

Grayson County
Comprehensive Services Act Program
For
At Risk Youth



Policy and Procedures

Revised January 2016

Table of Contents

Section 1 Intent and Purpose

Section 2 CPMT Long Range Plan

Section 3 Local Management Structure

3.1 Fiscal Agent

3.2 CPMT

3.3 FAPT

3.3.1 FAPT Liability

3.3.2 Conflict of Interest

3.3.3 FAPT Duties and Responsibilities

3.3.4 FAPT Operational Procedures and Documentation

Section 4 Rights of the Child and Family

4.1 Due Process and Appeals

Section 5 Funding Policies

5.1 FAPT Approval

5.2 Emergency Funding

5.3 Parental Financial Contributions for CSA Services

5.4 Medicaid Funded Services

5.5 Payment for Services and Change of Legal Residence

5.6 CPMT Approval

Section 6 Contracting with Service Providers

Section 7 Quality Assurance and Accountability

7.1 Records Management

7.2 Annual Audit

7.3 Program Utilization Review

7.4 Funds Management

Section 8 Miscellaneous

8.1 DBHDS Reporting

8.2 Fiscal Agent

8.3 Intensive Care Coordination

8.4 Non-Discrimination

8.5 Procurement Procedures

8.6 Code of Ethics

Section 1. Intent and Purpose

The Grayson county Community Policy and Management Team (“CPMT”, “the Team”, or “the Management Team”) shares the belief that the family and home community provide the best environments for raising children. Toward that end the Management Team shall pursue and encourage collaborative activities that will ensure the provision of child centered, family focused, strength based, and community based services. Our purpose is to preserve families and provide appropriate services while protecting the welfare of children and maintain the safety of the public. The policies and procedures that follow are intended to ensure compliance with the Code of Virginia as well as guidance from the Office of Comprehensive Services and the State Executive Council.

Section 2. Community Policy and Management Team Vision and Long Range Plan

The Grayson County Community Policy and Management Team (CPMT) is committed to providing child centered, family focused, community-based services for children in the least restrictive environment. In order to achieve this, the Team has developed a long range plan of the risks, strengths, needs, and goals of the community as well as the management team (See Appendix A). It shall be the vision of the Team to achieve 4 primary goals.

- A. Reduce Financial Obligation to Grayson County
- B. Reduce the number of children in Foster Care
- C. Prevent the children from entering Foster Care
- D. Increase community collaboration

It shall be the vision of the Team to provide leadership to Grayson County and its associated agencies to be proactive in working with at risk youth and their families. It shall be the team’s goal to achieve high quality, outcome driven, child specific services that meet the needs of each individual. The team shall make efforts to engage the community in meeting these goals.

Section 3. Local Management Structure

3.1 Fiscal Agent

The Grayson County Department of Social Services is the fiscal agent for funds provided under the Comprehensive Services Act. The Director of Social Services or his designee shall

oversee the overall administration in accordance with state and local policy. Grayson County shall provide an annual audit.

3.2 Community Policy and Management Team (CPMT)

Management of CSA in Grayson County is the responsibility of the Community Policy and Management Team. The Bylaws of the CPMT are located in APPENDIX B. Details regarding the local structure, members, duties and organization can be found within APPENDIX B.

3.3 Family Assessment and Planning Team (FAPT)

The Community Policy and Management Team shall establish and appoint a Family Assessment and Planning Team to serve the needs of the community.

The FAPT shall include representatives of the following community agencies who have authority to access services within their respective agencies: Mount Rogers Community Services Board, 27th District Court Services Unit, Grayson County Department of Social Services, and Grayson County Public Schools. CPMT shall appoint and/or remove agency representatives to the FAPT. The CPMT shall review FAPT appointments at its' annual organizational meeting in January.

The FAPT shall also include a parent representative, and may include a representative of a private organization or association or providers for children's or family services and of other public agencies operating within the city. The Representative and Private Service Provider Representative shall be appointed by the CPMT.

Parent representatives who are employed by a public or private program that receives funds pursuant to this chapter or agencies represented on a Family Assessment Team may serve as parent representative provided that they do not, as part of their employment, interact directly on a regular and daily basis with children or supervise employees who interact directly on a regular basis with children. Notwithstanding this provision, foster parents may serve as parent representatives. The County of Grayson FAPT Organizational Chart is located in APPENDIX C

3.3.1 Liability

In accordance with COV 2.2-5207 persons who serve on a Family Assessment and Planning Team shall be immune from any civil liability for decisions made about the appropriate services for a family or the proper placement or treatment of a child who comes before the team, unless it is proven that such person acted with malicious intent.

3.3.2 Conflict of Interest

Persons serving on the Team who are parent representatives or who represent private organizations or associations of providers for children's for family services shall abstain from decision making involving individual cases or agencies in which they have either a personal interest, as defined in COV 2.2-3101 of the State and Local Government Conflict of Interests Act, or a fiduciary interest. Any person serving on such team who does not represent a public agency shall file a statement of economic interest. Persons representing public agencies shall file such statements if required to do so pursuant to the State and Local Government Conflict of Interests Act. Conflict of Interest / Statement of Economic Interest Form is located in APPENDIX D.

3.3.3 FAPT Duties and Responsibilities

- (A) Review referrals of youths and families to the team;
- (B) Provide for family participation in all aspects of assessment, planning and implementation of services.
- (C) Provide for the participation of foster parents in the assessment, planning and implementation of services when a child has a program goal of permanent foster care or is in a long term foster care placement. The case manager shall notify the foster parents of the time and place of all assessment and planning meetings related to such youth. Such foster parents shall be given the opportunity to speak at the meeting or submit written testimony if the foster parents are unable to attend. The opinions of the foster parents shall be considered by the Family Assessment and Planning Team.
- (D) Develop an Individual Family Service Plan (IFSP) for youths and their families, to be reviewed by the FAPT, which provides for appropriate and cost effective services.
- (E) Identify children who are at risk of entering, or are placed in, residential care through the Comprehensive Services Act program that can be appropriately and effectively served in their homes, relatives' homes, family-like settings, and

communities. For each child entering or in residential care, in accordance with the policies of the CPMT, the FAPT, or approved alternative multidisciplinary team, in collaboration with the family, shall (1) identify the strengths and needs of the child and his family through conducting or reviewing comprehensive assessments, including but not limited to information gathered through the mandatory uniform assessment instrument, (2) identify specific services and supports necessary to meet the identified needs of the child and his family building upon the identified strengths, (3) implement a plan for returning the youth to his home, relative's home, family like setting, or community at the earliest appropriate time that addresses his needs, including identification of public or private community based services to support the youth and his family during transition to community based care, and (4) provide regular monitoring and utilization review of the services and residential placement for the child to determine whether the services and placement continue to provide the most appropriate and effective services for the child and his family;

- (F) 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 by the Division of Child Support Enforcement to assess the ability of parents or legal guardians to contribute financially to the cost of services to be provided and provide for appropriate financial contribution from parents or legal guardians in the Individual Family Services Plan (IFSP), in accordance with the Grayson County Parental Financial Contributions for CSA Services policy.
- (G) Refer the youth and family to community agencies and resources in accordance with the IFSP.
- (H) Recommend to the Community Policy and Management Team expenditures from the local allocation of state pool funds.
- (I) Designate a person who is responsible for monitoring and reporting, as appropriate, on the progress being made (i.e. Utilization Review) in fulfilling the IFSP developed for each youth and family.

3.3.4 FAPT Operational Procedures and Documentation

In order to access the process for obtaining CSA funding, a referral process is required. Details are found in the processes below:

1. Referral Source:

Referrals to FAPT can be accepted from the following sources:

- a. Referrals for a family or child may be made through any member agency of the FAPT or CPMT, with that agency taking responsibility for all associated documentation with the referral.
- b. Families and youth who have received services from a CPMT from another jurisdiction and have entered Grayson County. In such cases the thirty (30) day transfer period will be observed.
- c. Self Referring families will be directed to the CSA Coordinator, who will assist the family in determining the most appropriate public agency to assist with the FAPT referral.

2. Referral Information:

Referrals shall be made by completion and submission of all applicable paperwork entailed on the Grayson County CSA Checklist for FAPT Meeting Form (See APPENDIX F). This Includes:

- a) Individual Family Service Plan (See APPENDIX G)
- b) CANS Assessment
- c) Parental Rights Statement (See APPENDIX H)
- d) Letter of Notification (See APPENDIX I)
- e) Referring Agency's Service Plan * If Applicable*
- f) Grayson County CSA Financial Page (See APPENDIX J)
- g) Progress reports from vendor * If Applicable*
- h) Consent to Exchange Information (See APPENDIX K)
- i) Grayson County CPMT Co Pay Agreement (See APPENDIX L)
- k) Community Based Foster Care Prevention Eligibility Determination (See APPENDIX N)

3. CSA Coordinator will review submitted documentation to ensure that packet is complete. CSA Coordinator will make determination as to whether or not packet is completed fully and if case can be presented to FAPT. It is the responsibility of the case manager to ensure paperwork is completed fully. Completed FAPT requests should be submitted to the CSA Coordinator by the first Wednesday of

each month in order to allow sufficient time to be placed on the agenda for the month.

4. The FAPT will meet once per month, unless the need for an emergency meeting arises. An emergency meeting may be called by the FAPT Chair, CSA Coordinator, or CPMT Chair.
5. The designated case manager shall have the responsibility to present the case to the FAPT team during closed session. The case manager should be able to provide history of the case including interventions that have already been attempted, and other background information.
6. After each case presentation, utilization review pertaining to that case shall take place, if applicable. (See APPENDIX O for Utilization review form(s)).
7. The FAPT team shall vote to approve the discussed cases during open session.
8. Non FAPT member agencies or individuals may be invited to the meeting to discuss the specific family or case, however, this person does not have membership and does not have authority to vote regarding the case.
9. FAPT Agenda:
 - a) It shall be the responsibility of the CSA Coordinator to prepare and disseminate the agendas at least three (3) calendar days prior to each meeting and to provide copies of the agenda and minutes to each FAPT member.
 - b) It shall be the responsibility of the referring case manager to ensure that the parents of juveniles, whose cases are to be heard, are notified, in writing, of the date and time of FAPT meetings. This notification must be provided no less than 5 days prior to the meeting date.
 - c) Neither parental notifications or agendas will be required for emergency meetings.
10. FAPT Family Engagement:
 - a) The appropriate case manager shall notify families when their cases are scheduled for review. The FAPT process will be fully explained to the families and their input will be gathered. The FAPT will make reasonable attempts to plan meeting times which enables families to attend and participate. Attempts to notify families of the meeting will be documented with a copy of the letter sent to the family. Case Managers should exercise due diligence in their family engagement efforts.

b) The IFSP cannot be implemented without the consenting signature of the custodial parent, agency, or legal person serving in the place of the parent, unless otherwise ordered by the court, upheld by the appropriate appeals process, or authorized by law.

11) Disposition of FAPT referrals

The FAPT has the following options for disposition of referrals presented to them:

- a) Recommend services to be approved by CPMT
- b) Determine there are no services needed and not recommend any services
- c) Request further information from the family and case manager
- d) Refer the case for informal non-CSA funded services.

12) Special Education IEP Services

a) Any case requesting Special Education Private Day Placement services and/or residential placement for educational reasons that are provided for in that child's IEP are exempt from local policies for requesting funds. Per OCS Regulation the CPMT cannot require the IEP to be reviewed by FAPT in any form. The requirements of IDEA for review of progress substitute for the utilization review requirements of CSA. The case manager must simply provide the CSA Coordinator with a copy of the child's IEP.

b) The CSA Coordinator, as directed by the CPMT, will work with the GCPS 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

13) Utilization Review:

Grayson County shall conduct utilization review at the time of presentation to FAPT, in accordance with the Grayson County CSA Utilization Review / Utilization Management Policy (See APPENDIX U). Cases funded by CSA shall be reviewed regularly (See APPENDIX O) to make sure that appropriate services are being provided, the service is effective, and the costs are reasonable and necessary. All CSA funded cases shall be reviewed every three months.

14) Basic Foster Care Maintenance:

It shall be the policy of the Grayson County CPMT that Basic Foster Care Maintenance shall not require review and approval by the FAPT or CPMT.

Section 4 Rights of the Child and Family

4.1 Due Process and Appeals

At the time of referral to Grayson County CSA the child and family will be notified of their rights and responsibilities related to the access of CSA funds. The identified youth, his/her parent, guardian, or custodian may appeal any decision made by the FAPT or CPMT, except those mandated by federal or state regulation or law, or covered under a court order or other legally binding agreement or document. At the state level, both the Department of Education, and the Department of Social Services maintain a due process/appeal system independent of the CSA system. The court system also maintains an appeal process. Appeals strictly related to the funding by CSA of a particular service may be made to the CPMT. The appeal must be made in writing and provide to the CSA coordinator within ten days of the date of the decision. The CPMT shall review the requests within thirty days of receipt of the document and render a written opinion within 2 weeks of the CPMT meeting at which it is reviewed. The CPMT shall go into executive session if needed, to discuss medical, behavioral health, or other protected information. The individual appealing the decision will be allowed to present any additional oral statement that will help in the determination by the CPMT. In the event that an appeal regarding the provision of services is extremely time sensitive or where the issue to be reviewed may have implications for the child's immediate safety, the CPMT shall convene an emergency meeting if possible. Agency representatives who have concerns about a team decision rendered in a FAPT or CPMT meeting may request a collateral meeting with involved community partners to review concerns about

procedure, logistics, agency policy, etc. Such meetings are considered advantageous for purposes of continuous process improvement but are not to be used to circumvent the FAPT or CPMT. No decisions about the family are to be made during such meetings.

