

1. INTRODUCTION

This chapter provides the foundation for service delivery in all local social service agencies across the State through policy established by State Board of Social Services entitled Family-Based Social Services.

The philosophy and beliefs expressed in this chapter, although not fully reflected in other chapters throughout this manual, do apply to all cases and services delivered through the local agency.

2. LEGAL BASE FOR FAMILY-BASED SOCIAL SERVICES

Statutory Authority: §§63.1-25, 63.1-55 et seq., 63.1-56 et seq., and 63.1-248.1.

Virginia Board of Social Services: Final Action on Family-Based Social Services (VR 615-50-4) granted on September 17, 1987, to be effective July 1, 1988.

3. FAMILY-BASED SOCIAL SERVICES POLICY

An effective social service and public assistance system is designed to meet the basic needs of those who need services and/or assistance. The system shall provide services within the needy family's home community and within an environment that promotes family stability whenever possible. In order to accomplish effective social services within Virginia's locally administered, State-supervised system, each local department must administer programs based upon a philosophy of family-based social services delivery.

The following material shown in upper case is appropriate sections of the final text of regulations published in the *Virginia Register of Regulations* on October 12, 1987.

These regulations promulgate the philosophy of Family-Based social services and all local social service agencies in Virginia. This philosophy forms the basis for service delivery in serving families by focusing delivery on the family. It also identifies the broad services to be provided to families, whether young or old, and identifies target populations to be served. For more information on Family-Based Social Services, see also Volume I, Administrative Manual, Chapter E.

a. Definitions and Philosophy

1) DEFINITIONS

THE FOLLOWING WORDS AND TERMS, WHEN USED IN THESE REGULATIONS, SHALL HAVE THE FOLLOWING MEANING, UNLESS THE CONTEXT CLEARLY INDICATES OTHERWISE:

"ADULT" MEANS ANY INDIVIDUAL AGE 18 OR OVER, OR UNDER 18 IF LEGALLY EMANCIPATED.

"BENEFIT PROGRAMS (Temporary Assistance Programs)" MEANS SOCIAL SERVICES WHICH PROVIDE DIRECT CASH AID SUCH AS AID TO DEPENDENT CHILDREN, GENERAL RELIEF, AND AUXILIARY GRANTS, MEDICAL ASSISTANCE, AND AID FOR FOOD, FUEL, AND HOME HEATING REPAIRS.

"CHILD/CHILDREN" MEANS ANY INDIVIDUAL UNDER AGE 18, OR ANY INDIVIDUAL AGE 18-21, IN THE CUSTODY OF A LOCAL AGENCY.

"CHILD DAY CARE SERVICES" means those activities that assist eligible families in the arrangement and/or purchase of day care for children.

"DEPARTMENT" MEANS THE VIRGINIA DEPARTMENT OF SOCIAL SERVICES.

"FAMILY" MEANS ANY INDIVIDUAL ADULT OR ADULT(S) AND/OR CHILDREN RELATED BY BLOOD, MARRIAGE, ADOPTION, OR AN EXPRESSION OF KINSHIP WHO FUNCTION AS A FAMILY UNIT. (This definition includes a single adult.)

"FAMILY BASED" MEANS AN APPROACH TO SOCIAL SERVICE DELIVERY WHERE THE FOCUS OF SERVICE IS ON THE FAMILY UNIT, NOT JUST INDIVIDUAL MEMBERS VIEWED IN ISOLATION.

"IMPAIRED" MEANS ANY PERSON WHOSE PHYSICAL OR MENTAL CAPACITY IS DIMINISHED TO THE EXTENT THAT HE NEEDS COUNSELING OR SUPERVISORY ASSISTANCE, AND/OR ASSISTANCE WITH ACTIVITIES OF DAILY LIVING SUCH AS FEEDING, BATHING, AND WALKING, OR INSTRUMENTAL ACTIVITIES OF DAILY LIVING SUCH AS SHOPPING AND MONEY MANAGEMENT.

"INCAPACITATED" MEANS ANY PERSON WHO IS IMPAIRED BY REASON OF MENTAL ILLNESS, MENTAL RETARDATION, PHYSICAL ILLNESS OR DISABILITY, ADVANCED AGE OR OTHER CAUSES TO THE EXTENT THAT HE LACKS SUFFICIENT UNDERSTANDING OR CAPACITY TO MAKE, COMMUNICATE, OR CARRY OUT RESPONSIBLE DECISIONS CONCERNING HIS WELL-BEING.

"LOCAL AGENCY" MEANS ANY LOCAL DEPARTMENT OF SOCIAL SERVICES IN THE COMMONWEALTH OF VIRGINIA.

"SERVICE PROGRAMS" MEANS SOCIAL SERVICES WHICH PROVIDE ASSESSMENT AND DELIVERY OF BROAD SERVICES WHICH INCLUDE INTAKE SERVICES, ADULT SERVICES, child

day care services, PREVENTION AND SUPPORT SERVICES FOR FAMILIES, ADULT PROTECTIVE SERVICES, CHILD PROTECTIVE SERVICES, FOSTER CARE AND ADOPTION SERVICES, AND EMPLOYMENT SERVICES TO MEET FAMILY NEEDS.

"SOCIAL SERVICES" MEANS TEMPORARY ASSISTANCE PROGRAMS AND family SERVICES PROGRAMS.

"STATE BOARD" MEANS THE VIRGINIA BOARD OF SOCIAL SERVICES.

"TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF)" means the assistance programs administered by the Department of Social Services in compliance with Titles IV-A and IV-F of the United States Social Security Act and related federal regulations. All references in the Code of Virginia to "Aid to Dependent Children" and "AFDC" shall mean "Temporary Assistance to Needy Families" and "TANF."

2) PHILOSOPHY

- a) THE PHILOSOPHY OF SOCIAL SERVICE PRACTICE OF THE DEPARTMENT AND LOCAL AGENCIES SHALL BE FAMILY-BASED, AS FOLLOWS:

THE FAMILY IS AND SHOULD CONTINUE TO BE THE CENTRAL STRUCTURE AROUND WHICH A CARING AND SELF-SUFFICIENT SOCIETY MUST BE BUILT. THE FAMILY IS THE BEST ENVIRONMENT FOR RAISING CHILDREN AND CARING FOR VULNERABLE MEMBERS. ACCORDINGLY, THE FAMILY MUST BE ABLE TO PROVIDE THE NECESSARY NURTURE, PROTECTION, SHELTER, AND EDUCATION FOR ITS MEMBERS.

This family-based philosophy recognizes and values the profound effect the family has and will continue to have on its members and requires that all service activity with individual adults, couples, and/or children recognize and address the influence of the family on its members.

- b) WHEN INTERVENTION INTO A FAMILY'S LIFE BY A LOCAL AGENCY IS NECESSARY, THE FOLLOWING BELIEFS SHALL DIRECT THAT INTERVENTION:

- (1) THE FAMILY IS TO BE THE BASIC UNIT FOR SOCIAL SERVICE DELIVERY.

While the initial contact with a family may be with one member, that member must be viewed in context with that member's family. Case work needs to consider the strengths and needs of

the family. Therefore, a case should be established for the family when it is in the best interests of the family unit to do so.

- (2) SOCIAL SERVICES SHOULD BE DELIVERED AS PART OF A TOTAL SYSTEM, WITH COOPERATION AND COORDINATION OCCURRING AMONG ADMINISTRATION, TEMPORARY ASSISTANCE SERVICES AND Family SERVICES PROGRAMS.

Each program and service within a local agency must support the family. Staff throughout the local agency and the community must work cooperatively together to coordinate service delivery.

- (3) EVERY REASONABLE EFFORT SHOULD BE MADE TO MAINTAIN THE FAMILY AS A FUNCTIONING UNIT AND TO PREVENT ITS BREAKUP.

Whenever possible the goal must be to preserve the family and its integrity. All activity, regardless of agency division or program, should strengthen and support the family. This includes the identification and referrals of families at risk of breakup as well as the provision of necessary services.

- (4) ADULTS AND CHILDREN SHOULD BE PROTECTED FROM SERIOUS HARM AND TO DO SO MAY NECESSITATE TEMPORARY OR PERMANENT SEPARATION FROM CERTAIN FAMILY MEMBERS.

While reasonable efforts to prevent family breakup are essential, the local agency has a responsibility to assess the risk for vulnerable adults and children if the family unit is maintained. When serious harm is likely to occur, separation of certain family members may become necessary.

- (5) THE WORKER/FAMILY RELATIONSHIP IS A PRIMARY VEHICLE FOR CHANGE.

Family contacts, in and of themselves, should be viewed as opportunities to promote family change. Whether in temporary assistance or family service programs, the worker/family contact influences the family. Positive influences can result from a hopeful perspective and a successful experience. Each customer contact is an opportunity for a worker to influence how a customer thinks about his or her capabilities to achieve goals. Coordination of multiple services and agency staff contacts is necessary for each to be able to reinforce a common goal.

- (6) POSITIVE CHANGE IS POSSIBLE.

Approaching a customer/family with a genuine belief that change is possible provides the best opportunity for the customer/family to be successful. To do otherwise, the best program or service can be quickly undermined. During each contact, the worker must search for opportunities to reinforce customer/family self-sufficiency, keeping in mind that the customer/family often enters the system at his/her/its weakest moment.

- (7) **THE MOST EFFECTIVE WAY TO ADDRESS A FAMILY'S NEEDS IS TO RECOGNIZE AND SUPPORT ITS STRENGTHS AND ENHANCE ITS INTEGRITY AND SELF-ESTEEM.**

Often a customer/family will view only his/her/its weaknesses. It is a worker's responsibility to help the customer/family identify strengths and capabilities. When a customer/family feels he/she/it has failed, it is difficult to approach problem-solving successfully. The worker can help the customer/family recognize strengths and successes. Thus the worker can help the customer/family by empowering the customer/family to solve a problem and to promote self-sufficiency to the extent possible.

- (8) **SOCIAL SERVICES ARE SUCCESSFUL BY VIRTUE OF HOW THEY ARE PRESENTED, UNDERSTOOD, AND USED BY THE FAMILY.**

How a service is delivered is as important as what the service is. The worker can promote and influence the success by clearly describing the service(s), how it relates to the customer/family's actual life situation, and how the customer/family should use the service(s).

- (9) **SOCIAL SERVICES SHOULD EMPOWER FAMILIES TO FUNCTION INDEPENDENTLY OF THE SOCIAL SERVICE SYSTEM.**

Services should be delivered only as long as necessary. The goal is to help families through coordinated services to become self-sufficient.

- (10) **SOCIAL SERVICES SHOULD PRESERVE AND PROTECT, WHENEVER APPROPRIATE, EACH INDIVIDUAL'S RIGHTS TO SELF DETERMINATION.**

The customer/family should be encouraged to participate in decisions concerning his/her/their lives and understand why particular interventions are used. Whenever possible, the customer/family must be presented with choices and options.

b. Family Services Program

The Family-Based Social Services State Board policy identifies the services provided through local social service agencies and the target populations of families to be served. Target populations fall in three groupings: those required/mandated to be served, those encouraged to be served to the extent funds are available, and those to be served at the option of the local agency.

1) INTAKE SERVICES

a) INTAKE SERVICES ARE DESIGNED TO PROVIDE A TIMELY, COORDINATED TRANSITION FOR THE FAMILY TO NEEDED SERVICES AND SUFFICIENT INFORMATION ON SERVICES TO ENABLE A FAMILY TO UTILIZE PERSONAL AND/OR COMMUNITY RESOURCES.

b) TARGET POPULATION REQUIRED TO BE SERVED:

ANYONE ELIGIBLE FOR MEDICAID WHO IS SEEKING ASSISTANCE IN ARRANGING FOR FAMILY PLANNING OR EARLY PERIODIC SCREENING, DIAGNOSIS, AND TREATMENT (EPSDT) FOR CHILDREN.

c) TARGET POPULATION ENCOURAGED TO BE SERVED TO THE EXTENT FUNDS ARE AVAILABLE:

ANYONE SEEKING THE SERVICES OF THE LOCAL AGENCY.

Refer to Section I, Chapter B, for more information on Intake Services.

2) ADULT SERVICES

a) ADULT SERVICES ARE DESIGNED TO ALLOW THE ADULT TO REMAIN IN THE LEAST RESTRICTIVE SETTING AND FUNCTION AS INDEPENDENTLY AS POSSIBLE BY ESTABLISHING AND/OR STRENGTHENING APPROPRIATE FAMILY AND SOCIAL SUPPORT SYSTEMS OR BY SUPPORTING THE ADULT IN SELF-DETERMINATION.

b) TARGET POPULATION REQUIRED TO BE SERVED:

(1) ANY IMPAIRED ADULT WHO IS IN NEED OF NURSING HOME PREADMISSION SCREENING or adult care residence assessment.

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- (2) AN IMPAIRED ADULT WITH LOW INCOME WHO IS IN NEED OF HOME BASED SERVICE, TO THE EXTENT FUNDS ARE AVAILABLE.
- c) TARGET POPULATION ENCOURAGED TO BE SERVED TO THE EXTENT FUNDS ARE AVAILABLE:
 - (1) ANY IMPAIRED ADULT WHO, UPON EMANCIPATION FROM A LOCAL AGENCY'S CUSTODY, IS ASSESSED TO BE IN NEED OF SERVICES.
 - (2) ANY IMPAIRED ADULT WHO IS IN NEED OF SERVICES TO PREVENT ABUSE, NEGLECT, AND/OR EXPLOITATION AND REQUESTS SERVICES.
 - (3) ANY IMPAIRED ADULT WHO IS IN NEED OF ALTERNATIVE LIVING ARRANGEMENTS TO AVOID INAPPROPRIATE INSTITUTIONALIZATION AND REQUESTS SERVICES.
 - (4) ANY IMPAIRED ADULT WHO IS IN NEED OF COMMUNITY- BASED CARE TO AVOID INAPPROPRIATE INSTITUTIONALIZATION AND REQUESTS SERVICES.
- d) TARGET POPULATION TO BE SERVED AT THE OPTION OF THE LOCAL AGENCY:

ANY FAMILY WITH NO MINOR CHILDREN IN THE HOME WHO REQUESTS SERVICES.

Refer to Section IV, Chapters A, B, C, and D for more information on Adult Services.

- 3) PREVENTION AND SUPPORT SERVICES FOR FAMILIES
 - a) PREVENTION AND SUPPORT SERVICES FOR FAMILIES ARE DESIGNED TO STRENGTHEN THE FAMILY'S ABILITY TO FUNCTION MORE EFFECTIVELY AND INDEPENDENTLY IN ORDER TO PREVENT FAMILY BREAKUP OR FAMILY VIOLENCE.
 - b) TARGET POPULATION REQUIRED TO BE SERVED:
 - (1) FAMILY WITH A CHILD WHO IS LIKELY TO ENTER FOSTER CARE UNLESS SERVICES ARE PROVIDED, AND WHO IS NOT ALREADY BEING SERVED UNDER CHILD PROTECTIVE SERVICES.

- (2) FAMILY REFERRED BY THE COURT FOR AN ADOPTIVE HOME STUDY.
 - (3) CHILD AND FAMILY WHERE A REFERRAL OR PLACEMENT HAS BEEN MADE THROUGH INTERSTATE COMPACT AND A HOME STUDY OR SUPERVISION IS REQUIRED.
 - (4) FAMILY REFERRED BY THE COURT FOR A CUSTODY STUDY OR OTHER SERVICE ORDERED BY THE COURT.
- c) TARGET POPULATION ENCOURAGED TO BE SERVED TO THE EXTENT FUNDS ARE AVAILABLE:
- (1) FAMILY RECEIVING TEMPORARY ASSISTANCE SERVICES OR WITH LOW INCOME, BASED ON THE DEPARTMENT'S ADOPTED LEVELS, WHO REQUESTS SERVICES TO ENHANCE THEIR PARENTAL CAPACITIES TO CARE FOR AND NURTURE A CHILD.
 - (2) FAMILY WITH A CHILD FORMERLY IN A LOCAL AGENCY'S CUSTODY OR FOSTER CARE PLACEMENT WHEN THE ASSESSMENT INDICATES A NEED FOR SERVICES AND SERVICES ARE REQUESTED.
- d) TARGET POPULATION TO BE SERVED AT THE OPTION OF THE LOCAL AGENCY:
- ANY FAMILY WITH MINOR CHILDREN IN THE HOME WHO REQUESTS SERVICES.

Refer to Section II, Chapter E, and Section III, Chapters D and E, for more information on Prevention and Support Services for Families.

- 4) ADULT PROTECTIVE SERVICES
- a) ADULT PROTECTIVE SERVICES ARE DESIGNED TO ESTABLISH AND/OR STRENGTHEN APPROPRIATE FAMILY AND SOCIAL SUPPORT SYSTEMS IN ORDER TO PROTECT ADULTS WHO ARE AT RISK OF ABUSE, NEGLECT, OR EXPLOITATION.
 - b) TARGET POPULATION REQUIRED TO BE SERVED:
 - (1) ANY INCAPACITATED ADULT 18 YEARS OF AGE AND OVER, AND ANY ADULT SIXTY YEARS OF AGE AND OVER ON WHOSE BEHALF A COMPLAINT OF ABUSE, NEGLECT, OR EXPLOITATION IS MADE.

- (2) ANY ADULT IDENTIFIED ABOVE WHO IS DETERMINED TO NEED ADULT PROTECTIVE SERVICES, IF THE ADULT IS WILLING TO ACCEPT SERVICES OR IF THESE SERVICES ARE ORDERED BY THE COURT.

Refer to Section IV, Chapter B, for more information on Adult Protective Services.

5) CHILD PROTECTIVE SERVICES

- a) CHILD PROTECTIVE SERVICES ARE DESIGNED TO PROTECT THE CHILD AT RISK OF ABUSE OR NEGLECT, RE-ESTABLISH A SUCCESSFUL PARENT-CHILD RELATIONSHIP, AND ALLOW THE CHILD TO REMAIN IN HIS OWN HOME WHENEVER POSSIBLE.
- b) TARGET POPULATION REQUIRED TO BE SERVED:
 - (1) ANY CHILD ON WHOSE BEHALF A COMPLAINT OF ABUSE/NEGLECT IS MADE.
 - (2) ANY CHILD, HIS SIBLINGS, AND HIS FAMILY WHERE A COMPLAINT IS DETERMINED TO BE FOUNDED AND THE CHILD REMAINS AT RISK OF ABUSE OR NEGLECT.
- c) TARGET POPULATION ENCOURAGED TO BE SERVED TO THE EXTENT FUNDS ARE AVAILABLE:

AN ABUSE/NEGLECTER, ONCE THE INVESTIGATION IS COMPLETE, WHO REQUESTS SERVICES AND IS NOT A MEMBER OF THE FAMILY UNIT.

Refer to Section III, Chapter A, for more information on Child Protective Services.

6) DOMESTIC VIOLENCE PREVENTION SERVICES

The philosophy of the Domestic Violence program at the state level is, through collaboration with domestic violence survivors and their advocates, to give every Virginian information about domestic violence and services available to victims, to fund domestic violence crisis services throughout the Commonwealth, and to encourage state level agencies to incorporate information about domestic violence into service provision.

Domestic violence programs are federal- and state-funded public or private, non-profit programs that provide services to survivors of domestic violence and their children. Local domestic violence programs provide for the safety of battered

adults and their children through the provision of emergency housing, crisis intervention, peer counseling, support, advocacy, and public awareness. Funding also provides the statewide Family Violence Hotline.

At the state level, the functions of the Domestic Violence program are to:

- < Allocate funding through a request for proposal (RFP) process to local domestic violence programs.
- < Promote interagency cooperation for service delivery, technical assistance, and data collection.
- < Promote provision of domestic violence services in unserved and underserved localities.
- < Promote public awareness of domestic violence, its prevention, and services to survivors.
- < Maintain and disseminate statistical and program information.
- < Provide information to legislature.
- < Provide technical assistance to local domestic violence programs.

7) **FOSTER CARE AND ADOPTION SERVICES**

a) **FOSTER CARE AND ADOPTION SERVICES ARE DESIGNED TO REUNITE A CHILD IN A LOCAL AGENCY'S CUSTODY WITH HIS or her OWN FAMILY OR TO ESTABLISH ANOTHER PERMANENT FAMILY FOR THE CHILD WHEN SUCCESSFUL REUNIFICATION IS NOT POSSIBLE.**

b) **TARGET POPULATION REQUIRED TO BE SERVED:**

- (1) **ANY CHILD ENTRUSTED, COMMITTED TO, or placed with THE LOCAL AGENCY'S BOARD, OR FOR WHOM AFTER-CARE SUPERVISION HAS BEEN DELEGATED BY THE COURT.**
- (2) **FAMILY OF A CHILD IN CUSTODY or placed with the local board.**
- (3) **FOSTER FAMILY WITH WHOM A CHILD IS PLACED.**
- (4) **RELATIVES OF A CHILD IN FOSTER CARE IF THE GOAL IS TO PLACE THE CHILD WITH THESE RELATIVES.**
- (5) **ADOPTIVE PARENTS OF A FOSTER CHILD IF THE GOAL IS ADOPTION BY THESE PARENTS.**

Refer to Section III, Chapters B and C, for more information on Foster Care and Adoption Services.

8) CHILD DAY CARE SERVICES

- a) Child day care services mean those activities that assist eligible families in the arrangement and/or purchase of day care for children for care. They also mean activities that promote parental choice, consumer education to help parents make informed choices about child care, activities to enhance health and safety standards established by the state, and activities that increase and enhance child care and early childhood development resources in the community.
- b) All child care funds are block granted; therefore, all services are available to the extent that funding is available.
- c) To the extent that funding is available, the following families are eligible for child day care services if they need child care and they are working, in education and/or training, or are receiving protective services:
 - (1) Families receiving TANF (Temporary Assistance to Needy Families).
 - (2) Income-eligible families.

9) AUXILIARY GRANT AND GENERAL RELIEF PROGRAMS

- a) An Auxiliary Grant (AG) is a supplement to income for recipients of Supplemental Security Income (SSI) and certain other aged, blind, or disabled individuals residing in a licensed adult care residence (ACR). This is assistance available from local departments of social services to ensure that recipients are able to maintain a standard of living which meets a basic level of need. Before an individual can receive assistance from the AG program, eligibility for the program grant must be determined by the local department of social services where the individual has residence.
- b) The General Relief (GR) program is an optional program designed to provide assistance, either maintenance or emergency, which cannot be provided through other means. The GR program is financed through state and local funding. Components of a local GR plan may include assistance for medical or dental services and burial expenses. The local GR plan is developed by the local department of social services to meet the identified needs of each jurisdiction.

10) ARRAY OF ACTIVITIES

VARIOUS ACTIVITIES MAY BE UTILIZED IN PROVIDING ANY OF THE BROAD SERVICES AND IN DEVELOPING STRATEGIES AND INTERVENTIONS WITH FAMILIES WHICH BEST MEET THE NEEDS OF

THE FAMILY. THESE INCLUDE ASSESSMENT, REFERRAL TO TEMPORARY ASSISTANCE SERVICES AND OTHER RESOURCES, SERVICE PLANNING, CASE WORK AND GROUP WORK, INTENSIVE SERVICES, EMERGENCY SHELTER AND OTHER EMERGENCY NEEDS, HOME BASED SERVICES, DAY AND RESIDENTIAL CARE, EDUCATION AND TRAINING, AND OTHER ACTIVITIES TO AID THE FAMILY.

THESE ACTIVITIES MAY BE PROVIDED DIRECTLY BY LOCAL AGENCY STAFF OR VOLUNTEERS, PURCHASED FROM APPROVED PROVIDERS, OR PROVIDED THROUGH REFERRAL TO COMMUNITY RESOURCES.

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opening a case, and activities when a new case is opened for a short time.

- 2) Eligibility must be determined as promptly as possible. The agency must notify the applicant of its decision or lack of decision promptly but no later than 45 days after application is received.
- 3) An applicant must be given the opportunity to complete a service application on the day services are requested. An application requested by mail or telephone must be mailed the same day.

will be provided. (If the disposition is unfounded and services are to be delivered, the individual must sign the Service Application).

can be done. This assessment should be done within 60 days, after which the case either should be closed or switched to an ongoing category.

b) Only persons needing the following services/components may be served on a universal access basis. At a minimum, these services must be provided by universal access:

~~(except for the purchase of child day care).~~

income by 4 and 1/3.

- a) To verify income, viewing of recent written verification is acceptable. Written verification is obtained if possible.

- b) If income fluctuates, the amount should be averaged over a period sufficient to take the fluctuations into consideration. Usually three months is sufficient; however, for farm income or seasonal employment, a year may be necessary.
- c) Accept a customer's statement (preferably in writing) that he or she has no income unless there is reason to doubt the statement.
- d) **Record income verifications on the back of the agency's copy of the service application.**

2) Family Size and Income

The family is to be the basic unit for social services delivery. Family means any individual adult or adult(s) and/or children related by blood, marriage, adoption, or an expression of kinship who function as a family unit.

For purposes of determining financial eligibility, base the family size on the number of family members in the case (see Case Composition).

Count the income from those family members as well as income received from any legally responsible adult who may not be living in the family (e.g., absent fathers).

If Support Enforcement has already determined the amount of contribution for absent responsible adults, count this amount if this is being paid. Count income from family members temporarily absent from the household for whom the family claims financial responsibility for tax purposes.

EXCEPTIONS:

- a) For a child in foster care, only the child's income is considered.
- b) For a minor requesting family planning, the parent/guardian's income is not considered for this service (see Section II, Chapter A).
- c) For a child living with non-legally responsible relatives, do not count the income of these relatives. (Parents, a step-parent living with the child, and a person cohabitating with a parent are legally responsible). Grandparents, aunts, uncles, cousins, and siblings are not legally responsible.

3) Case Composition

For purposes of setting up a case, the following families are separate cases:

a) A married or cohabiting couple is a family of two.

Child day care subsidy for income-eligible customers is based on the federal poverty level. See Volume VII, Section II, Chapter D, for more information.

personal visit, a Notice of Action or letter must be sent to acknowledge the withdrawal and protect the agency and customer from any misunderstanding.

b) How does the customer view the problem(s) and what does he/she want to do about them?

provided, resources to be used to meet the presenting or immediate problem area(s), and a statement of initial target dates.

Within sixty (60) days of the date of eligibility the service plan shall have been completed based on both immediate and long-range needs. This plan shall include service objectives, services to be provided, service related activities, resources to be used, and target dates for accomplishment. **Service plans are formulated jointly by the customer and the service worker.**

Service Plan Requirements

- a. Each open service case shall have a written service plan. The service plan documents the basis for service delivery in the case record.
- b. There is no required form for recording the service plan except for Employment Service Program cases (Section II, Chapter C). There is required content for Foster Care/Adoptions cases (Section III, Chapters B and C).
- c. Service plans may be recorded in the case narrative or on a separate agency form, but shall be captioned SERVICE PLAN. The amount of detail in plans will vary with the customer's situation. Simple requests or emergency needs can appropriately be met by a brief plan (e.g., a case opened primarily for the provision of child day care under the fee program.) More complex cases may require a comprehensive long term plan.
- d. Service plans should have the following information with headings in outline form (unless the program area has its own requirements): Goals, Objectives, Tasks, and Target Dates.

- 1) Goals

The goal(s) may be stated in general terms to reflect program policies and desired outcomes. See specific program policy chapters for any additional or specific requirements.

- 2) Objectives

Make the objectives as behaviorally specific as possible. Objectives should be updated as the customer situation changes.

Service delivery objectives must be well thought out, clearly expressed, measurable, and must address specific needs. They should reflect the customer's and the service worker's consensus regarding the desired outcome of service delivery. Objectives and services selected should be relevant to the goal.

- 3) Tasks (Services)

This section of the service plan should describe

how the objectives will be met, who will provide the services, and when the services will be provided.

- 2) More frequent contact with the customer and collateral should occur as needed and as appropriate, considering total caseload size and customer need.

16. MONITORING AND EVALUATION

Monitoring is the process by which the service worker maintains contact with the customer, support systems, and service provider(s) to ensure the efficient and effective delivery of services relating to the achievement of the stated objectives.

The monitoring function shall begin upon delivery of service(s) and will be continuous. The local agency will be responsible for the monitoring of service delivery whenever it uses a vendor or non-agency provider to offer services to a customer.

The evaluation of the service delivery should address the success or lack of success of the service plan in meeting the goals and objectives of the customer and the worker. It should show whether target dates were met or modified and why. The evaluation of service delivery should report the outcome of the service provision.

The service worker shall conduct, collaboratively with the customer, evaluation of the delivery/effectiveness of services at the time of any completion or termination of a service or at other times as deemed appropriate, not to exceed the time standards for case reviews and redetermination.

Based on the evaluative data a case is to be kept open, closed, or transferred (intra-agency) provided there is no violation of the customer's rights as stated on the Service Application.

17. CASE CLOSURE

Families should be empowered to function independently of the local agency. A case should be closed (with the exception of certain program areas) under any one or more of the following circumstances:

- a. The service plan objectives have been met.
- b. The customer requests closure and vulnerable members are no longer at risk.
- c. Services are no longer needed.
- d. A customer is no longer at risk and supportive services are not available and/or needed.

- e. The customer does not follow the mutually agreed upon service plan, the case record documents repeated attempts to carry out the plan, and the case is not a Child Protective Services case or an incompetent/incapacitated Adult Protective Services case.
- f. A minor child enters foster care and there are no other minor children in the family. A new case is opened for the child in foster care through which the parent/guardian will receive services.
- g. The customer's situation has stabilized and services are no longer available.

- h. The agency is no longer able to serve the customer and the customer is not a required target population to be served.
- i. The agency is not able to maintain contact with the customer at least every three months without documented reasons related to the customer's whereabouts. (Exception: some Foster Care/Adoption and Employment Service Program cases).
- j. **The time limit expires in a specific program.**
- k. The customer leaves the agency's jurisdiction (except for Foster Care and Adoptions).
- l. **The customer is no longer eligible due to excess income.**

18. CHANGE OF JURISDICTION

- a. When a customer without special needs (see d. below) moves to a new jurisdiction, with the intention of residing there, the case in the original jurisdiction is closed. Application in the new jurisdiction is the responsibility of the customer and a copy of the case record is sent to the new agency only upon customer request or request by the new agency.

EXCEPTION: If an Employment Service Program registrant moves, the record maintained by the Employment Services Worker is sent to the new agency. If, however, it appears that the customer will be eligible in the new area and will continue to need services, the two agencies should cooperate to prevent an interruption of services. For example, an employed mother, receiving day care for a child, might move across the county line while continuing at the same job and continuing to need day care.

- b. If the move is temporary, the original jurisdiction keeps the case and, depending on the distance, provides any needed services or requests the new jurisdiction to assist. Service payments are the responsibility of the original jurisdiction in this situation.
- c. Policy regarding the use of the Notice of Action form must be observed.
- d. For moves in Child Protective Services (Section III, Chapter A) and Foster Care and Adoptions (Section III, Chapters B and C), see these respective chapters. Moves for adults entering nursing facilities or adult care residences are covered in Section IV, Chapter D, Long-term Care Services.

19. THE CASE RECORD

The case record provides documentation of service delivery and work performed for the customer.

The case record must contain certain forms, be organized in a

specific way (see b. below), and include a narrative. The narrative will document that the worker has met the minimum requirements concerning frequency of case contact and has closed

Services, which requires separate entries in the investigation narrative and at other times). List the dates, types of contacts and who was contacted with summaries. Type or legibly handwrite the narrative in ink.

The Contact Sheet (032-02-078/2) may be used for a record of contacts. The Employment Services Program has its own Contact Sheet (032-02-078/4).

d. **Retention of Records**

For information on retention of records see applicable program chapters, such as Child Protective Services, Foster Care and Adoptions. If no guidance is given, closed records may be destroyed after three years if an audit has been performed, or after five years if no audit has been performed.

income. If you give incorrect information you could be prosecuted under the law. You must notify the agency within 10 days of any changes which could affect your eligibility for services.

STATE MEDIAN INCOME CHART

- conditions that preclude its use for current living costs.
17. Home produce used for household consumption.

18. Earnings received by any youth under the Youth Employment Demonstration Program of the Comprehensive Employment and Training Act of 1973 (CETA).
19. Payment to VISTA volunteers.
20. Payment to vendors for services to recipients. These are not to be considered income for the recipient.
21. Garnisheed wages.
22. The portion of income paid for child support - if being paid, whether court-ordered or not. Count the payment as income for the person receiving it.
23. Do court income from Social Security; do not court income from SSI.

VOLUME VII
SECTION I

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1. LEGAL BASE

The legal base for this chapter is the *Code of Virginia*, Sections [63.2-102](#) and [63.2-104](#).

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Virginia law provides that all records and statistical registries of the Virginia Department of Social Services and of the local boards and other information, which records, registries and information pertain to assistance and services provided any individual shall be confidential and shall not be disclosed except to persons having a legitimate interest in information contained in social services records.

2. VIRGINIA FREEDOM OF INFORMATION ACT

The Virginia Freedom of Information Act ([Code of Virginia, Title 2.2, Chapter 37, Sections 2.2-3700 to 2.2-3714](#)) ensures the people of the Commonwealth ready access to records in the custody of public officials and free entry to meetings of public bodies wherein the business of the people is being conducted. The affairs of government are not intended to be conducted in an atmosphere of secrecy since at all times the public is to be the beneficiary of any action taken at any level of government. An Attorney's General's opinion of May 30, 1973, states that this act does not apply to case records maintained by local departments of social services. All case records remain confidential.

Deleted: (Title 2.1, Chapter 21, Section 2.1-340.1 to 2.1-346.1, *Code of Virginia*)

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Even though a person requests information pursuant to the Virginia Freedom of Information Act, local departments are not required to disclose information, but must:

- ? provide a written explanation of why the requested records are not available;
- ? cite Section [63.2-102](#) and/or Section [63.2-104](#) of the *Code of Virginia*;
- ? cite appropriate privacy regulations; and
- ? respond to the request within 14 calendar days of the request.

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3. INTRA-DEPARTMENT DISCLOSURES

Local social services boards are mandated to furnish to the Commissioner, the Director of the Virginia Department for the Visually Handicapped, and the governing bodies of their counties or cities such reports relating to the administration of the social services programs as the Commissioner, the Director, and such governing body may require. In addition, local department of social services boards shall allow the Commissioner, the Director of the Virginia Department for the Visually Handicapped, and duly authorized agents and employees of each, to have access at all times to the records of the local boards relating to the appropriation, expenditure, and distribution of funds for, and other matters concerning assistance and services provided pursuant to the public assistance programs.

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These statutory provisions permit the exchange of information among local departments, boards, and governing bodies in accordance with their responsibilities to administer the local public assistance programs. Any information provided the local governing body must not identify by name or address any applicant/recipient of services. Individual case records or any other information identifying an applicant/recipient must not be disclosed to the local governing body (Sections [63.2-315](#) and [63.2-102](#), *Code of Virginia*; see also Department of Social Services Administrative Manual, Volume 1, Chapter A).

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Information may be exchanged between eligibility and service workers in local departments in pursuance of their official duties. Under no circumstances shall a service worker withhold

information from the eligibility staff that may affect the recipient's eligibility for assistance and/or the outcome of a child protective services investigation.

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Assigned CASA (court-appointed special advocate) workers, who are utilized for children who are before the court with abuse/neglect issues, also are permitted access to the complete record.

4. INTER-DEPARTMENT DISCLOSURES

Local departments may furnish information regarding customers to other local social service agencies without a release from the customer when the disclosure is for purposes directly related to the administration of the programs.

5. VIRGINIA PRIVACY PROTECTION ACT

The Government Data Collection and Dissemination Practices Act (Code of Virginia, Title 2.2, Chapter 38, Sections 2.2-3800 to 2.2-3809), formerly the Virginia Privacy Protection Act ensures safeguards for personal privacy by record keeping agencies. The following principles of information practice have been established to ensure safeguards for personal privacy (Section 2.2-3800).

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Principles for Disclosure

- ? There shall be no personal information system whose existence is secret.
- ? Information shall not be collected unless the need for it has been clearly established in advance.
- ? Information shall be appropriate and relevant to the purpose for which it has been collected.
- ? Information shall not be obtained by fraudulent or unfair means.
- ? Information shall not be used unless it is accurate and current.
- ? There shall be a prescribed procedure for an individual to learn the purpose for which information has been recorded and particulars about its use and dissemination.
- ? There shall be a clearly prescribed and uncomplicated procedure for an individual to correct, erase or amend inaccurate, obsolete or irrelevant information.
- ? Any agency holding personal information shall assure its reliability and take precautions to prevent its misuse.
- ? There shall be a clearly prescribed procedure to prevent personal information collected for one purpose from being used for another purpose.
- ? The Commonwealth or any agency or political subdivision thereof shall not collect personal information except as explicitly or implicitly authorized by law.

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6.DISCLOSURE TO OUTSIDE SOURCES/OBTAINING INFORMATION FROM OUTSIDE SOURCES

With certain exceptions found in the individual service program policy chapters, the customer or his or her legal authorized representative, must give written permission before information concerning the customer may be given to an individual or agency or obtained from other sources. The confidentiality form shown in Appendix A may be used to obtain or disclose information at the request of the customer.

