

Community Policy and Management Team (CPMT)

October 22, 2024

2:00PM

Clarke County Government Center
101 Chalmers Court Room C, Berryville VA 22611

- I. Call to Order**
- II. Approval of the Agenda**
- III. Old Business**
 - 1. Approval of September 24, 2024, CPMT Minutes p. 2-4
 - 2. Agency Updates
 - 3. Parent Representative to FAPT Recruitment Update
 - 4. Alternative Educational Contract Review p. 5-9
 - 5. Audit Findings Update p. 10-18
- IV. Public Comment**
- V. New Business**
- VI. Financial Report** p. 19-21
- VII. Utilization Management/Continuous Quality Improvement** p. 22-25
- VIII. Closed Meeting Pursuant the Virginia Freedom of Information Act:**
 - FAPT Case Records
 - Motion to convene in Executive Session pursuant to 2.2-3711 (A) (4) and (15), and in accordance with the provisions of 2.2-5210 of the Code of Virginia proceedings to consider the appropriate provision of services and funding for a particular child or family or both who have been referred to the Family Assessment and Planning Team and whose case is being reviewed by the Community Policy and Management Team.
- IX. Certification after Closed Meeting**

Move that the members of the Clarke County CPMT certify to the best of each member's knowledge that (1) only public business matters lawfully exempted from open meeting requirements, and (2) only such business matters were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the closed meeting.
- X. Approval of Cases**
- XI. Adjournment**

CLOSED SESSION

Consent Agenda: 5 cases for vote

Next Meeting: November 26, 2024

CLARKE COUNTY CPMT MEETING MINUTES

September 24, 2024

Attendees

Nadia Acosta	CSA Coordinator
Jennifer Parker	DSS Representative
Terri Catlett	BOS Representative
Jerry Stollings	CSU Representative
Tavan Mair	Private Provider Representative
Leea Shirley	VDH Representative and CPMT Chair
David Ash	Parent Representative
Frank Moore	CCPS Representative

Absent

Denise Acker	NWCSB Representative and CPMT Vice Chair
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Virtual

Ms. Leea Shirley called the meeting to order at 2:01PM. Ms. Terri Catlett made a motion to approve the agenda, and Ms. Tavan Mair seconded the motion. All members voted in favor.

Old Business:

1. Mr. Mair made a motion to approve the August 27, 2024, minutes. Ms. Catlett seconded the motion. All members voted in favor.
2. There were no agency updates.
3. Ms. Acosta reported that there were no real updates to the Parent Representative recruitment. DSS continues to have flyers advertising for the position hanging up.

New Business:

1. Ms. Acosta stated that a provider had declined to sign the model CSA contract with Clarke County CSA, due to the provider feeling that there were too many things not applicable to them. The provider sent in an alternative contract to be signed. Ms. Acosta presented the contract for review. Ms. Leea Shirley stated that the alternative contract needed to be reviewed by the county attorney. Ms. Shirley also stated that she was concerned that in the alternative contract there was no amount of liability coverage specified; the model CSA contract does have a certain amount specified as needed for liability coverage. Mr. Jerry Stollings stated that in his opinion, the alternative contract's

13th point was unacceptable, as Clarke County CSA is under the Commonwealth of Virginia. This point states; "This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Pennsylvania." Mr. David Ash made a motion to have this alternative contract sent to Clarke County's attorney for guidance. Mr. Frank Moore seconded the motion. All members voted in favor.

Ms. Jennifer Parker then stated that she believed the contract should be sent to the Office of Children's Services to see if they have any guidance, as the Clarke County CSA Contract is the model contract that is on the OCS website, before sending it to the county attorney. Mr. Stollings asked if the contract needed to be brought back to CPMT if the county attorney felt that it was acceptable. Ms. Shirley said that if the county attorney deemed the contract acceptable, then it could be signed without any further CPMT review. Mr. Ash amended his motion to have the alternative contract sent to OCS for any guidance OCS might have, and then to have the alternative contract sent to the county attorney for review. Mr. Moore seconded the motion. All members voted in favor.

2. Ms. Acosta reported that previously, FAPT had requested an additional member be appointed to FAPT. CPMT had suggested that Ms. Acosta reach out to the Laurel Center and a victim's advocate program and see if anyone was interested there. Ms. Acosta reported that the Children's Project Program Coordinator with the Laurel Center had indicated interest in serving as a member of FAPT. Ms. Acosta stated that Ms. Lisa Herbaugh currently served on a few multi-disciplinary teams in Frederick County and Winchester City. Ms. Acosta reported that FAPT believed she would be a valuable asset to the team if she was appointed. Ms. Parker stated that Ms. Acosta should ensure that Ms. Herbaugh would be willing to complete the Statement of Economic Interest as required before having Ms. Herbaugh appointed. Mr. Stollings made a motion to have Ms. Acosta begin the paperwork needed for Ms. Herbaugh to be appointed, and Mr. Ash seconded the motion. All members voted in favor.

Financial Report:

Ms. Acosta presented the financial report. Ms. Shirley and Ms. Catlett requested that with the next financial report that Ms. Acosta include a year-to-date report on FY24, as FY24 would be closing through OCS on 09/30/2024. Ms. Shirley stated that she had been meeting with Ms. Parker and Ms. Acosta, and based on the current projections, that a supplement would need to be requested from not just OCS but the county as well. Ms. Shirley stated that the current projected amount needed to be requested from the county was \$155,07.06 for the base allocation. Mr. Stollings asked how many children were currently in residential facilities. Ms. Acosta reported that there were four, with an additional child receiving private day school services. Ms. Acosta reported additionally that based on projections, a WRAP supplement would need to be requested as well, but that currently, if all closed session requests for funding authorization were approved, the WRAP balance would be \$1711.75. Mr. Stollings asked if the supplements needed to be

requested now, and Ms. Acosta and Ms. Shirley said not yet, but that they would need to be requested soon. Ms. Acosta stated that some children with the WRAP mandate had been found eligible for services through the CHINS mandate, and that their funding would be transferred to that mandate, as the state has capped the WRAP funding total at \$2.2 million. Mr. Moore asked about a private day school provider who had tried to bill for services not directly provided. Mr. Moore and Ms. Acosta discussed that the billing department for the provider had not verified that there were no services provided for the case and that therefore CSA could not pay for the fact that there were no services provided. There were no other questions from the team.

