

CPMT PACKET

06/09/2015

Winchester CPMT Agenda

June 9, 2015, 1:30pm
WDSS, 10 Baker St
Winchester, VA 22601

Approve Minutes from 05/12/15

Announcements

Financial Report

- a. Review of May 2015 Financials

Old Business

- a. Strategic Planning & Assignment of Work Committees
 1. Goal 1: Common Ground through Education, Training and Shared Expectations(Gleason, Kish, Roussos, Devine, Kiser)
 2. Goal 2: Data-Driven Accountability and Service Provision (Scardino, Bober)
 3. Goal 3: Ensure Quality and Appropriate Level of Services through UM and UR (Dopkowski)
- b. Resolution for next year's meetings
- c. Supplemental Funding Request (Approved)
- d. Parental Referral Process

New Business

- a. State CSA Meeting Report
 1. Broadcast 9091 Educational Costs for Children with Adoption Assistance
 2. Broadcast 9088 Provision of Services to former Foster Care Youth 18-21yrs old
 3. Broadcast 9176 FAQ Provision of Services to Youth who turn 18yrs old in FC
 4. Guidelines for Determining Levels of Foster Care Services with LCPA
- b. Admin Memo #15-02 FY16 Wrap-Around Services for Students with Disabilities
- c. Admin Memo #15-03 Name Change for the Office of Comprehensive Services and the Comprehensive Services Act

Motion to Convene in Executive Session

Motion to convene in Executive Session pursuant to 2.2- 3711 (A) (4) and (15), 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 whose case is being reviewed by the community policy and management team.

Motion to Come Out of Executive Session & Immediately Reconvene in Open Session

Motion to Certify Compliance by Roll Call Vote

Move that the members of the Winchester City CPMT certify 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.

Motion to Approve All Cases

Motion to Adjourn

Next Meeting: Thursday July 9, 2015 at 2:00 at WDSS Boardroom

May Minutes
With April Financials

Minutes
 Winchester CPMT
 10 Baker Street
 Tuesday, May 12, 2015
 1:30 p.m.

MEMBERS PRESENT

Mary Blowe, City of Winchester
 Kelly Bober, Child Advocacy Center
 Dr. Charles Devine, Virginia Dept. of Health
 Amber Dopkowski, Winchester Dept. of Social Services
 Mark Gleason, Northwestern Community Services Board
 Sarah Kish, Winchester Public Schools
 Paul Scardino, National Counseling Group

MEMBERS/OTHERS NOT PRESENT

Eden Freeman, City of Winchester
 Lyda Kiser, Parent Representative
 Peter Roussos, Dept. of Juvenile Justice

Others Present:

Karen Farrell, Winchester CSA Coordinator
 Connie Greer, Winchester Dept. of Social Services

RECAP OF CPMT VOTES:

Motion:

- Motion to approve Agenda for May 12, 2015 CPMT Meeting, as written
- Motion to approve the minutes from April 14, 2015, CPMT Meeting
- Motion to approve change of CPMT meeting time, day, and location to the 2nd Thursday of each month at 2:00 p.m. in the Winchester Social Services office Board Room beginning July, 2015.
- Motion to extend current CPMT Chairperson term for 1 more year.
- Motion to approve CSA FY15 Supplemental Funding Request in the amount of \$455,458.00
- Motion to amend CSA Policy adding Section 2.4.4 regarding Family Assessment and Planning Team Referral Process for Parents and Guardians of a Child
- Motion to convene in Executive Session pursuant to 2.2-3711 (A)(4) and (15) 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 whose case is being reviewed by the community policy and management team.
- Motion to come out of Executive Session
- Motion to Certify Compliance by Roll Call Vote Move that the members of the Winchester CPMT certify 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.

Action:

- 1st: Dr. Devine
- 2nd: Ms. Dopkowski
- 1st: Mr. Scardino
- 2nd: Dr. Devine
- 1st: Mr. Scardino
- 2nd: Ms. Bober
- 1st: Mr. Scardino
- 2nd: Dr. Devine
- 1st: Dr. Devine
- 2nd: Mr. Scardino
- 1st: Ms. Dopkowski
- 2nd: Dr. Devine
- 1st: Mr. Scardino
- 2nd: Dr. Devine
- 1st: Ms. Dopkowski
- 2nd: Dr. Devine
- 1st: Dr. Devine
- 2nd: Ms. Bober

Status:

- Approved
- Unanimously

Minutes
 Winchester CPMT
 10 Baker Street
 Tuesday, May 12, 2015
 1:30 p.m.

Motion:

- Motion to Approve All Cases, as presented.

- Motion to adjourn CPMT Meeting

Action:

1st: Dr. Devine
 2nd: Ms. Dopkowski
 Mr. Gleason –
 abstained from 2 cases
 Mr. Scardino –
 abstained from 6 cases
 1st: Dr. Devine
 2nd: Ms. Blowe

Status:

Motion was
 approved with
 noted
 abstentions

 Approved
 Unanimously

Item	Discussion	Action
<p>Call to Order/Additions to the Agenda</p>	<p>The meeting was opened by Chair Mark Gleason, at 1:30 pm.</p>	<p>Dr. Devine motioned to approve the Agenda for May 12, 2015 CPMT Meeting. Ms. Dopkowski seconded the motion. Motion to approve the Agenda passed unanimously.</p>
<p>Approval of Minutes</p>		<p>Mr. Scardino motioned to approve the Minutes from April 14, 2015, CPMT Meeting. Dr. Devine seconded the motion. Motion to approve the minutes passed unanimously.</p>
<p>Announcements</p>		<p>None.</p>
<p>Financial Report</p>	<p>The Financial Report was distributed and included expenditures for April, 2015.</p> <p>Report: April, 2015 Gross Expenditures: \$155,321.55 Expenditure Refunds: \$1,716.10 Net Expenditures: \$153,605.45 Local Dollars: \$65,956.87 Regular Medicaid Payments to Providers: \$269,383.88 Local Match: \$7,228.99</p> <p>Wrap Dollars: Funds Beginning Balance: \$18,805.00 Additional Allocation: \$11,609.00 Wrap Dollars Total Allocation: \$30,414.00 Encumbered: \$7,482.95 Disbursed: \$9,177.69 Remaining Funds: \$13,753.36</p>	<p>Ms. Farrell reviewed the report.</p> <p>Ms. Farrell prepared a supplemental allocation request in the amount of \$455,458, which was presented for CPMT vote later in this meeting.</p>

Minutes
 Winchester CPMT
 10 Baker Street
 Tuesday, May 12, 2015
 1:30 p.m.

Item	Discussion	Action
	Non-Mandated Funds Beginning Balance: \$20,162.00 Encumbered: \$10,045.00 Disbursed: \$7,961.10 Remaining Funds: \$2,155.90 Unduplicated CSA Case Count: 96 Average Spent per Child: \$12,784.97	
Old Business: a. Strategic Planning Report- Assignment of Work Committees	Four Strategic Target Areas were identified as follows: 1. CPMT Foundation and Structure (Dopkowski, Gleason, Blowe) 2. Common Ground through Education, Training and Shared Expectations (Roussos, Kiser) 3. Data-Driven Accountability and Service Provision (Scardino, Bober) 4. CPMT Services Development (Kish, Devine)	1. No report 2. No report 3. CPMT members were requested to review and provide their comments about the Purchase of Service Agreement to Mr. Scardino directly. Ms. Farrell reviewed the document with Winchester DSS Administrative Services Manager and obtained additional changes to incorporate into the Agreement. The subcommittee will present the revised draft at the June CPMT meeting. 4. No report.
b. Strategic Plan Task Update	Members continued to discuss how to review/update the CPMT Strategic Plan developed in October 2013. The Plan is updated to show which goals are completed and which are still in progress. Members reviewed the prioritized list of goals, and determined "champions" for each task.	All work groups requested to meet during the next month to assess current priorities, goals, and "champions".

Minutes
 Winchester CPMT
 10 Baker Street
 Tuesday, May 12, 2015
 1:30 p.m.

Item	Discussion	Action
c. Purchase of Service Agreement	The draft Agreement for Purchase of Service contract was discussed.	Ms. Farrell reviewed the document with Winchester DSS Administrative Services Manager and obtained additional changes to incorporate into the Agreement. The subcommittee will present the revised draft at the June CPMT meeting, with a goal of having a CPMT approved draft of the Agreement to the City Attorney for final legal review at July CPMT meeting.
d. CPMT Meeting Day/Time/Location	Ms. Farrell polled CPMT members prior to May's meeting to determine a mutually convenient day/time/location to hold CPMT meetings in Fiscal Year 2016. The second Thursday of each month at 2:00 p.m. at Winchester Social Services office was determined to be the most mutually convenient day, time and location.	Mr. Scardino motioned to approve the change of CPMT meeting time, day, and location to the 2 nd Thursday of each month at 2:00 p.m. in the Winchester Social Services office Board Room beginning July, 2015. The motion was seconded by Ms. Bober. The motion passed unanimously.
e. Proposed CSA Policy: Serving Youth Referred to Residential Facilities Outside CSA Process	The proposed policy was briefly reviewed. Members discussed some of the potential ramifications of the policy for the school system and for social services. Public comment is being requested by Office of Children's Services (OCS) on the policy, which is due by May 29, 2015. Mr. Gleason indicated other locality governments and community policy and management teams were responding.	CPMT declined to send comments about this policy to OCS at this time.
New Business: a. CPMT Chair	CPMT members discussed the current rotation of CPMT Chair pursuant to the CPMT Bylaws. Mr. Gleason, representative from the Community Services Board, agreed to continue as chair for FY2016.	Mr. Scardino motioned to allow Community Service Board to continue as Chair of CPMT through June, 2016. Dr. Devine seconded the motion. The motion passed unanimously.

Minutes
 Winchester CPMT
 10 Baker Street
 Tuesday, May 12, 2015
 1:30 p.m.