The Consent to Exchange Information form (see Appendix A) is recommended for use when several agencies are involved in providing services to the same family or individual. The use of this form does not change any state or federal laws regarding confidentiality or supersede current program policy regarding the type of information that may be released. Under a memorandum of understanding, all human services agencies are mandated to accept a properly completed Consent to Exchange Information form without requiring the customer to complete another release form.

For children in foster care, local agencies must share records with the court-appointed guardian ad litem or the court-appointed special advocate (CASA).

7.DISCLOSURE TO THE CUSTOMER

a. Access Rules

Customers, guardians, guardians ad litem, and the customers' authorized representatives shall be accorded access to all eligibility and service material contained in local department of social services files except for mental records under certain conditions. A customer's representative is anyone designated to act in the customer's interest. The customer or representative shall be required to furnish proper identification. A proper release of information, including those not required to be notarized, must be obtained.

The social worker must verify the representative's authorization either by viewing a guardian certification, court order, notarized statement from the customer, or by speaking directly to the customer. The "confidentiality/permission to contact" section on the service application may also be used.

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Under the Virginia Freedom of Information Act, medical records can be personally reviewed by the customer or a physician of that customer's choice who is acting as his or her designated representative.

Assigned CASA (court-appointed special advocate) workers, who are utilized for children who are before the court with abuse/neglect issues, also are permitted access to the complete record.

b. Exceptions

An exception to the customer's right to see his or her own records is in the case of mental records, including psychiatric and psychological examination reports. These records may not be personally reviewed by the customer when the treating physician has made a written statement that, in his or her opinion, a review of such records by the customer would be injurious to the customer's physical or mental health or well-being.

However, if there is to be a fair hearing involving in any way the mental condition of any person applying for or receiving temporary assistance services, that person and his or her representatives shall be given adequate opportunity, at a reasonable time before the date of the hearing, as well as during the hearing, to examine the entire contents of the case file including any medical or mental reports or other medical or mental information obtained by the local department of social services (regardless of the consent or lack of consent by the physician or organization which supplied the information to the local department of social services). See also Volume I, Chapter A.

Another exception to the customer's right to view his or her records is in the case of home studies. These are the property of the court for which they are completed and cannot be released directly to the customer.

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c. Distribution of Information

Customers or their representatives shall be accorded access to information contained in local department records during normal business hours if the customer or representative appears in person with proper identification. Disclosure may be made by mail if the customer or representative makes a written request and presents sufficient identifying information that corresponds to that in the local department's records. Copies of the documents containing the information sought shall be furnished to the customer or representative at a reasonable standard charge, if any, for document search and duplication.

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d. Explanation

Customers have the right to request an explanation of any information concerning them that is contained in local department records and to challenge and have corrected, where appropriate, inaccurate information contained in local department records. If a customer requests, orally or in writing, an explanation, or challenges the accuracy of information, the local department shall undertake an investigation of the circumstances and document its findings. If, after such investigation, the information is found to be incomplete, inaccurate, not pertinent, not timely, nor necessary to be retained, it shall be promptly corrected or purged. All prior recipients of the information shall be notified by the local department that the information has been corrected or purged. Receipt of notice of correction or purging by prior recipients shall be verified by a notation in the customer's record, identifying the recipient of the notice and the date thereof, or by retention of a registered mail return receipt in the customer's record.

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e. Customer Statement

If, after an investigation and documentation of findings, the customer is not satisfied with the local department's determination, the customer shall be advised that he or she may file a statement of not more than 200 words setting forth his or her position concerning the information in dispute. This statement shall be made a permanent part of the customer's record and any subsequent dissemination or use of the information in dispute shall be accompanied by a copy of the customer's written statement and a notation that the accuracy of the information supplied is disputed by the customer. All prior recipients of the information in dispute shall be supplied a copy of the customer's statement accompanied by a notation that the accuracy of the information is disputed by the

customer. Receipt of a copy of the customer's statement by prior recipients shall be verified.

f. Informing Customer

Whenever a customer requests an explanation of or challenges the accuracy of information contained in local department records, he or she shall be fully informed of the above noted procedure.

The worker should be aware of the customer's right to privacy and should limit information to that which is essential in determining eligibility and providing services. Unless privacy or policy regulations require collateral investigation and collection of information, all information needed should be secured from the customer whenever possible.

In order to ensure that a customer understands his or her rights, the worker shall read and discuss the consent forms with a customer upon initial contact and at subsequent times when appropriate.

8. JUDICIAL PROCEEDINGS

In the event a subpoena is issued for a case record or for any department representative to testify in connection with an investigation or proceeding not directly related to the administration of a public assistance program, the local superintendent/director shall immediately notify the local government attorney representing the department or the Assistant Attorney General. When appearing in court, the department representative who is subpoenaed to testify or submit records shall advise the court of the federal and state laws and regulations pertaining to confidentiality and request that the court not require disclosure. If the court orders that information or records be disclosed, the department representative must comply with the order.

See Volume VII, Sections III and IV for judicial proceedings related to Child Protective Services, Foster Care, Adoptions, and Programs for Adults.

9. SANCTIONS

a. Unlawful Use of Information

It is unlawful for any person, firm, corporation, or association, to use any name or list of names obtained directly or indirectly through access to social service records for commercial or political purposes, or to divulge the name of any child receiving public assistance. Any person violating these provisions shall be guilty of a misdemeanor and shall be punished accordingly (see Volume I, Chapter A).

b. Unlawful Disclosure

Any person who wilfully discloses information concerning applicants and recipients of assistance or services for purposes other than those directly connected with the administration of assistance or services otherwise than is authorized by [63.2-102](#) shall be guilty of a misdemeanor and, upon conviction, shall be punished accordingly (Section [63.2-104](#) of the *Code of Virginia*).

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If at any time, the social worker has any concerns about releasing confidential information, he or she should contact the local department's legal representative or the appropriate regional program coordinator for assistance and consultation.

APPENDIX A

CONFIDENTIALITY FORMS:

CONSENT TO EXCHANGE INFORMATION FORM

**INTERAGENCY CONSENT TO RELEASE CONFIDENTIAL INFORMATION FOR
ALCOHOL OR DRUG PATIENTS**

DISCLOSURE LOG

CONSENT TO EXCHANGE INFORMATION

I understand that different agencies provide different services and benefits. Each agency must have specific information to provide services and benefits. By signing this form, I allow agencies to exchange certain information so it will be easier for them to work together effectively to provide or coordinate these services or benefits.

I, _____, am signing this form for
 (FULL PRINTED NAME OF CONSENTING PERSON OR PERSONS)

 (FULL PRINTED NAME OF CLIENT)

 (CLIENT'S ADDRESS)

 (CLIENT'S BIRTHDATE)

 (CLIENT'S SSN - OPTIONAL)

My relationship to the client is: Self Parent Power-of-Attorney Guardian
 Other Legally Authorized Representative

I want the following confidential information (except drug or alcohol abuse diagnoses or treatment information) about the client to be exchanged:

<i>Yes No</i>	<i>Yes No</i>	<i>Yes No</i>
<input type="checkbox"/> <input type="checkbox"/> Assessment Information	<input type="checkbox"/> <input type="checkbox"/> Medical Diagnosis	<input type="checkbox"/> <input type="checkbox"/> Educational Records
<input type="checkbox"/> <input type="checkbox"/> Financial Information	<input type="checkbox"/> <input type="checkbox"/> Mental Health Diagnosis	<input type="checkbox"/> <input type="checkbox"/> Psychiatric Records
<input type="checkbox"/> <input type="checkbox"/> Benefits/Services Needed, Planned, and/or Received	<input type="checkbox"/> <input type="checkbox"/> Medical Records	<input type="checkbox"/> <input type="checkbox"/> Criminal Justice Records
<input type="checkbox"/> <input type="checkbox"/> All of the Above	<input type="checkbox"/> <input type="checkbox"/> Psychological Records	<input type="checkbox"/> <input type="checkbox"/> Employment Records
	<input type="checkbox"/> <input type="checkbox"/> Other:	<input type="checkbox"/> <input type="checkbox"/> Other:

I want _____
 (NAME AND ADDRESS OF REFERRING AGENCY AND STAFF CONTACT PERSON)

and the following other agencies to be able to exchange this information:

<i>Yes No</i>	<i>Yes No</i>	<i>Yes No</i>
<input type="checkbox"/> <input type="checkbox"/> Nursing Facilities	<input type="checkbox"/> <input type="checkbox"/> Area Agencies on Aging	<input type="checkbox"/> <input type="checkbox"/> Community Services Board
<input type="checkbox"/> <input type="checkbox"/> Home Health Agencies	<input type="checkbox"/> <input type="checkbox"/> DMHMRSAS	<input type="checkbox"/> <input type="checkbox"/> Hospice
<input type="checkbox"/> <input type="checkbox"/> Local Health Department	<input type="checkbox"/> <input type="checkbox"/> Physicians	<input type="checkbox"/> <input type="checkbox"/> Hospitals
<input type="checkbox"/> <input type="checkbox"/> Dept. of Medical Assistance	<input type="checkbox"/> <input type="checkbox"/> Other:	<input type="checkbox"/> <input type="checkbox"/> Other:

I want this information to be exchanged ONLY for the following purpose(s):

Service Coordination and Treatment Planning Eligibility Determination Other:

I want this information to be shared by the following means: (check all that apply)

Written Information In Meetings or By Phone Computerized Data Fax Release

I want to share additional information received after this consent is signed: Yes No

This consent is good until: My service case is closed. Other: _____

CONSENT TO EXCHANGE INFORMATION : SIDE 2

DECLARATION OF CONSENT

I can withdraw this consent at any time by telling the referring agency. This will stop the listed agencies from sharing information after they know my consent has been withdrawn. I have the right to know what information about me has been shared, and why, when, and with whom it was shared. If I ask, each agency will show me this information. I want all the agencies to accept a copy of this form as a valid consent to share information.

If I do not sign this form, information will not be shared and I will have to contact each agency individually to give information about me that is needed.

Signature(s): _____ Date: _____
(CONSENTING PERSON OR PERSONS)

Person Explaining Form: _____
(Name) (Title) (Phone Number)

Witness *(If Required)*: _____
(Signature) (Address) (Phone Number)

Full Printed Name of Client: _____

FOR AGENCY USE ONLY

CONSENT HAS BEEN:

- ? Revoked in entirety
- ? Partially revoked as follows:

NOTIFICATION THAT CONSENT WAS REVOKED WAS BY:

- ? Letter (Attach Copy) ? Telephone ? In Person

DATE REQUEST RECEIVED: _____

AGENCY REPRESENTATIVE RECEIVING REQUEST:

(AGENCY REPRESENTATIVES FULL NAME AND TITLE)

(AGENCY ADDRESS AND TELEPHONE NUMBER)

Instructions for Completing the Consent to Exchange Information Form

PURPOSE - The "Consent to Exchange Information" form is designed for use by agencies that work together to jointly provide or coordinate services for individuals with complex needs. It also can be used to assist agencies to obtain information needed from other agencies to determine an individual's eligibility for services or benefits.

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Agencies may use this form in lieu of forms that are currently used and receive the same legal protections. The only exception involves drug and alcohol patient records which are governed by federal regulations.

This form DOES NOT change existing state or federal laws or program - specific regulations under which agencies operate. This form DOES NOT replace all other departmental forms designed for one-time, one-way releases of information. See individual program chapters for information and instructions on completing program-specific confidentiality forms.

This form should be viewed as the end product of a discussion between the worker and the customer or the customer's authorized representative which documents the customer's decision on when and what type of information can be released or obtained. This form should NOT BE USED with a customer who does not comprehend the purpose and substance of the Consent Form.

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WHEN PROPERLY EXECUTED, THIS IS A LEGALLY VALID DOCUMENT FOR EXCHANGING CUSTOMER INFORMATION. TO BE PROPERLY EXECUTED ALL STATEMENTS MUST BE COMPLETED WITH THE APPROPRIATE INFORMATION AND/OR BY CHECKING THE APPROPRIATE YES OR NO BOX.

CONSENTING PERSON OR PERSONS - Enter the name of the person/persons authorizing the exchange of information.

NAME OF CLIENT - Enter the name of the customer about whom the information will be shared.

CLIENT'S ADDRESS, BIRTHDATE, SOCIAL SECURITY NUMBER (SSN) - Enter the customer's name, address, and social security number (SSN). *NOTE: Section 2.1-385 of the Code of Virginia makes it unlawful to require a customer's social security number unless a specific law allows the agency to require it.*

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RELATIONSHIP TO CUSTOMER - Check the consenting person's relationship to the customer.

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INFORMATION TO EXCHANGE - Check the appropriate box next to the information the customer wishes to exchange among the listed agencies. If necessary, write in any other information the customer wishes to exchange. *NOTE: If the customer wishes to limit some of the information to be exchanged, the limitations must be recorded on the back of the form.*

REFERRING AGENCY AND STAFF CONTACT PERSON - Enter the name and address of the agency that initiates the completion of the form. The staff contact person is the name of the staff person who discussed/explained the use of the form with the customer and, if appropriate, assisted the customer in completing the form.

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SHARING AGENCIES - Enter the name of the agencies with which the information will be exchanged. If more space is needed, additional agencies can be listed on the back of the form. The consenting person(s) must place his or her signature or initials beside the name(s) of each listed agency.

MORE AGENCIES LISTED - Check the appropriate box if more agencies were listed on the back of the form.

PURPOSE OF EXCHANGE - Check the appropriate box(es) or enter the purpose for other reasons in the space available.

HOW THE INFORMATION IS EXCHANGED - Check all appropriate boxes.

SHARING OF NEW INFORMATION - The customer can limit the exchange of information contained in the record as of the date of the consent by checking the NO box. Current and new information can be exchanged by checking the YES box.

The referring agency should notify the listed agencies that they are parties to the CONSENT TO EXCHANGE INFORMATION. This notification can be by telephone or written correspondence. This notification must be recorded in the customer's record.

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If the referring agency wants to obtain information from the listed agencies, it must provide a copy of the signed consent form. The copy may be mailed or faxed.

EXPIRATION - The length of time the consent is valid should bear a relationship to the customer's participation in a project, service plan or treatment plan, and should be the customer's choice. The consent form may NOT be valid "forever", "indefinitely" or for extremely long periods of time. Unless the customer specifies a particular date or circumstances, acceptable length of time would be "until placement" or "until my case is closed".

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SIGNATURES - The consenting person(s) must sign and date the form. A copy of the signed consent form must be given to the consenting person(s). If the customer is illiterate and/or does not speak English, the customer will put his or her mark (i.e., initials, an "X") in the signature space, and the person explaining the form will sign in the space indicated.

The staff person explaining the form to the consenting person(s) must sign the form and enter identifying information and a telephone number.

If the agency procedures require a witness to a consenting person's mark, space is provided. The witness must observe the consenting person's signature or place a mark on the form.

REVOCAION OF CONSENT - The consent to exchange information will expire on the date or circumstances agreed to by the consenting person(s). The consenting person(s) may revoke all or part of the consent at anytime prior to the expiration. This revocation can be done by telephone, in writing, or in person. This notification to revoke must be documented on the back of the agency form by checking the appropriate boxes and entering the applicable information.

NOTIFICATION OF REVOCATION - All listed agencies must be notified in writing of the customer's revocation of his or her consent, either entirely or partially. Notification must be recorded in the case record.

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RENEWING OR AMENDING THE CONSENT FORM - The referring agency can renew or amend the original consent form by having the consenting person(s) sign and date beside the amendment(s) on the original form. A copy of the amended form must be given to the consenting person(s) and an amended copy must be sent to all listed agencies.

**INTERAGENCY CONSENT TO RELEASE CONFIDENTIAL INFORMATION
FOR ALCOHOL OR DRUG PATIENTS**

I, _____, of _____
(Name of patient/client) *(Patient/client's address)*

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authorize _____ to disclose to _____
(Custodian of information)

(Name, title, and organization to whom disclosure is to be made)

the following information: _____
(Specific information to be disclosed)

for the following purpose(s): _____
(Reason for disclosure)

I understand that my records are protected under Federal and State confidentiality laws and regulations and cannot be disclosed without my written consent unless otherwise provided for the laws and regulations. I also understand that I may revoke (or cancel) this consent at any time, except to the extent that action has been taken in reliance on it, and that in any event this consent automatically expires as described below:

(Date, event, or condition upon which this consent will expire)

I further acknowledge that the information to be released was fully explained to me and that this consent is given of my own free will.

Executed this, the _____ day of _____,

This consent ? includes ? does not include information placed on my records after the above date.

(Signature of patient/client)

(Signature of parent/guardian, where required)

(Signature of person authorized to sign in lieu of parent)

NOTE WHERE INFORMATION ACCOMPANIES THIS DISCLOSURE FORM: This information has been disclosed to you from records protected by Federal Confidentiality of Alcohol or Drug Abuse Patient Records rules (42 CFR part 2.) The Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

Instructions for Preparing the Interagency Consent to Release Confidential Information for Alcohol or Drug Patients

PURPOSE - This form is used in lieu of the "Consent to Exchange Information" form when sending or requesting information from a substance abuse program.

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A substance abuse program is an entity that receives federal funds of any type that is providing one or more of the following:

- < Diagnosis
- < Treatment
- < Referral for Treatment of Substance Abuse

Only substance abuse programs meeting this definition are governed by federal regulations.

Substance abuse programs covered by federal regulations may release information which identifies a person as a substance abuser, as a general rule only when:

- < The person has consented to the release of information by signing the special form.
- < A medical emergency exists and the information is being released to medical personnel.
- < The court authorizes release.

Instructions for Preparing the Disclosure Log

PURPOSE - To ensure compliance with the requirements of the Virginia Privacy Protection Act. Each time information is disclosed by any of the listed agencies, staff of the disclosing agency must enter the following information in the customer's record:

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1. Name of the agency and the name, title, and telephone number of the individual receiving the information.
2. Type and source of the information disclosed.
3. Reason or purpose for the disclosure.
4. Date that the information was disclosed.

This requirement can be met by either using the disclosure log or by following the agency's current disclosure policy.

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CUSTOMER NAME - Enter the name, address, birthdate, and social security number (SSN) (optional) of the customer about whom the information is disclosed.

LOG INFORMATION - Enter the information required in the appropriate box(es).

**APPENDIX B: INDEX OF STATE AND FEDERAL
CONFIDENTIALITY STATUTES**

A. Selected Statutes in the Code of Virginia Containing Confidentiality and Related Provisions

General Provisions

Freedom of Information Act -- [Title 2.2, Chapter 37, 2.2-3700 to 2.2-3714](#)

[Government Data Collection and Dissemination Practices Act – Title 2.2, Chapter 38, 2.2-3800 to 2.2-3809 \(formerly the Virginia Privacy Protection Act\)](#)

Social Security Numbers -- [Title 2.2, Chapter 38, 2.2-3808](#)

Virginia Public Records Act -- Title 42.1, Chapter 7, 42.1-78

Deleted: Title 2.1, Chapter 21, 2.1-340.1 to 2.1-346.1

Deleted: – Title 2.1, Chapter 26, 2.1-377 to 2.1-386

Deleted: Title 2.1, Chapter 26, 2.1-385

Aging: ?? [2.2-705 to 2.2-707](#) (Ombudsman Program)

Deleted: 2.1-373.1 and 2.1-373.2

Corrections: ? 53.1-40.10 (Medical/Mental Health Information)

Courts:

? 16.1-303 (Court Reports)

? 16.1-305 (Juvenile Court Records)

? 16.1-307 (Circuit Court Records)

? 16.1-309 (Penalties for Unauthorized Disclosure)

Education:

? 22.1-287 (Pupil Records)

? 22.1-287.1 (Directory Information)

? 22.1-288 (Information to Other Schools)

? 22.1-289 (Transfer of Cumulative Records)

Financial: ? 58.1-3 and 58.1-3.1 (Tax Information)

Health:

? 32.1-36.1 (HIV Test Results)

? 32.1-40 (Inspection of Medical Records)

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?? 32.1-70 and 32.1-71 (Cancer Registry)

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?? [32.1-116.1:1, and 32.1-116.3 \(Emergency Medical Care\)](#)

? [32.1-138\(A\) \(Nursing Homes\)](#)

? 32.1-264 (Abortion)

? 32.1-271 (Vital Records)

Deleted: 32.1-71.4 (Alzheimers Registry)

Deleted: 32.1-112(A)(11).

Deleted: , 32.1-116.1:2,

Deleted: (8)

Health Professions:

- ? 54.1-108 (Official Records)
- ? 32.1-37.1 (Funeral Services; Infectious Diseases)
- ? 54.1-2910 (Investigative Information)
- ? 54.1-2968 (Information on Handicaps)
- ? 54.1-3406 (Drug Control Act)

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Law Enforcement:

- ? 16.1-299 (Juvenile Fingerprints and Photographs)
- ? 16.1-301 (Juvenile Records in General)
- ? 19.2-368.6 (Crime Victims)
- ?? 19.2-387 through 19.2-392 (Central Criminal Records Exchange)
- ? 52-8.3 (Criminal Investigative Records)

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Medical Assistance Services: ?? 32.1-325.3 AND 32.1-325.4 (Medicaid)

Mental Health, Mental Retardation and Substance Abuse Services:

- ? 37.1-84.1 (Clients of Operated, Funded and Licensed Programs)
- ? 37.1-225 through 233 (Third-Party Payors)

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Rehabilitative Services:

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- ? 63.2-1246 (Adoptions)
- ?? 63.2-1503 and 63.2-1515 (Child Protective Services; Abuse / Neglect)
- ? 63.2-1906, 63.2-1949, 63.2-1919, and 63.2-103 (Child Support)

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Deleted: 63.1-248.6(H)

Deleted: 63.1-248.8

Deleted: 63.1-274.3 through 63.1-274.6

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Deleted: ?

Visually Handicapped: ? 51.5-69 (Register of the Blind)

Workers' Compensation: ? 65.2-903 (Commission Records)

Youth and Family Services: ? 16.1-300 (Committee Youth)

B. Selected Federal Law Containing Confidentiality and Related Provisions

General Provisions: Federal Freedom of Information Act, 5 USC ?? 552, et seq.; Federal Privacy Act, 5 USC ?552(a).

Education: Family Educational Rights and Privacy Act of 1974 (FERPA), 20 USC ? 1232(g); 34 CFR 98; 34 CFR 99; and 34 CFR 300, et seq. (all of these are various regulations dealing with confidentiality of student records, special education and non-special education, research and testing)

Deleted: ?

Health: 42 CFR 2(a) Human Research Confidentiality

Medical Assistance Services: Medicaid: 42 USC ? 1396a(a)(7) and 42 CFR ?? 300-307 and 431. Medicare: 42 CFR ? 401.

DMHMRSAS: Alcohol and Drug Records Confidentiality: 42 USC ?? 290(dd) and 290(ee); 42 CFR ? 2.1 et seq.

Visually Handicapped: 41 CFR ?51-8 (Privacy Rules)

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SECTION I**

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1. LEGAL BASE

The Purchase of Services (POS) system provides a process by which Local Departments of Social Services (LDSS) are able to purchase social services for eligible customers. Under this system, LDSS may purchase social services from approved community resources, called vendors or providers.

2. DEFINITIONS

The following terminology is used in the POS system and in this manual chapter:

a. Administrative Support Services

Noncustomer-specific services that are being provided by a contractor to the LDSS.

b. Agreement for Purchase of Services (APOS)

A basic purchase of service agreement that describes the terms by which services are purchased by the agency from a vendor.

c. Agency-Approved Vendor

A vendor whose services are approved by the LDSS.

d. Buyer

A term used in an Agreement for Purchase of Services and Administrative Support Agreement. In both the Agreement for Purchase of Services and the Administrative Support Agreement, the Buyer is the LDSS.

e. Certification of Expenditure

An invoicing technique that may be used by donors of funds who are also vendors. The vendor using certification of expenditure submits an invoice to the buyer showing the total cost of services provided. The vendor deducts the necessary portion for the donation from the total cost.

f. Direct Service Delivery

Services that are provided directly to a customer by staff of the LDSS.

g. Donor

An individual or organization that gives money or certifies expenditure of money to the LDSS (local donated) or State Department of Social Services (State donated). The LDSS or State Department of Social Services uses the donations to purchase services.

h. Donor/Vendor

An agency that gives money or certifies expenditure of money to the LDSS (local donated) or State Department of Social Services (State donated) and is also a vendor of services.

i. Encumbrance Account

A record established to control locally donated, State donated, local appropriated, State appropriated, or allocated federal funds. Each set of funds may be restricted differently and may require a separate encumbrance account. The encumbrance account is used to set aside or reserve funds. It is not a cash flow account.

j. Established Rate

The rate published by a vendor or determined under program policy. For day care, the market rate system is used.

k. Federal Financial Participation (FFP)

The share of funding that the federal government gives the State Department of Social Services for services.

l. LDSS

Local Department of Social Services and/or Local Department of Public Welfare.

m. Matching Funds

Any combination of federal, local donated or appropriated and/or State funds that are matched with each other to total 100% of the cost of a purchased service. Local funds that pay 100% of the cost of any purchased service are not matching funds.

n. Primary Contractor

The principal provider of service. It is identified as the Vendor in an Agreement for Purchase of Services.

o. Private for Profit Vendors

All vendors that are neither public nor nonprofit. Private for-profit vendors include all individuals and agency providers whether or not an actual profit occurs.

p. Private Non-Profit Agency

An organization that has been given tax exempt status by the Internal Revenue Service. Such status is indicated by the issuance of a letter of acknowledgment commonly called a "tax exempt letter." Individuals, public agencies, or partnerships are never private nonprofit agencies.

q. Public Agency

Operates under the auspices and administrative control of one or more elected governmental officials.

r. Purchase of Service (POS)

A system by which LDSS's purchase social services for eligible customers.

s. Purchased Services

Services sold by a vendor of services who receives payment through the local agency or the Department.

t. Purchase of Service Order (POSO)

A form sent to a vendor to authorize the delivery of services to a customer. The form number is 032-03-126. The POSO is written in accordance with the terms in an Agreement of Purchase of Services or the Individual Vendor Agreement, if applicable. The POSO specifies the conditions of the purchase, including the name of the customer (if applicable), time period, and units of service. Other styles of POSO's may be substituted after review and approval by the Regional Program Specialist.

u. Subcontractor

A vendor who has a written or verbal agreement with a primary contractor. The subcontractor may provide all or part of the services that are specified in the primary contractor's agreement with the buyer. The LDSS must approve the subcontracting arrangements. Such approval shall be included in the Agreement for Purchase of Services, Individual Vendor Agreement. The primary contractor maintains administrative responsibility. A subcontractor of a public agency does not assume the public status of its primary contractor.

v. Vendor

A provider who sells services or goods.

w. Vendor Information Form

A form that provides specific information about each POS vendor. The Vendor Information form provides the LDSS with information about a particular vendor such as the vendor's address, service, price, unit, effective date, renewal date, and any subcontracting arrangements. This may be a form developed by the LDSS or the vendor's information sheet provided to the general public.

x. Vendor Invoice (032-02-128/2)

A form sent to the LDSS by the vendor each month as a bill for authorized services provided. The LDSS provide the form to the vendor.

3. STATE AND LOCAL DEPARTMENT OF SOCIAL SERVICES RELATIONSHIP

The POS relationship between the State Department of Social Services DSS and the LDSS is defined in the POS State-Local Agreement. This agreement ties the State Department of Social Services and the LDSS together as the buyer under the Agreement for Purchase of Services.

4. VENDOR RATE-SETTING AND APPROVAL PROCESS

The LDSS staff negotiates rates with vendors based on services and costs. The vendor must meet applicable State, federal, and local laws and regulations as well as standards and/or criteria established for the type of vendor of services being sold. The title and description of each service to be approved shall match one of the services defined in the Service Definitions and Codes chapter of this Manual.

a. Fixed Price and Cost Reimbursable Methods

The rate for most services is based on a fixed price per unit of service per vendor. Vendors are paid according to the number of service units authorized and provided at the established price. In some instances, the fixed price may be authorized with the unit type "as charged." An example would be the authorization of summer school fees as educational services. The individual fees of each school are fixed, but the rate for educational services will vary with the courses, locker privileges, and/or lab fees needed for each customer. Therefore, the rate used is "as charged."

The cost reimbursable method allows reimbursement to the vendor of actual expenses. It is issued only for noncustomer-specific services such as the purchase of administrative support services. A contract with the vendor establishes a maximum total dollar reimbursement for a given time period.

b. Rate-setting for Vendors Providing Direct Customer Services

The LDSS must establish rates for vendors and document them in a vendor record. Vendors must meet applicable program specific policy. See appropriate Family Services Program Provider Standards chapters in Volume VII for additional information.

c. Agreement for Purchase of Services (032-02-131)

The Agreement for Purchase of Services establishes the conditions for purchasing services. It does not obligate the buyer (State or LDSS) to purchase services. It does not obligate the vendor to sell services.

Copies of model Agreements for Purchase of Services are located in the Forms and Instructions section of this chapter. Appropriate LDSS staff should review the Agreement to determine their agency's obligations as well as the vendor's obligations.

Agreements are not required with vendors that have established rates. A vendor information form is required.

d. Subcontractors

A vendor under the Agreement for Purchase of Services may subcontract services according to the terms of the Agreement. The vendor must have prior approval from the LDSS before using a subcontractor.

Services shall not be purchased directly from any subcontractor. However, a subcontractor may become a primary contractor by entering into a separate Agreement for Purchase of Services.

The vendor is responsible for the performance of the subcontractor. When a subcontractor is used, the LDSS will pay the vendor as usual. The vendor will be responsible for paying the subcontractor. The subcontractor must comply with all rules, regulations and standards pertinent to the primary contractor.

e. Vendor Files

Each LDSS shall maintain a separate file record for each vendor except those for which an Internal Authorization POSO is used. The file shall contain the following information:

- 1) The vendor's and any subcontractor's compliance with applicable standards;
- 2) Any subcontracting arrangements; and,
- 3) Documentation of the rate(s) to be paid to the vendor
- 4) Program specific required documentation.

f. Rate-setting and Standards

Rate-setting policy for vendors and standards for agency-approved providers are found in the applicable chapter of the Service Manual for day care and foster care for adults and children, and for chore and companion and homemaker services.

g. Situations Not Considered Purchase of a Social Service

Special policy and procedures for reimbursement to foster parents who pay fees on behalf of foster care children are found in the Foster Care for Children chapter of this Manual. In these situations, the foster parent is acting on behalf of the foster care child and is not considered a vendor of service.

5. MATCHING FUNDS

a. Federal and State Funds

Local funds may be used to match federal and/or state funds. See the current year budget letter and applicable information bulletins for reimbursement rates.

b. Local Appropriated Funds

Local governing bodies allocate certain funds within the local budget for the LDSS programs. These funds may be utilized to draw down federal funds and/or state funds. They may also be utilized to pay the total service cost.

The LDSS shall determine whether the appropriated local funds are sufficient to match all of the allocated State and/or federal funds for purchased services. If the local appropriated funds are not sufficient, the LDSS should establish other sources of funds for a match. If they are sufficient, the LDSS may wish to seek local donated funds to expand its service capability.

c. Local Donated Funds

Funds may be donated to the LDSS by a public or private agency, group, or individual. Any restrictions on donated funds placed by the donor or the LDSS must be nondiscriminatory in keeping with state and federal laws. If questionable situations occur, the LDSS should consult its legal counsel for guidance.

6. PROCESS FOR ORDERING SERVICES

a. Purposes of the Purchase of Service Orders

The POS Order authorizes the vendor to provide service and sets forth the specifications for the service(s) to be provided.

The vendor may either accept or reject any POS Order. Acceptance of the POS Order indicates the vendor's intention to provide and bill for service.

The POS Order allows the fiscal officer to encumber appropriate funds to be able to pay expected invoices. It also provides the LDSS with a means by which to notify the vendor of a change or termination of a POS Order. The form also provides the LDSS and the vendor with a record of services ordered.

b. Dating the Purchase of Services Order

The POS Order indicates an effective date and a termination date for each service ordered. The vendor is authorized to provide and bill for the service only on and between the two dates.

1) Effective Date

The Effective Date on the POS Order shall not be before:

- a) The effective date that the vendor is approved or the beginning date on the POS when required;
- b) The date of service application of the customer; or
- c) The date of eligibility determination of the customer, with the following exceptions:

Exception 1: The beginning date of service payment authorization shall be the date the application/request for service is received in the agency if the customer/family is determined eligible within 45 days.

Exception 2: If determination is made more than 45 days after the application/request is received, services may begin only on the date eligibility is determined, except in the case of administrative delay.

2) Termination Date

The service worker's judgment and LDSS policy will determine the appropriate termination date to record on the POS Order. Factors affecting the appropriate termination date include the following:

- a) The termination date of the vendor's approval or Agreement for Purchase of Services.

- b) Available funds;
- c) Customer eligibility, need, circumstance; and
- d) End of LDSS fiscal year.

3) Signature Date

The date of signature by the social worker and fiscal officer shall be the actual date that the POS Order is signed. Usually, the signature date will not be the same date as the effective date and can be before or after the effective date.

c. Purchase of Service Order Types

There are five types of POS Orders:

1) Individual Type

One INDIVIDUAL type POS Order form may be used to authorize services for a single person, or a single family unit receiving services from the same vendor.

Once the service worker has selected the vendor and has determined the amount of service necessary he or she completes the POS Order.

The vendor bills the LDSS on a Vendor Invoice monthly after service has been provided.

2) Group Type

A GROUP type POS Order may be used by the LDSS to purchase services for two or more customers from the same vendor. The customers need not be from the same family group.

The POS Order should indicate the total number of units authorized for all customers. Each customer's name, subcategory, case number and authorized hours of service when applicable, shall be attached to each copy of the POS Order.

The vendor bills the LDSS by submitting a separate Vendor Invoice for each customer served. All Vendor Invoices related to one POS Order should arrive together and should bear the number of the POS Order. A copy of the POS Order and Vendor Invoices should be kept in the individual customer record.

- a) The GROUP type POS Order may be used when the vendor has available fewer slots than the number of eligible individuals the LDSS has determined to be in need of the

service. The service is, therefore, available on an "as-needed" and "first-come, first-served" basis.

For example, a GROUP type POS Order for congregate meals for 50 eligible adults may be issued when only 20 meals per day can be served by the vendor. Therefore, the number of meals each customer will receive will vary according to how often each customer attends.

- b) The GROUP type POS Order may be used when the vendor of a particular service, for example, a crisis intervention agency, is determining eligibility as well as providing the service. The LDSS may then need to limit service provision to a certain number of units of service.

The LDSS may be unable to determine beforehand which individuals will be receiving the service. The GROUP POS Order authorizes the vendor to invoice only for a certain number of units of service given to the customers determined eligible for services.

- c) The GROUP type POS Order may be used in cases where group eligibility applies. When customers of the specified group appear, service is rendered until the unit limit specified on the POS Order has been reached.
- d) The GROUP type POS Order may be used in cases where group eligible customers are receiving service on a one-time-only basis such as a group of customers who attend a week of summer camp.
- e) The GROUP type POS Order may also be used when services are being authorized for a limited number of customers who receive the same service and the same possible number of units from the same vendor.

3) Reimbursement Type

The REIMBURSEMENT type POS Order authorizes the customer, as permitted by specific program policy, to receive reimbursement after paying for purchases from vendors.

One REIMBURSEMENT type POS Order form may be used to authorize services for a single person, or a single-family unit as permitted by specific program policy, receiving services from the same vendor.

The service must be preauthorized by the LDSS. Once the service has been given, the customer presents a receipt of the purchase to the LDSS. The LDSS pays the customer directly. Foster parents may also receive reimbursement for expenditures such as school fees for their foster children. The distinctive feature of the REIMBURSEMENT type POS Order is that the check is written to the customer or the foster parent rather than to the vendor.

4) Internal Authorization Type

- a) Customer-specific Purchasing

Services provided by providers of tangible goods, lodging, food, utilities, rent, tuition and related fees, admission to a commercial entertainment facility, or transportation provided by a public conveyer shall be authorized by the service worker prior to service delivery. Prior authorization must be indicated in the service case record. The LDSS may choose to utilize the INTERNAL AUTHORIZATION type of POS Order for two reasons:

- (1) To indicate the prior authorization in the case record; and
- (2) To allow encumbering of the funds to assure available funds to pay for the service.

The three copies of the POS Order may be distributed as follows:

- (a) One copy for the customer's record;
- (b) One copy to the customer as assurance of payment; and
- (c) One copy to the fiscal officer if funds will be encumbered.

Billings under the INTERNAL AUTHORIZATION POS Order may be on the Vendor Invoice or on the vendor's own bill.

b) Noncustomer-specific Purchasing

The LDSS may choose to utilize the INTERNAL AUTHORIZATION type of POS Order with an Administrative Support Agreement. The INTERNAL AUTHORIZATION POS Order is only useful when the fiscal officer will be encumbering funds necessary to pay for the administrative support services.