Section 5 Funding Policies

Section 5.1 FAPT Approval

The Community Policy and Management Team shall authorize and monitor the expenditure of all CSA funds. In order to access such funds, all youth and families for which CSA funded services are requested are to be assessed by the Family Assessment and Planning Team, with the exception of Foster Care Maintenance (See Section 3.3.4-14).

Section 5.2 Emergency Funding

Pool funds may be accessed for emergency placements, without immediate FAPT assessment, contingent on the fact that said case is assessed by the FAPT, within 14 days of placement.

Section 5.3 Parental Financial Contributions for CSA Services

a) Purpose of seeking parental contributions. The Code of Virginia and CSA Policy allows for localities to assess a parental contribution for CSA services. This Process may help to maximize resources available to the community as well as increase parental involvement and commitment to the services plan.

b) All biological parents of children receiving services with a cost to CSA shall be expected to contribute, with the below exceptions:

1. Parents of children receiving IEP directed services.
2. Parents of children in foster care that have been referred to the Department of Child Support Enforcement.
3. Parents that are receiving Temporary Assistance for Needy Families benefits.
4. Parents who have received a copayment waiver from the CPMT.

c) A Flat Fee of \$30.00 monthly will be assessed as the copayment. Details regarding this and instructions for payment may be found in the Grayson County Community Policy Management Team Co Pay Agreement (Appendix E).

d) Parents without financial means for copayment may opt to participate in the Grayson County Community Service Program. Parents opting to participate in this program are required to complete 15 hours of community services facilitated through the Grayson County Day Report Program. 15 hours of community service shall suffice for a 3 month service approval term. Additional information regarding the Grayson County Community Service Program may be found in the Grayson County CSA Community Service Referral Form (Appendix P).

e) Parents without financial means for copayment that are unable to participate in the Grayson County Community Service Program may apply for a copayment waiver to the CPMT by using the Grayson County CSA Co Pay Exemption Screening Form (Appendix Q). The CPMT shall approve or deny any waiver requests.

e) The Case Manager shall be responsible for completing the Grayson County CPMT Co Pay Agreement and/or the Grayson County CSA Exemption Screening Form with the family. The completed form(s) shall be presented to the CSA Coordinator along with all other FAPT paperwork

f) Non-payment of a parent's copayment by the 15th day of the month the co payment is assessed shall result in cessation of funding for a client's services.

g) Failure to complete assigned in kind services hours within 30 days from service approval shall result in cessation of funding for a client's services.

h) Parents may not be assessed a copayment for services outlined in a child's IEP.

Section 5.4 Medicaid Funded Services

Medicaid funded services shall be used whenever they are available for the appropriate treatment of children and youth receiving services under the Comprehensive Services Act for At Risk Children and Youth. Effective July 1, 2009, pool funds shall not be spent for any service that can be funded through Medicaid for Medicaid eligible children and youth

except when Medicaid Funded services are unavailable or inappropriate for meeting the needs for the child.

Section 5.5 Payment for Services and Change of Legal Residence

The CPMT where the child legally resides shall be responsible for payment for the services identified in the child/family's IFSP. Issues of legal residence should be addressed by legal counsel for the CPMT. In the event that the child/family's legal residence changes, the following policy should govern payment for services:

1. The former CPMT jurisdiction is responsible for A. Providing written notification to the new CPMT jurisdiction of the fact that the child / family's legal residence has changed and B. Forwarding the child's family's IFSP and other FAPT documents to the new CPMT jurisdiction and C. Informing service providers of changes in the child/family's residence.
2. The former CPMT jurisdiction pays for services until thirty (30) calendar days after the new CPMT receives written notification of the child/family's residence in the new CPMT locality.
3. When the residence of the child/family transfers to a new CPMT jurisdiction the receiving CPMT jurisdiction must review the current IFSP and adopt or revise and implement within thirty (30) calendar days.

Section 5.6 CPMT Approval

After recommendation by the FAPT, all services shall be reviewed by the CPMT and funding either approved, denied, or amended. Exact processes for CPMT approval and funding may be viewed in Appendix S.

Section 6 Contracting with Service Providers

- a) Grayson County has limited options regarding private service providers locally. Because of this establishment of a formal bidding process is difficult. However, there are services identified that require a contractual agreement with private services providers and community based organizations. Priority consideration should be given to service providers registered with the OCS vendor list. Community Based organizations wishing to regularly provide services for reimbursement should register with OCS. This is not intended to

prohibit the use of local organizations incorporated as natural supports for a specific family, or other one time services.

b) The CSA Coordinator shall complete an agreement with any service provider that spells out requirements related to licensing, fiscal management; adherence to the purchase order, the submission of monthly progress reports, etc. (for example see Appendix R)

c) CSA services must be properly licensed as required by law and in compliance with all regulatory requirements.

d) The CSA Coordinator will keep a directory of all vendors with completed paperwork, etc.

Section 7 Quality Assurance and Accountability

Section 7.1 Records Management

CSA staff shall retain the CSA record in accordance with the minimum state and federal guidelines. Appropriate legal consent is required to release any information.

Section 7.2 Annual Audit

Grayson County shall provide for an annual audit of all accountings including, Comprehensive Services Act fund payments.

Section 7.3 Program Utilization Review

Grayson County shall conduct utilization review at the time of presentation to FAPT, in accordance with the Grayson County Utilization Management / Utilization Review Policy (See APPENDIX U). Cases funded by CSA shall be reviewed regularly (See APPENDIX O) to make sure that appropriate services are being provided, the service is effective, and the costs are reasonable and necessary. All CSA funded cases shall be reviewed every three months.

Section 7.4 Funds Management

Grayson County CSA shall ensure that funds are expended appropriately. Procedures for funds disbursement and reimbursement of expenditures can be found in Appendices S and T.

Section 7.5 Data Analysis

The CPMT shall receive monthly financial and programmatic reports. These reports shall be used for the CPMT to analyze the efficacy of services and the specific needs of the community. Additionally this will be beneficial in evaluating child and family outcomes and provider performance in the provision of CSA funded services. This data will also be used to assist the CPMT in reducing the length of residential placements and preventing residential placements when possible.

Section 8 Miscellaneous

Section 8.1 DBHDS Reporting

The CPMT shall submit to the Department of Behavioral Health and Developmental Services information on children under the age of 14 and adolescents ages 14-17 for whom admission to an acute care psychiatric or residential treatment facility, exclusive of group homes, was sought but unable to be obtained. Such information shall be gathered from the FAPT or other community agencies and shall include the child's date of birth, date admission attempted and the reason the patient could not be admitted. The Grayson County CSA Coordinator shall pass the appropriate information to the CPMT representative from Mt. Rogers Community Service Board who shall fulfill the reporting requirement for the team.

Section 8.2 Fiscal Agent

Grayson County Department of Social Services shall serve as Fiscal Agent for Grayson County CSA.

Section 8.3 Intensive Care Coordination

The Grayson County CPMT supports the use of Intensive Care Coordination services for the specific purpose of maintaining the youth in or transition the youth to a family based or community based setting. Intensive Care Coordination services are characterized by activities that extend beyond the regular case management services that are within the normal scope of responsibilities of the public child serving systems and that are beyond the scope of services defined by the Department of Medical Assistance Services and Mental Health Case Management.

The youth shall be identified for ICC by the FAPT. Eligible youth shall include:

1. Youth placed in out of home care
2. Youth at risk of placement in out of home care.

In accordance with the Office of Comprehensive Services, ICC cannot be provided to individuals receiving other reimbursed case management including Treatment Foster Care case management, Mental Health Case Management, Substance Abuse Case Management, or case management provided through Medicaid waivers.

Section 8.4 Non-Discrimination

It is the policy of the Grayson County CPMT to ensure that services are provided to all identified children and families without regard to sex, race, age, religion, socio-economic status, handicapping conditions, sexual orientation or national origin. The Grayson County CPMT will act in compliance with all applicable State and Federal Statutes regarding the non-discriminatory provision of service.

Alleged violations of this policy shall be submitted to the CPMT, via the CSA Coordinator, in writing. The CPMT shall review all alleged violations, received in writing, of this policy within (5) days of receipt. The CSA Coordinator shall respond, in writing, within three (3) days, after review by the CPMT. A copy of the complaint and response shall be maintained in the records of the CPMT.

Section 8.5 Procurement procedures

The CPMT is responsible for ensuring that all services and programs are solicited/contracted for in accordance with established County and State procurement requirements. Services and program contracts will require service providers to make application to all other payment sources (direct client pay, third-party insurance, Medicaid, etc.) before use of Pool Funds.

Section 8.6 Code of Ethics

All CSA Program Staff, FAPT, and CPMT members shall read, review, comply with, and sign the Grayson County CSA Code of Ethics (See APPENDIX V).

Note: *Nothing in this Policy shall supersede any Local, State or Federal Law or regulation.*

APPENDIX A

Grayson County CPMT Long Range Plan

Community Philosophy:

It shall be the philosophy of the Grayson County Community Policy Management Team to work with our community to develop child and family-centered best practices regarding child welfare, safety, and service provision to strengthen at risk families within our community.

The Grayson County Community Policy and Management Team (CPMT) is committed to providing child centered, family focused, community-based services for children in the least restrictive environment. In order to achieve this, the Team has developed a long range plan of the risks, strengths, needs, and goals of the community as well as the management. It shall be the vision of the Team to achieve 4 primary goals.

- A. Reduce Financial Obligation to Grayson County
- B. Reduce the number of children in Foster Care
- C. Prevent the children from entering Foster Care
- D. Increase Program Internal Control and Policy Compliance.

Risks: Grayson County CPMT has reviewed the various risks posed to the CSA program in Grayson County through a series of measures including: regular planning committee meetings, the annual CSA Gap Survey, Local Stakeholder surveys, and the recently completed PSSF community needs assessment. There were determined to be a variety of risks, which could be split into 4 categories: Financial Risks, Staffing Risks, Programmatic Risks, and Physical Risks. Financial Risks for Grayson County would include budget over runs due to increase in foster care case load, Private Special Education Day Placement Caseload, and over-provision of community based services. Staffing Risks would include the loss of key staff through position vacancy or illness. Programmatic Risks include lack of audit /program/policy compliance. Physical Risks include loss of records, facility, or equipment through natural disaster or other means such as fire, etc.

APPENDIX A

Strengths: One of the primary strengths of the Grayson County CSA Program is a high degree of collaboration. Grayson County CPMT, FAPT, and staff are willing and dedicated to working together to reduce risks and increase program efficiency. An additional strength is financial accuracy and program compliance, as determined by case review.

Needs: An identified need is the need for staff retention. The Grayson County CSA Program has had 4 different CSA Coordinators over the past 5 years. This has made policy update difficult. Additional staffing has also been identified as a need. The vast CSA policy requirements are extremely challenging for a single part time staff person to comply with. An additional need identified is for the reduction of foster care caseload and prevention of children entering foster care.

Goals: The specific identified goals of the Grayson County CSA Program shall be as follows

1. Reduce the current foster care caseload by 50% by the end of FY 2019
2. Effectively use community based services so the foster care prevention rate of cases which are provided with Community Based Services is 95%.
3. Keep Grayson County CSA Financial Obligation below \$700,000 annually.
4. Continue to update local policy and procedure in accordance with best practice and SEC directives.

Progress on these goals shall be provided to the CPMT monthly through the provision of the CSA monthly Pool Reimbursement Request Report, the CSA Census Report, and updates from the FAPT. The Long Range Plan and the goals of the plan shall be reviewed and updated, if necessary, at the annual Organizational Meeting.

APPENDIX B

Grayson County
Comprehensive Services Act Program
For
At Risk Youth



Community Policy Management Team Bylaws.

Revised November 2014

Article I - Appointment

Pursuant to Code of Virginia, §2.2-5204 and §2.2-5205, the governing body of Grayson County has appointed a Community Policy and Management Team which has the responsibility for implementing the requirements of the Comprehensive Services Act, including the expenditure of funds appropriated by the locality and allocated by the State. Additionally, pursuant to Code of Virginia §2.2-5204, the governing body of Grayson County shall designate an official to act as fiscal agent for the Community Policy and Management Team.

Article II - Name and Purpose

The name of this body shall be the Grayson County Community Policy and Management Team, herein after referred to as the Management Team or CPMT. The purpose of the Management Team will 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 families.

