

FAUQUIER COUNTY
CSA PARENTAL AGREEMENT

This Parental 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 the Fauquier County Family Assessment and Planning Team
(hereinafter referred to as FAPT), a public agency designated by and acting as an agent
of the Fauquier County Community Policy and Management Team (hereinafter referred
to as CPMT).

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. Placement of my/our child, named in this agreement is:
 - a. in my/our child's best interests at this time,
 - b. in the most appropriate and least restrictive setting to meet my/our child's needs at this time and
 - c. is agreed upon by the members of my/our child's FAPT and myself/ourselves.
2. I/we retain legal custody of my/our child.
3. I/we agree that the goal is for my/our child to **return home**.
4. I/we will:
 - a. Actively and consistently participate in all aspects of assessment, planning and implementation of services throughout the time this agreement is in effect,
 - b. Cooperate with FAPT and all other providers of services to my/our child,
 - c. 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,

- d. Attend all court hearings concerning my/our child's placement and service planning,
 - e. 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),
 - f. Actively participate in scheduled and approved visitation with my/our child,
 - g. Cooperate with completing information about the child, myself/ourselves, and our family, and
 - h. Provide all necessary documentation to FAPT for services and placement of my/our child.
5. 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.
6. I/we agree to inform the CPMT of any plan to relocate my/our physical residence outside of this jurisdiction.

**RIGHTS AND RESPONSIBILITIES:
FAUQUIER COUNTY FAMILY ASSESSMENT AND PLANNING TEAM**

FAPT agrees:

- a. to work with me/us and my/our child to develop and provide case management services to implement the IFSP,
- b. if required by the *Code of Virginia*, to assist the family with filing the necessary documentation with the Fauquier County Juvenile and Domestic Relations Court within sixty days following the placement of my/our child in accordance with the FAPT approved IFSP,
- c. to provide case specific information to parents in accordance with established CPMT policies and procedures 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 and may include:

- Parental co-pay,
- Insurance policies,
- Child support (DCSE),
- Federal and/or state resources and
- CSA Pool Funds.

Unless otherwise modified or agreed in writing by the representative of the CPMT authorized to execute this agreement, the parental co-pay requirement will be determined by the CPMT policy in effect at the time the payment becomes due.

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 Fauquier 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 guardian(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 Fauquier County, 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 Fauquier County CPMT of any plan to relocate their physical residence outside of this jurisdiction.

The parent(s)/legal guardian(s) further acknowledges and 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.

CONDITIONS FOR TERMINATION OF AGREEMENT

This is a voluntary agreement. I/we understand that 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 seven (7) days written notice prior to the date I/we expect my/our child to be returned to me/us.

I/we understand that FAPT may terminate this agreement by giving me/us a minimum of seven (7) days written notice of the termination if:

- I/we fail to comply with the conditions and terms of this agreement, or
- if FAPT determines 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.

APPEAL PROCESS

I/we understand that if I/we disagree with the recommendations of FAPT, I/we have the right to appeal those recommendations and I/we can do so by submitting a written request in accordance with CPMT policies and procedures on appeals. By signing this agreement I/we acknowledge receipt of 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 the Office of Comprehensive Services, 320 Hospital Drive, Suite 11, Warrenton, Virginia 20186. By signing below, each of the parties enters into this agreement under the conditions set forth.

PARENT/LEGAL GUARDIAN	DATE
PARENT/LEGAL GUARDIAN	DATE
CHAIR of the FAMILY ASSESSMENT AND PLANNING TEAM	DATE

FAPT Chair designates _____ to be the Case Manager.