Utilization Management/Continuous Quality Improvement

Ms. Acosta presented the Continuous Quality Improvement reports for Clarke County CSA. Clarke County CSA continues to see an increase both in the number of individual cases served and in the average expenditure per case. Clarke County CSA continues to have better outcome rates as shown by the CANS assessment than the statewide average. Ms. Parker asked for comparisons with other counties' average expenditures, outcomes, and number of individual cases served. Mr. Stollings stated that he had access to some comparisons with other counties near Clarke County, and that Clarke County's increases were similar to the other counties. Ms. Parker asked about comparisons to similarly sized counties to be included in the next month's report. There were no other questions from the team.

Closed Session:

See attachment A for completed form detailing the motion to enter closed session, vote on the items discussed, and certify the discussion in closed session.

Consent Agenda:

The consent agenda with 7 cases was reviewed. Case #344 was approved for educational services contingent upon a contract being established with the educational provider. Case #381 was approved for outpatient therapy services contingent upon verification that the family had applied for FAMIS. All other cases were approved. Mr. Stollings made a motion to approve the cases as discussed in closed session and listed above. Ms. Parker seconded the motion. All members voted in favor.

Ms. Parker made a motion to adjourn the meeting. Mr. Stollings seconded the motion. All members voted in favor.

Meeting adjourned at 3:46PM.

Next Meeting: October 22, 2024

LETTER OF AGREEMENT

Between

Clarke County, Children's Services Act, located at 311 East Main Street, Berryville, VA 22611, hereinafter referred to as "Clarke CSA"

And

Central Susquehanna Intermediate Unit, located at 90 Lawton Lane, Milton, PA, 17847, hereinafter referred to as "CSIU."

WITNESSETH:

WHEREAS, Clarke CSA is in need of CSIU to provide educational services for students placed at DTAC Residential Facility at 600 Arch Street, Sunbury, PA 17801.

WHEREAS, the CSIU has agreed to service in said capacity; and

WHEREAS, both the Clarke CSA and the CSIU desire to embody the terms and conditions into this written agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. THE RELATIONSHIP

The Clarke CSA hereby engages the services of the CSIU under the terms and conditions hereinafter provided and CSIU accepts such engagement in accordance with terms and conditions hereinafter provided. The CSIU will not be considered an employee of the Clarke CSA for the purposes of any benefits, to include but not limited to Unemployment Compensation, Worker's Compensation, Social Security, Federal and State Withholding taxes. The CSIU shall receive an IRS-1099 at the end of the calendar year for services rendered.

2. SERVICE

CSIU shall provide educational services to any student from Clarke CSA up to 180 school days, for the duration of the agreement. Upon execution of this agreement, CSIU will provide Clarke CSA with an academic calendar, including all scheduled days off.

CSIU shall provide services at or above the quality standard in the industry.

CSIU will provide the educational services by staff who are highly qualified and hold certifications in each academic area by Pennsylvania Department of Education (PDE). CSIU contracts with Imagine Learning for additional online courses to expand academic courses available for all students. Imagine Learning faculty are required and vetted by CSIU to hold certifications through PDE in each academic area.

CSIU represents and warrants that is (1) duly holds all necessary licenses required by Local, State, Federal laws and regulations and (2) will furnish satisfactory proof of such licensure to Clarke CSA within ten (10) days after the execution of the Agreement. CSIU covenants that it will maintain its required licensed status with the appropriate governmental authorities and will notify Clarke CSA within thirty

(30) of the issuance of any provisional license. In the event such licensing is suspended, withdrawn or revoked, CSIU agrees that such suspension, revocation, or withdrawal shall constitute grounds for the immediate termination of this Agreement. Misrepresentation of possession of such license shall constitute a breach of contract and terminate this Agreement without written notice and without financial obligation on the part of Clarke CSA to pay CSIU's invoices.

Clarke CSA may adjust or terminate the need for service at any time as a result of changes in the child's eligibility for or progress with services or if Clarke CSA deems it to be in the child's best interest to end that specific child's services with CSIU. In this event, CSIU would be paid for all services rendered up to the point of termination of that specific child's time at CSIU.

CSIU may adjust or terminate services in the event of the child committing an infraction considered a Serious Incident as defined in Section Nine (9) of this contract and CSIU having followed the notice requirements stated therein.

3. TERM

The Agreement shall become effective on July 1, 2024 and shall remain in effect until June 30, 2025 unless earlier terminated in accordance with the Termination Section hereto.

4. FEE AND EXPENSES

The Clarke CSA shall pay the CSIU \$240/day for delivery of educational services/student up to 180 school days for the 2024/2025 academic school year. This rate is fixed for the term of the agreement.

CSIU shall bill Clarke CSA each month for all services rendered pursuant to this Agreement within thirty (30) days of the date on which the services was provided. Clarke CSA agrees to mail payment for all correct invoices within forty-five (45) days of receipt of the invoice. In no case, shall Clarke CSA be obligated to pay for services rendered when CSIU fails to submit an invoice to Clarke CSA within forty-five (45) days of the date of the service.

CSIU's invoice shall list: the applicable services provided and shall specify the name of the child to whom each service was provided and the date of service. The amount billed for services shall be the amount agreed upon in this Section to the child to whom the service was provided. CSIU agrees to bill and Clarke CSA agrees to pay for only those services authorized.

5. MATERIALS AND SUPPLIES

CSIU will provide all materials and supplies necessary to perform services under this Agreement necessary for educational services. This is inclusive of provision of resources (eg., computers; scoring software, subscriptions, and specialized assessments). If there is something specific Clarke CSA would like for CSIU to use, they may also provide those materials.

6. INVOICE AND PAYMENT

Payment will be due within thirty (30) days of the date of the issued invoice from CSIU.

7. NOTIFICATION

Any notices to be given under this Agreement by either party to the other shall be sent by certified mail, with return receipt requested. Such notices shall be mailed to the addresses of the parties as they

appear in the introductory paragraph of the Agreement but either party may change said address at any time by written notice to the other in accordance with this paragraph.

8. GRIEVANCES

In the event that a child under the supervision or authority of Clarke CSA submits a complaint to Clarke CSA concerning CSIU, CSIU shall promptly provide all verbal or written information or documents within its control relevant to such complaint to Clarke CSA upon a request by Clarke CSA for such information.

9. SERIOUS INCIDENT REPORTING

The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which is related to a child placed by Clarke CSA. A serious incident includes, among others, abuse or neglect; criminal behavior; death; emergency treatment; facility related issues, such as fire, flood, destruction of property; food borne diseases; physical assault/other serious acts of aggression; sexual misconduct/assault; substance abuse; serious illnesses (such as tuberculosis or meningitis), serious injury (accidental or otherwise); suicide attempt; unexplained absences; or other incidents with jeopardize the health, safety, or well being of the child.