Article III – Membership

Conditions and standards relating to membership are determined by state law and by local government directive enacted in accordance with state law, which provides as follows:

A. Pursuant to Code of Virginia, §2.2-5205, the **minimum mandatory membership** of the team includes:

1. The **local agency heads** or their designees from the:

Community Services Board
Department of Social Services
Health Department
Juvenile Court Services Unit

School Division

Persons appointed by their community agencies shall be authorized to make policy and funding decisions for their agencies.

2. At least **one elected official or appointed official or his designee** from the governing body of the locality.
 3. A **private provider representative**, if a private organization or an association of providers is located within the locality.
 4. A **parent representative** – A parent representative – Parent of a child that has received or provided one of the agencies representatives on the CPMT team.
 5. **Optional Members** – Governing bodies have the option of appointing additional members to the Management Team including, but not limited to representatives from other public agencies, law enforcement officials, and local government officials.
- B. Management Team members or their designees are expected to attend at least 75% of the regularly scheduled meetings within any calendar year.
- C. Vacancies shall be filled in the same manner as the original appointment.
- D. While the Management Team is without authority to expand or alter its membership, it may solicit advisory personnel to assist in achieving its objectives in accordance with approved program and mandates.
- E. The local governing body shall appoint parent and private provider representatives for a four year term. Parent and private provider representatives are eligible for reappointment. Incumbents in an expired term shall continue to serve until appointments are made by the governing body.
- F. **Conflict of Interest** - Code of Virginia §2.2-3117

Any person serving on the Management Team who does not represent a Public agency shall file a statement of economic interests as required by State and Local Government Conflict of Interests Act. Forms required are

provided by the Secretary of the Commonwealth to the clerks of the governing body and are filed prior to assuming office and annually thereafter. “Persons serving on the Management Team who are parent representatives or who represent private organizations or associations of providers for children or family services shall abstain from decision-making involving cases or agencies in which they have either a personal interest, as defined in §2.2 - 3101 of the State and Local Government Conflict of Interest Act, or a fiduciary interest.”

G. Liability

“Persons who serve on the team shall be immune from any civil liability for decisions made about the appropriate services for a family or the proper placement or treatment of a child who comes before the team, unless it is proven that such person acted with malicious intent. Any person serving on such team who does not represent a public agency shall file a statement of economic interests as set out in §2.2-3117 of the State and Local Government Conflict of Interests Act (§2.2-3100 et seq.). Persons representing public agencies shall file such statements if required to do so pursuant to the State and Local Government Conflict of Interests Act.”

Article IV – Duties and Responsibilities

1. Develop/maintain interagency policies and procedures to govern the provision of services to children and families in the community.

2. Develop/maintain 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 fee scale based upon ability to pay.
4. Coordinate long-range, community-wide planning that ensures the development of resources and services needed by children and families in its community including consultation on the development of a community-based system of services established under §16.1-309.3.
5. Establish policy on appointing the Family Assessment and Planning Team members from each department of DSS, School System, Court Services, Community Services Board, Parent Representative and Private Provider.
6. Establish policies governing referrals and reviews of children and families to the family assessment and planning teams and a process to review the team's recommendations and requests for funding.
7. Establish quality assurance and accountability procedures, including an annual audit, for program utilization and funds management.
8. Establish procedures for obtaining bids on the development of new services.
9. Manage funds in the interagency budget allocated to the community from state pool funds, the trust fund, and any other source.
10. Authorize and monitor the expenditure of funds by each family assessment and planning team.
11. Submit grant proposals that benefit the community to the state trust fund and enter into contracts for the provision or operation of services upon approval of the Board of Supervisors of Grayson County.
12. Serve as the community 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.
13. Collect and provide uniform data to the Council as requested by the Office of Comprehensive Services for At-Risk Youth and Families.
14. Review and analyze data in management reports provided by the Office of Comprehensive Services to help evaluate child and family outcomes and public/private provider performance in the provision of services for children and families served. The Management Team shall also review local and statewide data provided in management reports on the number of children served, children placed out of state, demographics, types of services provided, duration of services, service expenditures, child and family outcomes, and performance measures. The Management Team shall track utilization and performance of residential placements using data and management reports to develop and implement strategies for returning children in out-of-state placements to the Commonwealth, preventing placements, and reducing lengths of stay in residential placements for children who can

appropriately and effectively be served in their home, relative's home, family-like setting, or their community.

15. Submit to the Department of Behavioral Health and Developmental Services information on children under the age of 14 and adolescents 14-17 for whom admission to an acute care psychiatric or residential treatment facility, exclusive of group homes, was sought but unable to be obtained. Such information shall be gathered from the family assessment and planning team or other authorized community agencies and shall contain the child's date of birth, date admission attempted, and the reason the patient could not be admitted.
16. Establish policies for providing intensive care coordination services for children at risk of entering or placed in residential care through the Comprehensive Services Act.
17. Have authority, upon approval of the Grayson Co. Board of Supervisors to enter into a contract with another community policy and management team to purchase coordination services provided that funds described as the state pool funds are not used.

Grayson County Department of Social Services serves as the fiscal agent for CSA funding. The county provides for an annual audit of the total revenues received and the programs. The county shall arrange for the provision of legal services to the Management Team.

Article V – Officers of the Management Team

The Management Team shall elect a Chair and Vice-Chair at the first duly called meeting of the fiscal year.

A. Chairperson Duties

1. Preside at all meetings of the Management Team
2. Be the official signature on all CSA documents for the Management Team
3. Appoint committees necessary for the operation of the Management Team
4. Perform any other duties determined by the Management Team
5. Provide updates to the Board of Supervisors of Grayson County regarding the activities, goals, and finances of the Management Team.

B. Vice Chairperson Duties

1. In the absence of the Chairperson, perform all the duties of the Chairperson and any other duties as assigned by the Management Team.

C. Secretary

1. The secretary shall be the CSA Coordinator and shall be responsible for accurately reporting the subjects and actions of the Management Team meetings. Secretary shall serve as liaison between FAPT and the Management Team.

D. Terms

1. The Chair and Vice-Chair shall serve 2 year terms, with the term of office beginning at the annual organizational meeting in which they are appointed and lasting 2 years. A member of the management team may not serve as Chair or Vice-Chair for more than 2 consecutive terms.

Article VI – Meetings

- A.** There shall be an **annual organizational meeting** at the beginning of the calendar year for purposes of reviewing the By-Laws, electing officers, reviewing local policies and procedures, and receiving an annual audit for the previous calendar year. Additionally at the annual organizational meeting all necessary Confidentiality Statements, Codes of Ethics, Conflict of Interest Statements, and Statements of Economic Interest shall be updated.
- B.** **Regular meetings** shall be held at a time determined by the Management Team.
- C.** **Special meetings** may be called by the Chairperson or upon request of three members.
- D.** The **quorum** for all Management Team meetings shall be fifty percent of its members including the Chairperson or Vice Chairperson.

Article VII – Rules of Order

Robert’s Rules of Order shall be used as a guide in conducting Management Team business. All issues of parliamentary procedure shall be referred to the Chairperson or presiding officer in the absence of the Chairperson, whose decisions shall be final and binding.

Article VIII – Confidentiality

All information about specific children and families obtained by the Management Team and Family Assessment and Planning Team (FAPT) in the discharge of their responsibilities shall be confidential under all applicable laws, mandates, and licensing requirements. All other information not related to specific children and families shall be subject to the Freedom of Information Act.

Article IX - Amendments

The terms and provisions of the By-Laws of the Management Team may be amended at the regular meeting of the Management Team by a majority vote of the quorum present, given that notice of any proposed amendment was submitted to all members in writing two weeks prior to the meeting.

Approved by Grayson County CPMT on _____

DATE

Anthony Isom, Chair

APPENDIX C

2014/2015 FAPT Members – Organizational Chart

DSS:

Angie Thomas 276-773-2451 ext. 218
angie.thomas@dss.virginia.gov

Alternate:

Larissa Sutherland 276-773-213 ext. 213
larissa.sutherland@dss.virginia.gov

School System

Amanda Leath 276-773-2026
amanda.leath@grayson.k12.va.us

Alternate:

Doug Lawson 276-773-2006
dlawson@grayson.k12.va.us

Court System

Stuart Cheeks FAPT Chair 276-236-2963
stuart.cheeks@djj.virginia.gov

Alternate:

Doug Garvey 276-236-2963
doug.garvey@djj.virginia.gov

Community Services Board

Morgan Greer 276-773-3515
morgan.greer@mrcsb.state.va.us

Alternate:

Ashley Parlier 276-233-6510
ashley.parlier@mrcsb.state.va.us

Private Provider

Sharrell Fowler 276-233-4500
swfowler@provcorp.com

Alternate:

Trent Staton 276-238-7584 (Cell)
PStaton@provcorp.com
276-238-8885 (Office)

Parent Representative

Cassie Collier 276-677-3939
cassie_collier@yahoo.com



SECRETARY OF THE COMMONWEALTH

FINANCIAL DISCLOSURE STATEMENT

Pursuant to subsection B of § [2.2-3114](#), members of designated boards, commissions, councils and authorities in the executive branch of state government are required to file this Financial Disclosure Statement as a condition of appointment and, then, annually while serving as an officeholder.

Pursuant to subsection B of § [2.2-3115](#), citizen members of local boards, commissions and councils as may be designated by the local governing body shall file this form.

For State Board Members: You must file this form with the Secretary of the Commonwealth as a requirement for appointment.

For Local Board Members: If you have been recently appointed, you must file this form with the Clerk of the appropriate governing body prior to attending your first meeting.

The information required on this form must be provided on the basis of the best knowledge, information and belief of the individual filing the form as of the date of this report unless otherwise stated. As a condition for assuming an office, this form constitutes a report of financial interests at the time of filing.

The annual filing is due by December 15.

You must sign and date this form upon completion.

This Financial Disclosure Statement is open for public inspection.

DEFINITIONS AND EXPLANATORY MATERIAL.

"Advisory agency" means any board, commission, committee or post which does not exercise any sovereign power or duty, but is appointed by a governmental agency or officer or is created by law for the purpose of making studies or recommendations, or advising or consulting with a governmental agency.

"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 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.

"Immediate family" means (i) a spouse and (ii) any child who resides in the same household as the filer, and who is a dependent of the filer.

"Officer" means any person appointed or elected to any governmental or advisory agency including local school boards, whether or not he receives compensation or other emolument of office. Unless the context requires otherwise, "officer" includes members of the judiciary.

"Personal interest" means, for the purposes of this form only, a personal and financial benefit or liability accruing to a filer or a member of his immediate family. Such interest shall exist by reason of (i) ownership in real or personal property, tangible or intangible; (ii) ownership in a business; (iii) income from a business; or (iv) personal liability on behalf of a business; however, unless the ownership interest in a business exceeds three percent of the total equity of the business, or the liability on behalf of a business exceeds three percent of the total assets of the business, or the annual income, and/or property or use of such property, from the business exceeds \$10,000 or may reasonably be anticipated to exceed \$10,000, such interest shall not constitute a "personal interest."

FINANCIAL DISCLOSURE STATEMENT
Commonwealth of Virginia

Name _____

Office or position held or to be held

Address

I. FINANCIAL INTERESTS

My personal interests and those of my immediate family are as follows: Include all forms of personal interests held at the time of filing: real estate, stocks, bonds, equity interests in proprietorships and partnerships.

You may exclude:

1. Deposits and interest bearing accounts in banks, savings institutions and other institutions accepting such deposits or accounts;
2. Interests in any business, other than a news medium, representing less than three percent of the total equity value of the business;
3. Liability on behalf of any business representing less than three percent of the total assets of such business; and
4. Income (other than from salary) less than \$10,000 annually from any business.

You need not state the value of any interest. You must state the name or principal business activity of each business in which you have a personal interest.

A. My personal interests are:

1. Residence, address, or, if no address, location.

2. Other real estate, address, or, if no address, location.

3. Name or principal business activity of each business in which stock, bond or equity interests is held.

B. The personal interests of my immediate family are:

1. Real estate, address, or, if no address, location.

2. Name or principal business activity of each business in which stock, bond or equity interests is held.

II. OFFICES, DIRECTORSHIPS AND SALARIED EMPLOYMENTS

The paid offices, paid directorships and salaried employments which I hold or which members of my immediate family hold and the businesses from which I or members of my immediate family receive retirement benefits are as follows: (You need not state any dollar amounts.)

A. My paid offices, paid directorships and salaried employments are:

Position held

Name of business

B. The paid offices, paid directorships and salaried employments of members my immediate family are:

Position held

Name of business

III. BUSINESSES TO WHICH SERVICES WERE FURNISHED

A. The businesses I have represented, excluding activity defined as lobbying in § [2.2-419](#), before any state governmental agency, excluding any court or judge, for which I have received total compensation in excess of \$1,000 during the preceding year, excluding compensation for other services to such businesses and representation consisting solely of the filing of mandatory papers, are as follows:

Identify businesses by name and name the state governmental agencies before which you appeared on behalf of such businesses.

