

**James City County, City of Poquoson, City of Williamsburg, York County**

**CSA Parental Agreement**

Revised by OCS effective July 1, 2008

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 \_\_\_\_\_ and \_\_\_\_\_, a public agency designated by, and 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 is:

- 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 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.
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 and participate in family therapy sessions, parent training, and/or other services for family members as described in the Individual Family Service Plan(IFSP),
  - d. Actively participate in scheduled and approved visitation with my/our child, and
  - e. 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:
  - 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.
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 case specific information to me/us in accordance with established local CPMT policies and procedures and relevant law, and
- c. 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.

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.

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.

The parent (s) legal guardians(s) agree to pay the parental co-pay determined in accordance with CPMT policies and procedures.

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 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. 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. 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 be returned to me/us prior to the end of this agreement, I/we will provide \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_. 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>

