation in order for families to meet their co-payment obligations.
- 8. Parents or legal guardians dissatisfied with the action of the FAPT regarding their contribution may appeal to the CPMT.
- 9. Parental co-payment will be made to the CSA Program no later than the 5<sup>th</sup> day of the month. If payments are late or payments are not made services will be put on hold until the CPMT can meet to determine what course of action will be taken to assist the family in meeting their co-payment obligations.



# CSA HOUSEHOLD INCOME & EXPENSE FORM GROSS MONTHLY INCOME

CHILD'S NAME:	DATE:
MOTHER'S NAME:	
ADDRESS:	
CITY/STATE:	
FATHER'S NAME:	
ADDRESS:	
CITY/STATE:	<del></del>
MEMBERS OF THE FAMILY UNIT:	
NAME	RELATIONSHIP
1	
2	
3	
4	
5	
6	

SALARY/WAGES:	:		
NAME	EMPLOYER	FREQUENCY	RATE
1			
2			
4			
OTHER INCOME:			
TANF \$	UNEMPLOYM	SS 55	5A \$
SSI \$	ALIMONY/CI	HILD SUPPORT \$	

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPLICANT - Do not write in this area. For Office Use Only.						
HOUSEHOLD SIZE:	MONTHLY INCOME:	·				
MONTHLY CONVERSION:	[WEEKLY X 4.33] [BI-WEE	KLY X 2.15] [TWICE MONTHLY X 2]				
COPAYMENT: YES	NO:	AMOUNT:				

**Table of Expected Contributions** 

Table of Expected Contributions								
Monthly		Self and						_
Gross	Self	One	Two	Three	Four	Five	Six	Seven
Income	Only	Dependent	Dependents	Dependents	Dependents	Dependents	Dependents	Dependents
\$0-\$779	0	0	0	0	0	0	0	0
\$780-\$850	50	0	0	0	0	0	0	0
\$851-\$900	60	0	0	0	0	0	0	0
\$901-\$950	70	0	0	0	0	0	0	0
\$951-\$1000	80	0	0	0	0	0	0	0
\$1001-\$1050	90	0	0	0	0	0	0	0
\$1051-\$1100	100	50	0	0	0	0	0	0
\$1101-\$1150	110	60	0	0	0	0	0	0
\$1151-\$1200	120	70	0	0	0	0	0	0
\$1201-\$1250	130	80	0	0	0	0	0	0
\$1251-\$1300	140	90	0	0	0	0	0	0
\$1301-\$1350	150	100	50	0	0	0	0	0
\$1351-\$1400	160	110	60	0	0	0	0	0
\$1401-\$1450	170	120	70	0	0	0	0	0
\$1451-\$1500	180	130	80	0	0	0	0	0
\$1501-\$1550	190	140	90	0	0	0	0	0
\$1551-\$1600	200	150	100	0	0	0	0	0
\$1601-\$1650	210	160	110	50	0	0	0	0
\$1651-\$1700	220	170	120	60	0	0	0	0
\$1701-\$1750	230	180	130	70	0	0	0	0
\$1751-\$1800	240	190	140	80	0	0	0	0
\$1801-\$1850	250	200	150	90	0	0	0	0
\$1851-\$1900	260	210	160	100	50	0	0	0
\$1901-\$1950	270	220	170	110	60	0	0	0
\$1951-\$2000	280	230	180	120	70	0	0	0
\$2001-\$2050	290	240	190	130	80	0	0	0
\$2051-\$2100	300	250	200	140	90	0	0	0
\$2101-\$2150	310	260	210	150	100	50	0	0
\$2151-\$2200	320	270	220	160	110	60	0	0
\$2201-2250	330	280	230	170	120	70	0	0
\$2251-\$2300	340	290	240	180	130	80	0	0
\$2301-\$2350	350	300	250	190	140	90	0	0
\$2351-\$2400	360	310	260	200	150	100	50	0
\$2401-\$2450	370	320	270	210	160	110	60	0
\$2451-2500	380	330	280	220	170	120	70	0
\$2501-2550	390	340	290	230	180	130	80	0
\$2551-2600	400	350	300	240	190	140	90	0
\$2601-2650	410	360	310	250	200	150	100	50
\$2651-2700	420	370	320	260	210	160	110	60
\$2701-2750	430	380	330	270	220	170	120	70
\$2751-2800	440	390	340	280	230	180	130	80
\$2801-2850	450	400	350	290	240	190	140	90
\$2851-2900	460	410	360	300	250	200	150	100
\$2901-2950	470	420	370	310	260	210	160	110
\$2951-3000	480	430	380	320	270	220	170	120
\$3001-3050	490	440	390	330	280	230	180	130
\$3051-3100	500 510	450 460	400	340	290	240	190	140
\$3101-3150	510	460	410	350	300	250	200	150

\$3151-\$3200	520	470	420	360	310	260	210	160
\$3201-\$3250	530	480	430	370	320	270	220	170
\$3251-\$3300	540	500	440	380	330	280	230	180
\$3301-\$3350	550	510	450	390	340	290	240	190
\$3351-\$3400	560	520	460	400	350	300	250	200
\$3401-\$3450	570	530	470	410	360	310	260	210
\$3451-\$3500	580	540	480	420	370	320	270	220
\$3501-\$3550	590	550	490	430	380	330	280	230
\$3551-\$3600	600	560	500	440	390	340	290	240
\$3601-\$3650	610	570	510	450	400	350	300	250
\$3651-\$3700	620	580	520	460	410	360	310	260
\$3701-\$3750	630	590	530	470	420	370	320	270
\$3751-\$3800	640	600	540	480	430	380	330	280
\$3801-\$3850	650	610	550	490	440	390	340	290
\$3851-\$3900	660	620	560	500	450	400	350	300
\$3901-\$3950	670	630	570	510	460	410	360	310
\$3951-\$4000	680	640	580	520	470	420	370	320
\$4001-\$4050	690	650	590	530	480	430	380	330
\$4051-\$4100	700	660	600	540	490	440	390	340
\$4101-\$4150	710	670	610	550	500	450	400	350
\$4151-\$4200	720	680	620	560	510	460	410	360
\$4201-\$4250	730	690	630	570	520	470	420	370
\$4251-\$4300	740	700	640	580	530	480	430	380
\$4301-\$4350	750	710	650	590	540	490	440	390
\$4351-\$4400	760	720	660	600	550	500	450	400
\$4401-\$4450	770	730	670	610	560	510	460	410
\$4451-\$4500	780	740	680	620	570	520	470	420
\$4501-\$4550	790	750	690	630	580	530	480	430
\$4551-\$4600	800	760	700	640	590	540	490	440
\$4601-\$4650	810	770	710	650	600	550	500	450
\$4651-\$4700	820	780	720	660	610	560	510	460
4701-4750	830	790	730	670	620	570	520	470
\$4751-\$4800	840	800	740	680	630	580	530	480
\$4801-\$4850	850	810	750	690	640	590	540	490
\$4851-\$4900	860	820	760	700	650	600	550	500
\$4901-\$4950	870	830	770	710	660	610	560	510
\$4951-\$5000	880	840	780	720	670	620	570	520
\$5001-\$5050	890	850	790	730	680	630	580	530
\$5051-\$5100	900	860	800	740	690	640	590	540
\$5101-\$5150	910	870	810	750	700	650	600	550
\$5151-\$5200	920	880	820	760	710	660	610	560
\$5201-\$5250	930	890	830	770	720	670	620	570
\$5251-\$5300	940	900	840	780	730	680	630	580
\$5301-\$5350	950	910	850	790	740	690	640	590
\$5351-\$5400	960	920	860	800	750	700	650	600
\$5401-\$5450	970	930	870	810	760	710	660	610
\$5451-\$5500	980	940	880	820	770	720	670	620
\$5501-\$5550	990	950	890	830	780	730	680	630
\$5551-\$5600	1000	960	900	840	790	740	690	640
\$5601-\$5650	1010	970	910	850	800	750 700	700	650
\$5651-\$5700	1020	980	920	860	810	760	710	660
\$5701-\$5750	1030	990	930	870	820	770	720	670