Name of business

Name of governmental agency

B. The businesses that, to my knowledge, have been represented, excluding activity defined as lobbying in § [2.2-419](#), before any state governmental agency, excluding any court or judge, by persons with whom I have a close financial association and who received total compensation in excess of \$1,000 during the preceding year, excluding compensation for other services to such businesses and representation consisting solely of the filing of mandatory papers, are as follows:

Identify businesses by type and name the state governmental agencies before which such person appeared on behalf of such businesses.

<u>Type of business</u>	<u>Name of state governmental agency</u>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

C. All other businesses listed below that operate in Virginia to which services were furnished pursuant to an agreement between you and such businesses and for which total compensation in excess of \$1000 was received during the preceding year:

Check each category of business to which services was furnished.

Electric utilities	<input type="checkbox"/>	Banks	<input type="checkbox"/>	Retail companies	<input type="checkbox"/>
Gas utilities	<input type="checkbox"/>	Savings institutions	<input type="checkbox"/>	Beer, wine or liquor companies or distributors	<input type="checkbox"/>
Telephone utilities	<input type="checkbox"/>	Loan or finance companies	<input type="checkbox"/>	Trade associations	<input type="checkbox"/>
Water utilities	<input type="checkbox"/>	Manufacturing companies (state type of product, e.g., textile, furniture, etc.)	<input type="checkbox"/>	Professional associations	<input type="checkbox"/>
Cable television companies	<input type="checkbox"/>	Mining companies	<input type="checkbox"/>	Associations of public employees or officials	<input type="checkbox"/>
Intrastate transportation companies	<input type="checkbox"/>	Life insurance companies	<input type="checkbox"/>	Counties, cities or towns	<input type="checkbox"/>
Interstate transportation companies	<input type="checkbox"/>	Casualty insurance companies	<input type="checkbox"/>	Labor organizations	<input type="checkbox"/>
Oil or gas retail companies	<input type="checkbox"/>	Other insurance companies	<input type="checkbox"/>		<input type="checkbox"/>

IV. COMPENSATION FOR EXPENSES

The persons, associations, or other sources other than my governmental agency from which I or a member of my immediate family received remuneration in excess of \$200 during the preceding year, in cash or otherwise, as honorariums or payment of expenses in connection with my attendance at any meeting or other function to which I was invited in my official capacity are as follows:

Name of Source	Description of occasion	Amount of remuneration for each occasion
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. The provisions of Part III A and B of the disclosure form prescribed by this section shall not be applicable to officers and employees of local governmental and local advisory agencies.

C. Except for real estate located within the county, city or town in which the officer or employee serves or a county, city or town contiguous to the county, city or town in which the officer or employee serves, officers and employees of local governmental or advisory agencies shall not be required to disclose under Part I of the form any other interests in real estate.

I swear or affirm that the foregoing information is full, true and correct to the best of my knowledge.

Signature _____ **Date** _____

APPENDIX E

Parental Financial Contributions for CSA Services

- a. Purpose of seeking parental contributions. The Code of Virginia and CSA Policy allows for localities to assess a parental contribution for CSA services. This Process may help to maximize resources available to the community as well as increase parental involvement and commitment to the services plan.

- b. All biological parents of children receiving services with a cost to CSA shall be expected to contribute, with the below exceptions:
 1. Parents of children receiving IEP directed services.
 2. Parents of children in foster care that have been referred to the Department of Child Support Enforcement.
 3. Parents that are receiving Temporary Assistance for Needy Families benefits.
 4. Parents who have received a copayment waiver from the CPMT.

- c. A Flat Fee of \$30.00 monthly will be assessed as the copayment. Details regarding this and instructions for payment may be found in the Grayson County Community Policy Management Team Co Pay Agreement (Appendix A).

- d. Parents without financial means for copayment may opt to participate in the Grayson County Community Service Program. Parents opting to participate in this program are required to complete 15 hours of community services facilitated through the Grayson County Day Report Program. 15 hours of community service shall suffice for a 3 month service approval term. Additional information regarding the Grayson County Community Service Program may be found in the Grayson County CSA Community Service Referral Form (Appendix B).

- c. Parents without financial means for copayment that are unable to participate in the Grayson County Community Service Program may apply for a copayment waiver to the CPMT by using the Grayson County CSA Co Pay Exemption Screening Form (Appendix C). The CPMT shall approve or deny any waiver requests.

- d. The Case Manager shall be responsible for completing the Grayson County CPMT Co Pay Agreement and/or the Grayson County CSA Exemption Screening Form with the family. The completed form(s) shall be presented to the CSA Coordinator along with all other FAPT paperwork

- e. Non payment of a parent's copayment by the 15th day of the month the co payment is assessed shall result in cessation of funding for a client's services.

- f. Failure to complete assigned in kind services hours within 30 days from service approval shall result in cessation of funding for a client's services.

- g. Parents may not be assessed a copayment for services outlined in a child's IEP.

APPENDIX F

CSA CHECKLIST FOR FAPT MEETING

CHILDS NAME: _____

FORMS	YES	NO
IFSP		
CANS		
PARENTAL RIGHTS		
LETTER OF NOTIFICATION		
SERVICE PLAN		
MONEY PAGE		
DATE OF IFSP		
PROGRESS REPORTS		
CONSENT TO EXCHANGE		
CO-PAY FORMS		
TANF		
MANDATED FORM		
DSS CUSTODY		
IEP		
PARENTAL AGREEMENT		
VOLUNTEER PLACEMENT		

APPENDIX G

Name: _____

Date: _____

Grayson County IFSP/UM Review Form

A) Demographic Information:

Client name: _____ CSA ID No/SS#: _____
DOB: _____ Age: _____ Sex: _____ Race: _____
Parents/Legal Guardian: _____
Address: _____ Phone No: _____
Siblings: _____
Others involved: _____

B) Case Management Information:

Reason for Referral to CSA: _____
Referral Agency: _____ Agency Case Manager: _____
Phone Number: _____ Email Address: _____
Title IV-E? YES NO
Medicaid? YES NO
FAMIS: YES NO
Other Insurance: YES NO
NO
Child Support: YES NO
TANF: YES NO
Parental Co-Pay: YES NO

C) Date of Last CANS: _____ CANS attached YES NO, why not? _____

Previous VEMAT Score: _____

Current VEMAT Score: _____

D) Child and Family Strengths:

--

E) Child and Family Needs:

Needs related to Life Domains, School, Caregiver, Behavior/Emotional, Risk:

--

F) Current Diagnoses:

F) Current Diagnoses:	
Axis I	

Axis II	
Axis III	
Axis IV	
Axis V	

G) Current Medication	Dosage and Frequency	To treat...

H) Youth Goals and Objectives:

GOAL 1:

Services required obtaining goal 1:

GOAL 2:

Services required obtaining goal 2:

GOAL 3:

Services required obtaining goal 3:

I) Family Goals and Objectives:

GOAL 1:

Services required obtaining goal 1:

GOAL 2:

Services required obtaining goal 2:

GOAL 3:

Services required obtaining goal 3:

J) List all current services which are NOT CSA funding (i.e., IV-E or Medicaid coverage such as medication management, groups, therapy, independent living, and education supports)

NEED/GOAL	SERVICE	PROVIDER	DATES OF SERVICE (FROM/TO)	Cost & Funding
TOTAL NON-CSA COST				

K) List current service requests that REQUIRES CSA FUNDING:

NEED/GOAL	SERVICE	PROVIDER	DATES OF SERVICE (FROM/TO)	COST

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

AGENCY	FAPT Chair	FAPT MEMBER SIGNATURE	DATE	Approval of Vendor and Cost	Abstain from Vendor and Cost
27 th District Court Services					
Grayson County Public Schools					
Mount Rogers CSB					
Grayson County DSS					
Private Provider Representative					
Parent Representative					
CSA Coordinator					

agree to cooperate with the implementation of the IFSP.

PARTICIPATION AND CONSENT OF PARENT/GUARDIAN

I have had the opportunity to participate in the development of this Individual Family Services Plan (IFSP). I understand the IFSP and give my permission to the Family Assessment and Planning Team (FAPT) to implement the IFSP. I/We also agree with the implementation of the IFSP.

I have had the opportunity to participate in the development of the Individual Family Services Plan (IFSP). I understand the IFSP, I do not agree with the IFSP and I do not give my permission to implement the IFSP.

Signature of Parent/Guardian

Date

Signature of Parent/Guardian _____
Date

Signature of Case Worker _____
Date

The next FAPT meeting to review services for this case will be _____

APPENDIX H

GRAYSON COUNTY FAMILY ASSESSMENT AND PLANNING TEAM

SUMMARY OF CHILD AND FAMILY RIGHTS

The Comprehensive Services Act or At-Risk Youth and Families give your eligible child/children and your family certain rights and responsibilities as you receive services. These procedural safeguards do not take the place of any other review procedures under existing state or Federal law (for example, special education and foster care law.)

If you have any questions about your rights, please talk with Renae Sizemore, telephone number 276-773-2452. This person can answer your questions.

You have the right to notice....

You must receive written notice before your child is assessed and/or offered services by the Family Assessment and Planning Team. This notice must be in your native language unless it is clearly impractical to make it so. It will tell you of the procedures available to you.

You have the right to consent....

You must consent in writing before beginning services listed on the Individual Family Service Plan. (Unless otherwise ordered by the court, upheld by the appropriate appeals process, or authorized by law.)

You have the right to review CSA records and confidentiality....

You have the right to review and correct records concerning your child pursuant to the Virginia Privacy Protection Act, Section 2.1-377 et seq. Code of Virginia and to obtain an explanation about any information. You have the right to give permission before any other person or agency can see the records. You also have the right to have a copy of your CSA records (Unless otherwise prohibited by state law). You must give written permission before any person or agency can release confidential information to another agency or individual. (Unless otherwise authorized by law or ordered by the court).

You have the right to assistance....

You will have a person assigned who is responsible for following the services on the Individual Family Service Plan. If you wish, you can have other members of your family, a friend, an advocate or support person, or an attorney present during Family Assessment and Planning Team meetings.

You have the right to participate....

You have the right to participate in the assessment, planning, and implementation of services for your child and family. If you are unable to attend a Family Assessment and Planning Team meeting, you must receive a copy of the Individual Family Service Plan and consent in writing to it within two week of the meeting in order to implement services.

You have the right to review....

If you disagree with any of the recommendations about your child's assessment or service plan made by the Family Assessment and Planning Team, you may request a review by the Community Policy and management Team. The Community Policy and Management Team will respond to your request in writing within 30 days after receiving your request.

You have the responsibility to participate....

By being willing to meet with the person assigned for following the services on the Individual Family Service Plan or other members of the Family Assessment and Planning Team as needed. By, whenever possible, attending and participating in the Family Assessment and Planning Team meetings.

You have the responsibility to provide necessary information....

By completing the forms needed to do the assessment of your child and family. You will need to provide information about your family income and documentation of financial resources.

You have the responsibility to pay partial cost of services if required....

Based upon the size of your family and your financial resources, you may be asked to pay for some of the costs of services provided to your child or family.

IF YOU UNDERSTAND AND AGREE TO THESE RIGHTS AND RESPONSIBILITIES, PLEASE SIGN BELOW.

Parent/Guardian Signature

Date

Witness Signature

Date

Child/Adolescent Signature

Date

APPENDIX I

**Grayson County Family Assessment and Planning Team
Notification of Assessment Meeting**

Date:

Parent's Name

Address

City, State, Zip code

Dear

You are invited to participate in the assessment and planning process for your child/children:

This meeting will be held on _____ at _____
at Grayson County Department of Social Services, Independence, VA 24348.

Representatives of the Department of Health and Social Services, the School District, Juvenile Court Service, Mount Rogers Community Services Board, and the community will be present. If you wish, you may bring other members of your family such as a friend, and advocate or support person, or an attorney, to this meeting with you.

If you are not able to attend, the case manager, _____ is responsible for obtaining your written consent on the Individual Family Service Plan (IFSP), within two weeks of the meeting, in order for services to begin. If you have any questions about this meeting, please call me at () .

Sincerely,

Signature

Printed Name

Printed Name

Date Delivered of Mailed:

APPENDIX J

List all current services which are NOT CSA funding (i.e., IV-E or Medicaid coverage such as medication management, groups, therapy, independent living, and education supports)

NEED/GOAL	SERVICE	PROVIDER	DATES OF SERVICE (FROM/TO)	Cost &Funding
TOTAL NON-CSA COST				

K) List current service requests that REQUIRES CSA FUNDING:

NEED/GOAL	SERVICE	PROVIDER	DATES OF SERVICE (FROM/TO)	COST
------------------	----------------	-----------------	---------------------------------------	-------------

TOTAL CSA COST				

L) What is needed to step down/discharge from this plan?

If Ryan's behaviors continue to improve and a significant period of time passes in which Ryan exhibits no negative behaviors, it is possible that Ryan's aunt and uncle could obtain custody. If they are not willing to do so, Ryan has expressed interest in going into Independent Living.