5) Reservation Type

A RESERVATION type POS Order is both noncustomer-specific and customer-specific. It is issued for purchasing reserved space for emergency shelter. The payment rate differs between the noncustomer-specific reservation and the customer-specific occupation of space.

The vendor must be instructed to invoice at a specific percentage of the full rate for spaces that are unoccupied for all or part of the month. The negotiated percentage of the full rate used to pay for unoccupied space may be up to 75%.

The LDSS must establish a rate for foster homes. The vendor must also be instructed to submit one Vendor Invoice indicating the customer's name for each customer that occupies space for any part of a month. Each customer-specific Vendor Invoice is for the 100% rate.

The LDSS will establish a dollar rate for reserved space. The individual vendor must be instructed to bill at this rate if the space is not occupied. The vendor must also be instructed to submit one Vendor Invoice indicating the customer's name for each customer that occupies space for any part of a month. Each customer-specific Vendor Invoice is for the 100% rate.

d. Processing by LDSS

1) Authorization of POS Order

Prior to final authorization, the representative designated by LDSS must verify the accuracy of the information on the POS Order. Verification can be made by checking:

- a) The customer's eligibility status;
- b) Either the current market rate schedule, and/or established rate, or a day care rate documentation form; and
- c) The LDSS file to determine the approval status of a vendor.

2) Routing of Purchase of Services Order

The locality should get the POS Order to the provider within 10-14 days. If funds are not available, the fiscal officer will return the POS Order to the service worker. Once the fiscal officer can assure that funds are available and that the form is correct, he or she signs the POS Order. The INDIVIDUAL, GROUP or RESERVATION type of POS Order is sent to the vendor. Since it is the LDSS's responsibility to supply the Vendor Invoice, the agency should send the vendor all the necessary Vendor Invoice forms for the POS Order at this time.

The REIMBURSEMENT type POS Order shall be routed to the customer. The INTERNAL AUTHORIZATION type POS Order remains within the agency and indicates prior authorization for certain customer-specific services.

e. Processing by Vendor

1) Acceptance of POS Order

If the vendor will provide the specified service(s), the representative signs the POS Order and sends one copy back to the LDSS. The vendor is then authorized to provide the service(s) described on the POS Order.

2) Rejection of POS Order

If the vendor is unable or unwilling to provide the service, the representative should indicate refusal on the POS Order. The vendor sends the entire form back to the LDSS.

3) Preparation of Vendor Invoice

The LDSS must provide appropriate training to the vendor to ensure accurate completion of the Vendor Invoice.

The vendor prepares the Vendor Invoice at the beginning of the month for services given in the previous month. The vendor sends it to the LDSS for payment. Inaccurate/incomplete Vendor Invoices may be returned to the vendor.

f. Adjustment or Termination of POS Order

A POS Order automatically terminates on its specified termination date. Under certain circumstances, it may be adjusted or terminated prior to its specified termination date. An adjustment or termination of a POS Order may not be retroactive unless the vendor is in violation of the Agreement for Purchase of Services.

1) Reasons for LDSS's Adjustment or Termination

- a) The LDSS may adjust or terminate a POS Order without penalty within 30 calendar days from the effective date of the POS Order. The LDSS must make payment for services rendered during the 30-day period.
- b) The LDSS may adjust or terminate POS Orders anytime due to the vendor's failure to comply with any part of the Agreement of Purchase of Services.
- c) If the LDSS becomes unable to honor approved POS Orders for causes beyond the agency's control, a POS Order may be adjusted to avoid delivery of service for which the LDSS cannot make payment. An example of a cause beyond the agency's control is failure to receive promised revenue or donor funds.
- d) The LDSS may adjust or terminate POS Orders anytime for customer-related causes but may not adjust or terminate POS Orders arbitrarily or without cause. Customer-related causes may range from changes in customer eligibility and customer progress to a customer's desire to cease receiving service from a particular vendor. In all cases, the LDSS shall pay for services rendered until the effective date of the adjustment or termination.

2) Reasons for Vendor's Adjustment or Termination

- a) A vendor must discuss a proposed adjustment of a POS Order with the LDSS. It is the LDSS's decision whether or not to adjust the POS Order.
- b) A vendor may only terminate service provision for customer-related causes. Examples of such customer-related causes include:
 - (1) A customer may not be suited to the vendor's program;
 - (2) A customer may cease to meet the eligibility criteria for the vendor's program; or,
 - (3) A customer may be attending a program so irregularly that the vendor wants to terminate service provision.

To terminate a POS Order, the vendor must give the LDSS at least 15 days notice of the intended service termination.

3) Termination Procedure

To terminate a POS Order, a separate POS Order is written and PREMATURE TERMINATION is checked. The effective date of the termination is then entered in both

the EFFECTIVE DATE column and the TERMINATION DATE column. In addition, the service worker must check UNENCUMBER NOW to alert the fiscal officer to unencumber funds if all invoices have been paid. If another Vendor Invoice is expected, the service worker must check AWAIT FINAL INVOICE to alert the fiscal officer to unencumber funds after paying the final invoice.

The vendor does not have to sign a POS Order that has been terminated as no option is offered regarding its acceptance.

4) Adjustment Procedure

In order to adjust a POS Order, a separate POS Order is written. NEW ORDER and PREMATURE TERMINATION are checked. The effective date is then entered in the EFFECTIVE DATE column and the new termination date is entered in the TERMINATION DATE column. The fiscal officer will need to check the old POS Order to determine if additional funds require encumbering or if funds already encumbered can be unencumbered.

5) Notification to Vendor

Every effort shall be made to give the vendor as much notice as possible regarding the adjustment or termination of a POS Order. Therefore, as much time as possible shall be allowed between the anticipated receipt of the adjustment or termination POS Order by the vendor and the effective date of the adjustment or termination. If the service worker can reasonably anticipate that a termination POS Order will not reach a vendor prior to the termination effective date, the service worker shall call the vendor to give notice of the termination or adjustment effective date.

6) Vendor Default and/or Recollection of Funds

A termination POS Order shall be issued if the vendor fails to comply with any part of the Agreement for Purchase of Services. The TERMINATION DATE and EFFECTIVE DATE on the POS Order may be backdated to the date of violation. The vendor shall be given a written notice of default that specifically identifies the areas of default. If applicable, the LDSS may demand the repayment of all funds paid to the vendor since the violation. Demand for repayment will depend on individual circumstances. The LDSS may consider referring the situation to the appropriate law-enforcement agency.

Examples of vendor default include:

- a) The vendor bills for services that were not provided;
- b) The vendor fails to report substantial changes in the delivery of services; or
- c) The vendor is responsible for determining customer eligibility and uses incorrect procedures.

7. SERVICE PAYMENT AND INVOICE PROCESSING

a. Vendor Invoice

The vendor shall submit a Vendor Invoice/bill within a specified number of calendar days after the close of the month in which services were delivered. Vendor invoices that are correct and received within 10 calendar days after the close of the month shall be processed and paid no later than 30 calendar days after the close of the month. Invoice/bills received later than the specified number of days after the close of the month may be processed and, if correct, paid with the following month's bills. It is the fiscal officer's responsibility to follow these deadlines. Under an Agreement for Purchase of Services, the LDSS may choose not to pay a Vendor Invoice if submitted later than 45 days after the end of the month in which services were delivered.

When using the Internal Authorization POSO the vendor may bill the LDSS by submitting an invoice on the vendor's own billing form. The vendor's billing form, invoice, or receipt must contain all of the following information:

- Vendor's name
- Vendor's address
- Date of sale
- Goods purchased or services provided
- Amount paid or owed
- Customer's name
- Vendor's signature

When reimbursement to the customer is made, it shall be based upon the vendor's receipt marked "paid."

b. Review of Vendor Invoice by Service Worker

Each invoice/bill or a copy of it should be routed through the service worker in order for him/her to check the invoice/bill and the services received. If the services actually delivered were considerably less than those authorized, the service worker needs to explore the causes. For example, the customer may have been ill, may not have had transportation to get to the service, or may not have been motivated to seek the service.

8. ADMINISTRATIVE SUPPORT AGREEMENT

The Administrative Support Agreement shall be utilized for the purchase of noncustomer-specific services. Administrative Support Agreements may only be used when contracting with another government entity. The information contained in the Administrative Support Agreement makes the POSO unnecessary. In preparing an Administrative Support Agreement, LDSS must work closely with the Program Coordinator in the Regional Office.

a. Approval of Administrative Support Agreement

If federal and/or State reimbursement will be requested, final approval for the Agreement rests with the State Department of Social Services. An unsigned draft of the Agreement shall be submitted to the appropriate Regional POS coordinator a minimum of 60 days before the proposed effective date of the agreement. If donated funds will be used, written notification shall be sent with the draft agreement.

The Regional Program Coordinator will review the unsigned draft of the agreement, consult with the appropriate LDSS agency representative and Central Office staff person and forward final

copies (original and 1 copy) of the agreement to Central Office POS staff for review and/or approval.

- 1) Agreements that are less than \$20,000 may be approved by the Regional Program Coordinator.
- 2) Agreements that are \$20,000 and over shall be forwarded to the Regional Program Coordinator for initial review and then are reviewed and approved by the Central Office staff.

b. Payment for an Administrative Support Agreement

1) Firm Fixed Price Agreement

When a specified amount is to be invoiced and paid at identified intervals, the agreement is fixed price. The interval may be based on the calendar. Invoices may also be paid after contracted activities are completed or upon delivery of products specified in the agreement.

When an agreement with a public agency vendor is firm fixed price, a clause should be added to the agreement stating that any reimbursement that exceeds actual costs will be returned to the buyer.

2) Cost Reimbursable Agreement

In a cost reimbursable agreement, the amount paid to the vendor varies according to his or her actual costs. The vendor provides documentation of his or her expenditures for a certain period, and the LDSS reimburses the vendor for the costs. Cumulative payment cannot exceed the maximum amount specified in the agreement.

3) Budget for Administrative Support Agreement

Public and private vendors must submit a line-item budget for the services to be provided under the agreement. All costs to be reimbursed must be included in the budget and approved by the State Department of Social Services. The budget must be incorporated as part of the agreement.

(a) Indirect Costs

If the vendor includes indirect costs in the budget, verification of a federally approved rate and/or a rate determined through an audit must be provided.

(b) Cost Allocation

If the vendor has allocated a portion of his or her overall operating cost to the agreement, the method used to allocate costs must be described.

c. Amendment to Administrative Support Services Agreement

An amendment to an Administrative Support Agreement is used when substantial changes are to take place in an existing agreement. The amendment should indicate all changes to be made. All portions of the agreement that may be affected by the change should be modified.

Amendments must be made to an Administrative Support Agreement prior to its expiration date. A draft amendment shall be submitted to the appropriate Regional Program Coordinator at least 60 days before the effective date of the amendment. Amendments must be approved by the original approving authority. If the amendment increases the total amount to \$20,000 or more, the Agreement and amendment must be approved by appropriate entities.

9. PROCUREMENT/CONTRACTING FOR LOCAL DEPARTMENTS OF SOCIAL SERVICES

a. Authority

The intent of the General Assembly regarding purchasing by public agencies is set forth in the Virginia Public Procurement Act (VPPA), Title 2.2 Chapter 43 (§2.2 -4300 et seq.) of the *Code of Virginia*. The VPPA applies generally to every "public body" in the Commonwealth, that Section 2.2-4301 of the Code of Virginia defines as "any legislative, executive, or judicial body, agency, office, department, authority, post, commission, committee, institution, board or political subdivision created by law to exercise some sovereign power or to perform some governmental duty." Additionally, Section 2.2-4343-10, provides any county, city or town an exemption from the VPPA if the " . . . governing body adopts by ordinance or resolution alternative policies and procedures which are based on procurement of goods and services by such governing body and the agencies thereof." Therefore, all local agencies must adhere to procurement and contracting procedures established by their respective governing bodies or the VPPA if procedures are not established locally. To determine if your locality has procurement and contracting procedures, contact one of the following: the office of your County Administrator or City Manager, your Commonwealth's Attorney, or your purchasing or procurement office.

b. Competitive Procurement Requirements for Goods and Equipment

\$0.01 to \$750.00 - Solicit at least one (1) valid source of supply.

\$750.01 to \$5,000.00 - Solicit at least three (3) valid sources of supply.

\$5,000.01 to \$15,000.00 - Solicit at least four (4) valid sources, in writing.

\$15,000.01 and above - Solicit at least six (6) valid sources using formal written solicitation procedures.

c. Competitive Procurement Requirements for Professional Services

Professional services as identified in *Code of Virginia*, Section 2.2-4301 is work performed by an independent contractor within the scope of the practice of accounting, actuarial, architecture, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or engineering. The purchasing agency shall engage in individual discussions with two or more offers deemed to be fully qualified, responsible and suitable based on initial responses and with emphasis on professional competence.

d. Competitive Procurement Requirements for Nonprofessional Services

Any services not specifically identified as professional services in the *Code of Virginia*, Section 2.2-4301 are nonprofessional services.

\$0.01 to \$2,000.00 - Solicit at least one (1) valid source of supply.

\$2,000.01 to 5,000.00 - Solicit at least three (3) valid sources of supply.

\$5,000.01 to \$15,000.00 - Solicit at least four (4) valid sources, in writing.

\$15,000.01 and above - Solicit at least six (6) valid sources using formal written solicitation procedures.

e. Procurement Methods

1) Telephone Quoting

Valid for any procurement up to \$5,000.

2) Unsealed Bidding

Valid for procurement up to \$15,000. May involve either informal written or facsimile solicitation. Responses may be opened and tabulated upon receipt, but responses must be received by the date in the solicitation.

3) Sealed Bidding

Unless otherwise determined in writing as not practical or feasible, sealed bidding is required for all procurement of goods and nonprofessional services above \$15,000. Sealed bidding requires a written solicitation generally called an Invitation for Bid (IFB) that includes general terms and conditions and any special terms and conditions as set forth by the public agency's Commonwealth's Attorney. Bids must be held unopened until the date and time set for receipt, and thereafter publicly opened and read aloud.

4) Competitive Negotiation

Upon written determination by the public body that sealed bidding is either not practical or not fiscally advantageous to the public, goods and services may be procured by competitive negotiations. A written Request for Proposal (RFP) is issued indicating in general terms what is sought, the factors that will be used in the evaluation, and the applicable contractual terms and conditions as set forth by the Commonwealth's Attorney, including any unique capabilities or qualifications that will be required.

5) Noncompetitive Negotiation (Sole Source/Emergency Procurement)

Upon written determination documenting the basis, a contract may be negotiated and awarded when only one source of supply is practicably available.

f. Vendor Selection

Note: For Day Care Services, please refer to the Day Care policy in Volume VII for information specific to this program.

1) Source Lists

Care must be taken to solicit sources capable of providing, as a regular part of their business, the goods or services needed. A concerted effort must be made to seek responsible vendors as a source of supply for goods and services. The development, maintenance and use of appropriate and current source lists are essential to competitive procurement and the selection of the proper vendor. Agency source lists can be developed by contact with your purchasing or procurement office, the State Department of General Services, vendors themselves, or the Division of Purchase and Supply that maintains an automated list of registered vendors by commodity and service. Vendors should be contacted when developing purchase requirements. However, vendor assistance must be considered normal sales effort and does not entitle a vendor to any preference. Special emphasis shall be placed on including Virginia-based vendors, small, minority, and female-owned businesses on all mailing lists for solicitations.

g. Responsible Vendor

A responsible vendor is a person or organization who has the capability, in all respects, to perform fully the contract requirements; and who has the moral and business integrity and the reliability that will assure good faith performance; and who has been prequalified, if required. In determining a responsible vendor, a number of factors including but not limited to the following must be considered. The vendor should:

- 1) Be a regular dealer, supplier or, when required in the solicitation, an authorized dealer of goods and services offered:
- 2) Be able to comply with the required delivery or performance schedule, taking into consideration other business commitments:
- 3) Have a satisfactory record of performance;
- 4) Have a satisfactory record of integrity; and
- 5) Have the necessary facilities, organization, experience, technical skills, and financial resources to fulfill the terms of the purchase order or contract.

The vendor need only fail to meet one the above factors to be considered a non-responsible vendor.

h. Contract Development

1) Definition

A contract is an agreement that is enforceable by law, between two or more competent parties, to do or not to do something not prohibited by law, for a consideration. A Contract should be written so that anyone reading it is able, without additional explanation, to understand the obligations of each of the parties.

2) What the Written Agreement Should Contain

The document itself is the authority for the parties rights and obligations in any reasonably foreseeable circumstance. It is advisable to make provisions for every event you can foresee that may affect the contract's validity or its performance. There should be a complete and precise statement of the understanding of the parties. The document should provide the full answers to the following questions: Who the parties are? Where they reside? Where the contract is being made? Where it is to be performed? Where delivery is to be made if required? When it begins and ends? Why the parties are making the agreement? What the agreement seeks to accomplish? What each of the parties is to do, to furnish, to pay, or to receive? What the parties assume, if anything, as the basis of their agreement? How the parties are to discharge their obligations to one another? How they will deal with such things as unavailability of funds, changes in regulations, delays that are the fault of neither, etc.?

A complete statement of understanding of the parties is preferred because the contract is written to have the effect of avoiding disputes and litigation. All contracts should be approved by the public agency's Commonwealth's Attorney prior to finalizing.

i. Special Requirements

1) Prior DSS Approvals of Contracts

Some programs require that all contracts involving state or federal program funds be approved by state DSS representatives prior to finalizing. Refer to the appropriate program policy in order to determine program requirements for contract development and approval.

2) Contract Format

Contract formatting requirements may be established by either local contracting procedures or program policy. Contact your local Commonwealth's Attorney to determine the appropriate format, if the format is not outlined in the appropriate program policy.

3) Procurement Records

A record must be established for each procurement transaction. It must contain, at a minimum, the description of requirements, sources solicited, the method of evaluation and award, a signed copy of the contract or purchase order, comments on the vendor performance, and any other actions relating to the procurement transaction or interaction with the vendor.

10. RETENTION OF POS FILES

Local office file copies of POS Orders/Vendor Invoices may be destroyed after three full fiscal years if the records have been audited by a representative of the federal and state government and no questions remain unresolved. If no audit has been conducted, file copies may be destroyed after retention of five full fiscal years in accordance with the records management chapter of Volume I.

a. Agreements

Original, signed agreements must be kept in the LDSS for audit purposes. Those agreements to be retained by LDSS include:

- 1) Administrative Support Agreement, and
 - 2) Donor Agreement, if used.
- b. POS Orders

Original POS Orders must be kept in the LDSS.

- c. Vendor Invoices / Bills

Original Vendor Invoices/bills should be kept by the fiscal officer as documentation for payment to vendors.

INSTRUCTIONS FOR PURCHASE OF SERVICES ORDER

FORM NUMBER - 032-02-126

PURPOSE - This form is used to order services from vendors. If the vendor accepts a POS Order, it enters into a contract for a specific purchase. This form is also used for unscheduled termination of, or change to, an existing POS Order.

USE - This form is prepared by the service worker, and the fiscal officer as noted, and sent to the primary contractor. The form is never sent directly to a subcontractor.

NUMBER OF COPIES - This form is prepared with an original and two copies. All three are printed on both sides.

DISPOSITION - The service worker completes the back side of the form first. After removing the carbon paper, the service worker then completes the appropriate portion of the front side. The original and both copies are sent to the fiscal officer for approval, additional completion, and signature on the front side. If not approved, the form will be returned unsigned to the service worker who will terminate or revise the POS Order. If approved, the service worker will be notified and the signed original and a copy will be sent to the vendor for acceptance. If not accepted by the vendor, the original and copy will be returned to the service worker who will terminate or revise the POS Order. If accepted, the copy will be retained by the vendor while the signed original will be returned to the local welfare agency.

ORDERING - The form may be ordered from the Office of General Services of the State Department of Social Services, Central Office. One form set will be needed for each service order, revision, or termination.

**INSTRUCTIONS FOR PREPARATION OF THE BACK OF PURCHASE OF SERVICES ORDER,
AUTHORIZED VENDOR INVOICE SCHEDULE**

SERVICE NAME - Write each service name. Put the names in the same order as they will appear on the front side of the form.

REQUIREMENTS FIRST SIX MONTHS -

REQUIREMENTS SECOND SIX MONTHS -

UNITS - Under each appropriate month enter the maximum number of units authorized for that month.

\$ - Under each appropriate month enter the dollar amount of authorized service billing for that month.

FIRST SIX MONTHS AUTHORIZED BILLINGS - Total any entries for each service under Requirements First Six Months and enter the resulting dollar amount.

TOTAL AUTHORIZED BILLINGS - Total any entries for the service under Requirements First Six Months and Requirements Second Six Months and enter the resulting dollar amount.

MAXIMUM VENDOR INVOICE SCHEDULE TOTAL - Total the column of entries for each month and enter the resulting dollar amount.

ACTUAL VENDOR INVOICE TOTAL - After receipt of a Vendor Invoice related to this POS Order, enter Net Vendor Invoice Schedule Total for the month and enter the resulting dollar amount.

**INSTRUCTIONS FOR PREPARATION OF THE FRONT OF
PURCHASE OF SERVICES ORDER**

VENDOR NUMBER

LOC, NUMBER - This entry is optional. Enter the Vendor Number of the primary contractor vendor who is to provide the service from the Vendor Information form. This space may be left blank when the local welfare agency does not assign vendor number.

PROVISION INDICATOR - This entry is optional. Enter the Provision Indicator of the vendor from the Vendor Information form. This space may be left blank when purchasing from individual vendors, commercial providers, or public conveyors.

VENDOR NAME - Write the name of the primary contractor vendor who is to provide the service. Do not write the name of the subcontractor.

ADDRESS - Write the vendor's business address. This will be the address to which POS Orders must be sent. It will not necessarily be the address at which the service will be provided in case of multiple vendor addresses.

TYPE - Put a check mark in the box that indicates the type of POS Order being issued.

POSO NUMBER - The purchase of service order number is preprinted on the form and is unique to the individual form.

CASE NUMBER - If the form is being completed for a specific individual client, write the case number assigned by the local welfare agency.

SUB-CATEGORY - If the form is being completed for a specific individual client, enter the sub-category code assigned to the client's case.

CASE NAME - If the form is being completed for a specific individual client, write the name assigned to the client's case by the local welfare agency.

CLIENT NAME - If the form is being completed for a specific individual client, write the client's full name. Leave blank if issued for a single case family unit.

ADULT - This entry is optional. If the form is being completed for a specific individual client, and the client is 18 years of age or older, put a check mark in this box.

CHILD - This entry is optional. If the form is being completed for a specific individual client, and the client is 17 years of age or less, put a check mark in this box.

RESIDENCE ADDRESS, CITY, STATE, ZIP - If the form is being completed for a specific individual client, write the residence address of the client.

TELEPHONE - If the form is being completed for a specific individual client, write the telephone number of the client, or the telephone number at which the client may be reached with notation indicating whose phone number it is. If there is no telephone number at which the client may be reached, write "none."

GOAL - This entry is optional. If the form is being completed for a specific individual client, write the goal to which the provision of service is directed. This space may be left blank depending on local welfare agency policy.

MAIL INVOICES TO - Write or stamp the name and address to be used by the vendor in mailing Vendor Invoices to the local welfare agency.

ACTIONS -

NEW PURCHASE OF SERVICES ORDER - If the form is being completed for a new transaction includes the replacement of an old POS Order that is being prematurely terminated, check this box.

NON-MONETARY CHANGE - If the form is being completed to indicate a change to a previous POS Order that does not affect the amount of money authorized, check this box. Examples are: new phone number, new address, change from child to adult, or change of a subcategory.

OF POSO NUMBER - If non-monetary change is checked, enter the POSO Number from the POS Order that initiated the transaction and is now being changed.

PREMATURE TERMINATION - If the form is being completed to indicate termination of the authorization given by another POS Order before that authorization is terminated by its own termination dates, then check this box. The New POS Order box should also be checked if an old POS Order is being both terminated and replaced with this form.

OF POSE NUMBER - If Premature Termination is checked, enter the POSO Number of the POS Order that initiated the transaction and is now being terminated.

UNENCUMBER NOW - If Premature Termination is checked and all Vendor Invoices have been processed, then check this box.

AWAIT FINAL VENDOR INVOICE - If Premature Termination is checked and not all Vendor Invoices have been processed, then check this box.

SERVICE NAME - Write the name of the service from Service Name on the Vendor Information form or the name of service when being purchased. If the POS Order is issued for a family unit, write the name of each family member on the line where his service is written.

SERVICE - Enter the Service code from Service on the Vendor Information form or from the Service code listing.

UNIT - Enter the unit by which the service is sold from Unit on the Vendor Information form or from the Unit code listing.

EFFECTIVE DATE - Enter the date upon which service provision is authorized to begin.

TERMINATION DATE - Enter the date beyond which service provision is authorized to terminate.

UNITS AUTHORIZED PER TIME PERIOD - This entry is optional. If it is desirable to regulate the rate of delivery service units more closely than the monthly regulation allowed by the authorized invoice schedule on the back side of the form, enter the number of units authorized to the left of the centerline and enter the Time Period code to the right of the centerline. For example, enter 20/WK, meaning 20 units of service per week.

FUNDING SOURCE - This entry is optional. Write the funding source to be used to purchase this service.

UNIT PRICE - Enter the dollar amount authorized as a charge for each unit of the service.

TOTAL UNITS AUTHORIZED - Enter the total number of units of the service authorized to be delivered from the Effective Date to the Termination Date for the service.

GROSS AUTHORIZED SERVICE BILLINGS - Enter the dollar amount that is the product of the Unit Price and Total Units Authorized entries on the form.

PROJECTED FEES AND BENEFITS - Enter the total dollar amount of fees and/or benefits that is anticipated will be collected by the vendor from other sources.

NET AUTHORIZED SERVICE BILLINGS - Enter the dollar amount that results from subtracting Projected Fees and Benefits from Gross Authorized Service Billings.

TOTAL BILLINGS AUTHORIZED - Enter the dollar amount that is the sum of the Net Authorized Service Billings entries.

SERVICE WORKER NAME - Type or print clearly the name of the service worker to be consulted regarding this purchase.

TELEPHONE - Enter the telephone number where the specified service worker may be reached.

SIGNATURE OF SERVICE WORKER - A service worker who is authorized by the local welfare agency to authorize the purchase signs here.

DATE APPROVED - Enter the date upon which Signature of Service Worker is completed. This date must be on or before the Effective Date of the POS Order except under backdating exceptions.

SIGNATURE OF FISCAL OFFICER - The fiscal officer co-authorizes the purchase by signing here.

SIGNATURE OF SERVICE SUPERVISOR - The service supervisor co-authorizes the purchase by signing here.

DATE APPROVED - Enter the date upon which Signature of Fiscal Officer is completed. This date must be on or before the Effective Date of the POS Order except under backdating exceptions.

SEE ADDITIONAL SHEET - If more than six services are authorized or if a Group type POS Order requires the attachment of an additional sheet, check this box. In the case of continuation on another POS Order form, write "See POSO Number" and enter the number of the form used for continuation.

I HEREBY AGREE . . . - If the vendor accepts the POS Order, the vendor's authorized representative check this box.

IN ACCORDANCE . . . I HEREBY REFUSE . . . - If the vendor rejects the POS Order, the vendor's authorized representative checks this box.

I WILL PROVIDE . . . AND SUBMIT . . . - From the end of the service delivery month enter the number of days that the vendor has to submit the invoice.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF VENDOR - The authorized representative of the vendor agency signs here to indicate acceptance or refusal of the POS Order depending on which box is checked above the signature.

DATE - Enter the date upon which Signature of Authorized Representative of Vendor is completed.

INSTRUCTIONS FOR VENDOR INVOICE

FORM NUMBER - 032-02-128

PURPOSE - This form is used to bill for services that have been ordered with a POS Order. This form is also used for daily recording of hours or days of service.

USE - This form is prepared by the vendor except for the section entitled Mail Invoices To. Much of the information used to prepare the form is taken from the appropriate POS Order.

NUMBER OF COPIES - This form is prepared with an original and two copies.

DISPOSITION - The original and one copy are sent to the LDSS and the vendor keeps the other copy. The original and the copy are forwarded for approval to the service worker who signed the authorizing POS Order. The service worker places the copy in the case file and forwards the original to the fiscal officer for payment. The fiscal officer maintains the original on file.

ORDERING - The LDSS sends with each POS Order enough Vendor Invoices for the vendor to use one form set for each month during which service is authorized. The form may be ordered by local welfare agencies from the Bureau of Office Services of the State Department of Social Services, Central Office. One form set will be needed for each vendor to bill for each client each month. Vendors must submit an invoice showing no charge when no service is rendered in a month if a non-terminated POS Order is in effect. Group POS Order may cover multiple clients, but the vendor must submit a separate Vendor Invoice each month for each client served.

INSTRUCTIONS FOR PREPARATION OF VENDOR INVOICE

VENDOR NUMBER -

LOC, NUMBER - Enter the Vendor Number from the POS Order authorizing this invoice.

PROVISION INDICATOR - Enter the Provision Indicator from the POS Order authorizing this invoice.

VENDOR NAME - Write the Vendor Name for the POS Order authorizing this invoice.

ADDRESS - Write the Address from the POS Order authorizing this invoice.

MAIL INVOICES TO - Before forms are supplied to vendors, the local welfare agency should write or stamp the name and address to which invoices are to be mailed.

SERVICE WORKER NAME - Write the Service Worker Name from the POS Order authorizing this invoice.

POSO NUMBER - Enter the POSO Number from the POS Order authorizing this invoice.

CASE NUMBER - Enter the Case Number from the POS Order authorizing this invoice.

SUBCATEGORY - Enter the Subcategory code from the POS Order authorizing this invoice.

CASE NAME - Write the Case Name from the POS Order authorizing this invoice.

FINAL INV. THIS POS -

YES - if this is the last invoice related to the POS Order authorizing this invoice, check the box.

NO - If this is not the last invoice related to the POS Order authorizing this invoice, check the box.

SERVICE DELIVERY PERIOD -

BEGINNING DATE - Enter the first date on which services were delivered this month.

ENDING DATE - Enter the last date on which services were delivered this month.

CLIENT NAME - Write the client Name from the POS Order authorizing this Invoice. Leave blank if issued for a single case family unit.

ADULT - If the Adult box on POS Order authorizing this invoice is checked, then check this box.

CHILD - If the Child box on the POS Order authorizing this invoice is checked, check this box.

SERVICE DELIVERED - Write the Service Name from the POS Order authorizing this invoice. If the Vendor Invoice is for a single case family unit, write the name of the family member to whom the service was provided.

SERVICE - Enter the Service code from the POS Order authorizing this invoice.

COMPONENT - Enter the Component code from the POS Order authorizing this invoice. The Component code, if present, is actually the sequence number.

UNIT PRICE - Enter the Unit Price from the POS Order authorizing this invoice.

NUMBER OF UNITS DELIVERED - Enter the total number of service units actually delivered, not the number ordered, this month.

GROSS SERVICE BILLINGS - Multiply the Unit Price times the Number of Units Delivered and enter the number.

LESS FEES AND BENEFITS - Enter the amount of fees and benefits due to or collected by the vendor from another source in relation to this service.

NET SERVICE BILLINGS - Subtract the Fees and Benefits from the Gross Service Billings and enter the number.

SUBTOTAL - Add all of the Net Service Billings entries and enter the number.

LESS CERTIFICATION - If the vendor is a public agency donor that has signed a Donor Agreement agreeing to certify expenditures as donated matching funds, then enter the amount certified in relation to the Subtotal above.

NET VENDOR INVOICE - Subtract Less Certification from Subtotal and enter the number.

DATE - Unless payment has not been received for a previous Vendor Invoice submitted under the same POS Order, enter the date of the last day of the month covered by this Vendor Invoice. If a previously

submitted Vendor Invoice under this POS Order has not been paid, enter the date of the last day of the month before the unpaid month.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF VENDOR - The person authorized by the vendor to invoice the local welfare agency signs here.

DATE - Enter the date on which the form is signed.

DATE CONTROL -

SENT TO LDSS - The vendor enters the date on which the form is sent to local welfare agency.

REC'D. BY LDSS - The local welfare agency person who receives the form enters the date of receipt.

REC'D. BY SER. WKR. - The service worker enters the date on which the form is received.

SENT TO FISCAL OFF. - The service worker enters the date on which the form is sent to the fiscal officer.

REC'D. BY FISCAL OFF. - The fiscal officer enters the date on which the form is received in the fiscal office.

PMT. SENT VENDOR - The fiscal officer enters the date on which payment related to this invoice is sent to the vendor.

SERVICE DELIVERY SCHEDULE -

SERVICES - Write the name of the service or services as shown under Service Delivered above. If the Vendor Service is for a single case family unit, write the name of the family member to whom the service was provided.

INDICATE THE NUMBER OF UNITS OF SERVICE PER DAY - Opposite the service that was provided, under the number one, enter the actual number of units of service provided on that day of the month. Enter a zero if no service was provided on the first day of the month. For the second day of the month enter the actual number of units of service provided, or zero if none were provided that day, and so on for the rest of the month. If it is not appropriate to enter the number of units of service, then check the days on which service was provided.

SEE ADDITIONAL SHEET - If more than six services are listed on the POS Order authorizing this invoice, check this box and write "See Vendor Invoice Referencing POSO Number" and enter the number of the POS Order continuation authorizing the services shown on the Vendor Invoice continuation form.

PURCHASE OF SERVICE STATE-LOCAL AGREEMENT

AGREEMENT is hereby made by and between the Commonwealth of Virginia Department of Social Services, hereinafter referred to as the "Department" and _____, hereinafter referred to as the "Agency" for the period beginning on the _____ day of _____, _____.

WHEREAS, the Department of Social Services is desirous of having Local Departments of Welfare/Social Services participate in the Commonwealth of Virginia's Purchase of Service Program

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- A. The Department shall provide technical assistance to the Agency for the purpose of participation under the terms of this Agreement, and the Agency will participate in training activities offered by the Department concerning the Purchase of Service Program.
- B. The Department shall approve all agency vendors of service, and shall enter into agreements when required with all agency vendors of client-specific services or shall approve agency agreements with such vendors, and shall inform the Agency of such approvals and agreements when they may involve the participation of the Agency.
- C. The Department shall inform the Agency in the event that the Department enters into donor agreements requiring the participation of the Agency; but, otherwise the Agency shall solicit and/or provide donor money and administer such funds.
- D. The Agency (unless otherwise instructed by the Department) shall administer client intake, eligibility determination, case plan development, purchase ordering, and processing of invoices in connection with the Purchase of Service Program.
- E. The Agency shall designate a service worker as Case Manager for each client and shall designate a Fiscal Officer for the Agency's participation in the Purchase of Service Program.
- F. The Agency shall comply with any changes that may be made by the Department in the Commonwealth of Virginia Comprehensive Annual Plan for Social Services.
- G. The Agency shall use best efforts to avoid purchase commitments when such commitments together with other expenditures would be in excess of approved federal or non-federal funds. In the event of unforeseen unavailability of anticipated funds, the Agency shall immediately cease executing further purchase orders. Both the Department and the Agency shall retain the right to rescind the Agency's existing purchase order commitments if necessary. In the event that purchase of service expenditures are made by the Agency in excess of the allotment of funds approved by the Department, reimbursement will not be provided by the Department unless funds can be reallocated from other sources.
- H. The Agency will use the forms and documents specified by the Department for use in the Purchase of Service process.
- I. The Department will reimburse the Agency for services only if by providing those services the agency has abided by the policies, regulations, and procedures of the Purchase of Service process as established by the Department.

- J. In the event that an audit exception is taken by the federal government due to the Agency's fault and the federal government wishes to seek recovery of funds from the Department, restitution shall be paid immediately and in full by the Agency when, in the opinion of the Department, such restitution is warranted.

- K. This Agreement may be terminated upon notice by either party hereto made to the other party; provided, however, that purchase orders executed by the Agency in accordance with the Department's policies, regulations, and procedures in effect at the time this Agreement is terminated shall be honored by both parties, unless prevented from doing so by causes beyond the reasonable control of the parties.

Authorized Representative of Agency

Authorized Representative of Department

Title

Commissioner
Title

Date

Date

AGREEMENT FOR PURCHASE OF SERVICES

THIS AGREEMENT is entered into by and between the Commonwealth of Virginia Department of Social Services with local Departments of Welfare/Social Services acting as its agents, referred to as the "Buyer," and _____, hereinafter referred to as the "Vendor." Subject to its other provisions, the terms of this Agreement shall commence on the _____ day of _____, _____, and terminate on the _____ day of _____, _____.

