FREDERICK COUNTY CPMT AGENDA

June 24, 2024
1:00 PM
107 N Kent St
Winchester, VA
1st Floor Conference Room

I. Introductions
II. Adoption of Agenda
III. Consent Agenda
   A. May Minutes
   B. Budget Request Forms
IV. Executive Session
   A. Vendor Inquiry/Questionable Practices Update
   B. Cases for discussion/Documentation
V. Committee Member Announcements
VI. CSA Office
   A. CSA Committee Vacancy Updates
   B. May Financial Statement
VII. Old Business
   A. FAPT Structure Policy Status Updates as needed
VIII. New Business
   A. FAPT Private Provider Representative Nomination
   B. FY25 Contract Approval and Rate Increase
   C. NOIDP 4.3
   D. NOIDP 4.5.2
IX. Informational Items
   A. Parent Child Safety Placement Program
   B. DSS Broadcast Kinship Support Funds
   C. FY24 CSA Service Gap Survey
X. Assigned Tasks
   A. TBD
XI. Upcoming Meetings
   - CPMT- June 24, 2024, 1:00-3:00pm, 1st Floor Conference Room
XII. Adjourn

**Instructions for Closed Session:

- Motion to convene in Executive Session pursuant to 2.2-3711(A)(4) and (16), and in accordance with the provisions of 2.2-5210 of the Code of Virginia for proceedings to consider the appropriate provision of services and funding for a particular child or family or both who have been referred to the Family Assessment and Planning Team and the Child & Family Team Meeting process, and whose case is being assessed by this team or reviewed by the Community Management and Policy Team
- Motion to return to open session-
- Certification that to the best of each member's knowledge, (1) only public business matters lawfully exempted from open meeting requirements, and (2) only such public business matters were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the closed meeting.
- Roll Call Affirmation
- Motion to Approve cases discussed in Executive Session

CPMT Meeting Minutes: May 20, 2024

The Community Policy and Management Team (CPMT) met in the 1st Floor Conference Room at 107 N Kent St, Winchester, VA 22601, on May 20, 2024, at 1:00 pm.

The following members were present:

- Leea Shirley, Lord Fairfax Health District
- Denise Acker, Northwestern Community Services Board
- Jay Tibbs, Frederick County Administration
- David Alley, Private Provider Representative, Grafton Integrated Health Network
- Dr. Michele Sandy, Frederick County Public Schools
- Tamara Green, Frederick County Department of Social Services

The following members were not present:

- Jerry Stollings, 26th District Juvenile Court Service Unit

The following non-members were present:

- Jacquelynn Jury, CSA Coordinator
- Katherine Webster, UR/CQI Specialist

Call to Order: Dr. Michele Sandy called the meeting to order at 1:00 pm.

I. Introductions

II. Adoption of Agenda

A. Leea Shirley made a motion to adopt the May agenda; Jay Tibbs seconded. CPMT approved.

III. Consent Agenda- The following items were included in the Consent Agenda for CPMT's approval:

A. April 22, 2024 - CPMT Minutes. David Alley motioned to approve the April minutes; Leea Shirley seconded. CPMT approved.

B. Budget Request Forms- Confidential Under HIPAA. Denise Acker made a motion to approve the Budget Request Forms; Tamara Green seconded. CPMT approved. Private Provider Representative abstained from voting on funding for youth receiving services provided by their respective agency or where there may appear to be a personal financial gain from the provision of services.

IV. Executive Session

A. Adoption to Convene to Executive Session- Leea Shirley made a motion to go into Closed Executive Session to discuss cases confidential by law as permitted by Section §2.2-3711 (A) (4) and (16), and in accordance with the provisions of 2.2-5210 of the Code of Virginia. Denise Acker seconded. CPMT approved.

B. Adoption of Motion to Come Out of Executive Session- Jay Tibbs made a motion to come out of Closed Session and reconvene in Open Session, David Alley seconded; CPMT approved.

C. Roll Call Certification of Executive Session- Certify to the best of each Frederick County CPMT member's knowledge (1) the only public business matters lawfully exempted from open meeting requirements and (2) only such public business matters were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the closed meeting.

- Dr. Michele Sandy Aye
- Tamara Greene Aye
- David Alley Aye
- Denise Acker Aye
- Jay Tibbs Aye
- Leea Shirley Aye

D. Adoption of Motion to Approve Items Discussed in Executive Session

- CPMT directed CSA staff to proceed per CPMT direction on the items discussed in executive session.

V. Committee Member Announcements

A. Dr. Michele Sandy announced her retirement from the FCPS, effective 6/18/24. Her replacement is unknown. She also noted that there are multiple higher-level staff leaving FCPS.

B. Denise Acker announced that the new NWCSB director has started and is in the process of meeting key staff.

VI. CSA Office Business

A. CSA Committee Vacancy Updates- Jacquelynn Jury announced a potential Private Provider Rep for FAPT. Sean Hillary will interview with the FAPT members on 5/28/24. The Parent Rep positions for FAPT and CPMT are still vacant, and no interest has been expressed at this time.

B. April 2024 Financial Statement-

a) Total Net Expenditures as of March 2024- $2,784,315.39 or 69% of the allocation. Encumbered for future spending is $1,414,326.34.
b) Wrap Allocation is $330,409.00.
c) Youth Served as of end of March 2024 is 126
(1) 87 in Community Based Services
(2) 26 in TFC
(3) 13 in Congregate Care
(4) 18 in Private Day School
d) Jacquelynn Jury informed CPMT that we have used $4,372.50 or 10% of non-mandated funds at this time and $29,133.00 is encumbered.
e) Jacquelynn Jury informed CPMT that Frederick County has $72,483.75 encumbered for SpEd WrapAround funds.

C. Vendor Contracts- Jacquelynn Jury announced she is still revising FY25 contracts, as well as adding information as suggested by the county attorney. Once complete, she will electronically send to CPMT to review the drafts.

D. OCS Proposed Procedure Change- Jacquelynn Jury updated the CPMT on potential changes to the process of requesting a supplemental allocation. She will send links to the informational sessions being held by OCS if members express interest.

VII. Old Business

A. FAPT Structure Policy Status Update-

1. Jacquelynn Jury shared ongoing concerns about FAPT documentation and case managers coordination with outside parties that are invited to join the FAPT meeting. Often, case managers state that they do not know who will be joining the FAPT meeting for their case, which leads to wasted time and confusion with the agenda flow. CPMT agreed to address the issue with their respective case managers.

2. Jacquelynn Jury shared concerns that the case manager's presentation during the FAPT meeting has not changed since the new expectations were implemented. Case managers are not providing information about any specific directions from the previous FAPT meeting (i.e., outstanding questions, service reductions, etc.). There also continues to be discrepancies between the case manager's written documentation and their verbal reports in FAPT.

3. Jacquelynn Jury noted that there have been instances where CANS assessments were not completed prior to the IFSP completion, thereby misaligning the documentation. The CSA office also expressed concerns about specific case managers who continue to submit FAPT paperwork that is incomplete or shows careless completion of the task. CPMT directed the CSA office to continue to review the issues with respective agency supervisors, and alert respective agency CPMT members when a case is to come off the schedule for documentation non-compliance.

B. Policy Clarification re: Child Care Subsidy Utilization- Jacquelynn Jury shared email exchanges with OCS staff that reviews policy and guidance around the use of alternative funding streams prior to CSA funds. Tamara Green inquired about CSA funding for an individual who may qualify for child care subsidy, but there are no providers available. Jacquelynn Jury responded that in that case, CSA funding would be appropriate and authorized. Tamara Green also raised the issue of co-payments being issues to "safe caretakers". Jacquelynn Jury noted that the local policy on co-payments is under revision and the issue will be considered when the policy is finalized.

VIII. New Business

A. Tamara Green requested clarification on the requirements of local agencies performing discharge CANS assessments on youth who transfer between localities. Jacquelynn Jury described the ongoing conversations she is having with OCS about this issue and how it might affect Frederick County's local policy on case transfers to another locality. Jacquelynn Jury will continue to discuss the issue with OCS and inform CPMT of the results of those conversations.

B. Tamara Green requested clarification on local policy regarding parental agreement placements. Jacquelynn Jury and Katherine Webster described the local policy regarding parental agreements and why the policy was enacted. Tamara Green described a recent situation where a youth was placed into foster care by Judge Kellas and testimony regarding the local policy was provided by Katherine Webster at the hearing. CPMT discussed alternative scenarios that may have prevented the foster care placement which included requesting a short break during the court hearing to contact necessary parties to obtain definitive answers to items in question.

C. CPMT Private Provider Rep Reappointment- Dr. Michele Sandy motioned to nominate David Alley, from Grafton Integrated Health Network to the position of Private Provider Representative. Leea Shirley seconded, CPMT approved. David Alley's appointment to the 2 year term must be approved by the Frederick County Board of Supervisors. Jacquelynn Jury will submit a letter for the next Frederick County Board of Supervisors meeting alerting them of CPMT's nomination.

D. OCS Admin Memo #24-03- Jacquelynn Jury reviewed information provided by OCS regarding a simplified process of reporting an error in the Medicaid report, by completing a form in the Medicaid section of the Local Government Reporting portal on the OCS website.

IX. Informational Items

A. A joint CPMT/FAPT is scheduled for June 11, 2024 from 12:30 – 1:30pm, to be held in the Public Works/Building Inspections/CSA conference room.

B. CPMT confirmed their meeting schedule for the remainder of 2024 as follows:

June 24, 2024
FY25
July 22, 2024
August 26, 2024
September 23, 2024
October 28, 2024
November 25, 2024
December 16, 2024

X. Assigned Tasks

- Jacquelynn Jury will email CPMT members electronic copies of FY25 contract drafts for review.
- Jacquelynn Jury will continue to research items discussed in executive session.
- Jacquelynn Jury will continue to communication with OCS regarding the CANS issues raised.

XI. Next CPMT Meeting

- June 24, 2024, 1:00-3:00pm, 1st Floor Conference Room

XII. Adjourn at 2:33 pm: David Alley made a motion to adjourn the meeting, Dr. Michele Sandy seconded. CPMT agreed.

Minutes Completed By: Katherine Webster

COUNTY of FREDERICK

Office of the County Administrator

540/665-6382
Fax: 540/667-0370

June 13, 2024

David S. Alley
105 Richards Avenue
Winchester, VA 22601

Dear Mr. Alley:

Your current term on the Community Policy and Management Team (CPMT) will expire June 30, 2024. The Frederick County Board of Supervisors, at their meeting on June 12, 2024, reappointed you to serve on the Community Policy and Management Team as a private provider representative for a two-year term. Your new term will commence July 1, 2024 and expire June 30, 2026.

In your current role as a member of the Community Policy and Management Team, you are familiar with the Virginia Freedom of Information Act, the Virginia Public Records Act, and the State and Local Government Conflict of Interests Act. ***Note: Reappointment to the CPMT requires submission of an updated Statement of Economic Interests to the Deputy Clerk. Please send me an email request and I will send you the fillable form (ann.phillips@fcva.us). If you would like a copy of your previous filing for reference, please let me know.***

For further information, a copy of a guide containing these acts is available at https://www.vml.org/publications/local-officials-resources-series/ and a hard copy is enclosed.

On behalf of the Board of Supervisors, I would like to thank you for continuing to serve on the Community Policy and Management Team. Your time and efforts are greatly appreciated.

Sincerely,

Ann W. Phillips
Deputy Clerk, Board of Supervisors

AWP/tjp

Enclosure

cc: Jackie Jury, MS, LPC, CSA Coordinator

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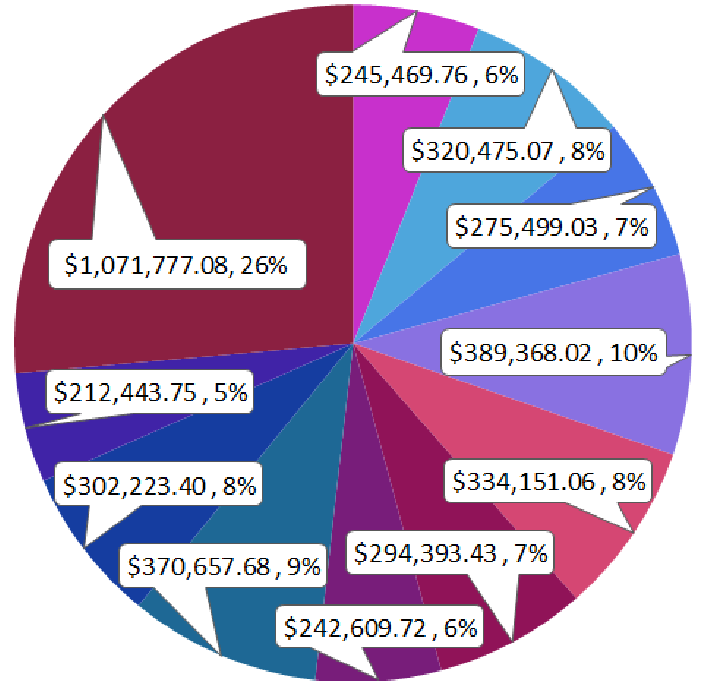
Frederick County CSA Financial Update: May 2024

of Reports Submitted: 10



Year to Date Spending

Total Net Expenditures: 74%
$2,987,290.92

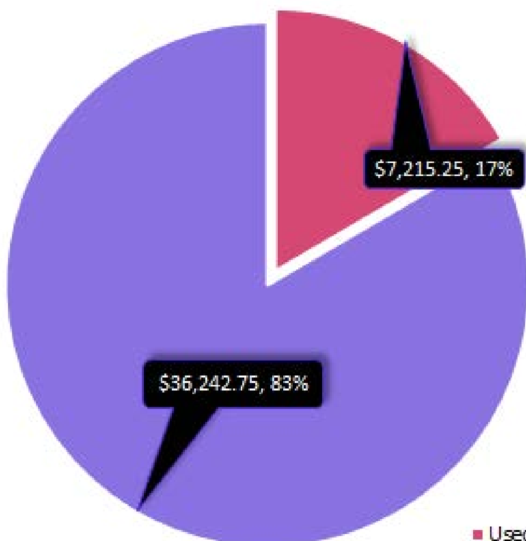
Sum-Sufficient Encumbered: $

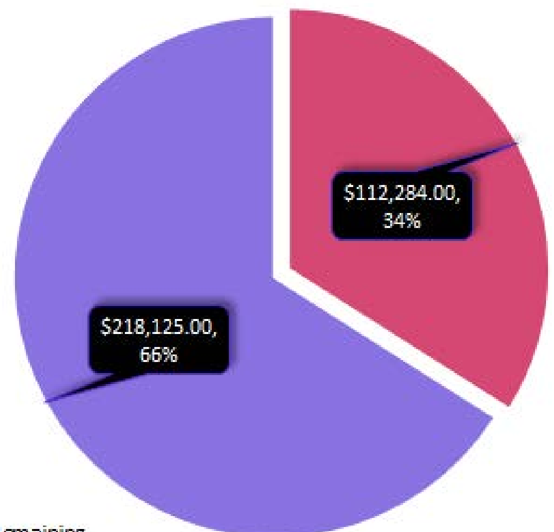
Wrap Allocation:
$330,409.00

Protected State Share Allocation: $34,011

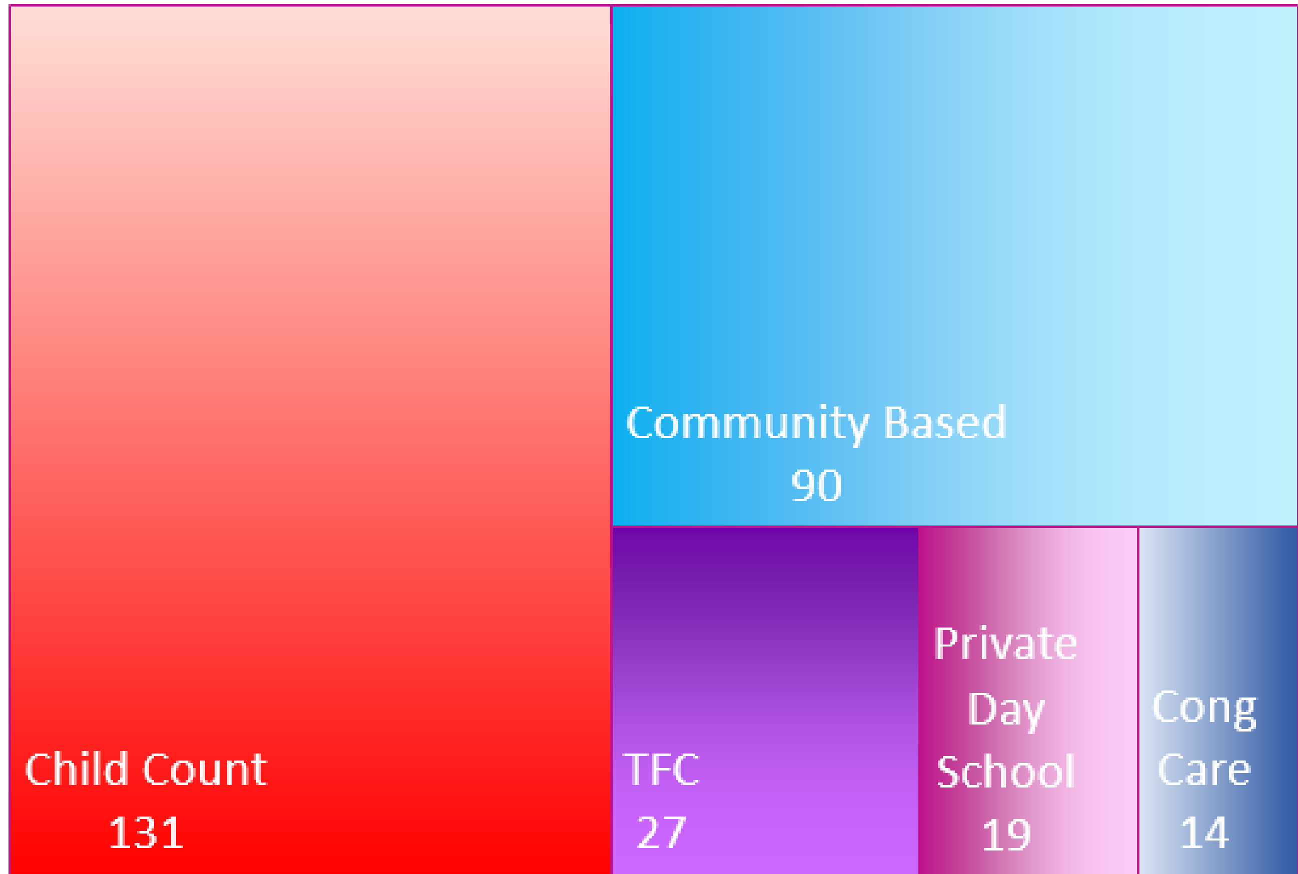
Protected Encumbered $

SpEd Wrap Encumbered $



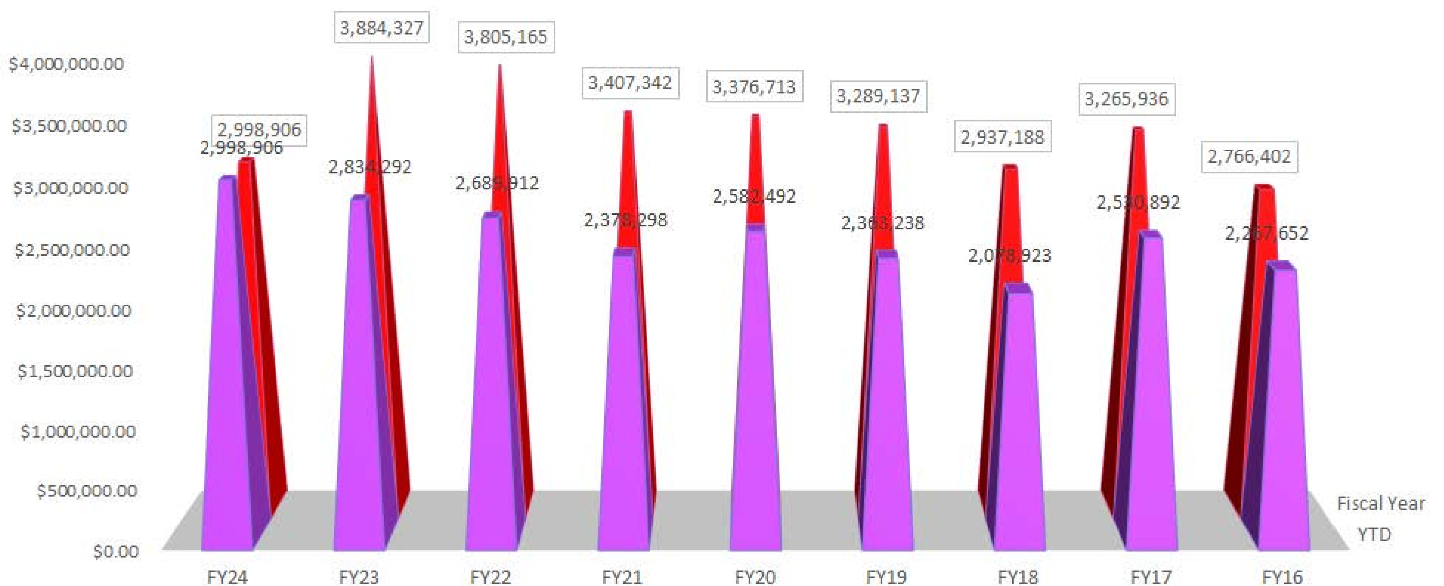


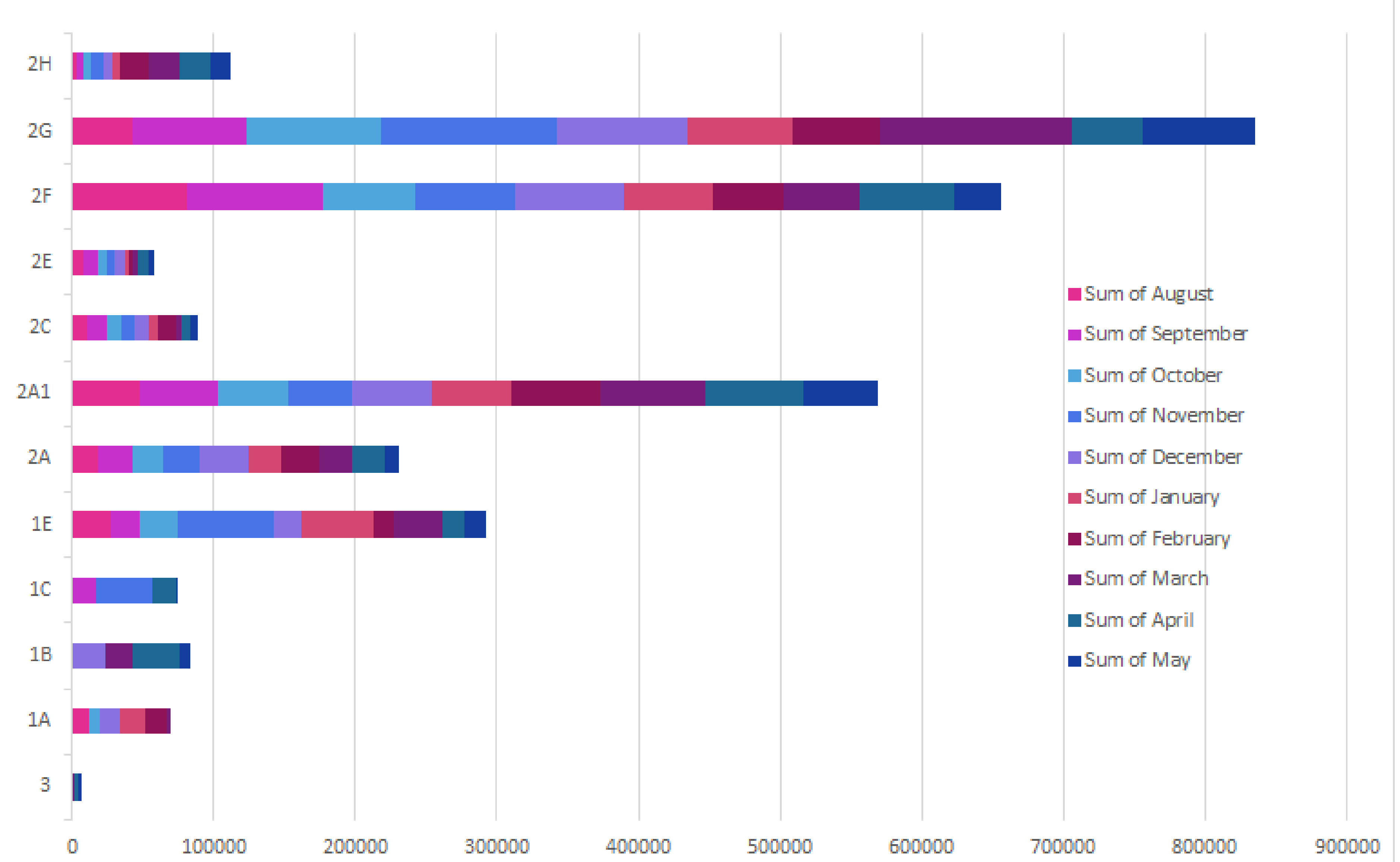
Placement Environment



Unduplicated: Child Count, Congregate Care, Therapeutic Foster Care, Community Based Services
*Possible duplication of Private Day School students with youth in Congregate Care

Expenditure Trends





Primary Mandate Types (PMT):

1A- IV-E Congregate Care
1B- Non IV-E Congregate Care
1C- Parental Agreement Congregate Care
*PMTs from 1A-1C do not include Daily Education payment of congregate care placements

1E- Residential Education
*Includes all services for RTC IEP and Education only for all other RTC placements

2A- IV-E Treatment Foster Home
2A1- Non IV-E Treatment Foster Home
2A2- Parental Agreement Treatment Foster Home

2C- IV-E Community Based Services
*Only for youth placed in CFW Foster Homes

2E- Maintenance and Other Services
*Only Basic Maintenance and Daycare for youth in Foster Care

2F- Non IV-E Community Based Services
*Includes Daycare for youth not in Foster Care or IV-E CBS for youth placed in TFC or Cong Care

2G- Private Day School

2H- Special Education Wrap Around Services

3- Protected Funds
*NonMandated

3363 Shawnee Dr. Suite 1 · Winchester, VA 22602 · Phone: 540.535.0043 · Fax: 540.535.0011 · www.fpscorp.com

Jackie Jury
Frederick County CSA Office
107 North Kent Street
Suite 200
Winchester, VA 22601
Phone: 540-722-8395
Fax: 540-678-0682

Dear Jackie,

I have an interest in being the private provider representative for the Frederick County Family Assessment and Planning Team. As you know I served on the Loudoun County FAPT for 5 years from 2007-2012. I have over 28 years of experience in the mental health/developmental disabilities field. I have been working at Family Preservation Services since March of 2003 as an in-home counselor, mentor, Reconnecting Youth program coordinator, Behavior specialist, behavior technician and currently a Licensed Behavior Analyst within our ABA program since October of 2016 (BCBA since August of 2016).

I believe I could be a valuable asset to the Frederick County FAPT. Please consider me for this appointment.

Thank you,

C. Sean Hilleary, MSW, PBSF, BCBA, LBA

C. Sean Hilleary, MSW, PBSF, BCBA, LBA

ABA Program Manager

Family Preservation Services
3363 Shawnee Drive, Ste. 1
Winchester, VA 22602
540-535-0043 (office)
540-535-0011 (fax)
540-303-6946 (cell)

3363 Shawnee Dr. Suite 1 · Winchester, VA 22602 · Phone: 540.535.0043 · Fax: 540.535.0011 · www.fpscorp.com

CHRISTOPHER SEAN HILLEARY
MSW, PBSF, BCBA, LBA
441 Royal Street, Winchester, Virginia 22601
PHONE (540) 303-6946 (Cell)
seanhillvt@gmail.com

WORK EXPERIENCE:

3/2003 – Present Family Preservation Services, Inc. Winchester, VA

Licensed Behavior Analyst, Qualified Mental Health Professional, Coordinator of Behavioral Treatment Services (ABA Therapy) program, Positive Behavioral Support Facilitator, Safety Care Trainer, First Aid/CPR/AED trainer, Behavior Analyst Technician, Therapeutic Mentor, In-Home Services Counselor, Regional Coordinator – Loudoun County, VA, Reconnecting Youth Coordinator, Mentor Supervisor, CIT trainer

A. Assisted in the development of ABA program within our agency, through funding from EPSDT (Early and Periodic Screening Diagnostic and Treatment) funds (VA Medicaid) as well as local CSA (Comprehensive Services Act) funds, for children and their families diagnosed with Autism, Mental Retardation, Down Syndrome and Traumatic Brain Injury, since the program's inception in 2009. Have also started to accept insurances.
B. Complete initial and continued stay service request authorizations for MCOs for client services.
C. Keep up to date on all licensure requirements for LBA position, Medicaid regulations for ABA program, requirements to maintain BCBA certification with the BACB (Behavior Analytic Certification Board), supervision requirements for field experience for BCBA candidates, Registered Behavior Technicians (RBTs).
D. Currently Coordinator for Applied Behavior Analysis Program (former BTS (Behavior Treatment Service) program) , supervising staff, coordinating care, assessing children and families, development of ISP objectives, behavior plans, functional assessments with family and staff input, supervise RBT's, BTs and supervise individuals pursuing BCBA certification.
E. Conduct Functional Behavioral Assessments with input from clients (when possible), families, teachers and other members of treatment team.
F. Develop and implement Positive Behavior Support Plans and Behavior Intervention Plans with treatment team input.
G. Facilitate team meetings, when appropriate.
H. Teach/train staff process of conducting FBAs and PBS plans, principles of behavior, principles of Applied Behavior Analysis, functions of behavior, behavioral interventions.
I. Train staff in use of Safety Care by QBS, Inc. for crisis prevention and intervention strategies (currently version 7).
J. Teach/train families/treatment teams on implementation of PBS plans and data collection.
K. Provide intensive individual and family sessions in the client's home for client's with various DSM-V diagnoses, including but not limited to: ODD, ADHD, Autism Spectrum Disorders, Intellectual Disabilities, Angelman Syndrome, Sexual Abuse Victims, Victims of Physical Abuse/Neglect, PTSD, RADS, Substance Abuse, Conduct Disorder, Depression, and Bi-Polar Disorder.
L. Provide therapeutic mentoring services in the home, community and academic settings with the client, teachers and the family to increase daily living skills, communication skills, social skills and community independence skills.
M. Maintain and monitor a case record to include SGIRPP notes, monthly case reviews/ISP updates and/or 90-day reviews for Medicaid cases, CAFAS (Child and Family Assessment Scale) scores and assessments, CANS (Child and Adolescent Needs and Strengths) assessments (no longer used); ISP plans, objectives, and goals.
N. Provide crisis intervention with client and family during escalated situations.
O. On-call responsibility 24 hours per day, 7 days per week.
P. Provide individual and family counseling in the home environment with clients and family members to increase family dynamics as well as increase anger management skills with clients.
Q. Facilitated and Coordinated services for Reconnecting Youth program through Loudoun County Juvenile Court Services Unit from November 2003 through December 2007 to include group bonding day long exercises, classroom curriculum, individual activity sessions, budgeting for activities and classroom expenses and completion of mid-term and completion progress reports to Loudoun County Court Services Unit.
R. Coordinate therapeutic mentoring, in home counseling, Reconnecting Youth and intensive in home services in Loudoun County Region.