FAPT DECISION **APPROVED** **DENIED** **APPROVED WITH MODIFICATION**

MANDATED

NON MANDATED

APPENDIX K

AUTHORIZATION TO USE AND EXCHANGE INFORMATION

Introduction

Specified information can be shared among ALL of the agencies listed below, if the individual or his authorized representative agree, without having to obtain any additional signed authorization from the individual. The *Authorization to Use and Exchange Information* form was developed for use by the following agencies:

- Local departments of social services
- Area agencies on aging
- Centers for independent living
- Community services boards
- Department of Correctional Education
- Department of Youth and Family Services
- Health department clinics and programs
- Service delivery areas for the Workforce Investment Act
- Local/Regional Departments of Rehabilitative Services/Disability Services Boards
- Local school systems
- Regional offices, Department of Corrections
- Regional outreach offices, Department for the Deaf and Hard of Hearing
- Regional offices, Department for the Blind and Vision Impaired
- Virginia Employment Commission Offices

The “referring agency” is defined as the agency that initiates the completion of the *Authorization to Use and Exchange Information* form with the individual. The referring agency may use the form to request or to transmit information to other agencies. Agencies may be considered either a “referring” or an

“other” agency, depending upon which agency is contacted first by the individual. If all parties agree, additional public and private agencies, facilities, and organizations may be included.

Agencies are assured that, when properly executed, this is a legally valid form that meets not only their own agency’s state and federal requirements, but also those of the other participating agencies. The *Authorization to Use and Exchange Information* form has been reviewed by the Office of the Attorney General to assure compliance with federal and state confidentiality requirements. Agencies may choose to use a different uniform release form that addresses their individual needs if it meets the state and federal confidentiality and release of information statutory and regulatory requirements of ALL involved agencies.

Purpose of the Authorization to Use and Exchange Information Form

The *Authorization to Use and Exchange Information* form is designed for use by agencies that work together to jointly provide or coordinate services for individuals with complex needs and should be used along with the referring agency’s specific procedures for obtaining a valid authorization to exchange information. It also can be used to assist agencies obtain information needed from other agencies to determine an individual’s eligibility for services or benefits. The completed form should reflect that the individual (or his or her representative) controlled the choices and understood the process. When using this form, always keep in mind the importance of individual wishes, individual choices, and individual comprehension of the process.

Agency staff and the authorizing person shall first determine whether the individual might be eligible for services or benefits provided by other agencies. This determination should be based upon the needs, interests, and circumstances of the individual as well as staff’s knowledge of other agencies’ services or benefits and eligibility requirements.

Referring agency staff shall explain the following to the individual:

- Potential services and benefits that might be available from other agencies.
- What information these agencies might need and for what purpose(s).
- The purpose of the form.
- The consequences of signing or not signing this authorization.
- Key provisions and protections (e.g., revocation, access to agencies’ written record).

Staff shall make every attempt to ensure that the authorizing person understands the provisions of the form and should make appropriate efforts to accommodate the special needs of the authorizing person. If the authorizing person is unable to read or is blind or visually impaired, staff shall read the form to him or her. Interpreters should be made available for people who do not speak English and for those who are deaf or hearing impaired. If the authorizing person does not appear to comprehend the meaning of the form, it should be explained. If staff have ANY doubts that the authorizing person is not comprehending the purpose and provisions of the form, they should ask the authorizing person questions about the form (what the form allows the agency to do, etc.).

Based upon these answers, if staff determine that the authorizing person is NOT comprehending the purpose and provisions of the form, staff should follow their agency's procedures for assuring that the form is signed by a legally authorized authorizing person who fully comprehends the purpose and provisions of the form. The signature of an authorizing person who does NOT comprehend what he or she is signing is not valid.

If the authorizing person agrees, the form should be completed. This should be done by the authorizing person, wherever possible. The authorizing person must sign the form and insert the date in the indicated place. Staff explaining the form to the authorizing person must sign the form in the indicated place. For those agencies with procedures requiring a witness (e.g., for a person who cannot write), space is provided for a witness to sign the form. The witness must observe the authorizing person signing or placing a mark on the form and then must sign as indicated. The referring agency must give a copy of the completed form to the authorizing person.

Sharing Information with Other Agencies

It is important for the referring agency to notify the other listed agencies that they are parties to this agreement to exchange information. This notification can be by telephone or through written correspondence. This notification must be entered into the individual's record. If the referring agency wants to receive information from other agencies, it must provide a copy of the signed authorization form with its initial request for information from each listed agency.

Government Data Collection and Dissemination Practices Act

To ensure compliance with the Government Data Collection and Dissemination Practices Act each time information is disclosed by any of the listed agencies, staff of the disclosing agency must enter the following information into the individual's record:

- Name of the agency and the name-of the individual receiving the information.
- Type and source of the information disclosed.
- Reason or purpose for the disclosure.
- Date the information was disclosed.

This requirement can be met by using a disclosure log (a sample can be found in the User's Manual: Virginia Uniform Assessment Instrument, Appendix B) or through the agency's own record keeping policies and procedures.

NOTE: The authorizing person has the right to review the records of disclosure of the referring and other agencies upon request during the agencies' normal business hours.

Agency Record Keeping Policies and Procedures

Referring Agency: The original signed copy of the *Authorization to Use and Exchange Information* form, disclosure record, and any related materials shall be maintained in accordance with the agency's record keeping policies and procedures.

Other Agencies: A copy of the *Authorization to Use and Exchange Information* form, disclosure record, and any related materials shall be maintained in accordance with the agency's record keeping policies and procedures.

Renewing or Amending the Authorization Form

For No Wrong Door this authorization is valid for one year from date of signature, unless the individual or his or her authorized representative specifies an expiration date, event or condition that will occur prior to one year from the date of signature.

Revocation of Authorization

Authorization to exchange information will expire on the date or condition agreed to by the authorizing person. However, anytime prior to the expiration, the authorizing person may choose to revoke or cancel this authorization either with all or with selected agencies.

The authorizing person may revoke his or her authorization by informing any of the involved agencies in writing, by telephone, or in person. This notification must be noted on the back of the *Authorization to Use and Exchange Information* form and signed and dated by the agency staff person receiving the request to revoke the authorization.

If the authorizing person exercises the option of revoking his or her authorization (in entirety or with selected agencies) to share information under the agreement, the agency receiving this notice shall inform all other listed agencies that are authorized to exchange information under the agreement of the revocation of the authorization.

Individuals Who Refuse to Sign the Authorization Form

It is absolutely essential that the individual understand and appreciate what will happen as a result of signing this form. The individual also needs to understand that there is no requirement to sign this form, but that not signing the form will result in specific consequences. If the form is not signed, the individual must deal with each agency individually to obtain needed information, and/or the agency may not be able to provide services. If the form is signed, the process for applying for and receiving services may be easier for both the individual and the involved agencies.

When Not to Use This Form

The *Authorization to Use and Exchange Information* form should not be used with:

- Individuals who do not comprehend the purpose and substance of the authorization form; or
- Individuals for whom drug or alcohol abuse diagnostic or treatment information is being shared. In these cases, a separate authorization form (attached) should be used.

Can Other Interagency Authorization Forms Be Used?

Agencies should accept the *Authorization to Use and Exchange Information* form as a legally valid form. However, they may choose to use a different authorization form that addresses their individual needs IF it meets the state and federal confidentiality statutory and regulatory requirements of ALL the involved agencies.

COMMONWEALTH OF VIRGINIA

UNIFORM AUTHORIZATION TO USE AND EXCHANGE INFORMATION

I understand that different agencies provide different services and benefits. Each agency must have specific information to provide services and benefits. By signing this form, I allow agencies to use and exchange certain information about me, including information in an electronic database, so it will be easier for them to work together efficiently to provide or coordinate these services or benefits.

I, _____, am signing this form for

(FULL PRINTED NAME OF AUTHORIZING PERSON OR PERSONS)

—

(FULL PRINTED NAME OF INDIVIDUAL)

—

(INDIVIDUAL'S ADDRESS)

(INDIVIDUAL'S BIRTH DATE)

(INDIVIDUAL'S SSN – OPTIONAL)

My relationship to the individual is: Self Parent Power of Attorney
 Guardian
 Other Legally Authorized Representative

I want the following confidential information about the individual to be exchanged:

- | | | |
|--|---|--|
| Yes No | Yes No | Yes No |
| <input type="checkbox"/> <input type="checkbox"/> Assessment Information Records | <input type="checkbox"/> <input type="checkbox"/> Medical Diagnosis | <input type="checkbox"/> <input type="checkbox"/> Educational |
| <input type="checkbox"/> <input type="checkbox"/> Financial Information Records | <input type="checkbox"/> <input type="checkbox"/> Mental Health Diagnosis | <input type="checkbox"/> <input type="checkbox"/> Psychiatric |
| <input type="checkbox"/> <input type="checkbox"/> Benefits/Services Needed, Planned, and/or Received Records | <input type="checkbox"/> <input type="checkbox"/> Medical Records | <input type="checkbox"/> <input type="checkbox"/> Criminal Justice |
| <input type="checkbox"/> <input type="checkbox"/> Substance Abuse Records | <input type="checkbox"/> <input type="checkbox"/> Psychological Records | <input type="checkbox"/> <input type="checkbox"/> Employment |
| | | <input type="checkbox"/> <input type="checkbox"/> All of the Above |

Other Information (write in): _____

I want _____

-

-

(NAME AND ADDRESS OF REFERRING AGENCY AND STAFF CONTACT PERSON)

and the following entities to be able to use and exchange this information among themselves:

Grayson County _____ Family and Assessment Planning Team

Grayson County _____ Community Policy and Management Team

I want this information to be exchanged ONLY for the following purpose(s):

Service Coordination and Treatment Planning

Eligibility Determination

Other: _____

I want this information to be shared by the following means: (check all that apply)

Written Information

In Meetings or By Phone

Computerized Data

Fax

I want to share additional information received after this authorization is signed: Yes No

This authorization is effective: _____

(DATE)

This authorization is good until: My service case is closed. Other: _____

-

For No Wrong Door this authorization is valid for one year from date of signature, unless the individual or his authorized representative specify an expiration date, event or condition that will occur prior to one year from the date of signature.

I can withdraw this authorization at any time by telling the referring agency. The listed agencies must stop sharing information after they know my authorization has been withdrawn. I have the right to know what information about me has been shared, and why, when, and with whom it was shared. If I ask, each agency will show me this information. I want all agencies to accept a copy of this form as valid authorization to share information. **If I do not sign this form, information will not be shared and I will have to contact each agency individually to give information about me that is needed.** However, I understand that treatment and services cannot be conditioned upon whether I sign this authorization. There is a potential for information disclosed pursuant to this authorization to be re-disclosed by the recipient and not be subject to the HIPAA Privacy Rule.

Signature(s): _____ Date: _____

(AUTHORIZING PERSON OR PERSONS)

Person Explaining Form:

(Name) *(Address)* *(Phone*
Number)

Witness *(If Required)*:

(Signature) *(Address)* *(Phone*
Number)

COMMONWEALTH OF VIRGINIA

UNIFORM AUTHORIZATION TO USE AND EXCHANGE INFORMATION

Full Printed Name of Individual:

FOR AGENCY USE ONLY

AUTHORIZATION HAS BEEN:

- Revoked in entirety
- Partially revoked as follows:

NOTIFICATION THAT AUTHORIZATION WAS REVOKED WAS BY:

- Letter (Attach Copy)
- Telephone
- In Person

DATE REQUEST RECEIVED: _____

AGENCY REPRESENTATIVE RECEIVING REQUEST:

(AGENCY REPRESENTATIVES FULL NAME AND TITLE)

(AGENCY ADDRESS)

(PHONE NUMBER)

Instructions for Completing the *Authorization to Use and Exchange Information Form*

PURPOSE - The “Authorization to Use and Exchange Information” form is designed for use by agencies that work together to jointly provide or coordinate services for individuals with complex needs. It also can be used to assist agencies to obtain information needed from other agencies to determine an individual’s eligibility for services or benefits.

This form should be viewed as the end product of a discussion between the worker and the individual or the individual’s authorized representative which documents the individual’s decision on when and what type of information can be released or obtained. This form should NOT BE USED with an individual who does not comprehend the purpose and substance of the Authorization Form.

WHEN PROPERLY EXECUTED, THIS IS A LEGALLY VALID DOCUMENT FOR EXCHANGING INDIVIDUAL INFORMATION. TO BE PROPERLY EXECUTED ALL STATEMENTS MUST BE COMPLETED WITH THE APPROPRIATE INFORMATION AND/OR BY CHECKING THE APPROPRIATE YES OR NO BOX.

AUTHORIZING PERSON OR PERSONS - Enter the full name of the person/persons authorizing the exchange of information.

NAME OF INDIVIDUAL - Enter the full name of the individual about whom the information will be shared.