WHEREAS the Buyer is responsible for providing social services by authority of Title 63.2 of the Code of Virginia, and has been appointed by the Governor as administering agency for social services delivered pursuant to Title XX of the Social Security Act as amended by Section 2352 of the Omnibus Budget Reconciliation Act of 1981 (Public Law 97-35); and

WHEREAS the Vendor has established itself as a qualified provider of social services and meets all applicable State and federal standards relative to the services to be provided herein;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. This Agreement is subject to the provisions of Title 45 of the Code of Federal Regulations, (CFR), Part 96, amendments thereof, and other relevant federal and State laws and regulations. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.
2. The failure of the Buyer to enforce at any time any of the provisions of this Agreement, or to exercise any option that is herein provided, or to require at any time performance by the Vendor of any of the provisions hereof, shall in no way affect the validity of this Agreement or any part thereof, or the right of the Buyer to thereafter enforce each and every provision. All remedies afforded in the Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. If any part, term, or provision of this federal law is held to be invalid, the validity of the remaining portions or provisions shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
3. Any documents referred to in this Agreement but not attached hereto, are incorporated by reference as part of this Agreement. No other understandings, oral or written, are deemed to exist or to bind any of the parties hereto. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by the Contracting Officer of the Buyer and the Authorized Representative of the Vendor, and attached to this Agreement. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.
4. 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 Agreement in the procurement of services as specified and for which payment shall be made by the Buyer. The Vendor shall only charge the Buyer for those services listed and described in the Vendor Information form of the Profile of Services and Prices, relevant portions of which are attached, and only when and as authorized by a purchase of service order signed by the Buyer's Fiscal Officer and Service Worker. Such purchase of

service orders are incorporated into this Agreement by reference. The Vendor has the right to refuse to accept the Buyer's purchase of service orders.

5. The authorized services shall be provided at or above the quality level in effect at the time of the description and/or evaluation written on the Vendor Information form of the Profile of Services and Prices. The Vendor shall permit representatives authorized by the Buyer to conduct program and facility reviews in order to assess service quality. Such reviews may include, but are not limited to, meetings with consumers, review of service records, review of service policy and procedural issuances, review of personnel directly or indirectly involved in the provision of services. Such reviews may occur as often as deemed necessary by the Buyer and may be unannounced.
6. Substantial changes in the proposed delivery of services from that stated in the application submitted by the Vendor or that stated in the Vendor Information form of the Profile of Services and Prices, whether actual or anticipated, such as, but not limited to, changes in service quality, key personnel, ability to vend specified volumes of services, submitted budgetary data, or compliance with applicable State and/or federal standards shall be reported in writing to the Buyer within five (5) calendar days of occurrence.
7. The vendor agrees that any information and data to be used in negotiations to modify the Vendor's prices under this Agreement shall be submitted to the Buyer at least ninety (90) calendar days prior to the proposed "Effective Date" of the changes. The Vendor further agrees that any information and data to be used in negotiations to extend the Vendor's prices under this Agreement beyond the "Renewal Date" on the Vendor Information form of the Profile of Services and Prices shall be submitted to the Buyer at least ninety (90) calendar days prior to the "Renewal Date" except for children's residential facilities, which must follow procedures outlined for such facilities.
8. The Vendor shall immediately submit written reports to the Buyer indicating significant deviations from anticipated client progress as agreed by the Vendor and the Buyer. The Vendor shall provide the Buyer with a copy of any required reports of annual physical examinations and psychological or psychiatric examination of the client while under the care of the Vendor.
9. If the services are provided in a residential facility, or by a non-residential treatment program, the Vendor shall submit to the Buyer a written treatment plan and progress report regarding the client at least quarterly and upon termination of service to the client. Said plan and report shall include at least the following information: short and long term goals, anticipated time of completion, prognosis, medications administered, progress or lack of progress of client and reasons, significant incidents or accidents and any past or planned special events. If the Vendor fails to provide any written treatment plan and progress report in a timely manner, the Buyer may withhold payment of vendor invoices until they are received.
10. If services are provided on a cost reimbursement basis as indicated on the Vendor Information form of the Profile of Services and Prices, the Vendor shall maintain documentation of the actual cost of delivering each service to each individual client and submit required data to substantiate the costs before vendor invoices are paid by the Buyer.
11. The Vendor shall not charge the Buyer more for a service than the price specified on the Vendor Information form of the Profile of Services and Prices. The Vendor shall not charge the Buyer more than the Vendor charges other buyers of the same service. The Vendor shall not charge any and all buyers more than the maximum number of units per service as stated on the Vendor Information form of the Profile of Services and Prices. Additionally, the Vendor shall not invoice the Buyer for a greater number of units of any service than that specified in the purchase of services order unless the

Buyer specifically authorizes such increased units in writing. The Vendor shall invoice the Buyer only for services actually delivered. The Vendor shall not submit any billings for services provided prior to the "Effective Date" or subsequent to the "Renewal Date" shown on the Vendor Information form of the Profile of Services and Prices.

12. For public agency Vendors, even though there is a price specified on the Vendor Information form of the Profile of Services and Prices, charges for services shall not exceed the net cost of the services provided under this Agreement. This net cost shall be determined in accordance with Title 45 CFR, Part 74, less all applicable grant and general unrestricted revenue. The public agency Vendor shall monitor actual cost of service delivery and immediately report to the Buyer any payment received under this Agreement from the Buyer in excess of such net cost.
13. The Vendor shall invoice the Buyer for each calendar month on vendor invoice forms supplied by the Buyer, and shall submit a vendor invoice showing no services delivered pursuant to a purchase of services order if that is the case in any month. The Buyer shall be unobligated to pay for services pursuant to an authorized purchase of services order when the Vendor fails to submit a vendor invoice for such services within forty-five (45) calendar days after the close of the calendar month in which services were delivered. Vendor invoices that are correct and are received by the Buyer within ten (10) calendar days after the close of the month shall be processed and paid no later than thirty (30) calendar days after the close of the month. Those vendor invoices received later shall be processed and paid with the next month's vendor invoices. Vendor invoices received that are not correct shall be returned to the Vendor for correction.
14. If the Vendor feels that the payment received for services invoiced was an underpayment, then it is the Vendor's responsibility to notify the Buyer in writing of the questionable payment within forty-five (45) calendar days after receipt of the payment. Supporting evidence must accompany such notification. The Buyer must correct any error found or respond in writing to the Vendor why no error exists within forty-five (45) calendar days after receipt of the Vendor's notification. If the Vendor's notification and supporting evidence are not received by the Buyer, the Buyer is not obligated to make any adjustments in the questionable payment. If the Vendor feels that the payment received for services invoiced was an overpayment, then the Vendor must notify the Buyer immediately.
15. When the services are authorized by a "Group" type of purchase of services order, the Vendor shall invoice the Buyer individually for each client served, and shall submit each month's vendor invoices at the same time and together.
16. The Buyer shall have thirty (30) calendar days from the date of the Service Worker's or Fiscal Officer's signature on a purchase of services order, whichever is later, to terminate or adjust said purchase of services order without penalty to the Buyer; however, the Buyer shall make payment for any services rendered during said thirty (30) day period, subject to the other terms of this Agreement.
17. The Buyer's purchase of services orders may be adjusted or terminated at any time for client-related causes. The Buyer may not terminate or adjust purchase of services orders arbitrarily and without cause. The Vendor may only terminate service provision for client-related causes and only when a fifteen (15) calendar day advance notice is given to the Buyer.
18. In the event that the Buyer becomes unable to honor approved purchase of services orders for causes beyond the Buyer's reasonable control or fails to provide service as specified, the Buyer may terminate or modify any or all purchase of service orders pursuant to this Agreement as necessary to

avoid delivery of service for which the Buyer cannot make payment. The Buyer shall, upon cognizance of any such cause, notify the Vendor immediately.

19. If the Vendor is a donor that exercises the option to submit donations monthly with vendor invoices and subsequently fails to submit the correct donation with any vendor invoices, it shall not have those vendor invoices paid until the next vendor invoice payment period following the submission of a correct donation.
20. The Vendor guarantees that any costs incurred pursuant to this Agreement shall not be included or allocated as a cost of any other federal, State or locally financed program in either the current or prior period.
21. The Vendor shall not enter into subcontracts for any of the services approved under this Agreement without obtaining prior written approval from the Buyer. Said approval shall be indicated by the attachment to this Agreement of Vendor Information form for the subcontractor. Such subcontractors shall be subject to the requirements, conditions, and provisions the Buyer may deem necessary. The Vendor is responsible for the performance of its subcontractors. However, prior written approval shall not be required for the purchase by the Vendor of articles, supplies and equipment that are incidental but necessary for the performance of the work required under this Agreement. The Vendor shall not assign this Agreement without prior written approval of the Buyer, which approval shall be attached to this Agreement and subject to such conditions and provisions as the Buyer may deem necessary. Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of service contained herein.
22. The Vendor and any subcontractor shall maintain an accounting system and supporting records adequate to assure that claims for funds are in accordance with applicable State and federal requirements. Such supporting records shall reflect all direct and indirect costs of any nature expended in the performance of this Agreement and all income from any source. The Vendor shall also collect and maintain fiscal and statistical data on forms designated by the Buyer. The Vendor shall maintain program records required by the Buyer. The Vendor agrees to retain all books, records and other documents relative to this Agreement for five (5) years after final payment, unless necessary for purposes of an unresolved federal or State audit. The Buyer, its authorized agents, and/or federal auditors shall have full access to and the right to examine any of said materials during said period.
23. If the Vendor is to determine and/or redetermine the eligibility of clients as indicated on the Vendor Information form of the Profile of Services and Prices, then the Vendor must use forms and follow instructions specified by the Buyer in accordance with applicable State policy. It is further understood that the Vendor shall be responsible to inform the individual applicants or clients of their right to a fair hearing when eligibility determination and/or redetermination is done by the Vendor.
24. If the Vendor wishes to assist the Buyer by collecting data that will aid the Buyer in determining or redetermining eligibility and need for services, then the Vendor shall use forms and follow instructions specified by the Buyer in accordance with applicable State policy. The Buyer or its authorized agent may, at the Buyer's discretion, audit and validate the information obtained from the Vendor and the process utilized for obtaining the information.
25. If the Vendor is to provide Emergency Shelter as a component of Protective Services for Children and the Buyer wishes to reserve space, then the Buyer will authorize a "Reservation" type of purchase of services order at the price specified in the Vendor Information form of the Profile of

Services and Prices. If the Vendor accepts the purchase of services order and holds space, the Vendor shall invoice the Buyer, for the time period in which space was not occupied, at the percentage of the full price specified on the Vendor Information form of the Profile of Services and Prices. This percentage shall not exceed seventy-five percent (75%). If a client is placed by the Buyer and occupies a reserved space, the Vendor shall invoice at the full price for the period of time in which said client received service. If some space is reserved, and is occupied for part of the month but vacant for the other part, then the Vendor shall invoice individually for each client serviced and separately for all of the unoccupied reserved space. The Vendor shall submit each month's vendor invoices at the same time and together.

26. No fee shall be imposed by the Vendor upon individuals served pursuant to this Agreement other than those set by the Buyer as described in the Commonwealth of Virginia Comprehensive Annual Plan for Social Services.
27. Any information obtained by the Vendor concerning applicants and clients pursuant to this Agreement shall be treated as confidential. Use and/or disclosure of such information by the Vendor shall be limited to purposes directly connected with the Vendor's responsibilities for services under this Agreement. It is further agreed by both parties that this information shall be safeguarded in accordance with the provisions of Title 45 CFR 205.50 and Title 63.2, Sections 102 and 104 of the Code of Virginia (1950), as amended, and any other relevant provisions of State and federal law.
28. In the event that a service applicant or client registers a grievance, requests a fair hearing, or submits an appeal, the Vendor, its agents and employees agree to appear on request of the Buyer in any proceedings arising from such claim and provide all verbal or written information or documentary evidence within their control relevant to such claim.
29. Neither the Vendor nor any subcontractor shall discriminate against employees or applicants for employment or deny any individual any service or other benefit provided under this Agreement pursuant to all requirements of the National Civil Rights Act of 1964 as amended, 45 CFR, Parts 80, 81, 84, and 90, and Section 504 of the Rehabilitation Act of 1973.
30. The Vendor does hereby agree to indemnify and hold harmless the Buyer from any and all claims for damages, either in law or in equity, directly or indirectly, arising out of or by virtue of the actions or inactions of the Vendor or its agents, servants, or employees in connection with this Agreement.
31. Neither party hereto may 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 the public authorities or delays or defaults of public carriers that cannot be reasonably forecast or provided against.
32. Neither the Vendor nor employees, assignees or subcontractors shall be deemed employees of the Buyer while performing under this Agreement.
33. If the Vendor fails to comply with any part of this Agreement, the Buyer may, by written notice of default of the Vendor, terminate or revise the whole or any part of this Agreement and collect from the Vendor any funds paid by the Buyer that are related to the Vendor's failure to comply.
34. The Vendor may terminate the whole of this Agreement upon thirty (30) calendar days advance written notice to the Buyer and only upon just cause.

- 35. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement that is not disposed of by negotiations and agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and furnish a copy thereof to the Vendor. This provision shall not preclude the Vendor from exercising any rights under law for failure of the Buyer to comply with the terms of this Agreement.
- 36. The terms and conditions of this Agreement are renewable for successive three month periods unless and until written notice to the contrary is provided by the Buyer to the Vendor or by the Vendor to the Buyer thirty (30) days prior to the termination date of this Agreement. The rate(s) specified on the Vendor Information form of the Profile of Services and Prices for the period of this Agreement shall remain in effect during the subsequent three month periods of renewal. A Vendor Information form shall be prepared for each three month period. Any future rate changes must be agreed to and acknowledged by the signing of a new Agreement for Purchase of Services for the appropriate period.
- 37. No children being serviced under this Agreement shall be taken out of the United States of America until the Vendor has: 1. secured written approval from the Director of the local department of social services for each child going out of the country; 2. secured written approval from the child's parents if their whereabouts are known and their parental rights have not been terminated; 3. provided the local department of social services and the Interstate Compact Office of the Virginia Department of Social Services notification of intent to travel that includes day to day itinerary and telephone numbers where the group may be reached; 4. provided the Interstate Compact Office of the Virginia Department of Social Services with the names of all children going out of the country, the local department of social services holding custody of each child, copies of the approval letters from the local department of social services and/or parent(s) of each child, written assurances that the proper passports, visas, or other requirements for entering the foreign country has been met, and written assurances that the facility will provide for the health, safety, and legal needs of each child. The Vendor agrees that medical costs not covered by Medicaid and all legal costs incurred during or as a result of travel outside the United States of America shall be the responsibility of the Vendor.
- 38. The Vendor agrees that if the vendor or his employees are named in the CPS Central Registry, then this information shall be made available to the appropriate child placement and regulatory personnel of the Departments of Corrections, Education, Mental Health and Mental Retardation, and the local departments of social services by the Buyer.

IN WITNESS THEREOF the parties have caused this Agreement to be executed by officials thereunto duly authorized.

Authorized Representative of Vendor

Date

Title

Contracting Officer of Buyer, an Authorized
Representative of the Commonwealth of Virginia
Department of Social Services

Title

Date

ADMINISTRATIVE SUPPORT AGREEMENT

This AGREEMENT is entered into by and between _____,
hereinafter referred to as the "Buyer," and _____,

hereinafter referred to as the "Vendor" that has established itself as a qualified provider of services and meets all applicable State and federal standards relative to the services herein.

WHEREAS the Commonwealth of Virginia Department of Social Services is responsible for providing social services by authority of Title 63.2 of the Code of Virginia, both Buyer and Vendor do hereby agree that this Agreement is conditional upon approval of the Commonwealth of Virginia Department of Social Services as indicated by the signature of its Authorized Representative on this Agreement. Subject to said approval and the other provisions contained herein, the terms of this Agreement shall commence on the _____ day of _____, _____, and terminated on the _____ day of _____, _____.

In consideration of the total amount not to exceed _____ (\$ _____),
the Vendor agrees to provide _____

as fully described hereinafter.

ARTICLE I - Standard Provisions

- A. This Agreement is subject to the provisions of relevant federal and State laws and regulations.
- B. The rights and obligations of the parties of this contract shall be subject to and governed by the provisions hereinafter set forth. To the extent of any inconsistency between this contract and any plan, specification, or other provisions of collateral contractual agreements that are made part of this contract by reference or otherwise, the provisions of this contract shall control.
- C. The failure of the Buyer to enforce at any time any of the provisions of this Agreement, or to exercise any option herein provided, or to require at any time performance by the Vendor of any of the provisions hereof, shall in no way affect the validity of this Agreement or any part thereof, or the right of the Buyer to thereafter enforce each and every provision. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. If any part, term, or provision of this Agreement is held by a court to be illegal or in conflict with any law of the United States or the Commonwealth of Virginia, the validity of the remaining portion or provisions shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- D. Any documents referred to in this Agreement, but not attached hereto, are incorporated by reference as part of this Agreement. No other understandings, oral or written, are deemed to exist or to bind any of the parties hereto. Any alteration, variation, modification, or waiver of any provision of this Agreement shall only be valid when it has been reduced to writing, duly signed by the Authorized Representative of the Buyer and Authorized Representative of the Vendor, approved and signed by

the Authorized Representative of the Commonwealth of Virginia Department of Social Services and attached to this Agreement.

- E. The Vendor shall not enter into subcontracts or assignments for any of the services approved under this Agreement without obtaining prior written approval from the Buyer and the Commonwealth of Virginia Department of Social Services, and said approval shall be indicated by an attachment of this Agreement. Such subcontract or assignment shall be subject to the requirements, conditions, and provisions as the Buyer may deem necessary. The Vendor is responsible for the performance of its subcontractors. However, prior written approval shall not be required for the purchase by the Vendor of articles, supplies, and equipment that are incidental but necessary for the performance of the work required under this Agreement. Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the description of services (Article II) contained herein.
- F. The Vendor further guarantees that any costs incurred pursuant to this Agreement shall not be included or allocated as a cost of any other federal, State, or locally financed program in either the current or a prior period.
- G. The Vendor and any subcontractor shall maintain an accounting system and supporting records adequate to assure that claims for funds are in accordance with applicable State and federal requirements. Such supporting records shall reflect all direct and indirect costs of any nature expended in the performance of this Agreement and all income from any source.
- H. The Vendor agrees to retain all books, records, and other documents relative to this Agreement for five (5) years after final payment, unless necessary for an unresolved federal or state audit. The Buyer, its authorized agents, and/or federal auditors shall have full access to and the right to examine any of said materials during said period. In the event of an audit exception due to the Vendor's fault, the Vendor shall provide full restitution of any funds improperly expended.
- I. The Vendor shall permit representatives authorized by the Buyer to conduct reviews of its operations including, but not limited to, examinations of facilities and records and meetings with any staff directly or indirectly involved in the operations relevant to this Agreement. Such reviews may occur as often as deemed necessary by the Buyer and may be unannounced.
- J. Any information obtained by the Vendor concerning applicants and clients pursuant to this Agreement shall be treated as confidential. Use and/or disclosure of such information by the Vendor shall be limited to purposes directly connected with the Vendor's responsibilities under this Agreement.

It is further agreed by both parties that this information shall be safeguarded in accordance with the provisions of Title 63.2 of the Code of Virginia (1950), as amended, and any other relevant provisions of State and federal law.

- K. No fees shall be imposed by the Vendor other than those set by the Commonwealth of Virginia Department of Social Services as described in the Commonwealth of Virginia Comprehensive Annual Plan for Social Services.
- L. Neither the Vendor nor any subcontractor shall discriminate against employees or applicants for employment, or deny any individual any service or other benefit provided under this Agreement because of age, race, color, religion, sex, or national origin. Additionally, the Vendor and all subcontractors shall comply with all requirements of the National Civil Rights Act of 1964, as amended, and with Section 504 of the Rehabilitation Act of 1973, and any amendments thereto.

- M. The Vendor does hereby agree to indemnify and hold harmless the Buyer from any and all claims for damages, either in law or in equity, directly or indirectly, arising out of or by virtue of the actions or inactions of the Vendor or its agents, servants, or employees in connection with this Agreement. Neither the Vendor its/his/her employees, assignees or subcontractors shall be deemed employees of the Commonwealth of Virginia Department of Social Services or of the Buyer while performing under this Agreement.
- N. 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 the public authorities, or delays or defaults of public carriers that cannot be reasonably forecast or provided against.
- O. If a dispute arises concerning the provision of services under the terms of the Agreement that is not settled by negotiations, the Vendor shall receive a written decision from the Authorized Representative of the Buyer. The decision of the Authorized Representative of the Buyer shall be final unless within thirty (30) calendar days of receiving the decision, the Vendor appeals to the Commonwealth of Virginia Department of Social Services for review of the Buyer's findings. This provision shall not preclude the Vendor from exercising any rights under law for failure of the Buyer to comply with the terms of this Agreement.
- P. The Buyer may terminate this Agreement upon 30 days' written notice to the other party. Upon this termination for convenience, the Vendor shall be paid only for those additional fees and expenses incurred between notification of termination and the effective date of termination that are necessary for curtailment of its/his/her work under this Agreement. In the event of breach by the Vendor of this Agreement, the Buyer shall have the right, immediately, to rescind, revoke or terminate the Agreement. In the alternative the Buyer may give written notice to the Vendor specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Vendor has not substantially corrected the breach within 15 days of receipt of the written notice, the Buyer shall have the right to terminate this Agreement. In the event of rescission, revocation, or termination, all documents and other materials related to the performance of this Agreement shall become the property of the Commonwealth of Virginia. Upon written notice of default to the Vendor, the Buyer may revise the whole or any part of the Agreement and recollect from the Vendor any funds paid by the Buyer that are related to the Vendor's failure to comply.
- Q. Any reports, studies, photographs, negatives, or other documents prepared by the Vendor in the performance of its obligations under this contract shall be the exclusive property of the Buyer and all such materials shall be remitted to the Buyer by the Vendor upon completion, termination or cancellation of this contract. The Vendor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the Vendor's obligations under this contract without the prior written consent of the Buyer.
- R. Equipment purchased under the terms of this Agreement shall be limited to equipment indicated in the attached budget and to purchases having a unit cost of less than five hundred dollars (\$500.00). Equipment purchased under this contract shall be retained by the Buyer during the period of performance of the contract and until transferred to the Vendor upon request to the Buyer. No depreciation or use charges on equipment purchased under this contract shall be claimed on this or any future contract with the Commonwealth of Virginia or any of its agents.
- S. In the event the Buyer becomes unable to honor this Agreement for causes beyond the Buyer's reasonable control, including but not limited to failure to receive promised revenue from federal, State

or local governmental sources or donor default in providing matching funds, the Buyer may terminate or modify this Agreement as necessary to avoid delivery of service for which the Buyer cannot make payment. The Buyer shall, upon cognizance of any donor default, notify the Vendor immediately.

ARTICLE II - Description of Services

The Vendor shall provide the services in a time frame, manner and at locations described in detail below:

ARTICLE III - Reports

- A. The Vendor shall produce the following reports of activities which shall include progress in the performance of services.
- B. The Vendor shall immediately submit a written report to the Buyer indicating significant deviations from anticipated progress and/or problems associated with the delivery of services as agreed to by the Buyer and Vendor. Such report shall identify the deviations and/or problems, whether anticipated or actual, the effects of such on the performance under this Agreement, and a proposed plan for resolution.
- C. The Vendor shall produce the following fiscal and statistical reports.
- D. The Vendor agrees to provide additional reports that the Buyer may request by written notice to the Vendor.

ARTICLE IV - Compensation and Method of Payment

- A. Compensation to the Vendor for delivered services shall be as follows:
- B. All revenue from the sale of products derived through activities performed pursuant to this Agreement shall be reported to the Buyer and shall be applied as an adjustment to defray costs for the Buyer.
- C. The invoice period shall be _____. The Vendor shall invoice the Buyer each invoice period on forms supplied by the Buyer, and shall submit an invoice showing no services delivered if that is the case in any invoice period. The Buyer shall not be obligated to pay for services when the Vendor fails to submit an invoice for such services within forty-five (45) calendar days after the close of the invoice period in which services were delivered. Invoices that are correct and are received by the Buyer within forty-five (45) calendar days after the close of the invoice period shall be processed and paid no later than _____ calendar days after the close of the invoice period. Those invoices received later shall be processed and paid with the next invoices.
- D. If the Vendor fails to correctly provide any services and/or reports as specified in this Agreement, and in the time period specified herein, the Buyer may withhold payment of invoices until said services and/or reports are provided. All services provided by the Vendor pursuant to this contract shall be performed to the satisfaction of the Buyer, and in accord with applicable federal, state and local laws, ordinances, rules and regulations. The Vendor shall not receive payment for work found by the Buyer to be unsatisfactory, or performed in violation of federal, state, or local laws, ordinances, rule or regulation.
- E. If the Vendor is a donor who exercises the option to submit donations with invoices and subsequently fails to submit the correct donation with any invoice, it shall not have that invoice paid until the next invoice payment period following the submission of the correct donation.

F. Invoices are to be submitted to the Buyer at the following address.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by these duly authorized officials:

Authorized Representative of Vendor

Authorized Representative of Buyer

Title

Title

Date

Date

This Agreement is effective only with the approval of an Authorized Representative of the Commonwealth of Virginia Department of Social Services as indicated by the signature below:

Authorized Representative of Commonwealth of
Virginia Department of Social Services

Title

Date

INSTRUCTIONS FOR THE ADMINISTRATIVE SUPPORT AGREEMENT

FORM NUMBER - None

PURPOSE - This agreement format defines the terms, conditions, and services to be purchased.

USE - The agreement is prepared by the Buyer and/or Vendor when they have completed negotiations regarding the services to be provided and the price of such services.

PROCEDURES - Each section of the Agreement must be completed in detail. Any material that is included as an attachment or addendum should be specifically identified and referenced in the body of the agreement in order for its contents to be incorporated as part of the agreement.

An unsigned draft of the agreement shall be submitted by the local welfare agency to the appropriate Regional Purchase of Services Coordinator a minimum of 60 days prior to the proposed effective date of the agreement.

The finalized agreement must be signed by all parties prior to the effective date of the agreement.

NUMBER OF COPIES - This agreement is prepared with an original and two copies. The original and one copy shall have original signature.

DISPOSITION - The signed original is kept by the Buyer and a copy by the Vendor. The Vendor's copy shall have original signatures. The third copy is for the Purchase of Services Unit, Central Office.

ORDERING - This is a sample format. It should be re-typed with appropriate information completed in accordance with the following instructions.

INSTRUCTIONS FOR COMPLETING FORM -

THIS AGREEMENT . . . - Enter the name of the local welfare agency in the first blank and the name and address of the vendor from which services are being purchased in the second blank.

WHEREAS . . . - Enter the beginning day, month and year of the agreement in the first blanks and the ending day, month, and year of the agreement in the remaining blanks.

IN CONSIDERATION . . . - Enter the maximum amount of the agreement in words in the first blank. Enter this amount in numerals in the parentheses. In the remaining space briefly summarize the service to be provided.

ARTICLE II - Description of Services - This article shall include what is to be provided, how it is to be provided, when it is to be provided, where it is to be provided, and the staff responsible for service provision.

It shall provide a detailed description of the services to be performed including:

1. the specific services that will be delivered, definitions of the services and the scope of work expected;
2. the methods of service provision and specific procedures that will be utilized for each function, e.g., recruiting, training, advertising;
3. any quantitative measures of the services to be performed;
4. the expected quality of the services to be performed and/or the anticipated end result of service provision;
5. the standards and evaluation methodology that will be used to determine whether quality expectations have been met and the work performed is acceptable;
6. the names, training, education, and job description of personnel involved in service delivery;
7. any performance standards, guidelines and/or criteria that will be applied to personnel;
8. equipment and resources that will be necessary to provide the services being purchased;
9. any specific buyer and/or vendor responsibilities not included in Article I; and
10. the details of any provisions for subcontracting.

It shall provide a detailed time frame to include:

1. a schedule for the performance of services including the date that any deliverable items, such as written documents, will be provided. A work plan indicating activities and target dates for each should be used;
2. ongoing service provision should be specified; and
3. goals and objectives of services under the Agreement should be defined.

It shall provide information on locations to include:

1. the geographic boundaries of service provision; and
2. the street addresses of facilities to be used in service provision.

ARTICLE III - Reports -

A - This section shall list and describe all reports of performance and progress in delivery of services required under this agreement. The time schedule for submission of periodic reports and format for each must be described.

C - This section shall identify and describe the fiscal and statistical reports required under this agreement to include:

1. the time schedule for submitting each report and the format for each report
2. the required data for a fiscal report to substantiate costs before invoices are paid by the Buyer
 - (a) For a Fixed Unit Price Agreement - the number of units actually delivered and any documentation required to substantiate the number of units delivered
 - (b) For a Cost Reimbursement Agreement - the reporting requirements for documentation to substantiate costs for delivering services and the reporting requirements for documentation of performance
3. the required data for any statistical reports that may be required.

ARTICLE IV - Compensation and Method of Payment -

A - This section shall specify whether this agreement is fixed price or cost reimbursable:

1. For fixed price agreements it shall specify:
 - (a) the format of invoices
 - (b) the payment to be utilized, e.g., a fixed amount will be paid in either equal installments, in specified amounts as items are delivered, for units actually delivered, or in full at the end of performance of the agreement
2. For cost reimbursable agreements it shall specify:
 - (a) the format of invoices
 - (b) actual expenditures are to be invoiced pursuant to approved line item categories and documentation of expenditures will be provided
3. For public and private non-profit vendors the inclusion of a line item budget as an attachment should be indicated. Specify that deviations of more than 10% of budgeted line items must be reported immediately to the buyer.

B - Specify the invoice period in the first blank. In the second and third blanks, fill in the appropriate number of calendar days. The buyer shall determine the last day that invoices can be received and still be paid in the determined invoice-paying period.

F - Specify the address where invoices are to be submitted.

AUTHORIZED REPRESENTATIVE OF VENDOR - This individual should be authorized through his/her position or documented delegated authority to obligate the vendor in a contractual relationship.

TITLE - Enter the person's business title.

DATE - Enter the date of the signature.

AUTHORIZED REPRESENTATIVE OF BUYER - This individual should be authorized through his/her position or documented delegated authority to obligate the buyer in a contractual relationship.

TITLE - Enter the person's business title.

DATE - Enter the date of the signature.

AUTHORIZED REPRESENTATIVE OF COMMONWEALTH OF VIRGINIA DEPARTMENT OF SOCIAL SERVICES - The authorized Regional Office staff person signs agreements that are under \$5,000, and the authorized Central Office staff person signs agreements that are over \$5,000.

TITLE - Enter business title.

DATE - Enter date of the signature.

AMENDMENT TO ADMINISTRATIVE SUPPORT AGREEMENT
(Sample Format)

This Amendment to the Agreement between _____,
hereinafter referred to as the "Buyer," and _____,
hereinafter referred to as the "Vendor" for _____ (Service) _____
shall become effective in conjunction with, and incorporated as a part of said Agreement between the Buyer
and Vendor.

Now, therefore, it is hereby agreed and covenanted that the aforementioned Agreement shall be amended in
the following manner:

In all other respects the Agreement between the Buyer and the Vendor effective the _____ day
of _____, _____, and terminating the _____ day of _____, _____,
is to remain in full force and effect and is specifically included herein by reference.

In witness whereof, the parties have executed this amendment as specified below this _____ day of
_____, _____.

Authorized Representative of Vendor

Authorized Representative of Buyer

Title

Title

Authorized Representative of Commonwealth of Virginia
Department of Social Services

Title

INSTRUCTIONS FOR AMENDMENT TO ADMINISTRATIVE SUPPORT AGREEMENT

FORM NUMBER - None

PURPOSE - The amendment modifies the terms, conditions, and/or services to be provided as defined in an Administrative Support Agreement.

USE - The amendment is prepared by the buyer and/or vendor when agreement is reached that changes in the original agreement are required.

PROCEDURES - An unsigned draft of the amendment shall be submitted by the local agency to the appropriate Regional Coordinator at least 30 days before the effective date of the amendment.

NUMBER OF COPIES - The amendment is prepared with an original and two copies. The original and one copy shall have original signatures.

DISPOSITION - The signed original of the amendment is attached to the referenced agreement retained by the buyer. A copy of the amendment with original signatures is attached to the vendor's copy of the agreement. The third copy is attached to the appropriate agreement retained by the Purchase of Services Unit, Central Office.

ORDERING - The amendment shown is a sample format and it may not be ordered.

INSTRUCTIONS FOR PREPARING FORM

THIS AMENDMENT. . . - Enter the name of the local welfare agency in the first blank and the name and address of the vendor from which services are being purchased in the second blank.

FOR . . . - Enter the summarized description of the service the vendor is providing that appears on the first page of the original agreement.

IN THE FOLLOWING MANNER . . . - Each modification to be made should be referenced individually. The original section of the agreement should be cited followed by a description of the change being made.

EFFECTIVE . . . - Enter the commencement and termination dates of the original Administrative Support Agreement.

AS SPECIFIED BELOW . . . - Enter the date that the amendment is signed.

AUTHORIZED REPRESENTATIVE OF THE VENDOR - This individual should be authorized through his/her position or documented delegated authority to obligate the vendor in a contractual relationship.

TITLE - Enter the person's business title.

AUTHORIZED REPRESENTATIVE OF BUYER - This individual should be authorized through his/her position or documented delegated authority to obligate the buyer in a contractual relationship.

TITLE - Enter the person's business title.

AUTHORIZED REPRESENTATIVE OF COMMONWEALTH OF VIRGINIA DEPARTMENT OF SOCIAL SERVICES - The appropriate authorized Department of Social Services staff person signs the amendment.

TITLE - Enter the person's business title.

VOLUME VII
SECTION I

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I. DEFINITIONS

"Authorized representative" means any individual the claimant has requested to assist in his/her appeal.

"Claimant" means a person who has filed an appeal with the department.

"Department" means the Virginia Department of Social Services.

II. LEGAL BASE

If a person is not satisfied with agency action, he/she has the right to appeal. This right is based on the Supreme Court decision in Goldberg v. Kelly, 397 U.S. 254 (1970); Code of Virginia, Section 63.2-517; and State Board Policy. Time frames and procedures for appeals are different for Child Protective Services (CPS). The CPS legal base is 63.2-1526 and is found in Volume VII, Section III, Chapter A, Protective Services.

III. INTRODUCTION

This chapter explains the appeal process open to dissatisfied applicants and customers. It covers the grounds for appeal, the procedures to be followed for a Conference, Hearing, and State Board Review, and the responsibilities of the persons involved. This process applies to all appeals whether federal, State or local-only funds are involved. (See Code of Virginia, Section 63.2-517.)

IV. NATURE OF APPEAL

Any applicant, recipient, or that individual's authorized representative may appeal agency action. He/she may be applying for or already receiving services, either direct or purchased. After the person has appealed, he/she is referred to as the "claimant." The claimant has the right to appeal an agency's action, proposed action, or lack of action.

A. Grounds for Appeal

The claimant has the right to appeal agency action which can include but is not limited to the following:

1. Denial of a service application;
2. Failure to determine eligibility within 45 days from the date the application is received by the agency;

3. Denial, termination, suspension, or reduction of services;
4. Failure to notify recipient of termination, suspension, or reduction of service; or
5. Reduction in assistance check and/or food stamp allotment determined by failure to meet the requirements of the Employment Services Program. (Appeals are processed by the **eligibility worker and the employment services worker**. Both are required to attend the hearing.) For further information on appeals in the Employment Services Program, see Volume VII, Section II, Chapter C, Employment Services.

B. Levels of Appeal

There are three levels of appeal:

1. Conference - administered by the local agency;
2. Hearing - evaluated by the Manager, Appeals and Fair Hearings; and
3. State Board Review - evaluated by the Manager, Appeals and Fair Hearings

V. CONFERENCE PROCEDURES

The service worker should encourage the customer to request a Conference if the customer indicates he/she wants to appeal.

The Conference is an informal opportunity for the claimant and agency to discuss the problem. The issue should be resolved at this level whenever possible.

If not satisfied, the claimant can appeal to the Manager, Appeals and Fair Hearings, in the State Department of Social Services.

A. Claimant Responsibilities

1. The claimant may request a Conference orally or in writing to the worker or supervisor.
2. The Conference must be requested within 10 days of the effective date of the Notice of Action. The claimant must have at least 10 days prior to the effective date of the Notice of Action to request a conference.

conference. (Note: In the Employment Services Program, it may be a Notice of Adverse Action from Benefit Programs.)

3. At the Conference the claimant should discuss his/her situation and any information on which the disagreement is based.
4. The claimant may represent himself/herself or be represented by a relative, friend, or legal counsel.

B. Agency Responsibilities

1. The Conference must be held within 10 working days from the date of request.
2. Services or service payment must continue in original amount until decision is made.
3. The Conference must be held at a time and place mutually convenient for the claimant and the agency.
4. The agency must provide transportation, if needed.
5. The agency must explain why the proposed action is being taken.
6. A decision must be made at the end of the Conference, and the claimant must be informed while he/she is present.
7. If the agency decides to change the original action, it must inform the claimant of that change in writing.
8. If the claimant is not satisfied with the results of the agency conference, he/she can appeal to the Manager of Appeals and Fair Hearings at the department. The agency is responsible for informing the claimant about hearing procedures. The agency should assist the claimant through the process. If claimant's services were continuing through the Conference, then services must continue, without a break, until a decision is rendered from the hearing.

VI. HEARING PROCEDURES

A. Appeal to Manager of Appeals and Fair Hearings

The claimant can appeal to the Manager of Appeals and Fair Hearings at the department instead of or after the Conference.