\$5751-\$5800	1040	1000	940	880	830	780	730	680
\$5801-\$5850	1050	1010	950	890	840	790	740	690
\$5851-\$5900	1060	1020	960	900	850	800	750	700
\$5901-\$5950	1070	1030	970	910	860	810	760	710
\$5951-\$6000	1080	1040	980	920	870	820	770	720

# CASE ACTION FORM

Parent(s) Name(s):	Child	's Name:			_
Address:	Vendor:				
Daytime Phone:					
SERVICE:					
[ ] OUT-OF-HOME SERVICES					
[ ] SERVICES FOR A CHILD IN	THE HOME				
Services Effective Date:	Term	nination Date: _			
PARENTAL CONTRIBUTION ASS	ESSED: \$		PER MON	ТН	
DUE DATE: BY THE 5 <sup>TH</sup> OF THE M	ONTH FOLLO	WING THE ST	TART OF S	ERVICE	
This is to acknowledge that all of the agree to pay the assessed fee for service to either the Carroll County	all units of s	ervice received	d within 30	•	
If I receive Supplemental Securit behalf of the child, I shall immedic pay these funds to the Carroll Coun	itely inform th	e funding sour	ce when th	e child changes re	
I understand that services can be with the CSA Coordinator. I under be responsible for payment of Me providing all required verifications of	stand that if itselections	I do not apply t d services in t	for Medica heir entire	id/FAMIS for my	child, I will
I understand that any delinquent be debt program and will be referre considered delinquent if they remai	d to the Carr	roll County Fis	cal Ågent	-	•
I will discuss with the CSA Coord above. (Phone 276-730-3159)	inator any pro	blems that ari	se about m	naking payments a	s agreed to
If I do have insurance, I unders services prior to accessing CSA-fur		•	nsurance po	ayment for all me	ental health
Parent Signature	Date	Social Securi	ity#	Telephone #	-

Parent Signature	Date	Social Security#	Telephone#
		Copy given to parent/gua	rdian:
CSA PROGRAM MANAGER		DATE	

# CPMT PRE-APPROVAL AUTHORIZATION FORM

In the event of emergency placements and/or service allocations, The CSA Coordinator will be notified in writing by the appropriate FAPT member. The information will be directed to the CPMT Chair/Service Supervisor for approval. If/when the service allocation is approved the CSA Coordinator is responsible for notifying the appropriate agency/worker. The CSA Coordinator shall be given all appropriate paperwork within 3 business days of approval for emergency service referrals. All necessary paperwork, including but not limited to - State Rate Sheet, CANS, documentation of Family Engagement, and SIGNED Certificate of Need shall be in place within 3 business days of service/placement approval, or the placing agency shall pay for the service/placement until proper paperwork is presented.

I,	am r	equesting funding for	
	(case name) fo	or	
	(service/place	ment request) for the time pe	riod of
	to		
		the normal approval process o	
continued funding appro	oval at their next schedule 5A Coordinator within 3 bu	sented to the FAPT/CPMT Te d meeting. I understand all p siness days of approval or ser	paperwork
 Worker		Supervisor	_
		CSA Coordinator	_
Data			

# M. Office of Comprehensive Services (OCS) CSA Coordinator Job Description

# EMPLOYEE WORK PROFILE

# WORK DESCRIPTION/PERFORMANCE PLAN PART I – Position Identification Information

1. Position Number	2. Agency Name & Code; Division/Department:						
3. Location Code and Work Location Code:	4. Occupational Family & Career Group:						
5. Role Title & Code:	6. Pay Band:						
7. Work Title: Comprehensive Services Act Coordinator	8. SOC Title & Code:						
9. EEO Code:	10. Level Indicator:  Employee Supervisor Manager						
11. Supervisor's Position Number:	12. Supervisor's Role Title & Code:						
13. FLSA Status: Exempt Non-Exempt	14. Date:						
PART II – Work Description & Performance Plan							
15. Organizational Objective:							
16. Purpose of Position:							
services to at-risk youth and their families within a local	child centered, family focused, cost effective, community-based government structure as organized under the Virginia erves as manager of the system process to create improved outcome						

# 17. Knowledge, Skills, Abilities (KSAs) and or Competencies required to successfully perform the work:

- General knowledge of the human services system with specialized knowledge of at least one program area related to the Comprehensive Services Act (e.g. foster care, mental health, special education, juvenile justice, local government families)
- Knowledge regarding a children's services system of care philosophy and values
- Knowledge of government structure, operation and regulatory functions
- Knowledge and ability to develop and manage a program budget
- Ability to establish and maintain effective working relationships with individuals in a diversity of roles, such as families colleagues, agencies vendors, consultants and state and local government officials
- Demonstrated skills and ability in providing leadership in a team environment
- Excellent interpersonal skills which demonstrate respect for others
- Ability to maintain detailed confidential and fiscal information in a secure manner
- Ability to collect, organize and report data
- Ability to develop meaningful measurable outcomes to provide feedback to the Community Policy and Management Team (CPMT), Family Assessment and Planning Team (FAPT and other interested local parties on the operation of the CSA program
- Comprehensive knowledge of local community resources and services available to assist at risk youth and their families
- Ability to think critically and creatively to resolve problems in the service delivery system
- Ability to research, locate and develop additional services to meet identified needs of at-risk youth in the community
- Ability to plan, organize, facilitate and/or deliver both routine and specialized training
- Ability to handle multiple concurrent tasks, projects and responsibilities
- Excellent organizational and time management skills, including the ability to prioritize tasks
- Excellent communications skills, both oral and written with the ability to reach a variety of audiences
- Proficient in the use of Microsoft Outlook, Word, Power Point and Excel software