S. Development and implementation of behavioral treatment plans to in homes, schools and community settings for children with Autism, Asperger's Syndrome, Oppositional Defiant Disorder, Bi-Polar Disorder, Fetal Alcohol Syndrome, Down Syndrome, Reactive Attachment Disorder and Intellectual Disabilities (as well as many other diagnoses).
T. Supervise therapeutic mentors and behavior aides to ensure quality of service delivery, paperwork completion, assist in treatment development/implementation and provide support to mentors and BAs.
U. Review all in home services, mentoring, intensive in home services and Behavioral treatment services SGIRPP progress notes to ensure that they meet standards set by Medicaid for compliance and to ensure quality service delivery to clients and their families.
V. Provide case management and care coordination services to clients and families to coordinate services, monitor behaviors/services, assess treatment needs/progress/setbacks and link clients/families to community resources.

10/2000 – 3/2003 Frederick County Department of Social Services Winchester, VA
Child Protective Services Worker

A. Investigate allegations of physical abuse and neglect of children as well as allegations of sexual abuse, mental neglect, and medical neglect.
B. Ensure that children are safe in their home environment and recommend any community resources that the may be needed by the family.
C. Maintain and monitor a case record to include, narrative of this worker's involvement with the family, services recommended, any written correspondence with the family, and any oral or written correspondence with outside community resources.
D. Assess the child's safety with an Initial Safety Assessment, Child Risk Assessment, Family Needs Assessment and any services the family may need.
E. Participate in any court proceedings that said investigations or family assessments may require.
F. Coordinate with outside agencies, community resources and intradepartmental resources to determine and develop service plans for families.
G. Remove children from their family, if child is deemed unsafe in current environment, and coordinate a foster care placement with members of the team (foster care workers, law enforcement, community resources and other CPS workers) to ensure the safety of the child.
H. Provide case management for above said investigations, children that come into foster care, and family services cases/protective orders.
I. Knowledge and application of VA State Child Protective Services policies.

1/1995-10/2000 Grafton School, Inc. Berryville, VA and Winchester, VA
Community Facilitator/Residential Instructor/Shift Supervisor's Office Substitute

A. Develop goals and objectives for consumer service plans as well as behavioral treatment plans for consumers with DSM-IV diagnoses of Autism Spectrum Disorders, Mental Retardation, Oppositional Defiant Disorder, Pervasive Developmental Disorders, Emotionally Disturbed Learning Disabled, Conduct Disorders, Schizophrenia, as well as consumers with other diagnoses in the DSM-IV.
B. Assist consumer in planning and participation of academic and residential based behaviors.
C. Implement individual and family crisis management intervention strategies with above said consumers and their families.
D. Provide informal training to co-workers and in-home training to several in-community clients and their families.
E. Responsible for reporting and documentation of allegations of consumer neglect or abuse. Also reports and supervised the documentation of any consumer suicidal statements, gestures or attempts.
F. Participate, as a member of client treatment teams to discuss client's needs, issues, progress, IEP/CSP modifications, behavior plans, etc.
G. Collect and document a variety of data pertaining to consumer activities, accomplishments, and behavioral responses such as daily logs and consequence records to document the consumer's progress. Also documented information needed to fulfill Medicaid Waiver, ID Waiver, DD waiver requirements.
H. Preparation of quarterly reports.
I. Aid in the development of daily, weekly and monthly activity schedules along with input from the team, parents, and the consumers themselves.

OTHER RELATED EXPERIENCE:

- Information regarding employment prior to 1995 is available upon request.
- Participation in FAPT (Family Assessment Planning Team) meetings. Sit on Loudoun County Family Assessment and Planning Team two Fridays of every month from October 2007 to January 2012.
- Attended Commonwealth Autism Services Annual Conferences in Richmond, Virginia annually from 2005-2018. Set up vendor table at conference from 2008-2017 to market agency and services to families.
- Successfully completed Positive Behavior Support Training (class section) on December 13, 2007.
- ** Received Positive Behavior Support Facilitator Endorsement from the State of Virginia through the Partnership for People with Disabilities, who is affiliated with Virginia Commonwealth University, in February 2009 and currently remain and endorsed Positive Behavior Support Facilitator.
- Numerous trainings/Conferences in all Child Protective Services related issues including Eastern Regional Prevent Child Abuse Convention in Birmingham, Alabama in 2001 and various DJJ conferences locally, statewide and nationally.
- Attended numerous workshops pertaining to Autism/Asperger's Syndrome while at Grafton and Family Preservation Services.
- Attendance at least three VARC conventions in Virginia Beach, Virginia while employed at Grafton School
- Member of the annual Concern Hotline Fish Fry Committee for the past 20 years. Co-Chair of the "Fish Crew" Committee for the 18 of 20 years.
- Nominated and elected to the Board of Directors of the Concern Hotline (Suicide Prevention/Crisis intervention hotline) in Winchester, Virginia in August, 2008. Vice President of Concern Hotline Board of Directors from January 2010 to November 2012.
  - Rejoined Concern Board of Directors in 2017. Re-elected as Vice President in late 2017 and President of the Board of Directors again in 2018 to present.
- Completed WVU generalist placement internship at CLEAN, Inc. in September 2011. Focus during internship was on strengthening and overseeing current community service program for youth who are court ordered to serve community service through the juvenile court unit.
- Completed WVU advanced placement internship at Bridging the GAPS in Winchester, VA, which is a residential substance abuse treatment facility in April of 2013.
- Joined Virginia Youth Ballet Board of Directors in fall of 2016, currently Vice President of VYB Board of Directors.

EDUCATION:

August 2013-March 2015 Florida Institute of Technology Melbourne, FL
BCBA coursework to pursue BCBA
****Passed BCBA exam in August of 2016. Became Licensed in December of 2016.****

Aug. 2010-May 2013 West Virginia University Martinsburg, WV
***Masters of Social* Work**

1995-1996 Virginia Polytechnic Institute and State University Blacksburg, VA
BS Psychology

1994-1995 Shepherd College Shepherdstown, WV
Transfer to VPI

1991-1994 Lord Fairfax Community College Middletown, VA
Associate in Liberal Arts

INTERESTS:

A. Sports: Soccer, Football, Basketball, Baseball, and Golf
B. Reading, Learning, Computers, Cooking, Spending times with friends and family, Crossword Puzzles and video gaming.

REFERENCES: Available upon request

Frederick County, VA Children's Services Act
COMMUNITY POLICY & MANAGEMENT TEAM
FY25 AGREEMENT FOR PURCHASE OF SERVICES

This Agreement is entered into by and between the Frederick County Community Policy and Management Team (CPMT), hereinafter referred to as the "Buyer" and Click or tap here to enter text., hereinafter referred to as the "Provider". It is understood that this entire Agreement for Purchase of Services, hereinafter referred to as the "Agreement," contains General Terms and Conditions which are to be adhered to by all parties, as well as Specific Terms and Conditions of the Addendum, if any, applicable to the services to be provided by the Provider, and a Rate Sheet. Where there exists any inconsistency between the General Terms and Conditions of the Agreement and the terms of the Addendum, if any, the provisions of the Addendum will control.

Whereas the Buyer is responsible for providing services purchased hereunder pursuant to Title §2.2-5200 through §2.2-5214 of the Code of Virginia

Whereas the Provider has established itself as a qualified provider of the services purchased hereunder and meets all applicable state and federal standards relative to those services:

NOW THEREFORE, the parties hereto do mutually agree as follows:

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

2. CHOICE OF LAW AND FORUM. This Agreement 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 Agreement shall be brought only in the federal or state courts for Frederick County. The Provider accepts the personal jurisdiction of any court in which an action is brought pursuant to this Agreement 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 Agreement, 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 Agreement 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 Agreement 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 Agreement 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 Agreement did not contain the particular part, term or provision held to be invalid.

D. *Captions.* This Agreement 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 Agreement.

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

4. OTHER AGREEMENTS:

A. Any documents expressly referred to in this Agreement but not attached hereto, including among others, the Individual Family Service Plan (IFSP) and the Individualized Education Program (IEP), are incorporated by reference as part of this Agreement.

B. In the event any provision of the Agreement for Purchase of Services and service specific Addenda is inconsistent with the placement agreement of the Provider the provisions of the Agreement for Purchase of Services and service specific Addenda will prevail.

5. QUALITY OF CARE/UTILIZATION REVIEW:

A. The Provider shall permit representatives authorized by the Buyer to conduct program, facility, and fiscal reviews/visits in order to assess service quality. Such reviews/visits may include, but are not limited to, site visits, classroom monitoring, meetings with the child(ren) & youth provided for under this Agreement, review and copying any and all records maintained on children covered by this Agreement, review of individual service plans, review of service policy and procedural issuances, review of staffing ratios and job descriptions and meetings with any staff directly or indirectly involved in the provision of services. Such reviews may occur as often as deemed necessary by the Buyer and may be with or without prior notification. The above mentioned fiscal reviews are limited to the invoices associated with specific Frederick County CPMT placed children.

B. The Provider will ensure that the treatment/service plan developed in conjunction with the Buyer is consistent with, and can be expected to meet, the goals recorded in the IFSP, IEP and supporting documents. The Provider will ensure that the treatment services delivered are consistent with the treatment/service plan for the child/youth and family. The provider will ensure that treatment/service plans (IFSP) for Virginia children are driven by and regularly reassessed based on the functional assessments in the state mandatory uniform assessment instrument (MUAI), currently the Child and Adolescent Needs and Strengths (CANS). The Provider will ensure that the youth and the family are progressing toward the goals in the treatment/service plan and/or IEP and will notify the Buyer's case manager if progress is not being made. The Buyer will review the procedures related to emergencies, client satisfaction and service delivery to ensure implementation of all aspects of the treatment/service plan and/or IEP. The Buyer will share formal assessment of outcomes with the Provider and client perceptions of satisfaction and outcomes.

C. Excluding one time only service, service termination/discharge planning will begin at intake, be consistent with IFSP, IEP and other supporting documents, and documented on

Provider treatment plans.

6. PERFORMANCE MEASURES AND OUTCOMES REPORTING:
   A. The Provider will submit any annual or periodic reports that include performance measures and/or outcomes data that is disseminated to the public, purchasers of provider services, stockholders and/or donors, and/or as required by local, state or federal reporting, to the CSA Office, 107 N Kent Street, 2nd Floor, Winchester, VA 22601.

7. SERIOUS INCIDENT REPORTING (SIR):
   A. The following procedures shall be adhered to in reporting a serious incident(s), actual or alleged, which involves youth placed by the Buyer. A serious incident includes, among others, abuse or neglect; criminal behavior; death; emergency medical treatment; facility related issues, such as fires, flood, destruction of property; food borne diseases; serious infractions of facility or school rules; physical assault/other serious acts of aggression; sexual misconduct/assault; substance abuse; serious illnesses (such as tuberculosis, meningitis, COVID-19, or other communicable diseases); serious injury (accidental or otherwise); medication errors resulting in serious injury to a client or medication errors indicating a pattern of behavior (such as regular refusals or adverse reactions); suicide attempt; unexplained absences; violations of human rights; or other incidents which jeopardize the health, safety, or wellbeing of the youth.
   B. Within 24 hours of knowledge of a serious incident, the Provider shall report the incident by speaking to or leaving a message for the Buyer's case manager for each youth involved.
   C. Within 2 business days of the verbal report of the serious incident, the Provider must submit to the CSA Office a concise account of the incident and include: name of provider and, if applicable, facility name; 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's name; where the incident occurred; description of incident (including events immediately before, during and after the incident); names of witnesses; action taken in response to incident (client response to debrief/processing), including whether physical restraint or seclusion was used; names/agencies notified (family, legal guardian, child protective services, medical facility, police); recommendations for follow-up and/or resolution of incident; signature of person completing report; and facility/provider director's (or designee) signature and date. Frederick County strongly encourages the use of email to submit an SIR, using encryption to protect confidential information. Documents can be emailed to Katherine.Webster@fcva.us , faxed to (540) 678-0682, or mailed to the CSA Office, 107 N Kent Street, 2nd Floor, Winchester, VA 22601.
   D. Separate reports should be completed and submitted for each child/youth involved and referred by the Buyer. The Provider is responsible for ensuring the confidentiality of the parties involved in the incident.
   E. The following types of serious incidents which do not directly involve youth referred by the Buyer, but impact the health, safety or wellbeing of youth placed by the Buyer, should also be reported to the Buyer for all programs, sites, and facilities where the Provider currently has an contract with the Frederick County Community Policy Management Team: the death of any student or resident, any serious criminal activity in a facility or on the grounds where the Buyer has placed a child, sexual assault of any resident, any serious

contagious illnesses, facility related issues, such as fires, flood, destruction of property, or other incidents which jeopardize the health, safety, or wellbeing of the youth. The report should include: the nature of the incident, date, time, and facility address in accordance with all federal, state and local laws relating to appropriate standards of conduct by the Provider relating to confidentiality and HIPAA. A verbal report should be made to the UR/CQI Specialist at (540) 546-8032 within 72 hours, and a written report that states the nature of the incident must be submitted within 10 business days to Katherine.Webster@fcva.us, via facsimile at (540) 678-0682, or mailed to the CSA Office, 107 N Kent Street, 2nd Floor, Winchester, VA 22601.

F. In the event the Buyer's case manager determines that a serious incident has occurred the Buyer's 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.

8. RECORDS MAINTENANCE:

A. The Provider and any subcontractor shall maintain an accounting system and supporting records adequate to assure that invoices are in accordance with applicable state and federal requirements. Such supporting records shall reflect all direct and indirect costs of any nature expended in the performance of this Agreement and all income from any source. If required, the Provider shall also collect and maintain fiscal and statistical data on forms designated or approved by the Buyer. The Provider shall maintain such program records as may be required by the Buyer. The Provider covenants to retain all books, records, progress reports, educational records and other documents relative to this Agreement for five (5) years after termination or final payment under this Agreement, except when a longer period of retention is necessary for the purposes of complying with the requirements of an unresolved federal or state audit, state or federal law, or court order. The Buyer, its authorized agents, and/or state and federal auditors shall have full access to and the right to examine any of said materials specific to children served by this Agreement during said period. In the event of a determination that the Provider received funds improperly or did not provide the authorized services or goods for which funds were received, the Provider shall provide the Buyer full restitution of any such funds.

B. The Buyer, based upon findings, may require that the Provider, within thirty (30) calendar days from the date of the request, submit an independent Certified Public Accountant prepared compilation, review or audit. The requested compilation, review or audit must have been completed within the last two fiscal years.

9. CONFIDENTIALITY:

A. Any information obtained by the Provider concerning the child pursuant to this Agreement shall be maintained as confidential. Use and/or disclosure of such information by the Provider shall be limited to purposes directly connected with the Provider's responsibilities for services under this Agreement. If applicable, it is further agreed by both parties, that this information shall be safeguarded in accordance with the provisions of Title 63.2of the Code of Virginia (1950), as amended, and any other applicable provisions of State and federal laws and regulations including but not limited to the Individuals with Disabilities Education Act, 20 USCS@1400, et seq. (2002) (IDEA), the Family Education Rights Privacy Act of 1974 and/or Educational Records Management

regulations, and the Health Insurance Portability and Accountability Act of 1996, as amended.

Any communication, including electronic, regarding individuals receiving services pursuant to this agreement shall be handled in accordance with applicable confidentiality laws requiring adequate encryption or other acceptable means to protect identifying client information.

B. The Provider shall comply with the confidentiality provisions of VA. Code Section §2.2-5210. This includes, among others, not photographing the child/youth placed by the Buyer nor permitting media coverage of the child/youth without the written permission of the parent(s) or the legal guardian, as the case may be. It further precludes audiovisual recording of the child/youth as well as prohibits the child's/youth's participation in any research projects without the written permission of the parent(s) or the legal guardian, as the case may be.

10. SUBCONTRACTORS: The Provider shall not enter into subcontracts for any of the services to be provided under this Agreement without obtaining prior written approval from the Buyer. The Rate Sheet shall reflect those services which are approved and subcontracted by the Provider. Unless otherwise agreed in writing by the Buyer, such subcontractor shall be required to comply with all of the terms and conditions set forth in this Agreement. The Provider is responsible for the performance of its subcontractors. However, prior written approval shall not be required for the purchase by the Provider of articles, supplies and equipment which are incidental but necessary for the performance of the services to be provided under this Agreement. The Provider shall not assign this Agreement without prior written approval of the Buyer, which approval shall be attached to this Agreement and subject to such conditions and provisions as the Buyer may deem necessary. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained herein.

    PAYMENT TO SUBCONTRACTORS: In accordance with § 2.2-4354, within seven (7) days after Provider's receipt of amounts paid by the County for work performed by a subcontractor, the Provider shall either: a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor; or b) notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment. The Provider shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item b. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month. The Provider shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor. The Provider's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

11. EMPLOYEES:

    A. Neither the Provider, nor its employees, volunteers, assignees or subcontractors shall be

deemed employees or agents of the Buyer by virtue of the services to be performed pursuant to this Agreement or the contractual relationship established hereby. The Provider shall have the sole responsibility for its staff and volunteers, including its work, personal conduct, directions and compensation. The Provider hereby agrees to indemnify and hold harmless the Buyer from any and all employee tax liability (including withholding liability) and any employment-related claims, including any claim of entitlement to employee benefits, imposed or threatened to be imposed solely as a result of the contractual relationship established hereby.

B. Upon request of the Buyer, the Provider will submit resumes and, if applicable, credential information for certain employees, so long as no Federal or State law is breached as to information protected by confidentiality laws.

12. CRIMINAL BACKGROUND CHECKS: The provider will be in compliance with its state's laws, regulations and licensure requirements relating to conducting criminal checks of its employees and volunteers. Employees and volunteers providing services to or having direct contact with a client referred by Buyer must be checked through a child protective service registry in the state 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 or volunteer has moved from another state and has worked with children within one year prior to his or her employment or volunteering, this state must also be checked. If the Provider is notified that any of its employees or volunteers is named in a child protective service registry, then this information will be made available by the Provider to the Buyer with ten (10) days of receipt of such notice.

13. CONTINUITY OF OPERATIONS: The provider is required to maintain Continuity of Operations Plan (COOP Plan), in compliance with any and all federal, state, and local requirements, and to make this available upon request to the Buyer. COOP planning information may be found on the Federal Emergency Management Administration website at https://www.fema.gov/emergency-managers/national-preparedness/continuity/toolkit.

14. DISCRIMINATION: During the performance of this Agreement, the Provider agrees as follows:
   A. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability, or genetic information, except where religion, sex, national origin, or physical and mental ability is a bona fide occupational qualification reasonably necessary to the normal operation of the Provider. The Provider agrees to post in conspicuous places, available to employees or applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   B. The Provider, in all solicitations or advertisements for employees placed by or on behalf of the Provider, will state that such Provider is an equal opportunity employer.
   C. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
   D. The Provider shall include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon

each subcontractor of the Provider.

15. DRUG FREE WORKPLACE: In accordance with the Code of Virginia § 2.2-4312, during the performance of this agreement, the Provider agrees to (i) provide a drug-free workplace for the Provider's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Provider's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Provider that the Provider maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or Purchase Order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
    For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Provider in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.

16. RATES: In accordance with COV §2.2-5214, the Provider is required to have all services and rate information entered and up-to-date in the CSA Service Fee Directory by the beginning of the contract year. Any non-payment to the Buyer because of a provider's negligent failure to enter current services and rates into the CSA Service Fee Directory will result in non-payment to the Provider. The Provider attests that the rates for the services described in this Agreement are not more than those set forth in the CSA Service Fee Directory, . The Provider will not charge or accept from the Buyer compensation for services which is more than the Provider charges other public governmental buyers for contracted services. The Provider agrees that no child or any member of the child's family will be charged a fee besides the rate agreed to by the Buyer for the same service, except services specifically excluded. The rates applicable to services provided in accordance with this Agreement appear on the "Rate Sheet" attached to this Agreement. The Buyer may purchase only those services included and allowable on the Rate Sheet attached to this Agreement and approved by CPMT. The Provider shall not bill for services not listed on the rate sheet. In the event the Provider elects to offer services not included on the Rate Sheet attached hereto, the Provider will submit to the CPMT a request to add the service. Approval from the CPMT shall be secured prior to the offering of the service. Failure to obtain such approval will result in non-payment for such services. Rate increases shall only be made by approval of CPMT and at contract renewal to begin July 1 of the new fiscal year or as directed by state or federal regulation. The Provider guarantees that any cost incurred pursuant to this Agreement shall not be included or allocated as a cost of any other federal, state, or locally financed program.

17. HOLD HARMLESS AND INDEMNIFICATION: The Provider shall defend, indemnify and hold the County, and County's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, reasonable attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business)

incurred by or claimed against the Provider, its employees, agents, and volunteers, or incurred by or claimed against the County, County's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the Provider. This indemnification and hold harmless includes, but is not limited to, any financial or other loss, any adverse regulatory, agency or administrative sanctions or civil penalties incurred by the County due to the negligent, fraudulent or criminal acts of the Provider or any of the Provider's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the Provider. Unless otherwise provided by law, the Provider indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Provider under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

The Provider agrees to defend and save the County, its agents, officials, volunteers and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, goods and/or services or appliances furnished or used in the performance of the contract, or which the Provider is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.

18. INDEPENDENT CONTRACTOR STATUS. Provider and the County understand and intend that Provider shall perform the Services specified under this Agreement as an independent contractor and not as an employee of the County. The manner of and means by which the Provider executes and performs its obligations hereunder are to be determined by Provider in its reasonable discretion. Provider is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the County or to bind the County in any manner, unless, in each instance, Provider shall receive the prior written approval of the County to so assume, obligate, or bind the County.

19. INSURANCE: The Provider shall at its sole expense obtain and maintain during the term of this Agreement the insurance policies listed and required herein. Any required insurance policies must be effective prior to the provision of any services or performance by the Provider under this agreement and such policies cannot be cancelled without 30 days written notice to Frederick County CPMT. 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 Agreement. The minimum limits of liability for this coverage shall be $1,000,000 combined single limits with a $2,000,000 aggregate. The insurer must list the FREDERICK COUNTY CPMT as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.
    B. Contractual liability broad form insurance shall include the indemnification obligation set forth in this agreement.
    C. Workers' Compensation Insurance- The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must

have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by a group self insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least $100,000 bodily injury by accident/$500,000 bodily injury by disease policy limit/$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 FC CPMT, its officer, employees, agents, volunteers and representatives.

D. Automobile liability insurance (required for anyone who transports clients) The contractor will maintain automobile liability insurance with limits of at least $1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.

E. Professional liability insurance with a minimum of liability of $1,000,000.

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 in a minimum amount of $1,000,000. 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. LICENSURE/CERTIFICATION/EVIDENCE BASED PRACTICES:

A. The Provider represents and warrants that it (i) duly holds all necessary licenses/certifications required by local, state, federal laws and regulations and (ii) will furnish satisfactory proof of such licensure to the Buyer or its Representative prior to execution of this Agreement. In addition, the Provider will provide an updated copy of any applicable licenses/certifications that expire during the term of this agreement within 30 days of receipt of the updated license. The Provider covenants that it will maintain its required licensed status with the appropriate governmental authorities and will immediately notify the Buyer's Utilization Review/Continuous Quality Improvement Specialist at (540) 546-8032 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 or individual service, as the case may be. Misrepresentation of possession of such license/certification shall constitute a breach of contract and terminate this Agreement without written notice and without financial obligation on the part of Buyer to pay the Provider's invoices. If the provider's license becomes provisional as defined in Virginia Administrative Code 12VAC 35-105-50, the Provider will notify the Buyer within five (5) business days of the date the Provider is notified by the licensing agent of the provisional status, regardless of the reason the license was made provisional. Failure to notify the Buyer may result in immediate termination of the agreement by the Buyer. The Provider will submit to the Buyer the Corrective Action Plan at the time it is provided to the Commonwealth in accordance with the Virginia Administrative Code 12VAC 35-105-170. Failure to do so may be grounds for immediate termination of the agreement by the Buyer.

B. If the Provider promotes any areas of service specialization or provision of Evidence Based Practices, including but not limited to Certified Sex Offender Treatment Provider

(CSOTP), Trauma Focused Cognitive Behavioral Therapy (TF CBT), Eye Movement Desensitization and Reprocessing (EMDR), Multisystemic Therapy (MST), Family Centered Treatment (FCT), etc., the Provider shall furnish a copy of any certifications obtained through such entities authorized to do so. The Provider shall be responsible for completing any requirements to maintain such certification in good standing and/or provide services to fidelity of the model.

C. In the event the Provider is found in material non-compliance with the regulations of its licensing authority, the Provider will notify the Buyer's Utilization Review/Continuous Quality Improvement Specialist at (540)546-8032.

21. GRIEVANCES: In the event that a child under the supervision or authority of the Buyer, or the child's parent/guardian 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.

22. APPEARANCES: It is understood that in the course of the provision of services the Provider's staff may be called upon by the Buyer's case manager to appear for court hearings, Family Partnership Meetings, and FAPT meetings. Information to be provided at such hearings or meetings may include assessments, evaluations, recommended services, the services provided, and the progress resulting from the service interventions. The Buyer will make every attempt to notify the Provider well in advance of the Provider's requirement to appear at the court hearings and meetings. When possible, subpoenas will be provided for court.

23. COPAYMENTS: Families of youth who are receiving services and support through the Frederick County Children's Services Act are encouraged to fully participate in the family engagement process adopted by the Frederick County CPMT. In order to maximize the resources of the community, the CPMT, in accordance with the Code of Virginia §2.2-5206, requires parents and legal guardians to contribute financially to the services provided, according to their ability. If necessary, the Provider agrees to execute the Frederick County Copayment policy where applicable. Such requirements may include a temporary suspension of services or early termination of services due to nonpayment by the assessed individual. Any copayment policy established by the Frederick County CPMT will not result in undue hardship to the Provider.

24. PURCHASE OF SERVICE ORDER:

A. This Agreement, attached addendum (if any), and attached Rate Sheet(s) contain the entire terms for purchase of services contemplated hereby, but do not obligate the actual purchase of any services. A Purchase of Service Order (PO) setting forth a description of the discrete services purchased and the duration thereof, will be presented to the Provider on a child specific basis when the Buyer chooses to purchase services. The PO will be emailed to the Provider for review, acceptance and signature indicating approval with the child specific service terms.

B. A Purchase of Service Order will be issued separately for any services purchased through alternative funding streams to CSA including, but not limited to those reimbursable under Title IV-E. A check, separate from that issued for payment of CSA services provided by the Provider, shall be issued for the services funded through alternative funding streams.

C. CPMT approval provides the authority for the Buyer to access CSA pool funds on behalf

of CSA eligible children for specific levels and types of service within the established operating procedures. To commence services, Providers must be in receipt of a Purchase of Service Order. If, as a result of an emergency situation as defined by the Buyer, a PO is unable to be completed prior to service initiation, the Provider may request confirmation of funding approval via written and/or electronic authorization from the CSA Office. The Buyer may deny payment for services initiated without written authorization from the CSA Office.

D. The Provider shall charge the Buyer only when and as authorized by the PO signed by the Buyer or its representative. The PO is incorporated into this Agreement by reference.

25. BUYER ADJUSTMENT or TERMINATION OF PURCHASE OF SERVICE ORDER: The Purchase of Service Order may be modified, amended or terminated by the Buyer at any time for child-related causes to include, but not limited to, changes in eligibility and changes in child progress as well as for the provision of inadequate or inappropriate services for the child. The Buyer may not terminate or adjust the Purchase of Service Order arbitrarily or without cause. In the event that the Buyer becomes unable to honor the approved PO for causes beyond the Buyer's reasonable control, including but not limited to, failure to receive sufficient federal, State or local government funds, the Buyer may terminate, amend or modify any or all Purchase of Service Orders pursuant to this Agreement as necessary to avoid delivery of service for which the Buyer cannot make payment. The Buyer or its representative shall notify the Provider immediately in writing of any cause for termination hereunder. The Buyer shall pay the Provider for any authorized services rendered prior to the Provider's receipt of notice of termination hereunder.

26. PROVIDER TERMINATION OF PURCHASE OF SERVICE ORDER: After accepting the PO, the Provider may request of the Buyer to terminate service provision to the client for child-related causes, including but not limited to, the Provider determining that the Buyer required services are not available, or not therapeutically appropriate. The Provider may not request the Buyer to terminate or adjust the Purchase of Service Order arbitrarily or without cause. The Provider must give thirty (30) calendar days advance written notice to the Buyer or its representative of any request for termination. Services may be terminated early so long as the parent or legal guardian, as the case may be~~,~~ the Buyer or its representative, and the Provider agree to such termination. For a 30-day request for termination, the Provider must work with the Buyer or its representative to provide transition from the Provider's services.

27. INVOICES:

A. Each month the Provider shall submit to the CSA Office separate invoices for each child for units of services authorized by the Buyer and actually delivered by the Provider during the preceding month. The Provider shall not mail invoices to the case managers of the Buyer. The Provider shall email all invoices to the Frederick County CSA Office at CSAInvoices@fcva.us.

B. All invoices must contain the following information: legal name of the Provider; child/youth name; month service was provided; purchase order number; Buyer's case manager name; the provided service as defined on the Rate Sheet; contract unit price; # of units; and specific service dates with hours delivered.

