

Clarke County CPMT Agenda  
April 26, 2022  
2:00 PM  
Clarke County Government Center

OPEN SESSION

1. Approve minutes from March 22, 2022
2. Introductions - Tavan Mair, Connected Communities Inc.
3. MOU template
4. Vendor letter review
5. Service gap survey update
6. Audit survey
7. Financial – March payment report

CLOSED SESSION

Consent Agenda: 5 cases

Next Meeting: May 24, 2022

# CLARKE COUNTY CPMT MEETING MINUTES

March 22, 2022

## Attendees

Katherine Webster	CSA Coordinator
Frank Moore	Clarke County Public Schools
Jennifer Parker	Clarke County DSS
Leea Shirley	VDH Representative
Jerry Stollings	CSU Representative
James Willis (virtual)	Parent Representative

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Jen called the meeting to order at 2:01 p.m. The meeting was conducted in person at the Clarke County Government Center, with James joining virtually via Google Meet.

## Old Business:

Leea made a motion to approve the minutes from February; Frank seconded the motion.

## New Business:

1. Katherine discussed the desire to have a version of the local contract for services that is shortened or a template MOU/MOA for non-clinical services like daycare, drug testing, and one-time evaluations. She received a few examples in the past month and will continue to work on development of this document. Katherine will present a draft to CPMT at the April meeting for their review.
2. Katherine reviewed the audit requirement for FAPT and CPMT members to complete training on their roles. At the CSA retreat in November, the teams were provided with a list of trainings available on the Virginia Learning Center and directions on how to access them. 2 FAPT members have completed the trainings. Katherine will re-send the list and directions to both teams.
3. At both FAPT meetings in March, families requested help funding summer camps for their eligible children. A list of camps was provided and reviewed by FAPT, who recommended funding 2 therapeutic camps for 2 of the children. Katherine discussed the idea with CPMT, and members agreed that as long as the IFSP aligned with the recommendations, the camps could be funded.
4. Katherine described some issues she is having with a few select vendors, including late invoice submission, missing reports, and challenging communication. CPMT agreed to send a letter to all vendors, restating the expectations and terms agreed to in the contract. Katherine will draft the letter, Jen will review and sign it. James noted that in certain cases, it may be beneficial to engage the parents to encourage the vendors to submit timely invoices and reports.
5. Jen discussed upcoming DSS events that Clarke CSA will be participating in and invited the CPMT members to attend representing their agencies. Katherine will reach out to Denise, Jerry, and Leea with more information on the events.

6. Katherine provided the team with the formal request and response from OCS on a supplement for Clarke's WRAP budget. There was some discussion about how to avoid the same issues next fiscal year. Katherine and Brenda (fiscal agent) are working on how to adjust the budget for the remainder of this fiscal year.
7. Denise announced that Northwestern CSB is now working out of the Berryville office at 309 W Main St. Services provided at this location include medication management, intake assessments, and case management services. Children are served on Mondays and Tuesdays, and adults are served on Fridays. Dr. Higgins and Dr. Goshen will be seeing clients. All Northwestern clients who are Clarke residents will be getting services at this location, instead of the Braddock St office in Winchester.

**Financial Update:**

Katherine provided the team with payment reports from February, there were no questions about the report.

**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 9 cases was sent out before the meeting. Frank made a motion to leave closed session and Leea seconded.

**Next meeting:  
April 26, 2022 at 2:00 p.m.**

**MOTION TO CONDUCT A CLOSED MEETING**

I move that the Clarke County Community Policy and Management Team conduct a closed meeting in accordance with §2.2-3711 A of the Code of Virginia for the purposes of:

2.2-3711.A (4) – The protection of the privacy of individuals in personal matters not related to public business.

The subject matter of the closed meeting will be:

1. Case Review (active and recent).

**RECORD OF VOTE AS TO THE AFORESAID MOTION**

	MOTION BY	SECOND	ABSENT/ ABSTAIN	AYE	NAY
<i>Denise Acker</i>				✓	
<i>Jerry Stollings</i>		✓		✓	
<i>Jennifer Parker</i>				✓	
<i>Terri Catlett</i>			✓		
<i>Leea Shirley</i>				✓	
<i>Frank Moore</i>	✓			✓	
<i>James Willis</i>				✓	

**CERTIFICATE**

Do each of you certify that to the best of your knowledge only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act, and only such public business matters as were identified in the motion by which the closed meeting was convened, were heard, discussed or considered by the Community Policy and Management Team in the closed meeting?