# 18. Education, Experience, Licensure, Certification required for entry into position:

- Four year degree from an accredited college or university in human services, public administration, business
  management or related field with at least one year of experience in human services, public administration, business
  management, education or related field preferred... OR
- Two years of college or university with at least three years of experience in human services, public administration, business management, education or related field
- Experience with the Comprehensive Services Act (CSA) desired

19. Core Responsibilities	20. Measures for Core Responsibilities
A. Program Policy Development, Coordination and Recommendation	<ul> <li>Assist the Community Policy and Management Team (CPMT) with the development, implementation and revision of policies and procedures regarding the operation of the CSA program. Such policies include those governing the interagency referral, review and provision of services, quality assurance and accountability, and appeals procedures.</li> <li>Implement, in collaboration with local partner agency (Department for Social Services, Court Services Unit, Community Services Board, school district) staff, the policies, procedures and guidelines adopted by the State Executive Council; responsible for monitoring and providing information to the CPMT on all partner agency policy changes, legislative changes or any local, state or federal policy, guideline or legal changes that affect the operation of the CSA program. Includes monitoring of legislation during the General Assembly session.</li> </ul>
B. Fiscal Policy Development, Coordination and Recommendation	<ul> <li>Assist the Community Policy and Management Team with the development, implementation and revision of policies and procedures regarding the fiscal operation of the CSA program.</li> <li>Responsible for planning, monitoring and projection of needs of the CSA budget.</li> <li>Responsible for creating relationships and establishing contracts with private providers of services to maximize service quality and effectiveness while minimizing cost.</li> <li>Responsible for meeting all state CSA fiscal requirements including, but not limited to, submitting monthly reimbursement request, supplemental funding requests and accurate accounting of funds.</li> <li>Report to the CPMT on the types of services provided to families and the expenditures associated with those services.</li> <li>Ensure all CSA requirements are met in order for locality to receive state reimbursement for funded services. Such requirements include, but are not limited to, the quarterly submission of the CSA data set and the monitoring of the use of the mandatory uniform assessment instrument.</li> </ul>
C. Program Administration and Oversight	<ul> <li>Develop and monitor a model utilization management plan and utilization review process that includes evaluation of service quality and effectiveness and facilitates public/private coordination around service delivery.</li> <li>Report results of such evaluation to the CPMT.</li> <li>Assist the CPMT in the development of measurable</li> </ul>

	outcomes and a means of collecting and analyzing data regarding those outcomes.
D. Training and Technical Assistance	<ul> <li>Provide training and technical assistance in the provision of efficient and effective services that are responsive to the needs and strengths of at-risk youth. Includes training for CPMT and FAPT members, other agency staff and parents on the roles of FAPT and CPMT, CSA state and local requirements, Medicaid processes and CANS certification.</li> <li>Identify existing gaps in the service delivery system.</li> <li>Provide leadership in working with FAPT and CPMT in identifying and developing strategies and options, including best practices, for increasing local service and treatment alternatives to address gaps and better meet the needs of children and families.</li> </ul>
E. Liaison with Family Assessment and Planning Team (FAPT)	<ul> <li>Assist the FAPT in the development, implementation and revision of policies and procedures regarding: review of referrals, family participation in the FAPT process, development of the Individual and Family Service Plan, FAPT recommendation to CPMT regarding services and funds, and designation of case manager.</li> <li>Prioritize family involvement and engagement in the FAPT process, and ensure that parents and caregivers are included in all aspects of service planning and provision.</li> <li>Provide case managers and FAPT information on vendors, services, treatment options and modalities across the state.</li> <li>Identify the most appropriate funding sources for services and assure all resources have been explored prior to use of CSA funding.</li> </ul>
F. Provide Administrative and Logistical Support for the CPMT and FAPT	Make or ensures that all logistical arrangements are made for meetings of the CPMT and FAPT, including, but not limited to: providing the agenda, notifying participants (including parents), providing a confidentiality agreement, taking minutes and ensuring the proper representation of members on CPMT and FAPT as required by the Code of Virginia.
G. Employ and Supervise Staff	May be required to employ and supervise support staff to fulfill CSA administrative requirements.

## § 2.2-3117. Disclosure form.

The disclosure form to be used for filings required by subsections A and D of  $\S 2.2-3114$  and subsections A and E of  $\S 2.2-3115$  shall be substantially as follows:

	STATEMENT OF	ECONOMIC	INTERESTS.
Name			
Office or position held or sou	ght		
Address			
Names of members of immediate	family		

### DEFINITIONS AND EXPLANATORY MATERIAL.

"Business" means a corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, trust or foundation, or any other individual or entity carrying on a business or profession, whether or not for profit.

"Close financial association" means an association in which the person filing shares significant financial involvement with an individual and the filer would reasonably be expected to be aware of the individual's business activities and would have access to the necessary records either directly or through the individual. "Close financial association" does not mean an association based on (i) the receipt of retirement benefits or deferred compensation from a business by which the person filing this statement is no longer employed, or (ii) the receipt of compensation for work performed by the person filing as an independent contractor of a business that represents an entity before any state governmental agency when the person filing has had no communications with the state governmental agency.

"Contingent liability" means a liability that is not presently fixed or determined, but may become fixed or determined in the future with the occurrence of some certain event.

"Dependent" means any person, whether or not related by blood or marriage, who receives from the officer or employee, or provides to the officer or employee, more than one-half of his financial support.

"Gift" means any gratuity, favor, discount, entertainment, hospitality, loan, forbearance, or other item having monetary value. It includes services as well as gifts of transportation, local travel, lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance or reimbursement after the expense has been incurred. "Gift" shall not include any offer of a ticket or other admission or pass unless the ticket, admission, or pass is used. "Gift" shall not include honorary degrees and presents from relatives. "Relative" means the donee's spouse, child, uncle, aunt, niece, or nephew; a person to whom the donee is engaged to be married; the donee's or his spouse's parent, grandparent, grandchild, brother, or sister; or the donee's brother's or sister's spouse.

"Immediate family" means (i) a spouse and (ii) any other person residing in the same household as the officer or employee, who is a dependent of the officer or employee or of whom the officer or employee is a dependent.