Item	Discussion	Action
b. Resolution for next year's CPMT meeting day, time and location.	Ms. Farrell polled CPMT members, prior to May's meeting to determine a mutually convenient day/time/location to hold CPMT meetings in Fiscal Year 2016. The second Thursday of each month at 2:00 p.m. at Winchester Social Services office was determined to be the most mutually convenient day, time and location. A motion was passed to change the day/time/location, above.	Ms. Farrell to prepare Meeting Resolution for June, 2015 CPMT meeting.
c. Supplemental Funding Request	Ms. Farrell prepared a FY15 Supplemental Funding Request in the amount of \$455,458.00.	Dr. Devine motioned to approve the FY15 Supplemental Funding request in the amount of \$455,458. Mr. Scardino seconded the motion. The motion passed unanimously.
d. New Allocations for FY2016	The FY2016 CSA budget is cut by approximately \$300,000.	CPMT to schedule a time to discuss cost-saving measures.
e. Parental Referral Process	A new section 2.4.4. is proposed for the CSA Policy which sets forth the direct referral process for parents or guardians of a child.	Ms. Dopkowski motioned to amend the CSA Policy adding Section 2.4.4. Referral Process for Parents or Guardians of a Child. Dr. Devine seconded the motion. The motion passed unanimously.
Motion to Convene in Executive Session	Motion to convene in Executive Session pursuant to 2.2-5211 (A) (4) and (15), 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 whose case is being reviewed by the community policy and management team.	Mr. Gleason asked that the meeting move into Executive Session. On motion by Dr. Devine, seconded by Mr. Scardino, the meeting moved into Executive Session.
Motion to Come Out of Executive Session & Immediately Reconvene in Open Session		Motion to come out of Executive Session by Ms. Dopkowski and seconded by Dr. Devine. Approved unanimously.
Motion to Certify Compliance by Roll Call Vote	Move that the members of the Winchester CPMT certify 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.	Motion to Certify Compliance by Roll Call Vote was made by Dr. Devine, seconded by Ms. Bober, and unanimously approved.

Minutes
 Winchester CPMT
 10 Baker Street
 Tuesday, May 12, 2015
 1:30 p.m.

Item	Discussion	Action
Motion to Approve All Cases	Motion to Approve all cases as accepted or amended. Mr. Gleason – abstained from 2 cases Mr. Scardino – abstained from 6 cases	All cases were approved, on motion by Dr. Devine, seconded by Ms. Bober. Motion was approved with noted abstentions.
Motion to Adjourn/Next Meeting Date	The next CPMT meeting will be held Tuesday June 9, 2015 at 1:30 p.m., Winchester/Frederick County Health Department, 10 Baker Street, Conference Room, Winchester VA	The meeting was adjourned at 3:20 p.m.

Attachments: April 2014 Financials
 CPMT Strategic Plan Outstanding Goals
 CSA Supplemental Allocation Request Form
 FAPT Referral Process for Parents or Guardians of a Child
 Transcribed by CPG

DRAFT

CSA Pool Reimbursement Request Report Worksheet

Date: April 27, 2015

Period Ending: April, 2015

Chart A

Part 1 - Expenditure Description

	Number of Clients	Gross Total Expenditures	Expenditure Refunds	Net Total Expenditures
1. Congregate Care/Mandated & Non-Mandated Residential Services				
1a. Foster Care - IV-E Child in Licensed Residential Congregate Care		0.00		0.00
1b. Foster Care - all other in Licensed Residential Congregate Care		0.00	244.96	-244.96
1c. Residential Congregate Care - CSA Parental Agreements; DSS Non-Custodial	2	14,870.04		14,870.04
1d. Non-Mandated Services/Residential/Congregate Care		0.00		0.00
1e. Educational Services - Congregate Care	4	55,063.90		55,063.90

2. Other Mandated Services				
2a. Treatment Foster Care - IV-E	12	36,820.90	75.00	36,745.90
2a.1 Treatment Foster Care	3	11,694.00	270.82	11,423.18
2a.2 Treatment Foster Care - CSA Parental Agreements; DSS Non-Custodial		0.00		0.00
2b. Specialized Foster Care - IV-E; Community Based Services		0.00		0.00
2b.1 Specialized Foster Care		0.00		0.00
2c. Family Foster Care - IV-E; Community Based Services	5	8,820.00		8,820.00
2d. Family Foster Care Maintenance Only	1	686.00	852.88	-166.88
2e. Family Foster Care - Children Receiving Maintenance/Basic Activities; IL	1	541.00	205.44	335.56
2f. Community Based Services	21	16,499.15	67.00	16,432.15
2f.1 Community Transition Services		0.00		0.00
2g. Special Education Private Day Placement	2	8,629.56		8,629.56
2h. Wrap-Around Services for Students With Disabilities		0.00		0.00
2i. Psychiatric Hospitals/Crisis Stabilization Units		0.00		0.00
3. Non-Mandated Services/Community Based	4	1,697.00		1,697.00
4. Grand Totals: Sum of categories 1 through 3	55	155,321.55	1,716.10	153,605.45

Part 2 - Expenditure Refund Description (reported in line 4)

Vendor Refunds and Payment Cancellations	
Parental Co-Payments	
Payments made on behalf of the child (SSA, SST, VA benefits)	921.00
Child Support Collections through DCSE	795.10
Pool prior-reported expenditures re-claimed under IV-E	
Other (specify)	
Total Refunds (must agree with line 4)	1,716.10



Chart B

**CSA Reports
Pool Reimbursement Reports
FY15
Transaction History for Winchester - FIPS
840
Pended Forms are not on this report**

Active Pool Report Preparers
Nancy Valentine (540) 686-4838
Donna Veach (540) 686-4826
Amber Johnson (540) 686-4823
Karen Farrell (540) 686-4832

Transaction History

Match Rate: 0.4587	Status	Period End	Date Filed	Total Amount	State	Local
Beginning Balance				\$1,206,997.00	\$653,308.99	\$553,688.01
Pool Reimbursement History						
	2	07/31/2014	08/06/2014	\$271.75	\$129.94	\$141.81
	2	08/31/2014	09/03/2014	\$66,462.27	\$37,034.51	\$29,427.76
	2	09/30/2014	10/02/2014	\$121,923.88	\$68,589.95	\$53,333.93
	2	10/31/2014	11/03/2014	\$126,088.83	\$67,498.17	\$58,590.66
	2	11/30/2014	12/03/2014	\$164,640.34	\$88,596.71	\$76,043.63
	2	12/31/2014	01/07/2015	\$204,456.19	\$111,822.17	\$92,634.02
	2	01/31/2015	02/06/2015	\$105,557.78	\$57,224.70	\$48,333.08
	2	02/28/2015	03/03/2015	\$183,358.95	\$100,486.68	\$82,872.27
	2	03/31/2015	04/02/2015	\$100,991.97	\$57,276.95	\$43,715.02
	1	04/30/2015	05/11/2015	\$153,605.45	\$87,648.58	\$65,956.87
Pool Reimbursement Expenditure Totals				\$1,227,357.41	\$676,308.36	\$551,049.05
Supplement History						
			01/21/2015	\$46,431.00	\$41,261.00	\$5,170.00
Supplement Totals				\$46,431.00	\$41,261.00	\$5,170.00
CSA System Balance				\$26,070.59	\$18,261.63	\$7,808.96

Transaction History without WRAP Dollars

Match Rate: 0.4587	Status	Period End	Date Filed	Total Amount	State	Local
Beginning Balance				\$1,176,583.00	\$636,846.99	\$539,736.01
Pool Reimbursement History						
	-	07/31/2014	08/06/2014	\$271.75	\$129.94	\$141.81
	-	08/31/2014	09/03/2014	\$66,462.27	\$37,034.51	\$29,427.76
	-	09/30/2014	10/02/2014	\$121,923.88	\$68,589.95	\$53,333.93
	-	10/31/2014	11/03/2014	\$126,088.83	\$67,498.17	\$58,590.66
	-	11/30/2014	12/03/2014	\$163,207.34	\$87,821.03	\$75,386.31
	-	12/31/2014	01/07/2015	\$200,570.58	\$109,718.89	\$90,851.69
	-	01/31/2015	02/06/2015	\$103,841.48	\$56,295.67	\$47,545.81
	-	02/28/2015	03/03/2015	\$182,547.45	\$100,047.42	\$82,500.03
	-	03/31/2015	04/02/2015	\$99,660.69	\$56,556.33	\$43,104.36
	-	04/30/2015	05/11/2015	\$153,605.45	\$87,648.58	\$65,956.87
Pool Reimbursement Expenditure Totals				\$1,218,179.72	\$671,340.49	\$546,839.23
Supplement History						
			01/21/2015	\$46,431.00	\$41,261.00	\$5,170.00
Supplement Totals				\$46,431.00	\$41,261.00	\$5,170.00

CSA System Balance (Non-WRAP): **\$4,834.28** **\$6,767.50** **(\$1,933.22)**

Transaction History WRAP dollars only

Match Rate: 0.4587	Status	Period End	Date Filed	Total Amount	State	Local
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WRAP Allocation Additions History

			08/06/2014	\$18,805.00	\$10,178.00	\$8,626.00
			10/26/2014	\$11,609.00	\$6,283.00	\$5,325.00

WRAP Allocation Additions Totals				\$30,414.00	\$16,461.00	\$13,951.00
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Pool Reimbursement History - WRAP only

-	07/31/2014	08/06/2014	\$0.00	\$0.00	\$0.00
-	08/31/2014	09/03/2014	\$0.00	\$0.00	\$0.00
-	09/30/2014	10/02/2014	\$0.00	\$0.00	\$0.00
-	10/31/2014	11/03/2014	\$0.00	\$0.00	\$0.00
-	11/30/2014	12/03/2014	\$1,433.00	\$775.68	\$657.32
-	12/31/2014	01/07/2015	\$3,885.61	\$2,103.28	\$1,782.33
-	01/31/2015	02/06/2015	\$1,716.30	\$929.03	\$787.27
-	02/28/2015	03/03/2015	\$811.50	\$439.26	\$372.24
-	03/31/2015	04/02/2015	\$1,331.28	\$720.62	\$610.66
-	04/30/2015	05/11/2015	\$0.00	\$0.00	\$0.00

Pool Reimbursement Expenditure Totals - WRAP only				\$9,177.69	\$4,967.87	\$4,209.82
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CSA System Balance (WRAP only):				\$21,236.31	\$11,494.13	\$9,742.18
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Wrap-Around Services for Students with Disabilities
2014 - 2015

Chart C

Child	3	12	18	TOTAL SPENT
Agency	WPS	WPS-NREP	WPS-NREP	
Worker	McK	Clatter	Clatter	
JUL				0.00
AUG				0.00
SEP				0.00
OCT				0.00
NOV	300.00		1,133.00	1,433.00
DEC	260.00		3,625.61	3,885.61
JAN	470.00		1,246.30	1,716.30
FEB	245		566.50	811.50
MAR			1,331.28	1,331.28
APR				0.00
MAY				0.00
JUN				0.00
TOTAL/ CHILD	1,275.00	0.00	7,902.69	9,177.69
			Beginning Balance	30,414.00
			Disbursed	9,177.69
			Encumbered	7,482.95
			Remaining Funds	13,753.36

Non-Mandated Funds
2014 - 2015

Chart D

Child	15	19	16	17	20	21	22	TOTAL
Agency	WPS	DJJ	NWCSB	WPS	DSS	WPS	DJJ	SPENT
Worker	Mck	Young	Cornell	Mck	Penn	Mck	Perry	
JUL								0.00
AUG			669.80					669.80
SEP	210.00		953.05	265.00				1,428.05
OCT	100.00							100.00
NOV		550.00	613.15	255.00				1,418.15
DEC		445.00	773.10	265.00				1,483.10
JAN		200.00		125.00				325.00
FEB				210.00	350.00			560.00
MAR				280.00				280.00
APR		480.00		420.00		252.00	545.00	1,697.00
MAY								0.00
JUN								0.00
JUN 1								0.00
TOTAL	310.00	1,675.00	3,009.10	1,820.00	350.00	252.00	545.00	7,961.10
CHILD								
		Beginning Balance						20,162.00
		Disbursed						7,961.10
		Encumbered						10,045.00
		Remaining Funds						2,155.90