INDIVIDUAL’S ADDRESS, BIRTHDATE, SOCIAL SECURITY NUMBER (SSN) - Enter the individual’s address, date of birth, and social security number (SSN). NOTE: Section 2.2-3808 of the *Code of Virginia* makes it unlawful to require an individual’s social security number in order to obtain benefits or services unless a specific law allows the agency to require it.

RELATIONSHIP TO INDIVIDUAL - Check the authorizing person’s relationship to the individual. Note: A legally valid authorization requires that one of the listed relationships be present.

INFORMATION TO EXCHANGE - Check the appropriate box next to the information the individual wishes to exchange among the listed agencies. If necessary, write in any other information the individual wishes to exchange. NOTE: If the individual wishes to limit some of the information to be exchanged in any category, the limitations must be recorded on the back of the form. An individual may want to exchange most, but not ALL, of the specific information checked "Yes" (e.g., a reference to past psychiatric hospitalization contained in psychiatric records). If the individual wants some specific parts of a record to remain confidential, the referring agency MUST exclude this information when that record is shared with the other agencies).

REFERRING AGENCY AND STAFF CONTACT PERSON - Enter the name and address of the agency which initiates the completion of the form. The staff contact person is the name of the staff person who discussed/explained the use of the form with the individual and, if appropriate, assisted the individual in completing the form.

SHARING AGENCIES - Check the type of agencies with which the information will be exchanged. If more space is needed, additional agencies can be listed on the back of the form. The authorizing person(s) must place his or her signature or initials beside the name(s) of each agency listed on the back. The referring agency should notify the listed agencies that they are parties to the AUTHORIZATION TO EXCHANGE INFORMATION. This notification can be by telephone or written correspondence. This notification must be recorded in the individual's record. If the referring agency wants to obtain information from the listed agencies, it must provide a copy of the signed authorization form. The copy may be mailed or faxed.

PURPOSE OF EXCHANGE - Check the appropriate box(es) or enter other purposes in the designated space.

HOW THE INFORMATION IS EXCHANGED - Check all appropriate boxes.

SHARING OF NEW INFORMATION - The individual can limit the exchange of information contained in the record as of the date of the authorization by checking the NO box. Information not in the record after the authorization is signed can be exchanged by checking the YES box.

EXPIRATION - The length of time the authorization is valid should bear a relationship to the individual's participation in a project, service plan or treatment plan, and should be the individual's choice. The

authorization form may NOT be valid “forever”, “indefinitely” or for extremely long periods of time. Unless the individual specifies a particular date or circumstances, acceptable length of time would be “until placement” or “until my case is closed”. For No Wrong Door this authorization is valid for one year from date of signature, unless the individual or his authorized representative specify an expiration date, event or condition that will occur prior to one year from the date of signature.

SIGNATURES - The authorizing person(s) must sign and date the form. A copy of the signed authorization form must be given to the authorizing person(s). If the authorizing person cannot write he or she will put his or her mark (i.e., initials, an “X”) in the signature space. The staff person explaining the form to the authorizing person(s) must sign the form and enter identifying information and a telephone number. If the agency procedures require a witness to an authorizing person’s mark, space is provided for his or her signature. The witness must observe the authorizing person sign or place a mark on the form.

REVOCAION OF AUTHORIZATION - The authorization to exchange information will expire on the date or circumstances agreed to by the authorizing person(s). The authorizing person(s) may revoke all or part of the authorization at any time prior to the expiration by notifying any of the involved agencies. This notification can be by telephone, in writing, or in person. This notification to revoke must be documented on the back of the authorization form by checking the appropriate boxes and entering the applicable information.

NOTIFICATION OF REVOCATION - The agency receiving the revocation notice must notify in writing all listed agencies of the individual’s revocation of his or her authorization, either entirely or partially. Notification must be recorded in the case record.

RENEWING OR AMENDING THE CONSENT AUTHORIZATION FORM - The referring agency can renew or amend (e.g., by adding additional agencies) the original signed copy of the *Authorization to Use and Exchange Information* form by having the authorizing person complete and sign a new form. The referring agency must give a copy of the new form to the authorizing person and forward a copy of the new form to each of the listed agencies. For No Wrong Door this authorization is valid for one year from date of signature, unless the individual or his or her authorized representative specifies an expiration date, event or condition that will occur prior to one year from the date of signature.

APPENDIX L

GRAYSON COUNTY COMMUNITY POLICY AND MANAGEMENT TEAM CO-PAY AGREEMENT

Child Name: _____ Parent/Guardian Name: _____

Parent/Guardian Name: _____

I/we agree as legally responsible parents or guardians of the above referenced child to the following:

I/we voluntarily agree to provide financial support in the amount of \$_____ **per month** for co-payment of the costs of services listed in the service plan for the months below:

Month **Year**

Month **Year**

Month **Year**

******Payments are due each month on the 1st. Payments not received by the 15th will result in services being stopped immediately.******

Payments made by **check** or **money order** payable to: **Grayson County Dept. of Social Services**

Attention: **Mary Williams**
Payments should be mailed to: **Grayson County Department of Social Services**
P.O. Box 434
Independence, VA 24348

I understand this amount is assessed based on policies of the Grayson County CPMT as required by the Virginia Office of Comprehensive Services. The monthly co-payment amount is based on implementation of the service plan referenced above. Should the service plan be interrupted, changed, or terminated prior to the dates shown in the plan, the obligation stated on this document shall be adjusted or prorated based on the length of time of the service plan and services provided under the plan.

I understand that in the event I fail to fulfill the above agreement that the Department of Social Services may bring action necessary to collect the full amount which remains unpaid. I also acknowledge that I have received a copy of this agreement and it has been explained to me.

I understand that services will be evaluated every three (3) months, or sooner, by the Grayson County Community Policy and Management Team (CPMT) to determine whether they should be continued. Should they be continued, I will provide support as requested by the CPMT.

I am currently receiving TANF, and therefore, I am exempt from this obligation.

I am not the Biological Parent of said child.

I am unable to pay this monthly amount, so I have opted to participate in the Grayson County Community Service Program.

Signature of parent/guardian Date

Signature of parent/guardian Date

Signature of FAPT team Chairman Date

Signature of CPMT Chairman Date

Make Check or Money Oder Payable To:

Amount Due:

Due Date:

\$30.00

_____ 1, ____

Grayson Co. Department of Social Services
P.O. Box 434
Independence, VA 24348

**NOTE: Services will stop if payment is not received by
the 15th of each month.**

Account of:

Child's Name _____

Payee Name _____

Address _____

Please include with payment.

*******Make Check or Money**

Oder Payable To:

Amount Due:

Due Date:

\$30.00

_____ 1, ____

Grayson Co. Department of Social Services
P.O. Box 434
Independence, VA 24348

**NOTE: Services will stop if payment is not received by
the 15th of each month.**

Account of:

Child's Name _____

Payee Name _____

Address _____

Please include with payment.

Make Check or Money Oder Payable To:

Amount Due:

Due Date:

\$30.00

_____ 1, ____

Grayson Co. Department of Social Services
P.O. Box 434
Independence, VA 24348

**NOTE: Services will stop if payment is not received by
the 15th of each month.**

Account of:

Child's Name _____

Payee Name _____

Address _____

Please include with payment.

APPENDIX N

Grayson County Family Assessment and Planning Team

Checklist for Mandated Foster Care Prevention Services

The Grayson County Family Assessment and Planning Team will use this standard checklist to help provide consistent application across all agencies to determine eligibility for Mandated Foster Care Prevention Services funded through the Comprehensive Services Act. This checklist does not apply to abused or neglected children as defined in §63.2-100, **as they are already eligible** for Foster Care Prevention Services.

Name of Child _____

The child must meet **all four** of the following criteria to be eligible for services under the guidelines.

The team, in accordance with the policies of the CPMT, determines and documents that there are sufficient facts that the following are met:

CRITERION 1 (check only one box)

The child meets the statutory definition of a “child in need of services,” 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 that age of 14
(Code of Virginia, §16.1-228)

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: _____; **OR**

The FAPT has determined that the child's behavior, conduct, or condition meets the statutory definition above and is of sufficient duration, severity, disabling and/or self-destructive nature that the child requires services; **OR**

The child **DOES NOT** meet the statutory definition of "a child in need of services" or either of the two options above.

Describe **in specific terms** the facts and time frames on which the FAPT based its conclusion that 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 another person if the child is under the age of 14:

CRITERION 2 CSA eligibility Criteria per *Code of Virginia* §2.2-5212 (Check only one)

The child **does** **does not** have **emotional and/or behavioral 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

Briefly summarize the facts that the FAPT used to reach its conclusion:

CRITERION 3 (check only one)

The Child **does** **does not** require services

- a. To address and resolve the immediate crisis that seriously threatens 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 FAPT as needing:
 - Services to prevent or eliminate the need for foster care placement. 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. This discharge plan for the child to return home is included in the ISFP.

Briefly summarize the facts that the FAPT used to reach its conclusion:

CRITERION 4 (check only one)

The goal of the family **is** to maintain the child at home (for foster care prevention services)

Briefly summarize the facts, including sources and dates of information that the FAPT used to reach its conclusion:

Recommendation of the FAPT:

- Child may more appropriately be served through another route
- Child should be referred to local Department of Social Services
- Child should be referred for evaluation for inpatient psychiatric treatment
- Other: _____

Conclusion of FAPT: (check only one)

- There are not sufficient facts that this child meets all four of the above criteria required for CSA Mandated funding
- There are sufficient facts that this child meets all four of the above criteria required for CSA Mandated funding.

FAPT Signatures:

Chair: _____	Date:

Member: _____	Date:

Member: _____	Date:

Member: _____

Date:

Member: _____

Date:

Member: _____

Date:

Member: _____

Date:

APPENDIX O



Comprehensive Services Act
Utilization Review Report

Name: _____

Address: _____

Agency: _____

Date of Placement: _____

Reason/Need for TFC: _____

Level of service: _____

Medicaid Reimbursement Status: _____

IV-E Eligibility: _____

Ancillary services (Indicate After School Program)

Previous Cans Date: _____ Current Cans Date: _____

VEMAT Date: _____ VEMAT Score: _____

Strengths: _____

Concerns/Needs: _____

Change from previous to current CANS

score: _____

Mitigating

Circumstances: _____

Recommend Modified FAPT

Review? _____

Summary and

Recommendations: _____

Follow Up

Outcome: _____

Sources of

information: _____

CSA Signature: _____



Required Information	Location	N/A - Notes
Case Manager		
Consent Form	Yes or No	Date:
Letter of Notification	Yes or No	Date:
Completed Computer Cans	Yes or No	Date
Family Rights	Yes or No	Date:
Co- Pay/In-Kind paperwork	Yes or No	Date:
Receive TANF	Yes or No	
CHINS/Mandated Form	Yes or No	Date:
Client in DSS Custody	Yes or No	
Service Plan IFSP FC PLAN IEP (circle)		Date:
Vendor Treatment Plan Present	Yes or No	Date:
Vendor Progress Reports	Yes or No	Date:

Desired Outcomes addressed in above form?	Yes or No	Date:
Does form address Identification of Services?	Yes or No	Date:
Does for address recommended level of need?	Yes or No	Date:
FAPT Recommendations	Yes or No	
Parent/Guardian participation & consent to service plan.	Yes or No	Date:
CPMT authorization	Please see approval/denial letter	Attached in each file
Signed Vendors Contract	YES	In CSA office Vendor Binder
Utilization Review Date	Yes or No	Date:
Updated Service Plan	Yes or Not	Date:

Revised 7-2015



Comprehensive Services Act
Utilization Review Report
Residential-Group Home

Name: _____

Address: _____

Date of Placement: _____

Service Type: _____

1. The youth meets the criteria for an RTC/GH level of care based on identified needs, risk behaviors, and current functioning.
 Yes No Cannot assess Not applicable

2. Youth and caregiver strengths, available community resources, and prior/current lesser restrictive interventions have been considered before determining the need for an RTC/GH level of care.
 Yes No Cannot assess Not applicable

3. The treatment plan developed in collaboration with the youth/family, case manager, CST members, and private provider is comprehensive and adequately addresses the identified needs, risk behaviors, and functioning of the youth and his/her family.
 Yes No Cannot assess Not applicable

4. The IFSP and/or agency service plan includes services that are necessary for the youth to successfully step-down to the community to return to a family setting in a timely manner.
 Yes No Cannot assess Not applicable

5. The treatment plan provides clear discharge criteria and a realistic discharge date.
 Yes No Cannot assess Not applicable

Other UR recommendations or comments for the FAPT:

Sources of Information: _____

CSA Signature: _____

APPENDIX P



GRAYSON COUNTY DAY REPORT CENTER

P.O. Box 217

Independence, Virginia 24348

GCDRC Program Manager

PHONE- 276-773-3274

FAX- 276-773-3673

CSA

COMPREHENSIVE SERVICES ACT – REFERRAL FOR COMMUNITY SERVICE

CASE WORKER _____ DATE _____

CASE WORKER PHONE NUMBER(S) _____

CASE WORKER FAX NUMBER _____

CLIENT INFORMATION

PARENT'S NAME _____ CASE NO. _____

ADDRESS _____ STATE _____ ZIP _____

PHONE NUMBER(S) _____

Please describe any physical or mental conditions / limitations that should be considered when assigning this client to perform community service work.