TRUST. If you or your immediate family, separately or together, are the only beneficiaries of a trust, treat the trust's assets as if you own them directly. If you or your immediate family has a proportional interest in a trust, treat that proportion of the trust's assets as if you own them directly. For example, if you and your immediate family have a one-third interest in a trust, complete your Statement as if you own one-third of each of the trust's assets. If you or a member of your immediate family created a trust and can revoke it without the beneficiaries' consent, treat its assets as if you own them directly.

REPORT TO THE BEST OF INFORMATION AND BELIEF. Information required on this Statement must be provided on the basis of the best knowledge, information and belief of the individual filing the Statement as of the date of this report unless otherwise stated.

## COMPLETE ITEMS 1 THROUGH 10. REFER TO SCHEDULES ONLY IF DIRECTED.

You may attach additional explanatory information.

## 1. Offices and Directorships.

Are you or a member of your immediate family a paid officer or paid director of a business?

EITHER check NO // OR check YES // and complete Schedule A.

## 2. Personal Liabilities.

Do you or a member of your immediate family owe more than \$10,000 to any one creditor including contingent liabilities? (Exclude debts to any government and loans secured by recorded liens on property at least equal in value to the loan.)

EITHER check NO // OR check YES // and complete Schedule B.

# 3. Securities.

Do you or a member of your immediate family, directly or indirectly, separately or together, own securities valued in excess of \$10,000 invested in one business? Account for mutual funds, limited partnerships and trusts.

EITHER check NO / / OR check YES / / and complete Schedule C.

# 4. Payments for Talks, Meetings, and Publications.

During the past 12 months did you receive lodging, transportation, money, or anything else of value with a combined value exceeding \$200 for a single talk, meeting, or published work in your capacity as an officer or employee of your agency?

EITHER check NO // OR check YES // and complete Schedule D.

5. Gifts.

During the past 12 months did a business, government, or individual other than a relative or personal friend (i) furnish you with any gift or entertainment at a single event, and the value received by you exceeded \$50 in value or (ii) furnish you with gifts or entertainment in any combination and the value received by you exceeded \$100 in total value; and for which you neither paid nor rendered services in exchange? Account for entertainment events only if the average value per person attending the event exceeded \$50 in value. Account for all business entertainment (except if related to your private profession or occupation) even if unrelated to your official duties.

EITHER check NO // OR check YES // and complete Schedule E.

6. Salary and Wages.

List each employer that pays you or a member of your immediate family salary or wages in excess of \$10,000 annually. (Exclude state or local government or advisory agencies.)

	•																																			
	•																																			
If	. 1	n	o	1	e	p	О	r	ta	ıb	l	e	S	a	la	ır	У	(	or	. 1	W	a	g	e	s,	(	cł	16	ec	k	h	21	e	: /	/ /	٠.

7. Business Interests.

Do you or a member of your immediate family, separately or together, operate your own business, or own or control an interest in excess of \$10,000 in a business?

EITHER check NO / / OR check YES / / and complete Schedule F.

8. Payments for Representation and Other Services.

8A. Did you represent, excluding activity defined as lobbying in § 2.2-419, any businesses before any state governmental agencies, excluding courts or judges, for which you received total compensation during the past 12 months in excess of \$1,000, excluding compensation for other services to such businesses and representation consisting solely of the filing of mandatory papers and subsequent representation regarding the mandatory papers? (Officers and employees of local governmental and advisory agencies do NOT need to answer this question or complete Schedule G-1.)

EITHER check NO // OR check YES // and complete Schedule G-1.

8B. Subject to the same exceptions as in 8A, did persons with whom you have a close financial association (partners, associates or others) represent, excluding activity defined as lobbying in § 2.2-419, any businesses before any state governmental agency for which total compensation was received during the past 12 months in excess of \$1,000? (Officers and employees of local governmental and advisory agencies do NOT need to answer this question or complete Schedule G-2.)

EITHER check NO // OR check YES // and complete Schedule G-2.

8C. Did you or persons with whom you have a close financial association furnish services to businesses operating in Virginia pursuant to an agreement between you and such businesses, or between persons with whom you have a close financial association and such businesses for which total compensation in excess of \$1,000 was received during the past 12 months?

EITHER check NO // OR check YES // and complete Schedule G-3.

9. Real Estate.

9A. State Officers and Employees.

Do you or a member of your immediate family hold an interest, including a partnership interest, valued at \$10,000 or more in real property (other than your principal residence) for which you have not already listed the full address on Schedule F? Account for real estate held in trust.

EITHER check NO // OR check YES // and complete Schedule H-1.

9B. Local Officers and Employees.

Do you or a member of your immediate family hold an interest, including a partnership interest, or option, easement, or land contract, valued at \$10,000 or more in real property (other than your principal residence) for which you have not already listed the full address on Schedule F? Account for real estate held in trust.

EITHER check NO // OR check YES // and complete Schedule H-2.

10. Real Estate Contracts with Governmental Agencies.

Do you or a member of your immediate family hold an interest valued at more than \$10,000 in real estate, including a corporate, partnership, or trust interest, option, easement, or land contract, which real estate is the subject of a contract, whether pending or completed within the past 12 months, with a governmental agency? If the real estate contract provides for the leasing of the property to a governmental agency, do you or a member of your immediate family hold an interest in the real estate valued at more than \$1,000? Account for all such contracts whether or not your interest is reported in Schedule F, H-1, or H-2. This requirement to disclose an interest in a lease does not apply to an interest derived through an ownership interest in a business unless the ownership interest exceeds three percent of the total equity of the business.

EITHER check NO // OR check YES // and complete Schedule I.

Statements of Economic Interests are open for public inspection.

# AFFIRMATION BY ALL FILERS.

I swear or affirm that the fore knowledge.	egoing information is full, true ar	nd correct to the best of my						
Signature								
(Return only if needed	to complete Statement.)							
SCHEDULES								
	to							
	STATEMENT OF ECONOM	MIC INTERESTS.						
NAME								
SCHEDULE A - OFFICES A	AND DIRECTORSHIPS.							
Identify each business of whi paid director.	ch you or a member of your imn	nediate family is a paid officer or						
Name of Business	Address of Business	Position Held						

RETURN TO ITEM 2

SCHEDULE B - PERSONAL LIABILITIES.

Report personal liability by checking each category. Report only debts in excess of \$10,000. Do not report debts to any government. Do not report loans secured by recorded liens on property at least equal in value to the loan.

Report contingent liabilities below and indicate which debts are contingent.