CITY OF WINCHESTER
 COMPREHENSIVE SERVICES FUND BALANCE
 COMPREHENSIVE SERVICE ACT

Chart F

FUND NAME	ORIGINAL BUDGET	BUDGET REVISIONS	REVISED BUDGET	EXPENDITURES	FUND BALANCE	ENCUMBRANCES	FUND BALANCE
C15 CSA MANDATED 14/15 ASSIST	5,000.00	0.00	5,000.00	69.75	4,930.25	0.00	4,930.25
C15 CSA MANDATED 14/15 POS	1,197,852.00	0.00	1,197,852.00	1,225,728.67	(27,876.67)	465,727.61	(493,604.28)
C15 CSA NON-MANDATED 14/15 POS	20,162.00	0.00	20,162.00	7,961.10	12,200.90	10,295.00	1,905.90
C15 CSA W/A SRVS FOR STUDENTS 14/15 POS	30,414.00	0.00	30,414.00	11,278.89	19,135.11	5,381.75	13,753.36
C16 CSA MANDATED 15/16 POS	0.00	0.00	0.00	0.00	0.00	1,830.00	(1,830.00)
	1,253,428.00	0.00	1,253,428.00	1,245,038.41	8,389.59	483,234.36	(474,844.77)

May Financials

CSA Pool Reimbursement Request Report Worksheet

Chart A

Date: May 27, 2015

Period Ending: May, 2015

Part 1 - Expenditure Description

	Number of Clients	Gross Total Expenditures	Expenditure Refunds	Net Total Expenditures
1. Congregate Care/Mandated & Non-Mandated Residential Services				
1a. Foster Care - IV-E Child in Licensed Residential Congregate Care		0.00		0.00
1b. Foster Care - all other in Licensed Residential Congregate Care		0.00	277.65	-277.65
1c. Residential Congregate Care - CSA Parental Agreements; DSS Non-Custodial	1	7,691.40		7,691.40
1d. Non-Mandated Services/Residential/Congregate Care		0.00		0.00
1e. Educational Services - Congregate Care	3	34,683.06		34,683.06
2. Other Mandated Services				
2a. Treatment Foster Care - IV-E	7	18,726.75	1,305.00	17,421.75
2a.1 Treatment Foster Care	3	12,364.60		12,364.60
2a.2 Treatment Foster Care - CSA Parental Agreements; DSS Non-Custodial		0.00		0.00
2b. Specialized Foster Care - IV-E; Community Based Services		0.00		0.00
2b.1 Specialized Foster Care		0.00		0.00
2c. Family Foster Care - IV-E; Community Based Services	7	4,732.00	300.00	4,432.00
2d. Family Foster Care Maintenance Only	1	686.00	689.15	-3.15
2e. Family Foster Care - Children Receiving Maintenance/Basic Activities; IL	5	2,554.97	205.43	2,349.54
2f. Community Based Services	25	29,830.63	253.00	29,577.63
2f.1 Community Transition Services		0.00		0.00
2g. Special Education Private Day Placement	2	9,043.80		9,043.80
2h. Wrap-Around Services for Students With Disabilities	1	4,112.28		4,112.28
2i. Psychiatric Hospitals/Crisis Stabilization Units		0.00		0.00
3. Non-Mandated Services/Community Based	3	2,145.35		2,145.35
4. Grand Totals: Sum of categories 1 through 3	58	126,570.84	3,030.23	123,540.61

Part 2 - Expenditure Refund Description (reported in line 4)

Vendor Refunds and Payment Cancellations	
Parental Co-Payments	
Payments made on behalf of the child (SSA, SSI, VA benefits)	921.00
Child Support Collections through DCSE	463.23
Pool prior-reported expenditures re-claimed under IV-E	
Other - Reclaim from CSA to Respite	450.00
Other - Reclaim from CSA to Independent Living	1,080.00
Other - Reclaim from CSA to Safe and Stable Funds	116.00
Total Refunds (must agree with line 4)	3,030.23



Chart B

**CSA Reports
Pool Reimbursement Reports
FY15
Transaction History for Winchester - FIPS 840
Pended Forms are not on this report**

Active Pool Report Preparers
Nancy Valentine (540) 686-4838
Donna Veach (540) 686-4826
Amber Johnson (540) 686-4823
Karen Farrell (540) 686-4832

Transaction History

Match Rate: 0.4587	Status	Period End	Date Filed	Total Amount	State	Local
Beginning Balance				\$1,206,997.00	\$653,308.99	\$553,688.01
Pool Reimbursement History						
	9	07/31/2014	08/06/2014	\$271.75	\$129.94	\$141.81
	9	08/31/2014	09/03/2014	\$66,462.27	\$37,034.51	\$29,427.76
	9	09/30/2014	10/02/2014	\$121,923.88	\$68,589.95	\$53,333.93
	9	10/31/2014	11/03/2014	\$126,088.83	\$67,498.17	\$58,590.66
	9	11/30/2014	12/03/2014	\$164,640.34	\$88,596.71	\$76,043.63
	9	12/31/2014	01/07/2015	\$204,456.19	\$111,822.17	\$92,634.02
	9	01/31/2015	02/06/2015	\$105,557.78	\$57,224.70	\$48,333.08
	9	02/28/2015	03/03/2015	\$183,358.95	\$100,486.68	\$82,872.27
	9	03/31/2015	04/02/2015	\$100,991.97	\$57,276.95	\$43,715.02
	9	04/30/2015	05/11/2015	\$153,605.45	\$87,648.58	\$65,956.87
	1	05/31/2015	06/02/2015	\$123,540.61	\$74,312.51	\$49,228.10
Pool Reimbursement Expenditure Totals				\$1,350,898.02	\$750,620.87	\$600,277.15
Supplement History						
			01/21/2015	\$46,431.00	\$41,261.00	\$5,170.00
			05/12/2015	\$15,477.00	\$13,754.00	\$1,723.00
			05/20/2015	\$455,458.00	\$270,867.00	\$184,591.00
Supplement Totals				\$517,366.00	\$325,882.00	\$191,484.00
CSA System Balance				\$373,464.98	\$228,570.12	\$144,894.86

Transaction History without WRAP Dollars

Match Rate: 0.4587	Status	Period End	Date Filed	Total Amount	State	Local
Beginning Balance				\$1,176,583.00	\$636,846.99	\$539,736.01
Pool Reimbursement History						
	-	07/31/2014	08/06/2014	\$271.75	\$129.94	\$141.81
	-	08/31/2014	09/03/2014	\$66,462.27	\$37,034.51	\$29,427.76
	-	09/30/2014	10/02/2014	\$121,923.88	\$68,589.95	\$53,333.93
	-	10/31/2014	11/03/2014	\$126,088.83	\$67,498.17	\$58,590.66
	-	11/30/2014	12/03/2014	\$163,207.34	\$87,821.03	\$75,386.31
	-	12/31/2014	01/07/2015	\$200,570.58	\$109,718.89	\$90,851.69
	-	01/31/2015	02/06/2015	\$103,841.48	\$56,295.67	\$47,545.81
	-	02/28/2015	03/03/2015	\$182,547.45	\$100,047.42	\$82,500.03
	-	03/31/2015	04/02/2015	\$99,660.69	\$56,556.33	\$43,104.36
	-	04/30/2015	05/11/2015	\$153,605.45	\$87,648.58	\$65,956.87
	-	05/31/2015	06/02/2015	\$119,428.33	\$72,086.53	\$47,341.80
Pool Reimbursement Expenditure Totals				\$1,337,608.05	\$743,427.02	\$594,181.03
Supplement History						
			01/21/2015	\$46,431.00	\$41,261.00	\$5,170.00
			05/12/2015	\$15,477.00	\$13,754.00	\$1,723.00
			05/20/2015	\$455,458.00	\$270,867.00	\$184,591.00
Supplement Totals				\$517,366.00	\$325,882.00	\$191,484.00
CSA System Balance (Non-WRAP):				\$356,340.95	\$219,301.97	\$137,038.98

Transaction History WRAP dollars only

Match Rate: 0.4587	Status	Period End	Date Filed	Total Amount	State	Local
WRAP Allocation Additions History						
			08/06/2014	\$18,805.00	\$10,178.00	\$8,626.00
			10/26/2014	\$11,609.00	\$6,283.00	\$5,325.00
WRAP Allocation Additions Totals				\$30,414.00	\$16,461.00	\$13,951.00
Pool Reimbursement History - WRAP only						
-		07/31/2014	08/06/2014	\$0.00	\$0.00	\$0.00
-		08/31/2014	09/03/2014	\$0.00	\$0.00	\$0.00
-		09/30/2014	10/02/2014	\$0.00	\$0.00	\$0.00
-		10/31/2014	11/03/2014	\$0.00	\$0.00	\$0.00
-		11/30/2014	12/03/2014	\$1,433.00	\$775.68	\$657.32
-		12/31/2014	01/07/2015	\$3,885.61	\$2,103.28	\$1,782.33
-		01/31/2015	02/06/2015	\$1,716.30	\$929.03	\$787.27
-		02/28/2015	03/03/2015	\$811.50	\$439.26	\$372.24
-		03/31/2015	04/02/2015	\$1,331.28	\$720.62	\$610.66
-		04/30/2015	05/11/2015	\$0.00	\$0.00	\$0.00
-		05/31/2015	06/02/2015	\$4,112.28	\$2,225.98	\$1,886.30
Pool Reimbursement Expenditure Totals -WRAP only				\$13,289.97	\$7,193.85	\$6,096.12
CSA System Balance (WRAP only):				\$17,124.03	\$9,268.15	\$7,855.88

Wrap-Around Services for Students with Disabilities
2014 - 2015

Chart C

Child	3	12	18	TOTAL SPENT
Agency	WPS	WPS-NREP	WPS-NREP	
Worker	Mck	Clatter	Clatter	
JUL				0.00
AUG				0.00
SEP				0.00
OCT				0.00
NOV	300.00		1,133.00	1,433.00
DEC	260.00		3,625.61	3,885.61
JAN	470.00		1,246.30	1,716.30
FEB	245		566.50	811.50
MAR			1,331.28	1,331.28
APR				0.00
MAY			4,112.28	4,112.28
JUN				0.00
TOTAL/ CHILD	1,275.00	0.00	12,014.97	13,289.97
			Beginning Balance	30,414.00
			Disbursed	13,289.97
			Encumbered	2,549.25
			Remaining Funds	14,574.78