Within 24 hours of a serious incident, or by the next business day, CSIU shall report the incident by speaking to or leaving a message for the case manager or the placing agency of each child involved. Within 48 hours of the serious incident, CSIU shall complete and submit to Clarke CSA a written report that includes a detailed summary of the event.

10. TERMINATION

Either party reserves the right to terminate this Agreement at any time upon sixty (60) days written notice sent by certified mail, with return receipt requested. Such notices shall be mailed to the addresses of the parties as they appear in the introductory paragraph of the Agreement but either party may change said address at any time by written notice to the other in accordance with this paragraph. In the event of termination, the Clarke CSA shall be liable for the payment of all fees and expenses due to CSIU up to and including the date of such termination providing the total amount billed does not exceed the maximum identified in Fee and Expenses hereto.

11. INSURANCE

Upon request, the CSIU will provide Clarke CSA with certificates of insurance for liability and Workers' Compensation coverage for CSIU employees providing services. For specific insurance requirements of Clarke CSA, please visit www.clarkecounty.gov/government/joint-administrative-services-finance/purchasing-procurement.

12. CONFIDENTIALITY

The CSIU recognizes and acknowledges that by virtue of providing services under this Agreement, the CSIU and its employees, subcontractors, or agents may gain access to certain confidential information, including confidential student information and personal health information. The CSIU agrees that neither it nor any of its employees, subcontractors, or agents will at any time, either during or subsequent to the term of this Agreement, disclose to any third party any confidential student information, personal health information, or other confidential information, except where expressly

required by law or where such disclosure is expressly approved by Clarke CSA in writing. The CSIU shall ensure the confidentiality of all information provided relative to every student's disability, school records, and school activities.

13. CLEARANCES

As a Pennsylvania education agency, the CSIU complies with the Pennsylvania School Code, Pennsylvania Department of Education (PDE), and any other rules and/or regulations regarding the hiring and administration of personnel. All CSIU staff members and independent consultants who may be assigned to work with the CSIU have met applicable standards regarding the completion of background checks and clearances, including Act 34-PA State Police Criminal Record (State Police via the Epatch system), Act 151-PA Child Abuse History (DHS via the Compass system), and Act 114-FBI Fingerprint clearance (PDE via the Cogent system).

CSIU employees providing services to or having contact with a client placed by Clarke CSA must be checked through a child protective service registry in the state where the client is placed within thirty (30) days of employment, so long as the aforementioned employee check is not in conflict with Pennsylvania state law. If it is known that the employee has moved from another state and has worked with children within one year of his or her employment this state must also be checked. If CSIU is notified that any of its employees are named in a child protective service registry, then this information will be made available by CSIU to Clarke CSA within thirty (30) days of receipt of such notice. CSIU will be in compliance with all Federal and State laws, regulations and licensure requirements relating to the conducting of criminal checks of its employees.

14. HOLD HARMLESS

Each party, to the extent permitted by law, agrees to indemnify, defend and hold harmless the other, and any and all of its officers, directors, employees, agents, subsidiaries and affiliates, schools, districts, intermediate units, board of education, state educational agencies, representatives, attorneys, insurers, and agents of any of these and their successors, heirs and assigns, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees and expenses), claims, suits, actions, damages, liability, and expenses occasioned wholly or in part directly or indirectly from any act or omission or negligence or fault of agents, subcontractors, independent contractors, suppliers, employees, or servants under failure to perform the duties specified in this Agreement. This includes, but is not limited to those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay any subcontractors and supplies, any breach of the Agreement, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret) or failure to maintain compliance with any state or federal law relevant to the performance of duties under this Agreement. **With this indemnification, Clarke CSA does not take on liability of any claim for which it would have sovereign immunity.**

The Indemnified Party shall promptly provide the Indemnifying Party with written notice of any claim which it believes falls within the scope of this paragraph and shall cooperate with the Indemnifying Party in the investigation and defense of the same. The Indemnified Party may, at its own expense, assist in the defense and all negotiations relative to the settlement of any such claim and that any settlement intended to bind the Indemnified Party shall not be final without the Indemnified Party's prior written

consent, which shall not be unreasonably withheld or delayed. The obligations of indemnification set out this paragraph shall survive for that period of time that is coincident with the duration of a viable cause of action which may be asserted against the party entitled to indemnification hereafter.

15. GOVERNING LAW

This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Pennsylvania.

16. AUTHORIZATION TO MODIFY RESTRICTIONS

It is the intention of the parties that the provisions of this Agreement shall be enforceable to the fullest extent permissible under applicable law, but that the unenforceability (or modification to conform to such law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder thereof. If any provision or provisions hereof shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it valid and enforceable.

Clarke County Children’s Services Act

Central Susquehanna Intermediate Unit

Dr. John Kurelja
Executive Director



COMMONWEALTH of VIRGINIA

OFFICE OF CHILDREN'S SERVICES *Administering the Children's Services Act*

SCOTT REINER, M.S.
Executive Director

October 8, 2024

Scott Boies, County Administrator
Clarke County, Virginia
Berryville-Clarke County Government Center
101 Chalmers Court, Suite B
Berryville, Virginia 22611

Re: Clarke County Children's Services Act (CSA) Audit Findings

Dear Mr. Boies,

The final report regarding the Clarke County Children's Services Act (CSA) Self-Assessment Validation (Audit Report 27-2024) was issued on July 30, 2024.

The auditor reported three findings of non-compliance with financial impact as follows:

1. Services funded were absent for the Individual and Family Services Plans (IFSP) in five (5) of six (6) files reviewed as required by *Code of Virginia*, §2.2-5208. This is a repeat finding from the prior CSA audit completed in 2019. The state share of CSA reimbursements questioned for this finding is \$7,431.10.

This finding falls into Level Three under State Executive Council for Children's Services Policy 4.7 (Response to Audit Findings with Regard to the Children's Services Act) and is subject to denial of funds.

2. Services were funded without proper documentation of the child's eligibility for Special Education Wraparound two (2) of six (6) or a Child in Need of Services in one (1) of six (6) files reviewed as required by *Code of Virginia*, §2.2-5212 and SEC Policies 3.5 and 4.1. The state share of CSA reimbursements questioned for this finding is \$7,133.18.

This finding falls into Level Three under SEC Policy 4.7 and is subject to denial of funds.

3. Transactions were recorded using an incorrect expenditure category in one (1) of six (6) cases, resulting in an overpayment by the County of \$773.36.

This amount will be credited to Clarke County in the final reconciliation of this audit process.