C. Providers are not to bill for more services than the maximum monthly number of units on the PO. Should the Provider receive a request from the Buyer's case manager for additional services for that month, the Provider shall immediately notify the CSA Coordinator at (540) 722-8395. Additional services are only authorized by an amendment to the PO.
D. Provider invoices which are not approved will be returned to the Provider for correction or modification. The Provider promptly shall re-submit a corrected invoice within 14 business days. Failure to return corrected invoices may result in nonpayment of services.
E. The Provider shall not charge the Buyer, and the Buyer shall in no event be responsible for, more than the rate or the maximum number of units authorized by the Buyer and specified on the PO or IEP, where specifically identified. If services are required which are not authorized or which exceed the number of authorized units, or both, the Provider must notify the Buyer immediately and receive written authorization from the CSA Coordinator prior to rendering such services.
F. The Buyer processes invoice payments twice per month. The Provider must submit invoices with all required elements by the 5th of the month in order to be processed during the first check run. Any invoices received between the 5th and 15th of the month will be processed for the month end check run. Invoices received after the 15th of the month may be delayed until the 1st check run of the following month.
G. All non-third party covered services including, but not limited to medical and dental shall be approved prior to the client receiving the services, unless they are of a nature requiring immediate emergency assessment and treatment to prevent life threatening or serious debilitating medical deterioration. In those instances, the Provider will follow the reporting requirements set forth in Section 8, Serious Incident Reporting.
H. In those instances where non-Virginia Medicaid medical services are provided to the client, the charges for such services shall be billed separately to a third party. If a client is placed by Frederick County, any outside medical services shall be billed to the parents' insurance or to the parent.
I. The Buyer shall not be obligated to pay for services when the Provider fails to submit invoices within thirty (30) days following the month of the provision of the service. However, in those instances when the Provider seeks payment from an insurance company, or TRICARE, the 30-day requirement is suspended, provided the Provider immediately notifies the Buyer of this contingency. Within thirty (30) days following receipt by the Provider of said insurance or TRICARE payments, the Provider shall be required to submit invoices for balance due, if any.
J. The Buyer will accept invoices and pay for services offered by a Medicaid enrolled Provider that are not eligible for Medicaid payment, while a child is awaiting Virginia Department of Medical Assistance Services (DMAS) determination. The Buyer will not accept or pay invoices for Medicaid eligible services until DMAS makes their determination that those services are no longer reimbursable for a particular child.
K. CSA will not pay for services rendered during the prior fiscal year (ending June 30) when invoices for such services are received by the CSA office after the deadline provided. Notification of specific deadlines are sent by June 1 via email. If no notification is provided, invoices must be received by August 15 following the end of the fiscal year.
L. In no cases shall the CSA office be responsible for payment of services provided outside of funding approval time periods.

28. : PUBLIC/PRIVATE INSURANCE

A. If the Provider receives Virginia Medicaid payments for services rendered under this Agreement, such payments shall constitute payment in full for those services.
B. Providers are required to use Virginia Medicaid certified or applicable Third Party Payor for any and all Medicaid/Third Party Payment reimbursable services for youth who are Medicaid eligible or have private insurance. A list of Providers who have enrolled with Virginia Medicaid is available on the child/youth's MCO website or at: www.dmas.virginia.gov, scroll down and click on Find a Provider.
C. The website for Provider enrollment is: vamedicaid.dmas.virginia.gov, then click on the tab for New Provider Enrollment If at any time during the registration process you have questions or issues, please contact the Virginia Medicaid Provider Enrollment Services toll free at 888-829-5373 or email vamedicaidproviderenrollment@gainwelltechnologies.com.
D. Providers are responsible for locating individuals credentialed with the youth's Medicaid/Third Party Payment plan and meeting the requirements of that plan to obtain reimbursement. Use of Non Medicaid/Third Party Payment providers for Medicaid/Third Party Payment reimbursable services by Medicaid/Third Party Payment eligible youth requires prior approval from Frederick County CPMT.
E. Upon initial denial of reimbursement by DMAS/Third Party Payor, the Provider must submit appropriate documentation for appeal. Should DMAS/Third Party Payor uphold the denial upon appeal, a copy of the letter indicating such shall be submitted to the Buyer along with a separate invoice for denied services. At that point the service will be considered for reimbursement by CPMT, insomuch as all other requirements have been met. FAPT shall review services denied by Medicaid to determine if they appropriately meet the needs of the child/youth and no other comparable Medicaid eligible services exist. The CSA Office will not be responsible for the payment of denied Medicaid/Third Party Payor eligible services without prior CPMT authorization. If authorized by CPMT, a Purchase Order will be generated by the Buyer for those DMAS/Third Party Payor denied services in addition to the Purchase Order already generated for the services not eligible for Medicaid/Third Party Payor reimbursement. Payments denied due to the client no longer meeting medical criteria, unless approval by CPMT was obtained prior to the service being delivered, are not eligible for CSA reimbursement. A Provider's failure to provide authorized Medicaid/Third Party Payor eligible services, to submit required paperwork in a timely manner, to utilize a non Medicaid provider when a Medicaid provider is available, or failure/fault by the Provider to meet Medicaid/Third Party Payor requirements are not eligible for CSA reimbursement

29. DENIAL OF FUNDING: Due to the need to ensure that the best interests of the child/youth are met, it is required that when the Provider is notified that Medicaid or other non-CSA funding is to be discontinued, the Provider notify the CSA office and Buyer's case manager by the next business day by telephone and then in writing. Unless notified in writing by the CSA Office to the contrary, the Provider must submit an appeal with any applicable documentation to justify Medicaid/other insurance coverage. Buyer's case manager will bring the case before the Family Assessment Planning Team (FAPT) to review the

IFSP/case service discharge plan and make discharge recommendations to the Provider, Buyer's case manager, and CPMT. If the appeal is upheld, providers will be paid for the stay, provided that the notification requirement to the CSA office and case managers is met and CPMT authorizes funding.

30. BILLING ERRORS:
    A. If the Provider determines the payment received for services invoiced is an underpayment, then the Provider is responsible for notifying the Buyer in writing of the billing error within forty-five (45) calendar days after receipt of the alleged underpayment. Supporting evidence describing in detail the nature of the payment error must accompany such notification. The Buyer must correct any error found or respond in writing to the Provider why no error exists within forty-five (45) calendar days after receipt of the Provider's notification. If the Provider's notification and supporting evidence are not received by the Buyer within the forty-five (45) calendar day limit, then the Buyer shall not be obligated to make any adjustments with regard to the asserted billing error.
    B. If the Provider determines that the payment received for services invoiced was an overpayment, the Provider shall notify Buyer immediately and, at Buyer's election, issue a refund payment or credit memorandum within fourteen (14) business days. Where the determination of overpayment is made initially by Buyer, then at Buyer's sole election, the Provider shall issue a refund payment within fourteen (14) business days after Buyer's request or Buyer shall offset the overpayment amount against amounts due or to become due hereunder.

31. DISPUTES: Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which cannot be disposed of by negotiation or agreement can be presented by the Provider to the CPMT. The CPMT or its designee shall be responsible for making the final decision and notifying the Provider in writing of the decision. This provision shall not preclude the Provider from exercising any rights under law for failure of the Buyer to comply with the terms of this Agreement. Any such factual determination by the CPMT or its designee shall not be binding on the Provider in the case of any litigation concerning such issue.

32. TERMINATION FOR CONVENIENCE: This Agreement may be terminated in whole or in part by the CPMT in accordance with this clause whenever the CPMT shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Provider at least thirty (30) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective.

33. TERMINATION FOR CAUSE: Except as otherwise provided herein, should any of the terms of this Agreement be breached by one of the parties, the other party shall have the right to terminate its obligations hereunder if the aforesaid breach is not cured within five (5) days after notice of the breach is given to the breaching party. This right of termination hereunder is in addition to, and not in lieu of, any and all other rights which may be afforded to the non-breaching party.

34. NOTICE: Any notice expressly provided for in this Agreement shall be in writing, shall be

given manually, by email to jjury@fcva.us, or by mail or overnight delivery service, and shall be deemed sufficiently given when received by the party to be notified. The notice shall be sent to the address set forth below:

BUYER: Frederick County CPMT/CSA
107 N Kent Street, 2nd Floor
Winchester, VA 22601

PROVIDER: To the address as it appears on the front of this Agreement.

Any party by written notice to the other, given in the manner prescribed herein, may change its address for receiving notice.

35. BINDING AGREEMENT: The terms of this Agreement, attached service specific Addendum(a), any PO issued hereunder, and Rate Sheet:
- shall be enforceable and binding upon and inure to the benefit of the parties hereto;
- may not be modified or amended except by written agreement signed by the parties; and
- shall constitute the entire agreement of the parties with respect to its subject matter.

No provision of this Agreement shall be deemed to inure to the benefit of any third party.

36. PERIOD OF AGREEMENT: The period of this agreement shall be from date of signature through June 30, 2025 with the ability to renew annually by mutual agreement until June 30, 2027. In the event the parties to this Agreement have not reached mutual agreement as to the rates or terms *prior to the expiration of this Agreement or annual renewal*, this Agreement shall be extended on a month to month basis. The Provider will continue services at the current rates until agreement is reached. The Buyer will continue to pay for services for the child(ren) & youth at the current rates until agreement is reached. No new services will be initiated with the Provider until agreement to the new rates is reached. No retroactive rate payment will be made by the Buyer. Prior to July 1 of each year, a renewal letter will be sent to current Providers to confirm the Buyer wishes to continue the Agreement. Rate changes are allowed only during the renewal period or as stated in Section 16 and must be agreed to and approved by CPMT.

IN WITNESS THEREOF the parties have caused this Agreement to be executed by officials hereunto duly authorized.

______________________________	______________________________
Business Name	Business Address
______________________________	______________________________
Authorized Representative Signature	Authorized Representative Printed Name
______________________________	______________________________

Title	Date
CSA Coordinator	Date

Frederick County, VA Children's Services Act
FY 25 COMMUNITY BASED SERVICES ADDENDUM

This Community Based Services Addendum, amends, modifies and supplements that certain Agreement for Purchase of Services ("Agreement"), between the Frederick County Community Policy and Management Team ("CPMT"), hereinafter referred to as the "Buyer" and Click or tap here to enter text., hereinafter referred to as the "Provider". Where there exists any inconsistency between the Agreement and the Community Based Services Addendum, the provisions of Community Based Services Addendum will control.

This Community Based Services Addendum reflects those services which the Provider agrees to make available to the Buyer. Unless otherwise defined in this Community Based Services Addendum, the Provider will offer services in accordance with Attachment 1 Standardized Service Names, which can also be found at https://www.csa.virginia.gov/content/doc/CSA_Service_Names.pdf. Any services offered that are not defined on this Community Based Services Addendum or Attachment 1 will be defined on the Provider's individualized Rate Sheet. Services defined in this document may not be relevant to all providers.

Terms not otherwise defined herein or on the Rate Sheet shall have the same meanings ascribed to them in the Agreement.

SPECIFIC TERMS AND CONDITIONS

Provider agrees to the following provisions:

1. DURATION
Community Based Services are intended to be goal specific and time limited. The average length of services should not exceed 6 months unless extenuating circumstances exist. The Provider is not guaranteed funding for services beyond the dates initially approved by CPMT and should, therefore, plan the treatment goals and action steps accordingly.

2. INITIAL ASSESSMENT:
A. The Provider will complete and submit a written initial assessment within thirty (30) days of service initiation.
B. The initial assessment shall include the following information:
1) Current or Preliminary DSM diagnoses for youth/family, if assessed or known
2) Youth/family strengths and needs, as identified though the CANS and consultation with relevant parties
3) Youth/family functioning in major life domains (e.g., school, home, community, legal)
4) Current family structure and functioning - strengths and needs, as identified though the CANS and consultation with relevant parties
5) Other current treatment/services including medication management
6) Summary of service and treatment history

7) Behaviors to be addressed - focus of intervention, as supported by the CANS
8) Potential barriers to treatment
9) Estimated length of intervention/Target Discharge Date in alignment with FAPT recommendations and funding authorization

3. INITIAL SERVICE/TREATMENT PLAN:

A. The Provider will complete and submit an initial service/treatment plan based on the initial assessment describing the services to be provided to each youth and the youth's family in accordance with that youth/family's Individualized Family Service Plan (IFSP) within thirty (30) days of services being initiated.

B. The service/treatment plan shall be modified, as needed, in collaboration with the Buyer's case manager, the youth, the youth's family, the provider, and other members of the youth/family's team. Any significant changes proposed to the service/treatment plan will reflect the consensus of the youth, family and team.

C. The approved funding period will be based on estimated length of service recommended in the Initial Assessment and Family Assessment & Planning Team (FAPT) or alternate Multidisciplinary Team (MDT) discussion. The Provider should make every attempt to complete treatment within that timeframe, as an extension of services is not guaranteed.

D. The service/treatment plan will reflect a termination goal in alignment with the CPMT approved funding period. Target completion dates for objectives and action steps should be adjusted accordingly.

E. The service/treatment plan shall include the following components:

1) Short and long term goals that are youth, family and behavior specific with measurable objectives and performance timeframes
2) Crisis safety plan to include provisions during the workday as well as after hours and emergency telephone contact numbers
3) Estimated # of contact hours and frequency of contacts per week
4) Discharge/transition plan
5) Plan signed by provider, Buyer's CM, youth, youth's family member

F. The Buyer's case manager serves as the point of contact for the team-based planning process and is responsible for decisions about services rendered in a manner consistent with the FAPT/MDT authorization and team-based planning process.

4. MONTHLY PROGRESS REPORTING

A. The Provider will complete and submit a monthly report within ten (10) business days following each month in which the services were provided.

B. Monthly reports shall be submitted to the Buyer's case manager. Electronic submission via a secure email transmission is strongly encouraged.

C. The monthly report submitted on the Provider's letterhead shall include the following:

1) Provider's legal name, email, and phone number
2) Home-based worker's legal name, email and phone number
3) Identifying client information to include name of youth and family
4) Service Initiation Date
5) Reporting Period
6) Duration/times of service

7) Missed Appointments and reasons why
8) Location of service
9) Individuals present for service
10) Itemize administrative/indirect vs. direct service hours
11) Progress on goals; Progress towards discharge/transition
12) Barriers to treatment
13) Significant incidents affecting the youth/family
14) Change in therapist, medication and/or agencies/service involvement with youth/family
15) Current functioning in major life domains (e.g., school, home, community, legal)

D. Verbal reports/communication with the Buyer do not substitute for the required monthly progress reports.

5. DISCHARGE/TRANSITION REPORTING

A. The Provider will complete and submit a discharge/transition report within thirty (30) calendar days after the discharge/transition/end of service.

B. Discharge/transition reports shall be submitted to the Buyer's case manager. Electronic submission via a secure email transmission is strongly encouraged.

C. The discharge/termination report submitted on Provider's letterhead shall include the following:

1) Provider's legal name, email, and phone number
2) Home-based worker's legal name, email and phone number
3) Service Initiation/Termination Dates
4) Summary of progress toward goals
5) DSM diagnoses and medications at time of discharge, if assessed or known
6) Description of functioning in major life domains at end of service (e.g., school, home, community, legal)
7) Written recommendations provided to the parent/caregiver for after-care upon discharge that will foster the youth and family's continued recovery and stability. Written recommendations will build upon treatment objectives, strengths, successes, natural supports and other resources as well as referencing appointments with after-care providers.

6. SUBSTANCE ABUSE TREATMENT:

Frederick County has adopted the American Society of Addiction Medicine standards as best practices in the treatment of substance use disorders. Substance Use Services are provided to assist youth and their families with recovery from substance abuse/addiction. Treatment of the actively substance- addicted population shall incorporate a structured program that addresses the addiction and the associated developmental, family, peer and relationship issues. Treatment shall incorporate education, individual and group therapy dealing with abuse/addiction and concomitant problem areas with a strong emphasis on family therapy and the twelve step programs for the development of coping and living skills to prevent relapse. Treatment shall also incorporate the provision of continuing care or referral to appropriate facilities for continuing care services. Treatment shall be provided by an individual who holds a certification or license in substance abuse treatment or individual supervised by an approved substance abuse clinical supervisor, unless an

exception is made by FAPT. Providers of Substance Abuse treatment services shall follow ASAM criteria in determining the needs of the client and level of care necessary for treatment.

7. PROBLEMATIC SEXUAL BEHAVIOR/SEXUAL TRAUMA: Services are provided to assist individuals who have demonstrated problematic sexual behavior or who have experienced sexual abuse. The intervention shall be designed to provide a professional evaluation and treatment by a licensed provider with specialized training and relevant expertise, including the use of evidence based practices. Services shall be provided by a Certified Sex Offender Treatment Provider (CSOTP) or licensed clinician under supervision of an approved CSOTP.

8. OTHER SPECIALIZED TREATMENT/THERAPY/COUNSELING: Federal and state child serving agencies have endorsed the use of Evidence Based Practices (EBP) to improve outcomes with youth and families. These EBPs have been systematically reviewed for efficacy and are rated based on specific criteria in four categories: well-supported, supported, promising, and does not currently meet criteria. Providers who offer EBPs shall provide documentation of training and/or certification and must adhere to expectations and requirements of the EBP and those set forth by the Commonwealth of Virginia.

For Medicaid eligible individuals, Providers who are Medicaid credentialed shall bill Medicaid for services not specifically excluded as a Medicaid reimbursable service.

9. COMPREHENSIVE ASSESSMENTS/EVALUATIONS:

A. The Provider will submit written Comprehensive Assessment/Evaluation within 60 days of completing information collection and administering necessary tools.

B. The Assessment/Evaluation submitted on the Provider's letterhead shall include the following:

1) Provider's legal name, email, and phone number
2) Client Name, DOB, Date of Evaluation, Date of Report
3) Evaluator Name and Credentials
4) Referring Individual and Reason for Referral/Client Identifying Information
5) Sources of Information to include Tools Administered, Reports Reviewed, Interviews Conducted
6) Relevant historical information including BioPsychoSocial
7) Description of tools administered along with results of testing
8) DSM Diagnosis
9) Summary, Conclusions, Recommendations and Justification
10) Evaluator Signature

8. MENTORING: Mentoring is forming a trusting relationship with a youth through positive engagement and serving as a role model for healthy emotional development and responsible actions. It may include providing socialization activities that will reduce feelings of isolation and increase social skills; introducing new interests, talents, activities and opportunities to a youth; and providing encouragement and support for academic achievement and staying in school.

A. Mentoring shall be provided individually and in the community unless otherwise approved by the case manager and UR/CQI Specialist. Services occurring in an alternative environment than community shall relate to a youth's identified need and be documented in the treatment plan how the alternative environment will benefit the youth. An alternative setting is considered an office, home, etc.
B. With prior approval, mentoring can occur in a group format. Separate rates shall apply to group based services. A group is considered more than one (1) individual.
C. Mentoring shall not occur in the school setting.
D. The Provider shall bill only direct contact hours with the mentee.
E. Mentoring is not transportation, supervision, 1:1 behavioral support, or court required community service hours.
F. In all circumstances, the Provider shall abide by reasonable ethical standards and best practices, and maintain the confidentiality of the youth referred by the Buyer.

9. CASEY LIFE SKILLS (CLS): CLS is a research based program intended for youth ages 14 through 21 to identify areas of need and develop skills to support the transition to independent living. Developed by Casey Family Programs, the CLS Assessment tool evaluates the individual's level of proficiency in several functional areas while the Resources to Inspire Guide offers suggestions on appropriate goals and exercises to develop skills in each deficit area. The Casey Life Skills Toolkit, which includes the CLS Assessment, Resources to Inspire Guide and Pratitioner's Guide, can be found at https://www.casey.org/casey-life-skills/. The CLS Assessment and treatment plan shall be completed and submitted to the case manager within 30 days of service initiation.

10. REIMBURSEMENT FOR SERVICES:

A. The Provider will initiate services (e.g., first contact with youth/family) within five (5) business days of receipt of the purchase order for services, unless a different start date has been negotiated with the Buyer's case manager.
B. Services must be provided within the number of units and timeframes authorized by CPMT.
   1) An increase in the agreed upon hours of service must be approved in advance by the CPMT. Approval is conveyed through a revised Purchase of Service Order.
   2) If there is an emergency in one week and the youth and family need increased hours, the Provider may provide the needed hours without delay. The provider shall decrease the number of hours in a non-emergency week to maintain the total number of CPMT approved hours. Any adjustment in hours between weeks shall not go over total approved monthly hours.
C. For ongoing services, no more than fifteen (15) percent of the Provider's agreed upon billable hours shall include supervision, writing of reports, internal staffing, FAPT/MDT attendance, professional consultation/collaboration, or telephone calls with the Buyer. Billable hours for these specific "administrative/indirect services" shall be labeled as such on the invoice and on the monthly report. The remaining billable hours must be direct service contact with the youth and/or family present. The Buyer must provide documentation of extenuating/mitigating circumstances if requesting reimbursement for professional consultation or collaboration in excess of the 15% included in the agreed upon rate. Any requests shall be authorized by FAPT/CPMT

prior to provision of services.

D. The Provider shall bill only for services actually provided. The CSA is not responsible for payment of services not delivered, unless otherwise authorized by CPMT.
E. The Provider shall not invoice the Buyer for training, or the time associated with it, that employees of the Provider may receive.
F. For court appearances the following conditions apply:
   1) The Provider may receive payment based on the actual number of hours the home based worker is required by the Buyer's case manager to be present at the court hearings. Prior authorization must be obtained from CPMT. CPMT will not authorize funding for court appearances required as part of custody related hearings or other purposes within the scope of agency responsibility.
   2) The hours will include actual testimony and waiting time, but do not include preparation, mileage, travel time other traveling costs. Payment will be made in accordance with established hourly rate set forth in the attached Rate Sheet. The Buyer will make every attempt to notify the Provider well in advance of the Provider's requirement to appear at the hearings. When possible, the Buyer will request a subpoena be issued.
G. For socialization/recreation activities the following will apply:
   1) Activities must be consistent with the service/treatment plan goals such as improving interpersonal interaction and relationship-building.
   2) The cost for these activities is incorporated into the hourly rate of the home-based counselor/therapist.

11. CHILD CARE:

A. For child care facilities the following will apply:
   1) Child Care facilities shall be licensed through the Department of Education, unless Religious Exemption has been obtained by proper authorities.
   2) The Buyer will only reimburse for those fees listed on the agreed upon rate sheet.
   3) Fees for mats, linens, activities, or other items for personal use are not the responsibility of the Buyer.
   4) The Provider may set separate rates for drop-in care, per week, or per month cycles. The number of weeks in a month will be calculated based on the number of Mondays that fall within that particular month.
   5) Weekly rates will be prorated if the child attends less than half of the scheduled week unless absence is due to illness.
   6) Due to the circumstances with which families are involved with the Buyer, the Buyer cannot guarantee advanced notification of termination of services. The Buyer will make every effort to provide notification of unenrollment. However, in the event advanced notification is not possible, the Buyer will only reimbursement for services provided through the last day the child attends.

12. INVOICING:

A. The Provider will submit invoices in accordance with this section and section 27 of the APOS within thirty (30) calendar days following the month in which services were delivered The Buyer reserves the right to reject any invoices with incomplete data elements. Time frames for payment begin when the invoice contains all required elements.

B. The Provider must submit a separate invoice for each youth served that shall include the following information:
   1) Provider's legal name, email, and phone number
   2) Name of youth under which CPMT authorized services
   3) Purchase order number
   4) Buyer's case manager's name
   5) Services delivered as defined on the rate sheet
   6) Contract unit price
   7) # of units
   8) Dates of service
   9) Service recipient, duration, time, and location of service
   10) Itemize administrative/indirect vs. direct service hours

C. The Provider will submit corresponding Monthly Treatment Update/Progress Notes/Evaluations along with invoices for the month of service. Invoices received without attached documentation will be returned without payment.

13. APPEARANCES: It is understood that in the course of the provision of services the Provider's staff may be called upon by the Buyer's case manager to appear for court hearings, Family Partnership Meetings, and FAPT meetings. Information to be provided at such hearings or meetings may include assessments, evaluations, recommended services, the services provided, and the progress resulting from the service interventions. The Buyer will make every attempt to notify the Provider well in advance of the Provider's requirement to appear at the court hearings and meetings. When possible, subpoenas will be provided for court.

14. PAYMENT THROUGH PRIVATE INSURANCE AND MEDICAID:

A. The Provider agrees to accept the family's private insurance (including TRICARE or its equivalent), Medicaid or FAMIS for payment of services. CSA will not fund services covered by the above forms of insurance if that insurance is available to pay for services unless prior authorization has been obtained by CPMT.

B. When all or any portion of the services rendered by the Provider hereunder is covered by a policy of insurance, TRICARE (or its equivalent), Medicaid, or FAMIS, the Provider shall submit claims for such service to the insurance company holding such policies or to TRICARE (or its equivalent), as the case may be. If the Provider receives third party payments for services rendered under this Agreement, such payments shall constitute payment in full for those services. With the exception of a required deductible, copayment, and/or coinsurance through third party payment the third party payment shall constitute payment in full for those services.

C. For Medicaid eligible individuals, Providers who are Medicaid credentialed shall bill Medicaid for services not specifically excluded as a Medicaid reimbursable service.

IN WITNESS THEREOF the parties have caused this Agreement to be executed by officials hereunto duly authorized.

Business Name	Business Address
Authorized Representative Signature	Authorized Representative Printed Name
Title	Date
CSA Coordinator	Date

STANDARDIZED SERVICE NAMES CSA Purchased Services

Purpose of document: This document provides the definitions of service categories for use by localities in reporting to receive state reimbursement for expenditures under the Children's Services Act.

Acute Psychiatric Hospitalization[3]
Inpatient services are generally short-term and in response to an emergent psychiatric condition. The individual experiences mental health dysfunction requiring immediate clinical attention. The objective is to prevent the worsening of a psychiatric illness and prevent injury to the recipient or others.

Applied Behavior Analysis[6]
ABA is the design, implementation, and evaluation of environmental modifications to produce socially significant improvements in human behavior. ABA includes direct observation, measurement, and functional analysis of the relations between environment and behavior. ABA uses changes in environmental events, including antecedent stimuli and consequences, to produce practical and significant changes in behavior. This category should not be used when the student is receiving ABA as a component of a private day special education program or public school special education transition services described in another service name.

Assessment/Evaluation[3, 6]
Service is conducted by a qualified professional utilizing a tool or series of tools to provide a comprehensive review to make recommendations, provide diagnosis, identify strengths and needs and risk levels, and describe the severity of the symptoms.

Brief Strategic Family Therapy
BSFT uses a structured family systems approach to treat families with children or adolescents (6 to 17 years) who display or are at risk for developing problem behaviors, including substance abuse, conduct problems, and delinquency. BSFT counselors must participate in four training phases and are expected to have the training and/or experience with basic clinical skills common to many behavioral interventions and family systems theory. BSFT is listed as a Well-supported evidence-based intervention in the federal FFPSA Clearinghouse.

Case Support
Service may be purchased from a public child-serving agency and includes basic case oversight for a child not otherwise open to a public child-serving agency, for whom a case manager is not available through the routine scope of work of a public child-serving agency, and for whom the worker's activities are not funded outside of the State Pool. Services may

include administration of the CANS, collection and summary of relevant history and assessment data, and representation of such information to the FAPT; with the FAPT, development of an IFSP; liaison between the family, service providers, and the FAPT.

Crisis Intervention[3]

Crisis intervention services are mental health care services available 24 hours a day, seven days per week, assisting individuals experiencing acute mental health dysfunction requiring immediate clinical attention. The objectives are to prevent the worsening of a condition, prevent injury to the individual or others, and provide treatment in the least restrictive setting.

Crisis Stabilization[3]

Crisis Stabilization services are direct mental health care services to non-hospitalized individuals experiencing an acute crisis of a psychiatric nature that may jeopardize their current community living situation. The goals are to avert hospitalization or rehospitalization; provide normative environments with a high assurance of safety and security for crisis intervention; stabilize individuals in psychiatric crisis; and mobilize the resources of the community support system, family members, and others for ongoing maintenance, rehabilitation, and recovery.

Family Partnership Facilitation (LDSS)

Service provided by a facilitator specifically trained to conduct Family Partnership Meetings for a local department of social services. The meeting is a relationship-focused approach that provides a structure for decision-making that empowers both the family and the community in the decision-making process. It extends partnership messages to caregivers, providers, and neighborhood stakeholders.

Family Support Services

A broad array of services targeted to assist, support, and/or training in various community settings to build natural supports and functional skills empowering individuals and families towards autonomy, attaining and sustaining community placement, preserving the family structure, and assisting parents in effectively meeting the needs of their children in a safe, positive and healthy manner. The services may include but are not limited to skill-building (parenting skills, fiscal management, coping skills, communication, interpersonal skills, supervised visitation, babysitting, non-foster care/maintenance daycare, etc.) and behavioral interventions.

Functional Family Therapy (FFT)

A short-term, community- and evidence-based intervention for youth ages 11-18 with various emotional and behavioral problems. FFT must be delivered by trained and certified practitioners who meet national FFT standards. FFT is listed as a Well-supported evidence based intervention in the federal FFPSA Clearinghouse.

Independent Living Services

Services are specifically designed to help adolescents transition to living independently as an adult. Includes training in daily living skills, case management, and vocational and job training.

Independent Living Stipend[2]

Payment of a monthly fixed amount made to youth in foster care, ages 16 - 17, who are in independent living arrangements for costs of housing, food, etc. Title IV-E funds may not be accessed for this stipend.

Individualized Support Services

Support and other structured services provided to strengthen individual skills and/or provide environmental support for individuals with behavioral/mental health problems. Services are based on the needs of the individual and include training and assistance. These services typically do not involve overnight care by the provider; however, due to the flexible nature of these services, overnight care may be provided on an occasional basis. Service includes "Supportive In-home Services" licensed by the Department of Behavioral Health and Developmental Services.

Intensive Care Coordination/High Fidelity Wraparound

As defined by State Executive Council policy, a service provided by Intensive Care Coordinators for children at risk of entering or being placed in residential care. ICC providers must be trained in the High Fidelity Wraparound care coordination model and receive weekly clinical supervision. The purpose of the service is to safely and effectively maintain the child in or transition/return the child home, to a relative's home, family-like setting, or community at the earliest appropriate time that addresses the child's needs. Services must be distinguished as above and extend beyond the regular case management services provided within the normal scope of responsibilities for the public child-serving agencies. Services and activities include identifying the strengths and needs of the child and his family through conducting comprehensive family-centered assessments; developing plans in the event of crises, identifying specific formal services and informal supports necessary to meet the identified needs of the child and his family, building upon the identified strengths; implementing, regular monitoring of and making adjustments to the plan to determine whether the services and placement continue to provide the most appropriate and effective services for the child and his family. ICC Using High Fidelity Wraparound is listed as a Promising evidence-based intervention in the federal FFPSA Clearinghouse.

Intensive Care Coordination Family Support Partner

A family support partner is part of the High Fidelity Wraparound (HFW) team that offers various levels of support for families based on the family's needs and HFW plan. The support partner works closely with the HFW Facilitator to support positive outcomes for the family.

Intensive In-Home Services[3]

IIH services for Children/Adolescents under age 21 are intensive, time-limited interventions provided typically but not solely in the residence of a child at risk of out-of-home placement or who is transitioning to home from out-of-home placement due to documented documentation of clinical needs of the child. These services provide crisis treatment, individual and family counseling, communication skills (e.g., counseling to assist the child and his parents in understanding and practicing appropriate problem solving, anger management, interpersonal interaction, etc.), and coordination with other required services.

Service also includes 24-hour emergency response.