1. My personal debts are as follows:		
Check	(	Check one
appropriate	\$10,001	to More than
categories	\$50,000	\$50,000
Banks		
Savings institutions		
Other loan or finance companies		
Insurance companies		
Stock, commodity or other brokerage		
companies		
Other businesses:		
(State principal business activity for each		
creditor.)		
	_	
	-	
Individual creditors:		
(State principal business or		
occupation of each creditor.)		
	_	

2. The personal debts of the members of my immediate family are as follows:

Check		Check	one
appropriate	\$10,001	to I	More than
categories	\$50,000		\$50,000
Banks			
<del></del>			
Savings institutions			
Other loan or finance companies			
Insurance companies	_		
Stock, commodity or other brokerage			
companies			
Other businesses:			
(State principal business activity			
for each creditor.)			
Individual creditors:			
(State principal business or			
occupation of each creditor.)			

RETURN TO ITEM 3

SCHEDULE C - SECURITIES.

"Securities" INCLUDES stocks, bonds, "Securities" EXCLUDES
mutual funds, limited partnerships, certificates of deposit,
and commodity futures contracts. money market funds, annuity

contracts, and insurance policies.

Identify each business or Virginia governmental entity in which you or a member of your immediate family, directly or indirectly, separately or together, own securities valued in excess of \$10,000. Name each entity and type of security individually.

Do not list U.S. Bonds or other government securities not issued by the Commonwealth of Virginia or its authorities, agencies, or local governments. Do not list organizations that do not do business in this Commonwealth, but most major businesses conduct business in Virginia. Account for securities held in trust.

If no reportable securities, check here / / .

			Check	one	
		Type of Security	\$10,001	\$50,001	More
	Type of	(stocks, bonds, mutual	to	to	
					than
Name of Issuer	Entity	funds, etc.)	\$50,000	\$250,000	\$250,000

RETURN TO ITEM 4

# SCHEDULE D - PAYMENTS FOR TALKS, MEETINGS, AND PUBLICATIONS.

List each source from which you received during the past 12 months lodging, transportation, money, or any other thing of value (excluding meals or drinks coincident with a meeting) with combined value exceeding \$200 for your presentation of a single talk, participation in one meeting, or publication of a work in your capacity as an officer or employee of your agency.

List payments or reimbursements by an advisory or governmental agency only for meetings or travel outside the Commonwealth.

List a payment even if you donated it to charity.

Do not list information about a payment if you returned it within 60 days or if you received it from an employer already listed under Item 6 or from a source of income listed on Schedule F.

If no payment must be listed, check here //.									
			Type of payment						
			(e.g. honoraria,						
			travel reimburse-						
Payer	Approximate Value	Circumstances	ment, etc.)						

#### RETURN TO ITEM 5

# SCHEDULE E - GIFTS.

List each business, governmental entity, or individual that, during the past 12 months, (i) furnished you with any gift or entertainment at a single event and the value received by you exceeded \$50 in value, or (ii) furnished you with gifts or entertainment in any combination and the value received by you exceeded \$100 in total value; and for which you neither paid nor rendered services in exchange. List each such gift or event. Do not list entertainment events unless the average value per person attending the event exceeded \$50 in value. Do not list business entertainment related to your private profession or occupation. Do not list gifts or other things of value given by a relative or personal friend for reasons clearly unrelated to your public position. Do not list campaign contributions publicly reported as required by Chapter 9.3 (§ 24.2-945 et seq.) of Title 24.2 of the Code of Virginia.

Name of Business,	City or		
Organization, or	County	Gift or	
Individual	and State	Event	Approximate Value

### RETURN TO ITEM 6

## SCHEDULE F - BUSINESS INTERESTS.

Complete this Schedule for each self-owned or family-owned business (including rental property, a farm, or consulting work), partnership, or corporation in which you or a member of your immediate family, separately or together, own an interest having a value in excess of \$10,000.

If the enterprise is owned or operated under a trade, partnership, or corporate name, list that name; otherwise, merely explain the nature of the enterprise. If rental property is owned or operated under a trade, partnership, or corporate name, list the name only; otherwise, give the address of each property. Account for business interests held in trust.

Name of Basins						T
Name of Business,					Gross	Income
Corporation,						
Partnership,		Nature of	Enterprise		\$50,001	More
Farm; Address of	City or	(farming,	law, rental	\$50,000	to	than
	County					
Rental Property	and State	property,	etc.)	or less	\$250,00	0 \$250,00

 	 	 <b>_</b>

RETURN TO ITEM 8

## SCHEDULE G-1 - PAYMENTS FOR REPRESENTATION BY YOU.

List the businesses you represented, excluding activity defined as lobbying in § 2.2-419, before any state governmental agency, excluding any court or judge, for which you received total compensation during the past 12 months in excess of \$1,000, excluding compensation for other services to such businesses and representation consisting solely of the filing of mandatory papers and subsequent representation regarding the mandatory papers filed by you.

Identify each business, the nature of the representation and the amount received by dollar category from each such business. You may state the type, rather than name, of the business if you are required by law not to reveal the name of the business represented by you.

Only STATE officers and employees should complete this Schedule.

			Amount Received					
Name Type	Pur-	Name						
of of	pose	of						
Busi- Busi	- of	Agen-						
ness ness	Repre-	су	\$1,001	\$10,001	\$50,001	\$100,001	\$250,001	
	senta-		to	to	to	to	and	
	tion		\$10,000	\$50,000	\$100,000	\$250 <b>,</b> 000	over	

If you have received \$250,001 or more from a single business within the reporting period, indicate the amount received, rounded to the nearest \$10,000.										
						Amou	unt Receive	d:		
SCHEDULE G-2 - PAYMENTS FOR REPRESENTATION BY ASSOCIATES.										
List the businesses that have been represented, excluding activity defined as lobbying in § 2.2-419, before any state governmental agency, excluding any court or judge, by persons who are your partners, associates or others with whom you have a close financial association and who received total compensation in excess of \$1,000 for such representation during the past 12 months, excluding representation consisting solely of the filing of mandatory papers and subsequent representation regarding the mandatory papers filed by your partners, associates or others with whom you have a close financial association.  Identify such businesses by type and also name the state governmental agencies before which										
such person appeared on behalf of such businesses.  Only STATE officers and employees should complete this Schedule.										
Type (	of bus	iness		Name of s	state go	overnme	ental agency	Y 		

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# SCHEDULE G-3 - PAYMENTS FOR SERVICES GENERALLY.

Indicate below types of businesses that operate in Virginia to which services were furnished by you or persons with whom you have a close financial association pursuant to an agreement between you and such businesses, or between persons with whom you have a close financial association and such businesses and for which total compensation in excess of \$1,000 was received during the past 12 months.

Identify opposite each category of businesses listed below (i) the type of business, (ii) the type of service rendered and (iii) the value by dollar category of the compensation received for all businesses falling within each category.