	AYE	NAY	ABSENT	REASON FOR NAY VOTE
<i>Denise Acker</i>	✓			
<i>Jerry Stollings</i>	✓			
<i>Jennifer Parker</i>	✓			
<i>Terri Catlett</i>			✓	
<i>Leea Shirley</i>	✓			
<i>Frank Moore</i>	✓			
<i>James Willis</i>	✓			

The aforesaid Motion and Certificate were adopted in open meeting at a public meeting held on March 22, 2022 of the Clarke County Community Policy and Management Team by roll-call vote as shown above. The Certificate was adopted immediately after the closed meeting at a reconvened open meeting.

*A. J. Moore*  
Chair

3/22/22  
Date

## **Agreement for Purchasing Services under the Children’s Services Act**

### **Principal Agreement**

#### **Introduction**

This Principal Agreement (“Contract”) is intended to address and contain all of the terms, parameters, guidelines, and expectations that must be met by any provider of services to any and all children under the care and responsibility of \_\_\_\_\_. In order for this Contract to be valid and enforceable, it must be signed by the **Children’s Services Act Coordinator of Clarke County**, and the Provider.

This Contract is effective as of this \_\_\_ day of \_\_, **2022**, between the **Children’s Services Office**, (“the Buyer”) and \_\_\_\_\_, (“the Provider”), and shall expire at the close of business on **30<sup>th</sup> day of June, 2022**.

This is a term agreement for requirements and does not involve a definite financial obligation on the part of the Buyer, although the Buyer shall use this contract for the limitation of procurement of services as seen fit and or specified.

This Contract may be terminated by either party with thirty (30) days written notice.

1. **Adherence to Law.** This Contract is subject to the provisions of the Code of Federal Regulations, the amendments thereto, and relevant state and local laws, ordinances, regulations and pertinent health and behavioral health accreditation agencies / organizations. The Buyer may modify this Contract to comply with any requirements mandated by federal, state or local law by giving written notice of said modification to the Provider.
2. **Choice of Law and Forum.** This Contract shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the Commonwealth of Virginia and any action, administrative or judicial, brought to enforce any provision of this Contract shall be brought only in Clarke County. The Provider accepts the personal jurisdiction of any court in which an action is brought pursuant to this Contract for purposes of that action and waives all defenses to the maintenance of such action.
3. **Specific Interpretations.**
  - A. **Waiver.** The failure of the Buyer to enforce at any time any of the provisions of this Contract, or to exercise any option which is herein provided, or to require at any time any performance by the Provider of any of the provisions hereof, shall in no way affect the validity of this Contract or any part thereof, or the right of the Buyer to thereafter enforce each and every provision.

- B. **Remedies Cumulative.** All remedies afforded in this Contract shall be construed as cumulative, that is in addition to every other remedy provided herein or by law.
  - C. **Severability.** If any part, term, or provision of this Contract is held by a court of competent jurisdiction to be in conflict with any state or federal law, the validity of the remaining portions or provisions shall be construed and enforced as if this Contract did not contain the particular part, term or provision held to be invalid.
  - D. **Captions.** This Contract includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Contract.
  - E. **Contract Construal.** Neither the form of this Contract, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.
4. **Purchase of Services Order.**
- A. **Requirement for PSO.** A Purchase of Services Order (PSO) shall be issued for any and all discrete services that are to be provided by the Provider to any client under the supervision or authority of the Buyer. No services shall be administered to a client under the supervision or authority of the Buyer without a PSO authorizing such discrete services signed by the financial officer, Brenda Bennett, and the Provider.
  - B. **Contents of PSO.** The PSO shall define the terms of purchase and service delivery to a specific client. The PSO shall include the proposed objectives, the term of service, and the type of services to be rendered to the client. The child's Individual Family Services Plan (IFSP) shall be considered by the Provider and the Buyer in determining the proposed objectives, the term of service and the types of services to be rendered to the child.
  - C. **Charges under PSO.** The Provider agrees to charge the Buyer for only those services described in the PSO and in accordance with the Billing provisions of Section ten (10) of this Contract. The provider agrees to invoice for allowable, reasonable, and necessary service costs in accordance with the categories applicable to Title IV-E, Medicaid and other identified alternative funding source as directed by the buyer.
  - D. **Adjustment or Termination of PSO by Buyer.** The Buyer may adjust or terminate the PSO at any time as a result of changes in the child's eligibility for or progress with services or if the Buyer deems it to be in the client's best interest to terminate the PSO. In the event that the Buyer becomes unable to honor any or all approved PSOs for causes beyond the Buyer's reasonable control, including, but not limited to, failure to receive promised funds from federal, state, or local government sources or donor default in providing matching funds, the Buyer may terminate or modify any or all PSOs issued pursuant to this Contract as necessary to avoid delivery of services for which the Buyer cannot make payment. The Buyer shall notify

the Provider immediately as soon as it becomes aware of such a cause for termination.