Maintenance – Basic[2]
Payments made on behalf of a child in foster care to cover the cost of (and the cost of providing) food, clothing, shelter, daily supervision, school supplies, a child's personal incidentals, liability insurance for a child, and reasonable travel for the child to visit with family or other caretakers and to remain in their previous school placement.

Maintenance – Clothing Supplement[2]
As determined and scheduled by VDSS, payments for clothing outside of basic maintenance for children in foster care.

Maintenance – Child Care Assistance
Provides daily supervision during the foster parents' working hours when the child is not in school, facilitates the foster parent's attendance at activities beyond the scope of "ordinary parental duties," and is provided in a licensed daycare facility or home.

Maintenance – Enhanced[2]
A monthly amount paid to a foster parent over and above the basic foster care maintenance payment. Payments are based on the child's needs for additional supervision and support by the foster parent as identified by the VEMAT.

Maintenance – Independent Living[2]
Payments made to youth in foster care who are in independent living situations for the cost of housing, food, etc. May include independent living situations licensed by VDSS as an LCPA.

Maintenance – Basic KinGap
A monthly amount paid to a KinGap provider for a child placed through the Federal Kinship Guardianship or the State-Funded Subsidy Program for costs such as food, clothing, shelter, daily supervision, school supplies, and a child's personal incidentals. This service name is used only after custody of the child transfers from the local department of social services to the KinGap caregiver.

Maintenance – Enhanced KinGap
A monthly amount paid to a KinGap for a child placed through the Federal Kinship Guardianship Program over and above the basic foster care maintenance payment. Payments are based on the child's needs for additional supervision and support by the foster parent as identified by the VEMAT. This service name is used only after custody of the child transfers from the local department of social services to the KinGap caregiver.

Maintenance – Transportation[2]
According to Title IV-E and Fostering Connections regulations, payments to support a child/youth in foster care. Includes visits to family (parents, relatives, and siblings) and transportation of a child to a non-resident/non-zone school following a "best interest determination." Costs may include purchased contracted services, the cost of the child's

bus/plane tickets, or mileage (at the state rate) for a driver to transport the child.

Material Support
Payment for items or services for families when such assistance is not otherwise available and is necessary to prevent out-of-home placement or assist with reunification. Payments may include support with housing and utility costs.

Mental Health Case Management[3]
Mental health case management is defined as a service to assist individuals with behavioral/mental health problems who reside in a community setting in gaining access to needed medical, social, educational, and other services. Case management does not include the provision of direct treatment or habilitation services.

Mental Health Skills Building[3]
A service for individuals with significant psychiatric functional limitations designed to train individuals in functional skills and appropriate behavior related to the individual's health and safety, activities of daily living, and use of community resources; assistance with medication management; and monitoring health, nutrition, and physical condition. These services enable individuals with significant mental illness to achieve and maintain community stability and independence in the most appropriate, least restrictive environment.

Mentoring
Services in which children are matched appropriately with screened and trained adults for one-on-one relationships. Services include meetings and activities regularly intended to meet, in part, the child's need for involvement with a caring and supportive adult who provides a positive role model.

Motivational Interviewing (MI)
An evidence-based, outpatient counseling approach designed to promote behavior change. It is often combined with other counseling approaches. MI practitioners should have received specific training in the practice, and MI may be employed with youth and adults. MI is listed as a Well-supported evidence-based intervention in the federal FFPSA Clearinghouse.

Multisystemic Therapy (MST)
A short-term, community- and evidence-based intervention for youth ages 11-17 with various emotional and behavioral problems at risk of out-of-home placement and other serious adverse outcomes. MST must be delivered by a team of trained and certified practitioners who meet national MST standards. MST is listed as a Well-supported evidence-based intervention in the federal FFPSA Clearinghouse.

Other
A uniquely designed service, or one not otherwise named and defined, that will ensure the safety and well-being of a child at risk of or in an out-of-home placement, support family preservation, or enhance reunification efforts.

Outpatient Services[3, 6]

Treatment is provided to individuals on an hourly schedule, on an individual, group, or family basis, and usually in a clinic or similar facility or another location (including the home). Outpatient services may include counseling, dialectical behavioral therapy, psychotherapy, behavior management, laboratory and other ancillary services, medical services, and medication services.

Parent-Child Interaction Therapy (PCIT)

An evidence-based outpatient parent training model focused on youth ages 2 – 7 designed to reduce problematic externalizing behaviors by increasing positive parenting behaviors and improving the quality of the parent-child relationship. PCIT is generally conducted in weekly sessions in the office of the therapist. PCIT must be delivered by master' s-level trained practitioners who have specialized training and meet national PCIT standards. PCIT is listed as a Well-supported evidence-based intervention in the federal FFPSA Clearinghouse.

Private Day School[4]

Special education services are identified through an IEP in which the "least restrictive environment" is a private day school. Services are provided in a licensed, privately owned school for students determined to have a disability as defined by the *Regulations Governing Special Education Programs for Children with Disabilities in Virginia*. Reflecting the legislative directive to establish a standardized rate structure for this service, there are 19 specific sub-codes to reflect the service tier and location of the private day program. These subcodes are seen in Appendix A of the document.

Private Foster Care Support, Supervision and Administration[1]

Services provided by a Licensed Child Placing Agency (LCPA) include, but are not limited to: recruiting, training, assessing and retaining foster parents for the LCPA; making placement arrangements; purchasing/ensuring child has adequate clothing; providing transportation; counseling with the child to prepare for visits with biological family; providing support and education for LCPA foster parents regarding the management of child's behavior; providing ongoing information and counseling to the child regarding permanency goals; preparing a child for adoption; 24/7 crisis intervention and support for both child and LCPA foster family; developing and writing reports for FAPT; attending and presenting at FAPT meetings; administering LCPA foster parent payments; identifying adoption placements; assessment of adoption placements; and arranging adoption placements. The provision of services will vary for each child based on that child's specific needs and the identified level of care. Services are provided at a treatment and non-treatment level defined in CSA guidance.

Private Residential School[4,3]

Residential education services are provided to students with disabilities who are placed into a residential program through an IEP. The "least restrictive environment" is identified as a private residential school. Includes all services specified in the IEP as necessary to provide special education and related services, including non-medical care and room and board.

Public School Special Education Transitional Services

Transitional services delivered in a public school setting, specified on a student's Individualized

Education Program (IEP), to facilitate and support students returning to public school after at least six months in a private day special education program. Transitional services include one-on-one aides, speech and/or occupational therapy, counseling, applied behavior analysis, and specially designed instruction delivered directly to the student. These services may be provided for no more than 12 months.

Residential Education[3]
A component of the total daily cost for placement in a licensed psychiatric residential treatment facility (PRTF). These education services are provided in a licensed, privately owned and operated psychiatric residential treatment facility to a child/youth with or without an individualized education program (IEP) placed for non-educational reasons.

Residential Room and Board[1,3,5]
A component of the total daily cost for placement in a licensed congregate-care facility (PRTF, therapeutic group home (TGH), or Children's Residential Facility (CRF)). Residential Room and Board costs include room, meals and snacks, and personal care items.

Residential Case Management[3,1,5]
A component of the total daily cost for placement in a licensed congregate care facility. Activities include maintaining records, making calls, sending e-mails, compiling monthly reports, scheduling meetings, discharge planning, etc.

Residential Daily Supervision[3,1,5]
A component of the total daily cost of a placement in a licensed congregate care facility. Activity includes around-the-clock supervision.

Residential Supplemental Therapies[3]
A component of the total daily cost for placement in a licensed psychiatric residential treatment facility. Activity includes a minimum of 21 group interventions (outside of the 3-5 group therapies led by a licensed clinician). The 21 interventions are goalbased, with clear documentation/notes regarding the goal addressed, the intervention used, the resident's response/input, and a follow-up plan.

Residential Medical Counseling[3]
A component of the total daily cost for placement in a licensed psychiatric residential treatment facility. Activities include aroundthe-clock nursing and medical care through on-campus nurses and on-campus/on-call physicians. Activities also include the doctor and nurse at every treatment planning meeting for the resident.

Respite
Short-term care, supervision, and support to youth providing relief to the primary caregiver while supporting the youth's and family/guardian's emotional and physical well-being. This service includes respite services licensed by the Department of Behavioral Health and Developmental Services.

Special Education Related Services
Services identified within an IEP to youth placed in private education schools. Services include but are not limited to occupational therapy, physical therapy, speech therapy, and applied behavior analysis. This category should not be used when the student is receiving public school special education transition services described in another service name.

Sponsored Residential Home Services[3]
A short-term residential treatment service in a private home supervised by a licensed provider. Providers arrange for, manage, and provide programmatic, financial, and services support to sponsors providing care or treatment for individuals placed in the sponsors' homes.

Substance Abuse Case Management[3]
Substance Abuse case management assists children, adults, and their families with accessing needed medical, psychiatric, substance abuse, social, educational, vocational services, and other supports essential to meeting basic needs. If an individual has co-occurring mental health and substance abuse disorders, the case manager shall include activities to address mental health and substance use disorders. Only one type of case management may be billed concurrently.

Transportation
Transportation to support attainment of the goals in a child's service plan, either through contracted services or mileage payment. Service enables a child or family member to attend counseling, parenting classes, court, visitation with family members, or other appointments.

Trauma-Focused Cognitive Behavioral Therapy (TC-CBT)
A counseling approach for children and adolescents addressing various symptoms associated with exposure to trauma. The intervention also supports caregivers in implementing positive parenting skills and positive interactions with the child/adolescent. Although this may vary, TF-CBT is typically delivered over 12 – 16 weeks in an office setting. TF-CBT is provided by licensed mental health professionals who have received specific TF-CBT training and certification.

Therapeutic Day Treatment for Children and Adolescents[3]
Covered services are a combination of psychotherapeutic interventions combined with medication, education, and mental health treatment offered in programs of two or more hours per day with groups of children and adolescents.

Treatment Foster Care Case Management[1]
A component of treatment foster care through which a case manager provides treatment planning, monitors the treatment plan, and links the child to other community resources as necessary to address the special identified needs of the child. TFC-CM focuses on a continuity of services that is goal-directed and results-oriented. The provision of services will vary for each child based on that child's specific needs and the identified level of care.

Utilization Review
Activities that provide oversight of purchased services. Activities of UR include a review of IFSPs, services delivered by providers, a child or youth's progress toward goals, and

the provision of recommendations for service planning and revision of service plans/goals.

[1] Licensed by the Virginia Department of Social Services [2] Defined per title IV-E [3] Licensed by the Virginia Department of Behavioral Health and Developmental Services [4] Licensed by the Virginia Department of Education [5] Licensed by the Virginia Department of Juvenile Justice [6] Individual practitioners licensed by the Virginia Department of Health Professions

Publication Version Control: This chart contains a history of this publication's revisions.

Version	Date	Comments
Original	June 2014	Original, Effective July 1, 2015
Revision 1	January 2015	Technical Edits, Effective July 1, 2015
Revision 2	July 2016	Technical Edits, Effective July 1, 2016
Revision 3	February 2020	Additional Services Added, Effective July 1, 2020
Revision 4	March 2021	Additional Services Added, Technical Edits Effective July 1, 2021
Revision 5	June 2022	Additional Services Added, Technical Edits Effective July 1, 2022
Revision 6	June 2023	Technical Edits, Effective July 1, 2023
Revision 7	January 2024	Technical Edits, Effective January 1, 2024

Appendix A: Private Day Special Education Sub-Codes

Private Day School – Tier 1 (Northern Virginia)
Private Day School – Tier 2 (Northern Virginia)
Private Day School – Tier 3 (Northern Virginia)
Private Day School – Tier 4 (Northern Virginia)
Private Day School – Tier 5 (Northern Virginia)
Private Day School – Tier 6 (Northern Virginia)
Private Day School – Tier 7 (Northern Virginia)
Private Day School – Tier 8 (Northern Virginia)
Private Day School – Tier 9 (Northern Virginia)

Private Day School – Tier 1
Private Day School – Tier 2
Private Day School – Tier 3
Private Day School – Tier 4
Private Day School – Tier 5
Private Day School – Tier 6
Private Day School – Tier 7
Private Day School – Tier 8
Private Day School – Tier 9

Private Day School – Out-of-state

Frederick County, VA Children's Services Act
FY 25 CONGREGATE CARE SERVICES ADDENDUM

This Congregate Care Addendum amends, modifies and supplements certain Agreement for Purchase of Services ("Agreement") between the Frederick County Community Policy and Management Team ("CPMT"), hereinafter referred to as the "Buyer" and Click or tap here to enter text., hereinafter referred to as the "Provider". Where there exists any inconsistency between the Agreement and Congregate Care Addendum the provisions of the Congregate Care Addendum will control.

This Congregate Care Addendum reflects those services which the Provider agrees to make available to the Buyer. The services for each youth placed will be in accordance with that youth's Individualized Family Service Plan ("IFSP") and the Provider's treatment plan, or, as the case may be, the Individual Education Program ("IEP"), with a review of the applicable document within thirty (30) days after placement. Any related services provided as part of the youth's IEP shall be for the purpose of providing benefit from the educational program. Terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

Included under this Congregate Care Addendum are psychiatric residential treatment facilities (PRTF), therapeutic group homes (TGH) and all other group living settings. Clinical services may not be provided by all providers. Services shall be provided in accordance with established licensing and/or Virginia Medicaid requirements.

1. ROOM & BOARD:

As outlined by Federal Title IV-E definitions may include:

A. Payment to cover the cost of (and the cost of providing) food, clothing, shelter, daily supervision, school supplies, personal incidentals, liability insurance with respect to a youth, clothing, and costs related to administration and operation of a facility necessary to provide the items in this sentence.

1) Food: Costs associated with providing food for the youth (net of USDA revenues), costs may include:
    a) The food itself
    b) Meal preparation, operation and maintenance of the kitchen facility
    c) Dietary supplies
    d) Salaries and fringe benefits associated with staff involved in food preparation and assuring appropriate dietary/nutritional standards are met

2) Shelter: Costs associated with providing and maintaining living quarters for the youth, costs may include:
    a) Cost of a lease or rental agreement
    b) Utilities, furniture and equipment
    c) Costs of housekeeping, linen and bedding
    d) Maintenance of the building and grounds
    e) Routine recreation
    f) Insurance related to the living quarters
    g) Taxes related to the shelter of the youth
    h) Costs may not include construction costs, but may include depreciation of capital assets, interest, and property taxes

3) Clothing: Costs associated with providing and maintaining the clothing for the youth. These costs may include costs of the clothing itself, laundry and dry cleaning.

4) Daily supervision (normal supervision duties): Costs associated with normal 24-hour supervision of the youth. Costs may include:
    a) The salaries and fringe benefits of staff (including house parents) involved in supervising the youth

b) Recreation supervision

5) School supplies: Costs associated with books, materials, and supplies necessary for a youth's education.

6) Personal incidentals: Incidental costs associated with the personal care of a youth such as: items related to personal hygiene; cosmetics; over-the-counter medications and special dietary foods; infant and toddler supplies, including high chairs and diapers; and fees related to activities.

7) Liability insurance with respect to the youth: Insurance costs directly related to a youth, above normal home insurance, to cover damages and harm by the youth to property or another person. This cost is included in the room and board rate for applicable homes. The State's Foster Parent Contingency Fund can be used as available with VDSS approval to reimburse foster parents for damages incurred by a foster care youth. These funds are very limited.

B. The breakdown for the Maintenance should be in accordance with the Virginia Department of Social Services Child and Family Services Manual, Section 18.1. The Provider will be responsible for maintaining documentation that ensures that these breakdowns are adhered to.

C. The Provider shall provide each youth with sufficient space, safe board, sanitary conditions, and the level of supervision necessary to comply with the residential service description in the State Service Fee Directory. Special dietary needs shall be assessed and provided on an individual basis.

D. The rates for services will be paid on the first day services are provided to the placed youth. The rates for services will not be paid for the day of discharge from the services of the Provider.

E. In the event the youth leaves the facility with or without authorization, including but not limited to acute hospitalization or elopement, for more than five (5) consecutive calendar days the Provider must get written authorization from the CSA Coordinator to continue to bill for the placement. In any event, the Buyer will discontinue payment for room and board and other services as of the fourteenth (14) day of the unauthorized absence. If it is decided that the youth will not return to the placement prior to the 14th day, authorization shall terminate on the day the determination was made.

F. If a youth experiences anything significant such as a change in therapist, case worker or unit the Provider shall notify the Buyer's representative prior to such change but no later than within 48 hours after the change is identified.

G. In the event the Provider believes it is in the best interest of the child to relocate the daily living residence of the child, the Provider shall discuss with the Buyer's case manager the proposed relocation, the circumstances surrounding the proposed relocation, and the impact the move shall have on the child prior to any move being made. If the Buyer disagrees that it is in the best interest of the child, or is not in accordance with the child's IFSP, the Buyer may make alternative placement plans for the child.

If the Provider is unable to discuss the relocation with the Buyer's case manager prior to its occurrence, the Provider shall notify the Buyer's case manager within twenty-four (24) hours of the move or by the next business day. The Buyer may make alternative placement plans for the child if the relocation is not in the best interest of the child or is not in accordance with the child's IFSP.

2. ADDITIONAL DAILY SUPERVISION: Title IV-E allowable costs of salaries and fringe benefits of staff (including house parents where applicable) associated with 24-hour supervision of the youth beyond that which is normally required of a youth, or supervision needed for certain youth including those with physical or emotional disabilities. The youth's needs must be documented and must be billed as separate line item and clearly identifiable separate from Therapeutic Behavioral Services.

3. THERAPEUTIC BEHAVIORAL SERVICES: Therapeutic services rendered in a group home setting that provide structure for daily activities, psycho-education, therapeutic supervision and activities, and mental health care to ensure the attainment of therapeutic mental health goals as identified in the treatment plan.

4. MEDICAL/NURSING SERVICES: Overall medical treatment of the youth is coordinated by the nursing staff or other medically trained staff. Such staff shall provide the scheduling, coordinating,

monitoring of, and transportation to, medical treatments, physical examinations, and dental checks. In addition, trained staff shall coordinate and monitor the administration of medications and provide first aid to injured youth. The nursing staff or trained staff person shall conduct regularly scheduled meetings with each youth for the purpose of monitoring the onset of symptoms and reviewing nutritional, hygienic and other regimens which may affect physical health. The services shall be supervised by a medical doctor.

5. CASE MANAGEMENT: Development, implementation and monitoring of the plan of care, to include ongoing evaluation of its effectiveness, as well as discharge planning.

6. COUNSELING/THERAPY:

A. INDIVIDUAL COUNSELING/THERAPY: Individual counseling/therapy shall be provided in accordance with the youth's IFSP by a licensed clinician or license-eligible clinician under supervision. The frequency of such counseling/therapy shall be determined on a youth-specific basis or per Medicaid requirements, and shall be approved by the Buyer's case manager prior to its initiation.

B. GROUP COUNSELING/ THERAPY: Group counseling/therapy shall be provided in accordance with the youth's IFSP by a licensed clinician or license-eligible clinician under supervision. The frequency of such counseling/therapy shall be determined on a youth-specific basis or per Medicaid requirements, and shall be approved by the Buyer's case manager prior to its initiation.

C. FAMILY COUNSELING/ THERAPY: Family counseling/therapy shall be provided in accordance with the youth's IFSP by a licensed clinician or license-eligible clinician under supervision and shall occur face-to-face according to FAPT recommendation, but no less than two (2) times per month. The family counseling/therapy shall incorporate family members as appropriate. Counseling with family is to include techniques that will assist the family in the return of the youth to the family, when appropriate. Families of youth admitted for treatment through a CHINS Parental Placement shall participate in weekly family therapy regardless of Medicaid requirements. Sessions should occur in person as much as possible. The Provider shall make in person family therapy available during times convenient to the family.

7. FAMILY ENGAGEMENT: Ongoing contact, therapy, and visitation are a critical component of an individual's clinical services and basic human rights. The Provider shall plan and schedule regular and ongoing visits for the youth with the family, relatives and/or others (e.g. foster parents, adoptive parents, and fictive kin) in accordance with the youth's treatment plan and IFSP.

A. Family visitation shall not be withheld as a behavioral consequence. Especially during the planned transition to a less restrictive setting, on or off campus family visitation or overnight trials shall not be withheld based on standard facility level or point systems.

B. Any reduction or change in visitation must have clinical justification and the approval of the Buyer's case manager prior to the reduction or change.

8. SOCIALIZATION/RECREATION: Youth shall have regular, scheduled opportunities for socialization and recreation through individual and group activities designed to enhance learning, provide cultural enrichment, foster reintegration into the community, enhance leadership skills and improve self-esteem. Goals to accomplish these specific outcomes will be identified in Individual Recreation Plans (IRPs) developed and documented by the Provider and the Buyer's case manager for each youth. The activities shall be designed to provide fun and pleasure and may include, but are not limited to, outdoor athletics, field trips, games, camping and crafts.

9. EDUCATIONAL SERVICES: Services that are provided to meet the educational needs of the youth as required by the educational requirements of the Virginia Code. Such services may include public school integration, on-site residential schooling, community-based vocational training, vocational training, alternative education, or special education.

10. EMERGENCY SERVICES: Emergency services are programs and supports that are available twenty-four (24) hours/day, 365 days/year that can be accessed immediately and may include crisis stabilization, pre-screening for mental health commitments and emergency mental health assessments. Such services shall be time-limited, supportive, and clear as to purpose and goals. For certain Providers, emergency shelter may be purchased during the 72 hour emergency custody provision of the law as outlined in the Virginia State Social Services Manual. Provision of such service shall be provided on a temporary/emergency basis, up to thirty (30) days and shall include but is not limited to, room and board.

11. TRANSPORTATION: All transportation to activities within the scope of the service plan is provided. Transportation includes to and from court appearances, community activities, school trips, recreation/leisure time activities, and other activities necessary in providing for the youth's health, emotional and recreational needs. Vehicles will be equipped with a first aid kit, a road safety kit, and seat belts at all times while youth are being transported. Maintenance checks will be performed on vehicles at regular intervals to ensure the safety of youth while being transported. The drivers shall be subject to a Department of Motor Vehicles check and all driving licensure requirements.

12. ONE-TO-ONE CARE: One-to-one care is provided to youth whose medical, behavioral or emotional condition necessitates close supervision and monitoring which cannot be provided through the regular staff-to-youth ratios. This supervision shall be designed to provide safety and support through acute periods. One to one care is a VA Medicaid reimbursable service. The Provider shall bill Medicaid, TriCare, as the case may be, or other third party insurer for reimbursement. Youth covered by third party payors that do not include one-to-one services shall be assessed for eligibility by FAPT using VA Medicaid requirements. One-to-one care shall be provided only after approval by CPMT. It shall be limited to the number of hours approved by the Buyer’s case manager, CSA Coordinator, and CPMT. One-on-one care is not to be charged to the Buyer during the sleeping hours of the youth, unless otherwise authorized by the Buyer.

13. SUBSTANCE ABUSE TREATMENT: Frederick County has adopted the American Society of Addiction Medicine standards as best practices in the treatment of substance use disorders. Substance Use Services are provided to assist youth and their families with recovery from substance abuse/addiction. Treatment of the actively substance- addicted population shall incorporate a structured program that addresses the addiction and the associated developmental, family, peer and relationship issues. Treatment shall incorporate education, individual and group therapy dealing with abuse/addiction and concomitant problem areas with a strong emphasis on family therapy and the twelve step programs for the development of coping and living skills to prevent relapse. Treatment shall also incorporate the provision of continuing care or referral to appropriate facilities for continuing care services. Treatment shall be provided by an individual who holds a certification or license in substance abuse treatment or individual supervised by an approved substance abuse clinical supervisor unless an exception is made by FAPT. Providers of Substance Abuse treatment services shall follow ASAM criteria in determining the needs of the client and level of care necessary for treatment.

14. PROBLEMATIC SEXUAL BEHAVIOR/SEXUAL TRAUMA: Services are provided to assist individuals who have demonstrated problematic sexual behavior or who have experienced sexual abuse. The intervention shall be designed to provide a professional evaluation and treatment by a licensed provider with specialized training and relevant expertise, including the use of evidence based practices. Services shall be provided by a Certified Sex Offender Treatment Provider (CSOTP) or licensed clinician under supervision of an approved CSOTP.

15. OTHER SPECIALIZED TREATMENT/THERAPY/COUNSELING: Federal and state child serving agencies have endorsed the use of Evidence Based Practices (EBP) to improve outcomes with youth and families. These EBPs have been systematically reviewed for efficacy and are rated based on specific criteria in four categories: well-supported, supported, promising, and does

not currently meet criteria. Providers who offer EBPs shall provide documentation of training and/or certification and must adhere to expectations and requirements of the EBP and those set forth by the Commonwealth of Virginia.

For Medicaid eligible individuals, Providers who are Medicaid credentialed shall bill Medicaid for services not specifically excluded as a Medicaid reimbursable service.

16. INDEPENDENT LIVING SKILLS TRAINING AND SERVICES:

A. The Provider should provide or ensure training to youth ages 14 and older to help the youth gain life skills and transition successfully from foster care. Independent Living Skills Training services are direct activities toward specific goals in accordance with the transition living plan. The training and services should include activities that fit into the domains of the Casey Life Skills Assessments including daily living, self-care, housing and money management, career and education planning, permanency and other domains.

B. The Provider shall work collaboratively with the Buyer in providing independent living services mandated under the Foster Care Independence Act of 1999.

C. Progress on independent living goals should be included in the quarterly reports.

D. The Provider and Buyer, along with the youth, will complete a Casey Life Skills Assessment (CLSA) or Daniel Memorial Independent Life Skills Assessment (DMILSA) for any youth ages 14 and older in their program within 30 days of placement or within 30 days of a youth turning 14 that is currently placed. If the youth has a current Casey Life Skills Assessment, this document shall be provided to the Provider.

1) The CLSA or DMILSA must be updated at least annually. The youth may complete the plan on their own or it can be a collaborative effort with the youth and the Provider.
2) The CLSA can be found at https://www.casey.org/casey-life-skills/.
3) Once completed the Provider should submit a copy to the Buyer's case manager and CSA UR/CQI Specialist within 10 days.

E. A Transition Living Plan must be completed by the Provider within 30 days of the youth turning 14 years old or within 30 days of entering foster care if over 14 years old. VDSS has approved the use of The Chafee Program Transition Plan or FosterClub's Transition Toolkit for this purpose.

1) The transition living plan should be a collaborative effort with the youth and all treatment providers, including the Buyer's case manager. The transition living plan may be completed during a family team meeting, treatment meeting, and/or other team based planning meeting.
2) A sample transition living plan can be received from the Buyer upon request. In the event the Provider already has a transition living plan template this plan must be approved by the Buyer's case manager prior to use.
3) The transition living plan shall be updated at least yearly or modified, as needed, such as when the youth achieves the goals before the end of the year. Updates are done in collaboration with the Buyer's case manager, the youth, the youth's family, the provider, and any other members of the youth/family's team. Any significant changes proposed to the service/treatment plan will reflect the consensus of the youth, family and team. An updated plan should be submitted to the Buyer's case manager and UR/CQI Specialist within 10 days of the decision to make changes.
4) The Buyer's case manager serves as the point of contact for the team-based planning process and is responsible for decisions about services rendered in a manner consistent with the FAPT authorization and team-based planning process.

17. DIAGNOSTIC/OTHER SERVICES: Additional diagnostic services may be requested by the Buyer from the Provider in addition to those psychological, educational, medical and other diagnostic evaluations provided by the Buyer at the time of admission of the youth. The Provider may recommend approval of additional services from the Buyer's case manager. Any additional services must be requested through the FAPT/CPMT approval process for authorization of funding. The Provider shall exhaust Medicaid providers for necessary services prior to requesting funding through CSA.

18. MENTORING: Mentoring is forming a trusting relationship with a youth through positive engagement and serving as a role model for healthy emotional development and responsible actions. It may include providing socialization activities that will reduce feelings of isolation and increase social skills; introducing new interests, talents, activities and opportunities to a youth; and providing encouragement and support for academic achievement and staying in school.

- **A.** Mentoring shall be provided in the community unless otherwise approved by the case manager and UR/CQI Specialist. Services occurring in an alternative environment than community shall relate to a youth's identified need and be documented in the treatment plan how the alternative environment will benefit the youth. An alternative setting is considered an office, home, etc. as determined by the buyer.
- **B.** With prior approval, mentoring can occur in a group format. Separate rates shall apply to group based services. A group is considered more than one (1) individual.
- **C.** Mentoring shall not occur in the school setting.
- **D.** The Provider shall bill only direct contact hours with the mentee.
- **E.** Mentoring shall not be used as transportation, supervision, 1:1 behavioral support, or court required community service hours.
- **F.** In all circumstances, the Provider shall abide by reasonable ethical standards and best practices, and maintain the confidentiality of the youth referred by the Buyer.

19. APPEARANCES: It is understood that in the course of the provision of services the Provider's staff may be called upon by the Buyer's case manager to appear for court hearings, Family Partnership Meetings, and FAPT meetings. Information to be provided at such hearings or meetings may include assessments, evaluations, recommended services, the services provided, and the progress resulting from the service interventions. The Buyer will make every attempt to notify the Provider well in advance of the Provider's requirement to appear at the court hearings and meetings. When possible, subpoenas will be provided for court.

20. ACCESS TO FACILITY: In addition to the language in Section 5A of the Agreement for Purchase of Services the Provider will at all times provide the Buyer access to the child's living areas/residence/bedroom. At the Provider's request the Buyer's agents will sign a notice of confidentiality if there are Provider concerns about confidentiality of roommates or other youth in the facility.

21. TREATMENT PLANNING:

A. INITIAL ASSESSMENT:

1. The Provider shall obtain a recent copy of the Child and Adolescent Needs and Strengths (CANS) completed by the case manager and/or IACCT Assessor. The Provider will utilize the CANS, along with information obtained through consultation with the case manager, UR/CQI Specialist, family, and other relevant parties with knowledge of the individual will complete and submit a written initial assessment within thirty (30) days of service initiation.
2. The initial assessment shall include the following:
   - a Current or Preliminary DSM diagnoses for youth
   - b Youth strengths and needs, as identified through the CANS and consultation with relevant parties
   - c Youth functioning in major life domains (e.g., school, home, community, legal)
   - d Current family structure and functioning, as identified through the CANS and consultation with relevant parties
   - e Other current treatment/services including medication management
   - f Summary of service and treatment history
   - g Behaviors to be addressed - focus of intervention as supported by the CANS

B. INDIVIDUAL PLAN OF CARE:

1. The Provider will complete and submit an Individualized Plan of Care based on the initial assessment describing the services to be provided to each youth and the youth's family in alignment with that youth's CANS and Individualized Family Service Plan (IFSP) within thirty (30) days of services being initiated.

C. The Individual Plan of Care shall be modified, as needed, in collaboration with the Buyer's case manager, the youth, the youth's family, the provider, and any other members of the youth/family's team. Any significant changes proposed to the treatment plan will reflect the consensus of the youth, family and team.

