

# CHIN Services CSA MANDATED FUNDS ELIGIBILITY CHECKLIST – FAPT

1. Has the child been found to be a CHINs services by a judge?  YES  NO  
*If yes continue to question 9, if no continue to question 2*
2. Does the parent believe the child requires services?  YES  NO  
*If yes continue to question 3, if no STOP*
3. Are the services required to address and resolve the immediate crises that seriously threaten the well being and physical safety of the child or another person?  YES  NO  
*If yes continue to question 4, if no STOP*
4. Are the services required to preserve and/or strengthen the family while ensuring the safety of the child and other persons?  YES  NO  
*If yes continue to question 5, if no STOP*
5. Is the child at risk of removal from his or her home?  YES  NO  
*If yes continue to question 6, if no STOP*
6. Is the goal of the family to maintain the child at home or have the child return home as soon as appropriate?  YES  NO  
*If yes continue to question 7, if no STOP*
7. Does the child meet the criteria for CHINs services based on the following:  
*If yes continue to question 8, if no STOP*  
the child's behavior, conduct, or condition is of sufficient duration, severity, disabling, and/or self-destructive nature that the child requires services
- AND**
- the child's behavior, conduct, or condition presents or results in a serious threat to the well being and physical safety of the child,  YES  NO
- OR**
- the well-being and physical safety of another person if the child is under the age of 14.  YES  NO
8. Can it be demonstrated that foster care is the planned arrangement by satisfying any one of the following requirements:  
Foster care is the "planned arrangement" if a local CPMT partner agency certifies that either:  
It plans to pursue or support a petition for a custody change unless prevention services are provided and successful;
- OR**
- The case is currently, or is likely to soon be, before the court on a petition under which foster care is the likely dispositional alternative if prevention services are not provided and successful.
- OR**
- The child has been identified by the FAPT as needing placement outside of the home through an agreement between the local public agency designated by the CPMT where the parent or guardian retains legal custody and the discharge plan for the child to return home is included in the IFSP. *If yes continue to question 9, if no STOP*  YES  NO
9. The child meets ONE OR MORE of the eligibility criteria to access funding for services through the CSA state pool of funds:  
*If yes continue to question 10, if no STOP*  
The child or youth has emotional or behavior problems that:
- Have persisted over a significant period of time or, though only in evidence for a short period of time, are of such a critical nature that intervention is warranted;
- AND**
- Are significantly disabling and are present in several community settings, such as at home, in school or with peers;
- AND**
- Require services or resources that are unavailable or inaccessible, or that are beyond the normal agency services or routine collaborative processes across agencies, or require coordinated interventions by at least two agencies.  YES  NO
- OR**

The child or youth has emotional or behavior problems, or both, and currently is in, or is at imminent risk of entering, purchased residential care. In addition, the child or youth requires services or resources that are beyond normal agency services or routine collaborative processes across agencies, and requires coordinated services by at least two agencies.  YES  NO

10. Can the most appropriate, least restrictive services be delivered in the home?  YES  NO  
*If yes continue to question 11, if no continue to question 12*
11. Are the child's needs best served in the home?  YES  NO  
*If yes the FAPT team should review the IFSP for appropriateness, if no continue to question 12*
12. Are the child's needs best served through placement outside the home?  YES  NO  
*If yes continue to question 13, if no STOP*
13. Does the FAPT identify the child as needing services to prevent or eliminate the need for foster care placement?  YES  NO  
*If yes continue to question 14, if no STOP*
14. Is the parent deemed by the case managing agency to be able to meet the responsibilities that will be outlined in the parental agreement?  YES  NO  
*If yes continue to question 15, if no STOP*
15. Will the parent sign an agreement with an agency designated by the CPMT to place the child where the parent or guardian retains custody of the child?  YES  NO  
*If yes continue to question 16, if no STOP*
16. Is the case managing agency willing to enter into a parental agreement with the legal guardian?  YES  NO  
*If yes continue to question 17, if no STOP*
17. Is the case managing agency an agency designated by the CPMT other than the LDSS?  YES  NO  
*If yes continue to question 18, if no STOP*
18. Does the agency have the necessary training to meet the requirements for reporting and court appearances?  YES  NO  
*If yes continue to question 19, if no STOP*  
*It is highly recommended that agencies have signed consent from the parent to exchange information with LDSS to collaborate on assessment of parental capacity and the legal and policy requirements of parental agreements.*
19. Has the FAPT team deemed it unlikely that the risk of serious harm to child or others can be adequately addressed without the requested services?  YES  NO  
**AND**  
Are the requested services reasonably likely to be effective in addressing the risk of serious harm to child or others?  
*If yes continue to question 20, if no STOP*  YES  NO
20. Is the placement in the local community?  YES  NO  
*If yes child is appropriate for placement under these guidelines, if no continue to question 21*
21. Were all appropriate community services explored for the child?  YES  NO  
*If yes continue to question 22, if no STOP*
22. Has it been documented that no appropriate placement is available in the locality?  YES  NO  
*If yes continue to question 23, if no STOP*
23. Has the rationale been reported to the CPMT?  YES  NO  
*If yes child is appropriate for placement under these guidelines, if no continue to question 24*
24. Do the parent and FAPT/CPMT agree about the service provider?  YES  NO  
*If yes child is appropriate for placement under these guidelines*