-							
					Value	of Compe	nsation
	Check	Type					
	if	of					
	ser-	ser-					
	vices	vice					
	were	ren-					
	ren-	dered					
	dered		\$1,001	\$10,001	\$50,001	\$100,001	\$250,001
			to	to	to	to	and
			\$10,000	\$50,000	\$100,000	\$250,000	over
Electric utilities							
Gas utilities							_
Telephone utilities	5						
Water utilities							_
Cable television							
companies							
Interstate							

transportation				
companies		 	 	
Intrastate				
transportation				
companies		 	 	
Oil or gas retail				
companies		 	 	
Banks				
Savings institutions	 	 	 	
Loan or finance				
companies		 	 	
Manufacturing				
companies (state				
type of product,				
e.g., textile,				
furniture, etc.)	 	 	 	
Mining companies				
Life insurance				
companies	 	 	 	
Casualty insurance				
companies	 	 	 	
Other insurance				
companies		 	 	
Retail companies		 	 	
Beer, wine or liquor				
companies or				
distributors	 	 	 	
Trade associations	 	 	 	
Professional				

associations _	 	 	 	
Associations of				
public employees or				
officials	 	 	 	
Counties, cities or				
towns	 	 	 	
Labor organizations	 	 	 	
Other	 	 	 	

RETURN TO ITEM 9

### SCHEDULE H-1 - REAL ESTATE - STATE OFFICERS AND EMPLOYEES.

List real estate other than your principal residence in which you or a member of your immediate family holds an interest, including a partnership interest, option, easement, or land contract, valued at \$10,000 or more. Each parcel shall be listed individually.

List each location	Describe the type of real	If the real estate is
(state, and county	estate you own in each	owned or recorded in
or city) where you	location (business, recre-	a name other than your
own real estate.	ational, apartment, com-	own, list that name.
	mercial, open land, etc.).	

### SCHEDULE H-2 - REAL ESTATE - LOCAL OFFICERS AND EMPLOYEES.

List real estate other than your principal residence in which you or a member of your immediate family holds an interest, including a partnership interest or option, easement, or land contract, valued at \$10,000 or more. Each parcel shall be listed individually. Also list the names of any co-owners of such property, if applicable.

	Describe the type		
	of real estate you		
or city) where	own in each	orded in a name	if applicable.
you own real	location,	other than your	
	(business,		
estate	recreational,	own, list that	
	apartment, com-	name.	
	mercial, open land,		
	etc.).		
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List all contracts, whether pending or completed within the past 12 months, with a governmental agency for the sale or exchange of real estate in which you or a member of your immediate family holds an interest, including a corporate, partnership or trust interest, option, easement, or land contract, valued at \$10,000 or more. List all contracts with a governmental agency for the lease of real estate in which you or a member of your immediate family holds such an interest valued at \$1,000 or more. This requirement to disclose an interest in a lease does not apply to an interest derived through an ownership interest in a business unless the ownership interest exceeds three percent of the total equity of the business.

State officers and employees report contracts with state agencies.

Local officers and employees report contracts with local agencies.

List your real estate List each governmental State the annual interest and the agency which is a income from the party to the contract contract, and the person or entity, including the type and indicate the amount, if any, of of entity, which county or city where income you or any is party to the real estate immediate family the contract. is located. member derives Describe any annually from the management role and contract. the percentage ownership interest you or your immediate family member has in the real estate or entity.

•	15; 1988, c. 849; 1994, cc. <u>724, 733</u>	
1996, c. <u>77</u> ; 1997, cc. <u>577</u> , <u>844</u> ; 1 239; 2010, c. 670; 2012, c. 429.)	1998, c. <u>732</u> ; 2001, c. <u>844</u> ; 2006, cc	. <u>310, 779, 787, 892;</u> 2008, c
<u>237</u> , 2010, c. <u>070</u> , 2012, c. <u>427</u> .)		

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# CARROLL COUNTY COMMUNITY POLICY AND MANAGEMENT TEAM

# BY-LAWS

## AMENDED MARCH 2014

### ARTICLE I - NAME

The name of this entity shall be the Carroll County Community Policy and Management Team or CPMT

### ARTICLE II - PURPOSE

The purpose of the CPMT shall be to create, maintain, and manage a collaborative system of services and funding that is child centered, family focused and community based when addressing the strengths and needs of troubled and at-risk youth and their families (Code of Virginia, Title 2.1, Chapter 46, Sections 2.1-745 through 2.1-759).

# ARTICLE III - MEMBERSHIP (Code of Virginia, Section 2.2-5207)

Minimum state requirements for membership dictate that agency heads or their designees of the Community Services Board, Department of Social Services, Health Department, Juvenile Court Services Unit, and School Division be represented on the CPMT. Other mandatory requirements for membership include a parent representative, a private provider representative (if a private organization or an association of providers is located within the locality), and an elected or appointed official (or designee) from the governing body of the locality.

Parent representatives shall be appointed by the Carroll County Board of Supervisors. Should the parent representative be unable to attend for three consecutive meetings, The CPMT Chairperson will contact the representative to see if they wish to continue as an active member and assure they will attend meetings. If they can no longer attend meetings, the County Board of Supervisors will be asked to appoint a new Parent Representative.

Each team member representing an agency will have one person from their agency, also appointed by the department head, who will serve as their designee if they are unable to attend a meeting. The designee will carry the same authority and responsibility as a team participant. The Chairperson of the CPMT may report any member of the CPMT who fails to personally attend or send a designee to at least 75% of the regular meetings within any calendar year to the Carroll County Board of Supervisors.

# ARTICLE IV - DUTIES AND RESPONSIBILITIES

The Carroll County Community Policy and Management Team has a responsibility to manage the effort in the community to better serve the needs of at-risk youth and their families and to maximize the use of state and community resources. As per the Code of Virginia, Section 2.2-5205 the CPMT has the responsibility to:

- 1. Develop interagency policies and procedures to govern the provision of services to youth and families in the community.
- Develop interagency fiscal policies governing access to the state pool of funds by the eligible populations including immediate access to funds for emergency services and shelter care.
- 3. Establish policies to assess the ability of parents or legal guardians to contribute financially to the cost of services to be provided and, when not specifically prohibited by federal or state law or regulation, provide for appropriate parental or legal guardian financial contribution, utilizing a standard sliding fee scale based upon ability to pay.
- 4. Coordinate long-range, community-wide planning which insures the development of resources and services needed by youth and families in its community.
- Establish policies governing referrals and reviews of youth and families to the FAPT Team and a process to review the team's recommendations and requests for funding.