D. The Individual Plan of Care shall include the following:

1. Short and long term goals that are youth, family and behavior-specific with measurable objectives and performance timeframes
2. Crisis safety plan to include provisions during the workday as well as after hours and emergency telephone contact numbers
3. Estimated length of services based on the child's individual needs
4. Discharge plan
5. Plan signed by provider, Buyer's case manager, youth, youth's family member

22. TREATMENT REVIEW MEETINGS: The legal guardian, Buyer's case manager, and UR/CQI Specialist shall be invited to all scheduled/emergency treatment team meetings. For youth in the custody of the DSS, the youth/youth's family shall be invited when deemed appropriate by the Buyer's case manager.

23. MONTHLY PROGRESS REPORTING:

A. The Provider will complete and submit a monthly report within ten (10) business days of the end of the reporting period.

B. Monthly reports shall be submitted to the Buyer's case manager and UR/CQI Specialist. Electronic submission via a secure email transmission is strongly encouraged.

C. The monthly report submitted on the Provider's letterhead shall include the following:

1. Provider's legal name, email, and phone number
2. Identifying client information to include name of youth and birthdate, and date of admission
3. Progress on goals; Barriers toward achieving goals, Progress towards discharge
4. Progress in family therapy; frequency type; type of visits, contacts, and off-site passes
5. Significant incidents affecting the youth (in accordance with Section 7 of the APOS)
6. Change in therapist, medication and/or agencies/service involvement with youth
7. Current functioning in major life domains (e.g., school, home, community, legal)
8. Discharge/Transition plan
9. Date of reporting period
10. DSM Diagnoses and medications

D. <u>If the Provider fails to provide any written treatment plan, progress report, educational progress report or Discharge/Aftercare Summary in a timely manner</u>, the <u>Buyer may withhold payment of the Provider's invoices</u> until such plan or report is received.

24. DISCHARGE/AFTERCARE REPORT:

A. The Provider will complete and submit a discharge/aftercare report within thirty (30) business days of the discharge/end of service.

B. Discharge reports shall be submitted to the Buyer's case manager and UR/CQI Specialist. Electronic submission via a secure email transmission is strongly encouraged.

C. The discharge/aftercare report submitted on Provider's letterhead shall include the following:

1. Provider's legal name, email, and phone number
2. Summary of progress on goals
3. DSM diagnoses and medications at time of discharge

4. Description of functioning in major life domains at end of service (e.g., school, home, community, legal)
5. Written recommendations provided to the parent/caregiver for after-care upon discharge that will foster the youth's continued recovery and stability. Written recommendations will build upon treatment objectives, strengths, successes, natural supports and other resources as well as referencing appointments with after-care providers.

25. REIMBURSEMENT FOR SERVICES:

A. PAYMENT THROUGH INSURANCE: The Provider agrees to accept the family's private insurance (including TRICARE or its equivalent), or Virginia Medicaid or FAMIS for payment of Medicaid eligible services. CSA will not fund services covered by the above forms of insurance if that insurance is available to pay for services unless prior authorization has been obtained through the FAPT and CPMT.

When all or any portion of the services rendered by the Provider hereunder is covered by a policy of insurance, TRICARE (or its equivalent), Medicaid, or FAMIS, the Provider shall submit claims for such service to the insurance company holding such policies or to TRICARE (or its equivalent), as the case may be. If the Provider receives Virginia Medicaid or FAMIS payments for services rendered under this Agreement, such payments shall constitute payment in full for those services. With the exception of a required deductible, copayment, and/or coinsurance through third party payment, the third party payment shall constitute payment in full for those services.

26. PROVIDER MEDICAID SERVICES: The CPMT requires all providers whose services meet the Virginia Medicaid standards for a PRTF or TGH as outlined in the Residential Treatment Services Manual to enroll as PRTF or TGH provider. Medicaid application information is available through:

Virginia Medicaid Provider Enrollment Services
1-888-829-5373 (in state toll-free) 1-804-270-5105 local
Fax: 1-888-335-8476 or 1-804-270-7027
Email: vamedicaidproviderenrollment@gainwelltechnologies.com
http://www.dmas.virginia.gov/

If the provider is already enrolled as a Medicaid PRTF or TGH provider, the Provider shall provide the Buyer with its Medicaid number with the submission of contract documents. The Provider shall be responsible for timely and complete filing per the Department of Medical Assistance Services.

A. The Provider shall be responsible for:

1) Ensuring all Medicaid documentation is received prior to admission, including any IACCT documentation. If the youth is admitted prior to the completion of the IACCT, the provider must confirm the submission of IACCT under "Special Considerations" and complete the CON within the timeframes required by Magellan of Virginia for retroactive coverage.
2) Completing and forwarding the Medicaid pre-authorization materials, including the Initial Review form, for each Medicaid eligible youth to the DMAS contractor within two business days after admission or after receipt of information from the Buyer.
3) Notifying the Buyer when a youth is authorized for Medicaid reimbursement. Such notice is required through secure email to katherine.webster@fcva.us within two business days after the Provider receives notice from DMAS that the youth is approved or denied.
4) Developing the Individualized Service Plan for the youth within thirty (30) days of authorization for Medicaid reimbursement, and reviewing every thirty (30) days.
5) Completing and submitting all required initial admission Medicaid documentation, including but not limited to IACCT, IPOC, CIPOC, within required timeframes.
6) Completing and submitting all required documentation for Medicaid continued stay authorization, within required timeframes.

7) Preparing and implementing DMAS billing.
8) Ensuring that its physicians and other professionals serving the Buyer's referred clients are also enrolled in Medicaid and providing the Buyer with the Medicaid number of those individuals on staff or under subcontract who provide services to the Buyer's clients.
9) Billing DMAS for other Medicaid covered services, e.g. therapy, pharmacy.
10) Invoicing the CPMT for the non-Medicaid eligible services according to Section 27 of the Agreement for Purchase of Services.
11) Notifying the Buyer when the youth is approaching the point of denial for services and/or no longer meets the Medicaid reimbursement criteria and DMAS no longer authorizes payment for the youth, whichever is sooner. Such notice is required by secure email to katherine.webster@fcva.us within two business days after the Provider receives such notice from DMAS.

B. The Provider is responsible for submitting all Medicaid preauthorization documentation and continuing stay documentation within the time frames required by Medicaid. If a Provider fails to submit this information in a timely manner, through no fault of the Buyer, in order to receive Medicaid PRTF or TGH reimbursement, the Provider is financially responsible and shall not be eligible for reimbursement from the Buyer.

C. The Buyer shall provide the Medicaid number of the youth referred, if applicable. When referring a youth for Medicaid residential treatment the Buyer's responsibilities are to:

1) Provide a complete copy of DSM diagnosis.
2) Complete the Child & Adolescent Needs and Strengths (CANS) score sheets from the for both the Youth Functioning Profile and the Caregiver Functioning Profile and submit to the Provider as part of the authorization process. The CANS rating shall be completed within thirty (30) days prior to placement and shall be submitted to the Provider in a timely fashion. It shall indicate at least two areas of moderate impairment as defined in the eligibility criteria.

D. The Independent Assessment, Certification and Coordination Team is responsible for providing the Certificate of Need that indicates necessity of placement and CANS to assist the Provider with submission of documentation within the time frames required by Medicaid. Youth who are placed through IACCT "Special Considerations" require the Provider to complete the CON within specified time frames. Providers should contact the case manager and UR/CQI Specialist at (540) 546-8032 or through secure email at katherine.webster@fcva.us to request the above information.

27. PLACEMENT OUTSIDE OF VIRGINIA

A. CPMT requests that out of state facilities consider entering into a Single Case Agreement (SCA) with DMAS to accept VA Medicaid reimbursement for VA Medicaid eligible youth. More information can be obtained through the CSA office by contacting the CSA Coordinator, Jackie Jury, at jjury@fcva.us or 540-722-8395.

B. VA Medicaid offers coverage for emergency treatment outside the Commonwealth of Virginia. In the case of an emergency, the Provider shall transport the youth to the emergency room for treatment and provide the youth's VA Medicaid number for billing.

28. PROVIDER TERMINATION OF PURCHASE OF SERVICE ORDER: The Provider must give thirty (30) calendar days advance written notice to the Buyer or its representative of any request for termination. Services may be terminated early so long as the parent or legal guardian, as the case may be, the Buyer or its representative, and the Provider agree to such termination. For a 30-day request for termination, the Provider must work with the Buyer or its representative to provide transition from the Provider's services. Failure to provide 30 days' written notice of termination will result in nonpayment of services equal to 30 days minus the actual number of days' notice given.

29. INVOICING:

A. The Provider will submit invoices in accordance with section 27 of the APOS and this section of this Congregate Care Services Addendum within thirty (30) calendar days of the end of the month. The Buyer reserves the right to reject any invoices with incomplete data elements. Time frames for payment begin when the invoice contains all required elements.

B. The Provider mut submit a separate invoice for each youth served that shall include the following information:

1) Provider's legal name, email, and phone number
2) Name of youth under which CPMT authorized services
3) Month service was provided
4) Purchase order number
5) Buyer's case manager's name
6) Services delivered as defined on the rate sheet
7) Contract unit price
8) # of units
9) Dates of service
10) Copy of Monthly Progress Update for month of service being billed

C. TITLE IV-E: The CPMT requires that all allowable costs for foster care youth must be structured in accordance with all Federal and State regulations to allow the Buyer to seek appropriate reimbursement for those services via Title IV-E of the Social Security Act.

IN WITNESS THEREOF the parties have caused this Agreement to be executed by officials hereunto duly authorized.

Business Name	Business Address
Authorized Representative Signature	Authorized Representative Printed Name
Title	Date
CSA Coordinator	Date

Frederick County, VA Children's Services Act
COMMUNITY POLICY & MANAGEMENT TEAM
FY25 SPECIAL EDUCATION SERVICES ADDENDUM

This FY25 Special Education Services (SpEd) Addendum amends, modifies and supplements the FY25 Agreement for Purchase of Services ("Agreement") between the Frederick County Community Policy and Management Team ("CPMT"), as the case may be, hereinafter referred to as the "Buyer" and Click or tap here to enter text., hereinafter referred to as the "Provider". Where there exists any inconsistency between the Agreement and SpEd Addendum, the provisions of SpEd Addendum shall control.

This Special Education Addendum reflects those services which the Provider agrees to make available to the Buyer. The services to be provided to each student placed will be in accordance with that student's Individualized Education Program (IEP) as agreed to prior to its effective date by Frederick County Public Schools (FCPS). Non-educational expenses excluded from this Addendum include, but are not limited to, those incurred for personal allowances, medical care, clothing, psychiatric treatment, psychotherapy, certain extracurricular activities, and certain field trips. Terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

SPECIFIC TERMS AND CONDITIONS

1. OBLIGATIONS: All obligations of the Provider pursuant to the Commonwealth of Virginia (or Provider's State) and federal special education laws and regulations are incorporated herein by reference.

2. PROVIDER LICENSE STATUS: The Provider shall maintain its status as a school licensed by Board of Education or an equivalent out-of-state licensing agency and will notify the Buyer within 24 hours in the event such approval is withdrawn, revoked or threatened to be withdrawn or revoked. Such withdrawal or revocation shall immediately terminate this Agreement. In accordance with COV § 2.2-5211, no payment shall be made for private special education services provided by an unlicensed program.

3. ATTENDANCE:
    a. The Provider shall maintain monthly attendance records which shall be submitted to the Frederick County Public Schools (FCPS) Special Instructional Services Department within five (5) days after the end of each calendar month.
    b. If a student has been absent for a period of three (3) or more consecutive school days or a total of more than five (5) days in any month, the Provider shall investigate the reasons for such absence and document the interventions attempted to ensure that the student attends school regularly. Within 3 calendar days, the Provider must consult with FCPS regarding absences to determine the barrier preventing daily attendance and develop and implement a treatment plan to overcome that barrier.
    c. After five unexcused school absences, the Provider may consider referring the student for attendance violations if the student is of compulsory attendance age (five to seventeen).
    d. Frederick County CSA will pay for up to five (5) unauthorized absences in a one month period provided the above guidelines have been followed.
    e. In the event the child is provided education outside of the classroom, the number of days that the child is in that alternate setting must be reported to the placing agency.
    f. If a child has an authorized absence, such that the child is unable to participate in his/her special education placement, that placement may be held for the child for no more than

fourteen (14) calendar days at the discretion of the Buyer.

g. The Buyer will investigate the circumstances regarding the absences and work collaboratively with the CSA office to make decisions regarding terminating the placement. There may be extenuating circumstances that support the child remaining in the previous placement that should be explored before termination is determined. In any case, CSA funding will terminate placement for any child after the 14th consecutive day of unauthorized absence. The Provider may hold the student's placement at the Provider's discretion.

4. ANNUAL REPORTS: Providers will submit an annual report that includes performance measures and/or outcomes data that is submitted to other regulatory agencies including the Department of Education and accrediting organizations. Such reports shall be submitted to the CSAContracts@fcva.us or CSA Office, 107 N Kent St, 2nd Floor, Winchester, VA 22601 with all annual contract documents.

5. EDUCATIONAL REPORTS: The Provider shall prepare Quarterly Educational Progress Reports, proposed draft IEPs and, as appropriate, transcript data on each student covered by this Agreement and shall submit such reports to the FCPS Special Instructional Services Department, 1415 Amherst Street, Winchester, VA 22601 and CSA Office, in accordance with the dates identified in the school calendar. For the purposes of this Agreement, if the Provider is a day school, school calendar shall be defined as one consistent with the FCPS school calendar. However, if the Provider is a residential school and/or a twelve (12) month school, the school calendar shall be defined as that which is agreed upon by the Provider and FCPS.

   a. Proposed draft IEPs shall be submitted to, and received by, FCPS and those parents whose parental rights have not been terminated and/or those who have custodial rights of the youth prior to any scheduled IEP meeting. FCPS reserves the right to recommend only those services/programs considered to offer the student benefit of an education in the least restrictive setting according to the provisions set forth in the Individuals with Disabilities Education Act (IDEA). The representative from FCPS, other FCPS staff and parents, as appropriate, shall have the right to attend any IEP meeting.
   b. The Provider shall provide FCPS with the student's quarterly grades and/or progress report(s) within 30 days of the quarter/semester end date.
   c. A Final Progress Report or Exit Summary on each student covered by this Agreement shall be submitted to FCPS by June 30th of each year during which the services are provided hereunder on forms supplied by FCPS unless parties agree to use Provider forms. If the Final Progress Reports are not received by June 30th of any such year, for any reason, the Buyer reserves the right to impose a three percent (3%) reduction of the total charges billed by the Provider for each late student report.
   d. The Provider shall submit additional reports upon the request of FCPS Special Instructional Services Department. Additional reports may include but are not limited to written reports of any serious incident involving the student; evaluations (psychological, educational, related services); social, emotional, or behavioral progress reports.
   e. The Provider shall submit written serious incident reports within two business days of knowledge of the incident to the FCPS Private Placement Specialist and the CSA Office. All other reports listed above must be submitted within 10 business days. The Provider agrees to provide timely responses to inquiries made by FCPS and to apprise FCPS of all material information concerning the student covered by this Agreement, including, without limitation, any change in the residence address of the student's parents or legal guardian. Address changes may cause certain actions to be taken by the Provider and Buyer.

6. SYLLABUS: A syllabus describing each course offering must be provided to the FCPS Special Instructional Services Department no later than September 1st of each school year; failure to deliver the syllabus shall constitute a certification by the Provider that it has adopted the FCPS standard course descriptions for each subject area for which a syllabus has not been produced.

7. GRADUATION REQUIREMENTS:
   a. The Provider shall supply each student, grades 9 through 12, with a minimum of one-hundred and forty (140) hours of instruction in accordance with the course descriptions set forth in the syllabi provided pursuant to Section 6 of this Addendum (or the FCPS standard course designated where no syllabus has been provided) in order to award one credit for each course successfully completed towards the FCPS high school graduation requirements.
   b. The Provider must notify FCPS Special Instructional Services Department immediately (and prior to the commencement of instruction) if any of the instruction provided to a student will not comply with the course descriptions or satisfy graduation requirements.
   c. Grades should be submitted quarterly to FCPS Special Instructional Services Department and CSA Office.
   d. All final grades and credits earned shall be reported no later than thirty (30) days after the last day of the school year and must be received by the FCPS Special Instructional Services Department before final payment will be made. All final grades and transcripts for graduating students must be reported by June 1st of the graduation year.

8. INDIVIDUALIZED EDUCATION PROGRAM (IEP): The IEP team shall consist of the Local Education Agency (LEA), parents, those who have custodial rights or surrogate parents and the provider's school staff. Any member of the IEP team may request an IEP meeting if such member entertains concerns that the instruction or program provided needs to be reviewed. In the event that the instruction or program provided to any or all of the students concerned by the terms of this Agreement is inappropriate for such student(s), the Provider shall promptly notify the FCPS Special Instructional Services Department. If advisable, the FCPS Special Instructional Services Department may arrange an IEP meeting to consider modifications to the IEP.

9. ONE-TO-ONE EDUCATIONAL SUPPORT: One-to-one educational support is to assist youth in the classroom setting to meet their educational goals. One-to-one educational support can be provided to comply with the IEP goals. Prior approval from the Buyer is required prior to initiation of one-to-one educational support.

10. PAYMENTS: In the event that a student is placed with the Provider for a period which is less than the full school year, the amount to be paid shall be prorated on the basis of the number of school days the student actually received educational services from the Provider compared with the total number of school days in the school year.

11. WITHDRAWAL: In order to provide a successful transition to an appropriate alternate or step-down program, a detailed transition plan will need to be developed. To develop this plan, FCPS staff, the parent, case managers, the student, and others as appropriate shall meet and discuss, prior to any change occurring.

12. RELOCATION: Should the parent(s)/legal guardian(s) of an enrolled student move to another locality within the Commonwealth of Virginia, the CPMT of the jurisdiction to which the parent(s)/legal guardian(s) moved shall become responsible for payment of services identified in the IEP on the day of relocation. CSA funded services not identified

on the IEP will continue for 30 days or until the new jurisdiction begins payment for services, whichever is sooner.
The parent(s)/legal guardian(s) of an enrolled student who moves outside of the Commonwealth of Virginia will become responsible for all services at the time of relocation.

13. NOTICE:
    a. Notices required of the Provider to be sent pursuant to this Special Education Addendum shall be sent for FCPS referred students to: Frederick County Public Schools, Special Instructional Services Department, 1415 Amherst Street, Winchester, VA 22601
    b. Notices required of the Provider to be sent pursuant to this Special Education Addendum shall be sent for FCPS referred students to: CSA Office, 107 N Kent St, 2nd Floor, Winchester, VA 22601
    c. Any party by written notice to the other, given in the manner prescribed above, may change its address for receiving notice.

14. RATE NEGOTIATION: The rate negotiated between the Buyer and the Provider shall not exceed that stated in the Service Fee Directory. The negotiated rate is set forth on the Rate Sheet attached hereto and made a part hereof.

    a. To the extent that any charges are billed to the Buyer on a per day, per session or per treatment basis, the Buyer shall have no obligation to pay amounts charged for days, sessions or treatments that a student does not actually receive for any reason, including, without limitation, absence or illness. The Provider agrees that its submission to the Buyer of any invoice on which charges are billed on a per day, per session or per treatment basis constitutes its certification that all services for which payment is requested thereby have been provided to the FCPS student identified therein.
    b. Any amounts paid by the Buyer pursuant to this Agreement which are subsequently determined to be inappropriate for any reason, including without limitation, those services not actually provided, may be offset against any other amounts to be paid to the Provider by the Buyer.

15. NON-EDUCATIONAL EXPENSES: The Provider agrees to contract separately with the parent or legal guardian of each student for those non-educational expenses to be provided for each student. Non-educational expenses include, but are not limited to, those incurred for personal allowances, medical care, psychiatric treatment, psychotherapy, certain extracurricular activities, and certain field trips.

IN WITNESS THEREOF the parties have caused this Agreement to be executed by officials hereunto duly authorized.

	Title
______________________________	______________________________
Provider Name	CSA Coordinator
______________________________	
Provider Authorized Representative	
______________________________	

Date

Printed Name

Date

Frederick County, VA Children's Services Act
COMMUNITY POLICY & MANAGEMENT TEAM
FY 25 TREATMENT FOSTER CARE SERVICES ADDENDUM

This Treatment Foster Care (TFC) Services Addendum amends, modifies and supplements the FY25 Agreement for Purchase of Services ("Agreement"), between the Frederick County Community Policy and Management Team ("CPMT"), hereinafter referred to as the "Buyer" and Click or tap here to enter text., hereinafter referred to as the "Provider". Where there exists any inconsistency between the Agreement and TFC Services Addendum, the provisions of the TFC Services Addendum shall control.

This TFC Services Addendum reflects those services which the Provider agrees to make available to the Buyer. Terms not otherwise defined herein or on the Rate Sheet shall have the same meanings ascribed to them in the Agreement.

SPECIFIC TERMS AND CONDITIONS

Provider agrees to the following provisions of services:

1. MAINTENANCE:
   A. The Virginia Department of Social Services (VDSS) follows federal Social Security Title IV-E guidelines regarding the payment of Maintenance for children and youth in foster care. The CSA Office is required to adhere to these state and federal guidelines. The Foster Care Guidance Manual Section 18.1.1 defines maintenance as "payments made on behalf of a child in foster care to cover the cost of (and the cost of providing) food, clothing, shelter, daily supervision, school supplies, a child's personal incidentals, liability insurance with respect to a child, and reasonable travel for the child to visit with family or other caretakers and to remain in his or her previous school placement." These costs are embedded in the monthly maintenance payment rate set by the VDSS. Therefore, with the exception of an annual supplemental clothing allowance, the provider will not receive any separate payment for these costs.
      1) Food: Costs associated with providing food for the youth may include:
         a. The food itself
         b. Meal preparation, operation and maintenance of the kitchen facility
      2) Shelter: Costs associated with providing and maintaining living quarters for the youth, costs may include:
         a. Cost of a lease or rental agreement
         b. Utilities, furniture and equipment
         c. Costs of housekeeping, linen and bedding
         d. Maintenance of the building and grounds
         e. Routine recreation
         f. Insurance related to the living quarters
         g. Taxes related to the shelter of the youth
      3) Clothing: Costs associated with providing and maintaining the clothing for the youth. These costs may include costs of the clothing itself, laundry and dry cleaning.
      4) Daily supervision (normal supervision duties): Costs associated with normal 24-hour supervision of the youth.
      5) School supplies: Costs associated with books, materials, and supplies necessary for a youth's education.

6) Personal incidentals: Incidental costs associated with the personal care of a youth such as: items related to personal hygiene; cosmetics; over-the-counter medications and special dietary foods; infant and toddler supplies, including high chairs and diapers; and fees related to activities.
7) Liability insurance with respect to the youth: Insurance costs directly related to a foster youth, above normal home insurance, to cover damages and harm by the youth to property or another person. This cost is included in the room and board rate for applicable homes. The State's Foster Parent Contingency Fund can be used as available with VDSS approval to reimburse foster parents for damages incurred by a foster care youth. These funds are very limited.

B. The breakdown for the Maintenance should be in accordance with the Virginia Department of Social Services Child and Family Services Manual, Section 18.1. The Provider will be responsible for maintaining documentation that ensures that these breakdowns are adhered to.

C. The Provider shall provide each youth with sufficient space, safe board, sanitary conditions, routine clothing, and living expenses.

D. The rates for services will be paid for the first day services are provided to the placed youth. The rates for services will not be paid for the day of discharge from the services of the Provider.

E. Temporary absences up to fourteen (14) consecutive days, authorized or not, may be paid to prevent placement disruption, if the youth returns to the same placement. If it becomes apparent at any point during the 14 days that the youth will not return to the same placement, as determined by the buyer, maintenance payments shall cease. The discharge date will be the day it becomes apparent that the child will not return within established timeframes. Payments, therefore, can be made through the day prior. In any event, the Buyer will discontinue payment as of the 14th day.

F. In the event the Provider believes it is in the best interest of the child to relocate the daily living residence of the child, the Provider shall discuss with the Buyer's case manager the proposed relocation, the circumstances surrounding the proposed relocation, and the impact the move shall have on the child prior to any move being made. If the Buyer disagrees that it is in the best interest of the child, or is not in accordance with the child's IFSP, the Buyer may make alternative placement plans for the child.
If the Provider is unable to discuss the relocation with the Buyer's case manager prior to its occurrence, the Provider shall notify the Buyer's case manager within twenty-four (24) hours of the move or by the next business day. The Buyer may make alternative placement plans for the child if the relocation is not in the best interest of the child or is not in accordance with the child's IFSP.

G. If a youth experiences anything significant such as a change in therapist, case worker or family makeup, the Provider shall notify the Buyer's representative prior to such change but no later than within 48 hours after the change is identified.

2. Enhanced Maintenance: Enhanced Maintenance is available to a child or youth who has a demonstrated need that requires increased supervision and support due to behavioral, emotional, or physical/personal care difficulties. The Virginia Enhanced Maintenance Assessment Tool (VEMAT) is the state required tool used by local departments of social services (LDSS) for any youth placed in TFC or local Resource homes. This tool assesses the child or youth's behavioral, emotional, and physical/personal care needs to determine if additional funding is necessary to ensure the safety and well-being of the child. The VEMAT provides a score that determines the amount of an Enhanced Maintenance rate. The need for an Enhanced Maintenance payment is also the basis for increased expectations for the Provider agency and the foster parent in meeting the needs of the youth. Completion of the VEMAT must be in accordance with state regulations. VDSS Guidance can be found here: VDSS Child and Family Services Manual Section 18.

TREATMENT FOSTER CARE CASE MANAGEMENT (TFC-CM): TFC-CM is a service defined by the Department of Medical Assistance Services (DMAS) and must be provided in accordance with DMAS and Virginia Medicaid requirements. Specific definitions and requirements can be found in the VA Medicaid Mental Health Services Provider Manual. TFC-CM includes linking children and youth to services necessary to meet his or her needs, and development, coordination, implementation, and monitoring of the plan of care, to include ongoing evaluation of its effectiveness, as well as discharge planning.

3. TFC SUPERVISION AND SUPPORT: Services provided by the Provider not covered under case management related to the Provider's staff costs. These may include but are not limited to:
   A. Assessing, Recruiting, and Training treatment foster care parents
   B. Retaining treatment foster care parents
   C. Making placement arrangements
   D. Providing respite for youth within the provider's TFC system
   E. Counseling with youth to prepare for visits with biological family
   F. Providing support and education for treatment foster care parents regarding management of youth's behavior
   G. Providing ongoing information and counseling to youth regarding his or her permanency goals
   H. Providing transportation except as outlined in section 4.C., D., F. and G. above
   I. If appropriate, preparing youth for adoption by completing activities such as a Life Book
   J. 24/7 crisis intervention and support for both youth and treatment foster family
   K. Developing and writing reports for FAPT and approved multidisciplinary team (MDT) meetings
   L. Attending and presenting at FAPT/MDT meetings and; bringing youth if requested
   M. Administering treatment foster parent payments
   N. Identifying adoption placements
   O. Assessment of adoption placements
   P. Arranging adoption placements

4. CULTURAL AND LINGUISTIC SERVICES: Any service or program available to the youth and/or their families in their native language and/or any service or program developed using the knowledge of the cultural heritage of the client when possible.

5. INDEPENDENT LIVING SKILLS TRAINING AND SERVICES:
   A. The Provider and Buyer collaborate to provide or ensure training to youth ages 14 and older to help the youth gain life skills and transition successfully from foster care. Independent Living Skills Training services are direct activities toward specific goals in accordance with the transition living plan. The training and services should include activities that fit into the domains of the Casey Life Skills Assessments including daily living, self-care, housing and money management, career and education planning, permanency and other domains.
   B. The Provider shall work collaboratively with the Buyer in providing independent living services mandated under the Foster Care Independence Act of 1999.
   C. Progress on independent living goals should be included in the quarterly reports.
   D. The Provider and Buyer, along with the youth, collaborate to complete a Casey Life Skills Assessment (CLSA) or Daniel Memorial Independent Life Skills Assessment for any youth ages 14 and older in their program within 30 days of placement or within 30 days of a youth turning 14 that is currently placed.

1) The Casey Life Skills Assessments must be updated at least annually. The youth may complete the plan on their own or it can be a collaborative effort with the youth and the Provider.
2) The Casey Life Skills Assessment can be found at https://www.casey.org/casey-life-skills/.
3) Once completed the Provider should summit a copy to the Buyer's case manager within 10 days.

7. DETERMINATION OF TFC SERVICE LEVEL: Procedures for determining the TFC Level of Care must be made in accordance with the SEC adopted guidelines. These guidelines can be found in Attachment A and at: SEC Guidelines for Treatment Foster Care. Additional guidance can be found here: FAQ Treatment Foster Care.

A. Any request to increase the level of care must occur through the FAPT process and with CPMT funding authorization. The Provider shall submit documentation justifying an increase in the level of care necessary to maintain the youth in the TFC home.

B. In all cases FC CPMT will have final approval of the service, and/or level, to be purchased.

C. The Provider shall submit detailed level descriptions that cover what is provided at each level(s) of care, including but not limited to:

1) Frequency and number of hours of in home visits by case manager per month.
2) Hours of ongoing parent training per year.
3) Objective behavioral criteria for each level of care, along with a description of the package of services and supports associated with that level that is required to successfully maintain the youth in the placement.

D. The Provider shall be responsible for reimbursing the Buyer for payments resulting from the Provider's failure to re-assess the appropriate level of care on a semi annual basis.

8. INDIVIDUAL PLAN OF CARE AND COMPREHENSIVE TREATMENT AND SERVICE PLAN REQUIREMENTS:

A. The Provider will complete and submit an Initial Plan of Care based on the initial assessment describing the services to be provided to each youth and the youth's family in accordance with that youth's most recent Child and Adolescent Needs and Strengths (CANS), Individualized Family Service Plan (IFSP), and foster care service plan within thirty (30) days of services being initiated. The CANS will be provided by the Buyer.

B. The provider will complete and submit a Comprehensive Treatment and Service Plan within sixty (60) days of initial placement. This plan shall be updated annually and provided to the LDSS Case Manager and CSA Office. Any significant changes proposed to the goals and objectives of the Comprehensive Plan will reflect the consensus of the youth (when possible), family and team. The Comprehensive Plan shall include the following:

1. Comprehensive assessment of the individual's emotional, behavioral, educational, and medical needs.
2. Treatment goals and objectives written in SMART style. (Specific, Measurable, Achievable, Relevant, Time Bound)
3. Activities, therapies, and interventions provided to meet identified goals and objectives.
4. Permanency and Discharge Plans and target dates to achieve them.
5. Discharge goals and objectives written in SMART style.
6. Independent Living Skills assessment and plan if over the youth is fourteen (14) years or older.