Date

Address

Dear :

The Department of Social Services has advised me that your child, , might be receiving services from , that could be paid for under the Comprehensive Services Act (CSA).

I am writing to let you know that you may be responsible for paying a portion of the cost of these services. In order to determine your possible share of the costs, I need to have information on your family's monthly income and expenses.

Please complete and sign the attached *Parental Contribution Assessment Worksheet* and return it in the enclosed stamped envelope as soon as possible. We will calculate the amount of your assessed co – payment and let you know the amount and when your first payment is due, if applicable.

You may call me at 434/872-4562, if you have any questions.

Sincerely,

Cindy Stratton  
Comprehensive Services Act Coordinator

Cc: Department of Social Services

**PARENTAL CONTRIBUTION ASSESSMENT WORKSHEET  
FOR CSA FUNDED SERVICES**

**YOUTH FULL NAME:**            **D.O.B.:**            **SOCIAL SECURITY NUMBER:**

**CASE MANAGING AGENCY:**

**CASE MANAGER:**

**MANDATE TYPE:**

**HOUSEHOLD MEMBERS:**

| Name   | Relationship | Name | Relationship |
|--|--------------|------|--------------|
|  |              |      |              |
|  |              |      |              |
|  |              |      |              |
|  |              |      |              |
| <b>TOTAL NUMBER OF DEPENDENTS IN FAMILY:</b> |              |      |              |

**FAMILY MONTHLY INCOME WORKSHEET:**

The amount of monthly income is the amount **before** any taxes or other items (insurance, savings, expenses, etc.) are paid/deducted.

**Income includes but is not limited to:**

- |                   |               |                  |                    |
|-------------------|---------------|------------------|--------------------|
| Salary and Wages  | SSI           | TANF             | SSDI               |
| Alimony           | Child Support | Life Insurance   | General Relief     |
| Retirement Income | VA Disability | Adoption Subsidy | Interest/Dividends |

Please complete the spreadsheet below to list all sources and amounts of monthly family income.

| INCOME RECIPIENT NAME              | SOURCE OF INCOME | MONTHLY AMOUNT |
|------------------------------------|------------------|----------------|
|                                    |                  |                |
|                                    |                  |                |
|                                    |                  |                |
|                                    |                  |                |
|                                    |                  |                |
|                                    |                  |                |
| <b>TOTAL GROSS MONTHLY INCOME:</b> |                  |                |

**Co – PAY CALCULATION FOR CSA FUNDED SERVICES**

**GROSS MONTHLY INCOME:** \_\_\_\_\_

**ALLOWABLE MONTHLY DEDUCTIONS:**

Work Related Child Care \_\_\_\_\_

Medical Insurance \_\_\_\_\_

Medical Expenses \_\_\_\_\_

**TOTAL ALLOWABLE DEDUCTIONS:** \_\_\_\_\_

**ADJUSTED MONTHLY INCOME:** \_\_\_\_\_

**NUMBER OF DEPENDENTS:** \_\_\_\_\_

**MONTHLY Co – PAY ASSESSMENT AMOUNT:** \_\_\_\_\_

**I/we agree to pay the amount determined to be my/our monthly parental contribution for my/our child's services based on the information I/we have submitted above.**

\_\_\_\_\_  
**Parent/Guardian(s) Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Parent/Guardian(s) Signature**