CITY OF WINCHESTER
 COMPREHENSIVE SERVICES FUND BALANCE
 COMPREHENSIVE SERVICE ACT

Chart F

FUND NAME	ORIGINAL	BUDGET	REVISED	EXPENDITURES	FUND	ENCUMBRANCES	FUND
	BUDGET	REVISIONS	BUDGET		BALANCE		BALANCE
C15 GSA MANDATED 14/15 ASSIST	5,000.00	0.00	5,000.00	1,879.32	3,120.68	0.00	3,120.68
C15 GSA MANDATED 14/15 POS	1,688,949.00	0.00	1,688,949.00	1,336,657.15	352,291.85	392,141.24	(39,849.39)
C15 GSA NON-MANDATED 14/15 POS	20,162.00	0.00	20,162.00	10,166.45	9,995.55	9,115.00	880.55
C15 GSA W/A SRVS FOR STUDENTS 14/15 POS	30,414.00	0.00	30,414.00	13,289.97	17,124.03	2,549.25	14,574.78
C16 GSA MANDATED 15/16 POS	0.00	0.00	0.00	0.00	0.00	20,218.60	(20,218.60)
	1,744,525.00	0.00	1,744,525.00	1,361,992.89	382,532.11	424,024.09	(41,491.98)

June Attachments

Strategic Plan Outstanding Goals

Strategic Target Area: Common Ground through Education, Training, and Shared Expectations

Goal 1: Develop an orientation program/training program for CPMT, FAPT and Case Managers to address relevant topics, improve skills/identify needs and to create a common understanding of roles and expectations of each level of CSA process. **HIGH**

Champion:

Supporting Staff: Mark Gleason, Sarah Kish, Peter Roussos, Charles Devine, Lyda Kiser

Key Tasks/Activities	Target Dates
1. Identify orientation training material that should be addressed and what is specifically needed for the CPMT, FAPT, and case managers. Determine whether material already exists or needs to be created. If it needs to be created, identify a work group to do so.	Partially Completed
2. Develop packet/binder(CPMT/FAPT)	Partially Completed
3. Implement orientation training for existing members (CPMT, FAPT, Case Managers)	Partially Completed
4. Implement orientation for new members (ongoing)	Partially Completed
5. Send out survey to case managers, FAPT, CPMT members to develop top training needs	Ongoing
6. Prioritize topics and review with CPMT	Need Plan
7. Determine organizations/agencies/providers with appropriate expertise and inquire regarding willingness to participate	Ongoing
8. Identify location and schedule training - send invites	Ongoing
9. Schedule a joint meeting between CPMT and FAPT to discuss roles and responsibilities as a follow up to the training	Not Completed
10. Schedule quarterly joint meetings between CPMT and FAPT to discuss relevant issues	Not Completed

Strategic Target Area: Data-Driven Accountability and Service Provision

Goal 2: Develop contract for vendors **HIGH**

Champion:

Supporting Staff: Kelly Bober, Paul Scardino

Key Tasks/Activities	Target Dates
1. Evaluate model OCS contract for viability	Partially Completed
2. Review other area CPMT contracts	Partially Completed
3. Define provider responsibilities	Partially Completed
4. Define desired outcomes reporting formats	Partially Completed
5. Define specific outcomes to follow	Partially Completed
6. Incorporate outcomes reporting into contract	Partially Completed
7. Consider how to structure contracts that enable provider to have time and resources to create desired reports (Note: Paul to assist with this information)	Partially Completed

Goal 3: Ensure quality and appropriate level of services through UM and UR **HIGH**

Champion: CSA Coordinator

Supporting Staff: Amber Dopkowski

Key Tasks/Activities	Target Dates
1. Review current FAPT UM/UR process including: FAPT reviews, plans, progress, outcomes, overall expenditures	Not Completed
2. Review and evaluate current UM/UR process to ensure it meets OCS requirements	Not Completed
3. Define how to incorporate outcomes data into our QA process	Not Completed

AGREEMENT FOR PURCHASES OF SERVICES

Introduction

This agreement for Purchase of Services, hereinafter referred to as "Contract", is intended to address and contain all of the terms, parameters, guidelines, and expectations that must be met by any provider of services and all children under the care and responsibility of the City of Winchester Community Policy and Management Team (WINC CPMT).

This Contract is effective as of July 1, 2015, between the WINC CPMT and ("the Provider"), and shall expire at the close of business on June 30, 2016. Unless otherwise terminated as herein provided, at the end of the Initial Term this contract shall automatically renew and continue in full force and effect from year to year ("renewal term"), each such renewal term expiring of June 30 of each year. No renewal term will occur past the date of June 30, 2019. (Discuss renewal term)

This contract does not imply a definite financial obligation on the part of WINC CPMT, the Contract may be terminated by either party with thirty (30) days written notice.

- 1. Adherence to Law.** This Contract is subject to the provisions of the Code of Federal Regulations, the amendments thereto, and relevant state and local laws, ordinances, regulations and pertinent state licensing, certifications and accreditation standards. WINC CPMT may modify this Contract to comply with any requirements mandated by federal, state or local law by giving written notice of said modification to the Provider.
- 2. Choice of Law and Forum.** This Contract shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the Commonwealth of Virginia and any action, administrative or judicial, brought to enforce any provision of this Contract shall be brought only in the federal or state courts for The City of Winchester, Virginia. The Provider accepts the personal jurisdiction of any court in which an action is brought pursuant to this Contract for purposes of that action and waives all defenses to the maintenance of such action.
- 3. Specific Interpretations.**
 - A. Waiver.** The failure of WINC CPMT to enforce at any time any of the provisions of this Contract, or to exercise any option which is herein provided, or to require at any time any performance by the Provider of any the provisions hereof, shall in no way affect the validity of this Contract or any part thereof, or the right of WINC CPMT to thereafter enforce each and every provision.
 - B. Remedies Cumulative.** All remedies afforded in this Contract shall be construed as cumulative, that is in addition to every other remedy provided herein or by law.

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

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

4. Purchase of Services Order.

A. Requirement for Purchase of Services Order (PSO). A (PSO) shall be issued for any and all discrete services that are to be provided by the Provider to any child under the supervision or authority of WINC CPMT. No services shall be administered to a child under the supervision or authority of WINC CPMT without a PSO authorizing such discrete services signed by the Provider, Winchester DSS Fiscal Agent, Case Manager, and CSA Coordinator. In emergency situations the Provider must contact the Case Manager or the Supervisor to obtain prior approval of the service.

B. Content of PSO. The PSO shall define the terms of the purchase and services delivery to a specific child. The PSO shall include the term of service, and type of services to be rendered to the child. The frequency, term and type of service shall be based on the objectives identifies in the IEP, the Family Team Meeting Care Plan or the Individual Family Service Plan (IFSP), which will be furnished to the provider when appropriate.(Discuss with CPMT)

C. Charges under PSO. The Provider agrees to charge WINC CPMT for only those services described in the PSO and in accordance with the Billing Provisions of Section ten (10) of this Contract.

D. Adjustment or Termination of PSO by WINC CPMT. WINC CPMT may adjust or terminate the PSO at any time as a result of changes in the child's eligibility for or progress with services or if WINC CPMT deems it to be in the child's best interest to terminate the PSO. In the event that the WINC CPMT becomes unable to honor any or all approved PSOs for causes beyond WINC CPMT's reasonable control, including, but not limited to, failure to receive promised funds from federal, state, or local government sources or donor default in providing matching funds, WINC CPMT may terminate or modify any or all PSOs issued pursuant to this Contract as necessary to avoid delivery of services for which WINC CPMT cannot make payment.

WINC CPMT shall notify the Provider immediately as soon as it becomes aware of such a cause for termination.

E. Termination of PSO by Provider. The Provider may only terminate a PSO prior to its expiration in the event of the child subject of the PSO committing an infraction considered a Serious Incident as defined in Section fourteen (14) of this Contract and the Provider having followed the notice requirements stated therein, or the service is determined to be no longer appropriate. In the event of termination of a PSO, all reasonable efforts will be made to give WINC CPMT 14 day written notice prior to termination of services to the child. Such written notice shall include the specific reason(s) for terminating services to the child.

5. Provider Employee Background Checks: The provider will be in compliance with all laws, regulations and licensing requirements of Virginia and of its state (if other than Virginia), relating to the conducting of criminal record background checks and child protective services registry checks of its employees. If the Provider is notified that any of its employees are named in a child protective service registry, then this information will be made available by the Provider to WINC CPMT within 10 days of receipt of such notice.

6. Licensure: The Provider represents and warrants that it (1) duly holds all necessary licenses/certifications required by local, State, federal laws and regulations and (2) will furnish satisfactory proof of such licensure to WINC CPMT's representative within ten (10) days after the execution of the Agreement. The Provider covenants that it will maintain its required licensed status with the appropriate governmental authorities and will immediately notify WINC CPMT in the event such licensing is suspended, withdrawn or revoked. The Provider agrees that such suspension, revocation or withdrawal shall constitute grounds for the immediate termination of this Agreement. Misrepresentation of possession of such license shall constitute a breach of contract and terminate this Agreement without written notice and without financial obligation on the part of WINC CPMT to pay the Provider's invoices.

7. Service Quality. The Provider shall provide services at or above the quality standard in the industry at which the service is provided. The description or evaluation written in the Service Fee Directory of the Profile of Services and Prices shall set forth the minimum level of service acceptable. The CSA Service Fee Directory is maintained by the state Office of Comprehensive Services (OCS) and is located on their website (www.csa.virginia.gov).

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

services to any child under the supervision or authority of WINC CPMT. Such reviews may occur as deemed necessary by WINC CPMT and may be unannounced.

8. Service Rates. The rates for services provided to a specific child by the Provider shall be set forth in the PSO for the child. The Provider may not increase the rate for any service described in a PSO during the term of the PSO without prior approval. .

The Provider shall provide to WINC CPMT written notice of any planned rate increase not later than June 1, of every year. Such written notice shall contain the justification for the increase and shall be submitted) to WINC CPMT's Comprehensive Services Act Coordinator

9. Medicaid. The Provider shall file for Medicaid reimbursement for any Medicaid eligible services provided by the Provider to any Medicaid eligible child under the supervision or authority of WINC CPMT. The Provider shall be responsible for adhering to all Medicaid requirements, both service and fiscal. Any costs associated with improper management of Medicaid cases on the part of the provider shall be the sole responsibility of the Provider. The Provider shall provide WINC CPMT with documentation specifying the status of initial Medicaid approval within 10 days of receipt of such by the Provider. All other documentation specific to Medicaid received by the Provider shall be provided in writing to FC CPMT within 10 days of receipt of such documentation. WINC CPMT shall not be responsible for payment of Medicaid eligible services that are denied by Medicaid for reasons attributable to fault of the Provider.