1. Claimant Responsibilities

- a. The appeal must be made within 30 days after the original Notice of Action was mailed or given in person.

This time limit may be extended by the Manager of Appeals and Fair Hearings, if deemed appropriate.

- b. If the appeal is made within 10 days of the effective date of the Notice of Action, services must continue. The claimant must have at least 10 days prior to the effective date of the Notice of Action to appeal. (See section on Continuation of Services.)

- c. If the agency failed to give written notice, or if the notice was not adequate, the appeal must be made within 30 days of the effective date of the action.

- d. The effective date of the appeal request is the date of postmark **or date of delivery if delivered in person.**

- e. An appeal must be requested, in writing, by:

- 1) A letter, or;
- 2) The State form, Request for Service Appeal (032-02-102/5).

- f. Request must be mailed to the:

Manager of Appeals and Fair Hearings
Division of Management and Customer Services
Virginia Department of Social Services
730 East Broad Street
Richmond, VA 23219-1849

2. Manager of Appeals and Fair Hearings Responsibilities
 - a. Refer the appeal to the appropriate hearing officer who reviews the appeal and contacts the local agency to confirm it.
 - b. The hearing officer evaluates and reaches a decision on the appeal in one of the following ways:
 - 1) By ruling the appeal invalid and denying a hearing. This happens when the claimant does not have the right to appeal or the time limits were not followed.
 - 2) By ruling the appeal valid, but denying a hearing and instructing the agency to take corrective action. This happens when it is clear the agency acted incorrectly and the problem can be solved without a hearing.
 - 3) By ruling the appeal valid and granting a hearing.
 - c. The hearing officer sends written notice to claimant and local agency of disposition of the appeal.
 - d. The hearing manager reviews decisions made by the hearing officer. As a result of the review and/or request for review, the hearing manager may:
 - 1) Uphold the hearing officer's decision;
 - 2) Recommend that the hearing officer review his/her decision;
 - 3) Recommend that the hearing officer consider having a rehearing conducted by another hearing officer, or;
 - 4) Have the decision reviewed by the State Board of Social Services.
 - e. The agency or claimant may request that the hearing manager have the hearing officer's decision reviewed by the State Board of Social Services.

B. The Hearing

The claimant and agency present their cases to an impartial hearing officer from the Virginia Department of Social Services. A decision is made based on whether or not the local agency followed policy.

If either party is dissatisfied with the hearing officer's decision, he/she may request a review by the State Board.

1. Claimant Responsibilities

- a. The claimant may present his/her own case or have an authorized representative do so, and the claimant may bring witnesses.
- b. The claimant may examine all documents and records used at the hearing.

Upon written request by claimant or representative, he/she must be given an opportunity to examine the entire service record.

There are certain limitations addressed in the Virginia Privacy Protection Act (see Code of Virginia, Section 2.2-3800A) which should be reviewed when the agency is preparing for a hearing. Also see Volume VII, Section I, CHAPTER H, Intake and Case Management, page 3 on confidentiality.

- c. The claimant may establish pertinent facts and present arguments.
- d. The claimant may question or refute testimony or evidence.
- e. The claimant may confront or cross-examine witnesses.

2. Agency Responsibilities

- a. Prior to the Hearing
 - 1) The agency may continue services or service payment pending the hearing officer's decision according to policy in this chapter, Continuation of Services.
 - 2) The agency must notify claimant, in

writing, if services will not continue pending the hearing officer's decision.

- 3) The agency must make appropriate adjustments, if warranted, in eligibility status or service payment if necessitated by a change in the claimant's situation during the Appeal Process before the hearing decision is rendered.

If changes are needed, the Notice of Action must be mailed or given in person.

- a) If the claimant fails to appeal this advance notice of additional change, services or service payments **will** be adjusted according to the circumstances.
 - b) Report any changes in the claimant's situation to the hearing officer.
- 4) The agency must prepare a Summary of Facts regarding the appeal situation. This must be sent to the hearing officer and claimant at least five days before the hearing. The summary should include a statement of agency action and identifying information as follows:
 - a) Name of local agency;
 - b) Name, address, and case number of claimant;
 - c) Persons included in the family unit, and/or payment authorization;
 - d) Other persons in the household, including name, age, relationship;
 - e) Living arrangements of claimant;
 - f) Type of service/service payment authorization, name and address of provider, relationship to claimant;
 - g) Amount of service/service payment authorization, number of hours or service units authorized, and period

covered by authorization;

- h) Date of request and reason for appeal;
Claimant's own words in requesting hearing must be quoted;
- i) Description and date of agency action or inaction;
- j) If Conference was held, a summary of results;
- k) Citation and quotation from appropriate policy on which agency action was based;
- l) A statement if service/service payment is continuing, in original amount, during appeal process. Give details if provider was changed;
- m) If agency error or negligence was involved, an explanation;
- n) Signature of Superintendent/Director of local agency and date; and
- o) Documentation to be used at the hearing. Documents prepared after the Summary shall also be sent to the hearing officer and claimant prior to the hearing.

The agency must provide transportation for the claimant to attend the hearing, if it is needed.

- 5) The agency must assist the claimant to prepare his/her case, if needed.

b. Presenting the Case

- 1) The agency can discuss, clarify, and/or modify statements contained in its summary.
- 2) The agency's case may be presented by the:
 - a) Service worker/supervisor;
 - b) Superintendent/director, or;

c) Legal counsel.

3) The agency can question the claimant, representative, or witnesses.

c. Implementing Decision

The agency must take action to implement the hearing officer's decision on the date the written decision is received in the local agency.

3. Hearing Officer's Responsibilities

a. Scheduling the Hearing

1) The hearing must be held and decision made within 60 days of date request for appeal was postmarked.

2) The hearing must be conducted at a time, date, and place convenient to the claimant.

a) The claimant may request that the hearing be rescheduled if it is inconvenient or needs to be extended for good cause. The extension must be approved by hearing officer or Manager of Appeals and Fair Hearings.

b) If the claimant fails to appear at the hearing, the hearing officer writes to the claimant giving him/her an opportunity to explain.

The hearing may be rescheduled if claimant has justification for absence.

3) Group Hearing Option

If there are several appeals with one common issue, the hearing officer can schedule a group hearing. Group hearings are allowed provided that:

a) The common issue is one of State or federal law or policy;

b) All policies governing hearings are

followed, and;

- c) Each individual claimant or authorized representative is permitted to present his/her own case.
- 4) The hearing officer must notify, in writing, claimant, local agency, and Manager of Appeals and Fair Hearings of the hearing date, time, and place, at least 10 days before the hearing.
- b. Presiding over the Hearing
 - 1) The hearing officer is responsible for:
 - a) Designating who may attend the hearing;
 - b) Creating a non-judicial atmosphere;
 - c) Arriving at the facts of the case; and
 - d) Recessing or continuing the hearing on another date, if necessary.
 - 2) An issue, other than the one being appealed, may be introduced with the local agency and claimant in agreement.
 - 3) The hearing officer can request further medical assessments by someone other than the physician making the original assessment.
- c. Evidence Received After the Hearing
 - 1) If either the claimant or the agency requests the opportunity to present additional evidence, it is within the discretion of the hearing officer whether or not to grant the request and under what conditions.
 - a) The additional evidence should not be new information but should be evidence to refute evidence presented by the other side which they would not reasonably have been expected to be prepared for at the hearing.

- b) The hearing officer shall consider whether the additional evidence will impact the decision, if it is allowed to be presented.
 - c) The request to present additional evidence must be fundamentally fair to both sides.
- 2) The hearing officer may set ground rules and time limits for presenting the additional evidence at the time the request is granted.
- a) The hearing officer may reconvene the hearing at a later date depending on the nature of the additional evidence.
 - b) Copies of the evidence must be provided to both sides before the hearing, if possible.
 - c) The only matter to be heard at the reconvened hearing would pertain to the additional evidence.
 - d) If the hearing is not recommended, copies of the evidence must be mailed to both sides to give each a chance to respond.
 - e) If the claimant presents the additional evidence, he/she should waive the 60-day time limit for rendering a decision.
 - f) If the local agency presents additional evidence, the 60-day time limit for rendering a decision remains in effect unless it is clearly the claimant's fault that the local agency was unable to present the needed evidence at the hearing.
- 3) The hearing officer may also on his/her own decide that additional evidence is necessary, such as another medical evaluation.

- a) The hearing officer may request the claimant or local agency to obtain the evidence or independently collect the evidence within a specified amount of time.
 - b) The hearing officer should see that copies of the evidence are provided to both sides, if the claimant or agency does not do so.
- d. Hearing Decision
- 1) The hearing officer does not render a decision at the hearing.
 - 2) Claimant and/or authorized representative, local agency, and Manager, Appeals and Fair Hearings, are notified, in writing, of decision. The notification must include:
 - a) Substance of the hearing;
 - b) The findings;
 - c) Conclusions;
 - d) Decision, and;
 - e) Recommendation, if any.
 - 3) The decision is based on whether or not the agency followed policy and procedures.
 - 4) The decision is also based only on the information introduced at the hearing, except when additional medical information is requested.
 - 5) The hearing officer can order the agency to make corrective service payments which can be retroactive to the date incorrect action became effective.

VII. STATE BOARD REVIEW PROCEDURES

A. Appeal to Manager of Appeals and Fair Hearings

The claimant or local agency may submit a request to the hearing manager for the hearing officer's decision to be reviewed by the State Board. This is the final review in the appeal process. A case cannot be reviewed by the State Board of Social Services unless there was a Hearing.

1. Claimant Responsibilities
 - a. When the claimant disagrees with the decision, he/she must request the review within 10 days after the date of the hearing officer's decision.
 - b. The request must be in writing to the Manager of Appeals and Fair Hearings.
 - c. The claimant should explain why he/she feels the decision should be reviewed.
2. Agency Responsibilities
 - a. The local agency must request the review within 10 days after the date of the hearing officer's decision.
 - b. The request must be in writing to the Manager of Appeals and Fair Hearings.
 - c. The local agency must explain why it feels the hearing officer judged incorrectly.
3. Manager of Appeals and Fair Hearings Responsibilities
 - a. The request for a review by State Board is evaluated by the Manager of Appeals and Fair Hearings.
 - b. If the request is made within time limits, the case information is submitted to a committee of three Board members. Case information includes:
 - 1) Original appeal request;
 - 2) Summary of Facts;
 - 3) Hearing officer's decision, and;
 - 4) Manager of Appeals and Fair Hearings recommendation.

B. The State Board Review

1. State Board Responsibilities

- a. The committee of State Board members reviews the Manager of Appeals and Fair Hearings recommendation and decides based upon whether the agency followed policies and procedures and:
 - 1) Whether or not to accept the Manager of Appeals and Fair Hearings recommendation, or
 - 2) Whether or not to discuss the case with full Board at its next meeting.
- b. The State Board notifies the Manager of Appeals and Fair Hearings of its decision.
- c. Since its decision is final, the State Board will not review its decision again, unless new evidence is presented within a reasonable amount of time to the Manager of Appeals and Fair Hearings.

2. Manager of Appeals and Fair Hearings Responsibilities

- a. The Manager of Appeals and Fair Hearings must send State Board's decision to claimant, local agency, and hearing officer, in writing.
- b. If new evidence is presented within a reasonable amount of time, the Manager of Appeals and Fair Hearings can decide to resubmit the case to State Board for reconsideration.

C. Judicial Review

The claimant has the right to judicial review of the decision of the State Board.

VIII. CONTINUATION OF SERVICES

- A. Service and/or service payment must continue if the claimant appeals within 10 days of the effective date of the Notice of Action. This applies to requests for:

1. Conferences, or;
 2. Appeals to Manager of Appeals and Fair Hearings.
- B. Service and/or service payment must also continue if agency failed to give a required notice or if the notice was not adequate, and the claimant filed an appeal within 30 days after action is effective.
- C. Service or service payment must continue in the original amount. Services must continue without a break, if at all possible.

If a provider of purchased services fails to continue providing services, the local agency must make an effort to locate a replacement. The amount of services approved originally must continue.

- D. Services or service payment must continue until:
1. The agency makes a decision at the Conference, if one was held, and the claimant does not appeal to the Manager of Appeals and Fair Hearing, or;
 2. The date the written decision made by the hearing officer at the Hearing is received by the local agency, **if it supports the agency's action.**
- E. Services or service payment will not continue pending a Review by State Board.

IX. OTHER DISPOSITIONS OF APPEAL

Such dispositions must be entered in the case record:

A. Withdrawn

Request for withdrawal must be in writing to the Manager of Appeals and Fair Hearings by claimant or authorized representative.

B. Abandoned

If claimant or representative fails to appear at the time and place scheduled for the Hearing, without good cause, appeal is terminated. Hearing officer may reschedule if claimant had good cause.

C. Death of Claimant

Agency must notify Manager of Appeals and Fair Hearings if claimant dies.

X. AVAILABILITY OF ALL HEARING DECISIONS

Appeal decisions from the Conference, Hearing, and State Board Review must be accessible, upon request, to the public. Limitations addressed by the Virginia Privacy Protection Act and the Freedom of Information Act of Virginia must be followed for all information requests (See Volume I, Chapter A.)

REQUEST FOR SERVICE APPEAL FORM - FRONT

REQUEST FOR SERVICE APPEAL FORM - BACK

UNDER REVISION WITH NEW CODE CITATIONS

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LEGAL BASE

Statutory Authority: "'63.1-25 and 63.1-56 of the Code
of Virginia.

Title of Regulation: VR 615-50-1. Standards and Regulations for
Agency Approved Providers

State Board of Social Services: Final approval granted on
March 21,

1985, for regulations to be effective July 1,
1985. Approval on revised changes granted on
November 20, 1986, to be effective April 1,
1987. Text of regulations is provided in
capital letters.

Virginia Register of Regulations: Final publication on May 13,
1985; revised final publication on December 22, 1986.

PART I DEFINITIONS

'1.1 THE FOLLOWING WORDS AND TERMS, WHEN USED IN THESE
REGULATIONS, SHALL HAVE THE FOLLOWING MEANING, UNLESS THE
CONTEXT CLEARLY INDICATES OTHERWISE:

"ADOPTIVE PARENT(S)" MEANS A PROVIDER WHO GIVES PARENTAL
CARE AND ESTABLISHES PERMANENT FAMILY RELATIONSHIPS FOR
CHILDREN IN THE PROVIDER'S HOME FOR PURPOSES OF ADOPTION.
STANDARDS APPLY TO ADOPTIVE PARENTS UNTIL THE FINAL ORDER OF
ADOPTION IS ISSUED.

"ADULT" MEANS ANY INDIVIDUAL 18 YEARS OF AGE OR OVER.

"ADULT DAY CARE PROVIDER" MEANS A PROVIDER WHO GIVES
PERSONAL SUPERVISION FOR UP TO THREE ADULTS FOR PART OF A
DAY. THE PROVIDER PROMOTES SOCIAL, PHYSICAL AND EMOTIONAL
WELL-BEING THROUGH COMPANIONSHIP, SELF-EDUCATION AND
SATISFYING LEISURE TIME ACTIVITIES. DAY CARE FOR MORE THAN
THREE ADULTS REQUIRES LICENSURE BY THE VIRGINIA DEPARTMENT
OF SOCIAL SERVICES.

"ADULT FOSTER/FAMILY CARE PROVIDER" MEANS A PROVIDER WHO
GIVES ROOM AND BOARD, SUPERVISION AND SPECIAL SERVICES FOR
UP TO THREE ADULTS UNABLE TO REMAIN IN THEIR OWN HOME
BECAUSE OF A PHYSICAL/MENTAL CONDITION OR AN
EMOTIONAL/BEHAVIORAL PROBLEM. CARE PROVIDED FOR MORE THAN
THREE ADULTS REQUIRES LICENSURE BY THE VIRGINIA DEPARTMENT
OF SOCIAL SERVICES.

"AGENCY" MEANS THE LOCAL WELFARE/SOCIAL SERVICE AGENCY.

"ASSISTANT" MEANS ANY INDIVIDUAL WHO IS RESPONSIBLE TO ASSIST A PROVIDER IN CARING FOR CLIENTS.

"CHILD/CHILDREN" MEANS ANY INDIVIDUAL UNDER 18 YEARS OF AGE OR ANY INDIVIDUAL WHO IS IN THE CUSTODY OF A LOCAL WELFARE/SOCIAL SERVICE AGENCY AND IS 18 TO 21 YEARS OF AGE.

"CHILD PROTECTIVE SERVICE CENTRAL REGISTRY" MEANS THE CENTRALIZED SYSTEM IN VIRGINIA FOR COLLECTING INFORMATION ON COMPLAINTS AND DISPOSITIONS OF CHILD ABUSE AND NEGLECT.

"CHORE PROVIDER" MEANS A PROVIDER WHO PERFORMS NON-ROUTINE, HEAVY HOME MAINTENANCE TASKS FOR CLIENTS UNABLE TO PERFORM SUCH TASKS FOR THEMSELVES.

"CLIENT" MEANS ANY ADULT OR CHILD WHO NEEDS SUPERVISION AND/OR SERVICE AND SEEKS ASSISTANCE IN MEETING THOSE NEEDS FROM THE LOCAL WELFARE/SOCIAL SERVICE AGENCY.

"COMPANION PROVIDER" MEANS A PROVIDER WHO ASSISTS CLIENTS UNABLE TO CARE FOR THEMSELVES WITHOUT ASSISTANCE IN ACTIVITIES SUCH AS LIGHT HOUSEKEEPING, COMPANIONSHIP, SHOPPING, MEAL PREPARATION AND ACTIVITIES OF DAILY LIVING.

"CORPORAL PUNISHMENT" MEANS ANY TYPE OF PHYSICAL PUNISHMENT INFLICTED IN ANY MANNER UPON THE BODY OF A CHILD INCLUDING BUT NOT LIMITED TO HAND SPANKING, SHAKING A CHILD, FORCING A CHILD TO ASSUME AN UNCOMFORTABLE POSITION, OR BINDING A CHILD.

"FAMILY DAY CARE PROVIDER" MEANS A PROVIDER WHO GIVES CARE, PROTECTION, AND GUIDANCE FOR UP TO NINE CHILDREN WHO NEED TO BE AWAY FROM THEIR FAMILIES FOR PART OF A DAY. PROVIDERS CARING FOR SIX OR MORE CHILDREN MUST BE LICENSED BY THE VIRGINIA DEPARTMENT OF SOCIAL SERVICES UNLESS THEY ARE USED EXCLUSIVELY BY LOCAL AGENCIES.

"FOSTER PARENT" MEANS A PROVIDER WHO GIVES 24 HOUR SUBSTITUTE FAMILY CARE, ROOM AND BOARD, AND SERVICES FOR UP TO EIGHT CHILDREN COMMITTED OR ENTRUSTED TO LOCAL BOARDS OF SOCIAL SERVICES OR FOR WHOM SUPERVISORY RESPONSIBILITY HAVE BEEN DELEGATED.

"HOMEMAKER" MEANS A PROVIDER WITH HOMEMAKING SKILLS ACQUIRED THROUGH TRAINING AND/OR EXPERIENCE WHO GIVES INSTRUCTION IN OR, WHERE APPROPRIATE, PERFORMS ACTIVITIES SUCH AS PERSONAL CARE, HOME MANAGEMENT, HOUSEHOLD MAINTENANCE, CHILD REARING, AND NUTRITION, CONSUMER, OR HYGIENE EDUCATION.

"INFANT" MEANS ANY CHILD FROM BIRTH UP TO TWO YEARS OF AGE.

"IN-HOME DAY CARE PROVIDER" MEANS A PROVIDER WHO IS RESPONSIBLE FOR THE SUPERVISION AND CARE OF CHILDREN IN THE CHILD'S OWN HOME PART OF THE DAY WHEN THE PARENTS ARE AWAY.

"IN-HOME PROVIDER" MEANS AN INDIVIDUAL WHO WISHES TO OR DOES GIVE CARE IN THE HOME OF THE CLIENT NEEDING SUPERVISION AND/OR SERVICE.

"OUT OF HOME PROVIDER" MEANS AN INDIVIDUAL WHO WISHES TO OR DOES GIVE CARE IN THE INDIVIDUAL'S OWN HOME TO CLIENTS WHO ENTER THE HOME FOR PURPOSES OF RECEIVING NEEDED SUPERVISION AND/OR SERVICES.

"PARENT/GUARDIAN" MEANS THE BIOLOGICAL OR ADOPTIVE PARENT OR LEGAL GUARDIAN(S) OF A CHILD.

"RESIDENTIAL CARE" MEANS CARE PROVIDED FOR PURPOSES OF RECEIVING ROOM, BOARD, AND SERVICES ON A 24-HOUR BASIS.

"RESPONSIBLE PERSON" MEANS THE PARENT/GUARDIAN OF A CHILD OR AN INDIVIDUAL DESIGNATED BY OR FOR AN ADULT CLIENT.

' 1.2 AGENCY APPROVED PROVIDERS

THESE STANDARDS AND REGULATIONS ARE APPLICABLE TO THE FOLLOWING AGENCY APPROVED PROVIDERS:

A. OUT-OF-HOME PROVIDERS

1. ADOPTIVE PARENTS
2. ADULT DAY CARE PROVIDERS
3. ADULT FOSTER/FAMILY CARE PROVIDERS
4. FAMILY DAY CARE PROVIDERS
5. FOSTER PARENTS

B. IN-HOME PROVIDERS

1. CHORE PROVIDERS
2. COMPANION PROVIDERS
3. HOMEMAKERS
4. IN-HOME DAY CARE PROVIDERS

THESE STANDARDS AND REGULATIONS ARE NOT APPLICABLE TO PROVIDERS WHO ARE EITHER LICENSED BY THE VIRGINIA DEPARTMENT OF SOCIAL SERVICES OR APPROVED THROUGH AN ORGANIZATION LICENSED BY THE VIRGINIA DEPARTMENT OF SOCIAL SERVICES TO APPROVE SUCH PROVIDERS.

C. Licensed Providers

A licensed provider or a provider approved through a licensed agency may be used without the local agency determining compliance with these standards. Licensed providers include:

1. Family Day Care Homes
2. Family Day Care Systems
3. Child Placing Agency

' 1.3 Mixed Programs and Clients

- A. Approval of a provider for more than one type of care is permitted.
- B. The standards applicable to each specific type of care the provider wishes to give must be met.

PART II STANDARDS

' 2.1 STANDARDS FOR PROVIDERS AND OTHER PERSONS

A. AGE

1. CHORE AND COMPANION PROVIDERS SHALL BE AT LEAST 16 YEARS OF AGE.

2. ANY OTHER PROVIDER SHALL BE AT LEAST 18 YEARS OF AGE.
3. THE ASSISTANT SHALL BE AT LEAST 16 YEARS OF AGE.

B. CRIMINAL RECORDS

1. THE PROVIDER AND, FOR OUT-OF-HOME CARE, THE ASSISTANT, SPOUSE OF THE PROVIDER, AND ADULT HOUSEHOLD MEMBERS WHO COME IN CONTACT WITH CLIENTS SHALL IDENTIFY ANY CRIMINAL CONVICTIONS AND BE WILLING TO CONSENT TO A CRIMINAL RECORDS SEARCH.

a. Application

The Application for Agency Approved Provider, 032-02-138, requires the provider to identify any criminal convictions. The provider must sign the Application to indicate his/her willingness to consent to a search of criminal records.

b. Whose Record to Search

- (1) A statewide criminal record search must be done on the provider, any assistant, the spouse of the provider, and all other adult household members for adult foster/family care, child foster care or adoptions. This must be done regardless of the response about criminal records on the Application. These searches should be repeated at the time of renewal.
- (2) A criminal record search is encouraged for the provider for any other care. It is also encouraged for any assistant, the spouse of the provider and any adult household member who has any contact with clients for adult or family day care. These searches should be repeated at the time of renewal.

c. Information From Local Police Records

Local police have access to any available criminal history record information. The local agency

should explore what criminal record information is available through the local police. Information, if available, may be on local convictions only, on statewide convictions, or on convictions from other states. In exploring this question with local police, the local agency should also determine what authorization is necessary from the person whose record is being searched. Due to rules about dissemination or the effort involved in searching, the local police may not be willing to search statewide criminal history record information for the local agency.

d. Information From the Central Criminal Records Exchange

Virginia State Police maintain criminal history record information for arrests and convictions in Virginia. If the local police are not able or willing to conduct the statewide search, the Central Criminal Records Exchange should be queried by using the form entitled Criminal History Record Request, 032-02-140.

(1) Foster Parent or Adoptive Parent Applicants

By State Code ('19.2-389), a local agency can obtain, without cost, conviction and arrest information from the Central Criminal Record Exchange on Foster Parents or Adoptive Parents. No notarized statement is necessary. No fee is charged.

(2) All Other Providers and All Household Members To query the Central Criminal Record Exchange for providers (other than Foster Parents or Adoptive Parents), and all household members, the request must be notarized. No fee is charged.

e. Criminal Record Information From Other States

If not available through the local police, criminal record information on arrests and convictions occurring in other states may be obtained from the state where the provider or household member resided if the other state's law allows information to be disseminated.

2. THE PROVIDER AND, FOR OUT-OF-HOME CARE, THE ASSISTANT, SPOUSE OF THE PROVIDER, OR ADULT HOUSEHOLD MEMBERS WHO COME IN CONTACT WITH CLIENTS SHALL NOT HAVE BEEN CONVICTED OF A FELONY OR MISDEMEANOR WHICH JEOPARDIZES THE SAFETY OR PROPER CARE OF CLIENTS.

a. Information Received From the Central Criminal Record Exchange

- (1) If no record exists on the individual, the Central Criminal Records Exchange will stamp and return the form to indicate that.
- (2) If a record exists, the information furnished on a "rap" sheet will include identifying information, contributing agency, date of occurrence, charge, and disposition.
- (3) Information on Foster Parents and Adoptive Parents will include arrest as well as conviction information.
- (4) Information on all other providers and all household members will only include information on convictions.

- (5) The Central Criminal Records Exchange does not contain information on certain offenses. These include driving a motor vehicle, etc, while intoxicated; disorderly conduct; trespassing after being forbidden to do so; and class III and IV misdemeanors (such as gambling, slander, drunk in public, etc.).

b. Determining When Criminal Convictions Jeopardize Clients

- (1) A provider must be denied if the provider and, for out-of-home care, the assistant, spouse, or any adult household member who comes in contact with clients has been convicted of:
 - (a) murder;
 - (b) abduction for immoral purposes (Section 18.2-48);
 - (c) criminal sexual assault (Title 18.2-61, Chapter 4, Article 7);
 - (d) pandering (Section 18.2-355); or
 - (e) obscenity offenses (Section 18.2-374.1 or 18.2-379).
- (2) If care is being provided for children, a provider must be denied if the provider and, for out-of-home care, the assistant, spouse, or any adult household member who comes in contact with the children have been convicted of:
 - (a) failing to secure medical attention for an injured child (Section 18.2-371.1);
 - (b) crimes against nature involving children (Section 18.2-36);
 - (c) taking indecent liberties with children (Section 18.2-370 or 18.2-370.1); or
 - (d) neglect of children (Section 18.2-371)

- (3) The local agency will need to exercise judgment in the approval or denial of providers where convictions of other felonies and misdemeanors are found. The provider record should document the reasons for the approval or denial. No denial should be based solely on arrest information where no conviction has been made.

c. Confidentiality of Criminal Record Information

- (1) By State Code, criminal record information can only be used for the purpose intended. It must not be shared with anyone other than the

individual identified in the record. For example, conviction information on a household member cannot be shared with the provider. However, the provider could be told that he is being denied because this standard is not met.

- (2) By State Code ('19.2-389), however, information on Foster Parents or Adoptive Parents may be shared with a federal or state authority or court only if required to comply with a requirement in law for such dissemination.

C. CHILD ABUSE OR NEGLECT RECORD

1. THE PROVIDER AND, FOR OUT-OF-HOME CARE, ASSISTANT, SPOUSE OF THE PROVIDER AND ADULT HOUSEHOLD MEMBERS WHO COME IN CONTACT WITH CLIENTS SHALL CONSENT TO A SEARCH OF THE CHILD PROTECTIVE SERVICE CENTRAL REGISTRY IF CARE IS PROVIDED FOR CHILDREN.

a. Application

The Child Protective Services Release of Information Form, (032-02-141/1), is required for all adult household members who come in contact with clients to consent to a search of the central registry if care is provided for children.

b. When to Search

- (1) A search must be done for initial approval of a provider if care is provided for children.
- (2) A search may be repeated at the time of renewal. If a local agency has a good communication system between the CPS staff and staff approving providers, staff who approve providers should already be aware of any investigations done on approved providers.

c. Routine Search of Central Registry

- (1) A copy of the completed **Child Protective Services Release of Information Form, (032-02-141/1)**, is sent to the Central Office Child Protective Service Central Registry through courier service. The agency staff person should be sure that information on the application is legible and that the agency information is on it, **and the applicant signs the form before a notary public.**
- (2) Central Registry staff will check the provider(s) and other appropriate individuals to determine if the registry contains information. They will return the copy of the application with information on the findings on the **same** form.

d. Emergency Search of Central Registry

If an applicant is being considered for Emergency Approval (See '3.3), the local agency can request the search by telephone using the matrix code. **The Release of Information Form, (032-02-141/1), must then be forwarded to the Central Registry within five days.**

2. THE PROVIDER AND, FOR OUT-OF-HOME CARE, THE ASSISTANT, SPOUSE OF THE PROVIDER, OR ADULT HOUSEHOLD MEMBERS WHO COME IN CONTACT WITH CLIENTS SHALL NOT HAVE A FOUNDED OR REASON-TO-SUSPECT CHILD ABUSE OR NEGLECT RECORD IN THE CHILD PROTECTIVE SERVICE CENTRAL REGISTRY IF CARE IS PROVIDED FOR CHILDREN.

D. INTERVIEW, REFERENCES, AND EMPLOYMENT HISTORY

1. THE PROVIDER SHALL PARTICIPATE IN INTERVIEWS WITH THE AGENCY.

a. Out-of-home Providers

At least one interview with an out-of-home provider must occur in the provider's home (where care is to be given) at the time of the initial approval and at renewal. If 24-hour care will be given, all household members should be

interviewed.

b. In-home Provider

At least one interview with an in-home provider must be face-to-face at the time of initial approval and at renewal.

2. THE PROVIDER SHALL PROVIDE TWO REFERENCES FROM PERSONS WHO HAVE KNOWLEDGE OF THE PROVIDER'S ABILITY, SKILL, OR EXPERIENCE IN THE PROVISION OF SERVICES AND WHO SHALL NOT BE RELATED TO THE PROVIDER.

a. Application

The provider must list two references on the Application For Agency Approved Provider, 032-02-138.

b. Follow-up

(1) The local agency must check references for the initial approval. References do not need to be rechecked at renewal.

(2) The local agency may contact references by telephone, face-to-face interview, or request a reference in writing. References which are not written must be documented in the provider record by the worker. A sample format for reference questions is contained in the Appendix.

3. THE PROVIDER SHALL PROVIDE INFORMATION ON THE PROVIDER'S EMPLOYMENT HISTORY.

a. Application

The provider must list previous employment on the Application of Agency Approved Provider, 032-02-138.

b. Follow-up

The local agency must check employment which is relevant to the type of care to be provided at initial approval. The agency may wish to check other employment to assess the prospective provider on characteristics identified below. The local agency may check employment by telephone, face-to-face interview, or request it in writing.

4. THE AGENCY WILL USE THE INTERVIEWS, REFERENCES, AND EMPLOYMENT HISTORY TO ASSESS THAT THE PROVIDER:
 - a. IS KNOWLEDGEABLE IN AND PHYSICALLY AND MENTALLY CAPABLE OF PROVIDING THE NECESSARY CARE FOR CLIENTS;
 - b. IS ABLE TO SUSTAIN POSITIVE AND CONSTRUCTIVE RELATIONSHIPS WITH CLIENTS IN CARE, AND TO RELATE TO CLIENTS WITH RESPECT, COURTESY AND UNDERSTANDING;
 - c. IS CAPABLE OF HANDLING EMERGENCIES WITH DEPENDABILITY AND GOOD JUDGEMENT; AND
 - d. IS ABLE TO COMMUNICATE AND FOLLOW INSTRUCTIONS SUFFICIENTLY TO ASSURE ADEQUATE CARE, SAFETY AND PROTECTION FOR CLIENTS.
5. FOR ADOPTIVE PARENTS, THE AGENCY WILL FURTHER USE THE INTERVIEW AND REFERENCES TO ASSESS THAT:
 - a. THE ADOPTIVE PARENT(S) DEMONSTRATES A CAPACITY TO LOVE AND NURTURE A CHILD BORN TO SOMEONE ELSE;
 - b. THE ADOPTIVE PARENT(S) CAN ACCEPT THE CHILD FOR HIS OWN SAKE WITHOUT EXPECTING HIM TO RESOLVE FAMILY PROBLEMS OR FULFILL FAMILY AMBITIONS;
 - c. THE MARRIED ADOPTIVE PARENTS SHOW MARITAL STABILITY AND MUTUAL SATISFACTION WITH EACH OTHER.

6. ADOPTIVE PARENTS SHALL DISCLOSE FINANCIAL INFORMATION
 - a. Financial information must include:
 - (1) income from all sources
 - (2) savings and investments
 - (3) property
 - (4) debts.
 - b. The purpose of this is to determine the financial ability of the adoptive parents to support a child.

7. FOR ADULT FOSTER/FAMILY CARE PROVIDERS AND FOSTER PARENTS, THE AGENCY WILL FURTHER USE THE INTERVIEW, REFERENCES, AND EMPLOYMENT HISTORY TO ASSESS THAT THE PROVIDER HAS SUFFICIENT FINANCIAL INCOME/RESOURCES TO MEET THE BASIC NEEDS OF THE PROVIDER'S OWN FAMILY.
 - a. The purpose of this assessment is to determine that the provider is not relying on the payment made for the foster care child or foster/family care adult to be income to support his family. The payment is to support the child or adult. It is not taxable income to the provider.
 - b. This standard can be addressed during the interview by generally determining how the provider is able to pay bills. No documentation is necessary.

8. FOR HOMEMAKER PROVIDERS, THE AGENCY WILL FURTHER USE THE INTERVIEW, REFERENCES, AND EMPLOYMENT HISTORY TO ASSESS THAT THE PROVIDER HAS KNOWLEDGE, SKILLS, AND ABILITY, AS APPROPRIATE, IN:
 - a. HOME MANAGEMENT AND HOUSEHOLD MAINTENANCE;
 - b. PERSONAL CARE OF INFANTS, YOUNG CHILDREN AND/OR ILL, DISABLED, OR AGED CLIENTS;

c. CHILD REARING;

- d. NUTRITION EDUCATION AND MEAL PLANNING AND PREPARATION, INCLUDING SPECIAL DIETS; AND
- e. PERSONAL HYGIENE AND CONSUMER EDUCATION.

It is not required that all homemaker providers have each of the knowledge, skills and abilities identified. The client's needs should dictate which knowledge, skills, and abilities are necessary.

E. TRAINING

THE PROVIDER SHALL ATTEND ANY ORIENTATION AND TRAINING REQUIRED BY THE AGENCY.

- 1. The local agency should provide some basic orientation to any approved provider to enable the provider to perform the services expected.
- 2. The local agency may provide any training it feels necessary for any types of providers.

F. MEDICAL REQUIREMENTS

1. TUBERCULOSIS

UNLESS THE PROVIDER IS AN IN-HOME PROVIDER WHO IS:

- a. A RELATIVE OR FRIEND OF THE CLIENT LIVING IN THE CLIENT'S HOME,
- b. A RELATIVE OR FRIEND OUTSIDE OF THE CLIENT'S HOME BUT WHO HAS HAD REGULAR ONGOING CONTACT WITH THE CLIENT, OR
- c. A CHORE PROVIDER,

THE PROVIDER AND, FOR OUT-OF-HOME CARE, THE ASSISTANT, AND ALL ADULT HOUSEHOLD MEMBERS WHO COME IN CONTACT WITH CLIENTS SHALL SUBMIT A STATEMENT FROM THE LOCAL HEALTH DEPARTMENT OR LICENSED PHYSICIAN THAT HE IS FREE FROM TUBERCULOSIS IN A COMMUNICABLE FORM.

- d. The form entitled Request for Tuberculosis Statement, 032-02-142, may be used to obtain the statement.
- e. After initial approval, a statement regarding tuberculosis does not need to be obtained again unless the individual has contact with tuberculosis or develops chronic respiratory symptoms (more than four weeks in duration).
- f. If the individual was tested for tuberculosis within the past year, a new test does not need to be performed as long as the statement is obtained.
- g. The cost of any tuberculosis test may be paid by the local agency as an administrative cost.