\_\_\_\_\_  
**Date**

**Return to: Cindy Stratton, CSA Coordinator  
Commission on Children & Families  
1600 5<sup>th</sup> Street  
Charlottesville, VA 22902**

**SAMPLE**

**CHARLOTTESVILLE/ALBEMARLE COMPREHENSIVE SERVICES ACT**  
**PARENTAL AGREEMENT**  
**CHINSERVICES – FOSTER CARE**

This Parental Agreement, (from now on referred to as the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in the City/County of \_\_\_\_\_, Virginia, between \_\_\_\_\_ the Parent(s)/ Legal Guardian(s) of \_\_\_\_\_ (a child under the age of eighteen) born on \_\_\_\_\_ (Full Name of Youth) and \_\_\_\_\_, a public agency designated by, and \_\_\_\_\_ (Date of Birth) acting as an agent of, the \_\_\_\_\_(name of locality) Community Policy and Management Team (from now on referred to as the "Agency").

All signing parties agree that the placement of this child in a state approved home or licensed facility, and or provision of services specified below is/are:

- a. in the child's best interests at this time,
- b. is the most appropriate and least restrictive setting to meet the child's needs at this time, and
- c. is agreed upon by the members of the child's Family Assessment and Planning Team (FAPT) and the parent(s) or legal guardian(s).

**PLACEMENT AUTHORITY**

As the parent(s)/legal guardian(s) of \_\_\_\_\_, I/we, have the legal authority to plan for him/her and voluntarily place him/her on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in a state approved home or a licensed facility, as specified in the Individual Family Service Plan (IFSP), for a period not to exceed \_\_\_\_\_.

**PROVISION OF SERVICES**

As the parent(s)/legal guardian(s) of \_\_\_\_\_, I/we, have the legal authority to plan for him/her and voluntarily agree to the following services for him/her to commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as specified in the Individual Family Service Plan (IFSP), for a period not to exceed \_\_\_\_\_.

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

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

- b. Attend and participate in FAPT meetings for the purpose of planning, reviewing and monitoring the service plan in relation to my/our child's and our family's needs,
  - c. Attend all court hearings concerning my/our child's placement and service planning,
  - d. Attend and participate in family therapy sessions, parent training, and/or other services for family members as described in the Individual Family Service Plan (IFSP),
  - e. **Participate collaboratively and abide by all agreements established with service providers for the implementation of treatment interventions, inclusive of visitation, acknowledging that failure to comply with this condition may result in the termination of this agreement**
  - f. Actively participate in scheduled and approved visitation with my/our child, and
  - g. Provide all necessary information and documentation to the FAPT and Agency or its designee for services and placement of my/our child.
4. I/we will provide the treatment facility with the following:
- a. Written consent for routine medical treatment and care, including emergency treatment. Any proposed treatment or services presenting significant risk for my/our child, including surgery or treatment with psychoactive medications, will require my/our specific informed consent.
  - b. All necessary emergency phone numbers to contact me/us. We will be responsible for maintaining current and accurate contact information with the service provider.
  - c. My/our signed consent to facilitate the exchange of information between the service provider and the Agency or its designee.
5. I/we agree to inform the CPMT in the current locality of any plan to relocate my/our physical residence outside of this jurisdiction.

**RIGHTS AND RESPONSIBILITIES:  
AGENCY DESIGNATED BY THE CPMT**

The Agency agrees:

- a. to work with me/us and my/our child to develop and provide case management services and to implement the IFSP,
- b. to provide me/us with the information on court processes related to this agreement, including when court reviews may be required,
- c. to provide case specific information to me/us in accordance with established local CPMT policies and procedures and relevant law, and

- d. to provide utilization management in accordance with established CPMT policies and procedures.

### FISCAL AUTHORITY/PAYMENT TERMS

Payments for services will be made and documented for all parties in accordance with the policies and procedures approved by the CPMT. The applicable payment resources are checked below:

Parental co-pay:  
Calculated at \$ \_\_\_\_\_/Month (Payment assessment work sheet to be attached; remittance to be mailed to \_\_\_\_\_ Department of Social Services by the 15<sup>th</sup> day of each month.