Case Manager: shall supply the Provider with the child's Medicaid number, if applicable; include a Certificate of Need from FAPT within 30 days prior to placement that indicates necessity of placement for residential treatment or a FAPT Assessment indicating medical necessity for therapeutic foster care placements; provide a complete copy of the DSM-IV diagnosis; provide a completed CANS dated within 90 days of placement and every 3 months thereafter; provide a signed Reimbursement Rate Certificate for each child eligible for Medicaid reimbursement. Updated CANS should be given to the Provider in a timely manner for inclusion in the "Continued State Review" forms to DMAS prior to the expiration of the authorization period. WINC CPMT shall be responsible for payment of Medicaid eligible services that are denied by Medicaid for reasons attributed to fault of WINC CPMT, only if preauthorized by FAPT/CPMT.

10. Billing. The Provider shall bill WINC CPMT each month for all services rendered to a child pursuant to a PSO after services have been provided.. The Provider shall bill WINC CPMT for any and all services provided within thirty (30) days of the date on which the service was provided. WINC CPMT agrees to mail payment for all correct invoices within forty-five (45) days of receipt of the invoice.

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

PSO for a specific child. The Provider shall bill WINC CPMT for the actual number of hours of service provided to the child.

When a child misses an appointment WINC CPMT shall not be responsible for payment. Payment will not be made for "No Shows" or any other time when services are not rendered.

11. Accounting and Record Keeping. The Provider shall maintain an accounting system and supporting records adequate to assure that claims for funds are in accordance when applicable state, federal and appropriate accrediting agency requirements. Such supporting records shall reflect all direct and indirect costs of any nature expended in the performance of this Contract and all income from any source. The Provider shall also collect and maintain fiscal and statistical data pursuant to the servicing of this Contract and any PSO for a child under the supervision or authority of WINC CPMT on forms designated by WINC CPMT.

The Provider agrees to retain all books, records, and other documents relative to this Contract and any PSO for a child under the supervision or authority of WINC CPMT for three (3) years after any final payment pursuant to this Contract and any PSO for a child under the supervision or authority of WINC CPMT or as long as necessary for purposes of any unresolved state or federal audit. WINC CPMT, its authorized agents, and state or federal auditors shall have full access to and the right to examine any of said materials during an audit.

12. Confidentiality. Any information obtained by the Provider pursuant to this Contract concerning applicants, a child under the supervision or authority of WINC CPMT, or such child's family members shall be treated as confidential. Use or disclosure of such information by the Provider shall be limited to purposes directly connected with the Provider's responsibility for services under this Contract. Both parties further agree that this information shall be safeguarded in accordance with the provisions of the Code of Virginia, as amended, and any other relevant provisions of state or federal laws.

13. Reporting Requirements For Treatment Providers: Unless otherwise stipulated, the Provider shall submit to WINC CPMT a proposed written Treatment Plan within thirty (30) calendar days of the initiation of services to the child/youth. The Treatment Plan shall include at least the following information: type(s) and number(s) of disabilities, mental health and mental retardation diagnoses, or delinquent behaviors for which the purchased services are intended to address, prognosis, short and long term goals, expected outcomes, and performance timeframes mutually agreed to between WINC CPMT and the Provider when the services are purchased. Required monthly progress reports from the Provider to WINC CPMT shall include progress or lack of progress of child on long and short term goals, and reasons thereof, any anticipated change to expected outcomes, medications administered (if any), and any significant incidents affecting the child. If the Provider fails to provide any written treatment plan, progress report, or termination report in a timely manner, WINC CPMT may withhold payment of the Provider's invoices until such plan or report is received.

When applicable, the Provider shall provide the case manager with a copy of any reports of annual physical and dental examinations and psychological or psychiatric examinations of the child/youth conducted while under the care of the Provider. If requested by WINC CPMT, the Provider shall provide a monthly utilization report for each child. The Provider shall submit the monthly utilization report within 10 days after the end of each calendar month.

If possible, and upon two weeks' notice of a meeting of the FAPT and, or a Family Team Meeting for a child, the Provider shall ensure that a representative with personal knowledge of the progress of the child and authority to bind the Provider attends and participates in such meeting.

14. Serious Incident Reporting: The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which is related to youth placed by WINC CPMT. A serious incident includes, among others, abuse or neglect; criminal behavior; death; emergency treatment; facility related issues, such as fires, flood, destruction of property; food borne diseases; physical assault/other serious acts of aggression; sexual misconduct/assault; substance abuse; serious illnesses, (such as tuberculosis or meningitis), serious injury (accidental or otherwise); suicide attempt; unexplained absences; frequent "No Shows"; or other incidents which jeopardize the health, safety, or wellbeing of the youth. As a note: providers who are mandated reporters for suspected abuse, should continue to follow state and agency mandates.

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

The written report of the serious incident shall provide a factual, concise account of the incident and include:

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

Separate reports should be completed and submitted for each child/youth involved and placed by WINC CPMT. The provider is responsible for ensuring the confidentiality of the parties involved in the incident.

In the event the case manager of the placing agency determines that a serious incident has occurred, the case manager will notify the Provider of the allegation. The provider shall within

48 hours of the case manager's notification complete and submit a written report as provided, supra.

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

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

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

19. Insurance. When appropriate, the Provider shall at its sole expense obtain and maintain during the term of this Contract the insurance policies listed and required herein, naming WINC CPMT as an additional insured, and shall furnish WINC CPMT with a certificate of insurance prior to commencing work upon any PSO signed pursuant to this Contract. Any required insurance policies must be effective prior to the provision of any services or performance by the Provider under this contract and such policies cannot be cancelled without 30 days written notice to WINC 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 Contract. The minimum limits of liability for this coverage shall be \$1,000,000 combined single limit for any one occurrence.
- B. Contractual liability broad form insurance shall include the indemnification obligation set forth in this contract.
- C. Workers' compensation insurance covering Provider's statutory obligations under the laws of the Commonwealth of Virginia and employer's liability insurance shall be maintained for all its employees engaged in work under this contract. Minimum limits of Liability for employers liability insurance will be \$500,000 for bodily injury by accident each occurrence, \$100,000 bodily injury by disease (policy limit) and \$100,000 Bodily injury by disease (each employee). With respect to Workers' compensation coverage, the Provider's insurance company shall waive rights of subrogation against WINC CPMT, its officer, employees, agents, volunteers and representatives.

- D. Automobile liability insurance shall be at least \$1,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this contract.
- E. Professional liability insurance with a minimum of liability of \$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. Indemnity. The Provider shall indemnify, defend and hold harmless the WINC CPMT and all agencies represented therewith along with their officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses including court costs and reasonable attorneys' fees arising from any material default or breach by the Provider of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Provider, its officers, agents employees and subcontractors.

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

22. Miscellaneous.

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

Signatures:

Printed Name and Title (Provider)

Signature (Provider)

Date

Printed Name (WINC CSA Coordinator)

Signature (FC CSA Coordinator)

Date

DRAFT



Winchester Community Policy and Management Team

24 Baker Street
Winchester, VA 22601
540-662-3087
www.winchesterva.gov

I, Mark Gleason, Chairperson of Winchester Community Policy and Management Team, hereby certify on this 9th day of June 2015 that the following Resolution is a true and exact copy of one and the same adopted by the Community Policy and Management Team of the City of Winchester, assembled in regular session on the 9th of June 2015.

RESOLUTION

WHEREAS, the Community Policy and Management Team of the City of Winchester, Virginia, finds it desirable to establish a schedule of its Regular Meetings for the period beginning July 9, 2015 and concluding June 9, 2016; and

NOW THEREFORE, BE IT RESOLVED that all meetings hereinafter described shall be conducted at the Winchester DSS Boardroom, 24 Baker St, Winchester, VA at 2:00 P.M. for the Regular Meeting.

BE IT FURTHER RESOLVED that the following schedule of Regular Meetings is, hereby, adopted.

Schedule of Regular Meetings

July 9, 2015	January 7, 2016
August 13, 2015	February 11, 2016
September 10, 2015	March 10, 2016
October 8, 2014	April 14, 2016
November 12, 2015	May 12, 2016
December 10, 2015	June 9, 2016

Resolution No. 2015-02.

ADOPTED by the Community Policy and Management Team of the City of Winchester on the 9th day of June 2015.

Witness under my hand,

*Mark Gleason,
Chairperson
Community Policy and Management Team*

(D) Develop an individual family services plan for youths and families reviewed by the Team that provides for appropriate and cost-effective services;

(E) Identify children who are at-risk of entering, or are placed in, residential care through the Comprehensive Services Act program who can be appropriately and effectively served in their homes, relatives' homes, family-like settings, and communities. For each child entering or in residential care, in accordance with the policies of the Community Policy and Management Team, the FAPT or approved alternative multidisciplinary team, in collaboration with the family, shall (i) identify the strengths and needs of the child and his family through conducting or reviewing comprehensive assessments, including but not limited to information gathered through the mandatory uniform assessment instrument, (ii) identify specific services and supports necessary to meet the identified needs of the child and his family building upon the identified strengths, (iii) implement a plan for returning the youth to his home, relative's home, family-like setting, or community at the earliest appropriate time that addresses his needs, including identification of public or private community-based services to support the youth and his family during transition to community-based care, and (iv) provide regular monitoring and utilization review of the services and residential placement for the child to determine whether the services and placement continue to provide the most appropriate and effective services for the child and his family;

(F) Where parental or legal guardian financial contribution is not specifically prohibited by federal or state law or regulation, or has not been ordered by the court or by the Division of Child Support Enforcement, assess the ability of parents or legal guardians, utilizing a standard sliding fee scale, based upon ability to pay, to contribute financially to the cost of services to be provided and provide for appropriate financial contribution from parents or legal guardians in the individual family services plan ("IFSP");

(G) Refer the youth and family to community agencies and resources in accordance with the individual family services plan;

(H) Recommend to the Community Policy and Management Team expenditures from the local allocation of the state pool of funds; and

(I) The lead agency is responsible for monitoring and reporting, as appropriate, on the progress being made (i.e. utilization review) in fulfilling the individual family services plan developed for each youth and family.

2.4.4 FAPT Documentation and Financial Requirements

In order to access the process for obtaining CSA funding, a referral process is required. Referrals may originate from any public agency serving on the CPMT and FAPT.

Parents and persons who have primary physical custody of a child may directly refer children in their care to the Family Assessment and Planning Team by contacting the Winchester Comprehensive Services Act Coordinator. The CSA Coordinator and the family will complete the CSA paperwork required to present the youth to the FAPT team to determine if the youth is eligible for services. If the youth is found to be eligible for services by the FAPT, the CSA Coordinator and FAPT will assist the family in identifying the appropriate public agency to manage the case, complete all required paperwork, and present the case to the FAPT.