2. OTHER MEDICAL EXAMINATIONS

THE PROVIDER AND/OR ASSISTANT SHALL SUBMIT THE RESULTS OF A PHYSICAL AND/OR MENTAL HEALTH EXAMINATION WHEN REQUESTED BY THE AGENCY BASED ON INDICATIONS OF A PHYSICAL OR MENTAL HEALTH PROBLEM. FOR ADOPTIVE PARENTS, THE AGENCY WILL REQUIRE SUBMISSION OF THE RESULTS OF A PHYSICAL EXAMINATION PERFORMED BY A LICENSED PHYSICIAN WITHIN THE PAST TWELVE MONTHS.

- a. If the local agency needs verification to determine if the provider is physically or mentally capable of providing the necessary care for clients, the agency should request an examination.
- b. The physical or mental health examination may be paid by the local agency as an administrative cost charged to services.

2.2 STANDARDS FOR CARE

A. NON-DISCRIMINATION

THE PROVIDER SHALL PROVIDE CARE WHICH DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, SEX, NATIONAL ORIGIN, AGE, RELIGION, OR HANDICAP.

This standard does not require that a provider accept any client on these bases but rather the provider cannot discriminate against any client for whom the provider is providing care.

B. SUPERVISION

THE FOLLOWING STANDARDS DO NOT APPLY TO CHORE, COMPANION, AND HOMEMAKER PROVIDERS:

1. THE PROVIDER SHALL HAVE A PLAN FOR SEEKING ASSISTANCE FROM POLICE, FIREFIGHTERS, AND MEDICAL PROFESSIONALS IN AN EMERGENCY.

This plan can include posting emergency numbers, including the poison control center if care is provided for children.

2. A RESPONSIBLE ADULT SHALL ALWAYS BE AVAILABLE TO SUBSTITUTE IN CASE OF AN EMERGENCY.
3. IF EXTENDED ABSENCE OF THE PROVIDER IS REQUIRED, THE AGENCY MUST APPROVE ANY SUBSTITUTE ARRANGEMENTS THE PROVIDER WISHES TO MAKE.

- a. Generally extended absence is greater than one day.
- b. The local agency must approve substitute arrangements. The approval may include contact with the substitute.

4. FOR FAMILY OR IN-HOME DAY CARE, CHILDREN SHALL BE SUPERVISED BY AN ADULT AT ALL TIMES. AN ASSISTANT UNDER AGE 18 CANNOT BE LEFT IN CHARGE.

C. FOOD

THE FOLLOWING STANDARDS DO NOT APPLY TO CHORE, COMPANION, AND HOMEMAKER PROVIDERS:

1. CLIENTS SHALL RECEIVE MEALS AND SNACKS APPROPRIATE TO THE NUMBER OF HOURS IN CARE AND THE DAILY NUTRITIONAL NEEDS OF EACH CLIENT.
2. CLIENTS SHALL RECEIVE SPECIAL DIETS IF PRESCRIBED BY A LICENSED PHYSICIAN OR IN ACCORDANCE WITH RELIGIOUS OR ETHNIC REQUIREMENTS OR OTHER SPECIAL NEEDS.
3. DRINKING WATER SHALL BE AVAILABLE AT ALL TIMES.
4. CLIENTS IN RESIDENTIAL CARE SHALL RECEIVE THREE MEALS A DAY.
5. These standards do not require that the provider must supply all food. In day care, the parent or adult may bring food. In residential care or day care, the client may eat elsewhere. For example, a foster care child would probably eat lunch at school.

D. TRANSPORTATION OF CLIENTS

1. IF THE PROVIDER TRANSPORTS CLIENTS, THE PROVIDER SHALL HAVE A VALID DRIVER'S LICENSE AND AUTOMOBILE LIABILITY INSURANCE.

- a. Minimum liability insurance coverage in Virginia is \$25,000 bodily injury and \$10,000 property damage.
 - b. An "uninsured motorist" can operate a vehicle in Virginia and have no insurance coverage. This does not meet the insurance standard.
2. THE VEHICLE USED TO TRANSPORT CLIENTS SHALL HAVE A VALID LICENSE AND INSPECTION STICKER.
 3. PROVIDERS WHO TRANSPORT CHILDREN MUST USE CHILD RESTRAINT DEVICES IN ACCORDANCE WITH WEIGHT AND AGE REQUIREMENTS OF THE VIRGINIA LAW.
 - a. Children under four years of age, unless exempted, must be secured in a child restraint device of a type approved by the Superintendent of State Police or one meeting the standards adopted by the U. S. Department of Transportation if the car was manufactured after January 1, 1968.
 - b. Children under four years of age may be exempted if they weigh at least 40 pounds and are secured by a standard seat belt.
 - c. Children under four years of age may be exempted if a licensed physician provides a statement that a child restraint device would be impractical because of the child's weight, physical unfitness or other medical reason. The driver must carry the physician's signed statement in the car.

E. MEDICAL CARE

THE FOLLOWING STANDARDS DO NOT APPLY TO CHORE PROVIDERS:

1. THE PROVIDER SHALL HAVE THE NAME, ADDRESS, AND TELEPHONE NUMBER OF EACH CLIENT'S PHYSICIAN EASILY ACCESSIBLE.

2. THE PROVIDER SHALL HAVE FIRST AID SUPPLIES EASILY ACCESSIBLE IN CASE OF ACCIDENTS.
3. THE OUT-OF-HOME PROVIDER SHALL KEEP MEDICINES AND DRUGS SEPARATE FROM FOOD EXCEPT THOSE ITEMS THAT MUST BE REFRIGERATED.
4. THE FAMILY AND IN-HOME DAY CARE PROVIDER SHALL:
 - a. GIVE PRESCRIPTION DRUGS ONLY IN ACCORDANCE WITH AN ORDER SIGNED BY A LICENSED PHYSICIAN OR AUTHENTIC PRESCRIPTION LABEL AND WITH A PARENT/GUARDIAN'S WRITTEN CONSENT;
 - b. GIVE THE CHILD NON-PRESCRIPTION DRUGS, INCLUDING BUT NOT LIMITED TO VITAMINS AND ASPIRIN, ONLY WITH THE PARENT/GUARDIAN'S CONSENT;
 - c. REPORT ALL MAJOR INJURIES AND ACCIDENTS AND ALL HEAD INJURIES TO THE CHILD'S PARENT/GUARDIAN IMMEDIATELY; AND
 - d. HAVE AUTHORIZATION FOR EMERGENCY MEDICAL CARE FOR EACH CHILD.

In some hospitals, only a notarized statement would be accepted. Therefore, the local agency may wish to determine what would be acceptable in the area.

5. THE FAMILY DAY CARE PROVIDER:
 - a. MAY REFUSE TO ACCEPT A SICK CHILD INTO THE HOME;
 - b. SHALL ISOLATE A CHILD WHO BECOMES ILL DURING THE DAY AND NOTIFY THE PARENT/GUARDIAN IMMEDIATELY IN ORDER THAT THE CHILD MAY BE REMOVED;
 - c. SHALL IDENTIFY OR LABEL ALL PRESCRIPTION AND NON-PRESCRIPTION DRUGS WITH EACH CHILD'S NAME AND RETURN ALL DRUGS TO THE PARENT/GUARDIAN WHEN NO LONGER NEEDED; AND

- d. SHALL KEEP ALL PRESCRIPTION AND NON-PRESCRIPTION DRUGS OUT OF THE REACH OF CHILDREN.

F. DISCIPLINE OF CHILDREN

1. THE PROVIDER SHALL ESTABLISH RULES THAT ENCOURAGE DESIRED BEHAVIOR AND DISCOURAGE UNDESIRED BEHAVIOR IN COOPERATION WITH THE PARENT/GUARDIAN OF CHILDREN IN CARE.
 - a. The provider should discipline children with kindness, consistency, and understanding, and with the purpose of helping the child develop responsibility with self-control.
 - b. The provider should help each child learn that he is responsible for his behavior by teaching him the natural and learned consequences of his behavior.
 - c. The provider should use positive methods of discipline, including the following:
 - (1) reinforcing acceptable behavior, for example, (depending on the age and the likes and dislikes of the child) honest praise, special privileges and treats, extra hugs and kisses, additional time spent with the child, and stars or smiley faces on a door or bulletin board;
 - (2) verbal disapproval of the child's behavior, never the child, for example, "I don't like ball throwing in the house";
 - (3) loss of privileges, for example, if the ball throwing continues in (2) above, then take the ball away and restrict the child from watching television, participating in a special event, or playing with a special toy;
 - (4) grounding (restricting the child to the house or yard) or sending the child out of the room and away from the family activity; and

- (5) redirecting the child's activity, for example, if a child is playing with a sharp object, take the object away, and replace it with a safe toy.

- d. The provider should not allow children to be subjected to verbal abuse or derogatory remarks about themselves and family members.

- e. The provider should insure that if separation from others (time-out) is used as a method of discipline, it is in an unlocked, lighted, well-ventilated room at least 50 square feet in area which is within hearing distance of an adult. The time limit should not exceed 15 minutes for any child age six to 11 and one half-hour for children age 12 and over. Time-out for a child age five and under should not be outside the presence of other family members, and should not exceed five minutes.

- f. The provider should not subject children to cruel, severe, humiliating, or unusual punishment.

- g. The provider should not delegate discipline or permit punishment of a child by another child or by an adult not known to the child.

- h. The provider may assign chores as the consequence of misbehavior, although these chores must not involve physical exercise so excessive as to endanger the child's health, or so extensive as to impinge on the time set aside for school work, sleeping, or eating.

- i. Foster Parents should not threaten a child with removal or with a report to his service worker, the judge or other authorities as punishment.

- j. Foster Parents should not resist implementation of the service plan, or permanent placement plan as punishment for misdeeds of a child.

k. Foster Parents should not deny a child contact or visits with his family as punishment.

2. THE PROVIDER SHALL NOT USE CORPORAL PUNISHMENT.

Corporal punishment includes but is not limited to hand spanking, shaking a child, forcing a child to assume an uncomfortable position, or binding a child.

3. THE PROVIDER SHALL NOT HUMILIATE OR FRIGHTEN THE CHILD IN DISCIPLINING THE CHILD.

This includes the prohibition of any verbal abuse directed to a child. It also includes the prohibition of derogatory remarks about the child or his/her family.

4. THE PROVIDER SHALL NOT WITHHOLD FOOD, FORCE NAPS, OR PUNISH TOILETING ACCIDENTS IN DISCIPLINING THE CHILD.

G. ACTIVITIES

1. THE FAMILY OR IN-HOME DAY CARE PROVIDER SHALL:

a. PROVIDE STRUCTURED ACTIVITIES APPROPRIATE TO THE CHILDREN'S AGES, INTERESTS AND ABILITIES AS WELL AS UNSTRUCTURED EXPERIENCES IN FAMILY LIVING;

b. PROVIDE OPPORTUNITIES FOR VIGOROUS OUTDOOR PLAY DAILY, DEPENDING ON THE WEATHER AND THE AGE OF THE CHILD, AS WELL AS FOR PARTICIPATION IN QUIET ACTIVITIES; AND

c. LIMIT THE TYPES OF TELEVISION PROGRAMS VIEWED BY CHILDREN AND NOT USE TELEVISION AS A SUBSTITUTE FOR PLANNED ACTIVITIES.

2. THE ADULT DAY CARE PROVIDER SHALL PROVIDE RECREATIONAL AND OTHER PLANNED ACTIVITIES APPROPRIATE TO THE NEEDS, INTERESTS, AND ABILITIES OF THE ADULTS IN CARE.

H. ABUSE, NEGLECT, OR EXPLOITATION REPORTING RESPONSIBILITIES
OF PROVIDERS

THE PROVIDER SHALL IMMEDIATELY REPORT ANY SUSPECTED ABUSE,
NEGLECT, OR EXPLOITATION OF ANY ADULT OR CHILD IN CARE TO
THE AGENCY.

1. By State Code, paid providers of family or in-home day care are mandated to report suspected abuse or neglect of children. Failure to report could result in criminal action.
2. By this standard, all providers must report suspected abuse, neglect, or exploitation of any client in care. Local agency staff should specify the procedures each provider should use for reporting to the agency.

I. CLOTHING REQUIREMENTS FOR FOSTER PARENTS

- A. FOSTER PARENTS SHALL PROVIDE CLOTHING APPROPRIATE FOR THE AGE AND SIZE OF EACH CHILD.
- B. ALL CLOTHING SHALL BE PROPERLY LAUNDERED OR DRY CLEANED, AND ALTERED OR REPAIRED AS NEEDED.

2.3 STANDARDS FOR THE HOME OF THE OUT-OF-HOME PROVIDER

A. PHYSICAL ACCOMMODATIONS

1. THE HOME SHALL HAVE SUFFICIENT APPROPRIATE SPACE AND FURNISHINGS FOR EACH CLIENT RECEIVING CARE IN THE HOME TO INCLUDE:
 - a. SPACE TO KEEP CLOTHING AND OTHER PERSONAL BELONGINGS;
 - b. ACCESSIBLE BASIN AND TOILET FACILITIES;

This standard does not eliminate outdoor facilities but rather requires facilities to be accessible to clients.
 - c. FOR RESIDENTIAL CARE, AT LEAST ONE TOILET, ONE BASIN, AND ONE TUB OR SHOWER FOR EVERY EIGHT

PERSONS IN THE HOME ;

- d. COMFORTABLE SLEEPING/NAPPING FURNISHINGS;
 - e. FOR CLIENTS UNABLE TO USE STAIRS UNASSISTED, OTHER THAN A CHILD WHO CAN EASILY BE CARRIED, SLEEPING SPACE ON THE FIRST FLOOR;
 - f. SPACE FOR RECREATIONAL ACTIVITIES; AND
 - g. SUFFICIENT SPACE AND EQUIPMENT FOR FOOD PREPARATION, SERVICE AND PROPER STORAGE.
- 2. ALL ROOMS USED BY CLIENTS SHALL BE HEATED IN WINTER, DRY, AND WELL VENTILATED.
 - 3. ALL DOORS AND WINDOWS USED FOR VENTILATION SHALL BE SCREENED.
 - 4. ROOMS USED BY CLIENTS SHALL HAVE ADEQUATE LIGHTING FOR ACTIVITIES AND THE COMFORT OF CLIENTS.
 - 5. THE HOME SHALL HAVE ACCESS TO A WORKING TELEPHONE.

This standard does not require a telephone in the provider's home but it does require one to be accessible.
 - 6. THE HOME SHALL BE IN COMPLIANCE WITH ALL LOCAL ORDINANCES.
 - 7. ADDITIONAL STANDARDS FOR ADULT FOSTER/FAMILY CARE:
 - a. NO MORE THAN TWO ADULTS SHALL SHARE A SLEEPING ROOM.
 - b. SLEEPING ROOMS SHALL NOT BE SHARED BY ADULTS OF THE OPPOSITE SEX EXCEPT WHEN A MARRIED COUPLE OR RELATED INDIVIDUALS CONSENT TO SHARE A ROOM.

- c. THERE SHALL BE SPACE IN THE HOUSEHOLD FOR PRIVACY OUTSIDE OF THE SLEEPING ROOMS FOR THE ADULT TO ENTERTAIN VISITORS AND/OR TALK PRIVATELY.

8. ADDITIONAL STANDARDS FOR HOMES OF FOSTER PARENTS:

- a. NO MORE THAN FOUR CHILDREN SHALL OCCUPY ONE BEDROOM.
- b. THERE SHALL BE AT LEAST 70 SQUARE FEET OF SPACE IN A ROOM OCCUPIED BY ONE CHILD AND AT LEAST 50 SQUARE FEET OF SPACE FOR EACH CHILD IN A ROOM SHARED BY TWO OR MORE.
- c. CHILDREN OF THE OPPOSITE SEX SHALL NOT SHARE A DOUBLE BED.

The local agency should use discretion in the room arrangements of children of the opposite sex and in the sleeping arrangements of children of the same sex.

B. HOME SAFETY

- 1. THE HOME AND GROUNDS SHALL BE FREE FROM LITTER AND DEBRIS AND PRESENT NO HAZARD TO THE SAFETY OF THE CLIENTS RECEIVING CARE.

This includes furnishings in the home, such as beds and playpens.

- 2. THE HOME SHALL BE FREE OF FIRE HAZARDS. THE PROVIDER SHALL PERMIT A FIRE INSPECTION OF THE HOME BY APPROPRIATE AUTHORITIES IF CONDITIONS INDICATE A NEED FOR APPROVAL AND THE AGENCY REQUESTS IT.

- a. Each local agency should determine the appropriate local authority to inspect for fire safety and may wish to develop an internal guide based on direction from that authority.

- b. The agency may wish to do the following prior to or in place of requesting a fire inspection:

- (1) observe if there are any overloaded

electrical wall outlets;

- (2) observe if there is any deteriorated insulation on electrical equipment;
 - (3) inquire if the furnace is serviced regularly;
 - (4) inquire if a permit was obtained for wood stove installation;
 - (5) observe if the wood stove is on a non-combustible surface and combustibles are three feet away;
 - (6) inquire if the chimney flue is lined and cleaned regularly;
 - (7) inquire if a permit was obtained for any LP gas heater;
 - (8) observe if there is any accumulation of grease around the range or oven; and
 - (9) observe if there is excessive trash, old rags, or other combustibles lying around.
3. THE PROVIDER SHALL HAVE A WRITTEN EVACUATION PLAN IN CASE OF FIRE AND REHEARSE THE PLAN AT LEAST TWICE A YEAR. THE PROVIDER SHALL REVIEW THE PLAN WITH EACH NEW CLIENT, OTHER THAN AN INFANT, PLACED IN THE HOME.
 4. ALL SLEEPING AREAS SHALL HAVE AN OPERABLE SMOKE DETECTOR. ATTICS OR BASEMENTS USED BY CLIENTS SHALL HAVE TWO FIRE EXITS. ONE OF THE FIRE EXITS SHALL LEAD DIRECTLY OUTSIDE, AND MAY BE A DOOR OR AN ESCAPABLE WINDOW.

A sleeping area can include several bedrooms in the same area. However, a home with bedrooms in two wings would require two smoke detectors.
 5. THE PROVIDER SHALL STORE ANY FIREARMS AND AMMUNITION IN

A LOCKED CABINET OR AN AREA NOT ACCESSIBLE TO CLIENTS.

6. THE PROVIDER SHALL PROTECT CLIENTS FROM HOUSEHOLD PETS WHICH MAY BE A HEALTH OR SAFETY HAZARD.
7. THE PROVIDER SHALL KEEP CLEANING SUPPLIES AND OTHER TOXIC SUBSTANCES STORED AWAY FROM FOOD AND OUT OF THE REACH OF CHILDREN.

C. SANITATION

1. THE PROVIDER SHALL PERMIT AN INSPECTION OF THE HOME'S PRIVATE WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM BY THE LOCAL HEALTH DEPARTMENT IF CONDITIONS INDICATE A NEED FOR APPROVAL AND THE AGENCY REQUESTS IT.
 - a. The local agency should request approval by the local health department of a private water supply, particularly if care is to be given to any person subject to infections such as an infant or frail person.
 - b. The local health department will use rules and regulations governing "semi-public restaurants serving 12 or less recipients of service." The evaluation of the water supply will be based on an approved location for the water source, evidence of acceptable construction standards, and acceptable bacteriological standards.
 - c. The fee for testing water is \$10, payable in advance. However, the State Health Department will bill the local agency if the form completed by the local health department to request the test specifically requests the billing and provides the local agency name and address. This fee may be paid as an administrative cost charged to services.
2. THE HOME AND GROUNDS SHALL BE FREE OF GARBAGE THAT WOULD PRESENT A HAZARD TO THE HEALTH OF THE CLIENT.

D. CAPACITY

1. THE PROVIDER SHALL NOT EXCEED THE MAXIMUM ALLOWABLE CAPACITY FOR THE TYPE OF CARE GIVEN AND AS APPROVED BY THE AGENCY.

2. ADULT DAY CARE

THE PROVIDER SHALL NOT ACCEPT MORE THAN THREE ADULTS IN THE HOME AT ANY ONE TIME.

A provider who has more than three adults receiving day care must be licensed by the Virginia Department of Social Services.

3. ADULT FOSTER/FAMILY CARE

THE PROVIDER SHALL NOT ACCEPT MORE THAN THREE ADULTS FOR THE PURPOSE OF RECEIVING ROOM, BOARD, SUPERVISION, AND/OR SPECIAL SERVICES, REGARDLESS OF RELATIONSHIP OF ANY ADULT TO THE PROVIDER.

A home which accepts more than three adults must be licensed as a Home for Adults by the Virginia Department of Social Services unless all adults are related to the provider.

4. FAMILY DAY CARE

- a. THE MAXIMUM NUMBER OF CHILDREN AT ANY ONE TIME SHALL NOT EXCEED NINE.
- b. THE PROVIDER'S OWN CHILDREN UNDER 14 YEARS OF AGE COUNT IN DETERMINING THE MAXIMUM NUMBER OF CHILDREN.
- c. ANY CHILD WITH A HANDICAP WHICH REQUIRES EXTRA ATTENTION OF THE PROVIDER COUNTS AS TWO CHILDREN.
- d. MORE THAN NINE CHILDREN MAY BE ENROLLED PART-TIME AS LONG AS NO MORE THAN NINE CHILDREN ARE PRESENT AT ANY GIVEN TIME.
- e. A PROVIDER ACCEPTING PRIVATE PLACEMENTS (EXCLUDING A RELATIVE'S CHILD) CANNOT CARE FOR MORE THAN FIVE CHILDREN AT ANY ONE TIME WITHOUT A LICENSE FROM THE VIRGINIA DEPARTMENT OF SOCIAL SERVICES.

- (1) Neither children of the provider nor a child related by blood or marriage to the provider should be considered in determining if the provider must be licensed. However, these

children are counted to determine the maximum capacity of nine and the ratio of children to adults if they are present in the home and are under age 14.

- (2) Children placed through the local agency are not considered to be private placements. Thus a provider could provide care for up to nine children, some of whom may be the provider's children, some, children of a relative, and some, children placed through the local agency, without a license. However, if the number of private placements (unrelated to the provider) and local agency placements (unrelated to the provider) together total more than five at any one time, the provider must be licensed.

f. THE RATIO OF CHILDREN TO ADULTS SHALL NOT BE EXCEEDED AND SHALL BE BASED ON THE FOLLOWING:

- (1) THERE SHALL BE ONE ADULT TO FOUR INFANTS.
- (2) THERE SHALL BE ONE ADULT TO SIX CHILDREN TWO YEARS OLD AND OLDER.
- (3) ANY CHILD WITH A HANDICAP WHICH REQUIRES EXTRA ATTENTION OF THE PROVIDER COUNTS AS TWO CHILDREN.
- (4) A SCHOOL AGE CHILD WHO IS IN CARE LESS THAN THREE HOURS PER DAY IS NOT COUNTED IN DETERMINING THE RATIO OF CHILDREN TO ADULTS. HOWEVER, WHILE THE CHILD IS PRESENT, HE IS COUNTED IN DETERMINING THE MAXIMUM OF NINE CHILDREN AT ANY ONE TIME.
- (5) The provider's own children under age 14 and any children related to the provider who are receiving care must be considered in determining the ratios.

- g. To determine capacity with mixed age groups in a family day care home, a point system should be used, as follows:

infant = 3 points

child 2 and over = 2 points

handicapped child
requiring extra
attention = double points

each adult or assistant can handle maximum
of
12 points

Examples:

(1) 4 infants = 12 points (4 x 3)
= 1 adult

(2) 6 children 2 & over = 12 points (6 x 2)
= 1 adult

(3) 2 infants = 6 points (2 x 3)
3 children 2 & over = 6 points (3 x 2)
Total = 12 points =
1 adult

(4) 1 handicapped infant = 6 points (1 x 6)
1 infant = 3 points (1 x 3)
1 child 2 & over = 2 points (1 x 2)
Total = 11 points =

1 adult

(5) 3 infants = 9 points (3 x 3)
4 children 2 & over = 8 points (4 x 2)
Total = 17 points

2)

= 1 adult

+1 assistant

5. FOSTER PARENTS

- a. THE MAXIMUM NUMBER OF CHILDREN IN A HOME WITH TWO FOSTER PARENTS IS EIGHT.
- b. THE MAXIMUM NUMBER OF CHILDREN IN A HOME WITH ONE

FOSTER PARENT IS FOUR.

- c. THE FOSTER PARENTS' OWN CHILDREN UNDER AGE 14
COUNT IN DETERMINING THE MAXIMUM NUMBER OF
CHILDREN.

- d. AN INFANT COUNTS AS TWO OLDER CHILDREN.
 - e. ANY CHILD WITH A HANDICAP WHICH REQUIRES EXTRA ATTENTION OF THE PROVIDER COUNTS AS TWO CHILDREN.
 - f. THE AGENCY MAY GRANT AN EXCEPTION TO THE FOSTER HOME'S MAXIMUM FOR A SIBLING GROUP.
6. THE ACTUAL CAPACITY OF A PARTICULAR HOME MAY BE LESS THAN THE ABOVE CAPACITIES IF:
- a. THE PHYSICAL ACCOMMODATIONS OF THE HOME ARE NOT ADEQUATE FOR THE MAXIMUM NUMBER OF CLIENTS;
 - b. THE CAPABILITIES AND SKILLS OF THE PROVIDER ARE NOT SUFFICIENT TO MANAGE THE MAXIMUM NUMBER OF CLIENTS; OR
 - c. OTHER INDIVIDUALS IN THE HOME REQUIRE SPECIAL ATTENTION OR SERVICES OF THE PROVIDER.

7. Adoptive Parents

There is no specific limit on the number of children adoptive parents can adopt. The local agency should assess the adoptive parents and their family composition on a case-by-case basis. Where there may be a question about family size, the assessment should include:

- a. the capacity and real desire of the parent(s) to extend parenthood to another child(ren);
- b. the parent's ability to cope with and seek help for any problems that might occur as a result of the introduction of another child(ren) into the family (problems such as rivalry between children);
- c. the needs of the children in the home and the child(ren) to be placed for adoption;

- d. the adjustment of a newly introduced child with the other children; and
- e. adequacy of space and living conditions in the home to promote the health, safety, well-being, and self-respect of the family.

8. Capacity of Home Providing More Than One Type of Care

- a. The local agency should evaluate each situation individually.
- b. The following point system is suggested for determining capacity in a home providing more than one type of care:

points	Adult Day Care or Foster/Family Care Client	= 4
points	Day Care Child: infant	= 3
points	child 2 and over	= 2
points	Foster Care Child: infant	= 6
points	child 2 and over	= 3

Each provider or assistant can handle 12 points.

Examples:

	(1) Foster Home For Adults and Children			
	1 Adult	=	4	
	2 Children 2 & over	=	6	
	Total	=	10	= 1
provider				
	(2) Day Care for Adults and Children			
	2 Adults	=	8	
	2 Children 2 & over	=	4	
	Total	=	12	= 1
provider				
	(3) Mixed Programs			
	1 Foster/Family Adult	=	4	
	2 Foster Care Children 2 & over	=	6	
	1 Day Care Child 2 & over	=	2	
	Total	=	12	= 1
provider				
	(4) Mixed Programs			
	2 Foster/Family Adults	=	8	
	1 Foster Care Infant	=	6	
	1 Foster Care Child 2 & over	=	3	
	2 Day Care Children 2 & over	=	4	
	1 Day Care Infant	=	3	
	Total	=	24	= 2
providers				

2.4 CLIENT RECORD REQUIREMENTS FOR THE OUT-OF-HOME PROVIDER

A. THE PROVIDER SHALL MAINTAIN WRITTEN INFORMATION ON EACH CLIENT IN CARE.

B. CLIENT INFORMATION SHALL INCLUDE:

1. IDENTIFYING INFORMATION ON THE CLIENT:
2. NAME, ADDRESS, AND HOME AND WORK TELEPHONE NUMBERS OF RESPONSIBLE PERSONS;

For children in local agency custody, these may be the

agency numbers.

3. NAME AND TELEPHONE NUMBER OF PERSON TO BE CALLED IN AN EMERGENCY WHEN THE RESPONSIBLE PERSON CANNOT BE REACHED;
 4. NAME OF PERSONS NOT AUTHORIZED TO CALL OR VISIT THE CLIENT;
 5. DATE OF ADMISSION AND WITHDRAWAL OF THE CLIENT;
 6. DAILY ATTENDANCE RECORD, WHERE APPLICABLE;

Daily attendance records are applicable for day care.
 7. MEDICAL INFORMATION PERTINENT TO THE HEALTH CARE OF THE CLIENT;
 8. CORRESPONDENCE RELATED TO THE CLIENT AS WELL AS OTHER WRITTEN CLIENT INFORMATION PROVIDED BY THE AGENCY; AND

This may include service plans, purchase of service orders and other information required by the agency to be kept by the provider.
 9. PLACEMENT AGREEMENT BETWEEN THE PROVIDER AND ADULT CLIENT/PARENT/GUARDIAN, WHERE APPLICABLE.

Placement agreements are applicable for Foster Care, Family Day Care, and Adult Foster/Family Care.
 10. FOR FAMILY DAY CARE, INFORMATION SHALL ALSO INCLUDE AUTHORIZATION FOR EACH CHILD TO PARTICIPATE IN SPECIFIC CLASSES, CLUBS, OR OTHER ACTIVITIES. THE PROVIDER SHALL OBTAIN INDIVIDUAL AUTHORIZATION FOR EACH FIELD OR OUT-OF-TOWN TRIP FOR EACH CHILD.
- C. CLIENT RECORDS ARE CONFIDENTIAL AND CANNOT BE SHARED WITHOUT THE APPROVAL OF THE ADULT CLIENT/PARENT/GUARDIAN. THE AGENCY AND ITS REPRESENTATIVES SHALL HAVE ACCESS TO ALL RECORDS.

1. When the client leaves the home, the local agency may request that certain information be returned to go to the client's next placement.
2. After the client leaves, the provider may wish to keep information needed for the provider's purposes such as copies of unpaid invoices or whatever is needed for income taxes.

PART III APPROVAL REGULATIONS

3.1 APPROVAL PERIOD

THE APPROVAL PERIOD FOR A PROVIDER IS 24 MONTHS WHEN THE PROVIDER AND, FOR OUT-OF-HOME CARE, THE HOME MEETS THE STANDARDS.

A. Application

1. An Application For Agency Approved Provider, 032-02-138, should be completed by each applicant provider for the initial approval. It is not necessary for a renewal.
2. If there is no need for a certain type of provider, the local agency does not have to take an Application.
3. The Application, once received, should be investigated as quickly as possible.
4. A copy of the standards, 032-02-143, should be given to each applicant provider.

B. Compliance Form

A Compliance Form for Agency Approved Provider 032-02-139A, should be completed for each provider. Part B of this form is only applicable to the out-of-home provider. This must be used to document compliance with standards for Foster Parents.

C. Certificate

A Certificate of Approval, 032-02-137/3, should be issued to the following providers when the provider is approved for 24 months:

1. Adult Day Care
2. Adult Foster Family Care

3. Family Day Care
4. Foster Parent

D. Expiration of Approval Period

The expiration date for the approval period should be set for the last day of the month in which approval is granted and be two years hence unless the approval is emergency, provisional, or suspended.

E. Notification

The provider must receive written notification regarding action on the application or at renewal. A certificate is adequate written notice for providers who receive one. Sample letters are included in the Appendix.

' 3.2 ALLOWABLE VARIANCE

THE PROVIDER MAY RECEIVE AN ALLOWABLE VARIANCE ON A STANDARD IF THE VARIANCE DOES NOT JEOPARDIZE THE SAFETY AND PROPER CARE OF THE CLIENT OR VIOLATE FEDERAL, STATE, OR LOCAL LAW.

A. Procedures for Requesting a Variance

1. The local agency makes the decision as to whether or not to request a variance. The provider cannot request a variance without the local agency's agreement.
2. The local agency should use the "turnaround system" identified in Section I, Chapter B, to request a variance.
3. The request must be signed by the local agency director.
4. The request should be directed to the appropriate Regional Office.
5. The request should specify, at a minimum:
 - a. the type of provider,
 - b. the standard(s) for which a variance is requested,
 - c. the length of time for which a variance is requested,

- d. what efforts have been/will be made to meet the standard(s),
- e. what specific reasons or circumstances exist in the situation that justify requesting the variance, and
- f. what precautions are being taken to ensure the safety and protection of clients.

B. Approval or Denial of a Variance

Approval or denial of a variance will be sent in accordance with the turnaround system. The response will indicate the length of time for which the variance is granted, where appropriate. The decision of the Regional Office is final unless changed as a result of a grievance or appeal.

' 3.3 EMERGENCY APPROVAL

EMERGENCY APPROVAL OF A PROVIDER MAY BE GRANTED IN THE FOLLOWING SITUATIONS WHEN THE PLACEMENT IS IN THE HOME OR SERVICE IS TO BE PROVIDED BY THE CLIENT'S RELATIVE OR FRIEND:

- A. THE COURT ORDERS EMERGENCY PLACEMENT,
- B. THE CHILD IS PLACED UNDER THE 72-HOUR EMERGENCY REMOVAL AUTHORITY, OR
- C. THE ADULT CLIENT/PARENT/GUARDIAN REQUESTS PLACEMENT OR SERVICE IN AN EMERGENCY.

D. Minimum Checks

1. Home Visit for Out-of-Home Provider

For out-of-home care a visit must be made to the home of the provider prior to or on the day of placement to assure minimum safety for the client.

2. Face-to-Face Contact for In-Home Provider

For in-home care, a face-to-face contact with the provider must be made prior to or on the day of service initiation to assure the minimum safety of the client.

3. CPS Central Registry Check

A Child Protective Service Central Registry check must be made immediately for providers of care for children.

The local agency should call the request in using the matrix code. However, a search cannot be called in without written approval from the individual.

E. Length of Time

1. Emergency approval should not exceed 30 days.

2. A full compliance study must be initiated quickly if the local agency plans to use the provider beyond the 30 days.

3. If medical, water and sanitation, fire inspection, or criminal record check requirements cannot be determined within the 30 day period, emergency approval could continue up to 45 days as long as other standards are met. It must not exceed 45 days, however.

3.4 PROVIDER MONITORING

A. FOR OUT-OF-HOME PROVIDERS WHO ARE USED BY THE AGENCY, THE AGENCY REPRESENTATIVE WILL VISIT THE HOME OF THE PROVIDER AS OFTEN AS NECESSARY BUT AT LEAST SEMI-ANNUALLY TO MONITOR THE PROVIDER.

B. FOR IN-HOME PROVIDERS WHO ARE USED BY THE AGENCY, THE AGENCY REPRESENTATIVE WILL INTERVIEW THE PROVIDER FACE-TO-FACE AS OFTEN AS NECESSARY BUT AT LEAST SEMI-ANNUALLY TO MONITOR THE PROVIDER.

- C. The purpose of the monitoring visits/interviews is to allow the local agency staff to determine how everything is going. If the provider was weak in a particular standard, this could be checked at the monitoring contact. It is not intended to be a reexamination of all standards.
- D. The monitoring can be done by either the staff person who approved the provider or a staff person who has placed clients with the provider.
- E. Monitoring visits should be noted on the Compliance Form for Agency Approved Provider, 032-02-139.

' 3.5 RENEWAL PROCESS

THE AGENCY WILL REAPPROVE THE PROVIDER PRIOR TO THE END OF THE APPROVAL PERIOD IF THE PROVIDER AND, FOR AN OUT-OF-HOME PROVIDER, THE HOME CONTINUES TO MEET STANDARDS.

The following areas do not need to be reexamined unless the local agency feels there is a need:

- A. Application
 - No renewal application is necessary.
- B. Child Protective Service Central Registry
 - 1. This check is not necessary if the local agency maintains good communication between staff approving providers and Child Protective Service staff.
 - 2. If the local agency does recheck the Central Registry, a new application does not need to be signed to do the search.
- C. Tuberculosis Statement
- D. References
- E. Employment History
- F. The Compliance Form for Agency Approved Provider, 032-02-139A, should be used to document the renewal process. It must be used to document renewal for Foster Parents.

' 3.6 INABILITY TO CONTINUE TO MEET STANDARDS

IF THE PROVIDER CANNOT CONTINUE TO MEET STANDARDS, THE AGENCY WILL GRANT PROVISIONAL APPROVAL, SUSPEND APPROVAL, OR REVOKE APPROVAL, DEPENDING ON THE DURATION AND NATURE OF NON-COMPLIANCE.

A. Provisional Approval

1. The local agency may grant provisional approval if non-compliance does not jeopardize the safety or proper care of clients.
2. Provisional approval must not exceed three months.

B. Suspension of Approval

1. The local agency may suspend approval if non-compliance may jeopardize the safety and proper care of clients.
2. Suspension must not exceed three months.
3. During the suspension, the provider can give no care to clients referred by the local agency.

C. Revocation of Approval

If the provider cannot meet standards within three months and a variance is not granted, the approval must be revoked.

D. Notification of Action

The local agency must notify the provider in writing, specify the reasons for provisional approval, suspension, or revocation, and indicate the provider's right to file a grievance. The Appendix contains a sample letter.

' 3.7 RELOCATION OF OUT-OF-HOME PROVIDER

IF THE OUT-OF-HOME PROVIDER MOVES, THE AGENCY WILL DETERMINE CONTINUED COMPLIANCE WITH STANDARDS RELATED TO THE HOME.