Seven additional findings without financial impact were noted as follows:

4. The utilization review required by *Code of Virginia, §2.2-5208* was missing in six (6) of six (6) cases reviewed to document monitoring of progress in meeting service goals and outcomes. The Self-Assessment completed by the Community Policy and Management Team (CPMT) notes this as a nonsignificant exception.
5. Parental co-payment assessments required by the *Code of Virginia, §2.2-5206 and §2.2-5208*, were missing in three (3) of six (6) cases reviewed.
6. Key data elements were missing from IFSPs as required by SEC Policy 3.5 in three (3) of six (6) cases reviewed.

Findings 4, 5, and 6 fall into Level Two under SEC Policy 4.7 and are not subject to denial of funds in the current audit cycle. Repeated findings on these issues in a future audit could result in a denial of funds.

7. Consent to release information forms were not obtained from the public schools for special education cases.

This internal control weakness could expose the school division to liability under the Federal Educational Rights and Privacy Act (FERPA).

8. The Service Name descriptions for reported expenditures were incorrectly reported in the financial reporting systems in two (2) of six (6) cases reviewed.

This is an internal control weakness.

9. There was no documentation that the CPMT conducted continuous quality improvement/utilization management activities as required by *Code of Virginia, §2.2-5206.6. and 2.2-5206.13*.

This finding falls into Level One under SEC Policy 4.7 and is not subject to denial of funds in the current audit cycle. However, repeated findings on this issue in a future audit could result in a suspension of state CSA reimbursements until corrected.

10. There was no documentation that the CPMT monitored progress regarding the Strategic Plan since December 2021 as required by *Code of Virginia, §2.2-5206.4*.

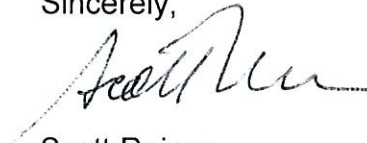
This finding falls into Level One under SEC Policy 4.7 and is not subject to denial of funds in the current audit cycle. However, repeated findings on this issue in a future audit could result in a suspension of state CSA reimbursements until corrected.

The Clarke County CPMT has submitted an acceptable response (Quality Improvement Plan) to this finding. OCS Audit staff will monitor its implementation.

The denial by the Office of Children's Services of financial reimbursement (\$13,790.92) may be appealed through the CSA Dispute Resolution process established in SEC Policy 3.4, which may be located at the following web address: https://www.csa.virginia.gov/content/doc/CSA_Policy_Manual.pdf. A copy of the policy is attached to this letter. To initiate the appeal process, this office must receive notice within 45 calendar days of receipt of this letter (no later than November 22, 2024).

Please accept my appreciation for the cooperation of the Clarke County CPMT and CSA Coordinator throughout this review period. Should you have any questions about this communication, please get in touch with me by phone at 804-662-9082 or via e-mail at scott.reiner@csa.virginia.gov.

Sincerely,



Scott Reiner
Executive Director

cc: ✓ Nadia Acosta, Clarke County CSA Coordinator
Leea Shirley, Clarke County CPMT Chair
Brenda Bennett, Clarke County CSA Fiscal Agent
Stephanie Bacote, OCS Audit Program Manager
Kristy Wharton, OCS Chief Financial Officer

3.4 Dispute Resolution Process

3.4.1 Purpose

To provide guidance to local Children's Services Act (CSA) programs regarding the processes related to the dispute resolution process for appealing administrative actions.

3.4.2 Authority

- A. Section 2.2-2648.D.4 of the Code of Virginia requires the State Executive Council for Children's Services (SEC) to: "Provide for a public participation process for programmatic and fiscal guidelines and dispute resolution procedures developed for administrative actions that support the purposes of the Children's Services Act (§ 2.2-5200 et seq.). The public participation process shall include, at a minimum, 60 days of public comment and the distribution of these guidelines and procedures to all interested parties."

- B. Section 2.2-2648.D.19 of the Code of Virginia requires the SEC to: "Establish and oversee the operation of an informal review and negotiation process with the Director of the Office of Children's Services and a formal dispute resolution procedure before the State Executive Council, which include formal notice and an appeals process, should the Director or Council find, upon a formal written finding, that a CPMT failed to comply with any provision of this Act. 'Formal notice' means the Director or Council provides a letter of notification, which communicates the Director's or the Council's finding, explains the effect of the finding, and describes the appeal process to the chief administrative officer of the local government with a copy to the chair of the CPMT. The dispute resolution procedure shall also include provisions for remediation by the CPMT, including a plan of correction recommended by the Council and submitted to the CPMT. If the Council denies reimbursement from the state pool of funds, the Council and the locality shall develop a plan of repayment."

- B. Section 2.2-2648.D.20 of the Code of Virginia requires the SEC to: "Deny state funding to a locality, in accordance with subdivision 19, where the CPMT fails to provide services that comply with the Children's Services Act (§ 2.2-5200 et seq.), any other state law or policy, or any federal law pertaining to the provision of any service funded in accordance with § 2.2-5211."

Adopted: December 19, 2013

Effective: December 19, 2013

Revised: March 14, 2024

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3.4.3 Definitions

“Administrative Actions” actions made by the Office of Children’s Services (OCS) on behalf of the SEC related to the failure of a Community Policy and Management Team (CPMT) to comply with the provisions of § 2.2-5200 et seq.

“Community Policy and Management Team (CPMT)” is the entity that develops, implements, and monitors the CSA local program through policy development, quality assurance, and oversight of functions.

“Formal Notice” is the provision of a letter of notification from the OCS Director or SEC that communicates the Director's or the SEC's finding, explains the effect of the finding, and describes the appeal process to the chief administrative officer of the local government with a copy to the chair of the CPMT.

“Office of Children’s Services (OCS)” is the administrative entity of the SEC responsible for ensuring that the SEC's decisions and policies are implemented per the powers and duties granted by section 2.2-2649 of the Code of Virginia.

“State Executive Council for Children’s Services (SEC)” is the supervisory council responsible for agency operations, including approval of requests for appropriations with the powers and duties outlined in section 2.2-2648 of the Code of Virginia.

3.4.4 Appealable Actions; Parties; Venue; Written Decisions

- A. Administrative actions that may be appealed through the dispute resolution process are:
1. Denial, in whole or in part, by the OCS of financial reimbursement for expenditures incurred by a CPMT to COV § 2.2-2648(D)(20); and
 2. Request by the OCS for the recoupment of prior reimbursement provided to a CPMT, pursuant to COV § 2.2-2648(D)(20).
- B. Only a CPMT can file an appeal. Appeals are not available to clients of CSA services or any subgroup of the CPMT, including any member agency or individual member.
- C. All hearings and meetings related to appeals shall be held in the Richmond, Virginia area. Informal hearings may be held at an alternate location as agreed to by all parties.

