This Parental Agreement, (from now on referred to as the “Agreement”) is entered into this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ in the County of Fairfax, Virginia, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the Parent(s)/ Legal Guardian(s) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (a child under the age of eighteen) born on \_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , a public agency designated by, and acting as an agent of, the Fairfax-Falls Church 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 is:

1. in the child’s best interests at this time,
2. is the most appropriate and least restrictive setting to meet the child’s needs at this time, and
3. is agreed upon by 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 or after the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of state approved home or licensed facility) not to exceed past \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_(FAPT end date).

**RIGHTS AND RESPONSIBILITIES:**

**PARENT(S)/GUARDIAN(S)**

1. I/we retain legal custody of my/our child.
2. I/we agree that it is my/our goal for my/our child to return home and we agree to accept him/her back home as soon as the FAPT deems it appropriate.
3. I will maintain my child’s private health insurance and provide necessary information and take necessary steps for it to be billed prior to CSA and Medicaid for treatments and services associated with this placement;
4. I/we will to the best of my/our ability:
	1. Actively and consistently participate in all aspects of assessment, planning and implementation of services throughout the time this agreement is in effect,
	2. Attend and participate in Family Resource Meetings, Family Partnership Meetings, Youth and Family Team Meetings, and 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,
	3. 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), Family Resource Meetings, Family Partnership Meetings, Youth and Family Team Meetings.
	4. Actively participate in scheduled and approved visitation with my/our child, which at a minimum would be monthly for out-of-community placements but could be more frequently if specified in the treatment plan, and
	5. Provide all necessary information and documentation to the FAPT and Agency for services and placement of my/our child.
5. I/we will provide the treatment facility with the following:
	1. 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.
	2. All necessary emergency phone numbers to contact me/us.
6. I/we agree to inform the Agency 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:

1. to work with me/us and my/our child to develop and provide care coordination services and to implement the IFSP,
2. to provide case specific information to me/us in accordance with established local CPMT policies and procedures and relevant law, and
3. to provide utilization review in accordance with established CPMT policies and procedures.

**FISCAL AUTHORITY/PAYMENT TERMS**

Payments for services and parental/guardian financial participation 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),
* Medicaid and other Federal and/or state resources, and
* CSA Pool Funds.

Access to CSA funding for the payment of service costs 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.

The parent(s)/legal guardian(s) will apply for Medicaid, FAMIS, and/or other public or private funding and resources, as applicable, to assist in paying for services provided in accordance with the IFSP. Access to CSA funding is contingent on parent(s)/legal guardian(s) applying for such resources, and providing verifications necessary to establish initial and ongoing eligibility*.* The parent(s)/legal guardian(s) will maintain existing health insurance coverage on the child being placed and take all necessary steps to access it to fund the placement and other medical expenses during placement*.*

The parent(s)/legal guardian(s) agree to pay the parental co-pay determined in accordance with CPMT policies and procedures. Access to CSA funding is contingent on parent(s)/legal guardian(s) providing verifications necessary to establish accurate initial and ongoing co-pay assessments and on timely payment of the assessed amount.

In addition, the parent(s)/legal guardian(s) will retain financial responsibility for their child’s care that are normal and customary parental responsibilities, including but not limited to medical care, transportation to and from the facility, clothing, toiletries, personal care items, and spending allowances.

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 this jurisdiction.

The parent(s)/legal guardian(s) further acknowledge 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 Parental 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 to be discharged from this service prior to the end of this agreement, I/we will provide 14 calendar days written notice prior to the date I/we expect my/our child to return home.

I/we understand that the Agency may terminate this agreement by giving me/us 30 calendar 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 review and/or FAPT review, 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 failed to comply with the conditions and terms of this agreement.

I/we, as legal custodian of the child, understand that in the event the facility must close unexpectedly, or if the youth is asked to leave the facility prior to the originally agreed upon discharge date, the responsibility for making any and all arrangements to pick up my/our child in the timeframe provided by the facility is mine/ours.[[1]](#footnote-1) Securing other placements, if needed, must comply with all CSA policies and procedures if funding is needed and available.

**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 Fairfax-Falls Church 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 attached Fairfax-Falls Church 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 CSA file which is located at 12011 Government Center Parkway, Fairfax, Va. By signing below, each of the parties enters into this agreement under the conditions set forth. This agreement is not valid until signed by all custodial parents/legal guardians, a representative of the agency designated by the CPMT, and a representative of the Fairfax-Falls Church CSA Program. Placements made prior to the signing of this agreement by all parties shall not be eligible for CSA funding.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_**

**PARENT/LEGAL GUARDIAN DATE PARENT/LEGAL GUARDIAN DATE**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_**

**CSA CASE MANAGER (CPMT DESIGNATED AGENCY REPRESENTATIVE) DATE**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_**

**FAIRFAX-FALLS CHURCH CSA PROGRAM MANAGER DATE**

Distribution:❑ Original – CSA program office❑ Copy to Parent/ Guardian❑ Copy to Agency Record

1. Added as Fairfax-Falls Church Local Provision, effective on 4/8/2020 [↑](#footnote-ref-1)