2. Progress Reports

A. The Provider will complete monthly Progress Reports that shall be updated or modified, as needed, in collaboration with the Buyer's case manager, the youth, the youth's family, the provider, and any other members of the youth/family's team.

B. The Progress Reports shall include the following:
   1) Current Level of Care (LOC) and description of services the youth is receiving, along with prior LOCs and dates of service.
   2) Progress towards meeting the goals and objectives identified on the Comprehensive Plan and interventions used to achieve goals.
   3) Progress towards meeting discharge plan/transition plan goals.
   4) Plan signed by provider, Buyer CM, youth, youth's TFC family member, and birth parents as allowed.

C. The Progress Reports shall focus on continuity of services and permanency planning to achieve the following placement outcome goals developed by the State Executive Council for the Children's Services Act:
   1) Youth demonstrates improved functioning per CANS.
   2) Youth is successfully discharged from treatment foster care in accordance with the youth's permanency plan.

D. Youth realizes stability in placement (stability will be measured according to the number of homes/families with whom youth resides). The Buyer's case manager serves as the point of contact for the team-based planning process and is responsible for decisions about services rendered in a manner consistent with the CPMT authorization and team-based planning process.

1. The Provider will complete and submit the monthly report within fifteen (15) calendar days following the Progress Review Meeting.
2. Monthly progress reports shall be provided separately to both the Buyer's case manager and attached to monthly invoices via electronic submission to CSAInvoices@fcva.us Electronic submission via a secure email transmission is strongly encouraged. The monthly report submitted on the Provider's letterhead shall include the following components:
   1) Provider's legal name, email, and phone number.
   2) Identifying client information to include name youth and family and/or any other recipient of services.
   3) Level of Care provided to the youth and the time frame(s) for which those services were provided during the youth's placement. This level should align with the Level of Care delineated on the accompanying rate sheets.
   4) Progress on goals; Progress towards discharge/transition.
   5) Barriers preventing adequate progress toward goals and/or discharge/transition.
   6) Significant incidents affecting the youth.
   7) Change in therapist, medication and/or agencies/service involvement with youth.
   8) Current functioning in major life domains (e.g., school, home, community, legal).
   9) Frequency of biological family visits, when applicable.
   10) Independent transition living plan updates, unless there is a report for independent living.
   11) Any other requirements that may be requested by the case manager and are in accordance with the State licensing and/or Virginia Medicaid TFC requirements.
3. The monthly Progress Reports must be signed by the Provider's case manager.

9. DISCHARGE REPORTING:

A. The Provider will complete and submit a discharge report within thirty (30) calendar days after services terminate.
B. Discharge reports shall be submitted separately to the Buyer's case manager and CSA Office.
C. The discharge report submitted on Provider's letterhead shall include the following components:
   1) Provider's legal name, email, and phone number.
   2) Summary of progress on goals.

3) DSM diagnoses and medications at time of discharge.
4) Description of functioning in major life domains at end of service (e.g., school, home, community, legal).
5) Aftercare recommendations.

10. TREATMENT FOSTER PARENTS:

A. Buyer's case managers must have the ability, either directly or via the Provider, to access treatment foster parents.

B. Services provided by the Provider's treatment foster parents (TFP) to meet the special needs of the foster youth placed in the TFP's home include but are not limited to assistance in the development of treatment plans, implementation of the treatment plans to include independent living plans under the supervision of the Provider's staff, and transportation.

C. Transportation services provided by the TFP include transportation of the youth to and from community activities, school/college, recreation/leisure time activities, therapy, medical appointments, court hearings, birth parent/youth visitations, FAPT meetings, MDT meetings, and training events related to independent living programs.

1) The Buyer may choose to assist with transportation when such transportation is considered above and beyond, such as transportation of foster youth to remain in their original schools as a result of "Best Interest Determination" or multiple weekly parents/siblings visits. The Buyer will provide transportation for emergency appointments when the foster parents are provided with less than one week notice and are unable to adjust their schedules.
2) Mileage may be paid to the foster parent for non-Medicaid trips beyond a thirty-mile one-way distance (mileage may only be charged starting at mile thirty-one (31)) at the current standard mileage rate established by the Federal Government or agency established rate, whichever is less, to meet the treatment needs of the youth outlined in the Comprehensive Plan. The Buyer may choose to pay mileage for the first thirty miles when such transportation is considered excessive.
3) If the special needs youth placed with the TFP is eligible for Medicaid services, the TFP may become a Medicaid registered driver, and shall bill Medicaid for transportation to Medicaid services.
4) As part of the background/reference check process, Provider will require prospective foster care families to indicate all agencies and jurisdictions in which the family has provided foster care services for the past 5 years. The Provider is then responsible for checking these references in addition to any other references the Provider may check.
5) Sending youth in foster care to any appointment or activity via public transportation or taxicab is not permitted unless approved by the Buyer's case manager.
6) Sending youth in foster care to any appointment or activity without being accompanied by an adult or caregiver is not permitted unless approved by the Buyer's case manager.

D. If the Provider delivers services eligible for reimbursement under Title IV-E, the provider must be in full compliance with Title IV-E requirements.

E. The Provider will ensure that all required documentation uses the foster parents' legal names.

11. PROVIDER MEDICAID SERVICES:

A. The CPMT requires all providers whose services meet the Virginia Medicaid standards for Treatment Foster Care (TFC), as outlined in the DMAS Mental Health Services Manual, to enroll as a Medicaid Treatment Foster Care provider. The website for Provider enrollment is: vamedicaid.dmas.virginia.gov, then click on the tab for New Provider Enrollment. If at any time during the registration process you have questions or issues, please contact Virginia Medicaid Provider Enrollment Services toll free at 888-829-5373 or email vamedicaidproviderenrollment@gainwelltechnologies. If Provider is credentialed as

Medicaid TFC provider, the Provider shall provide the Buyer with its Medicaid number. The Provider shall be responsible for:

1) Completing and forwarding all Medicaid required pre-authorization materials for each Medicaid eligible youth to the DMAS contractor within established preauthorization time limits set by Medicaid or within 3 business days of receiving required documentation from the Buyer.
2) Notifying the Buyer when a youth is approved or denied for Medicaid. Such notice is required by county's CSA Office by secure email to Katherine.Webster@fcva.us or FAX at (540) 678-0682 within two business days after the Provider receives notice that the youth is approved or denied.
3) Completing and sending the continued stay review forms to the DMAS contractor, upon receipt of all required documents from the Buyer, 10 days prior to the expiration of the authorization period. If all Medicaid continuing stay documentation is not received from the Buyer at least 10 days prior to the expiration of the current authorization period, the provider is expected to submit materials to the DMAS contractor within 2 business days after receipt of the materials from the Buyer.
4) When possible, billing DMAS for other Medicaid eligible services, e.g., therapy.
5) Invoicing the Buyer for the non-Medicaid eligible services in accordance with Section 27 of the Agreement for Purchase of Services.
6) Notifying the CSA Office by secure email to Katherine.Webster@fcva.us or FAX at (540) 678-0682 when the youth no longer meet the Medicaid reimbursement criteria and DMAS no longer authorizes payment for the youth. Such notice is required within two business days after the Provider receives notice from DMAS that it will no longer make payment.
7) Following all Medicaid regulations applicable to Treatment Foster Care services as outlined in the DMAS Mental Health Services Manual.

B. The Provider is responsible for submitting all Medicaid preauthorization documentation and continuing stay documentation within the time frames required by Medicaid. If a Provider fails to submit this information in a timely manner, in order to receive Medicaid TFC reimbursement, the Provider is financially responsible for the Medicaid portion and shall not be eligible for reimbursement from the Buyer.

C. The Buyer shall provide the Medicaid number of the youth referred, if applicable. When referring a youth for Medicaid Treatment Foster Care the Buyer's responsibilities are to:

1) Include certification or written approval by the CPMT, and an Individual Family Service Plan (IFSP) as part of the pre-authorization process indicating that Treatment Foster Care case management is medically necessary. Provide a complete copy of current DSM diagnoses when it is available.
2) Complete the CANS instrument and submit to the Provider as part of the pre-authorization process. The CANS rating shall be completed within ninety (90) days prior to placement and every 90 days thereafter and shall be submitted to the Provider in a timely fashion to enable the Provider to submit "Continued Stay Review" forms to the DMAS contractor prior to the expiration of the authorization period.

12. TITLE IV-E: The CPMT requires that all Licensed Child Placing Agencies (LCPAs) comply with all federal and state regulations relating to Title IV-E of the Social Security Act.

13. APPEARANCES: It is understood that in the course of the provision of services the Provider's treatment foster care staff may be called upon by the Buyer's case manager to appear for court hearings, team based planning team and FAPT meetings. Information to be provided at such hearings or meetings may include assessments, evaluations, recommended services, the services provided, and the progress resulting from the service interventions. The Buyer will make every

attempt to notify the Provider well in advance of the Provider's requirement to appear at the court hearings and meetings. When possible, subpoenas will be provided.

14. COMMUNICATION: Both parties are expected to return telephone calls within 48 hours. If a return call is not made within 48 hours the Provider may telephone the supervisor of the case manager or the on duty worker in the unit of the case manager.

IN WITNESS THEREOF the parties have caused this Agreement to be executed by officials hereunto duly authorized.

____
Provider Name

____
Provider Authorized Representative

____
Printed Name

____
Title

____
Date

____
CSA Coordinator

____
Date

Guidelines for Determining Levels of Care for Foster Care Services with Licensed Child Placing Agencies (LCPA)

June 20, 2014
(Revisions – May 1, 2015)

Procedures for Determining Level of Care

I. The determination of the appropriate service level is always based on the individual child's specific needs and strengths.

II. The Family Assessment and Planning Team (FAPT), or approved Multi-Disciplinary Team (MDT), and the licensed child placing agency shall work collaboratively in the assessment, service delivery and decision-making process to determine the appropriate level of care for the child.

III. Children shall be placed at the Assessment Treatment Level upon initial placement with a LCPA and when a child is moved to a new LCPA.

IV. The maximum stay at the Assessment Treatment Level shall not exceed sixty days to complete a needs assessment and service plan, per requirements of the Virginia Department of Social Services, Division of Licensing Programs. The time frame of the assessment may vary based on the accurate and thorough assessment of the child's strengths and needs.

V. Following the assessment, the assessment shall be provided by the LCPA to the LDSS with copies to the FAPT/MDT with recommendation of level of care.

VI. The determination of level of care shall be made collaboratively based on all available information and documentation of the child's needs by FAPT/MDT and the LCPA.

VII. Determination of the initial level of care and a child's movement between levels of care will be based on a combination of factors, including but not limited to: child's current and past behavior, needs and strengths, number of placements the child has experienced, ratings on the CANS, VEMAT, and any other available assessments, anticipated level of support needed for the foster home, and available documentation such as psychological evaluations and foster parent, school , case manager and provider reports, etc.

Levels of Care Criteria:

<u>Non-treatment Foster Care</u>: Children served at the non-treatment level of foster care may be developmentally on target, demonstrate age appropriate behaviors, able to participate in community activities without restriction, or be the sibling of a child who meets the criteria for ongoing TFC placement in the same foster home. Children shall be served at the Non-treatment Foster Care level if the assessment indicates treatment foster care services are not needed.

<u>Assessment Level Treatment Foster Care</u>: Children served at the assessment level of treatment foster care are those who are newly placed with a licensed child placing agency and for whom an assessment to determine the appropriate level of foster care services is being conducted.

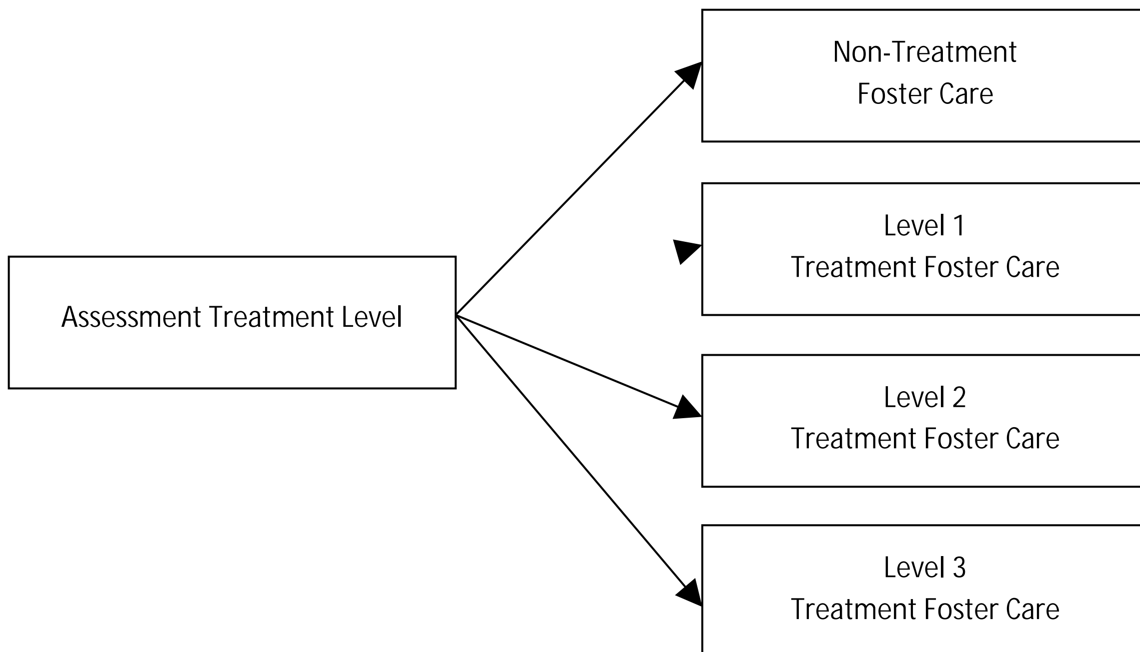
Treatment Foster Care Levels 1, 2 and 3 represent ongoing treatment placement levels, with Level 1 representing the lowest treatment needs, Level 2 moderate treatment needs and Level 3 significant treatment needs.

Level 1 Treatment Foster Care: The needs of a child served at Level 1 ongoing treatment foster care require monitoring or the LCPA may need to provide services to lessen the likelihood that identified needs will become more acute or return after being "resolved". Children served at Level 1 will typically demonstrate a relatively low level of social/emotional/behavioral/medical/personal care needs or impairment for normal range of age and development. *Areas of need may include but not be limited to, depression, anxiety, impulsivity, hyperactivity, anger control, adjustment to trauma, oppositional, substance use, eating disorder, physical health condition, developmental delay, or intellectual disability.*

Level 2 Treatment Foster Care: The needs of a child served at Level 2 ongoing treatment foster care require that significant action (interventions, services, supports, etc.) be taken to address, remedy or ameliorate the identified needs. Children served at Level 2 will typically demonstrate a relatively moderate level of social/emotional/behavioral/ medical/personal care needs or impairment for normal range of age and development. *Areas of need may include but not be limited to, depression, anxiety, impulsivity, hyperactivity, anger control, adjustment to trauma, oppositional, substance use, eating disorder, physical health condition, developmental delay, or intellectual disability.*

Level 3 Treatment Foster Care: The needs of a child served at Level 3 ongoing treatment foster care are of such acuity or severity that they require intensive action (interventions, services, supports, etc.) be taken to address, remedy or ameliorate the needs. Without such intervention the child may be at risk of residential placement. Children served at Level 3 will demonstrate a high level of social/emotional/ behavioral/medical/personal care needs or impairment for normal range of age and development. *Areas of need may include but not be limited to, depression, anxiety, impulsivity, hyperactivity, anger control, adjustment to trauma, oppositional, substance use, eating disorder, physical health condition, developmental delay, or intellectual disability.*

Flow Chart



June 20, 2014 (revisions May 1, 2015)

	Non-Treatment Foster Care	**Treatment Foster Care**			
Standard Levels of Care	Non-Treatment Foster Care	Level 1 TFC	Level 2 TFC	Level 3 TFC	Assessment Level
REQUIREMENTS					
Caseload Size	24	12	12	12	12
Monthly Visits (minimum per licensing)[3]	1	2	2	2	2
Service/Treatment Plan	service plan	service plan & treatment plan	service plan & treatment plan	service plan & treatment plan	
SERVICES (funding source):					
Foster Care Maintenance	yes *(IV-E/CSA)*	yes *(IV-E/CSA)*	yes *(IV-E/CSA)*	yes *(IV-E/CSA)*	yes *(IV-E/CSA)*
Enhanced Maintenance	per VEMAT *(IV-E/CSA)*	per VEMAT *(IV-E/CSA)*	per VEMAT *(IV-E/CSA)*	per VEMAT *(IV-E/CSA)*	per VEMAT *(IV-E/CSA)*
Private Foster Care Support & Supervision[1]	yes *(CSA)*	yes *(CSA)*	yes *(CSA)*	yes *(CSA)*	yes *(CSA)*
TFC Case Management[2]	no	yes *(Medicaid*/CSA)*	yes *(Medicaid*/CSA)*	yes *(Medicaid*/CSA)*	as eligible (Medicaid/CSA)

**LCPAs must apply for Medicaid funding for case management (if the child is Medicaid eligible). If Medicaid determines the child does not meet medical necessity criteria, CSA may pay for case management based on justification of need.*

[1]Private Foster Care Support, Supervision and Administration
Services provided by a Licensed Child Placing Agency (LCPA) which include, but are not limited to, recruiting, training, assessing and retaining foster parents for the LCPA; making placement arrangements; purchasing/ensuring child has adequate clothing; providing transportation; counseling with child to prepare for visits with biological family; providing support and education for LCPA foster parents regarding management of child's behavior; providing ongoing information and counseling to child regarding permanency goals; preparing a child for adoption; 24/7 crisis intervention and support for both child and LCPA foster family; developing and writing reports for FAPT; attending and presenting at FAPT meetings; administering LCPA foster parent payments; identifying adoption placements; assessment of adoption placements; and arranging adoption placements. The provision of services will vary for each child based on that child's specific needs and the identified level of care. Services are provided at non-treatment level of foster care as well as treatment levels of foster care.

[2]Treatment Foster Care Case Management
A component of treatment foster care through which a case manager provides treatment planning, monitors the treatment plan, and links the child to other community resources as necessary to address the special identified needs of the child. TFC-CM focuses on a continuity of services that is goal-directed and results-oriented. The provision of services will vary for each child based on that child's specific needs and the identified level of care.

[3]DSS regulations (22VAC40-131) requires a minimum of two visits per month for treatment foster care and also adds that "the frequency of additional contacts with the child shall be based on his treatment and service plan and occur as often as necessary to ensure the child is receiving safe and effective services.

State Executive Council (SEC) for Children's Services

Notice of Intent to Develop/Revise Policy

Approved for Public Comment by the SEC: June 13, 2024
Public Comment Period Ends: 5:00 PM**,** August 1, 2024

Number and Name of Proposed/Revised Policy:

Policy 4.3 "Carve Out" of Allocation for Development of New/Expanded Services (Adopted April 30, 2013)

Basis and Purpose of the Proposed/Revised Policy:

The authority for the SEC to develop a policy for public participation falls is provided for in §2.2-2648.D.9. of the *Code of Virginia* which states that the State Executive Council for Children's Services shall: *"Provide administrative support and fiscal incentives for the establishment and operation of local comprehensive service systems."*

The proposed repeal of Policy 4.3 removes a policy that has never been utilized, as the required funds have not been appropriated to allow for the activities addressed in this policy. The policy as it currently stands has no applicability. Additionally, Executive Order 19 calls for a 25% reduction in regulatory requirements. In examining policies that are discretionary and not currently relevant, the SEC is fulfilling the requirements of the Executive Order and acting in the spirit of the guidance set forth by the Office of Regulatory Management.

Summary of the Proposed/Revised Policy:

Policy 4.3 outlines a process where localities can utilize a portion of their state and local pool fund allocations to defray one-time program start-up costs for new or expanded CSA services which are designed to meet the needs of children and families. Because there is a potential fiscal impact of $2,000,000, the utilization of these funds is dependent upon the appropriation of the necessary funds. To date, there has not been any appropriation of these funds; therefore, the policy should be considered for repeal.

Preliminary Fiscal Impact Analysis:

Repeal of this policy has no fiscal impact as no funding has been appropriated for its implementation.

4.3 "Carve-Out" of Allocation for Development of New/Expanded Services *(Adopted April 30, 2013)*

In any 12-month period two or more localities may submit a proposal to allocate ('carve out') a portion of their state and local pool fund allocations to defray one-time program start-up costs for new or expanded CSA services which are designed to meet the needs of children and families and to maintain children in their home community. The allocation shall not exceed, per jurisdiction, $100,000 or 5% of their allocation in the fiscal year of application, whichever is smaller. Not more than $2,000,000 in state general funds may be used for this purpose.

Programs for which these funds may be applied must be designed to:

(a) provide CSA services for which a demonstrated need exists in the locality, based on assessment using the Service Gap Survey distributed by the OCS and align with the goals of the Commonwealth; and

(b) become financially self-sustaining beyond the start-up phase. Services designed to be supported through "fee for service" arrangements may be considered financially self-sustaining.

The proposal for use of funds shall be submitted to and approved by the OCS and will include, but not be limited to:

(a) description of the service,

(b) support for the need,

(c) cost assessment,

(d) evaluation of public/private collaborations,

(e) information related to financial sustainability of the program, and

(f) expected outcomes and mechanism for providing program evaluation.

All fiscal accountability requirements of CSA shall be applicable to use of funds.

Fiscal Impact: Implementation of this policy has the potential fiscal impact of $2,000,000. Implementation of the policy shall therefore be dependent upon appropriation of necessary funds.

State Executive Council (SEC) for Children's Services

Notice of Intent to Develop/Revise Policy

Approved for Public Comment by the SEC: June 13, 2024
Public Comment Period Ends: 5:00 PM, August 16, 2024

Number and Name of Proposed/Revised Policy:

Policy 4.5.2 – Time Frames Regarding CSA Pool Fund Reimbursement

Basis and Purpose of the Proposed/Revised Policy:

Section 2.2-2648.D.3 of the *Code of Virginia* requires the SEC to: "Provide for the establishment of interagency programmatic and fiscal policies developed by the Office of Children's Services, which support the purposes of the Children's Services Act (§ 2.2-5200 et seq.), through the promulgation of regulations by the participating state boards or by administrative action, as appropriate."

Additionally, Section 2.2-2648.D.19 of the Code of Virginia requires the State Executive Council for Children's Services (SEC) to "Establish and oversee the operation of an informal review and negotiation process with the Director of the Office of Children's Services and a formal dispute resolution procedure before the State Executive Council, which include formal notice and an appeals process, should the Director or Council find, upon a formal written finding, that a CPMT failed to comply with any provision of this Act. 'Formal notice' means the Director or Council provides a letter of notification, which communicates the Director's or the Council's finding, explains the effect of the finding, and describes the appeal process to the chief administrative officer of the local government with a copy to the chair of the CPMT. The dispute resolution procedure shall also include provisions for remediation by the CPMT that shall include a plan of correction recommended by the Council and submitted to the CPMT. If the Council denies reimbursement from the state pool of funds, the Council and the locality shall develop a plan of repayment."

The proposed changes to the existing policy 4.5.2 align the policy with the standard policy format adopted by the State Executive Council in September 2022 by adding sections 4.5.2.1 (Purpose), 4.5.2.2 (Authority), 4.5.2.3 (Definitions),

4.5.2.4(Pool Fund Reimbursements), and 4.5.2.5 (Policy Review), as well as footers to denote dates of Adoption, Effect, Revision, and page numbers.

The proposed changes include modifications to existing content that designate timeframes for final claims for reimbursement, the process for requesting final reimbursement submission waivers, and allow the OCS Executive Director to grant or decline waiver requests. The revised policy also requires localities to develop procedures related to regular reconciliation of local expenditures and pool fund distribution and the temporary unavailability of report preparers and/or fiscal agents.

Summary of the Proposed Policy:

Policy 4.5.2 provides guidance to local Children's Services Act (CSA) programs regarding the fiscal process related to pool fund reimbursement.

Preliminary Fiscal Impact Analysis:

There is no anticipated fiscal impact of the revisions to this policy on either the Commonwealth or local governments.

POLICY 4.5
FISCAL PROCEDURES

4.5.2 Times Frames Regarding CSA Pool Fund Reimbursement

4.5.2.1 Purpose

To provide guidance to local Children's Services Act (CSA) programs regarding the fiscal process related to pool fund reimbursement.

4.5.2.2 Authority

A. *2.2-2648.D.3 of the Code of Virginia requires the State Executive Council for Children's Services (SEC) to "Provide for the establishment of interagency programmatic and fiscal policies developed by the Office of Children's Services, which support the purposes of the Children's Services Act (§ 2.2-5200 et seq.), through the promulgation of regulations by the participating state boards or by administrative action, as appropriate."*
B. *Section 2.2-2648.D.19 of the Code of Virginia requires the State Executive Council for Children's Services (SEC) to "Establish and oversee the operation of an informal review and negotiation process with the Director of the Office of Children's Services and a formal dispute resolution procedure before the State Executive Council, which include formal notice and an appeals process, should the Director or Council find, upon a formal written finding, that a CPMT failed to comply with any provision of this Act. 'Formal notice' means the Director or Council provides a letter of notification, which communicates the Director's or the Council's finding, explains the effect of the finding, and describes the appeal process to the chief administrative officer of the local government with a copy to the chair of the CPMT. The dispute resolution procedure shall also include provisions for remediation by the CPMT, which shall include a plan of correction recommended by the Council and submitted to the CPMT. If the Council denies reimbursement from the state pool of funds, the Council and the locality shall develop a plan of repayment."*

4.5.2.3 Definitions

"Final Year-End Report" means the last request for reimbursement submitted by a locality to the OCS for the previous fiscal year.

"Fiscal Agent" means the individual designated by the locality as responsible for the final approval and submission of CSA financial documents to the Office of Children's Services.[1]

"Fiscal Year" means the period that begins on the first day of July through the last day of June of the succeeding year.

"Good Cause" means a substantial reason or legal justification for failing to appear, act, or respond to an action. The burden of establishing good cause rests on the locality requesting a waiver from the September 30 final year-end report.

- *Good cause may include:*
  - *A state of emergency declared by the President, Governor, or appropriate local authority that results in the closure of local government offices on September 30 or that otherwise limits a locality's ability to submit reimbursement requests before the September 30 deadline.*
  - *A documented failure of local information technology systems that prevents submission of reimbursement requests. Such failures occurring before September 30 should be communicated to the Office of Children's Services as soon as practicable upon discovery.*
  - *A failure of the OCS system of record for submitting reimbursement requests.*
  - *Instances where provider invoices to localities are delayed pending resolution of appeals of Medicaid denials of payment.*
- *Good cause does not include:*
  - *Failure to adopt, implement, and carry out local procedures to reconcile actual CSA reimbursements against expected reimbursements using local general ledgers, Pool Fund Distribution History, and the Pool Transaction History reports on the CSA website (www.csa.virginia.gov).*
  - *Failure of the local fiscal agent to approve reimbursements submitted by the local report preparer.*
  - *Failure to obtain and/or process invoices received from service providers for services provided through June 30 of the previous fiscal year. Fiscal years are divided into four quarters (July 1 - September 30; October 1 – December 31; January 1 – March 30; and April 1 – June 30).*

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[1] The OCS information technology systems allow only a single individual to serve as the fiscal agent at any given time. Localities should contact OCS if the currently designated local CSA fiscal agent cannot complete approval of reimbursement requests. OCS will assist the locality in establishing an alternate fiscal agent.

"Report Preparer" means the individual designated by the locality to process local CSA expenditures such that they may be submitted to the Fiscal Agent for approval and submission to the Office of Children's Services.[2]

"Waiver" means an extension of the time frame in which a locality may submit the final year-end report.

4.5.2.4 Pool Fund Reimbursements

a) ~~Final claims for reimbursements for prior year payments will not be accepted after the first quarter of the next fiscal year. *(Adopted June 30, 1995)*~~

b) ~~With the exception of the final year-end report referenced above, request for reimbursement of local pool expenditures must be submitted no later than thirty (30) days after the close of the quarter in which the expenditure was paid. Localities may continue to report as often as monthly, but must report at least every quarter. A report should be submitted at the end of the quarter even if it indicates no expenditures were made during that quarter. The state fiscal agent will be monitoring local compliance with this requirement and will advise local administrative officials if there is non-compliance. *(Adopted June 30, 1995)*~~

c) ~~Effective for the quarter ending September 30, 1995, localities that have not submitted their Quarterly Services Utilization report will have their pool reimbursements held in abeyance until the quarterly report is submitted. A notice will be mailed to the local fiscal agent advising that the reimbursement request is considered incomplete until the past due statistical data is received. The quarterly report will be mailed to the same address as the fiscal reports beginning with the September 30 report due on or before October 15. The CSA Evaluation staff will be sending each locality a revised minimal report format including a submission timetable and at that time will again remind localities of the fiscal impact of not submitting the statistical data. *(Adopted June 30, 1995)*~~

d) ~~Effective April 30, 1999 a locality may request a waiver to the September 30 final year-end report requirement, either by written request for an extension to the OCS prior to the September 30 cutoff date, or post September 30, only if local governments demonstrate mitigating circumstance beyond their control. *(Adopted April 30, 1999)*~~

e) ~~Expenditures and Refunds are reported according to the following expenditure reporting categories:~~

- ~~Foster Care - IV-E children in Licensed Residential Congregate Care ; pool expenditures for costs not covered by IV-E (i.e., non room-and-board)~~
- ~~Foster Care - all others in Licensed Residential Congregate Care~~
- ~~Residential Congregate Care – CSA Parental Agreements ; DSS Noncustodial Agreements~~
- ~~Non-Mandated Services/Residential/Congregate~~
- ~~Educational Services - Congregate Care~~

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[2] Localities should contact OCS if the currently designated local CSA report preparer(s) is/are unable to prepare reimbursement requests. OCS will assist the locality in establishing additional report preparers.

- ~~Treatment Foster Care – IV-E~~
- ~~Treatment Foster Care~~
- ~~Treatment Foster Care – CSA Parental Agreements ; DSS Noncustodial Agreements~~
- ~~Specialized Foster Care – IV-E ; Community Based Services~~
- ~~Specialized Foster Care~~
- ~~Family Foster Care – IV-E ; Community Based Services~~
- ~~Family Foster Care Maintenance only~~
- ~~Family Foster Care – Children receiving maintenance and basic activities payments; independent living Stipend/Arrangements~~
- ~~Community - Based Services~~
- ~~Community Transition Services – Direct Family Services to Transition from Residential to Community~~
- ~~Special Education Private Day Placement~~
- ~~Wraparound services for students with disabilities~~
- ~~Psychiatric Hospitals/Crisis Stabilization Units~~
- ~~Non-Mandated Services/Community-Based~~

  ~~*(Adopted 1994, Revised 1995, 1996, 1997, 1998, 1999, 2000, 2009, 2012)*~~

f) ~~Each Pool Fund Reimbursement Request requires certification of compliance with CSA requirements per the following: "The expenditures and refunds reported herein were incurred in accordance with provisions of the CSA, and have not been reported on a previous claim. Documentation is maintained to support the expenditure and refund amounts reported, and to demonstrate that each expenditure and refund was made on behalf of a specific child (or list of specific children) and complies with the CSA Manual, COV and Appropriation Act requirements including utilization management and FAPT criteria." *(Adopted 1995, Revised 1999)*~~

A. The Office of Children's Services will not accept final claims for reimbursements for prior year payments after September 30 of the next fiscal year.