Adopted: December 19, 2013

Effective: December 19, 2013

Revised: March 14, 2024

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July 2024

- D. The terms of any final case decision by the OCS or the SEC, as signed by it, rendered at the informal or formal stages of the Appeal Process shall be served upon the CPMT by mail unless service otherwise made is duly acknowledged by them in writing. The signed originals shall remain in the custody of the OCS as public records; and they, or facsimiles thereof, together with the full record or file in every case, shall be made available for public inspection or copying except as provided in the Virginia Freedom of Information Act COV § 2.2-3700 et seq or unless otherwise provided by state or federal law.
- E. The CPMT shall be entitled to be represented by counsel at all hearings and meetings related to appeals.

3.4.5 Appeal Process

- A. Written Finding. Upon receipt by the CPMT of a formal written notice from the Executive Director of OCS which communicates a finding by the Executive Director requiring action pursuant to subsection 3.4.1(a), and the basis for such finding, a local CPMT shall have the right to appeal such finding and action.
- B. Request for Reconsideration. Within 45 calendar days of issuance of the formal written notice from the Executive Director, a CPMT appealing such finding and action may file a written Request for Reconsideration with the Executive Director stating its intention to appeal the finding and action and the reasons why the CPMT claims the finding and action are not appropriate. If the formal written notice from the Executive Director is delivered to the CPMT by regular mail, three (3) calendar days shall be added to the time in which the CPMT must respond. The Request for Reconsideration shall also include a request for the informal conference pursuant to subsection 3.4.2(c). The CPMT may waive its right to the informal conference and submit a Notice of Appeal requesting a formal hearing before the SEC pursuant to subsection 3.4.2(d). The Notice of Appeal shall include a statement of the finding and/or action by the Executive Director being appealed and a brief statement of the reasons why the CPMT claims the finding and/or action are not appropriate.
- C. Informal Conference.
1. The informal conference shall be held within 15 business days of the Executive Director's receipt of the Request for Reconsideration unless both parties agree in writing to hold the informal conference at a later date.
 2. The purpose of the informal conference is to allow the CPMT to present, and the Executive Director to consider, any additional facts and reasons providing

Adopted: December 19, 2013

Effective: December 19, 2013

Revised: March 14, 2024

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the basis for the CPMT's appeal of the written findings and action by the Executive Director.

3. The CPMT shall have the right to (i) receive reasonable notice thereof, (ii) appear in person and to be represented by counsel, (iii) have other witnesses appear for the informal presentation of factual data, argument, or proof related to the matter, (iv) have notice of any contrary fact basis of information in the possession of the OCS that can be relied upon in making an adverse decision, and (v) be informed, briefly and generally in writing, of the factual or procedural basis for a decision in any case prior to the commencement of the informal conference.
4. The OCS may, in its decision, rely upon public data, documents, or information only when OCS has provided all parties with advance notice of its intent to consider such public data, documents, or information. This requirement shall not apply to OCS's reliance on administrative precedent.
5. The Executive Director shall have the right to counsel for the informal conference.
6. The CPMT shall have the right and option to submit any documentation to support its case prior to, during, and/or at any time subsequent to the informal conference and prior to the rendering of the Executive Director's written determination.
7. Within 30 business days following the conclusion of the informal conference, or the receipt by the Executive Director of all relevant documents or exhibits, whichever is later, the Executive Director shall render a final decision. The parties may agree in writing to extend this period of time.
8. In the event the Executive Director who issued the written notice of finding and action is unable to conduct the informal conference or issue a written determination following the informal conference due to sickness, disability, or termination of their official capacity with the OCS, the timeframe provisions herein shall commence from the date that either alternate OCS personnel are assigned to the matter or a new proceeding is conducted, if necessary, whichever is later. The OCS shall provide notice within five (5) calendar days to the CPMT of any such inability or incapacity of the Executive Director that necessitates a replacement or a new proceeding.
9. The CPMT may contest the final decision of the Executive Director by submitting to the OCS a written Notice of Appeal requesting a formal hearing before the

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SEC within 30 calendar days of the issuance of the Executive Director's final decision. If the Executive Director's final decision is delivered to the CPMT by regular mail, three (3) calendar days shall be added to the time in which the CPMT must respond. If the OCS does not receive such a Notice of Appeal within this time period, the CPMT shall be deemed to accept the final decision of the Executive Director and shall immediately comply therewith. The Notice of Appeal shall include a statement of the finding and/or action by the Executive Director being appealed and a brief statement of the reasons why the CPMT claims the finding and/or action are not appropriate.

D. Formal Hearing.

1. Within five (5) business days of receipt by the Executive Director of the Notice of Appeal submitted by a CPMT, the Executive Director shall contact the CPMT chair to schedule a mutually agreeable date for the formal hearing and to establish guidelines for the receipt of documentation supporting the Notice of Appeal.
2. In all such formal proceedings all parties shall be entitled to be accompanied by and represented by counsel, to submit oral and documentary evidence and rebuttal proofs, to conduct such cross-examination as may elicit a full and fair disclosure of the facts, and to have the proceedings completed and a decision made. The burden of proof shall be upon the CPMT. The presiding officer at the proceedings may (i) administer oaths and affirmations, (ii) receive probative evidence, exclude irrelevant, immaterial, insubstantial, privileged, or repetitive proofs, rebuttal, or cross-examination, rule upon offers of proof, and oversee a verbatim recording of the evidence, (iii) hold conferences for the settlement or simplification of issues by consent, (iv) dispose of procedural requests, and (v) regulate and expedite the course of the hearing.
3. The SEC shall conduct the formal hearings and the Chair of the SEC shall serve as presiding officer. The decision of the SEC shall be final and shall be made in writing in the form of a Final Order of Disposition. The Final Order of Disposition shall include:
 - a. written findings of fact;
 - b. conclusions of law or policy;
 - c. rationale for its conclusion, including the identification of any documents or policies upon which the conclusion was made; and
 - d. the corrective action plan and/or any repayment plan.

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4. Timetable for decision:

- a. The decision of the SEC shall be rendered within 30 calendar days of the formal hearing. If the SEC fails to render a decision within 30 calendar days of the date of the formal hearing, the decision is deemed to be in favor of the CPMT.
- b. The provisions of subsection 4(a) notwithstanding, if a quorum of the SEC is unable to be met at the time the SEC makes its decision due to a member's sickness, disability, or termination of their official capacity with the SEC, then the timeframe provisions of subsection 4(a) shall be reset and commence from the date that either new board members are assigned to the matter or a new proceeding is conducted if needed, whichever is later. The OCS shall provide notice within five (5) business days to the CPMT of any incapacity of the SEC members that necessitates a replacement or a new proceeding.