- 6. Establish quality assurance and accountability procedures for program utilization and funds management.
- 7. Establish procedures for obtaining bids on the development of new services.
- 8. Manage funds in the interagency budget allocated to the community from the state pool of funds, the trust fund, and any other source.
- 9. Authorize and monitor the expenditure of funds by the Family Assessment, Planning and Treatment Team.
- 10. Have authority to submit grant proposals which benefit the community to the state trust fund and to enter into contracts for the provision or operation of services upon approval of the participating governing bodies.
- 11. Serve as the community's liaison to the Office of Comprehensive Services for At-Risk Youth and Families, reporting on its programmatic and fiscal operations and on its recommendations for improving the service system, including consideration of realignment of geographical boundaries for providing human services.
- 12. Collect and provide uniform data to the State Executive Council on, but not limited to, expenditures, number of youth served in specific CSA activities, length of stay for residents in core licensed residential facilities, and proportion of youth placed in treatment settings suggested by a uniform assessment instrument for CSA-funded services.
- 13. Establish and appoint one or more Family Assessment Planning and Treatment Teams, as the needs of the community require.

### ARTICLE V - DUTIES OF CPMT OFFICERS

CPMT officers including CPMT Chair, Vice Chair and Secretary Should rotate on a quarterly basis to provide an opportunity to develop competencies, proficiency, and multi-disciplinary collaboration in administering the CSA program by all CPMT members.

#### Chairperson

To preside at all meetings of the CPMT

- To provide an agenda for the CPMT meeting
- To appoint committees necessary for operation of the CPMT
- To keep the Carroll County Board of Supervisors informed of the activities of the CPMT
- To sign contracts, allocation plans, and supplemental paperwork
- To notify members of meetings
- To call special meetings as needed
- To monitor the balance of funds available from the most recent allocation
- To work closely with the CSA Coordinator/Vice CPMT Chair.

### Vice-Chairperson

- In the absence of the Chairperson, perform the duties of the Chairperson and any other duties assigned by the CPMT
- Authorize emergency services as the designee of the Chairperson

### Secretary

- To record the deliberations and actions of the CPMT meetings
- To notify CPMT members of meetings or scheduled CPMT events

### ARTICLE VI - MEETINGS

Regular meeting times shall be determined by the CPMT. Special meetings of the CPMT may be called by the Chairperson or upon written request of two members. The quorum for all CPMT meetings shall be 50% of its members or designees. Meetings will generally be conducted informally with decisions reached by consensus. Should consensus not be achieved, Robert's Rules of Order, Newly Revised will be invoked.

### ARTICLE VII - CONFIDENTIALITY

All information about specific youth and families obtained by CPMT members in the discharge of their responsibilities shall be confidential under all applicable laws, mandates, and licensing requirements. The CPMT shall not discriminate on the basis of race, gender, age, religion, socioeconomic status, disability, or national origin. The CPMT members will sign a Confidentiality Agreement Statement. The form will be updated as needed when members are appointed and/or leave their perspective Teams. The Agreement will be kept in the local CPMT/CSA manual in the CSA Coordinator's office.

#### ARTICLE VIII - AMENDMENTS

The terms and provisions of the By-Laws of the CPMT may be amended at any regular meeting of the CPMT by a majority vote of those present and voting, given that notice of any proposed amendment was submitted to all members in writing at

least ten (10) days prior to the meeting.	By-Laws shall be reviewed annually at the
beginning of each fiscal year.	

These By-Laws were adopted at a regular meeting of the CPMT held on			
	, by a vote of	in	
Favor to	not in favor.		
	CPMT CHAIR - DATE	<del> </del>	

#### CARROLL COUNTY CSA

#### MISSION/VISION:

To provide services to empower families to help meet their needs in order to live healthy, secure and functional lives.

### VALUES AND GUIDING PRINCIPLES:

The Carroll County CSA will strive to actively involve parents in all aspects of service planning and service implementation.

The Carroll County CSA will provide services in order to keep families together as long as it is safe in doing so. The least restrictive source for assistance will be evaluated in order to provide services that are child-centered, family-focused, and community based.

Efforts will be made to provide preventative services to prevent the need for an out of home placement.

Ensure barriers to services are identified and removed in order to make systems of care available to needy families.

To treat each individual and family with respect and dignity

#### CARROLL COUNTY CPMT GOALS AND OBJECTIVES

#### GOALS AND OBJECTIVES:

The goal of Carroll County CSA is to empower families to meet their needs by providing services that will:

- 1. Provide preventative and/or intervention services for families that have children with behavior/emotional issues and/or who are at risk of an out of home placement.
- 2. Provide services that will educate families on making healthy choices,
- 3. Maximize the available resources by being aware of strengths and needs and being creative in developing services to address the gaps.
- 4. Provide oversight and monitoring for the efficient provision of services.

#### STRATEGIES:

- 1. Provision of preventative and/or intervention services for families that have children with behavior/emotional issues and/or who are at risk of an out of home placement
  - a. Provide intensive community based services that will allow service provision within the community or home setting before out of home placements are recommended.

Target: To reduce the number of children entering foster care or parental placements by at least 2% within a 5 year time period

Current Foster Cases 18 target# 15
Current parental placements 2 target# 1

- 2. Provide community based services and opportunities that will allow families to obtain education that will empower them to make healthy choices for their family.
  - a. Increase parenting knowledge and skills by providing families information regarding community services offered thru the Health Department, Community Services Board, local churches/ministerial association, non-profit organizations, private organizations.
  - Increase parental support services such as parent educator services, life skills, budgeting and nutrition programs, substance abuse services, virtual residential and home based counseling
  - c. Increase opportunities for parent/family involvement by offering parenting courses, strengthening families programs, provide information to families regarding community resources such as their local library programs or church activities

Target: To increase parent education services by at least 2% within a 5 year time period by offering increased parental support services

Current cases receiving parent educator and/or home based services 11 Target # 13

3. Maximize the available resources by being aware of strengths and needs within the community and being creative in developing services to address the gaps.

- a. Collaborate with team members and community partners to create appropriate service planning to families when there are limited resources within the community.
- b. Provide information to families on how community agencies, church organizations, family supports can also assist them with obtaining assistance within the community.
- c. Participate in the Service Gaps Survey

Target: To decrease the number of FAPT referrals by at least 2% within a 5 year time period due to providing families with community/family supports outside of CSA funding.

Current CSA Case Load 54

Target 51

- 4. Provide oversight and monitoring for the efficient provision of services
  - a. Cases/funding will be monitored on a 6 month basis to allow CPMT the ability to evaluate the efficiency of services being provided and to ensure the appropriate services are being approved.

Target: To ensure CSA funding is utilized appropriately for community based services by decreasing the time period services are rendered to cases where progress is not being achieved. Decrease time periods for services from 9 months to 12 months w/out noted progress to 3 to 6 months within a 5 year time period.