B. Localities may submit requests for reimbursement to the Office of Children's Services monthly but must report at least every quarter. A reimbursement report shall be generated and submitted for each calendar month, even if it indicates no expenditures were made during that month.

C. A locality may request a waiver to the September 30 final year-end report requirement specified in 4.5.2.4.A. by:

1. *Submitting a written request to the OCS Executive Director before or after the September 30 cutoff date.*
2. *The OCS Executive Director will grant or decline a waiver based on their determination that "good cause" exists.*
3. *If a locality does not agree with the OCS Executive Director's determination of "good cause," they may request an appeal of the decision through the State Executive Council's dispute resolution policy (Policy 3.4).*

D. Localities shall adopt and implement procedures to reconcile actual CSA reimbursements against expected reimbursements using local general ledgers and the Pool Fund Distribution History, the Pool Transaction History, and other available reports on the CSA website (www.csa.virginia.gov).

E. Localities shall adopt procedures to address position vacancies, including temporary unavailability, in the roles of Report Preparer and/or Fiscal Agent that impact the timely submission of the CSA reimbursement requests.

4.5.2.5 Policy Review

This policy will be subject to periodic review by the State Executive Council for Children's Services.

VIRGINIA ACTS OF ASSEMBLY -- 2024 SESSION

CHAPTER 662

An Act to amend and reenact § 63.2-900.1 of the Code of Virginia and to amend the Code of Virginia by adding in Chapter 15 of Title 63.2 an article numbered 7, consisting of sections numbered 63.2-1531 through 63.2-1536, relating to kinship foster care; alternative living arrangements; Parental Child Safety Placement Program established.

[S 39]

Approved April 8, 2024

Be it enacted by the General Assembly of Virginia:

1. That § 63.2-900.1 of the Code of Virginia is amended and reenacted and that the Code of Virginia is amended by adding in Chapter 15 of Title 63.2 an article numbered 7, consisting of sections numbered 63.2-1531 through 63.2-1536, as follows:

§ 63.2-900.1. Kinship foster care.

A. *When placing a child, the local board shall first consider placement with a kinship foster parent.*

B. The local board shall, in accordance with regulations adopted by the Board, determine whether the child has any relative who may be eligible to become a kinship foster parent. Searches for relatives eligible to serve as kinship foster parents shall be conducted at the time the child enters foster care, at least annually thereafter, and prior to any subsequent changes to the child's placement setting. The local board shall take all reasonable steps to provide notice to such relatives of their potential eligibility to become kinship foster parents and explain any opportunities such relatives may have to participate in the placement and care of the child, including opportunities available through kinship foster care or kinship guardianship.

If a relative requests to become the child's kinship foster parent, the local board shall provide the relative with any forms or materials that must be submitted in order to become a kinship foster parent within no more than 15 days of such request. If the relative's request to become a kinship foster parent is denied, the local board shall provide to the relative (i) a clear and specific explanation of the reasons for such denial, (ii) a statement that such denial is appealable pursuant to § 63.2-915, and (iii) information regarding the procedure for filing such appeal.

~~B.~~ *C. If a local board does not place a child with an approved kinship foster parent, the local board shall file an exception report with the Commissioner within 72 hours of placement. For the purposes of this section, an exception report is defined as a report that has been approved by a director of a local department prior to placing a child in a non-kinship foster care placement and documents all known relatives and fictive kin of the child, all efforts of the local board to locate relatives and fictive kin of the child, and the reasons why the child was not placed with relatives.*

D. Kinship foster care placements pursuant to this section shall be subject to all requirements of, and shall be eligible for all services related to, foster care placement contained in this chapter. Subject to approval by the Commissioner, a local board may grant a waiver of the Board's standards for foster home approval, set forth in regulations, that are not related to safety. Training requirements may be waived for purposes of initial approval; however, such training requirements shall be completed within six months of the initial approval. If a local board determines that training requirements are a barrier to placement with a kinship foster parent and that placement with such kinship foster parent is in the child's best interest, the local board shall submit a waiver request to the Commissioner. Waivers granted pursuant to this subsection shall be considered and, if appropriate, granted on a case-by-case basis and shall include consideration of the unique needs of each child to be placed. Upon request by a local board, the Commissioner shall review the local board's decision and reasoning to grant a waiver and shall verify that the foster home approval standard being waived is not related to safety. If the Commissioner grants the waiver and allows approval of the home in accordance with Board regulations, the child may be placed in the home immediately. The approval or disapproval by the Commissioner of the local board's waiver shall not be considered a case decision as defined in § 2.2-4001.

~~C.~~ *E.* The kinship foster parent shall be eligible to receive payment at the full foster care rate for the care of the child.

~~D.~~ *F.* During the process of determining whether a person should be approved as a kinship foster parent, a local board shall not require that the child be removed from the physical custody of the kinship foster parent who is the subject of such approval process, provided the placement remains in the child's best interest.

~~E.~~ *G.* A child placed in kinship foster care pursuant to this section shall not be removed from the physical custody of the kinship foster parent, provided that the child has been living with the kinship foster parent for six consecutive months and the placement continues to meet approval standards for foster care, unless (i) the kinship foster parent consents to the removal; (ii) removal is agreed upon at a

family partnership meeting as defined by the Department; (iii) removal is ordered by a court of competent jurisdiction; or (iv) removal is warranted pursuant to § 63.2-1517.

~~F.~~ *H.* For purposes of this section, "relative" means an adult who is (i) related to the child by blood, marriage, or adoption or (ii) fictive kin of the child.

Article 7.

Parental Child Safety Placement Program.

§ 63.2-1531. Definitions.

For the purposes of this article, unless the context requires a different meaning:

"Alternative living arrangement" means an arrangement whereby custody of a child is temporarily transferred to a caregiver in conjunction with an alternative living arrangement service plan.

"Alternative living arrangement service plan" means a plan developed by the local department and the family that describes the services identified to meet the safety needs of the child and to address the issues identified by the local department that necessitated the parental child safety placement arrangement and any subsequent court-approved removal of the child from his home.

"Caregiver" means a relative of the child as defined in subsection H of § 63.2-900.1 other than the child's parent, guardian, or legal custodian.

"In-Home Services" means services that (i) address child safety and risk factors; (ii) preserve families by maintaining the child's safety at home or in the home of a caregiver; (iii) prevent further abuse or neglect of the child; (iv) reduce or eliminate re-traumatization of the child or family; (v) maintain the child's current living arrangement and community culture; or (vi) otherwise promote the child's well-being, safety, and permanence.

"Parental child safety placement arrangement" means a temporary out-of-home placement of a child with a caregiver that is arranged by the child's parent, guardian, or legal custodian in accordance with a written agreement approved by the local department that ensures the safety of the child.

"Program" means the Parental Child Safety Placement Program established pursuant to § 63.2-1532.

§ 63.2-1532. Parental Child Safety Placement Program; established.

The Parental Child Safety Placement Program is established to prevent unnecessary entry into foster care by promoting and supporting placements with relatives and fictive kin and requiring accountability for pre-court placements of children. A local department may facilitate a parental child safety placement arrangement in accordance with the provisions of this article if (i) a family assessment or investigation has been initiated in response to a valid complaint alleging that the child has been abused or neglected; (ii) the safety assessment conducted by the local department indicates that a child cannot remain safely in the home; and (iii) the child's parent, guardian, or legal custodian is in agreement with the parental child safety placement arrangement.

§ 63.2-1533. Parental child safety placement agreement; terms.

A. A parental child safety placement agreement shall include provisions describing the following:

1. The facts and circumstances that provide the basis for the safety assessment indicating that the child cannot remain safely in the home;

2. The responsibilities of the child's parent, guardian, or legal custodian and the caregiver, including a plan for how the caregiver will access necessary medical treatment, mental health services, and appropriate educational services for the child;

3. Visitation arrangements for the child's parent, guardian, or legal custodian, including supervised visitation as necessary, and other methods by which the child's parent, guardian, or legal custodian may contact the child;

4. The responsibilities of the local department, including (i) any services to be provided to the child, the child's parent, guardian, or legal custodian, and the caregiver and (ii) a requirement that the local department visits the caregiver's home (a) within two weeks of the placement and (b) thereafter in accordance with Board regulations;

5. The date on which the agreement will terminate unless terminated sooner or extended to a subsequent date as provided in this article; and

6. Any other terms the local department determines necessary for the safety and welfare of the child.

B. A parental child safety placement agreement shall contain the following:

1. A statement that the child's parent, guardian, or legal custodian voluntarily consents to the parental child safety placement arrangement and that such consent is not an admission of child abuse or neglect on such person's part;

2. A statement that the agreement may be terminated by any party, at any time, and for any reason and a statement that, upon such termination, the local department may take actions to protect the child, including the removal of the child pursuant to the provisions of this title;

3. A statement that the child's parent, guardian, or legal custodian and the caregiver may seek legal counsel prior to entering into the agreement;

4. A statement that the child's parent, guardian, or legal custodian and the caregiver have the right to refuse to enter into the agreement; and

5. A statement that the local department has notified the child's parent, guardian, or legal custodian and the caregiver of the alternative option for the child to enter foster care and the potential for the

caregiver to become an approved kinship foster parent.

C. Prior to signing the parental child safety placement agreement, the local department shall notify the caregiver of any financial assistance available to the caregiver through the Program for the period of time that the agreement is in place.

D. A parental child safety placement agreement shall be in writing and signed by the child's parent, guardian, or legal custodian, the caregiver, and the local department.

E. The local department shall provide a written copy of the parental child safety placement agreement to the child's parent, guardian, or legal custodian and the caregiver.

F. The local department shall include a scanned copy of the parental child safety placement agreement in the case record.

G. The term of the parental child safety placement agreement shall be no more than 90 days from the date the agreement is signed, which shall, as applicable, run concurrently with the time necessary to complete the child protective services investigation or family assessment. A parental child safety placement agreement may be extended, but such extension shall not exceed one additional 90-day period and the reason for such extension shall be documented in the case record. Prior to any extension, the local department shall conduct a facilitated meeting and perform a safety assessment to determine whether (i) the child should be returned home, (ii) the agreement should be extended, or (iii) the local department should seek a child protective order or other court action.

H. The In-Home Services case shall remain open for the duration of the parental child safety placement agreement.

§ 63.2-1534. Caregiver assessment.

A. The local department shall assess the proposed caregiver and determine whether the proposed caregiver (i) is willing and qualified to receive and care for the child; (ii) is willing to have a positive, continuous relationship with the child; and (iii) is willing and has the ability to protect the child from abuse and neglect. Such assessment shall include requirements for (a) inquiry into the criminal and child protective services history of each adult in the proposed caregiver's household and (b) an assessment of the caregiver's home environment in accordance with Board regulations.

B. The local department shall document the results of the assessment of the proposed caregiver and his home environment in the case record.

C. If, after conducting the assessment of the proposed caregiver, the local department determines that it is not in the child's best interests to be placed with the proposed caregiver, the local department shall notify the child's parent, guardian, or legal custodian and the proposed caregiver of the reasons for the local department's determination but may not disclose the results of any criminal or child protective services history unless the proposed caregiver consents to such disclosure.

§ 63.2-1535. Termination of the parental child safety placement agreement and the alternative living arrangement.

A. Prior to the conclusion of a parental child safety placement agreement, the local department shall reassess the safety of the child if the child were to be returned home.

B. If it is determined that the child can be safely returned home prior to or at the conclusion of the parental child safety placement agreement, the local department shall develop a safety plan with the child's parent, guardian, or legal custodian and the caregiver for the safe return of the child to the child's parent, guardian, or legal custodian or to another legal custodian. The local department may take the following actions if it is determined that continued services are required for the child to safely return home:

1. Maintain an open In-Home Services case for continued services with the agreement of the child's parent, guardian, or legal custodian; or

2. Seek a child protective order or other court action to order continued services if the child's parent, guardian, or legal custodian does not agree to the In-Home Services case remaining open for continued services.

C. If it is determined that the child cannot be safely returned home at the conclusion of the parental child safety placement agreement, the local department shall seek removal of the child from the child's parent, guardian, or legal custodian, upon a petition alleging abuse or neglect pursuant to § 16.1-251 or 16.1-252.

1. Prior to the first court hearing, the local department shall make reasonable efforts to convene a facilitated meeting that includes the child's parent, guardian, or legal custodian, the caregiver, and the child, if 12 years of age or older, to collaboratively develop an alternate living arrangement service plan. During such meeting, the local department shall notify the child's parent, guardian, or legal custodian and the caregiver of all possible options for the care of the child, to include foster care, kinship foster care, and the transfer of temporary custody to the caregiver.

2. If the court orders temporary custody of the child to the caregiver, the local department may continue to provide services to the caregiver and child through an In-Home Services case, consistent with the alternate living arrangement service plan. At the dispositional hearing of the local department's petition, if the child cannot be safely returned to the child's parent, guardian, or legal custodian, the local department shall either:

a. If reunification of the child with the child's parent, guardian, or legal custodian remains the plan, request that the court continue temporary custody of the child with the caregiver, if appropriate, and enter such terms and conditions that would promote the child's interest and welfare, provide ongoing services to the family, and provide for further court review of the child's placement in accordance with the court's authority in subdivision A 1 of § 16.1-278.2; or

b. If reunification of the child with the child's parent, guardian, or legal custodian is no longer the plan, request the court to enter a final order of custody to the caregiver. If further services are necessary to ensure the child's safety and welfare with the caregiver, the local department may keep the case open as an In-Home Services case until stability for the child is achieved.

3. If the court denies the removal of the child, the local department shall seek a child protective order to provide continued services for the child and the child's parent, guardian, or legal custodian to ensure the child's safety and welfare. If the child protective order is granted, the case shall remain open as an In-Home Services case.

4. The alternate living arrangement service plan shall include provisions describing the following:

a. The facts and circumstances that provide the basis for the safety assessment indicating that the child cannot remain safely in the home;

b. The responsibilities of the child's parent, guardian, or legal custodian and the caregiver;

c. Visitation arrangements for the child's parent, guardian, or legal custodian and conditions under which and methods by which the child's parent, guardian, or legal custodian may contact the child;

d. The responsibilities of the local department, including any services to be provided to the child, the child's parent, guardian, or legal custodian, and the caregiver; and

e. Any other term the local department determines necessary for the safety and welfare of the child.

§ 63.2-1536. General provisions.

A. Nothing herein shall be deemed to prohibit the local department from seeking any other appropriate court action at any time to protect the health and welfare of the child.

B. Nothing herein shall be deemed to prohibit a caregiver or other person with a legitimate interest from petitioning the court for custody of the child. If the caregiver petitions for custody, the local department shall make reasonable efforts to conduct a facilitated meeting to discuss the continuation of services for the child and family.

2. That the provisions requiring a local board to file an exception report, established pursuant to § 63.2-900.1 of the Code of Virginia, as amended by this act, shall become effective on January 1, 2025.

3. That the State Board of Social Services (the Board) shall promulgate regulations to implement the provisions of this act by January 1, 2025. Such regulations shall include provisions regarding the manner in which Parental Child Safety Placement Program payments are prioritized based on available funding. The Board's initial adoption of such regulations and any other regulations necessary to implement the provisions of this act shall be exempt from the Administrative Process Act (§ 2.2-4000 et seq. of the Code of Virginia), except that the Board shall provide an opportunity for public comment on such regulations prior to adoption.

From:	Mucha, Marsha (CSA)
To:	Mucha, Marsha (CSA)
Subject:	"[External]"Kinship Support Funds
Date:	Thursday, June 13, 2024 4:09:12 PM
Attachments:	Outlook-2hf53qoz.png

Good afternoon,

Please see below the Virginia Department of Social Services (VDSS) Broadcast regarding funding that will be made available by VDSS for local Departments of Social Services (LDSS) effective July 1, 2024 to assist in the support of relative/fictive kin foster parents. Children in foster care who are placed with relatives/fictive kin who are going through the foster parent approval process or approved as foster parents are eligible for $250 per child each quarter. This funding is intended to assist the kinship/fictive kin foster parents with basic necessities such as, but not limited to, furniture, bedding, home modifications, and transportation. The funding may also be used by the LDSS to support kinship specialists/ kinship navigators or training for LDSS staff on training specific to kinship care. Please note this funding is for foster children placed in kinship foster homes and not for use with children in short-term kinship arrangements through the Parental Child Safety Program (more information to come on that!)

Please review the Broadcast for additional details.

Thank you,

Carol

Carol Chenault Wilson
Senior Program Consultant
Office of Children's Services
1604 Santa Rosa Road, Suite 137, Richmond, VA 23229
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Virus scanning is recommended and is the responsibility of the recipient.

From: DSS DO NOT REPLY <donotreply@dss.virginia.gov>

Sent: Tuesday, June 11, 2024 9:34 AM
To: Wilson, Carol (CSA) <carol.wilson@csa.virginia.gov>
Subject: Kinship Support Funds

Kinship Support Funds

Categories: Family Services
The purpose of this broadcast is to inform local departments of social services (LDSS) that effective July 1, 2024 agencies will be eligible to receive Kinship Support Funds.
LDSS will be eligible for $250 (including 15.5 percent local match) each time children ages 0-17 enter foster care and are placed with kinship resource parents or when children already in foster care and transition to a kinship resource parent. The first quarter of FY 2025 allocations will include Kinship Support payments of $250 for every child in foster care who is placed with a kinship resource parent at the conclusion of the quarter (August 2024). Thes Beginning in Quarter 2 (September-November) LDSS will receive Kinship Support Fund payments of $250 for all children who enter care during that quarter and are placed with a kinship resource parent or who transition to a kinship resource parent during the quarter.
The information for each quarter will be pulled and support funds sent out one month after the quarter ends to allow time for entering all placements in Oasis. For example, Q1 data (June-August) will be pulled and funds uploaded in October.
To be eligible for the Kinship Support Funds, the new placement must be correctly labelled in Oasis as a Relative or Fictive Kin home and the placement must be entered before the quarterly data pull.
Kinship Support Funds will be uploaded to budget line 855 and are to assist with costs for local staff expenses related to supporting kinship resource parents such as dedicated kinship specialists or kinship navigators or for staff training specific to kinship work. Funds can also be utilized for other administrative expenses associated with placing a youth in a kinship home such as travel expenses for staff placing a child out of the area/out of state.
Funds can also be used to provide direct service to kinship resource parents and funds used for that purpose should be transferred to BL829. Examples of allowable expenses include items the kinship resource parents need to house the children (such as appropriate bedding, furniture, or modifications to the home), groceries for the family, transportation to appointments (both for the kinship resource parent or the child), babysitting costs while daycare is being arranged or any other expense associated with children entering the home.
Please contact your Regional Resource Family Consultant with any questions.

Central	**Tonya Belcher**	tonya.belcher@dss.virginia.gov	(804) 305-9401
Eastern	**Mallory Kennedy**	Mallory.kennedy@dss.virginia.gov	(757) 409-1812
Northern	**Jes Hopson**	Jes.hopson@dss.virginia.gov	(540) 422-6005
Piedmont	**Marnie Allen**	marnie.allen@dss.virginia.gov	(434) 944-2992
Western	**Shawn Bush**	shawn.a.bush@dss.virginia.gov	(276) 698-8004

Unsubscribe

FY 2024 CSA Service Gap Survey

(Follow-up to FY 2023 Gap Survey)

The CSA Service Gap Survey

- Section 2.2-5211.1.2 of the Code of Virginia requires that: "The community policy and management team shall report annually to the Office of Children's Services on the gaps in services needed to keep children in the local community and any barriers to the development of those services." This requirement led to the implementation of the annual CSA Service Gap Survey, which has been in place since 2007.

- Beginning in 2017, the process was revised to require that a full survey be completed only in odd-numbered years. In even-numbered years, localities review their previous year's submission and provide an update.

- FY2024 represents the follow-up to the complete survey from FY2023 which is available at:

  FY2023 CSA Service Gap Survey

- FY2024 surveys were distributed to localities that submitted responses to the FY2023 survey. Respondents were asked to report whether gaps from last year's survey had increased, decreased, or remained the same, and to identify any new gaps.

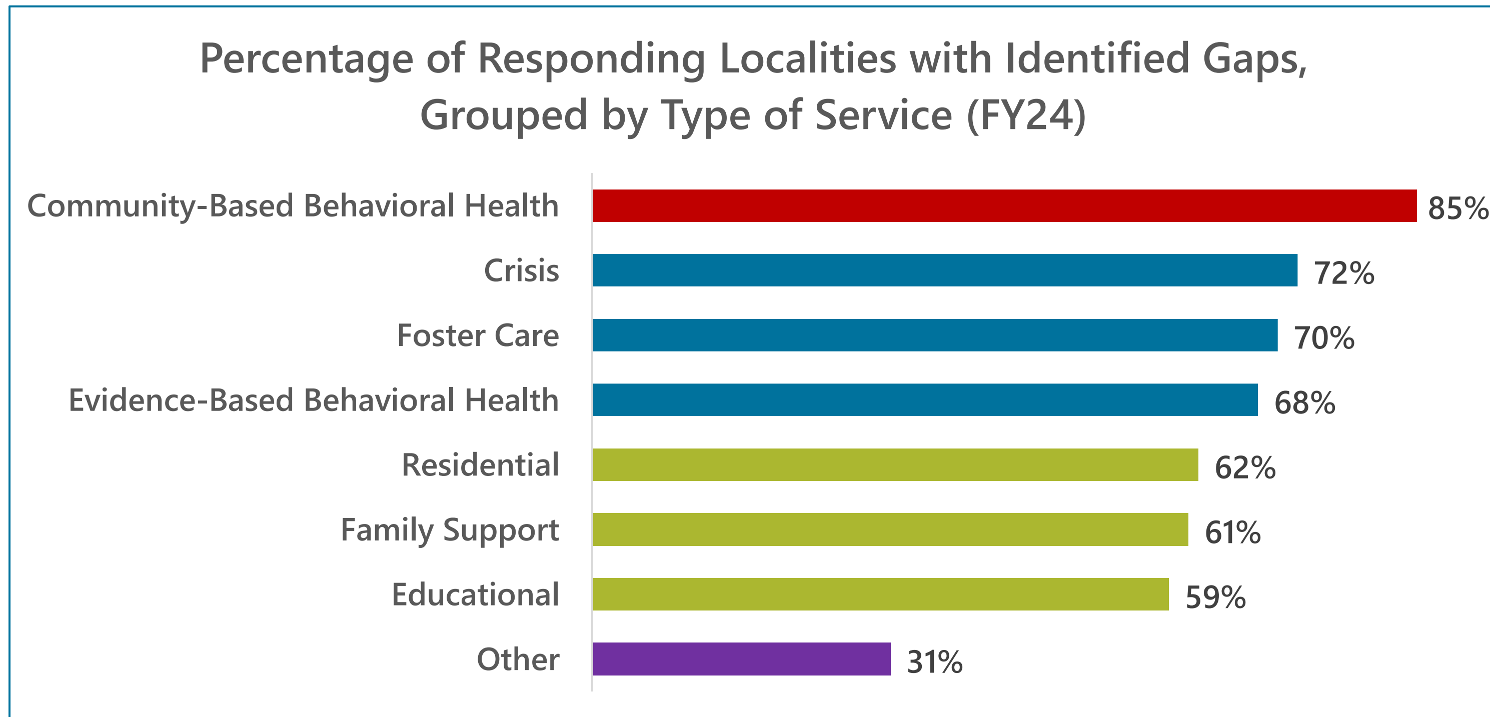
Key Findings

- The **top three service gap groupings** identified by localities were Community-Based Behavioral Health, Crisis Services, and Foster Care.
- The **most frequently identified service gaps** for FY2024 were Crisis Intervention/Crisis Stabilization (58%), Family Foster Care Homes (57%), and Applied Behavior Analysis (51%).
- The top three services most frequently identified by localities as **increased gaps** were Multi-systemic Therapy (46% of localities that reported the gap in FY2023), Family Support Partner (44%), and Family Foster Care Homes (42%).
- The top three services identified by localities as **decreased/resolved gaps** were Motivational Interviewing (43% of localities that reported the gap in FY2023), Parent Child Interaction Therapy (23%), and School-based Mental Health Services (21%).
- The top three services identified by localities as **new gaps** (among localities that did not select these service gaps last year) were Family Foster Care Homes (24% of localities that did not report this gap in FY2023), Functional Family Therapy (22%), and Respite (22%).

Key Findings, continued

- A majority of respondents (ranging from 66% to 80%, depending on the barrier) did not change their barrier rating from the FY2023 value.
- The average rating regarding barriers to developing needed services increased between for Provider Availability, Transportation, and Funding from FY2023 to FY2024 .
- Lack of Information/Data had the largest percentage of respondents (16%) who reported increased barrier ratings, compared to FY2023. Higher ratings indicate an increase in the perceived impact of this barrier to developing needed services over the last year.
- Lack of Collaboration/Consensus had the largest percentage of respondents (22%) who submitted decreased barrier ratings, compared to FY2023. Lower ratings indicate a decrease in the perceived impact of this barrier over the last year.

Reported Gaps: Most Prevalent Service Groups (FY2024)

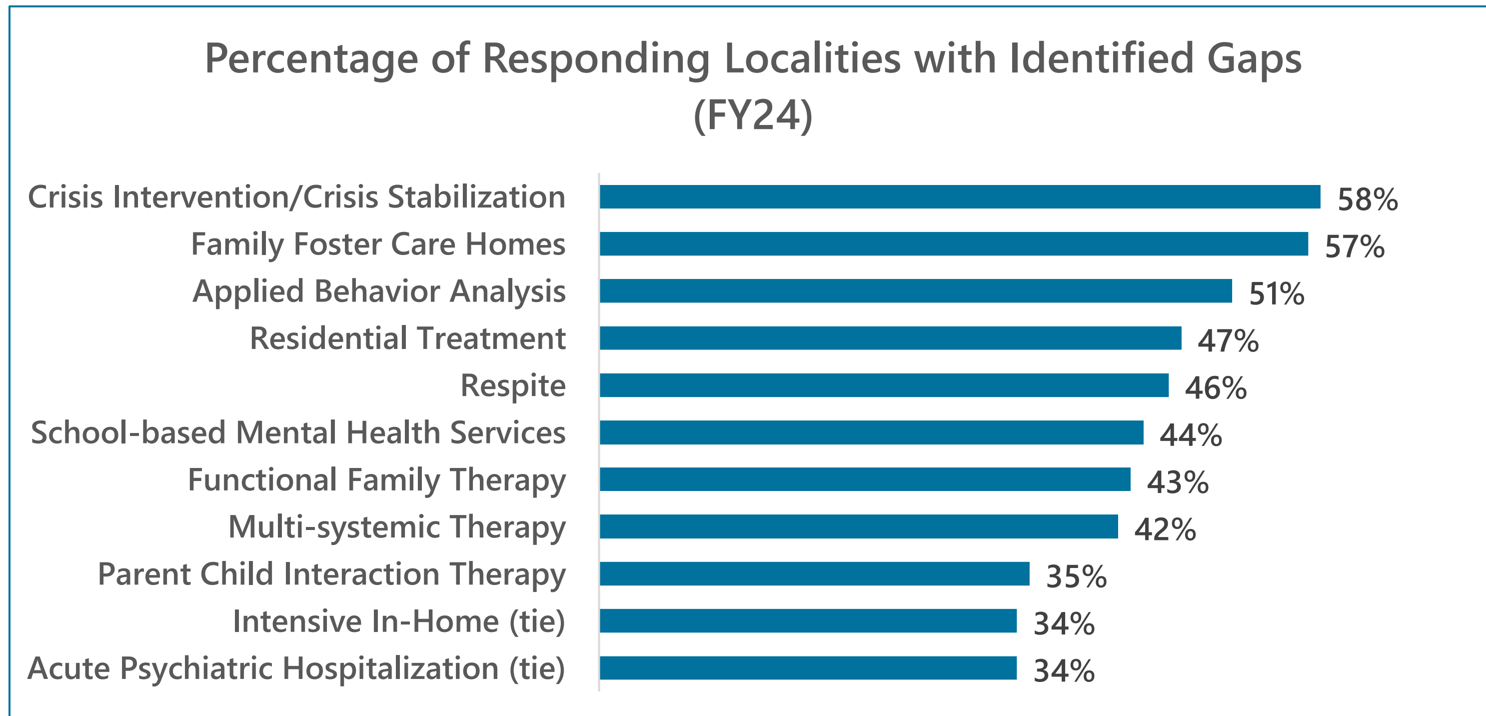


Note: If a locality selected at least one critical service gap within the service type groups displayed above, they were counted for this measure. The number of responding localities represents the count of localities that submitted survey responses; bar chart values represent the percentage of responding localities with a critical gap identified for that service type.

Number of Responding Localities: 98

Office of Children's Services
Empowering communities to serve youth

Top 10 Most Prevalent Reported Service Gaps (FY2024, ungrouped)



Note: If a locality responded with a status (increased/decreased/remained the same/new gap) they were counted for this measure. The number of responding localities represents the count of localities that submitted survey responses; bar chart values represent the percentage of responding localities with a critical gap identified for that service type.