3.4.6 Policy Review

This policy will be subject to periodic review by the State Executive Council for Children's Services.

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WRAP-AROUND SERVICES FOR STUDENTS WITH DISABILITIES

FY 2025

Agency	CCPS
Worker	Desjardins

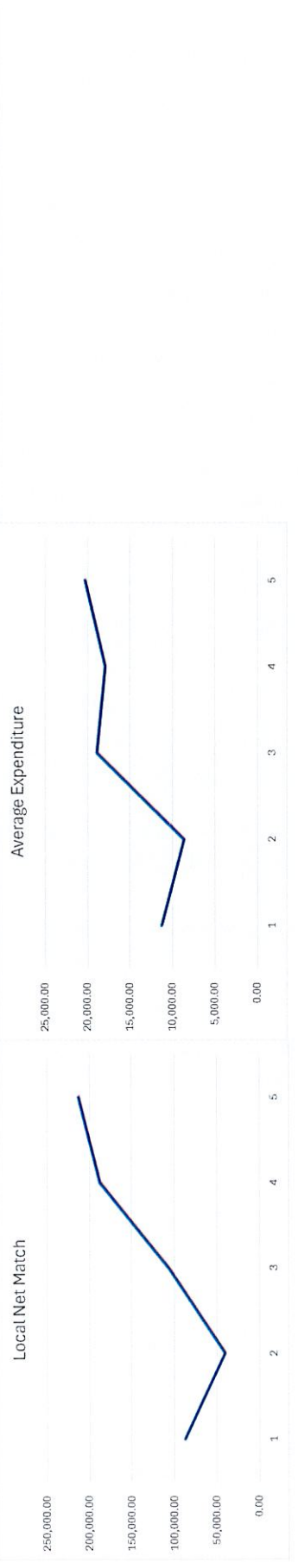
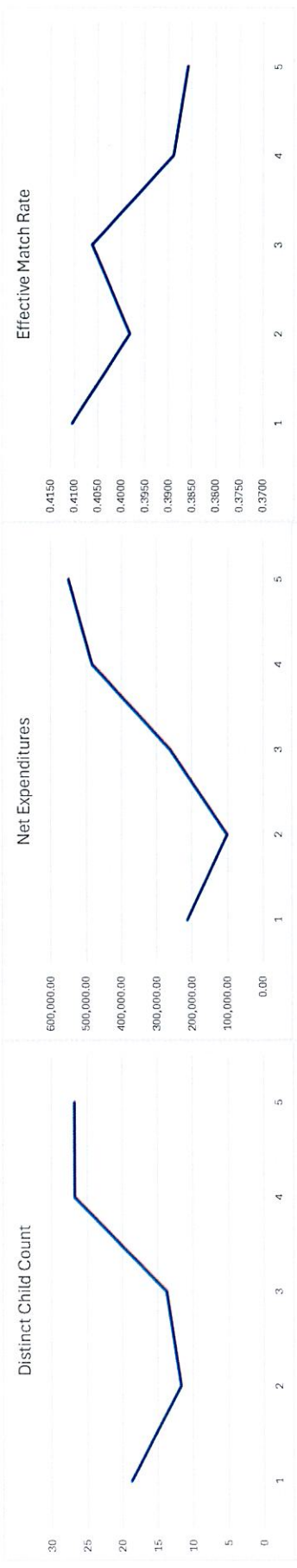
Month		Month Total
JUL		\$ -
AUG	\$ 16,208.00	\$ 16,208.00
SEP	\$ 16,164.50	\$ 16,164.50
OCT	\$ 1,120.00	\$ 1,120.00
NOV		\$ -
DEC		\$ -
JAN		\$ -
FEB		\$ -
MAR		\$ -
APR		\$ -
MAY		\$ -
JUN		\$ -
CHILD TOTAL	\$ 33,492.50	\$ - \$ - \$ 33,492.50

Beginning Balance	64,805.00
(Less) Disbursed	33,492.50
(Less) Encumbered	27,850.75
Remaining Funds	\$ 3,461.75

FY25 ACTUAL EXPENDITURES

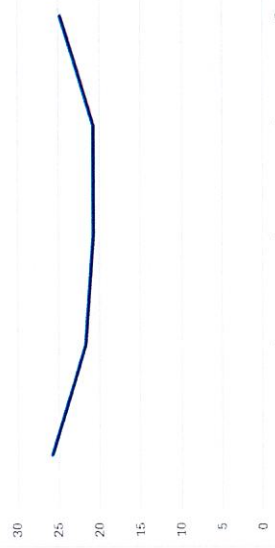
CSA Budget	Munis GL Description	PO category	FY25 State Allocations	Spplmntl Approp.	State Revised FY25 Budget w/Supp. Approp.	YTD Expenditures	Available Balance of STATE Budget
Mandated							
21200020	CSA Srvc 1a FC IVE	MAN (FC4E)			-	-	0
21200020	CSA Srvc 1b FC Othr	MAN (FC)	9,713		9,713	3,100	6,613
21200020	CSA Srvc 1c ResCon	MAN (RCDN or RCPA)	10,684		10,684	25,730	(15,046)
21200020	CSA Srvc 1e ConEd	MAN (ESCC)	54,184		54,184	23,345	30,840
21200020	CSA Srvc 2a TrFCIVE	MAN (TF4E)	13,737		13,737	9,858	3,879
21200020	CSA Srvc 2a1 TrFC	MAN (TF)	38,853		38,853	-	38,853
21200020	CSA Srvc 2c FmFCIVE	MAN (FF4E)	19,685		19,685	-	19,685
21200020	CSA Srvc 2e FmFCMIL	MAN (FFOP)	18,493		18,493	11,109	7,384
21200020	CSA Srvc 2f Commty	MAN (CBS)	128,443		128,443	39,201	89,241
21200020	CSA Srvc 2f1 Trans	MAN (CSTR)	5,421		5,421	-	5,421
21200020	CSA Srvc 2g SPED Pv	MAN (ADP)	42,335		42,335	9,404	32,932
21200020	CSA Srvc 2i PsyHosp	MAN			-	-	0
21200020	CSA Srvc Miscellaneous Exp		7,771		7,771	-	7,771
			<i>sub-total</i>	349,319	349,319	121,746	227,573
<i>sub-total mandated</i>							
WRAP/Non-Mandated							
21200020	CSA Srvc 2h St w/DB WRAP	WSS (SPS)	64,805		64,805	33,493	31,313 WRAP
21200020	CSA Srvc 3 NoManCom	NON (COMM)	19,220		19,220	-	19,220 Non-Man
			<i>sub-total</i>	84,025	84,025	33,493	50,533
<i>sub-total</i>							
ADMINISTRATIVE							
21200010	CSA AdminPur SVC		1,500		1,500	-	1,500
21200010	CSA Admin Mat & Sup		500		500	-	500
21200010	CSA Admin Regular Salaries		23,764		23,764	-	23,764
			<i>sub-total</i>	25,764	25,764	-	25,764
<i>sub-total Administrative</i>							
TOTAL			459,108	-	459,108	155,239	303,869
							TOTAL AVAILABLE BALANCE