E. **Termination of PSO by Provider.** The Provider may only terminate a PSO prior to its expiration in the event of the child subject of the PSO committing an infraction considered a Serious Incident as defined in Section fourteen (14) of this Contract and the Provider having followed the notice requirements stated therein. In the event of termination of a PSO, all reasonable efforts will be made to give the Buyer **15** days written notice prior to termination of services to the child. Such written notice shall include the specific reason(s) for terminating services to the child.

5. **Employee Background Checks:** Employees and any other adults (volunteers, et al) providing services to or having contact with a client placed by the Provider must be checked through a Central Registry check through Child Protective Services, a fingerprint check through the West Virginia or Virginia State Police (as appropriate depending on location), and a fingerprint check through the Federal Bureau of Investigation prior to the individual beginning work, so long as the aforementioned employee check is not in conflict with the Provider's state's laws. 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 the Provider is notified that any of its employees are named in a child protective service registry, then this information will be made available by the Provider to the Buyer with thirty (30) days of receipt of such notice. The provider will be in compliance with all Federal and State laws, regulations and licensure requirements relating to the conducting of criminal checks of its employees.
6. **Licensure:** The Provider represents and warrants that it (1) duly holds all necessary licenses required by local, State, federal laws and regulations and (2) will furnish satisfactory proof of such licensure to the Buyer's representative within ten (**10**) days after the execution of the Agreement. The Provider covenants that it will maintain its required licensed status with the appropriate governmental authorities and will notify the Buyer within ten (**10**) days of the issuance of any provisional license. In the event such licensing is suspended, withdrawn or revoked, the Provider 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 the Buyer to pay the Provider's invoices.
7. **Service Quality.** The Provider shall provide services at or above the quality standard in the industry at which the service is provided. The description or evaluation written in the Office of Children's Services (OCS) Service Fee Directory of the Profile of Services and Prices shall set forth the minimum level of service acceptable.  
The Provider shall permit representatives of the Buyer to conduct program and facility reviews to assess service quality and compliance with the Individual Family

Service Plan of any child under the supervision or authority of the Buyer. Such reviews shall include, but are not limited to, meetings with consumers, review of services records, review of service policy and procedural issuance, review of staffing ratios and job descriptions, review of financial records pertaining to any child under the supervision and authority of the Buyer, and meeting with any staff directly or indirectly involved in the provision of services to any child under the supervision or authority of the Buyer. Such reviews may occur as deemed necessary by the Buyer and may be unannounced.

8. **Service Rates.** The rates for services provided to a specific child by the Provider shall be set forth in the PSO for the child. The Provider may not increase the rate for any service described in a PSO during the term of the PSO unless the PSO provides for an automatic rate increase option, in which case the rate may only be increased in the initial month of the Buyer's fiscal year and must be agreed to in writing by the Buyer. The provider is required to have all services and rate information entered and up-to-date in the Service Fee Directory by the beginning of the contract year.

The Provider shall provide to the Buyer written notice of any planned rate increase **30 days** prior to the initial month of the Buyer's next fiscal year. Such written notice shall contain the justification for the increase and shall be submitted in triplicate to the Buyer's Children's Services Act Manager.

9. **Medicaid.** The Provider shall file for Medicaid reimbursement for any Medicaid eligible services provided by the Provider to any Medicaid eligible child under the supervision or authority of the Buyer. The Provider shall be responsible for adhering to all Medicaid requirements, both service and fiscal. Any costs associated with improper management of Medicaid cases on the part of the provider shall be the sole responsibility of the Provider. The Provider shall provide the Buyer with documentation specifying the status of initial Medicaid approval within twenty-four (24) hours (one working day) of receipt of such by the Provider. All other documentation specific to Medicaid received by the Provider shall be provided in writing to the Buyer within forty-eight (48) hours (two working days) by the Provider. The Buyer shall not be responsible for payment of Medicaid eligible services that are denied by Medicaid for reasons attributable to fault of the Provider.
10. **Billing.** The Provider shall bill the Buyer each month for all services rendered to a client pursuant to a PSO. The Provider shall bill the Buyer for any and all services provided within thirty (30) days of the date on which the service was provided. The Buyer agrees to mail payment for all correct invoices within forty-five (45) days of receipt of the invoice. In no case, shall the Buyer be obligated to pay for services rendered to a child when the Provider fails to submit an invoice to the Buyer for such services within forty-five (45) days of the date of the service.



The Provider's invoice shall list: the applicable services provided by funding source category as directed by the Buyer and shall specify the name of the client to whom each service was provided and the date of service. The amount billed for services shall be the amount agreed upon in the PSO authorizing services to the child to whom the service was provided. The Provider agrees to bill and the Buyer agrees to pay for only those services authorized by the PSO for a specific child.