Insurance policies:

Name of Policy: \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Holder: \_\_\_\_\_

Child support (Division of Child Support Enforcement): \$ \_\_\_\_\_/Month

Federal and/or state resources (SSI: \$ \_\_\_\_\_/Month)

CSA Pool Funds

Medicaid: \_\_\_\_\_ Medicaid # \_\_\_\_\_

**The parent(s)/legal guardian(s) will apply for Medicaid/FAMIS within 45 days and or other private or public funding sources, as applicable, within 30 days of the placement date, to assist in paying for services designated in the IFSP.**

The parent(s)/legal guardian(s) agree to pay the parental co-pay determined in accordance with CPMT policies and procedures. Failure to abide by these specific terms and conditions may result in the Agency's termination of this agreement.

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

In addition, the parent(s)/legal guardian(s) will retain certain financial responsibilities related to their child's care that are normal and customary parental responsibilities, including but not limited to retaining current private insurance; clothing, toiletries, personal care items, and spending allowances; transportation expenses; and the following special items: \_\_\_\_\_.

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

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

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

**CONDITIONS FOR TERMINATION OF AGREEMENT**

This is a voluntary agreement. I/we understand that as my/our child's parent(s)/legal guardian(s), I/we may revoke this agreement at any time. If I/we request my/our child be returned to me/us prior to the end of this agreement, I/we will provide a minimum of **14** days written notice prior to the date I/we expect my/our child to be returned to me/us, inclusive of reasons for termination.

I/we understand that the Agency may terminate this agreement by giving me/us **14** days written notice of the termination, including reasons and documentation supporting the reasons for termination. Reasons may include, but are not limited to: the Agency determines that based upon a utilization management review or otherwise the placement is not in the best interest of my/our child, is not the most appropriate or least restrictive setting to meet my/our child's needs, or the child is not making adequate progress in the placement; the provider expresses an inability to adequately meet the youth's needs and no suitable treatment provider can be identified; or that I/we fail to comply with the conditions and terms of this agreement.

**APPEAL PROCESS**

I/we understand that if I/we disagree with the decision of the Agency to terminate this agreement, I/we have the right to appeal this decision by submitting a written request following the local CPMT policies and procedures on appeals, and thereafter through any applicable processes available under existing policy or law. By signing this agreement I/we acknowledge receipt of the local CPMT policies and procedures on appeals. (Appeals policy attached)

**SIGNATURES**

A copy of this agreement will be given to all signing parties and the original will be placed in the child's file which is located at \_\_\_\_\_. By signing below, each of the parties enters into this agreement under the conditions set forth herein.

|  |             |
|--|-------------|
| _____  | _____       |
| <b>PARENT/LEGAL GUARDIAN</b>                                   | <b>DATE</b> |
| _____  | _____       |
| <b>PARENT/LEGAL GUARDIAN</b>                                   | <b>DATE</b> |
| _____  | _____       |
| <b>REPRESENTATIVE OF THE AGENCY<br/>DESIGNATED BY THE CPMT</b> | <b>DATE</b> |

## CHARLOTTESVILLE/ALBEMARLE COMMISSION ON CHILDREN & FAMILIES

### COMPREHENSIVE SERVICES ACT

#### 1.5.0. Due Process for Complaints and Appeals

Nothing within the following review process precludes any other right of appeal under existing state or federal law.

##### 1.5.1 Appeal Process:

1. Any youth or family dissatisfied with the action of a Family Assessment and Planning Team, including but not limited to denial of access to the team, assessment, planning, or implementation of services, will have access to the appeal process. The criteria for eligibility for services established by the CPMT will not in themselves constitute sufficient grounds for an appeal.

2. All children and families served will be informed in writing by the lead agency representative, at the commencement of the service process, of appeal rights and procedures.

3. If there is a lead agency for the child and family's case, a representative of the agency will first hear and attempt to resolve the complaint through an informal conference. If found appropriate, the lead agency representative may then request from the FAPT a revision to the service plan or other action. If the complaint is not resolved to the child or family's satisfaction at this level, or if there is no appropriate agency to hold the informal conference, a request for review may be made to the CSA Committee by letter to the Chairman. The written request must be submitted within ten (10) calendar days of the informal conference or, if there is no conference, within ten days of the receipt of notice of the action which is the subject of the complaint.

4. The CSA Committee will hold a review of the complaint within forty-five (45) calendar days of receiving the written request for review. The CSA Committee may uphold or alter the FAPT decision or action, and will respond in writing to the child and family's request within ten (10) calendar days of its review.