	2020	2021	2022	2023	2024
	19	12	14	27	27
Distinct Child Count					
Net Expenditures	217,315.31	105,331.18	266,300.80	486,867.11	554,272.85
Local Net Match	89,252.49	41,963.33	108,219.21	189,433.29	214,230.29
Average Expenditure	11,438.00	8,778.00	19,021.00	18,032.00	20,385.00
Base Match Rate	0.4797	0.4797	0.4797	0.4797	0.4797
Effective Match Rate	0.4107	0.3984	0.4064	0.3891	0.3860

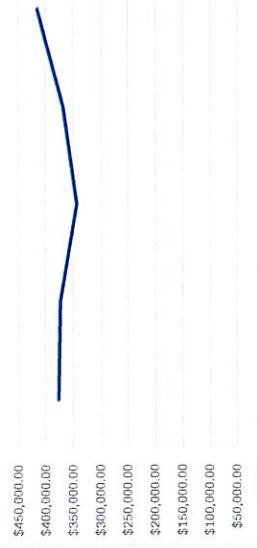


	2020	2021	2022	2023	2024
	26	22	21	21	25
Distinct Child Count					
Net Expenditures	\$786,785.71	\$831,134.69	\$822,247.97	\$848,653.65	\$836,865.92
Local Net Match	\$381,306.94	\$377,506.79	\$346,850.02	\$372,237.76	\$418,522.57
Average Expenditure	\$30,261.00	\$37,779.00	\$39,155.00	\$40,412.00	\$33,475.00
Base Match Rate	0.4871	0.4871	0.4871	0.4871	0.4871
Effective Match Rate	0.4846	0.4542	0.4218	0.4386	0.5001