The Provider shall bill the Buyer for the actual increments of service provided to the client as agreed upon by the buyer and the provider

In the event of an absence of a non-residential child for a previously scheduled service, the Buyer agrees to pay to the Provider the service rate agreed to in the PSO for the child for up to (three) 3 such occurrences per Buyer's fiscal year.

The Buyer shall return incorrect invoices without payment to the Provider for correction within forty-five (45) days of receipt of the invoice.

Within fifteen (15) days of receipt of the returned invoice, the Provider shall correct any incorrect invoice and re-submit the corrected invoice to the Buyer for payment. If the Provider finds that the invoice is correct, the Provider shall forward a written explanation for the invoice with supporting documents to the Buyer within fifteen (15) days of receipt of the returned invoice. If the Provider's notification and supporting evidence are not received by the Buyer within the fifteen (15) day limit, then the Buyer shall not be obligated to make payment upon any disputed portion of the invoice. The Provider shall immediately notify the Buyer of any overpayment for services by the Buyer.

By signing this agreement, the Buyer and the Provider are in agreement that costs for services provided should be billed within thirty (30) days of the date on which the service was provided. The Buyer agrees to mail payment for all correct invoices within forty-five (45) days of receipt of the invoice.

11. **Accounting and Record Keeping.** The Provider shall maintain an accounting system and supporting records adequate to assure that claims for funds are in accordance with applicable state, federal and appropriate accrediting agency requirements. Such supporting records shall reflect all direct and indirect costs of any nature expended in the performance of this Contract and all income from any source. The Provider shall also collect and maintain fiscal and statistical data pursuant to the servicing of this Contract and any PSO for a child under the supervision or authority of the Buyer on forms designated by the Buyer.

The Provider agrees to retain all books, records, and other documents relative to this Contract and any PSO for a child under the supervision or authority of the Buyer for five (5) years after any final payment pursuant to this Contract and any PSO for a child under the supervision or authority of the Buyer or as long as necessary for purposes of any unresolved state or federal audit. The Buyer, its

authorized agents, and state or federal auditors shall have full access to and the right to examine any of said materials during an audit.

12. **Confidentiality.** Any information obtained by the Provider pursuant to this Contract concerning applicants, a child under the supervision or authority of the Buyer, or such child's family members shall be treated as confidential. Use or disclosure of such information by the Provider shall be limited to purposes directly connected with the Provider's responsibility for services under this Contract. Both parties further agree that this information shall be safeguarded in accordance with the provisions of the Code of Virginia, as amended, and any other relevant provisions of state or federal laws.
13. **Serious Incident Reporting:** The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which is related to youth placed by the Buyer. A serious incident includes, among others, abuse or neglect; criminal behavior; death; emergency treatment; facility related issues, such as fires, 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 which jeopardize the health, safety, or well-being of the youth.

Within 24 hours of a serious incident, or by the next business day, the Provider shall report the incident by speaking to or leaving a message for the case manager of the placing agency of each youth involved. Within 48 hours of the serious incident, the Provider shall complete and submit to the case manager of the placing agency for each youth involved a written report.

The written report of the serious incident shall provide a factual, concise account of the incident and include:

Name of facility/provider; name of person completing form; date and time of serious incident; date of the report; child/youth's name, age, gender, ethnicity; placing agency name; placing agency case manager's name; where the incident occurred, description of incident (including what happened immediately before, during and after the incident); names of witnesses; action taken in response to incident; names/agencies notified (family, legal guardian, child protective services, medical facility, police); recommendation for follow-up and/or resolution of incident; signature of person completing report; and facility/provider director's (or designee) signature and date.

Separate reports should be completed and submitted for each child/youth involved and placed by the Buyer. The provider is responsible for ensuring the confidentiality of the parties involved in the incident.

In the event the case manager of the placing agency determines that a serious incident has occurred, the case manager will notify the Provider of the allegation. The provider shall within 48 hours of the case manager's notification complete and submit a written report as provided, supra.