The required FAPT packet shall consist of:

Revised June 2014

BROADCAST 9091

DATE: April 15, 2015

TO: Local Departments of Social Services

FROM: Carl E. Ayers, Director
Traci B. Jones, Adoption Program Manager

SUBJECT: Clarification regarding Responsibility for Educational Costs for Children with Adoption Assistance placed in Residential Treatment Programs

CONTACT(S): Jennifer Cooper, Senior Adoption Policy Consultant,
jennifer.cooper@dss.virginia.gov (804) 726-7953
Carol Wilson, Program Consultant, OCS,
carol.wilson@csa.virginia.gov (804) 662-9817
Pat Haymes, Education Administrator,
patricia.haymes@doe.virginia.gov
(804) 786-0116

The purpose of this broadcast is to provide guidance to local department of social services (LDSS) staff and their partners regarding payment of educational costs when parents who receive adoption assistance place a child into residential treatment centers. Specifically, questions have arisen regarding interpretation of the Virginia Department of Education's FAQ 014-11 entitled "Parental Placement of a Student with Disabilities in a Residential Facility." ([VDOE FAQs related to Virginia Regulations Governing Special Education Programs for Children with Disabilities in Virginia](#))

"Students with Disabilities" Placed for *Educational Reasons*

Any "student with a disability" including children who are receiving adoption assistance, whose Individualized Education Program (IEP) requires placement into a residential program for educational reasons, is eligible and "mandated" for services under the Comprehensive Services Act (CSA). The Community Policy and Management Team (CPMT) in the locality of the parents' residence is responsible for ensuring payment.

Students with Disabilities Placed for *Non-educational Reasons*

FAQ 014-11 refers primarily to children who are placed by their parents for non-educational reasons, i.e., "a student with a disability" whose IEP does not require a residential treatment setting; rather, the child is placed to address emotional/behavioral needs.* The response to this FAQ states that the child "maintains his or her FAPE (free and appropriate public education) entitlement." It is the responsibility of the school division to "determine what is necessary to meet FAPE" requirements for the child.

Because of this wording, the assumption has been made by some local departments, community policy and management teams (CPMTs) and family assessment and planning teams (FAPTs) that it is the local school division's responsibility to cover all educational

costs associated with the placement of a “student with a disability” into a residential treatment setting.

However, the school division’s responsibility lies solely in the provision of FAPE. Virginia regulation 8VAC20-81-10 states that FAPE “means special education and related services.” “Special education” is defined as “specially designed instruction”, which is provided “at no cost to the parent to meet the unique needs of a child with a disability.” Lastly, “specially designed instruction” means:

“adapting as appropriate to the needs of the eligible child under this chapter, the content, methodology or delivery of instruction...to address the unique needs of the child that result from the disability and *to ensure access of the child to the general curriculum* so that the child can meet the educational standards that apply to all children within the jurisdiction of the local educational agency.”

The school division’s responsibility is thus limited to FAPE, or to ensuring the provision of accommodations or activities on the IEP which are designed to adapt the general curriculum to the child’s needs. *The provision of FAPE does not mean that the school is responsible for the general educational costs of the child.* The school may opt to ensure FAPE in one of several ways, including contracting with the educational provider to ensure the services and adaptations noted in the IEP, purchasing adapted materials, providing an itinerant teacher, etc.

Adoption assistance funds may be used to pay the *general education* costs of children receiving adoption assistance if the local FAPT has provided the required multidisciplinary review, determined that services in the community are not available or have been exhausted, and recommended placement. If assistance is needed with educational costs, the adoptive parent may contact the LDSS that initiated the adoption assistance agreement to request a special services payment be negotiated to assist in covering the general educational costs. The adoptive parent may not be assessed a co-pay on the FAPE services provided by the school division or on any costs reimbursed by Medicaid.

The VDSS policy manual, Chapter 2 Adoption Assistance, will be revised to reflect this information. This broadcast will also be shared with CSA coordinators and CPMT chairpersons.

BROADCAST 9088

DATE: April 15, 2015

TO: Local Directors,
Foster Care and Adoption Supervisors and Workers,
CSA Coordinators

FROM: Carl E. Ayers, Director of Family Services
Em Parente, Foster Care Program Manager

SUBJECT: Clarification regarding the Provision of Services to Youth who turn 18 while in Foster Care

CONTACT: Regional Permanency Consultants:
Dawn Caldwell, (540) 204-9638; dawn.caldwell@dss.virginia.gov
Tammy Curl, (540) 347-6334; tammy.d.curl@dss.virginia.gov
Tammy Francisco, (276) 676-5487; tammy.francisco@dss.virginia.gov
Jane Joyner, (757) 491-3986; jane.joyner@dss.virginia.gov
Lisa Tully, (804-662-9791; lisa.tully@dss.virginia.gov

This broadcast provides clarification regarding the provision of services to youth who turn 18 while in foster care. This year VDSS worked with the 2015 Virginia General Assembly to introduce code changes and secure state funding which would have permitted the implementation of the federal Fostering Connections program in Virginia resulting in the continuation of a full range of supportive services for both foster and adoptive youth to age 21. Unfortunately, these efforts were not successful.

While preparing for the General Assembly session on implementing the Fostering Connections program, VDSS did extensive research and became aware that some Local Departments of Social Services (LDSS) have been providing foster care services to youth between 18 and 21 although many of these youth are only eligible for independent living services. If Fostering Connections had passed, all youth who turned 18 while in foster care would have been eligible for the full array of foster care services until they turned 21 and the issue above would have been addressed.

In the absence of enabling legislation and funding, it is necessary for VDSS to clarify which services are currently supported by the Code of Virginia for youth who turn 18 while in foster care and actions LDSS must take to ensure that the appropriate services are delivered to the youth we serve.

LDSS have three authorities under which they serve youth between the ages of 18 and 21:

1. Section 406(a) of the Social Security Act

An exception to the age limit for Title IV-E foster care eligibility under section 472 is permitted for those children who are over 18 and under the age of 19 and who are full time students expected to complete their secondary schooling or equivalent training before reaching age 19. In Virginia, youth in foster care who turn 18 and are expected to complete their schooling prior to their 19th birthday continue to be eligible for foster care services until they complete school or it becomes clear that they will not complete school prior to their 19th birthday.

2. Section 63.2-908 of the Code of Virginia

This Code section provides LDSS the authority to provide foster care services to a youth *in a permanent foster care placement where the child shall remain until attaining majority or thereafter, until the age of twenty-one years, if such placement is requisite to providing funds for the care of such child, so long as the child is a participant in an educational, treatment, or training program approved pursuant to regulations of the Board.*

3. Section 63.2-905.1 of the Code of Virginia

This Code section requires that LDSS provide independent living services to all youth turning 18 while in foster care who are not eligible for foster care services through one of the two authorities above.

§ 63.2-100 of the Code of Virginia defines Independent Living Services as including: *counseling, education, housing, employment, money management skills development, access to essential documents and other appropriate services to help children or persons prepare for self-sufficiency.* LDSS shall provide services as noted above to support eligible youth to successfully transition to adulthood. However, independent living services do not include foster care placements. The independent living stipend is used to provide youth with the means to secure housing.

For youth who are eligible for independent living services rather than foster care services, efforts must be made to transition them out of foster care placements as quickly as possible. No new foster care placements for youth who are not in foster care are permitted. Efforts should be made to convert existing foster home or treatment foster home placements to independent living arrangements.

No group home or residential treatment placement is permissible for youth between 18 and 21 unless they meet one of the first two authorities above. If youth have significant special needs such that they require a higher level of care than can be provided in an independent living arrangement, efforts must be made to transition these youth to the appropriate adult serving agencies in order to access a higher level of care.

As LDSS review the youth who are receiving services in this age group, we encourage the agency and community to ensure their needs are met through the most appropriate authority or agency. For those situations where a youth who is currently being served and cannot be served under one of the authorities above, the agency should notify Carl Ayers at carl.e.ayers@dss.virginia.gov or (804) 726-7597. Every effort will be made to provide support to ensure the provision of services to the youth in this group.

Finally, a supplemental clothing allowance is provided to children in foster care. Youth who are eligible for independent living services only are not eligible for the supplemental clothing allowance. Maintenance payments for the minor child of a youth in foster care are similarly not available to youth who do not meet one of the authorities above and are, therefore, eligible for independent living services only.

Additional information about independent living arrangements and services can be found in the Achieving Permanency for Older Youth section of the Foster Care chapter of the Child and Family Services Manual. Specific case questions can be directed to the regional permanency consultants.

BROADCAST 9176

DATE: June 1, 2015

TO: Local DSS
CSA Coordinators
CPMT Chairs
Private Providers

FROM: Carl Ayers, Director, Division of Family Services, VDSS
Susie Cumbia Clare, Executive Director, OCS

SUBJECT: Provision of Services to Youth who turn Age 18 in Foster Care-*Frequently Asked Questions (FAQ)*

CONTACT(S): Em Parente, em.parente@dss.virginia.gov or (804) 726-7538
Carol Wilson, carol.wilson@carol.wilson@csa.virginia.gov or (804) 662-9817

The Virginia Department of Social Services (VDSS) and the Office of Comprehensive Services (OCS) are receiving many questions regarding the local implementation of VDSS Broadcast #9088 *"Clarification regarding the Provision of Services to Youth who turn 18 while in Foster Care."* While the individual questions are being answered directly, there are several repeated questions of broader applicability for which answers are provided below.

Question #1: Are children receiving Independent Living Services (IL) "mandated" by the Comprehensive Services Act (CSA)? If so, is the IL stipend of \$644 a month the only allowable service?

Response: The Code of Virginia (§63.2-905; §2.2-5211; §2.2-5212) requires that youth who are eligible for "foster care services" ... "including but not limited to independent living services" (COV §63.2-905) are eligible and mandated for services under the Comprehensive Services Act. IL services are identified as a foster care service appropriate for former foster youth who are now ages 18-21 (COV §63.2-905; §63.2-905.1). Youth in this age range are "otherwise eligible for mandated services." (COV §2.2-5212 B).

The IL stipend is not the only service which may be provided to former foster youth over the age of 18 who are eligible for IL Services. IL services are defined by federal and state child welfare laws, regulations and policies. The VDSS IL services definition incorporates a broad range of IL services to support and promote self-sufficiency for youth ages 18-21.

If a youth's eligibility is established, and the Family Assessment and Planning Team (FAPT) recommends individualized IL services, and the Community Policy and Management Team (CPMT) authorizes funding, then the state and local governments are obligated to "appropriate such sums of money as shall be sufficient" to support these IL services. (COV §2.2-5211).

Question #2: Can maintenance payments, including those determined by the VEMAT, be made to a foster parent for a youth age 18 or older who remains in the foster home?