Please indicate if this client is **PHYSICALLY** or **MENTALLY disabled.**

Is this client employed? **YES** **NO**

If employed, please indicate work schedule. _____

Please enter the total number of community service hours required.

Have you ever been convicted for any violation(s) of law, including moving traffic violations?

Yes **NO If Yes, please provide the following:**

Description of offense:

Statute or ordinance (If know):

Date of Charge:

Date of Conviction:

County, City, State of Conviction

Convictions include Virginia juvenile adjudications for Capital Murder, First and Second Degree Murder, Lynching or Aggravated Malicious Wounding, if you were age fourteen (14) to eighteen (18) when charged.

I hereby certify that all entries are true and complete, and I agree and understand that any falsification of information herein, regardless of time of discovery, may cause forfeiture on my part of any CSA services of the Commonwealth of Virginia. I understand that all information on this application is subject to verification and I consent to criminal history background checks. Information contained on this application may be disseminated to other agencies, nongovernmental organizations or systems on a need-to-know basis for good cause shown as determined by the agency head or designee.

Date: _____ Applicant Signature: _____

APPENDIX Q

GRAYSON CO. CSA CO-PAY EXEMPTION SCREENING FORM

(Children in foster care or receiving requested I.E.P. services are exempt and do not need to be assessed)

Child: _____ Case
Manager: _____

For the purpose of determining basic co-pay obligation, determination shall be computed using the schedule per Virginia Code Section § 10-108.2. The C.P.M.T. may impose co-pay under the following conditions:

1. A child remains in the home of the parent and is receiving community based non-residential or in-home services, the parent will pay \$30.00 per month flat fee or be referred to community service or an adjusted rate deemed appropriate by the C.P.M.T.
2. When the child is out of the home of the parent, the parent will pay 100% of the amount prescribed under the guidelines or an adjusted rate deemed appropriate by the C.P.M.T.

To be exempt from a Grayson County C.S.A. Co-Payment the following must be true:

1. Parent(s) are unable to pay child support because they lack sufficient assets from which to pay child support.

Brief Explanation:

2. One or more of the following statements must be true:

- a. Parent(s) are institutionalized in a psychiatric facility _____
- b. Parent(s) are imprisoned with no chance of parole _____
- c. Parent(s) are medically verified to be totally and permanently disabled with no evidence of potential for paying child support, including recipients of Supplemental Security Income (SSI) _____
- d. Parent(s) are otherwise involuntarily unable to produce income _____

Brief Explanation:

***If the child/parent(s) does not meet the qualifications for an exemption as stated above, please complete the Parental Co-Parental Co-Pay Worksheet.**

APPENDIX R

Proposed Standard Contract

Principal Agreement

Introduction

This Principal Agreement (“Contract”) is intended to address and contain all of the terms, parameters, guidelines, and expectations that must be met by any provider of services to any and all children under the care and responsibility of (agency name). In order for this Contract to be valid and enforceable, it must be signed by (agency authorized representative), and the Provider.

This Contract is effective as of this ___ day of (month/year), between the (“**the Buyer**”) and (“**the Provider**”), and shall expire at the close of business on ___ day of (month/year).

This is a term agreement for requirements and does not involve a definite financial obligation on the part of the Buyer, although the Buyer shall use this contract for the limitation of procurement of services as seen fit and or specified.

This Contract may be terminated by either party with thirty (30) days written notice.

1. **Adherence to Law.** This Contract 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 Buyer may modify this Contract to comply with any requirements mandated by federal, state or local law by giving written notice of said modification to the Provider.

2. **Choice of Law and Forum.** This Contract shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the Commonwealth of Virginia and any action, administrative or judicial, brought to enforce any provision of this Contract shall be brought only in (locality). The Provider accepts the personal jurisdiction of any court in which an action is brought pursuant to this Contract for purposes of that action and waives all defenses to the maintenance of such action.

3. **Specific Interpretations.**
 - A. **Waiver.** The failure of the Buyer to enforce at any time any of the provisions of this Contract, or to exercise any option which is herein provided, or to require at any time any performance by the Provider of any of the provisions hereof, shall in no way affect the validity of this Contract or any part thereof, or the right of the Buyer to thereafter enforce each and every provision.

 - B. **Remedies Cumulative.** All remedies afforded in this Contract shall be construed as cumulative, that is in addition to every other remedy provided herein or by law.

 - C. **Severability.** If any part, term, or provision of this Contract is held by a court of competent jurisdiction to be in conflict with any state or federal law, the validity of the remaining portions or provisions shall be construed and enforced as if this Contract did not contain the particular part, term or provision held to be invalid.

 - D. **Captions.** This Contract includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Contract.

- E. **Contract Construal.** Neither the form of this Contract, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

4. **Purchase of Services Order.**

- A. **Requirement for PSO.** A Purchase of Services Order (PSO) shall be issued for any and all discrete services that are to be provided by the Provider to any child under the supervision or authority of the Buyer. No services shall be administered to a child under the supervision or authority of the Buyer without a PSO authorizing such discrete services signed by the (agency representative) and the Provider.
- B. **Contents of PSO.** The PSO shall define the terms of purchase and service delivery to a specific child. The PSO shall include the proposed objectives, the term of service, and the type of services to be rendered to the child. The child's Individual Family Services Plan (IFSP) shall be considered by the Provider and the Buyer in determining the proposed objectives, the term of service and the types of services to be rendered to the child.
- C. **Charges under PSO.** The Provider agrees to charge the Buyer for only those services described in the PSO and in accordance with the Billing provisions of Section ten (10) of this Contract. The provider agrees to invoice for allowable, reasonable, and necessary service costs in accordance with the categories applicable to Title IV-E, Medicaid and other identified alternative funding source as directed by the buyer.
- D. **Adjustment or Termination of PSO by Buyer.** The Buyer may adjust or terminate the PSO at any time as a result of changes in the child's eligibility for or progress with services or if the Buyer deems it to be in the child's best interest to terminate the PSO. In the event that the Buyer becomes unable to honor any or all approved PSOs for causes beyond the Buyer's reasonable control, including, but not limited to, failure to receive promised funds from federal, state, or local government sources or donor default in providing matching funds, the Buyer may terminate or modify any or all PSOs issued pursuant to this Contract as necessary to avoid delivery of services for which the Buyer cannot make payment. The Buyer shall notify the Provider immediately as soon as it becomes aware of such a cause for termination.
- E. **Termination of PSO by Provider.** The Provider may only terminate a PSO prior to its expiration in the event of the child subject of the PSO committing an infraction considered a Serious Incident as defined in Section fourteen (14) of this Contract and the Provider having followed the notice requirements stated therein. In the event of termination of a PSO, all reasonable efforts will be made to give the Buyer ____ days written notice prior to termination of services to the child. Such written notice shall include the specific reason(s) for terminating services to the child.

5. **Employee Background Checks:** Employees providing services to or having contact with a client placed by (provider) must be checked through a child protective service registry in the state where the client is placed within thirty (30) days of employment, so long as the aforementioned employee check is not in conflict with the Provider's state's 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 Provider is notified that any of its employees are named in a child protective service registry, then this information will be made available by the Provider to the Buyer with thirty (30) days of receipt of such notice. The provider will be in compliance with all Federal and State laws, regulations and licensure requirements relating to the conducting of criminal checks of its employees.

6. **Licensure:** The Provider represents and warrants that it (1) duly holds all necessary licenses required by local, State, federal laws and regulations and (2) will furnish satisfactory proof of such licensure to the Buyer's representative within ten (10) days after the execution of the Agreement. The Provider covenants that it will maintain its required licensed status with the appropriate governmental authorities and will notify the Buyer within (___) days of the issuance of any provisional license. In the event such licensing is suspended, withdrawn or revoked, the Provider agrees that such suspension, revocation or withdrawal 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 Buyer to pay the Provider's invoices. (Local CPMT policies regarding removal or payment for services for any program placed on a provisional license may be inserted here).

7. **Service Quality.** The Provider shall provide services at or above the quality standard in the industry at which the service is provided. The description or evaluation written in the Office of Comprehensive Services (OCS) Service Fee Directory of the Profile of Services and Prices shall set forth the minimum level of service acceptable.

The Provider shall permit representatives of the Buyer to conduct program and facility reviews to assess service quality and compliance with the Individual Family Service Plan of any child under the supervision or authority of the Buyer. Such reviews shall include, but are not limited to, meetings with consumers, review of services records, review of service policy and procedural issuance, review of staffing ratios and job descriptions, review of financial records pertaining to any child under the supervision and authority of the Buyer, and meeting with any staff directly or indirectly involved in the provision of services to any child under the supervision or authority of the Buyer. Such reviews may occur as deemed necessary by the Buyer and may be unannounced.

- 8. Service Rates.** The rates for services provided to a specific child by the Provider shall be set forth in the PSO for the child. The Provider may not increase the rate for any service described in a PSO during the term of the PSO unless the PSO provides for an automatic rate increase option, in which case the rate may only be increased in the initial month of the Buyer's fiscal year and must be agreed to in writing by the Buyer. The provider is required to have all services and rate information entered and up-to-date in the Service Fee Directory by the beginning of the contract year.

The Provider shall provide to the Buyer written notice of any planned rate increase (# days) prior to the initial month of the Buyer's next fiscal year. Such written notice shall contain the justification for the increase and shall be submitted in triplicate to the Buyer's Comprehensive Services Act Manager.

- 9. Medicaid.** The Provider shall file for Medicaid reimbursement for any Medicaid eligible services provided by the Provider to any Medicaid eligible child under the supervision or authority of the Buyer. The Provider shall be responsible for adhering to all Medicaid requirements, both service and fiscal. Any costs associated with improper management of Medicaid cases on the part of the provider shall be the sole responsibility of the Provider. The Provider shall provide the Buyer with documentation specifying the status of initial Medicaid approval within twenty-four (24) hours (one working day) of receipt of such by the Provider. All other documentation specific to Medicaid received by the Provider shall be provided in writing to the Buyer within forty-eight (48) hours (two working days) by the Provider. The Buyer shall not be responsible for payment of Medicaid eligible services that are denied by Medicaid for reasons attributable to fault of the Provider. (Local language can be added here to address appeals of Medicaid denials for services.)

OR

The Buyer shall 1) supply the Provider with the child's Medicaid number, if applicable; 2) include a Certificate of Need from FAPT within 30 days prior to placement that indicates necessity of placement for residential treatment or a signed FAPT Assessment indicating medical necessity

for treatment foster care placements within 10 days of admission to the program; 3) provide a complete copy of the DSM-IV diagnosis; 4) provide a completed CANS Assessment dated no more than 90 days prior to placement and every 90 days thereafter. Updated CANS Assessments should be given to the Provider in a timely manner for inclusion in the "Continued State Review" forms to DMAS prior to the expiration of the authorization period; and 5) provide a signed Reimbursement Rate Certificate for each child eligible for Medicaid reimbursement.

For Residential services Level A & B Community-based Residential Services: The Buyer shall submit to the Provider, within 10 days of admission to the program; 1) A Certificate of Need from FAPT within 30 days prior to the placement that indicates necessity of placement for residential treatment; 2) a CANS assessment completed within 30 days of admission to the program and every 90 days thereafter. Updated CANS should be given to the Provider in a timely manner for inclusion in the "Continued State Review" forms to DMAS prior to the expiration of the authorization period; and 3) a complete copy of the DSM-IV diagnosis.

For Residential services Level C: The Buyer shall submit to the Provider no more than 24 hours after admission to the program; 1) A Certificate of Need from FAPT completed within 30 days prior to placement that indicates necessity of placement for residential treatment; 2) a completed CANS dated within 90 days of placement and every 90 days thereafter. Updated CANS should be given to the Provider in a timely manner for inclusion in the "Continued State Review" forms to DMAS prior to the expiration of the authorization period; 3) a complete copy of the DSM-IV diagnosis; and 4) a signed Reimbursement Rate Certificate for each child eligible for Medicaid reimbursement.

10. **Billing.** The Provider shall bill the Buyer each month for all services rendered to a child pursuant to a PSO. The Provider shall bill the Buyer for any and all services provided within thirty (30) days of the date on which the service was provided. The Buyer agrees to mail payment for all correct invoices within forty-five (45) days of receipt of the invoice. In no case, shall the Buyer be obligated to pay for services rendered to a child when the Provider fails to submit an invoice to the Buyer for such services within forty-five (45) days of the date of the service.

The Provider's invoice shall list: the applicable services provided by funding source category as directed by the Buyer and shall specify the name of the child to whom each service was provided and the date of service. The amount billed for services shall be the amount agreed upon in the PSO authorizing services to the child to whom the service was provided. The Provider agrees to bill and the Buyer agrees to pay for only those services authorized by the PSO for a specific child.