14. **Grievances.** In the event that a child under the supervision or authority of the Buyer submits a complaint to the Buyer concerning the Provider, the Provider shall promptly provide all verbal or written information or documents within its control relevant to such complaint to the Buyer upon a request by the Buyer for such information.
15. **Subcontracts.** The Provider shall not enter into any subcontract for any of the services approved under this Contract without obtaining the prior written approval of the Buyer. Subcontractors shall be subject to all of the provisions, requirements, and conditions of this Contract and any PSO signed pursuant to this Contract. The Provider shall be solely responsible for the performance of any of its subcontractors.
16. **Not Employees.** The Provider's performance under this Contract is as an independent contractor, and neither the Provider nor its employees, assignees or subcontractors shall be deemed employees of the Buyer while performing under this Contract.
17. **Insurance.** The Provider shall at its sole expense obtain and maintain during the term of this Contract the insurance policies listed and required herein, naming the Buyer as an additional insured, and shall furnish the Buyer with a certificate of insurance prior to commencing work upon any PSO signed pursuant to this Contract. Any required insurance policies must be effective prior to the provision of any services or performance by the Provider under this contract and such policies cannot be cancelled without ninety days written notice to the Buyer. The following insurance is required:
  - A. Commercial general liability insurance, written on an occurrence basis which shall insure against all claims, loss, cost damage, expense or liability from loss of life or damage or injury to person or property arising out of the Provider's performance under this Contract. The minimum limits of liability for this coverage shall be \$1,000,000.00 combined single limit for any one occurrence.
  - B. Contractual liability broad form insurance shall include the indemnification obligation set forth in this contract.
  - C. Workers' compensation insurance covering Provider's statutory obligations under the laws of the Commonwealth of Virginia and employer's liability insurance shall be maintained for all its employees engaged in work under

this contract. Minimum limits of Liability for employers liability insurance will be \$100,000 for bodily injury by accident each occurrence, \$100,000 bodily injury by disease (policy limit) and \$100,000 Bodily injury by disease (each employee). With respect to Workers' compensation coverage, the Provider's insurance company shall waive rights of subrogation against the Buyer, its officer, employees, agents, volunteers and representatives.

- D. Automobile liability insurance shall be at least \$1,000,000.00 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this contract.
- E. Professional liability insurance with a minimum of liability of \$2,000,000.00.

The insurance coverage in amounts set forth in this Section may be met by an umbrella liability policy following the form of the underlying primary coverage and the minimum amounts as listed above. Should an umbrella liability coverage policy be used to satisfy the requirements of this section, such coverage shall be accompanied by a certificate of endorsement stating that the policy applies to all of the above types of insurance.

- 18. **Indemnity.** The Provider shall indemnify, defend and hold harmless Clarke County Children's Services its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses including court costs and reasonable attorneys' fees arising from any material default or breach by the Provider of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Provider, its officers, agents employees and subcontractors.
- 19. **Force Majeure.** Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to acts of God, flood, severe weather, fire, epidemic, strikes, the public enemy, legal acts of public authorities or delays or defaults of public carriers, which cannot reasonably be forecast or provided against.
- 20. **Miscellaneous.**
  - A. **Additional Provisions.** Any document referred to in this Contract but not attached hereto is hereby incorporated in this Contract by reference
  - B. **Merger.** This Contract, including all documents incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the Provider and the Buyer regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the

Provider and the Buyer regarding this Contract's subject matter shall be of any effect.

- C. **Modification.** This Contract shall not be amended, modified, or otherwise changed except by the written consent of the Provider and the Buyer given in the same manner and form as the original signing of this Contract.
- D. **Order of Precedence.** Where there exists any inconsistency between the provisions of this Contract and the provisions other documents that have been incorporated into this Contract by reference or otherwise, the provisions of this Contract shall control.
- E. **Notices.** The parties may be notified as required under this Contract as follows:

**BUYER:**     Katherine Webster  
                   CSA Coordinator  
                   Clarke County Children's Services

**PROVIDER:**

**IN WITNESS THEREOF**, the parties have executed this Contract as follows:

Provider:

BY: \_\_\_\_\_ (NAME)  
       \_\_\_\_\_ (TITLE)  
       \_\_\_\_\_ (DATE)

Buyer: CLARKE COUNTY CHILDREN'S SERVICES

BY: \_\_\_\_\_

Katherine Webster

Coordinator, Clarke County Children's Services



CHILDREN'S SERVICES ACT OFFICE  
311 EAST MAIN STREET  
BERRYVILLE, VIRGINIA 22611  
TELEPHONE (540)955-5198 • FAX (540)955-3958

April 20, 2022

Dear Vendor,

Thank you for continuing to provide services to Clarke County youth and families. Clarke CSA highly values your commitment to our citizens in the face of rising costs everywhere. As we are nearing the end of the fiscal year, I am reaching out to remind you of contractual obligations regarding payments. To summarize the contract's requirements of providers:

- Completed CSA generated invoices are due within 30 days of the end of the invoice
- For clinical services, a progress report shall be submitted with the monthly invoice
- Invoices submitted more than 45 days after the end of the given month will not be paid

Ideally, these documents should be received by the 15<sup>th</sup> of the month in order to be processed in the month they are received. Payments rendered are always for services delivered in the previous month.

The progress report must include the dates of services, progress on stated goals, and a brief summary of services provided. The progress report is an integral part of the utilization review process. If a progress report is not received on a monthly basis, it impedes the ability of the FAPT to coordinate services and properly review the case.

