

## CSA NON-MANDATED AGREEMENT

This CSA Non-Mandated Agreement, (from now on referred to as the “Agreement”) is entered into on \_\_\_\_\_(date) in Arlington, Virginia, between \_\_\_\_\_the Parent(s)/ Legal Guardian(s) of \_\_\_\_\_(a child under eighteen) born \_\_\_\_\_, and \_\_\_\_\_, a public agency designated by, and acting as an agent of, the Arlington, VA Community Policy and Management Team (from now on referred to as the “Agency”).

- Check this box if all signing parties agree that the placement of this child in a state-approved home or licensed facility is:
- in the child’s best interests at this time,
  - the most appropriate and least restrictive setting to meet the child’s needs at this time, and
  - agreed upon by the members of the child’s Family Assessment and Planning Team (FAPT) and the parent(s) or legal guardian(s).

- Check this box if this placement was court ordered and is therefore not a voluntary parental placement.

### **PLACEMENT AUTHORITY**

As the parent(s)/legal guardian(s) of the minor indicated above, I/we have the legal authority to plan for him/her and voluntarily place him/her on \_\_\_\_\_(date) in a state approved home or a licensed facility for a period not to exceed one year.

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

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

- 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),
  - Actively participate in scheduled and approved visitation with my/our child, and
  - Provide all necessary information and documentation to the FAPT and Agency for services and placement of my/our child.
4. I/we will provide the treatment facility with the following:
- 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.
  - All necessary emergency phone numbers to contact me/us.
5. I/we agree to remain in the locality to participate in services for my child. If there is an extenuating circumstance that requires me/us to be unable to actively participate in services for more than 2 weeks, I/we agree to inform the CPMT immediately. Full CPMT must approve my/our absence ahead of time.
6. 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:

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

**FISCAL AUTHORITY/PAYMENT TERMS**

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

- Parental co-pay,
  - Insurance policies,
  - Child support (Division of Child Support Enforcement),
  - Federal and/or state resources, and
  - CSA Pool Funds.
1. Payment of service costs with CSA funding will be authorized 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.

2. The parent(s)/legal guardian(s) agree to apply for Medicaid, FAMIS, and/or other public or private funding and resources, as applicable, within 30 days of placement to assist in paying for services provided in accordance with the IFSP.
3. The parent(s)/legal guardian(s) agree to participate in the IACCT process (Independent Assessment Certification, and Coordination Team) upon notification of Medicaid eligibility. The IACCT process will determine if Medicaid will fund a portion of the placement.
4. Should the parent(s)/legal guardian(s) fail to apply for Medicaid, FAMIS, and/or other public or private funding and resources, as applicable, within 30 days of placement, Arlington County will not authorize further payment for this placement until such time as the parents make application to Medicaid. The parents will be financially responsible for applicable treatment and/or education costs from time of placement.
5. The parent(s)/legal guardian(s) agree to pay the parental co-pay determined in accordance with CPMT policies and procedures.
6. 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 clothing, toiletries, personal care items, and spending allowances, and additional special items listed here:  

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7. The parties agree that the Virginia Office of Children's Services (the "OCS") shall be a party to this agreement and that the signature of the CPMT shall be deemed to be entered on behalf of the OCS for the sole purpose of conferring upon the OCS the authority to make a claim against the parent(s) or legal guardian(s) named herein for such parent's or legal guardian's failure or refusal to pay the agreed upon sum on a timely basis. Such claim for payment by the OCS shall be made only upon the request of the CPMT and through the Department of Law's Division of Debt Collection in the Office of the Attorney General when a collection action cannot be referred to the Division of Child Support Enforcement of the Department of Social Services.
8. The parent(s)/legal guardian(s) is/are aware that should they move outside of the

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

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

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

#### **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 **30** days written notice prior to the date I/we expect my/our child to be returned to me/us.

I/we understand that the Agency may terminate this agreement by giving me/us **30** days written notice of the termination, including reasons and documentation supporting the reasons for termination. Reasons may include: the Agency determines that based upon a utilization management review or otherwise that 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; 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.

## 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 2100 Washington Blvd. Arlington VA, 22024. By signing below, each of the parties enters into this agreement under the conditions set forth.

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