Number of Responding Localities: 98

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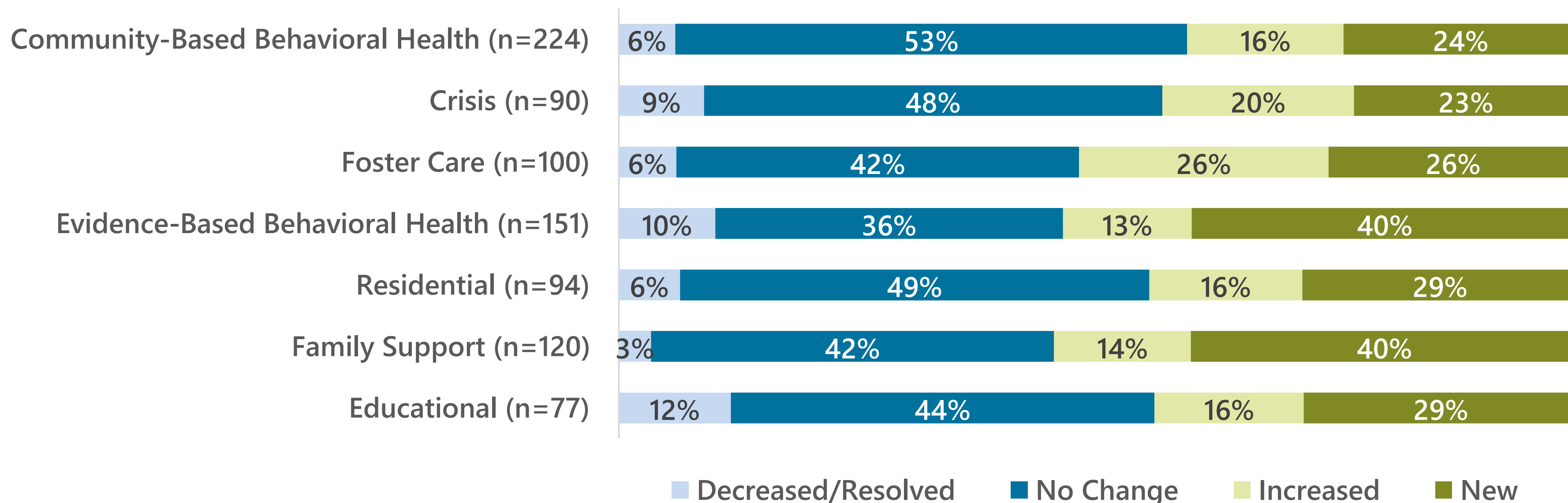
Response Prevalence by Service Grouping (FY2024)



<u>Note</u>: Percentages above reflect the proportion of each response option, among provided responses (if a locality did not provide a response of decreased gap, resolved gap, no change in gap, increased gap, or new gap, the response was not included in the denominator of the measure). The number of responses received for each service grouping is shown as the n value for each bar. Using the top bar as an example, the chart shows that among the 224 responses received for all services grouped into 'Community-Based Behavioral Health', 24% noted a new service gap for FY24. Response counts are dependent on the number of services assigned to each group, and whether localities provided a response for the service or left the response blank to indicate that the service gap did not apply to their locality.

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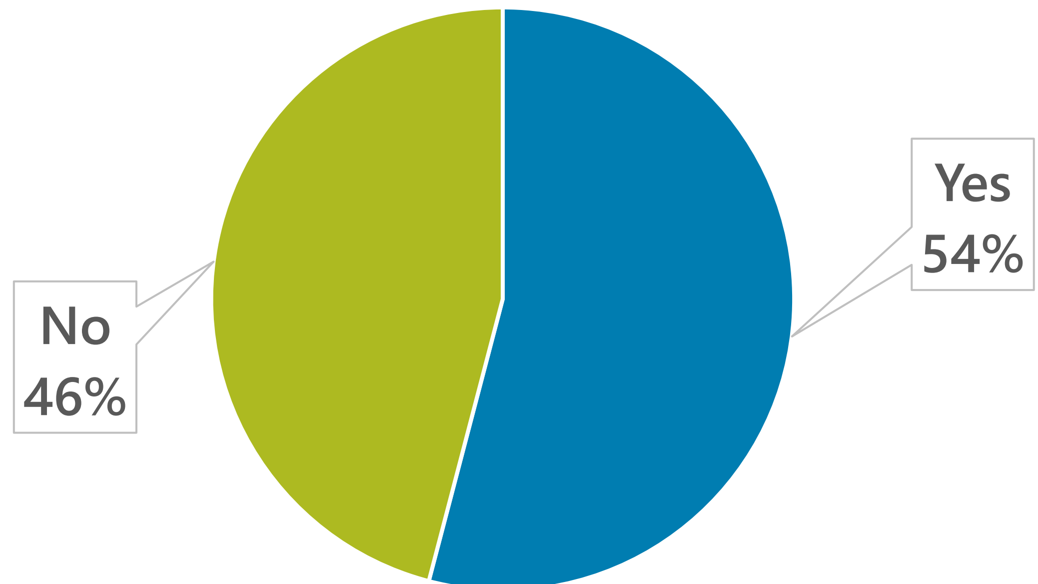
Have any gaps identified in FY2023 *increased* in FY2024?

N=98



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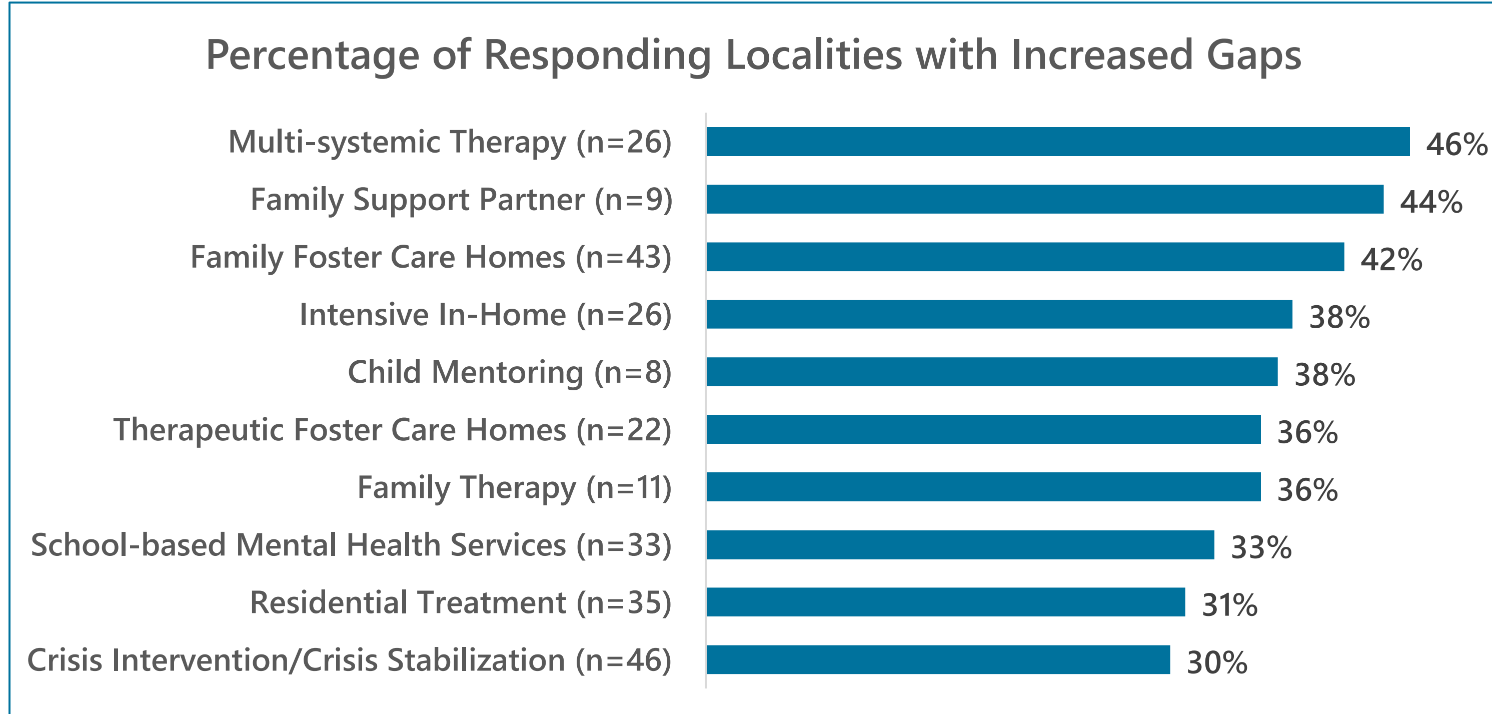
Top 10 Service Gaps that *Increased* in FY2024

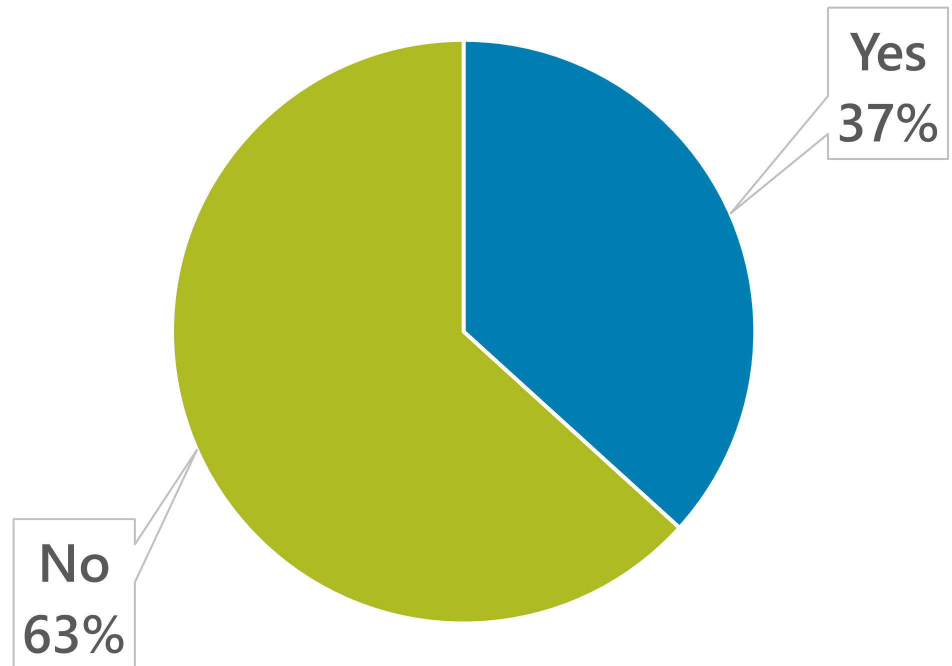


Note: Localities that reported a gap in their FY23 survey results are included in the denominator for each service percentage (n value reported with each service name). The percentages above reflect the proportion of localities with a reported gap in FY23 who also reported that the gap increased *in FY24. Using Multi-systemic Therapy as an example, the chart indicates that 46% of the 26 localities that reported MST as a service gap in FY23 reported that this service gap increased in FY24.*

Have any of the FY2023 service gaps *increased* in FY2024?

	Yes	Percent Yes	No	Percent No	Total
Central	8	36%	14	64%	22
Eastern	10	56%	8	44%	18
Northern	15	71%	6	29%	21
Piedmont	13	62%	8	38%	21
Western	7	44%	9	56%	16
Statewide	**53**	**54%**	**45**	**46%**	**98**

Have any of the service gaps identified in FY2023 *decreased or been resolved* in FY2024?



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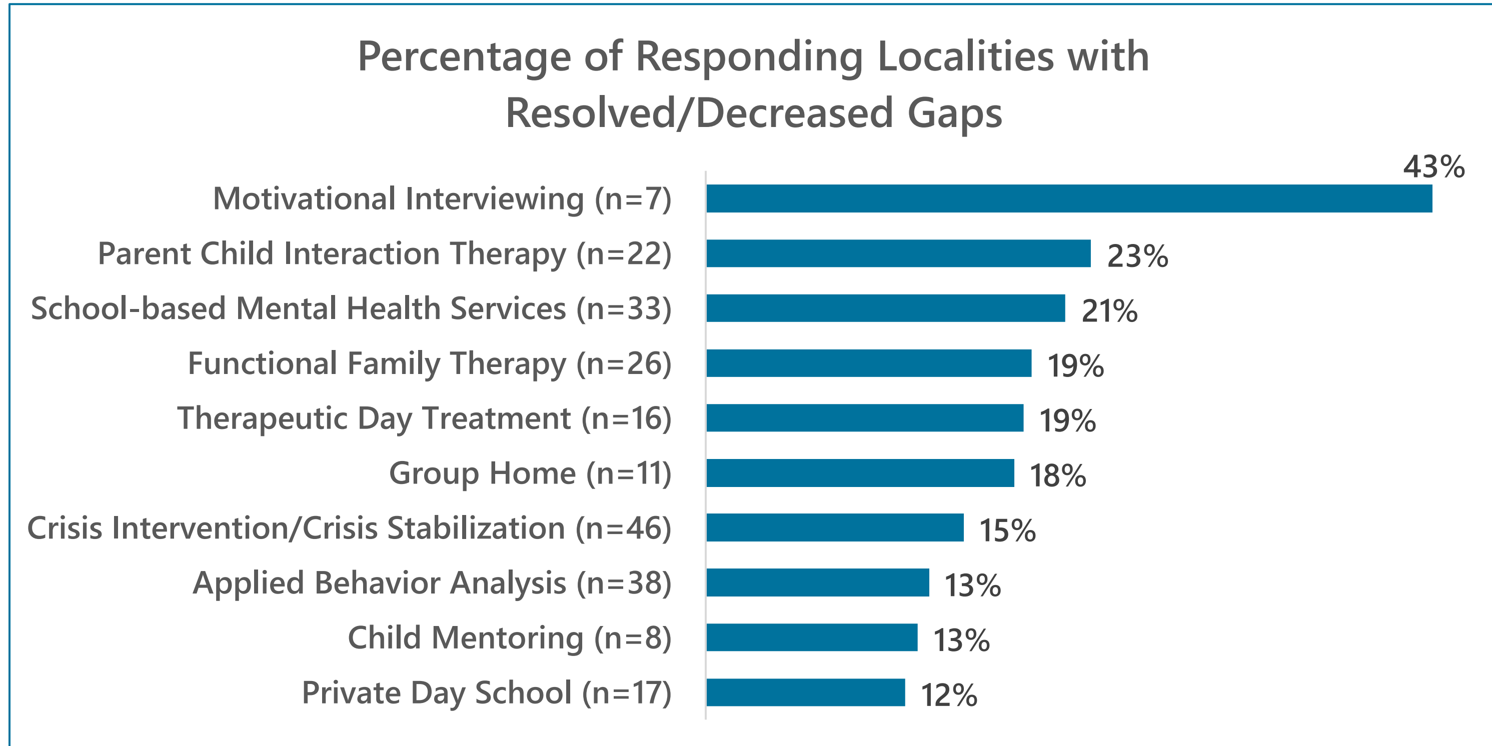
Top 10 Service Gaps that *Resolved/Decreased* in FY2024



Note: Localities that reported a gap in their FY23 survey results are included in the denominator for each service percentage (n value reported with each service name). The percentages above reflect the proportion of localities with a reported gap in FY23 who also reported that the gap decreased or resolved *in FY24. Using Motivational Interviewing as an example, the chart indicates that 43% of the seven localities that reported MI as a service gap in FY23 reported that this service gap decreased or resolved in FY24.*

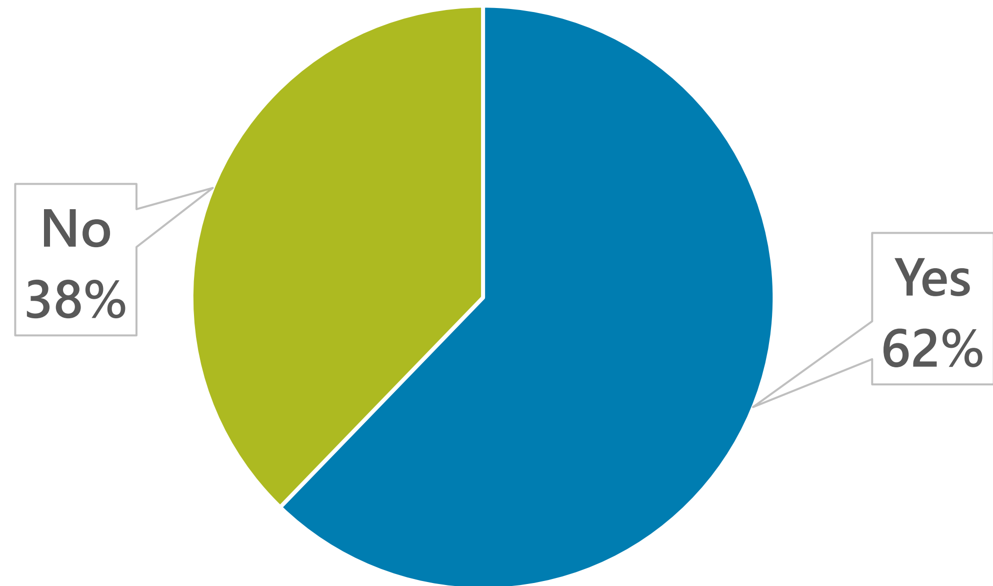
Have any of the FY2023 service gaps been *resolved/decreased* in FY2024?

	Yes	Percent Yes	No	Percent No	Total
Central	13	59%	9	41%	22
Eastern	5	28%	13	72%	18
Northern	5	24%	16	76%	21
Piedmont	5	24%	16	76%	21
Western	8	50%	8	50%	16
Statewide	**36**	**37%**	**62**	**63%**	**98**

Are there any *new* service gaps identified for FY2024?

Statewide

N=98



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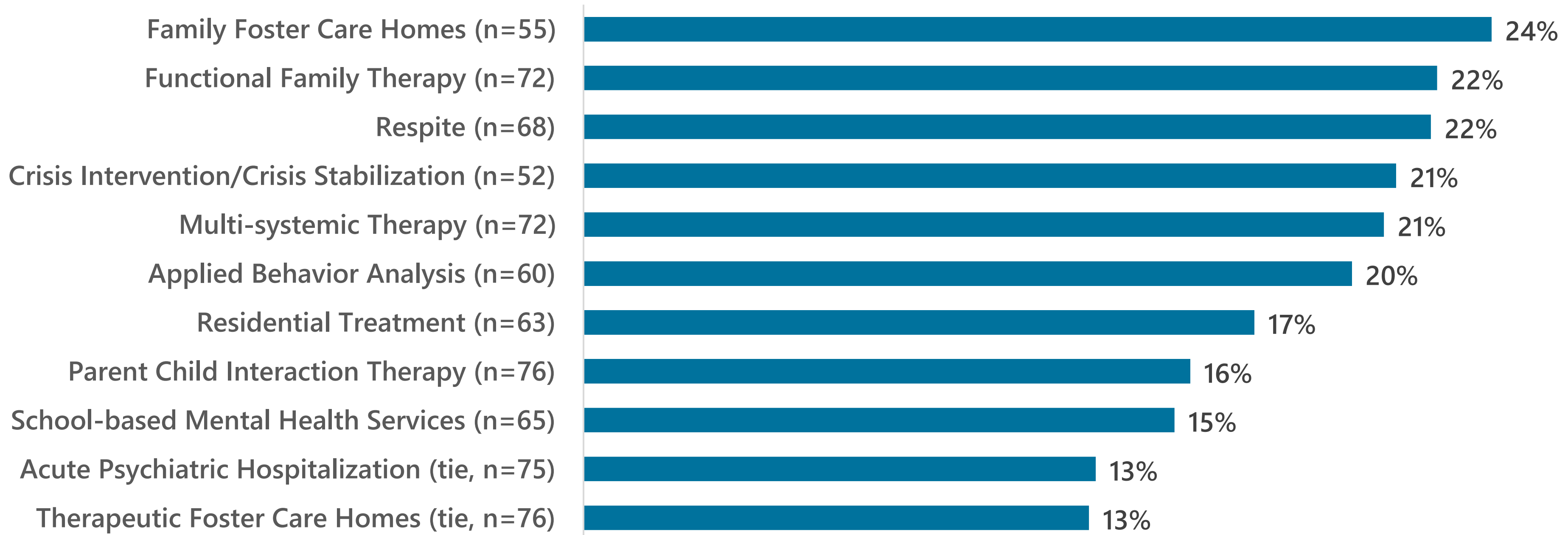
Top 10 *New* Service Gaps in FY2024



Note: Localities that did not report a gap in their FY23 survey results are included in this measure (n value reported with each service name). The percentages above reflect the proportion of localities with a new gap in FY24 that was not identified in FY23. Using Family Foster Care Homes as an example, the chart indicates that 24% of the 55 localities that did not report Family Foster Care Homes as a gap in FY23 reported it as a new service gap in FY24.

Word cloud of "other" new service gaps

culturally diverse staff
post-pandemic anxiety
self-harm
interpreters
family check-up
psychosexual assessments
outpatient providers
dbt
family centered therapy
sex offender treatment
neurodevelopmental pediatrician
post-pandemic depression
individual therapy
iop
youth illegal activities
person
consistent staff
psychological evaluations
internet availability
anger
non-english speaking youth
substance use services
aggressive youth
increased substance use
grief counseling
youth conduct
bilingual providers
c-stop
management
counseling providers
emdr
transportation
short term acute placements
residential for autism spectrum
serious behavioral health needs among younger children
fentanyl overdoses
affordable housing
parenting providers
home-based teachers
anger management
child care
truancy services
emergency placements
sexually reactive services

Are there *new* service gaps for FY2024?

	Yes	Percent Yes	No	Percent No	Total
Central	13	59%	9	41%	22
Eastern	11	61%	7	39%	18
Northern	11	52%	10	48%	21
Piedmont	18	86%	3	14%	21
Western	8	50%	8	50%	16
Statewide	**61**	**62%**	**37**	**38%**	**98**

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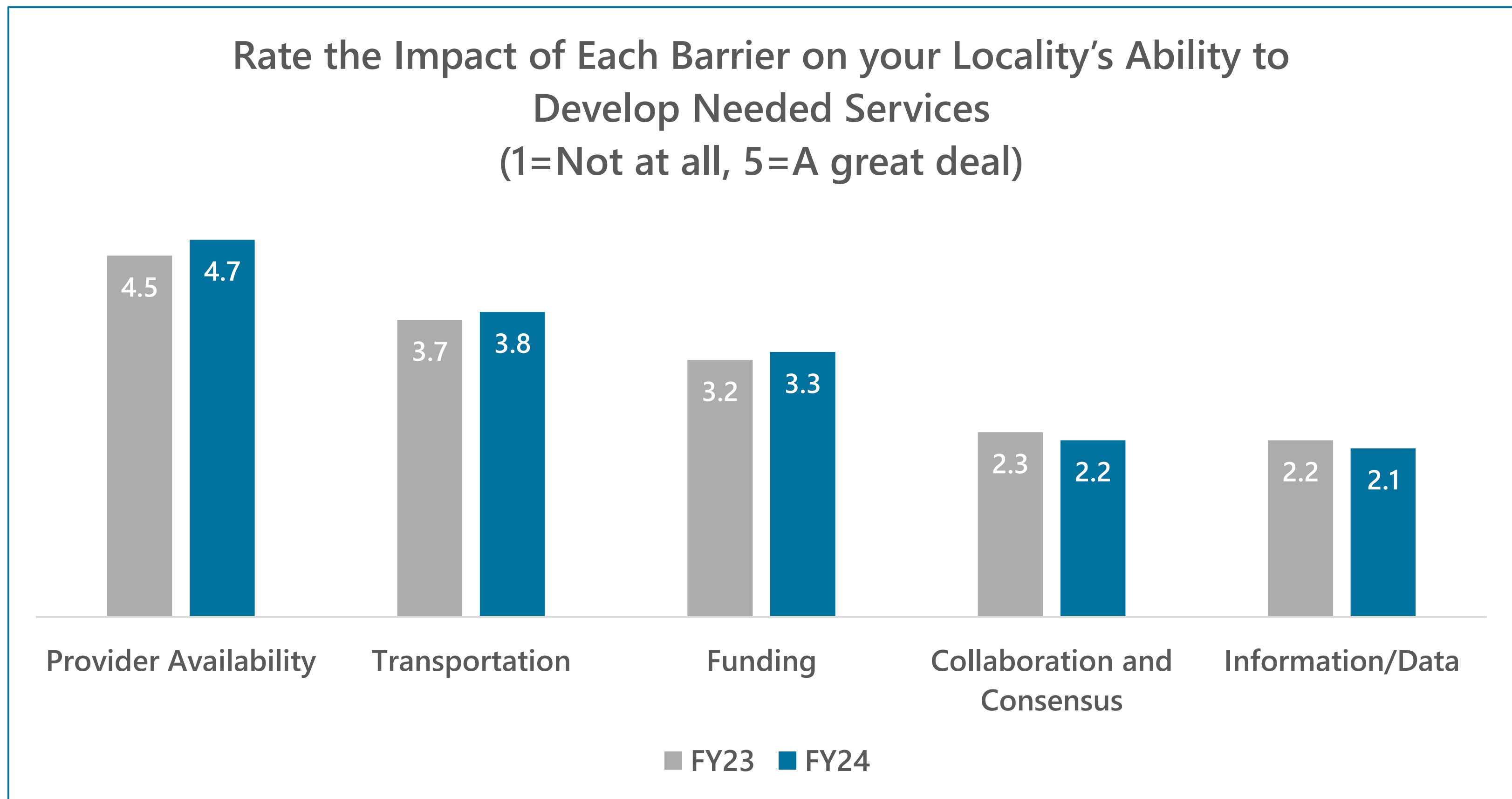
Average Barrier Ratings for FY2024



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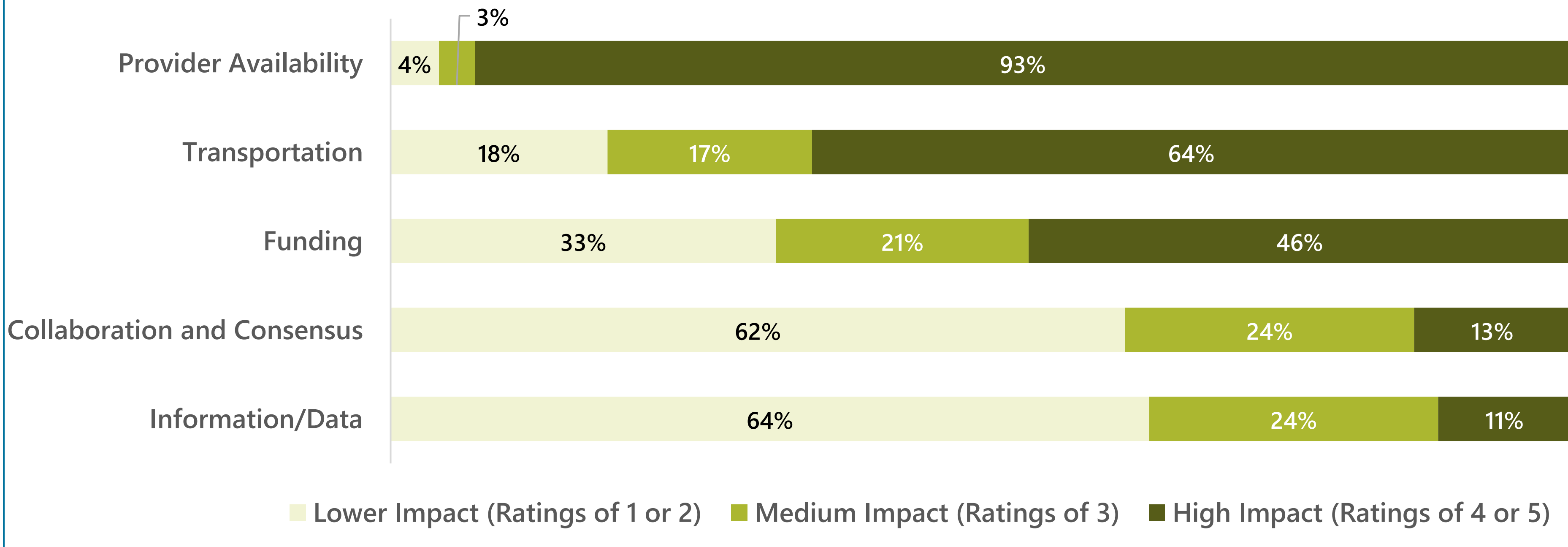
Barrier Rating Prevalences for FY2024



Number of Responding Localities: 98

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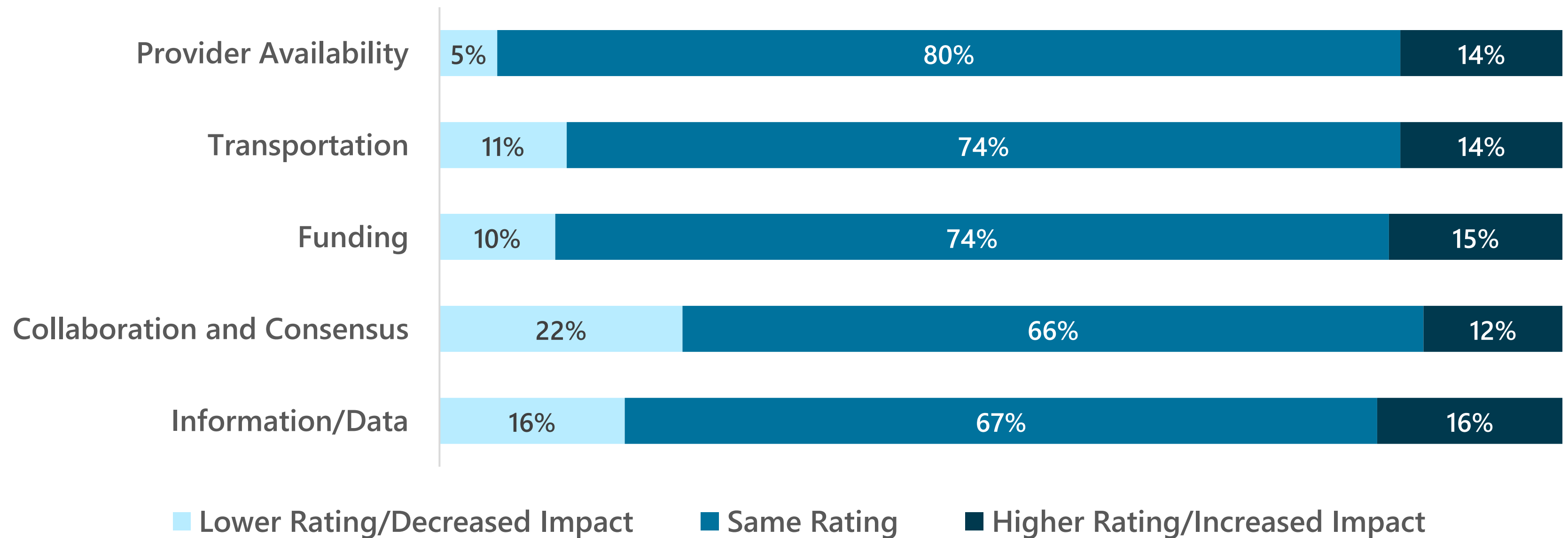
Change in Barrier Ratings from FY2023



Number of Responding Localities: 97

Average Barrier Ratings for FY2024

	Provider Availability	Transportation	Funding	Collaboration/ Consensus	Information/ Data
Central *n=22*	4.4	3.5	3.1	1.8	1.9
Eastern *n=18*	4.8	3.8	3.7	1.9	2
Northern *n=21*	5	3.8	3.0	2.8	2.5
Piedmont *n=21*	4.9	4.0	3.3	2.6	2.2
Western *n=16*	4.4	3.9	3.5	1.6	1.9
Statewide	**4.7**	**3.8**	**3.3**	**2.2**	**2.1**