Repeated failure to submit these documents on time will require a review by the Clarke County Community Policy and Management Team and may result in a decision to find an alternate provider.

Please don't hesitate to reach out with any questions or concerns. Thank you again for working with Clarke County youth and families.

Sincerely,

A handwritten signature in black ink that reads "Katherine Webster".

Katherine Webster OTR/L, QMHP-C  
CSA Coordinator

cc: Jennifer Parker, CPMT Chairperson

On Mon, Feb 28, 2022 at 7:01 PM Thompson, Carrie <[carrie.thompson@csa.virginia.gov](mailto:carrie.thompson@csa.virginia.gov)> wrote:

Dear Jennifer Parker,

I hope this email finds you well. My name is Carrie Thompson and I am a Senior Research Associate in the Office of Children's Services. I am writing in regards to the FY 2022 Service Gap Survey.

As you know, Section 2.2-5211.1.2. of the Code of Virginia requires that: "The community policy and management team shall report annually to the Office of Children's Services on the gaps in services needed to keep children in the local community and any barriers to the development of those services." This requirement has led to the implementation of the annual CSA Service Gap Survey which has been in place since 2007. Along with meeting the above mentioned statutory requirement, the Service Gap Survey also can be used as a resource to local CSA programs in meeting the language of §2.2-5206.4, which directs each Community Policy and Management Team (CPMT) to: "Coordinate long-range, community-wide planning that ensures the development of resources and services needed by children and families in its community ..."

In 2017, the Office of Children's Services (OCS) convened a group of local CSA coordinators to provide input as to how the Service Gap Survey might be improved in terms of functionality and the information collected and reported on. As a result of that workgroup, it was determined that although the Service Gap Survey will continue to be issued each year as required by the Code, a full survey will be completed only in the odd numbered years beginning with FY2017. In the even numbered years, OCS will ask localities to review their previous year's submission, make any applicable changes and submit this "updated" survey.

Because this is an even numbered fiscal year, please review your attached submission from last year, answer the following questions in the attached Word document and return by May 1, 2022.

- 1) For FY 2022, are there any new gaps in services identified that were not reported in FY 2021?
- 2) Have any of the gaps in services identified in FY 2021 been resolved in FY 2022?
- 3) Have any of the barriers to providing services identified in FY 2021 increased or are there any new barriers identified for FY 2022?
- 4) Have any of the barriers to providing services identified in FY 2021 decreased or been resolved completely?

Thank you,



**Carrie Thompson**

Research Associate Senior

Office of Children's Services

1604 Santa Rosa Rd., Suite 137, Richmond, VA 23229

804-663-5546

[carrie.thompson@csa.virginia.gov](mailto:carrie.thompson@csa.virginia.gov)

[www.csa.virginia.gov](http://www.csa.virginia.gov)

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# Fiscal Year 2023 CSA Local Agency - Annual Risk Assessment Survey

The Program Audit Activity of the Office of Children's Services (OCS) is responsible for evaluating the adequacy and effectiveness of governance, risk management, internal control, and compliance activities of local CSA programs, governed by requirements established in the Code of Virginia, Children's Services Act (§ 2.2-5200) and policies adopted by the State Executive Council (SEC). The basis for audit selections include risk assessment, management and stakeholder input, and the established audit cycle (every three years). The purpose of this survey is to collect information pertaining to local CSA programs that is necessary to complete the risk assessment, and to solicit input from local agency stakeholders that is specific to each of the individual programs.

Instructions: Survey questions may be discussed with the full Community Policy and Management Team (CPMT). However, the CPMT Chair or designee should complete and submit only one survey per locality.

Responses are due by 5:00pm on Monday, May 16, 2022.

If you have any questions about this survey, please contact Stephanie Bacote, Program Audit Manager at (804) 662-7441.

**\* Required**

## Respondent's Contact Information (In case follow-up is necessary)

1. Locality Name \*

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2. Respondent's Name \*

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3. Respondent's Title \*

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## 4. Respondent's Phone Number \*

### Inherent Risk Evaluation

The following risk factors may hinder achievement of objectives, if mitigating actions are not taken. Please rate the degree in which your local CSA program has experienced or have been affected by the situations described below.

(Note: A high rating is indicative that the risk exposure described exists and has significantly affected the local program. A low rating is indicative that the risk exposure is not present, or where it exists that there has been little or no affect to the local program.)