The Provider shall bill the Buyer for the actual increments of service provided to the child as agreed upon by the buyer and the provider

In the event of an absence of a non-residential child for a previously scheduled service, the Buyer agrees to pay to the Provider the service rate agreed to in the PSO for the child for up to _____ such occurrences per Buyer's fiscal year.

The Buyer shall return incorrect invoices without payment to the Provider for correction within forty-five (45) days of receipt of the invoice.

Within fifteen (15) days of receipt of the returned invoice, the Provider shall correct any incorrect invoice and re-submit the corrected invoice to the Buyer for payment. If the Provider finds that the invoice is correct, the Provider shall forward a written explanation for the invoice with supporting documents to the Buyer within fifteen (15) days of receipt of the returned invoice. If the Provider's notification and supporting evidence are not received by the Buyer within the fifteen (15) day limit, then the Buyer shall not be obligated to make payment upon any disputed portion of the invoice. The Provider shall immediately notify the Buyer of any overpayment for services by the Buyer.

By signing this agreement, the Buyer and the Provider are in agreement that costs for services provided should be billed within thirty (30) days of the date on which the service was provided. The Buyer agrees to mail payment for all correct invoices within forty-five (45) days of receipt of the invoice.

11. Accounting and Record Keeping. The Provider shall maintain an accounting system and 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 Provider shall also collect and maintain fiscal and statistical data pursuant to the servicing of this Contract and any PSO for a child under the supervision or authority of the Buyer on forms designated by the Buyer.

The Provider agrees to retain all books, records, and other documents relative to this Contract and any PSO for a child under the supervision or authority of the Buyer for five (5) years after any final payment pursuant to this Contract and any PSO for a child under the supervision or

authority of the Buyer or as long as necessary for purposes of any unresolved state or federal audit. The Buyer, 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.

12. **Confidentiality.** Any information obtained by the Provider pursuant to this Contract concerning applicants, a child under the supervision or authority of the Buyer, or such child's family members shall be treated as confidential. Use or disclosure of such information by the Provider shall be limited to purposes directly connected with the Provider's responsibility for services under this Contract. 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.

13. **Reports:** Unless otherwise stipulated, the Provider shall submit to the Buyer written suggestions for the IEP or IFSP (also known as Treatment Plan, Plan of Care or Service Plan), as the case may be, within thirty (30) 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 mental retardation diagnoses, or delinquent behaviors for which the purchased services are intended to address, prognosis, short and long term goals, expected outcomes, and performance timeframes mutually agreed to between the Buyer and Provider when the services are purchased. Progress reports shall include progress or lack of progress of child on long and short term goals, services rendered by the provider, client's response to the services, any changes to goals or interventions and reasons thereof, any anticipated change to expected goals, interventions or outcomes, medications administered (if any), and any significant incidents affecting the child. If the Provider fails to provide any written treatment plan, progress report, or termination report in a timely manner, the Buyer may withhold payment of the Provider's invoices until such plan or report is received.

The Provider shall provide the case manager with a copy of any reports of annual physical and dental examinations and psychological or psychiatric examinations of the child/youth conducted while under the care of the Provider.

If requested by the Buyer, the Provider shall provide a monthly utilization report for each child. The Provider shall submit the monthly utilization report within five (5) days after the end of each calendar month.

Upon two weeks notice of a meeting of the FAPT for a child, the Provider shall ensure that a representative with personal knowledge of the progress of the child and authority to bind the Provider attends and participates in such meeting

14. **Serious Incident Reporting:** The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which is related to youth placed by the Buyer. 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 serious acts of aggression; sexual misconduct/assault; substance abuse; serious illnesses, (such as tuberculosis or meningitis), serious injury (accidental or otherwise); suicide attempt; unexplained absences; or other incidents which jeopardize the health, safety, or well being of the youth.

Within 24 hours of a serious incident, or by the next business day, the Provider shall report the incident by speaking to or leaving a message for the case manager of the placing agency of each youth involved. Within 48 hours of the serious incident, the Provider shall complete and submit to the case manager of the placing agency for each youth involved a written report.

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 and time of serious incident; date of the report; child/youth's name, age, gender, ethnicity; placing agency name; placing agency case manager' 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 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 should be completed and submitted for each child/youth involved and placed by the Buyer. The provider is responsible for ensuring the confidentiality of the parties involved in the incident.

In the event the case manager of the placing agency determines that a serious incident has occurred, the case manager will notify the Provider of the allegation. The provider shall within 48 hours of the case manager's notification complete and submit a written report as provided, supra.

15. **Transportation to Court.** The Provider agrees to transport a child in the care of the Provider to all scheduled court hearings and to ensure the child's timely arrival at such hearings unless exigent circumstances exist that prevent the Provider from providing such transportation. The Buyer agrees to provide the Provider with notice of a scheduled court date at least _____ business days prior to such date. The Provider agrees to notify the Buyer at least _____ business days prior to a scheduled court date of any inability on the Provider's part to transport a child to a scheduled court hearing.

The Provider further agrees that a shortage of staff does not constitute exigent circumstances for purposes of this Contract. The Provider agrees to bill the Buyer for costs of transportation in accordance with the Billing provisions agreed to in this Contract.

16. **Grievances.** In the event that a child under the supervision or authority of the Buyer submits a complaint to the Buyer concerning the Provider, the Provider shall promptly provide all verbal or written information or documents within its control relevant to such complaint to the Buyer upon a request by the Buyer for such information.

17. **Subcontracts.** The Provider shall not enter into any subcontract for any of the services approved under this Contract without obtaining the prior written approval of the Buyer. Subcontractors shall be subject to all of the provisions, requirements, and conditions of this Contract and any PSO signed pursuant to this Contract. The Provider shall be solely responsible for the performance of any of its subcontractors.

18. **Not Employees.** The Provider's performance under this Contract is as an independent contractor, and neither the Provider nor its employees, assignees or subcontractors shall be deemed employees of the Buyer while performing under this Contract.

19. **Insurance.** The Provider shall at its sole expense obtain and maintain during the term of this Contract the insurance policies listed and required herein, naming the Buyer as an additional insured, and shall furnish the Buyer with a certificate of insurance prior to commencing work upon any PSO signed pursuant to this Contract. Any required insurance policies must be effective prior to the provision of any services or performance by the Provider under this contract and such policies cannot be cancelled without ninety days written notice to the Buyer.

The following insurance is 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 the Provider's performance under this Contract. The minimum limits of liability for this coverage shall be \$1,000,000.00 combined single limit for any one occurrence.

- B. Contractual liability broad form insurance shall include the indemnification obligation set forth in this contract.

- C. Workers' compensation insurance covering Provider's statutory obligations under the laws of the Commonwealth of Virginia and employers liability insurance shall be maintained for all its

employees engaged in work under this contract. 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 Workers' compensation coverage, the Provider's insurance company shall waive rights of subrogation against the Buyer, its officer, employees, agents, volunteers and representatives.

- D. Automobile liability insurance shall be at least \$1,000,000.00 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this contract.

- E. Professional liability insurance with a minimum of liability of \$2,000,000.00.

The insurance coverage in amounts set forth in this Section may be met by an umbrella liability policy following the form of the underlying primary coverage and the minimum amounts as listed above. Should an umbrella liability coverage policy be used to satisfy the requirements of this section, such coverage shall be accompanied by a certificate of endorsement stating that the policy applies to all of the above types of insurance.

- 20. **Indemnity.** The Provider shall indemnify, defend and hold harmless (agency) its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses including court costs and reasonable attorneys' fees arising from any material default or breach by the Provider of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Provider, its officers, agents employees and subcontractors.

21. **Force Majeure.** Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to acts of God, flood, severe weather, fire, epidemic, strikes, the public enemy, legal acts of public authorities or delays or defaults of public carriers, which cannot reasonably be forecast or provided against.

22. **Miscellaneous.**

- A. **Additional Provisions.** Any document referred to in this Contract but not attached hereto is hereby incorporated in this Contract by reference
- B. **Merger.** This Contract, including all documents incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the Provider and the Buyer regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the Provider and the Buyer regarding this Contract's subject matter shall be of any effect.
- C. **Modification.** This Contract shall not be amended, modified, or otherwise changed except by the written consent of the Provider and the Buyer given in the same manner and form as the original signing of this Contract.
- D. **Order of Precedence.** Where there exists any inconsistency between the provisions of this Contract and the provisions other documents that have been incorporated into this Contract by reference or otherwise, the provisions of this Contract shall control.

Signatures:

Name and Title

Provider

Date

Name and Title

Buyer

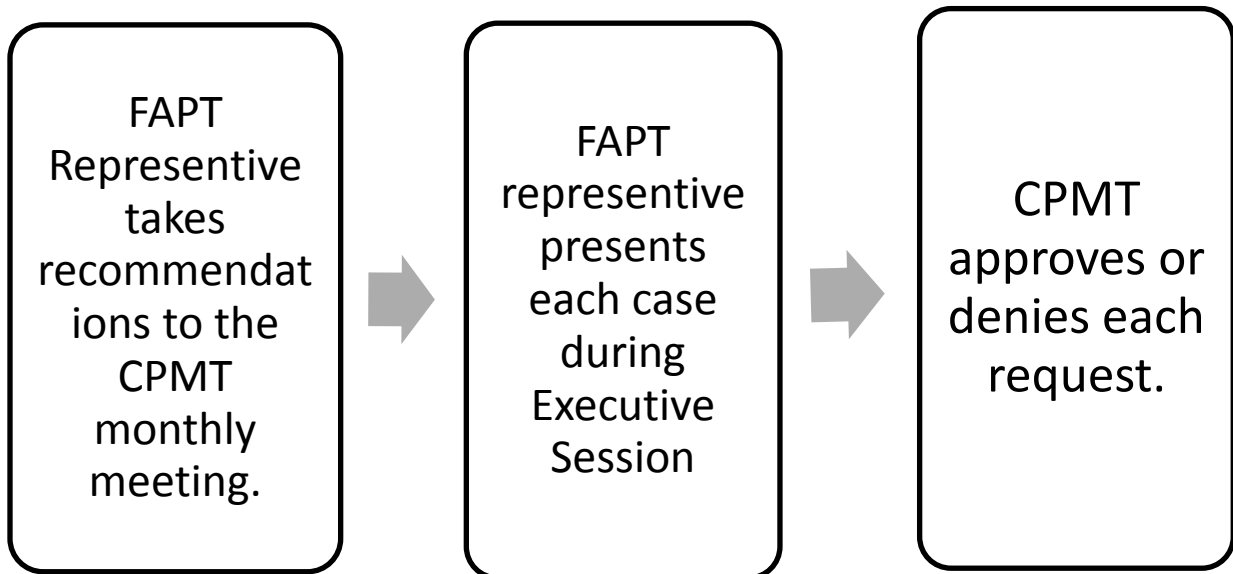
Date

Name and Title

Buyer

Date

APPENDIX S



APPENDIX T

INSERT REIMBURSEMENT REQUEST FLOWCHART

APPENDIX U

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).

A. Utilization Management & Review – File Review Procedure

Purpose: To establish a procedure in which the FAPT Team 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.

The CSA Coordinator will obtain a file with the UR/UM reviews.

APPENDIX V

CODE OF ETHICS GRAYSON COUNTY CPMT GRAYSON COUNTY FAPT

MEMBERS OF THE GRAYSON COUNTY COMMUNITY POLICY MANAGEMENT TEAM AND GRAYSON COUNTY FAMILY ASSESSMENT PLANNING TEAM SHALL SERVE THE PUBLIC INTEREST BY MAKING SERVICE RECOMMENDATIONS AND FUNDING DECISIONS TO PROMOTE CHILD WELFARE IN GRAYSON COUNTY. FAPT AND CPMT MEMBERS SHALL ETHICALLY SERVE AS 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 IN GRAYSON COUNTY.

1. Members shall avoid impropriety and the appearance of impropriety.
2. Members shall discharge their duties and responsibilities without favor or prejudice toward any person or group. Members shall not allow personal or business relationships to have impact upon their conduct or decisions in connection with the Grayson County

CPMT or FAPT and shall not lend their influence towards personal gain or the personal gain of family, friends, or business associates.

3. Members shall not accept or solicit a gift, loan, payment, favor, service, promise of employment, business contract, meal, transportation, or anything else of value, if such thing is given with the understanding or possibility that it will influence the official action of the member during CPMT or FAPT proceedings. The same standard shall apply to a gift, loan, favor, etc. for the spouse, child, or any relative or business partner of the member.
4. Members should refrain from participating in any official action in which their impartiality may be reasonably questioned. A member whose personal relationship with a person or entity that is subject to action by the Grayson County FAPT or CPMT shall not participate in official action by the FAPT or CPMT regarding that case.
5. Members shall remain vigilant against deviations from Grayson County CPMT's by-laws and local and state policy.

Print Name: _____

Date: _____

Signature: _____