Response: No, with limited exceptions. To understand this response, it is necessary to review the statutory authority given to a local DSS. Please see the excerpt from the Code of Virginia below:

*§63.2-900. Accepting children for placement in homes, facilities, etc., by local boards.
A. Pursuant to § 63.2-319, a local board shall have the right to accept for placement in suitable family homes, children's residential facilities or independent living arrangements, subject to the supervision of the Commissioner and in accordance with regulations adopted by the Board, such persons under 18 years of age as may be entrusted to it by the parent, parents or guardian, committed by any court of competent jurisdiction, or placed through an agreement between it and the parent, parents or guardians where legal custody remains with the parent, parents, or guardians... The local board shall, in accordance with the regulations adopted by the Board and in accordance with the entrustment agreement or other order by which such person is entrusted or committed to its care, have custody and control of the person so entrusted or committed to it until he is lawfully discharged, has been adopted or has attained his majority. (Italics added.)*

The Code of Virginia (§63.2-900) gives local Departments of Social Services (LDSS) the authority to “accept for placement” children under the age of 18. This authority (custody, entrustment or commitment) to place this child ends when “he is lawfully discharged, has been adopted or has attained his majority.” Thus youth 18 or older are no longer in the custody of LDSS, may not be not “placed” by LDSS, and may not receive “placement” services such as maintenance payments to foster parents to care for the youth.

The exceptions for when maintenance may be paid for a youth over the age of 18 are outlined in Broadcast #9088 (when youth are subject to a court approved permanent foster care agreement; or a youth is age 18, in school, and will graduate prior to his/her 19th birthday).

Question #3: Can maintenance payments be made to a Licensed Child Placing Agency (LCPA) to cover the costs of room and board, personal incidentals, clothing, etc. for a youth in an IL living arrangement?

Response: No, maintenance may not be paid to LCPAs who are coordinating IL arrangements for youth ages 18 or older either in a former foster home or an apartment. Maintenance payments are made to a foster parent or an LCPA to provide for the child’s shelter, food, clothing, etc. only for a child in the custody of LDSS. Youth ages 18-21 in IL arrangements are not in the custody of LDSS. The youth’s stipend, however, may be used to pay housing costs or rent as part of an IL arrangement with a family or an LCPA.

Again, the exceptions for when maintenance may be paid for a youth over the age of 18 are outlined in Broadcast #9088 (when youth is subject to a court approved permanent foster care agreement; or a youth is age 18, is in school, and will graduate prior to his/her 19th birthday).

Question #4: Title IV-E permits the payment of maintenance for a youth to continue in a foster home if the youth is 18 years old, is in school, and will graduate from high school prior to his/her 19th birthday. Does this same provision apply to youth whose placements are supported by CSA?

Response: Yes. Youth in foster care placement who are age 18, but will graduate by their 19th birthday remain eligible for maintenance payments through the graduation month, regardless of the payment source.

Question #5: Our locality has heard the deadline for transitioning youth ages 18-21 that are not otherwise eligible for foster care placement is July 1, 2015. Is this date accurate?

Response: No. There is no deadline or date by which these identified youth must be transitioned to alternative living arrangements or funding transitioned to long-term funding streams. Emphasis is currently placed on the responsibility of the LDSS and the Family Assessment and Planning Team to develop plans for transition to services that meet the definition of IL services and/or to identify funding streams which are sustainable into the future to meet the youth's individual needs. As each youth's circumstances and complexity of needs varies, it may be easier to accomplish transition more quickly for some youth than others.

As stated in the Broadcast, local departments should not enter into new placement agreements for youth who are not eligible for foster care placements.

Question #6: What services are allowable to be provided to youth in IL arrangements? Specifically, what services can LCPAs or other community providers offer that would be in compliance with Broadcast #9088 and CSA guidelines?

Response: Individualized wrap-around services may be developed by the FAPT and purchased from providers, including LCPAs, for youth in independent living arrangements, whether they are in former foster homes or apartments. Categories of independent living services are listed in the VDSS Foster Care Manual, Section 14.10 and include, but are not limited to, academic support, budget and financial management assistance, mentoring, career preparation, health education and risk prevention, and supervision of IL apartment arrangements. For more information about IL services, please see [Section 14 achieving permanency for older youth.pdf](#)

Please continue to contact your Regional Permanency Consultant with questions about specific case situations. For difficult or hard-to-resolve circumstances, please contact Carl Ayers with VDSS at Carl.E.Ayers@dss.virginia.gov. For questions about CSA, please contact Carol Wilson with OCS at carol.wilson@csa.virginia.gov or (804) 662-9817.

**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:

Non-treatment Foster Care: 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.

Assessment Level Treatment Foster Care: 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.

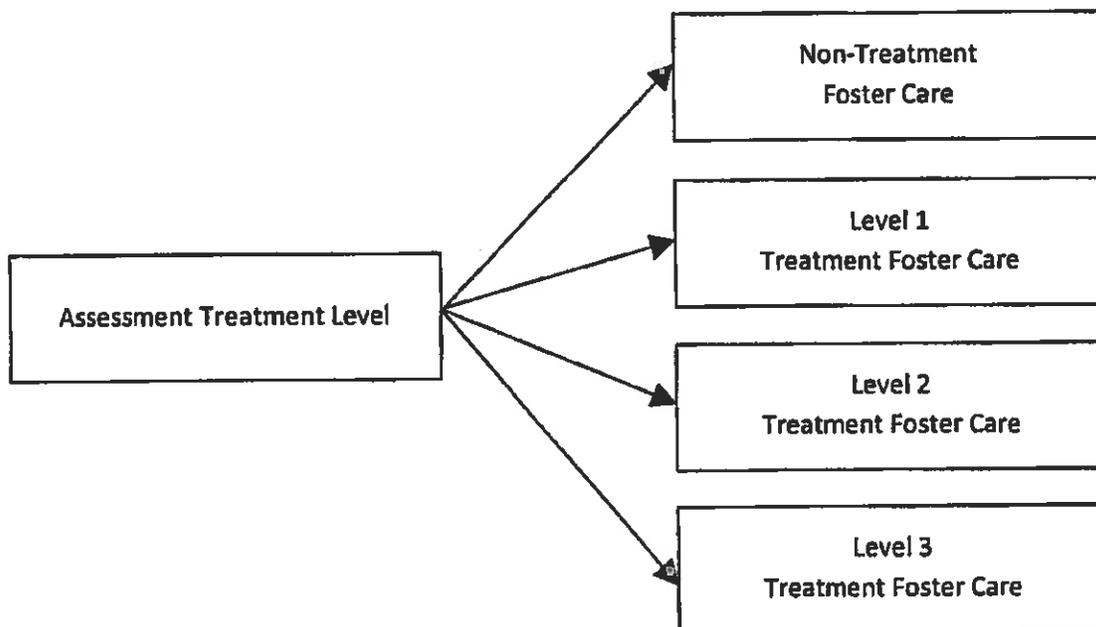
Treatment Foster Care Levels 1, 2 and 3 represent ongoing treatment placement levels, with Level 1 representing the lowest treatment needs, Level 2 moderate treatment needs and Level 3 significant treatment needs.

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



**Comprehensive Services Act for At-Risk Youth and Their Families (CSA)
Frequently Asked Questions (FAQ)
State Executive Council “Levels of Care” Policy for Licensed Child Placing Agencies**

Please see the end of this document for an explanation of acronyms used in this FAQ.

The questions in this FAQ were taken from the public comments and other questions identified by providers and localities.

#1 – Are the levels going to be more specifically described or defined in guidance (e.g., which services are associated with each level)?

No. The levels are intentionally broad and based on the *needs of the child* (including physical health/medical needs, not solely behavioral/emotional needs), not on levels of service or rates. The general nature of the levels is purposeful to support local governments and TFC providers in defining their practices within the parameters of the Guidelines.

#2 – Is there a relationship between the Medicaid criteria for TFC case management and the levels of TFC? (revised 5/1/15)

Yes. Licensing standards for LCPAs operating TFC programs require case management and provide specifics regarding caseload size, service planning, and visits per month. These requirements are consistent with the DMAS (Medicaid) standards for Treatment Foster Care-Case Management (TFC-CM). LCPAs should apply to Medicaid to fund TFC-CM for Medicaid eligible children in TFC. If the child is determined not to meet medical necessity criteria (i.e., per Magellan authorization) and appropriate appeals are completed resulting in denial, the FAPT/CPMT should either: a) authorize CSA funding for TFC-CM based on assessment data that indicates the child’s needs otherwise require treatment case management (e.g., physical health needs, abuse or neglect) and maintain specific documentation of the justification for this decision or b) re-evaluate the level of care and, if the team concurs that the non-treatment level of care is appropriate to meet the youth’s needs, place the youth at the non-treatment level of care.

#3 – Will providers need to update their licenses to offer non-treatment foster care?

Licensed Child Placing Agencies that are authorized to provide treatment foster care are also authorized to provide non-treatment foster care. At the time of application to the VDSS Division of Licensing Programs (DOLP), the licensed child placing agency completes a form which requires the agency to request approval for the types of services it wishes to provide. If the LCPA’s “physical” license does not reflect the authorization to provide non-treatment foster care, the agency should contact its licensing specialist in the VDSS Division of Licensing Programs and request to have this designation added.

#4 – Will the level system adopted by the SEC be required?

Yes. Any locality seeking to access state share of CSA funds for treatment foster care or non-treatment foster care by an LCPA must demonstrate that "levels of foster care services are appropriately matched to the individual needs of a child or youth," consistent with the policy adopted by the SEC.

#5 – What about localities that have existing levels and rates? Will the implementation of the SEC policy and guidelines supersede those?

The policy adopted by the SEC does not address rates. As stated in statute (COV §2.2-5214), CSA rates are determined by the "free market" process. Some localities and all providers have "level systems" which must be integrated into the structure provided by the guidelines.

#6 – Is it reasonable for a local government to request that a provider accept "maintenance-only" payment for a child on the non-treatment level of care?

Licensure regulations for LCPAs have a variety of requirements beyond provision of basic foster case maintenance and a subset of these requirements apply to the non-treatment level of care. These include activities as defined by the "Private Foster Care Support, Supervision and Administration" CSA service name. These activities are appropriately billable to CSA.

#7 – Who has the final say if the locality and provider disagree about a level of service?

The contracting of services and rates continues to be a local decision along with the collaborative decision-making processes which are currently in place. The determination of the level of care needs to be supported by assessment data.

#8 – How often should FAPT review the level placement of a child?

The policy adopted by the SEC does not change current practice regarding FAPT review. Cases are reviewed by FAPT according to local policy.

#9 – How do the current assessment instruments such as CANS and VEMAT correlate to the levels?