5. CHANGES IN OPERATIONS: Extent to which changes in funding, staffing, operating practices/procedures over the last 24 months have affected your local program as the changes are absorbed. \*

*Mark only one oval.*

- Low
- Slightly Moderate
- Moderate
- Slightly High
- High

6. PRESSURE TO MEET OBJECTIVES: Extent to which the local program has been vulnerable to reductions in the quality of service provided, increased operating cost, or lessening of controls/ procedures to achieve federal, state, and local objectives. \*

*Mark only one oval.*

- Low
- Slightly Moderate
- Moderate
- Slightly High
- High

7. ADVERSE PUBLICITY: Extent to which unfavorable exposures (industry and/or public media) over the last 24 months have affected your local program's ability to secure and maintain public trust and confidence. \*

*Mark only one oval.*

- Low
- Slightly Moderate
- Moderate
- Slightly High
- High

8. SERVICE DELAYS: Over the last 24 months, the extent to which failure to meet stated service levels has seriously affected relations with stakeholders, created serious internal problems, and/or affected the program's reputation. \*

*Mark only one oval.*

- Low
- Slightly Moderate
- Moderate
- Slightly High
- High

9. CONFIDENTIALITY OF DATA: Extent of loss or embarrassment over the last 24 months that was due to unauthorized or premature disclosure of protected information. \*

*Mark only one oval.*

- Low
- Slightly Moderate
- Moderate
- Slightly High
- High

10. INACCURATE DATA: Extent that incorrect data generated over the last 24 months has affected the integrity and reliability of data reported by the local program, and consequently shared by other state and local stakeholders. \*

*Mark only one oval.*

- Low
- Slightly Moderate
- Moderate
- Slightly High
- High

11. PROCESSING SOPHISTICATION: Extent to which the reliability of manual and/or automated technology processes used in the local program's process flow over the last 24 months has impacted performance of daily operating activities. \*

*Mark only one oval.*

- Low
- Slightly Moderate
- Moderate
- Slightly High
- High

12. HISTORY OF FRAUD: Extent to which actual or alleged incidences fraud occurring with in the past 24 months has impacted the local program. \*

*Mark only one oval.*

- Low
- Slightly Moderate
- Moderate
- Slightly High
- High

### Control Risk Evaluation

The following factors that are established to mitigate risks could potentially lose their effectiveness over time, and thus no longer function as intended. Please rate the degree in which your local CSA program has experienced or has been affected by the situations described below.

(Note: A low rating is indicative that the risk control described exists and is functioning as intended. A high rating is indicative that the risk control described does not exist, or where it does exist that the control is not working as intended).

13. EXPERIENCE LEVEL OF THE MANAGEMENT TEAM: Collectively, the extent of management's understanding of state and local CSA operations and understanding of management principles (planning, directing, and monitoring). Consider length of CSA experience. \*

*Mark only one oval.*

- Low
- Slightly Moderate
- Moderate
- Slightly High
- High

14. INFORMATION TECHNOLOGY SECURITY: Extent that appropriate actions have been taken to protect sensitive/confidential data from unauthorized access, such as the use of restricted areas, passwords, and encryption devices. \*

*Mark only one oval.*

- Low
- Slightly Moderate
- Moderate
- Slightly High
- High

15. AUDIT COVERAGE: Extent that internal and/or external reviews are of a quality and frequency of which to provide comprehensive evaluations of the local program. \*

*Mark only one oval.*

- Low
- Slightly Moderate
- Moderate
- Slightly High
- High

16. ABILITY TO OVERRIDE POLICY: Extent of the ease to which management takes actions that supersede the state and local policies/procedures adopted that govern the local program. \*

*Mark only one oval.*

- Low
- Slightly Moderate
- Moderate
- Slightly High
- High

17. CONTINGENCY PLANNING: Existence of a documented plan to ensure continuation of services in the event of an emergency (e.g. natural disaster) or other short/long-term service disruptions (e.g. extended absence of CSA Coordinator). \*

*Mark only one oval.*

- Low
- Slightly Moderate
- Moderate
- Slightly High
- High

18. ADEQUACY OF POLICIES AND PROCEDURES: Extent to which local program policies and procedures are written, comprehensive, clear, accessible, aligned w/federal and state laws and policies where applicable, periodically reviewed and updated. \*

*Mark only one oval.*

- Low
- Slightly Moderate
- Moderate
- Slightly High
- High



19. MEASURABLE GOAL/OBJECTIVES/PERFORMANCE TARGETS: Extent to which the management team has established benchmarks to gauge achievement; that are documented, reviewed/updated periodically, and disseminated. \*

*Mark only one oval.*

- Low
- Slightly Moderate
- Moderate
- Slightly High
- High

20. MANAGEMENT REVIEW/QUALITY ASSURANCE: Extent to which the management team regularly receives and effectively acts upon formal reports detailing major aspects of the local program to ensure compliance with state and local requirements. \*