1. If an out-of-home provider moves, the local agency must visit to determine compliance with home standards for the home as soon as possible but no later than 30 days after relocation to avoid a break in services to the client.
2. The renewal period does not change unless a full reapproval is done at the same time. A new Certificate, 032-02-137/3, does not need to be issued unless the provider requests one.

' 3.8 RIGHT TO GRIEVE

THE PROVIDER SHALL HAVE THE RIGHT TO GRIEVE THE ACTIONS OF THE AGENCY.

If a dispute cannot be resolved between an approved provider or applicant provider and a local agency staff person, the applicant/provider has the right to grieve. The steps are as follows:

- A. A provider/applicant must request, in writing, a review by the local agency.
- B. The applicant/provider must request in writing a review by the local agency.
- C. The local agency must schedule a review conference within 10 working days.
- D. Participants in the review conference should include:
 1. the applicant/provider(s),
 2. the staff person and supervisor,
 3. the agency director or his designee, and
 4. up to two other individuals chosen by the applicant/provider.

- E. The local agency must write up a summary of the review conference within 10 working days of the conference. A copy must be shared with all participants.
- F. If a foster parent is not satisfied with the decision of the local agency, he has the following options:
1. Placement Decisions

The State Code (section 16.1-279) specifies that the local board of public welfare or social services to which a child is committed has final authority to determine placement. Therefore, a foster parent may wish to request a final review by the local board.
 2. Service Plan

The State Code (section 16.1-281) specifies that foster parents shall receive a copy of the foster care plan (service plan) and that any party receiving a copy may petition the court for a review of the plan. Therefore, a foster parent may wish to petition the court on matters related to the service plan.
 3. State Policy

Since a foster parent has the right to appeal issues related to State policy, a foster parent may choose to write to the Service Hearing Authority to begin the appeal process.
 4. Regional Review

A foster parent may choose the option of requesting a regional review, as discussed below, of the local decision on issues not related to the service plan or placement. If a foster parent chooses to request a regional review of an issue related to State policy, he may still have the right to appeal if he is not satisfied with the Regional Office decision.

- G. If any other applicant/provider is not satisfied, he should request, in writing, a review by the appropriate Regional Office. The local agency must give the provider the appropriate name and address at the same time that the written summary is distributed.
- H. The Regional Office Service Specialist responsible for the program area should review the request and send a decision to the applicant/provider within 30 calendar days of receipt of the request.
- I. The decision of the Regional Office is final except that foster parents have the further right to appeal issues related to State policy.

' 3.9 FOSTER PARENT APPEAL RIGHT

THE FOSTER PARENT SHALL HAVE THE RIGHT TO APPEAL ISSUES RELATED TO STATE POLICY.

- A. The local review conference should be the first step.
- B. After the conference, the local agency should follow regular appeal procedures contained in Section I, Chapter H regarding hearing procedures.
- C. Foster parents cannot appeal placement decisions or the service plan. Only issues related to State policy may be appealed.

' 3.10 MEDICAL REQUIREMENTS FOR CLIENTS

THE AGENCY SHALL OBTAIN MEDICAL STATEMENTS FROM A LICENSED PHYSICIAN OR LOCAL HEALTH DEPARTMENT FOR ADULTS OR CHILDREN PLACED WITH OUT-OF-HOME PROVIDERS THROUGH THE AGENCY.

Specific medical requirements for clients being placed in out-of-home care are found as follows:

Adoption	- Section III, Chapter B
Adult Day Care	- Section IV, Chapter C
Adult Foster/Family Care	- Section IV, Chapter D
Family Day Care	- Section II, Chapter D

' 3.11 Use of Provider by More than One Agency

A. Responsibility of Approving Agency

The initial approving local agency is responsible for continued approval of providers used by more than one agency.

B. Responsibility of Other Agencies

Other local agencies must notify and obtain prior approval of the approving local agency for each client they wish to place/serve.

' 3.12 Local Agency Record Keeping

A. The local agency must maintain a separate file on each approved provider.

B. The file should contain:

1. Application for Agency Approved Provider, 032-02-138, or earlier form of an application.
2. Compliance Form for Agency Approved Provider, 032-02-139A, and, for out-of-home providers, 032-02-139B.

3. **Purchase of Service Agreements**

An Individual Vendor Agreement is required when services are purchased from the following providers:

**Adult Day Care
Adult Foster Care
Chore
Companion
Family Day Care
Foster Parent - only for Emergency Shelter or
Specialized Foster Family services
Homemaker
In-Home Day Care**

Any Purchase of Service Orders and Vendor Invoices related to the Individual Vendor Agreement should be in the client's record, not the provider's file.

Refer to Section I, Chapter G, Purchase of Services, and applicable service chapters in this manual for more details.

4. Other Information

Other information may include, where applicable, medical statements, CPS Central Registry check, criminal record check, fire inspection, water and sanitation inspection, and correspondence.

5. Adoptive Parent Records

For further information on Adoptive Parent home study information, see Section III, Chapter C.

6. Foster Home Face Sheet

A foster home record should also contain a copy of the Foster Home Face Sheet, 032-02-205/3. This form provides a means of quickly assessing the current composition of the home.

C. VACIS Documents

All agency approved providers need to be entered into the Resource Subsystem of VACIS when they are approved. Refer to the VACIS User Guide - Resource Subsystem for details.

The caseload standards model for service programs provides credit to the local agency for each approval and renewal of an agency approved provider. These data are obtained from the Agency Approved Provider Resource Document on a monthly basis.

Agencies who are not on the Resource Subsystem must provide manual reports in order to receive credit in caseload standards.

APPLICATION FOR AGENCY APPROVED PROVIDER

FORM NUMBER: 032-02-138

PURPOSE:

This form serves as the application for an individual or couple who wish to be approved as an agency approved provider.

It contains background information necessary to begin the approval process.

It also provides the consent necessary to process the application.

USE:

This form is completed on both sides and signed by the provider for initial approval. It does not need to be completed again for renewal.

COPIES:

There is only one copy.

DISPOSITION OF COPIES:

The original is kept in the provider's file at the local agency.

INSTRUCTIONS FOR PREPARING FORM:

TYPE OF CARE:

Check the appropriate type or types of care the provider wishes to give.

A. IDENTIFYING INFORMATION:

Complete all information in the spaces applicable to the provider.

If the provider is proposing to provide care in the client's home, information on the spouse is not necessary.

B. HOUSEHOLD MEMBERS (FOR OUT-OF-HOME CARE ONLY)

List children and adults, other than the provider and spouse, living in the provider's home and complete the information on each individual.

C. CONSENT OF HOUSEHOLD MEMBERS FOR CHILD PROTECTIVE SERVICE
CENTRAL REGISTRY SEARCH:

**Omit Section C and use Child Protective
Services Release of Information Form
(032-02-141/1).**

D. BACKGROUND INFORMATION (ON THE BACK OF THE FORM)

EMPLOYMENT HISTORY:

Identify the person employed and complete the information on the most recent jobs. If both provider and spouse are/have been employed, list the most recent jobs of each.

REFERENCES:

Identify two persons unrelated to the provider for references and complete the information identified about each reference.

CRIMINAL RECORD INFORMATION

Indicate if the provider has (yes) or has not (no) been convicted of a felony or misdemeanor. If yes, identify the date, type of conviction, and explain the circumstances briefly.

For out-of-home care, indicate if any adult living in the home has (yes) or has not (no) been convicted of a felony or misdemeanor. If yes, identify the date, type of conviction, and explain the circumstances briefly.

SIGNATURE: The provider must
read the statements or have someone read
them and sign the application. If
Adoptive, Adult Foster/ Family or Foster
Care is to be provided, the spouse must
also sign.

ADDITIONAL INFORMATION/COMMENTS

This space is to be used as needed by applicant to
provide additional information or by the local agency
to record additional information or comments.

COMPLIANCE CHECKLIST

FORM NUMBER: 032-02-139/1,
Part A and Part B

PURPOSE: This form serves to record the progress of the approval process. It provides a means of tracking requests for criminal record search, child abuse/neglect search, references, employment history, and medical statements, fire and sanitation inspections. It provides a means to record interview dates, variance requests, approval or denial, and monitoring visits. It also provides a checklist for compliance, non-compliance, or non-applicability with specific standards for each provider.

USE: This form is completed by the service worker responsible to approve a provider. It is used to track requests to other parties and note compliance with standards. Part A is used for all providers. Part B is used for out-of-home providers only.

COPIES: There is only one copy of this form.

DISPOSITION OF COPIES: This form is retained in the provider's file at the local agency.

INSTRUCTIONS FOR PREPARING FORM:

APPLICATION/RENEWAL: Check whether this is being completed as an initial application or a renewal. Record the date the process is begun.

IDENTIFYING INFORMATION:

Complete the
identifying
information on the
provider.

TYPE OF CARE: Check the appropriate type or types of care the provider wishes to give.

CRIMINAL RECORD SEARCH: Check if a search is requested or not requested. If requested, record the date of the request and list the name(s) of individual(s) on whom the search is being requested. When the verification is received, record the date.

CHILD ABUSE/NEGLECT SEARCH:

Check if a search is or is not requested. If requested, record the date of the request and list the name(s) of individual(s) on whom the search is being requested. When verification is received, record the date.

OTHER SOURCES OF INFORMATION:

Check if information from other sources is being requested or is not needed. If requested, record the date all information is complete. Details of this information should be recorded under the Compliance Checklist portion of this form for each applicable standard. Information from references, employment history, and medical statements are not needed for renewals unless a problem has been detected which may need further verification.

INTERVIEW(S): Record the date of any interview. Include the name of the person interviewed and where the interview took place, such as the provider's home.

VARIANCE: Check whether or not a variance is requested. If requested, record the date the agency requests the variance. Check whether the variance was granted or denied and

record the date the approval is
received.

ACTION: If
initial application, check whether the
provider is given a full approval or
approval is denied. If denied, give a
brief reason for denial.

If renewal, check whether the provider
is given a full approval, provisional
approval, suspension, or revocation of
approval. Give a brief reason for any
negative action.

If approved, show the time period for
approval and the capacity. The worker
granting approval should sign.

If the first action was not a full
approval, a secondary action may be
taken within three months of the first
action. If this is necessary, check
whether secondary action is full appro-
val, provisional approval, suspension,
or revocation. Give a brief reason for
any negative action.

MONITORING VISITS: Record the
dates of monitoring visits along with a
brief summary of the findings. If more
room is necessary, a separate sheet of
paper should be used.

COMPLIANCE CHECKLIST: Review
each standard with the provider. For
each standard applicable to the type of
provider being studied, code responses
whether standard is met (Y = yes), or
not met (N = no), or not applicable
(NA). Standards noted with an asterisk
are met if the response is "no." Note
any comments about the specific standard
in the comments column.

CRIMINAL HISTORY RECORD REQUEST

FORM NUMBER: 032-02-140

PURPOSE This form is used to request a criminal history record search by the Central Criminal Record Exchange for a provider or household member.

USE: This form is completed by the local agency on the individual whose name is being searched. Any provider, except an Adoptive or Foster Parent, and any household member must have his/her signature notarized. No fee is charged for any provider or household member.

COPIES: There is only one copy of this form.

DISPOSITION OF COPIES: The form is sent to the Virginia State Police when a search is requested.

INSTRUCTIONS FOR PREPARING FORM:

Complete the information requested on the form. If the individual is not applying to be an Adoptive or Foster Parent, require the individual whose name will be searched to sign the statement before a Notary Public.

The note regarding a \$5 charge should be struck out until the form is revised.

CHILD PROTECTIVE SERVICES RELEASE OF INFORMATION FORM

FORM NUMBER: 032-02-141/1

PURPOSE:

This form is used to **authorize a search of and** inform the local agency of the results of the search of the Child Protective Service Central Registry on a provider or adult household member.

USE:

Parts I, II, and III of this form is completed by the local agency and the individual whose name is being searched.

For out-of-home care of children, each adult household must sign a separate form. Each signature must be notarized.

The Central Registry finding section of this form is completed by Central Registry staff.

COPIES:

There is only one copy of this form.

DISPOSITION OF COPIES:

The form is sent to the Central Registry when a search is requested.

INSTRUCTIONS FOR PREPARING FORM:

Complete all the information as requested on the form.

The individual on whom the search will be done must sign the form before a Notary Public.

Sent the form to Central Office for a search of the Central Registry through the Courier Service.

REQUEST FOR TUBERCULOSIS STATEMENT

FORM NUMBER: 032-02-142

PURPOSE: This optional form is used to obtain the medical statement regarding tuberculosis on a provider or adult household member.

USE: The top of the form is completed by the local agency. It should be given to the provider or household member for him/her to obtain the necessary statement regarding tuberculosis. The physician or health department representation completes the lower portion of the form. The form is primarily needed for an initial approval only.

COPIES: There is only one copy of this form.

DISPOSITION OF COPIES: The completed form should be filed in the provider's file at the local agency.

INSTRUCTIONS FOR PREPARING FORM:

Complete the information on the top portion of the form.

CERTIFICATE

FORM NUMBER: 032-02-137/3

PURPOSE: This form serves as an official document to show full approval (not emergency or provisional approval) of an Adult Day Care provider, Adult Foster/Family Care provider, Family Day Care provider or Foster Parent. It includes the type of care approved, the time period for approval, the capacity of the home, and other limitations, where appropriate.

USE: This form is completed by the local agency and sent to an approved provider (see purpose for types of providers). The provider may choose to display it in his/her home as verification of approval.

COPIES: There is only one copy of this form.

DISPOSITION OF COPIES: The form is sent to the provider.

INSTRUCTIONS FOR PREPARING FORM:

Specify the type(s) of care, name(s) of the provider, and address of the provider.

MAXIMUM ADULTS AND CHILDREN:

Include the maximum number of clients who can be placed. For example, the capacity of a foster home for children is eight with two parents. However, if the Foster Parents had two children under age 14, the maximum number of children is six.

OTHER LIMITATIONS: Identify if other limitations are placed on the home. In the example cited above, this might specify that any infant or handicapped child requiring special attention counts as two children. Limitations unrelated to capacity should also be specified. For example, if the water source must be treated weekly, that should be stated. If the home provides residential care but does not have sleeping space on the first floor, the certificate should state that non-ambulatory clients (other than infants) cannot be placed.

Specify the beginning and ending dates of approval. Normally, the ending date should be at the end of the month in which approval is granted, two years hence.

FOSTER HOME FACE SHEET

FORM NUMBER: 032-02-205/3

PURPOSE: This form provides information regarding past and current placements in a foster home for children.

USE: This form is completed by the service worker responsible for approving the home. It is used to quickly assess the current composition of a foster home.

COPIES: There is only one copy of this form.

DISPOSITION OF COPIES: The form is filed in the Foster Parent's record in the agency in a readily accessible place.

INSTRUCTIONS FOR PREPARING FORM:

Complete the identifying information on the foster home.

Complete the information on each Foster Parent and other members of the household, both children and adults. Any specific comments such as employment status should be made in the Comments/Changes column. Changes such as the departure of one Foster Parent should be noted in the Comments/Changes column as well.

Complete the information on each child placed in the foster home. When a child is removed, note the removal date and brief reason for removal.

SAMPLE REFERENCE/EMPLOYMENT

VERIFICATION LETTER

Dear __ (reference or employer) _____:

____ (provider's name) _____ has applied to our agency to be
____ (type of provider) _____ and has given your name as a
reference
(or employer.) We would appreciate you answering the following
questions. Your comments are needed to help our agency to deter-
mine this person's ability, skill, and experience in providing
care
to clients.

We appreciate your time and assistance. If you have any
questions, please call me at ____ (phone number) _____. A
stamped,
self-addressed envelope is enclosed for your convenience. Thank
you very much.

Sincerely,

____ (worker's name) _____

1. How long have you known this person?

2. Explain how you came to know this person.

3. What abilities, skills, and/or experiences does this person
have to provide care to clients?

4. Is this person:

physically and mentally capable of providing care to
clients?

yes /___/ no /___/ Comment: _____
able to have positive and constructive relationships with
clients?

yes no Comment: _____
able to relate to clients with respect, courtesy, and understanding?

yes no Comment: _____
capable of handling emergencies with dependability and good judgement?

yes no Comment: _____
able to communicate and follow instructions sufficiently to assure client safety and protection?

yes no Comment: _____

Your signature

SAMPLE APPROVAL LETTER

EMERGENCY OR PROVISIONAL

Dear _____:

Our agency has approved you as a
_____(type of provider)_____
on a _____(emergency or provisional)_____ basis. Your approval
period is from _____(date)_____ to _____(date)_____.

In order to be considered for full approval, you will need
to meet the following requirements:

_____(specify standards or requirements to be
met)

If you have any questions about this, please call me at
_____(phone number)_____.

Sincerely,

_____(worker name)_____

_____(title)_____

SAMPLE LETTER

DENIAL, REVOCATION, OR SUSPENSION

Dear _____:

Our agency (is unable to approve your application or must
revoke, or must suspend your approval until _____(date)_____), as
a _____(type of provider)_____. The reason for this action is
that you do not meet the following requirements:

_____(Specify standards or
requirements)

If you have any questions about this, please call me at
_____(phone number)_____. If you are not satisfied with the
action
of the agency, you have the right to grieve this decision.

Sincerely,

_____(worker name)_____

_____(title)_____

SAMPLE LETTER

TO: Fire Inspection Authority
_____(date)_____

FROM: _____(worker name)_____
_____(agency)_____
_____(address)_____

SUBJECT: REQUEST FOR FIRE INSPECTION

The following individual(s) has applied to be a
(type of provider).

We request that you inspect the home to determine compliance with
the applicable fire safety code and provide us a report of your
findings.

Thank you.

Name of Provider/Applicant: _____

Address: _____

Directions to Home: _____

SAMPLE LETTER

TO: Health Department _____(date)_____

FROM: _____(worker name)_____
_____(local agency)_____

_____(address)_____

SUBJECT: REQUEST FOR SANITATION INSPECTION

The following individual(s) has applied to be a _____(type of provider)_____. The home has a private water supply (and/or sewage disposal system). We request that you inspect this home to determine if it meets the rules and regulations governing "semi-public restaurants serving 12 or less recipients of service" and provide us a report of your findings.

Please request the State Health Department to bill our agency for the fee to test water. The address is as follows:

_____(agency name)_____

_____(address)_____

Thank you.

Name of Provider/Applicant _____

Address: _____

Directions to Home: _____

STANDARDS INDEXED FOR ADOPTIVE PARENTS

The following standards and regulations are applicable to Adoptive Parents.

- ' 2.1 Standards for Providers and Other Persons
 - A. Age
 - 2.
 - B. Criminal Records
 - C. Child Abuse and Neglect Record
 - D. Interview, References, and Employment History
 - 1. - 6.
 - E. Training
 - F. Medical Requirements
- ' 2.2 Standards for Care
 - A. Non-discrimination
 - B. Supervision
 - 1. - 3.
 - C. Food
 - D. Transportation
 - E. Medical Care
 - 1. - 3.
 - F. Discipline of Children
 - H. Abuse, Neglect, or Exploitation Reporting Responsibilities of Providers
- ' 2.3 Standards for the Home of the Out-of-Home Provider
 - A. Physical Accommodations
 - 1. - 6.
 - B. Home Safety
 - C. Sanitation
- ' 2.4 Client Record Requirements for the Out-of-Home Provider
- ' 3.1 Approval Period
- ' 3.2 Allowable Variance
- ' 3.4 Provider Monitoring
 - A.
- ' 3.5 Renewal Process
- ' 3.6 Inability to Continue to Meet Standards
- ' 3.7 Relocation of Out-of-Home Provider
- ' 3.8 Right to Grieve
- ' 3.10 Medical Requirements for Clients
- ' 3.11 Use of Provider by More Than One Agency
- ' 3.12 Local Agency Record Keeping

STANDARDS INDEXED FOR ADULT DAY CARE

The following standards and regulations are applicable to Adult Day Care providers.

- ' 2.1 Standards for Providers and Other Persons
 - A. Age
 - 2., 3.
 - B. Criminal Records
 - D. Interview, References, and Employment History
 - 1. - 4.
 - E. Training
 - F. Medical Requirements
- ' 2.2 Standards for Care
 - A. Non-discrimination
 - B. Supervision
 - 1. - 3.
 - C. Food
 - 1. - 3.
 - D. Transportation of Clients
 - 1. - 2.
 - E. Medical Care
 - 1. - 3.
 - G. Activities
 - 2.
 - H. Abuse, Neglect, or Exploitation Reporting Responsibilities of Providers
- ' 2.3 Standards for the Home of the Out-of-Home Provider
 - A. Physical Accommodations
 - 1. - 6.
 - B. Home Safety
 - 1. - 6.
 - C. Sanitation
 - D. Capacity
 - 1. - 2, 6.
- ' 2.4 Client Record Requirements for the Out-of-Home Provider
- ' 3.1 Approval Period
- ' 3.2 Allowable Variance
- ' 3.3 Emergency Approval
- ' 3.4 Provider Monitoring
 - A.
- ' 3.5 Renewal Process
- ' 3.6 Inability to Continue to Meet Standards

- ' 3.7 Relocation of Out-of-Home Provider
- ' 3.8 Right to Grieve
- ' 3.10 Medical Requirements for Clients
- ' 3.11 Use of Provider by More Than One Agency
- ' 3.12 Local Agency Record Keeping

STANDARDS INDEXED FOR ADULT FOSTER/FAMILY CARE

The following standards and regulations are applicable to Adult Foster/Family Care providers.

- ' 2.1 Standards for Providers and Other Persons
 - A. Age
 - 2.
 - B. Criminal Records
 - D. Interview, References, and Employment History
 - 1. - 4 and 7.
 - E. Training
 - F. Medical Requirements
- ' 2.2 Standards for Care
 - A. Non-discrimination
 - B. Supervision
 - 1. - 3.
 - C. Food
 - D. Transportation of Clients
 - 1. - 2.
 - E. Medical Care
 - 1. - 3.
 - H. Abuse, Neglect, or Exploitation Reporting Responsibilities of Providers
- ' 2.3 Standards for the Home of the Out-of-Home Provider
 - A. Physical Accommodations
 - 1. - 7.
 - B. Home Safety
 - 1. - 6.
 - C. Sanitation
 - D. Capacity
 - 1., 3., 6.
- ' 2.4 Client Record Requirements for the Out-of-Home Provider
- ' 3.1 Approval Period
- ' 3.2 Allowable Variance
- ' 3.3 Emergency Approval
- ' 3.4 Provider Monitoring
 - A.
- ' 3.5 Renewal Process
- ' 3.6 Inability to Continue to Meet Standards
- ' 3.7 Relocation of Out-of-Home Provider
- ' 3.8 Right to Grieve
- ' 3.10 Medical Requirements for Clients
- ' 3.11 Use of Provider by More Than One Agency

' 3.12 Local Agency Record Keeping

STANDARDS INDEXED FOR CHORE PROVIDERS

The following standards and regulations are applicable to Chore providers.

- ' 2.1 Standards for Providers and Other Persons
 - A. Age
 - 1.
 - B. Criminal Records
 - D. Interview, References, and Employment History
 - 1. - 4.
 - E. Training
- ' 2.2 Standards for Care
 - A. Non-discrimination
 - D. Transportation of Clients
 - 1. - 2.
 - H. Abuse, Neglect, or Exploitation Reporting Responsibilities of Providers
- ' 3.1 Approval Period
- ' 3.2 Allowable Variance
- ' 3.3 Emergency Approval
- ' 3.4 Provider Monitoring
 - B.
- ' 3.5 Renewal Process
- ' 3.6 Inability to Continue to Meet Standards
- ' 3.8 Right to Grieve
- ' 3.11 Use of Provider by More Than One Agency
- ' 3.12 Local Agency Record Keeping

STANDARDS INDEXED FOR COMPANION PROVIDERS

The following standards and regulations are applicable to Companion providers.

- ' 2.1 Standards for Providers and Other Persons
 - A. Age
 - 1.
 - B. Criminal Records
 - D. Interview, References, and Employment History
 - 1. - 4.
 - E. Training
 - F. Medical Requirements

- ' 2.2 Standards for Care
 - A. Non-discrimination
 - D. Transportation of Clients
 - 1. - 2.
 - E. Medical Care
 - 1. - 2.
 - H. Abuse, Neglect, or Exploitation Reporting Responsibilities of Providers

- ' 3.1 Approval Period
- ' 3.2 Allowable Variance
- ' 3.3 Emergency Approval
- ' 3.4 Provider Monitoring
 - B.
- ' 3.5 Renewal Process
- ' 3.6 Inability to Continue to Meet Standards
- ' 3.8 Right to Grieve
- ' 3.11 Use of Provider by More Than One Agency
- ' 3.12 Local Agency Record Keeping

STANDARDS INDEXED FOR FAMILY DAY CARE

The following standards and regulations are applicable to Family Day Care providers.

- ' 2.1 Standards for Providers and Other Persons
 - A. Age
 - 2. - 3.
 - B. Criminal Records
 - C. Child Abuse/Neglect Record
 - D. Interview, References, and Employment History
 - 1. - 4.
 - E. Training
 - F. Medical Requirements
- ' 2.2 Standards for Care
 - A. Non-discrimination
 - B. Supervision
 - C. Food
 - 1. - 3.
 - D. Transportation of Clients
 - E. Medical Care
 - F. Discipline of Children
 - G. Activities
 - 1.
 - H. Abuse, Neglect, or Exploitation Reporting Responsibilities of Providers
- ' 2.3 Standards for the Home of the Out-of-Home Provider
 - A. Physical Accommodations
 - 1. - 6.
 - B. Home Safety
 - C. Sanitation
 - D. Capacity
 - 1., 4., 6.
- ' 2.4 Client Record Requirements for the Out-of-Home Provider
 - ' 3.1 Approval Period
 - ' 3.2 Allowable Variance
 - ' 3.3 Emergency Approval
 - ' 3.4 Provider Monitoring
 - A.
 - ' 3.5 Renewal Process
 - ' 3.6 Inability to Continue to Meet Standards
 - ' 3.7 Relocation of Out-of-Home Provider
 - ' 3.8 Right to Grieve

- ' 3.10 Medical Requirements for Clients
- ' 3.11 Use of Provider by More Than One Agency
- ' 3.12 Local Agency Record Keeping

STANDARDS INDEXED FOR FOSTER PARENTS

The following standards and regulations are applicable to Foster Parents.

- ' 2.1 Standards for Providers and Other Persons
 - A. Age
 - 2.
 - B. Criminal Records
 - C. Child Abuse/Neglect Record
 - D. Interview, References, and Employment History
 - 1. - 4., 7.
 - E. Training
 - F. Medical Requirements
- ' 2.2 Standards for Care
 - A. Non-discrimination
 - B. Supervision
 - 1. - 3.
 - C. Food
 - D. Transportation of Clients
 - E. Medical Care
 - 1. - 3.
 - F. Discipline of Children
 - H. Abuse, Neglect, or Exploitation Reporting Responsibilities of Providers
 - I. Clothing Requirements of Foster Parents
- ' 2.3 Standards for the Home of the Out-of-Home Provider
 - A. Physical Accommodations
 - 1. - 6., 8.
 - B. Home Safety
 - C. Sanitation
 - D. Capacity
 - 1., 5. - 6.
- ' 2.4 Client Record Requirements for the Out-of-Home Provider
- ' 3.1 Approval Period
- ' 3.2 Allowable Variance
- ' 3.3 Emergency Approval
- ' 3.4 Provider Monitoring
 - 1.
- ' 3.5 Renewal Process
- ' 3.6 Inability to Continue to Meet Standards
- ' 3.7 Relocation of Out-of-Home Provider
- ' 3.8 Right to Grieve

- ' 3.9 Foster Parent Appeal Right
- ' 3.10 Medical Requirements for Clients
- ' 3.11 Use of Provider by More Than One Agency
- ' 3.12 Local Agency Record Keeping

STANDARDS INDEXED FOR HOMEMAKER

The following standards and regulations are applicable to Homemaker providers.

- ' 2.1 Standards for Providers and Other Persons
 - A. Age
 - 2.
 - B. Criminal Records
 - C. Child Abuse and Neglect Record
 - D. Interview, References, and Employment History
 - 1. - 4. and 8.
 - E. Training
 - F. Medical Requirements
- ' 2.2 Standards for Care
 - A. Non-discrimination
 - B. Transportation of Clients
 - C. Medical Care
 - 1. - 2.
 - D. Discipline of Children
 - E. Abuse, Neglect, or Exploitation Reporting Responsibilities of Providers
- ' 3.1 Approval Period
- ' 3.2 Allowable Variance
- ' 3.3 Emergency Approval
- ' 3.4 Provider Monitoring
 - B.
- ' 3.5 Renewal Process
- ' 3.6 Inability to Continue to Meet Standards
- ' 3.8 Right to Grieve
- ' 3.11 Use of Provider by More Than One Agency
- ' 3.12 Local Agency Record Keeping

STANDARDS INDEXED FOR IN-HOME DAY CARE

The following standards and regulations are applicable to In-Home Day Care providers.

- ' 2.1 Standards for Providers and Other Persons
 - A. Age
 - 2.
 - B. Criminal Records
 - C. Child Abuse and Neglect Record
 - D. Interview, References, and Employment History
 - 1. - 4. and 8.
 - E. Training
 - F. Medical Requirements
- ' 2.2 Standards for Care
 - A. Non-discrimination
 - B. Supervision
 - C. Food
 - 1. - 3.
 - D. Transportation of Clients
 - E. Medical Care
 - 1. - 2., 4.
 - F. Discipline of Children
 - G. Activities
 - 1.
 - H. Abuse, Neglect, or Exploitation Reporting Responsibilities of Providers
- ' 3.1 Approval Period
- ' 3.2 Allowable Variance
- ' 3.3 Emergency Approval
- ' 3.4 Provider Monitoring
 - B.
- ' 3.5 Renewal Process
- ' 3.6 Inability to Continue to Meet Standards
- ' 3.8 Right to Grieve
- ' 3.11 Use of Provider by More Than One Agency
- ' 3.12 Local Agency Record Keeping

RETURN TO:

Address

Check the type of care you wish to provide. Then fill out the sections appropriate for the type of care and sign the application. Please print legibly.

CARE PROVIDED IN THE CLIENT'S HOME:

- CHORE - Complete Section A, D
Section A,B,C
- COMPANION - Complete Section A,D
Complete
Sections A,B,D
- IN-HOME DAY CARE - Complete Sections A,D
Sections A,B,C,D
- HOMEMAKER
A,B,D,C

CARE PROVIDED IN YOUR HOME:

- ADULT DAY CARE - Complete
- ADULT FOSTER FAMILY CARE -
- ADOPTIVE PARENT - Complete
- CHILD FOSTER PARENT - Complete
Sections A,B,C,D
- FAMILY DAY CARE - Complete Sections

A. IDENTIFYING INFORMATION

NAME OF APPLICANT (First, Middle, Last) | MARITAL
STATUS | RACE | BIRTHDATE | SOCIAL SECURITY NO. _____

NAME OF SPOUSE IF LIVING (First, Middle, Last)
| RACE | BIRTHDATE | SOCIAL SECURITY NO. _____

STREET ADDRESS | TELEPHONE NUMBER +
AREA CODE _____

CITY, STATE, ZIP

DIRECTIONS TO YOUR HOME

B. OTHER HOUSEHOLD MEMBERS-CHILDREN AND ADULTS: COMPLETE ONLY WHEN CARE IS PROVIDED IN YOUR HOME

	<u>FULL NAME</u>	<u>BIRTHDATE</u>	<u>RELATIONSHIP TO YOU</u>
1.	↓	↓	
2.	↓	↓	
3.	↓	↓	
4.	↓	↓	
5.	↓	↓	
6.	↓	↓	
7.	↓	↓	

C. BACKGROUND INFORMATION: Complete background information on the back of the form.

I understand that the local social service agency will investigate my suitability as a provider of care to clients by securing references and other information in accordance with standards.

I understand that a search of the CHILD PROTECTIVE SERVICE CENTRAL REGISTRY will be periodically done on me and my family if care is provided for children.

I understand that I and my family must be willing to consent to a criminal record search if rsquired by the local social service agency.

I certify that all information on this application, including the background information on the back, is true and accurate to the best of my knowledge. I agree to comply with standards for approved providers.

DATE SIGNATURE

SIGNATURE OF SPOUSE LIVING IN HOMR NECESSARY ONLY WHEN CARE SERVICES _____

032-02-138

Hotline Worker

Date

032-02-141

UNDER REVISION WITH NEW CODE CITATIONS

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INTRODUCTION

This chapter contains definitions and codes for:

Direct Services (7);
Purchased Services (23);
Additional Purchase Codes (20);
Client Categories and Subcategories (16);
Open Service Case Types (20); and
Maintenance Payment Codes

Mandated client categories and components of services which an agency must offer are **identified in this** chapter. Agencies may select and offer whatever other services are not mandated. The local board may restrict the scope of services and/or the client categories/subcategories to be served for optional services or services mandated to the extent funds are available. Otherwise, agencies are expected to offer all optional components of services they select within the extent funds are available.

A. DIRECT SERVICES

Direct services are seven broad services which reflect service delivery by local welfare/social service agency staff. Direct services are reported through VACIS on the Generic Case Document (GCD) under the required data element, 250, program area. This data element must be completed for each client. For reporting purposes the direct service (program area) of the primary client is used for reporting the case. However, different clients within the case can be coded to different services. Direct service delivery at the local level includes the following functions:

- screening of clients;
- initial assessment, including problem identification and a determination of client's strengths/needs;
- eligibility determination, including the service application, verification, notification, and redetermination;
- service planning involving establishment of client goal(s) and objectives, service selection, selection of method of service provision, designation of responsibilities, time frames for service provision, monitoring of client progress, and reassessment;

- local agency service provision, involving treatment of problem, assisting the client to meet needs related to goal attainment, and enabling the client to improve functioning;
- purchase service provision, involving vendor selection, arrangement for services and, monitoring of service delivery;
- arranging for other service provision, involving selection of resource, scheduling, referral, and follow-up;
- case coordination, including collateral contacts, consultation, and case management;
- court reporting; and
- termination.

1. INTAKE SERVICES - CODE 11

Intake services provide an initial access point to services of the agency and an immediate response to crises which threaten the welfare, health, or safety of individuals. These include information and referral, initial screening and assessment and such brief components as crisis intervention and assistance with emergency needs.

Information and referral provides information on local agency services and community resources when requested by the public or when required by mandates.

Initial screening and assessment, excluding child and adult protective services, provides an identification of the individual/family problems, an evaluation of the precipitating problems and causative factors and a mutual determination of the immediate services needed to alleviate the problem. This process also includes eligibility determination, case opening, transfer and/or closing.

Crisis intervention provides immediate social casework services to individuals/families in crisis situations characterized by disorganization or dysfunctioning requiring immediate intervention and problem resolution.

Assistance with emergency needs provides help to individuals/families to prevent eviction, utility cutoff, hunger, lack of essential clothing, or other life-threatening situations.

These identified components are not limited to Intake Services but may also be provided to clients who are receiving any of the other six direct services.

Refer to Section I, Chapter C, Intake Services, for more details.

a. Length of Time

The length of time for Intake Services is generally up to 45 days. The service worker should assess whether or not the service needs can be met within that period of time. If the needs are short-term, Intake Services should be the only service. If the planned service is initially determined to require a longer period of time, the Intake Service should prepare the foundation for ongoing service delivery as quickly as possible. This should occur once the assessment is completed, eligibility has been determined and the immediate crisis is relieved.

b. Target Populations Required to be Served

Anyone eligible for Medicaid who is seeking assistance in arranging for family planning or early periodic screening, diagnosis, and treatment (EPSDT) for children.

Refer to Section I, Chapter A, Introduction to Family Based Social Services, for other populations to be served.

2. ADULT SERVICES - CODE 08

Adult services are provided to impaired persons eighteen years of age and over, persons sixty years of age and over, and to their families, where appropriate. The scope of these services is intended to maximize self-sufficiency, to prevent abuse, neglect, and exploitation, to prevent, delay, and/or reduce inappropriate institutionalization, and/or to assist, when necessary, with appropriate placement. If appropriate and available, adult services may include provision of or arranging for social casework and group work, home based care, transportation, sheltered employment, adult day care, meal service, legal proceedings, placement and other activities to aid the adult.

a. Who Receives Adult Services

Adult Services are directed toward the single adult or married couple with no minor children (under age 18). An individual is considered an adult when he/she is 18 years of age and over or is an emancipated minor.

b. Scope of Adult Services

These services are provided to an adult who:

- 1) is in need of services to prevent adult abuse, neglect, or exploitation, or spouse abuse;
- 2) is in crisis because of illness, unemployment, loss of housing or utilities, death, spouse abuse, etc.;
- 3) needs to maintain his/her capacity to function independently and remain in the least restrictive environment;
- 4) needs assistance in seeking alternative living arrangements;
- 5) has interpersonal conflicts/problems related to isolation, depression, problems with other family members, etc.;

- 6) has health related problems such as alcohol/drug abuse, mental instability, chronic illness, or physical handicap;
- 7) has special needs and problems related to developmental disabilities, physical handicaps, advanced age, etc.;
- 8) needs assistance in personal aid, meal preparation, housekeeping, etc.;
- 9) needs assistance in utilizing community/agency services.

c. Target Population Required to be Served

- 1) Any impaired adult who is in need of nursing home preadmission screening.
- 2) An impaired adult with low income who is in need of home based services, to the extent funds are available.
- 3) Refer to Section I, Chapter A, Family Based Social Services, for other populations to be served.

d. Distinction Between Adult Services and APS

Adult Services are provided prior to the need for Adult Protective Services and/or after intervention when the adult's situation is stabilized and he/she is not currently at risk of abuse, neglect, or exploitation.