# of cases receiving services for 9 to 12 months 5 Target # 3

#### Section 12: Family Assessment and Planning Team Handbook

## Family Assessment and Planning Team Handbook Amended March 2014

#### **PURPOSE:**

The Family Assessment and Planning Team (FAPT) will offer a collaborative, multidisciplinary team process to offer suggestions and services to at-risk youth and their family. These services will be child-centered, family-focused and community-based whenever possible.

The team will be able to recommend services and programs available in the community and surrounding areas for all children, mandated or non-mandated. FAPT will provide, at no cost, services to Mandated Youth. Mandated youth include those who have the specific services required by a school Individual Education Plan, or included in a foster care or foster care prevention plan. If the at-risk youth is not mandated by one of the above, services may be provided with a parental co-pay (see CD)

The team will be prepared to develop reports at the request of the Juvenile Judge and to offer suggestions of community based program opportunities to parents and youth.

#### MEMBERSHIP:

The FAPT shall consist of a representative from each of the following:

- a. Community Services Board
- b. Department of Social Services
- c. Juvenile Court Services Unit
- d. School division
- e. Parent Representative
- f. Private provider
- g. Health Department, if requested by the chairperson
- h. Sheriff's Department, if requested by the Chairperson

Others, such as providers of services may attend, but may not vote. All information shared is confidential in nature and must not be discussed outside the meeting unless needed for treatment.

#### **MEETINGS:**

FAPT will meet the first Thursday morning and second Thursday afternoon of each month unless a meeting needs to be called for emergency services. A FAPT Team member will serve as Chairperson with a substitute appointed as needed.

The chairperson will provide a summary notice of the clients to the members prior to, or at the meetings. Each member will be asked to contribute information about the clients they case manage.

#### **DUTIES AND RESPONSIBILITIES:**

The FAPT shall assess the strengths and needs of troubled youth and families who are referred to the team.

The team shall do the following:

- a. Review referrals
- b. Encourage family participation in all aspects of assessment, planning and implementation of service

- c. Discuss/change/adapt the individual family service plan for each youth receiving services
- d. Determine the level of need for each youth and provide appropriate and costeffective services.
- e. Refer youth and family to community resources
- f. Assess parental co-pay unless prohibited by federal law (IEP, Foster care, and Foster Care Prevention services are not assessed parental co-pay)
- g. Recommend to the Community Policy and Management Team expenditures from the local allocation of the state pool of funds.
- h. Prepare reports for clients as recommended to the team by the judicial system.
- Provide a Utilization Management process for every child to include review of records at regular intervals as described in this document. For those in non-Medicaid residential placements the case manager and FAPT Chairperson will assure that the case manager has all documentation to the State UR team in a timely manner.

The chairperson will maintain a current report of expenditures and services to clients for reporting to the CPMT.

#### CASE MANAGEMENT:

The team members will be responsible for case management of any client referred from their respective agency. Should the case manager change, the CSA Coordinator shall be notified within one week. Children referred from non-member personnel will be assigned a case manager.

The case manager is responsible for the following for each client:

- a. Developing an initial referral packet to be presented to the team at the initial meeting. This should include a universal release of information signed by the parents.
- b. Completing a CANS assessment with the initial referral
- c. Determining if Social Security payments or child support payments are made for the child, if a residential placement is made these shall be used to help with the costs.
- d. Writing an Individual Service Plan (IFSP) for each client within 30 days
- e. Providing monthly updates for each client to the Chairperson for the meeting notes
- f. Providing current CANS every 3 to 6 months or earlier if necessary to the chairperson at the monthly meeting.
- g. Up-dating the IFSP at least every 3 to 6 months unless the level of need indicates a more frequent need.
- h. Recommending day or residential placements as needed
- i. Preparing all enrollment information for day and residential placements
- j. Assuring that the Certificate of Need is signed PRIOR to the placement (if not, the agency is responsible for the payment until the CON is completed)
- k. Preparing a correct Rate Sheet and having CSA Program Manager sign prior to placement.
- 1. Assuring that all monthly and quarterly reports are received, filed, and given to the CSA Coordinator for the main file.
- m. Keeping a file on each client with all information in an established order.

- n. Attending meetings. If unable to attend will notify the CSA Coordinator and try to send someone as a replacement.
- o. Notifying CSA Coordinator as soon as need for services is considered so information on FAPT notes will be current.
- p. Notifying CSA Coordinator of dates when services are changed or removed.

#### SERVICE DELIVERY:

The FAPT will monitor and provide services for the mandated population which includes IEP services and services for Foster Care and Foster Care Prevention services. FAPT will be notified prior to incorporation of services in delivery plans so coordination of services and placements can be of a quality nature. Providers of services must be approved by the Chairperson and contracts for providers must be on file. All residential placements must be in state licensed facilities. For IEP clients, the services must be needed for educational success.

Services to non-mandated population (all who do not have IEPS or foster care or foster care prevention plans) will be considered on a case by case basis. Parents will be assessed a fee for services based on the state formula. Non-mandated expenditures will be limited to community based services for no more than 6 months. Whenever possible and parents agree, Medicaid services will be accessed prior to the use of CSA money.

At least quarterly, and more often as needed, the CPMT will review all the services provided. The Chairperson/CSA Coordinator is responsible for reporting to the CPMT.

The Case Manager should invite parents to quarterly FAPT meetings and other meetings of importance to their children. Meeting notice should be mailed at least one week prior to meetings.

Members will be notified of meetings via email prior to the meeting. Notes for the meeting will be sent with this email, if possible.

#### **APPEAL PROCESS:**

If a family chooses to appeal a decision of FAPT, they shall make the appeal in writing to the Community Management and Planning Team within 30 calendar days. This should be addressed to the CSA Office, 605-8 Pine Street, Hillsville, VA 24343

#### **SERVICE DENIAL:**

All client families are welcome to attend FAPT meetings and suggestions of services will be made, if there are any. Mandated and Non-mandated cases will be considered for services except as follows:

- 1. CSA money will not support service needs for court fines or legal charges.
- 2. CSA money will not be used for placements court ordered without prior referral from the FAPT/CPMT process.
- 3. CSA money will be a last resort to be used for day or residential placements for non-mandated population.
- 4. CSA money in the amount of \$3000 or less for emergency services (clothing, rent, utilities) or \$100 or less for miscellaneous services can be approved by the CPMT Chair between FAPT/CPMT meetings. The case manager requesting the service must present the case within 14 days or at the following FAPT meeting if w/in the 14 day time period.
- 5. CSA money will not be used to fund a service if it is not considered an emergency service approved by the local CPMT Chair or gone thru the appropriate process thru FAPT/CPMT. The case manager will need to seek other funding.

# NON-DISCRIMINATION POLICY

The Family Assessment and Planning Team shall not discriminate against any client because of race, age, handicap, creed, religion, color, sex, or national origin.