*Mark only one oval.*

- Low
- Slightly Moderate
- Moderate
- Slightly High
- High

21. TRAINING: Extent to which a conscious effort is made to regularly provide training to local program stakeholders; that there is evidence that training needs of key stakeholders are met. \*

*Mark only one oval.*

- Low
- Slightly Moderate
- Moderate
- Slightly High
- High

22. SEGREGATION OF DUTIES: Extent to which duties in the local program's processing stream (i.e., service planning recommendations by FAPT and funding authorizations by CPMT) are optimally separate. \*

*Mark only one oval.*

- Low
- Slightly Moderate
- Moderate
- Slightly High
- High

23. CONFLICTS OF INTEREST: Extent to which local representatives adhere to state and local disclosure requirements (i.e. timely notification; completed disclosure forms; abstain from voting where applicable). \*

Mark only one oval.

- Low
- Slightly Moderate
- Moderate
- Slightly High
- High

Stakeholder Feedback

All local programs are scheduled to be audited during the current three year audit cycle (Fiscal Years 2020-2022). Audit selections are based on the evaluation of many factors, including but not limited to risk/severity concerns, availability of resources, and input from OCS management and other state/local CSA stakeholders. Please note that a response to the following questions would NOT automatically result in the local CSA program receiving a higher risk ranking in the scheduling of audit priorities.

24. Please list and briefly describe any best practices, major achievements, and/ or concerns that you have regarding your local CSA program.

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25. Are there any particular areas of your program that you would like a callback from an auditor to discuss considerations for a more focused review? If yes, please provide a brief description.

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**EXPENDITURE REPORT****Reporting Period: March 2022****Print Download To Excel Export Data?**

PART 1 - EXPENDITURE DESCRIPTION REPORT							
	Expenditure Description	MatchRate	Expenditure	Refunds	NetExpenditures	LocalShare	StateShare
1a	Foster Care - IV-E children in Licensed Residential Congregate Care; pool expenditures for costs not covered by IV-E (i.e., non room-and-board)	0.5996	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1b	Foster Care - all others in Licensed Residential Congregate Care	0.5996	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1c	Residential Congregate Care-CSA Parental Agreements ; DSS Noncustodial Agreements	0.5996	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1d	Non-Mandated Services/Residential/Congregate	0.5996	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1e	Educational Services - Congregate Care	0.4797	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2a	Treatment Foster Care - IV-E	0.4797	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2a1	Treatment Foster Care	0.4797	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2a2	Treatment Foster Care - CSA Parental Agreements ; DSS Noncustodial Agreements	0.4797	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2b	Specialized Foster Care - IV-E ; Community Based Services	0.4797	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2b1	Specialized Foster Care	0.4797	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2c	Family Foster Care - IV-E ; Community Based Services	0.2399	\$165.00	\$0.00	\$165.00	\$39.58	\$125.42
2d	Family Foster Care Maintenance only	0.4797	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

2e	Family Foster Care - Children receiving maintenance and basic activities payments; independent living Stipend/Arrangements	0.4797	\$496.00	\$0.00	\$496.00	\$237.93	\$258.07
2f	Community - Based Services	0.2399	\$9,143.00	\$1,285.77	\$7,857.23	\$1,884.95	\$5,972.28
2f1	Community Transition Services - Direct Family Services to Transition from Residential to Community	0.2399	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2g	Special Education Private Day Placement	0.4797	\$9,773.03	\$0.00	\$9,773.03	\$4,688.12	\$5,084.91
2h	Wrap-Around Services for Students With Disabilities	0.4797	\$2,985.00	\$0.00	\$2,985.00	\$1,431.90	\$1,553.10
2i	Psychiatric Hospitals/Crisis Stabilization Units	0.4797	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Non-Mandated Services/Community-Based	0.2399	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Total</b>		<b>\$22,562.03</b>	<b>\$1,285.77</b>	<b>\$21,276.26</b>	<b>\$8,282.48</b>	<b>\$12,993.78</b>

**PART 2 - EXPENDITURE REFUND DESCRIPTION**

Information regarding total expenditure refunds reported in Part 1, Line 4(c).

EXPENDITURE REFUND DESCRIPTION	CODE	AMOUNT
Vendor Refunds and Payment Cancellations	10	\$0.00
Parental Co-Payments	20	\$0.00
Payments made on behalf of the child (SSA, SSI, VA benefits ...)	30	\$0.00
Child Support Collections through DCSE	40	\$1,285.77
Pool prior-reported expenditures re-claimed under IV-E	50	\$0.00
Other (Please specify):	90	\$0.00
<b>TOTAL REFUNDS : Note: This total must agree with the GRAND TOTAL of all expenditure refunds Part 1, Line 4, Col (c).</b>		<b>\$1,285.77</b>

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