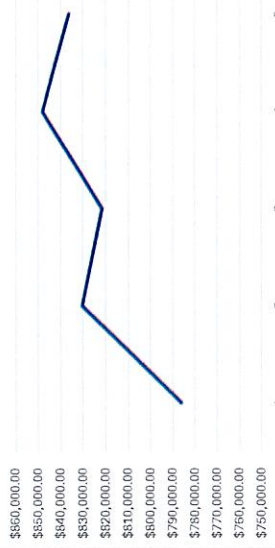
Distinct Child Count



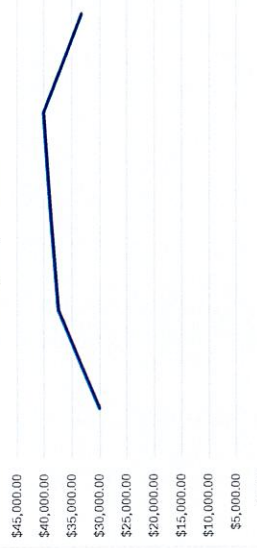
Local Net Match



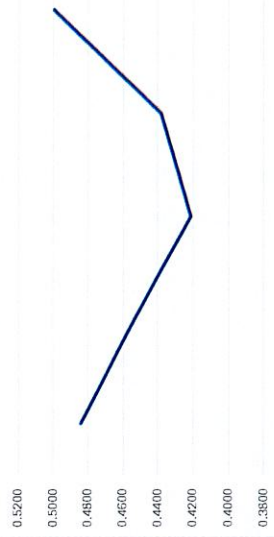
Net Expenditures



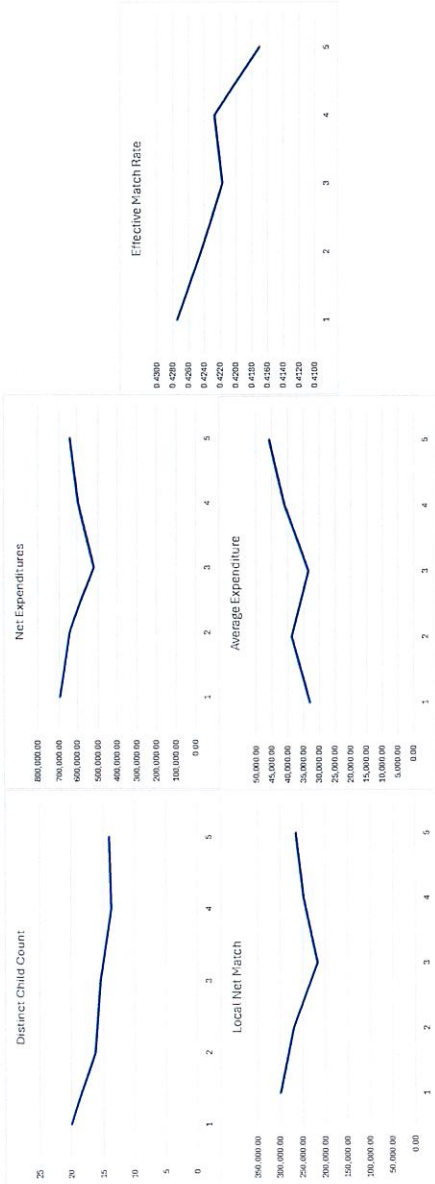
Average Expenditure



Effective Match Rate



	2020	2021	2022	2023	2024
Bath					
District Child Count	4	7	6	8	8
Net Expenditures	\$121,998.40	\$297,700.07	\$178,130.60	\$177,953.11	\$493,985.15
Local Net Match	\$71,233.89	\$121,243.24	\$75,786.78	\$78,096.61	\$215,811.52
Average Expenditure	\$30,500.00	\$42,529.00	\$29,688.00	\$22,244.00	\$61,688.00
Base Match Rate	0.4278	0.4278	0.4278	0.4278	0.4278
Effective Match Rate	0.3891	0.4096	0.4255	0.4388	0.4574
Lancaster					
District Child Count	23	19	22	18	19
Net Expenditures	\$955,545.46	\$640,386.52	\$735,687.67	\$677,368.62	\$669,336.87
Local Net Match	\$488,372.78	\$364,024.51	\$380,995.01	\$281,659.54	\$294,746.24
Average Expenditure	\$41,550.00	\$34,241.00	\$33,486.00	\$37,638.00	\$35,180.00
Base Match Rate	0.4391	0.4391	0.4391	0.4391	0.4391
Effective Match Rate	0.3988	0.4331	0.4187	0.3859	0.3953
Mathews					
District Child Count	13	9	9	10	13
Net Expenditures	\$419,427.37	\$314,667.93	\$306,219.10	\$481,423.93	\$565,285.76
Local Net Match	\$180,746.34	\$133,615.19	\$132,756.76	\$205,406.58	\$241,316.49
Average Expenditure	\$32,264.00	\$34,965.00	\$34,024.00	\$48,142.00	\$43,484.00
Base Match Rate	0.4271	0.4271	0.4271	0.4271	0.4271
Effective Match Rate	0.4309	0.4243	0.4172	0.4267	0.4269
Middlesex					
District Child Count	24	17	13	16	20
Net Expenditures	\$817,308.34	\$645,985.10	\$614,224.87	\$757,096.22	\$1,055,368.81
Local Net Match	\$350,901.38	\$277,918.22	\$296,083.31	\$327,324.11	\$456,848.15
Average Expenditure	\$34,055.00	\$37,998.00	\$47,248.00	\$47,357.00	\$52,768.00
Base Match Rate	0.4333	0.4333	0.4333	0.4333	0.4333
Effective Match Rate	0.4293	0.4302	0.4352	0.4320	0.4329
New Kent					
District Child Count	17	13	17	15	14
Net Expenditures	\$462,330.95	\$513,656.72	\$500,464.72	\$413,091.77	\$540,881.84
Local Net Match	\$249,658.44	\$275,697.24	\$229,669.64	\$183,131.02	\$272,728.28
Average Expenditure	\$27,252.00	\$39,508.00	\$29,456.00	\$27,138.00	\$38,642.00
Base Match Rate	0.4329	0.4329	0.4329	0.4329	0.4329
Effective Match Rate	0.4451	0.4372	0.4469	0.4433	0.4117
Rappahannock					
District Child Count	41	35	28	17	12
Net Expenditures	\$1,436,539.98	\$1,292,067.70	\$845,270.46	\$1,120,151.57	\$552,540.55
Local Net Match	\$592,674.71	\$533,384.22	\$329,384.23	\$459,657.59	\$220,315.96
Average Expenditure	\$35,038.00	\$36,916.00	\$30,188.00	\$65,891.00	\$45,946.00
Base Match Rate	0.4199	0.4199	0.4199	0.4199	0.4199
Effective Match Rate	0.4126	0.4128	0.3898	0.4104	0.3888
AVERAGE					
District Child Count	20	2021	2022	2023	2024
Net Expenditures	705,425.08	650,797.14	530,032.86	604,630.20	646,278.16
Local Net Match	304,098.52	275,918.22	275,786.62	252,512.38	270,294.44
Average Expenditure	35,604.00	\$9,362.67	\$4,006.00	\$41,468.67	\$46,260.33
Base Match Rate	0.4300	0.4300	0.4300	0.4300	0.4300
Effective Match Rate	0.4276	0.4245	0.4279	0.4229	0.4172



	2020	2021	2022	2023	2024
Warren					
District Child Count	59	51	48	65	72
Net Expenditures	\$1,690,130.89	\$1,920,529.70	\$2,171,771.04	\$2,243,010.22	\$2,896,717.56
Local Net Match	\$604,845.40	\$759,207.41	\$828,014.50	\$863,227.31	\$1,146,687.05
Average Expenditure	\$28,305.08	\$37,716.00	\$45,245.00	\$34,506.00	\$37,352.00
Base Match Rate	0.3853	0.3853	0.3853	0.3853	0.3853
Effective Match Rate	0.3804	0.3943	0.3813	0.3849	0.3815
Frederick					
District Child Count	149	148	148	148	141
Net Expenditures	\$3,379,297.99	\$3,407,342.11	\$3,895,164.91	\$3,884,326.61	\$3,791,612.46
Local Net Match	\$1,363,259.82	\$1,422,714.66	\$1,532,213.35	\$1,481,186.10	\$1,482,626.18
Average Expenditure	\$22,680.00	\$23,023.00	\$25,711.00	\$26,245.00	\$26,876.00
Base Match Rate	0.4348	0.4348	0.4348	0.4348	0.4348
Effective Match Rate	0.4034	0.4176	0.4027	0.3814	0.3912
Winchester City					
District Child Count	207	193	183	180	159
Net Expenditures	\$3,158,221.38	\$3,428,363.14	\$3,592,694.58	\$3,283,312.88	\$2,841,626.84
Local Net Match	\$1,318,779.10	\$1,398,709.55	\$1,457,666.79	\$1,351,849.19	\$1,057,113.88
Average Expenditure	\$15,207.00	\$17,769.00	\$19,410.00	\$18,296.00	\$17,492.00
Base Match Rate	0.4587	0.4587	0.4587	0.4587	0.4587
Effective Match Rate	0.4176	0.4079	0.4162	0.4105	0.3723
Page					
District Child Count	42	47	56	72	64
Net Expenditures	\$1,232,044.52	\$1,190,762.96	\$976,360.28	\$2,240,909.97	\$2,155,674.76
Local Net Match	\$371,455.21	\$354,813.47	\$260,252.52	\$966,677.53	\$916,217.38
Average Expenditure	\$29,334.00	\$25,335.00	\$17,435.00	\$31,124.00	\$30,225.00
Base Match Rate	0.2865	0.2865	0.2865	0.2865	0.2865
Effective Match Rate	0.2917	0.2846	0.2867	0.2945	0.2781
Shenandoah					
District Child Count	206	208	264	264	170
Net Expenditures	\$5,232,980.09	\$5,381,048.55	\$6,400,866.16	\$6,738,031.46	\$4,157,051.22
Local Net Match	\$1,460,265.82	\$1,467,272.32	\$2,484,721.20	\$1,676,321.37	\$1,282,381.82
Average Expenditure	\$25,403.00	\$25,870.00	\$25,706.00	\$25,527.00	\$24,453.00
Base Match Rate	0.3517	0.3517	0.3517	0.3517	0.3517
Effective Match Rate	0.2790	0.2727	0.2615	0.2488	0.3085
Average					
District Child Count	133	129	137	146	121
Net Expenditures	\$2,918,535.05	\$3,056,009.29	\$3,371,951.39	\$3,680,116.23	\$3,188,538.57
Local Net Match	\$1,023,739.07	\$1,076,543.46	\$1,312,673.67	\$1,207,852.30	\$1,117,001.22
Average Expenditure	\$23,925.00	\$25,342.00	\$26,701.40	\$27,140.00	\$27,279.60
Base Match Rate	0.3854	0.3854	0.3854	0.3854	0.3854
Effective Match Rate	0.3544	0.3534	0.3457	0.3440	0.3463