Decisions about placement at a level and movement between levels should use all available information to determine the needs of the child. The CANS and VEMAT both use progressive categories of severity in rating items, consistent with three progressive levels of TFC. *The intent is to use all information collectively to reach the best possible decision for the child's care.* There is no direct correlation between the CANS or VEMAT assessment and a specific TFC level (e.g., a child with all ratings of "1" on the CANS does not determine that a child is at level 1). Rather the CANS assessment, VEMAT, provider progress reports, foster parent reports, psychologicals, social histories, evaluations, medical records, etc. should *all* be considered in determining the appropriate level. For example, a child may have ratings of "1" on the CANS in several areas of the Life Functioning domain, but not have the behavioral/emotional needs or risk behaviors which warrant placement at TFC Level 1. Rather the child could be served in the non-treatment foster care level. Alternatively, a child could have numerous ratings of "2" on the CANS, but because some of those ratings reflect needs such as self-harm or psychotic behaviors the child may need to be placed at TFC Level 3.

#10 – How do the guidelines permit/encourage the placement of siblings in the same foster home?

The SEC policy requires that each child is provided services according to his/her documented level of need. Each child within a sibling group placed in the same foster home must receive services at his/her individual level of need. For example, one child may have emotional/behavioral problems determined to be at TFC Level 2 and in need of structured treatment foster care, but have siblings who do not demonstrate this level of need. Implementation of the guidelines concerning the non-treatment level of care provides the LCPA and the foster home the flexibility to serve the entire sibling group, with every child served at the correct level of need.

Assessment Level

The remaining questions address questions about the "Assessment Level." The following information is provided to assist providers and local governments in understanding the intended purpose and functionality of the "Assessment Level."

#A1 – What will providers need to offer or do for the Assessment Level? (e.g., "clarify and delineate additional assessment activities over licensure standards")

The Assessment Level should be considered *as a collaborative process* whereby all stakeholders, the LDSS, the LCPA, the FAPT, the parents, and/or anyone with information about the child, work together to gather information to learn about the child and family and assess strengths and needs of both. As a child may come into foster care unexpectedly and the LDSS has little or no information about the child, it is best practice to assess any child's needs prior to making a placement level determination. During the assessment period, it is expected that the following activities will be completed:

- required assessment tools (CANS and VEMAT)
- all documentation required of the provider by licensing standards (e.g., social history, service plan)
- a Family Partnership Meeting
- a FAPT meeting to include discussion about how the child is adapting to that foster home and what services may be needed to enhance the adjustment
- an assessment of the relationship between the child and foster parent; and
- if necessary, a psychological assessment.

As with all the levels, placement at the assessment level is not associated with a specific rate and rates may vary depending on what the locality negotiates with the provider for this level of service.

The assessment process provides a formal structured opportunity to implement the best practice of assessing a child's strengths and needs prior to determining what services should be put in place. It provides a less restrictive alternative to a 60–90 day residential assessment program alleviating the need for the child to experience multiple moves. The intent is that the assessment level of care will result in the identification and delivery of appropriate services and result in fewer placement disruptions.

#A2 – When is the Assessment Level required?

The assessment process is required for children entering care for the first time and children who are moving from the care of one licensed child placing agency to another. Placement at the assessment level should not exceed 60 days.

#A3 – Are children being placed at the non-treatment level also assessed first? If so, why?

Yes, as indicated above, children who are new to care or moving from one provider to another (e.g., different LCPA, step-down from residential, placed from detention) are to be placed at the assessment level. A child may appear to have few needs or have been stable in their current foster home. However, needs, behaviors and other concerns may emerge after placement or upon movement to another LCPA. A child's removal from his/her birth (or adoptive) home and subsequent placement changes are inherently traumatic and the child's needs should be assessed at the time of initial placement with a LCPA.

#A4 – Isn't it a conflict of interest for the provider to do the assessment?

No. The decision regarding the appropriate level of care is a *collaborative one* based on information obtained during the assessment period.

Terms as used in this FAQ:

CSA	Comprehensive Services Act for At-Risk Youth and Families
LCPA	Licensed Child Placing Agency
TFC Agency	Licensed Child Placing Agency authorized by regulatory language (Virginia Administrative Code) to provide Medicaid Treatment Foster Care Case Management
DMAS	Department of Medical Assistance Services
SEC	State Executive Council (policy-making and oversight body for CSA)
FAPT	Family Assessment and Planning Team
LDSS	Local department of social services
VDSS	Virginia Department of Social Services
DOLP	Division of Licensing Programs (within VDSS)

PLACEMENT WITH LICENSED CHILD PLACING AGENCY

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

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.

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.

³DSS 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."



COMMONWEALTH of VIRGINIA

Susan Cumbia Clare, M.Ed
Executive Director

OFFICE OF COMPREHENSIVE SERVICES
Administering the Comprehensive Services Act for At-Risk Youth and Families

ADMINISTRATIVE MEMO # 15-02

TO: CPMT Chairs
CSA Fiscal Agents
CSA Coordinators

FROM: Chuck Savage, Business Manager

DATE: May 21, 2015

SUBJECT: FY16 WRAP-AROUND SERVICES FOR STUDENTS WITH DISABILITIES

The Governor's FY2016 budget for CSA appropriates \$2.2 million general funding for services in the fund category "Wrap-Around Services for Students with Disabilities" (SPED Wrap-Around). This specific appropriation represents a continuation for the CSA "earmark" funding for a particular service category.

This limited appropriation places several restrictions on expenditures for this service category i.e. expenditures may not exceed \$2.2 million general funding statewide and funds cannot be used for other service categories. As with all CSA service funds, unspent funds may not be carried forward from one fiscal year to the next. The Office of Comprehensive Services (OCS) must allocate and manage these funds in such a manner to ensure compliance with these restrictions.

The allocation and management process for funds has been predicated on the following principles:

1. All communities should have an opportunity to utilize funds regardless of past usage,
2. All communities should have equitable access to funds,
3. 100% of the earmarked funds should be allocated,
4. The outcomes achieved for youth receiving such funds should be documented.

The process for allocation and management of FY2016 SPED Wrap-Around funds is described below:

1. Initial allocations have been calculated following the same methodology used to determine base service allocations. No community is allocated less than \$1,000 general funding (See "Preliminary Allocations: Wrap-Around Services for Students with Disabilities," attached).
2. Allocations will become available to local communities upon OCS review of written confirmation that the community intends to utilize funds. Allocations must be used solely for SPED Wrap-Around Services. (See "Intent to Utilize Funds for Wrap-Around Services for Students with Disabilities," attached)
3. Allocations to communities who do not submit confirmation they intend to utilize funds will be recouped and made available for reallocation to other communities on a first-come/first-served, application basis.
4. Expenditures for SPED Wrap-Around services will be analyzed following the close of the second quarter (December 2015). Unspent allocations will be reviewed for possible recoupment and reallocation.
5. Communities will identify projected outcomes and outcome measures when submitting their intent to used funds and will maintain internal reporting documentation of annual results.

The use of mandated funds for "Wrap-Around Services for Students with Disabilities" allows communities to provide services to youth when their identified disabilities compromise functioning outside the school environment. Such services may provide critical supports for youth who present significant challenges in the home or community. Communities are encouraged to consider their local policies regarding the provision of SPED Wrap-Around service and to identify strategies to maximize utilization of community-based supports for all youth.

Communities must submit their FY2016 Intent to Utilize Funds form no later than the close of business on Thursday, July 9, 2015.

Questions regarding the SPED Wrap-Around allocation process may be directed to Brady Nemeyer, Program Consultant, by phone at (804) 662-9819 or by e-mail at brady.nemeyer@csa.virginia.gov .

COMPREHENSIVE SERVICES FOR AT-RISK YOUTH AND FAMILIES
FY16 WRAP Service ALLOCATIONS

LOCALITY	TOTAL POOL FUND FY16 ALLOCATION	STATE POOL FUND FY16 ALLOCATION	LOCAL POOL FUND FY16 ALLOCATION	LOCAL POOL FUND MATCH RATE
HAMPTON	59,050	40,020	19,030	32.23%
HARRISONBURG	43,645	27,023	16,622	38.08%
HOPEWELL	31,231	22,900	8,331	26.67%
LEXINGTON	4,116	2,757	1,359	33.02%
LYNCHBURG	45,715	33,205	12,510	27.36%
MANASSAS	15,435	9,002	6,433	41.68%
MANASSAS PARK	8,850	5,068	3,782	42.73%
MARTINSVILLE	1,739	1,162	577	33.21%
NEWPORT NEWS	85,566	61,839	23,727	27.73%
NORFOLK	80,276	60,570	19,706	24.55%
NORTON	1,999	1,348	651	32.54%
PETERSBURG	36,730	23,746	12,984	35.35%
POQUOSON	1,471	1,061	410	27.87%
PORTSMOUTH	26,527	19,616	6,911	26.05%
RADFORD	7,938	6,323	1,615	20.35%
RICHMOND CITY	118,348	74,669	43,679	36.91%
ROANOKE CITY	97,711	67,692	30,019	30.72%
SALEM	12,528	8,127	4,401	35.13%
STAUNTON	20,245	14,782	5,463	26.99%
SUFFOLK	12,665	9,584	3,081	24.32%
VIRGINIA BEACH	124,060	79,785	44,275	35.69%
WAYNESBORO	14,663	9,028	5,635	38.43%
WILLIAMSBURG	3,202	1,744	1,458	45.53%
WINCHESTER	15,478	8,378	7,100	45.87%
STATE TOTAL	3,487,594	2,200,000	1,287,594	

Intent to Utilize Funds for Wrap Around Services for Students with Disabilities

Fiscal Year 2016

Locality: _____

We intend to utilize funds in the service category "Wrap Around Services for Students with Disabilities" and request that the preliminary allocation be made available for use effective with the first quarter of Fiscal Year 2016.

Projected Outcome(s) for youth provided "SPED Wrap Around Services":

Measure(s) of outcome(s):

We do **not** intend to utilize funds in the service category "Wrap Around Services for Students with Disabilities". It is understood that we may apply for funds during the fiscal year but the availability of funds is not guaranteed.

Fiscal Agent Signature:

Date:

FAX COMPLETED FORM BY THE CLOSE OF BUSINESS ON JULY 9, 2015

TO 804-662-9831, ATTENTION: Brady Nemeyer



COMMONWEALTH of VIRGINIA

Susan Cumbia Clare, M.Ed
Executive Director

OFFICE OF COMPREHENSIVE SERVICES
Administering the Comprehensive Services Act for At-Risk Youth and Families

ADMINISTRATIVE MEMO #15-03

TO: ALL INTERESTED PARTIES

FROM: SUSAN CUMBIA CLARE

DATE: JUNE 1, 2015

SUBJECT: NAME CHANGE FOR THE OFFICE OF COMPREHENSIVE SERVICES AND THE COMPREHENSIVE SERVICES ACT

Senate Bill 850, passed by the 2015 General Assembly and signed by Governor McAuliffe, changes the name of the Comprehensive Services Act for At-Risk Youth and Families to the Children's Services Act and the Office of Comprehensive Services to the Office of Children's Services. The name of the State Executive Council is renamed as the State Executive Council for Children's Services. These changes take effect on July 1, 2015.

The acronyms of CSA, OCS and the SEC remain intact.