3. PREVENTION AND SUPPORT SERVICES FOR FAMILIES - CODE 06

Prevention and Support Services are provided to individuals and families to prevent family violence, child neglect, family breakdown, including removal of the child, and other crises and to strengthen the capacity of the family to function independently. These services may include social

casework and group work, assistance in homemaking, parenting aid and education, child day care, residential and day respite care, transportation, legal proceedings and other activities to support families. This service also includes independent adoptions and court activities.

Refer to Section II, Chapter E, Prevention and Support Services, for more information.

a. Target Population Required to be Served

- 1) Family with a child who is likely to enter foster care unless services are provided, and who is not already being served under child protective services.
- 2) Family referred by the court for an adoptive home study.
- 3) Child and family where a referral or placement has been made through interstate compact and a home study or supervision is required.
- 4) Family referred by the court for a custody study or other service ordered by the court.

b. Distinction Between Prevention and Support Services and CPS

These services are provided prior to the need for Child Protective Service intervention and/or after intervention when the child's welfare is no longer at risk of abuse or neglect.

4. ADULT PROTECTIVE SERVICES - CODE 07

Adult Protective Services consist of the identification, receipt, and investigation of complaints and reports of adult abuse, neglect, and exploitation for incapacitated persons eighteen years of age and over and persons sixty years of age and over. This service also includes the provision of social casework and group work in an attempt to stabilize the situation. If appropriate and available, Adult Protective Services may include the provision of or

arranging for home based care, transportation, sheltered employment, adult day care, meal service, legal proceedings, placement and other activities to protect the adult.

Target Population Required to be Served

- a. Any capacitated adult 18 years of age and over, and any adult 60 years of age and over on whose behalf a complaint of abuse, neglect, or exploitation is made.
- b. Any adult identified above who is determined to need adult protective services, if the adult is willing to accept services or if these services are ordered by the court.

Refer to Section IV, Chapter A, Protective Services, for more information.

5. CHILD PROTECTIVE SERVICES - CODE 04

Child Protective Services consists of the identification, receipt and immediate investigation of complaints and reports of child abuse and neglect for children under eighteen years of age. It includes an immediate response on a 24-hour a day basis to a complaint of child abuse or neglect by investigating, assessing, and validating the complaint; and documenting, arranging for, and/or providing immediate and ongoing intensive social casework and group work for the child, his family, and the alleged abuser. These services may also include assistance with homemaking, parent aid and education, child day care, respite care, emergency shelter for the family and/or child, emergency medical care, transportation, legal proceedings and other activities to protect the child.

Target Population Required to be Served

- a. Any child on whose behalf a complaint of abuse/neglect is made.
- b. Any child, his sibling, and his family where a complaint is determined to be founded or reason to suspect, and the child remains at risk of abuse or neglect.

- c. See Section I, Chapter A, Introduction to Family Based Social Services, for other target populations to be served.

Refer to Section III, Chapter A for more information.

6. FOSTER CARE AND ADOPTION SERVICES - CODE 03

This service provides a full range of casework and other treatment and community services for a child entrusted or committed to the local welfare board or for whom "after care supervision" has been delegated by the court. Included is the arranging for substitute care on a 24-hour a day basis. Such care may be in a family or group living arrangement or in a residential treatment facility. Child day care, education-related services and other activities which maximize growth and development are also included. Services are provided to the biological family while working to return the child to the family. If reunification is not appropriate, the service may include the social and legal processes to terminate parental rights and assist the child in becoming a member of a new family unit through adoption. Services are also provided to the foster family and/or adopting family including on-going counseling and support, training, and other pre-and post-placement services. Post-adoptive services may be included.

Target Population Required to be Served

- a. Any child entrusted or committed to the local agency's board, or for whom after-care supervision has been delegated by the court.
- b. Family of a child in custody.
- c. Foster family with whom a child in custody is placed.
- d. Relatives of a child in custody if the goal is to place the child with these relatives.
- e. Adoptive parents of a foster child if the goal is adoption by these parents.

7. Employment Services - CODE 09 or 10

Employment services are provided to the individual on a mandatory or voluntary basis to assist him/her in retaining, regaining, or securing employment. These services may include social casework and group work, education and training leading to employment, job search, work experience, child day care, transportation, medical/dental care and other activities necessary for employment.

This service has two funding sources, the Social Services Block Grant and Employment Services Program funding.

a. Target Population Required to be Served

- 1) Any applicant or recipient of certain benefit programs, based on the local agency's employment plan, who does not meet criteria for exempt status.
- 2) Any applicant or recipient of certain benefit programs, based on the local agency's employment plan, who is exempt from mandatory registration but who requests the service.
- 3) Any child of a recipient of Aid to Dependent Children (ADC) who needs child day care in order for the parent/guardian to continue employment, obtain education or training leading to employment, or seek employment.
- 4) See Section I, Chapter A, Introduction, for other target populations.

b. Coding of Employment Services

- 1) Code 10

Applicants or recipients of ADC, and in some localities, GR, who are registered for the Employment Services Program (ESP) are coded to "program area" 10 if they do not receive social services (either SSBG or ESP funded). These cases are coded "E" on the GCD in element 65 (ESP Case).

- 2) Code 09
 - a) Registrants in the Employment Service Program (ESP) who receive social services funded by SSBG or the ESP allocation are coded to "program area" 09. These cases are coded "B" on the GCD in element 65 (ESP Case).
 - b) Clients not registered for ESP but who need SSBG employment services or services in support of employment or training such as child day care, transportation, etc.

B. PURCHASED SERVICES

The 23 purchased services are identified and defined in this section. The appropriate VACIS numerical code used in the Resource and Vendor Payment subsystems to identify the purchased service is shown next to the title of the service. Special provisions which further clarify the purchased services are also included where applicable.

The client subcategory codes which relate to each purchased service are shown in the Appendix under Allowable Client Subcategories by Purchased Services. Only clients under the subcategories listed for the purchased service may be eligible for that service.

Certain purchased services and/or components are mandated. They are:

- 1) Foster Care For Children - Code 2801
- 2) Child Protective Services - Code 2701
- 3) Day Care for Children - Code 0902
- 4) Home Based Services - No Code

1. ADULT PROTECTIVE SERVICES - CODE 2601

This includes the purchase of any service to stabilize the situation and/or prevent institutionalization in an Adult Protective Service case, provided that the need is

documented in the client's case record. The service may include the purchase of emergency shelter until more permanent arrangements can be made. This service may also include the purchase of items such as clothing, food, utilities, or rent when no other resources are available and a lack of these becomes life threatening or may result in institutionalization.

Special Provisions

- a. This service is to be offered without regard to income to assure the basic well-being of aged, incapacitated adults who are in need of protective services.
- b. An adult is defined as any person 18 years of age and older who is incapacitated and any qualifying person 60 years of age and older, who, in either case, both of whom reside in the Commonwealth; provided, however, "adult" may include incapacitated or qualifying nonresidents who are temporarily in the Commonwealth and who are in need of temporary or emergency protective services.
- c. Medical examinations for purposes of case planning are paid from administrative funds.
- d. If the agency wishes to restrict the discrete services to be purchased as Adult Protective Services or place limits on the length of time that any discrete service may be purchased, the local board must set such restrictions.

2. CHILD PROTECTIVE SERVICES - CODE 2701

This includes the purchase of any service to stabilize the situation and prevent disruption of the family, provided that the need is documented in the case record. This service may include the purchase of emergency shelter until more permanent arrangements can be made. It may also include the purchase of items such as clothing, food, utilities or rent when no other resources are available and a lack of these needs becomes life threatening or may result in institutionalization.

Special Provisions

If the agency wishes to restrict the discrete services to be purchased as Child Protective Services or place limits on the length of time that any discrete service may be purchased, the local board must set such restrictions.

Mandated Components

Mandated are Emergency Shelter and Medical or Remedial Care/Evaluation/Treatment Components.

3. COUNSELING AND TREATMENT - CODE 0601

This includes the purchase of psychological, psychiatric, and therapeutic services not covered under Title XIX. Such services include evaluation and diagnosis of problems, development of treatment goals and strategies and counseling. Room and board may also be included.

Special Provisions

- a. Services purchased from agencies such as Community Mental Health and Mental Retardation Services Board must be certified by the Department of Mental Health and Mental Retardation as complying with appropriate criteria for licensure and certification requirements developed for counseling and treatment of the mentally ill and mentally retarded.
- b. The mental health/mental retardation counseling and treatment component of the service may be purchased for the mentally ill, emotionally disturbed, mentally retarded, cerebral palsied, epileptic, autistic or maladjusted person. Such services include diagnostic assessment counseling, aftercare supervision, community resource referral, crisis intervention, and assistance in living arrangements.
- c. Counseling services under this service are those activities described as being exclusive of counseling related to any other services.
- d. Services are available through purchase from facilities such as State operated mental health clinics, locally operated public mental health clinics and centers under the auspices of Community Mental Health and Mental Retardation Services Boards, private mental health professionals licensed to provide services,

private mental health clinics and public and private residential treatment facilities.

- e. Medical examinations for purposes of case planning are to be paid from administrative funds.

4. DAY CARE FOR ADULTS - CODE 0802

This includes the purchase of day care from approved providers. Day care includes personal supervision of the adult and promotes social, physical and emotional well-being through companionship, self-education, and satisfying leisure time activities.

Special Provision

- a. The adult must in in need of day care services based on inability to care for himself/herself without help due to advanced age, blindness, disability or infirmity. In addition, either the individual(s) normally responsible for his care in a family situation is not available to provide such care, or the adult is living in a group home.
- b. Day Care facilities must be licensed or approved by the appropriate State agencies. Adult day care homes must be local agency approved.

5. DAY CARE FOR CHILDREN - CODE 0902

This includes the purchase of day care from approved providers. Day care may be provided to children whose parent/parent substitute is employed, in training for employment, temporarily ill or absent from the home. It may also provide protection for the child or opportunities for the child with special needs such as physical, mental or emotional problems. Transportation provided by the approved day care provider or a separate provider is a component. Registration and other fees may be paid when they are not a part of the day care rate.

Special Provisions

- a. Providers of direct care must be licensed by the State or approved by local social service agencies as meeting standards established by the State Board of Social Services.

- b. Medical examinations, when required, for participation are an administrative cost.

Mandated Services

Mandated is day care for children of ADC recipients who are employed in education or training leading to employment.

6. DEVELOPMENTAL DAY PROGRAMS FOR ADULTS - CODE 1002

This includes the purchase of developmental day care from approved providers. These programs provide instruction and training for mentally retarded or developmentally disabled adults (age eighteen and older), to help the individual function more independently. Transportation and registration fees are components.

Special Provisions

- a. Services purchased under this definition must be approved by the Department of Mental Health and Mental Retardation as complying with licensure and certification requirements when appropriate.
- b. Facilities providing this service must comply with licensure or standard setting requirements of the Department of Social Services when appropriate.
- c. Services provided shall meet a need of the client identified and documented in the case record for two or more of the following services:
 - 1) communication skills
 - 2) socialization
 - 3) independent personal skill and personal adjustment
 - 4) community skills
 - 5) self-help skills
 - 6) prevocational training
 - 7) physical development

7. DEVELOPMENTAL DAY PROGRAMS FOR CHILDREN - CODE 1102

This includes the purchase of developmental day care from approved providers. These programs provide stimulation, education, recreation, and socialization for mentally retarded/developmentally disabled, deaf, blind, deaf-blind children (two through age seventeen). The purpose of the service is to help the child function more independently. Such programs may be provided outside of usual school hours and/or during the summer. Transportation and registration fees are components.

Special Provisions

- a. Services purchased under this definition must be approved by the Department of Mental Health and Mental Retardation as complying with licensure and certification requirements when appropriate.
- b. Facilities providing this service must comply with licensure or standard-setting requirements of the Department of Social Services when appropriate.
- c. This service is directed to the developmental needs of the individual in areas of sensorimotor, communicative, affective and cognitive skills.

8. DRUG - CODE 1201

This includes the purchase of counseling, medical/remedial services, pharmacological intervention, social, education, and rehabilitative services for drug-addicted individuals.

Special Provisions

- a. Counseling services under this service are those which are exclusive of counseling related to any other services.
- b. The facility providing the treatment must comply with standards established by the Department of Mental Health and Mental Retardation.
- c. Social, rehabilitation and vocational services are to be interpreted broadly as any activities which are directed towards resolution of the problem.

- d. Services may be purchased from public health clinics, mental health departments, community mental health/mental retardation service boards and private mental health clinics/public facilities or private substance abuse facilities.
- e. Medical examinations for purposes of case planning are paid from administrative funds.

9. EDUCATION AND TRAINING - CODE 1401

This includes the purchase of formal or functional education and training. It is directed toward improving individual knowledge and skills. This service excludes education and training which has a guarantee of job placement or which is a requirement of employment since such activities fall under Employment Services.

Instruction through the baccalaureate degree or functional education of adults may be purchased only when the service is not available through a public (state or local) education agency without cost and without regard to income.

Special Provisions

- a. Tutoring and special education for the handicapped which are the responsibility of local/state school boards cannot be paid out of SSBG funds.
- b. Each agency must maintain documentation which identifies the basis for determining that a service is not "generally available without cost and without regard to income."
- c. Room and board may be a component of the service if education and training is provided in a residential care facility which is treatment oriented and is not a related service for purposes of special education to the handicapped.
- d. Medical examinations for purposes of case planning are an administrative expense.

- e. Related services paid from administration funds to help a child benefit from special education are not fundable from SSBG funds when such services are part of the child's Individualized Education Program.

10. EMPLOYMENT - CODE 1601

This includes the purchase of activities which assist individuals in retaining, regaining or securing employment and acquiring training or education leading to employment. This includes vocational evaluation, vocational training, and supportive services for sheltered employees of a sheltered workshop. Room and board may also be included. ESP purchased activities include day care, transportation, counseling, medical and dental care, emergency intervention, and education and training.

Special Provisions

- a. Medical examinations to determine eligibility for participation in the service are paid from administrative funds.
- b. Education leading to employment may be a component of the service when it is not generally available to any individual from State or local public agencies without cost and without regard to income. Educational fees charged to any individual for participation are payable.
- c. Vocational evaluation consists of systematic, formalized assessment and subsequent recommendations for vocational training.
- d. Medical/remedial care is reimbursable if it is integral but subordinate and not available under Titles XVIII or XIX.

11. FAMILY AND PERSONAL ADJUSTMENT COUNSELING - CODE 1701

This includes the purchase of guidance, consultation, and problem solving in a helping professional relationship. It is related to family and personal adjustment problems, values clarification, personal effectiveness, and other areas of counseling exclusive of counseling related to other discrete services.

Providers of this service shall be licensed unless exempt under Section 54-9444 of the Code.

12. FAMILY PLANNING - CODE 1801

This includes the purchase of specific information, counseling, education and medical services to help an individual limit his/her family size or space his/her children. Medical services, if unavailable from Title XIX, include physical examinations, laboratory tests, provision of contraceptive devices, and sterilization services. Supportive services may include child care and transportation.

Special Provisions

- a. Total costs of medical care, if not otherwise available, are payable and the integral but subordinate requirement is not applicable.
- b. Payment for sterilization or abortion must be in accordance with federal and State laws and is available only to those eligible based on income.
- c. A minor is considered a one member family unit for purposes of this service.
- d. Optional service components may be made available to any individual who requests them.

13. FOSTER CARE FOR ADULTS - CODE 1901

This includes the purchase of supervision and special services in an approved foster family home for an adult who has a physical/mental health condition or emotional/behavioral problem. The adult must be incapable of independent living or unable to remain in his/her own home. The cost of room and board is not included.

Special Provisions

- a. Payment may be made only for the special services provided and cannot include amounts for room and board or personal requirements of the adult.

- b. Standards adopted by the State Board of Social Services must be met by the foster home.
- c. Medical examinations required for participation in the service are paid from administration funds.

14. FOSTER CARE FOR CHILDREN - CODE 2801

This includes the purchase of any appropriate services defined in the Social Services Block Grant Plan for a foster care child when the need is documented in the child's service plan. Rehabilitative/restorative and supportive services may also be purchased as needed for parents/prior custodians and foster parents on behalf of the child. This also includes services purchased for children in Title IV-E or State subsidized adoption. SSBG funding can be used for all adopted children formerly in foster care to purchase services related to preexisting conditions.

Special Provisions

- a. Medical/remedial care is a component when it is an integral but subordinate part of the service and is not covered under Title XIX. For the individual not eligible for Title XIX such care includes: Clinics and physician's services including physical/psychiatric examinations and treatment; pharmaceutical services exclusive of Title XIX deductibles, medical supplies and equipment; prosthetic devices, eyeglasses, hearing aids; optometry/optical services; dental examinations and treatment; hearing, speech therapy and other therapeutic rehabilitative care.
- b. This service can include the purchase of the following on behalf of a foster child:
 - 1) Transportation provided to children in foster care for reasons other than accessibility to the discrete services in the SSBG plan (e.g. placement).
 - 2) Recruitment, screening, study and development of foster homes for a specific child.

- 3) Placement services on behalf of a specific child, including study and approval of foster homes provided by a licensed child placing agency.
- 4) Absence from a residential facility under specified conditions. Absence in this instance is in addition to vacations, home visits, or facility closings regularly included in the State rate setting process.

Mandates Services

Mandated is the purchase of any appropriate services in the Social Services Block Grant Plan and is necessary to meet the child's needs.

Included as mandates are those services needed after the final order of adoption for children receiving Title IV-E subsidies.

15. HEALTH RELATED - CODE 2001

This includes the purchase of instruction and assistance in preventive/restorative health measures. It may also include home health nursing services and physical, occupational or speech therapy.

Special Provisions

- a. Health and hospital related social services are not purchasable; they may only be provided by staff of the local social services agency.
- b. Medical examinations for purposes of case planning for purchased services are to be paid from administrative funds.

16. HOME BASED - (no code)

This includes the purchase of companion, chore, and/or homemaker services. Companion services are performed to assist clients unable to care for themselves in activities such as light housekeeping, companionship, shopping, meal preparation and activities of daily living. Chore services are the performance of non-routine, heavy home maintenance tasks for clients unable to perform such tasks themselves.

Homemaker services include the instruction and/or performance of activities such as personal care, home management, household maintenance, child rearing and nutrition, consumer or hygiene education.

Special Provisions

- a. For purchase of chore, companion, or homemaker services from individuals, the rate of payment and number of hours shall be in accordance with local board policy. The rate of payment for chore or homemaker providers must be at or higher than minimum wage.
- b. Standards for chore, companion, and homemaker service providers established by the State Board of Social Services shall be met.
- c. Chore services shall be provided only to persons living in an independent situation who are responsible for maintenance of their own home or apartment and have no one available to provide this service without cost.
- d. Companion services shall only be provided to an eligible adult who lives in his/her own home.

Mandated Services

The following Home Based services are mandated:

- a. Chore, Companion, or Homemaker if the agency does not have homemakers on staff for delivery of services, to the extent funds are available.
- b. Services for December, 1973 recipients of OAA, AB, or APTD mandated to have their December, 1973 income maintained.

17. HOUSING - CODE 2202

This includes the purchase of assistance to individuals and families in acquiring and/or maintaining safe, healthful, affordable housing and obtaining necessary household furnishings. This may include 1) minor housing modifications and repairs when the client owns his home and 2) special modifications for the deaf and blind.

Special Provisions

- a. The local department of social services may purchase minor housing renovations and repairs only in situations where the recipient owns the housing.
- b. "Special modification" would include such devices as flashing light doorbells for deaf individuals, special acoustic couplers and telephone telecommunications devices to allow deaf individuals use of the telephone, baby-cry signals, flashing light vibrating wake-up alarm clocks for the deaf, or vibrating phone answering devices for deaf-blind.
- c. Social Service Block Grant funds are not available for rent, utilities, deposits, purchase, construction, or major renovation or repair.

18. LEGAL - CODE 2401

This includes the purchase of legal assistance in civil matters to protect the client's rights and to prevent his/her exploitation. It does not include payment of a guardian or committee's fee.

Special Provision

Payment cannot be made for commitment to a mental health or mental retardation facility.

19. NUTRITION RELATED - CODE 2501

This includes the purchase of instruction and education about daily nutritional needs and the purchase of home delivered meals and congregate meals.

Special Provisions

- a. Educational fees can be paid for classes or courses related to nutrition.
- b. Home delivered meals are purchasable for the ill, aged, blind and/or disabled person who is homebound.

- c. Congregate meals are purchasable for the aged, blind and/or disabled adult who 1) is unable to shop or cook for himself; 2) lacks incentive and/or ability to prepare meals.
- d. An individual is not considered to be in need of home delivered or congregate meals if his/her meals are provided in a nursing home, institution, home for adults, or room and board situation or as a member of a family.
- e. An individual is not considered to be in need if his/her only cost is for purchasing raw food and has someone to prepare the meals at no charge.
- f. Vendors and transporters shall be in compliance with rules and regulations of the State Board of Health. Congregate meal sites shall also meet safety regulations as required by State and local fire regulations.
- g. Medical examinations for purposes of case planning are paid from administrative funds.

20. PREVENTION SERVICES - CODE 3201

This service, aimed at prevention, includes the purchase of any service to stabilize the situation and prevent disruption of the family, provided that the need is documented in the case record. This service may include the purchase of emergency shelter until more permanent arrangements can be made. It may also include the purchase of items such as clothing, food, utilities or rent when no other resources are available and a lack of these needs becomes life threatening or may result in institutionalization.

Special Provision

If the agency wishes to restrict the discrete services to be purchased as Prevention Services or place limits on the length of time that any discrete service may be purchased, the local board must set such restrictions.

21. SERVICES TO SPECIFIED DISABLED INDIVIDUALS - CODE 2902

This includes the purchase of coordinated and comprehensive services which assist the autistic, cerebral palsied, epileptic, mentally retarded, deaf or blind individuals. Components of this service are respite care, infant stimulation and parent training, training to maximize independence, and child stimulation and parent training. Room and board may be included.

Special Provisions

- a. Medical examinations, for purposes of eligibility determination, when required, are paid from administrative funds.
- b. Facilities providing respite care, infant and child stimulation, and training to maximize independence must meet appropriate licensing and programmatic standards of the administering agency.
- c. Training to maximize independence is provided in group homes, child care institutions, halfway houses, alternative living units, supervised apartments, foster homes, or clients' own homes.

22. SOCIALIZATION/RECREATION - CODE 3001

This includes the purchase of activities which provide opportunities for constructive social experiences and leisure time opportunities. This service is directed at improving individual functioning in personal and social communication, offering opportunities for self-expression, and minimizing isolation and monotony.

Special Provisions

- a. Socialization and leisure time resources and opportunities include: senior citizens' centers; public performances (e.g., music, other arts); social activities sponsored by fraternal, religious, civic, and other groups; and volunteer roles in community organizations.
- b. Socialization/Recreation Services are available under Group Eligibility in certain community centers for adults. For more information refer to Volume VII, Section I, Chapter C.

23. TRANSPORTATION - CODE 3102

This includes the purchase of conveyance of individuals to and from needed community resources and facilities. Travel to and from work or for medical care payable under Title XIX is not allowed under this service.

Special Provisions

- a. Transportation for Day Care for Children is paid as a day care cost regardless of whether the provider of transportation is the provider of the day care.
- b. To be purchased only when the transportation is not included in other service definitions or is not available through other community resources.
- c. A transportation driver must have a valid driver's license or chauffeur's license, as appropriate. The vehicle must have a valid registration and current inspection sticker.

C. ADDITIONAL PURCHASE CODES AND DEFINITIONS

In addition to the purchased services there are 20 purchase codes, also known as component codes, which further describe purchased service activities. These additional purchase codes, combined with the purchase of service codes, are used in the VACIS Resource and Vendor Payment subsystems. These combined codes are also used for purchase of service orders and vendor invoices. In some instances, a purchased service code and an additional purchase code component is needed. In other instances the same code is used for both.

An alphabetized listing of purchased service and additional codes is in the Appendix.

The additional purchase codes which relate to each purchased service are shown in the Appendix under Allowable Purchase Codes by Purchased Services. Only purchase codes marked under the specific purchased service may be used for that purchased service.

The additional purchase codes (component codes) are identified and defined below.

1. ADOPTION SERVICES - CODE 0101

Combined social and legal processes which enable children who have been permanently and legally separated from their natural parents to become permanent members of a new family.

2. CHORE SERVICES - CODE 0401

Chore services may be provided to an eligible adult who is unable to perform non-routine, heavy home maintenance tasks himself and there is no one available to provide these services without cost.

3. COMPANION SERVICES - CODE 0504

This includes the following:

- a. Provision of light housekeeping such as cooking and cleaning and household shopping.
- b. Provision of assistance with individualized activities such as personal cleanliness and hygiene, bedmaking and room care, dressing, feeding, laundry, medication management, or personal shopping.
- c. Provision of general supervision services for persons who cannot be left alone and/or escort services for health and safety reasons when the client is a potential danger to him/herself or others.

4. COMBINED RESIDENTIAL SERVICES - CODE 5023

Social services provided by a children's residential facility.

5. CONGREGATE MEALS - CODE 5002

Provision of balanced meals in group settings, purchased from approved providers.

6. COUNSELING - CODE 5504

Guidance, consultation and problem solving:

- a. aimed at aiding individuals to improve or change careers;
- b. aimed at aiding individuals to improve or acquire formal, functional, or consumer education.
- c. provided to individuals or a family unit by qualified human service professionals in either individual or group sessions. The counseling focuses on the individual's perception of self, family, and significant others.

Providers of this service shall be licensed unless exempt under Section 54-9444 of the Code.

7. EDUCATION - SPECIAL EDUCATION - CODE 1403

Specifically designed instruction to meet the unique needs of a handicapped child, including classroom instruction, instruction in physical education, adaptive physical education, movement education, and motor development. Service includes vocational education. Handicapping conditions include learning disabilities, mental retardation, emotional disturbances, and certain physical disabilities. See Special Provisions section under Education and Training for limitations.

8. EMERGENCY SHELTER - CODE 5019

Temporary housing and, if needed, meals provided for a child, adult, or family unit as a protective or preventive service until more permanent arrangements can be made. It may be provided in an approved emergency shelter facility, foster home, motel or hotel.

9. EMPLOYMENT-SHELTERED EMPLOYMENT - CODE 1603

Supervised, guided, remunerative employment for an individual whose current assessment indicates that employment in a sheltered setting represents the individual's maximum level of vocational functioning.

10. FAMILY SHELTER - CODE 5020

Room and board, and treatment services and supervision of the child and parent/guardian for a limited time period in an approved family shelter.

11. FOSTER CARE FOR CHILDREN - SPECIALIZED FOSTER CARE -
CODE 2802

Services provided by foster parents who, through experience or training, have the skills needed to meet the special needs of the child beyond normal care and supervision.

12. HOMEMAKER SERVICES - CODE 2104

Services from a provider with homemaking skills acquired through training and/or experience. Services may include instructions in or, where appropriate, performance of activities such as:

- a. personal care,
- b. home management,
- c. household maintenance,
- d. child rearing,
- e. nutrition,
- f. consumer or hygiene education.

13. HOME DELIVERED MEALS - CODE 5003

Preparation and delivery of a maximum of two meals a day per individual. The meals are available to eligible individuals who are homebound, cannot prepare their own meals because of illness, disability, or advanced age, and have no one to provide the meals without cost.

14. MEDICAL/REMEDIAL SERVICES - CODE 5008

Medical/remedial care may include diagnosis; testing; physical/psychological/psychiatric/neurological treatment; optical, audiological and dental services; vitamin, drug, physical, and occupational therapy; inpatient/outpatient treatment services; and emergency transportation services.

Medical supplies and equipment are also included when delivered in a residential treatment facility. Medical/ remedial care is payable with SSBG funds when the individual is not eligible for such service under Title XIX. It also has to be an integral but subordinate part of another SSBG service (except for Family Planning). It has to be necessary to achieve the objective of that service and merely not to correct a medical condition.

15. PLACEMENT SERVICES - CODE 5017

Services designed to determine the need for placement of an individual into substitute care or a residential facility, and the actual placement of the individual. The services include, where appropriate; (1) counseling of the individual and the individual's family regarding the need for, and progress in, placement, (2) the recruitment and training of substitute parents, (3) placement of the individual, (4) arrangement for and/or coordination of services during placement, and (5) placement discharge planning and follow-up with the individual and his/her family.

16. REGISTRATION - CODE 5010

One time fee required by a day care or educational facility when not part of the unit cost of care.

17. RESIDENTIAL TREATMENT - CODE 5011

The provision of services in a group-living environment to an individual whose mental, emotional, physical and/or behavioral problems prevent him or her from remaining in the home.

18. ROOM AND BOARD IN A RESIDENTIAL TREATMENT FACILITY -
CODE 5012

Maintenance (room and board) in a residential treatment facility. For foster care children, costs must be reimbursed by S/L-FC or ADC/FC, not SSBG funds. Costs for adults or non-foster care children may be reimbursed for six months by SSBG funds.

19. SPEECH THERAPY - CODE 5014

A range of services including (1) diagnosis and appraisal of specific speech or language disorders, (2) provision of speech and language habilitation or rehabilitation services or prevention of communicative disorders, and (3) counseling instruction, and guidance for parents, children, and teachers regarding speech and language disorders.

20. TESTING/DIAGNOSIS - CODE 5015

The administration of tests and the evaluation and identification of mental, emotional, physical and/or behavioral problems that prevent the individual from functioning at a normal level. It includes educational and vocational testing, evaluation, and diagnosis.

D. CLIENT CATEGORIES

There are nine categories for reporting client service cases, and 15 client subcategories for assigning client service cases. The subcategories are always designated by a three-digit code. There is also another code, 000, which is used for ESP only cases.

Each case must be assigned to a single subcategory. The subcategories are listed in the order of preference for selection. However, the service needs of a particular client and the local agency's local SSBG plan may need to be considered in selecting the best subcategory. For example, a CPS founded case could be assigned to subcategories 215 (ADC), 502 (Income Eligible), 671 (Child Abuse and Neglect), or others, depending on their income source and amount as well as the service needs of the client. The 671 subcategory may be selected over the others, for example, if the agency wishes to purchase CPS services for the client which are not in the agency's local SSBG plan under the discrete purchased services.

1. FUNDING SOURCES

There are five sources of funding client activities. These are:

- a. Refugee
- b. Social Services Block Grant (Title XX), including special appropriations for targeted services/populations.

- c. Employment Services Program (ESP)
 - d. Title IV-E
 - e. Local Only
2. REFUGEE CATEGORY (REFUGEE FUNDING)
- a. 124- ADC Eligible
Recipients of ADC refugee money payments.
 - b. 120- Other Refugees
Refugees who do not receive ADC refugee money payments.
3. ADC CATEGORY (SSBG FUNDING)
- a. 215- ADC
Recipients of ADC regular money payments.
 - b. 216- ADC Foster Care
Children in foster care who are eligible or would have been eligible for ADC six months prior to placement.
 - c. 213- ADC Refugee - SSBG
Recipients of ADC refugee money payments for whom services are funded out of Title XX, not Refugee funding.
4. SSI AGED CATEGORY (SSBG)
- 305- SSI Aged
- Clients who, due to advanced age:
- a. receive, Supplemental Security Income (SSI);
 - b. receive an auxiliary grant payment; or

- c. who are mandated to receive service because they received a chore or homemaker allowance in December, 1973, under Old Age Assistance.

5. SSI DISABLED CATEGORY (SSBG)

307- SSI Disabled

Clients who due to disability:

- a. receive Supplemental Security Income (SSI);
- b. receive an auxiliary grant payment but not SSI; or
- c. who are mandated to receive service because they received a chore or homemaker allowance in December, 1973.

6. BLIND CATEGORY (SSBG)

306- Blind

All clients who are certified blind and visually handicapped by the Department for the Visually Handicapped, including blind recipients of SSI and Auxiliary Grants.

7. INCOME ELIGIBLE CATEGORY (SSBG)

- a. 436- Foster Care

Any child in Foster Care other than one eligible under the ADC-Foster Care subcategory, 216.

When a foster care child is returned to his parents, whether the child was ADC-FC or not, and the local agency retains custody, the case is coded to 436 for services.

- b. 562- Income Eligible

Individual/family who is not blind and who does not receive ADC or SSI payments and who meets the eligibility criteria identified in Section I, Chapter C. Recipients of Medicaid and General Relief are included in this category.

8. ELIGIBLE WITHOUT REGARD TO INCOME (UNIVERSAL ACCESS)
CATEGORY (SSBG)

a. 671- Child Abuse and Neglect

Child abuse or neglect cases on which a formal complaint has been made. Only child protective services can be provided unless the case can be reclassified to ADC, SSI, or Income Eligible.

b. 672- Adult Abuse and Neglect

Adult protective service cases where a report/complaint has been made. Only adult protective services can be provided unless the case can be reclassified to another category such as SSI or Income Eligible.

c. 774- Universal Access

This includes:

- 1) Cases other than APS, CPS, or Foster Care eligible to receive services in which the income is too great to qualify the case as income eligible.
- 2) Preventive protective services cases for child or adult at risk of abuse or neglect, where no formal complaint has been made.
- 3) Family planning cases in which the only service requested is family planning and the recipients are not ADC, SSI or income eligible.
- 4) Special needs adoption cases which are not eligible for Title IV-E.
- 5) Cases where services are provided for an adopted child formerly in Foster Care related to pre-existing conditions.

9. TITLE IV-E (TITLE IV-E FUNDING)

783- Subsidized Adoption

This code is used only for those children receiving subsidized adoption payments who have been determined ADC-FC or SSI eligible and the final order of adoption is completed.

Subsidy cases are to be opened in the name the child will be known as after final order of adoption is completed.

10. NON-FEDERAL

775- Other - Non-SSBG

Cases which receive services, income exceeds percentage of median income established, no other classification can be appropriately assigned and the locality wishes to maintain a service. No services may be purchased for cases in this subcategory code unless 100% local funding is used.

11. ESP ONLY

000- ESP Only

Cases which include an Employment Services Program registrant but do not receive any social services.

E. OPEN SERVICE CASE TYPES

Each open service case will need to have a primary problem "case type" designated for it. This case type is used for caseload standards to provide credit for the work done by the local agency on open service cases. See also Section VI, Statistical Reporting.

Case type is to be entered on the Generic Case Document (GCD) in element 59. It is possible that a case may have two case types. For example, a case may be a CPS case and an ESP case at the same time.

Case types are subsets of the seven direct services, as follows:

1. INTAKE: EMERGENCY/CRISIS FIRST 45 DAYS - CODE 12

A newly opened, short-term case (generally up to 45 days) requiring immediate attention due to:

- a. an emergency situation such as lack of shelter, food, clothing, or
- b. a crisis characterized by dysfunction requiring immediate social casework intervention and problem resolution.

2. INTAKE: SHORT TERM/ASSESSMENT - CODE 14

A newly opened, short-term case (generally up to 45 days) requiring:

- a. brief services such as follow-up, or
- b. more complete assessment/screening to determine the most appropriate on-going service to be provided.

3. ADULT: PREVENTION - CODE 82

A case in which intervention is needed to:

- a. prevent placement of an adult in an institution, and/or
- b. prevent abuse, neglect, or exploitation of an adult.

The intervention may be intense and require many resources in an attempt to stabilize the situation. It includes assessment and service planning to provide/arrange for such supportive services as home based care, adult day care, adult foster/family care and other alternate living arrangements, and/or other activities. It may involve court intervention. A case requiring nursing home preadmission screening generally fits this case type.

4. ADULT: STABILIZATION/SUPPORT - CODE 86

A case in which intervention is needed primarily to maintain and monitor on-going supportive services to promote the self-sufficiency and enhanced functioning of

the adult. Supportive services include, but are not limited to, home based services, adult day care, alternate living arrangements, and/or other activities.

5. PREVENTION AND SUPPORT: PLACEMENT PREVENTION - CODE 62

A case in which intervention is needed primarily to prevent foster care placement of a child at risk of entering foster care within six months. The goal is to maintain the child(ren) in his own home and the child is:

- a. subject to any judicial proceedings where foster care is an alternative at disposition;
- b. a child whose parent either acknowledges loss of, or, in the worker's judgement, has lost the capacity to care for and nurture the child; or
- c. any other child likely to enter foster care.

This case type is similar to **a high risk CPS case** except that no formal complaint was made or the complaint was not substantiated.

6. PREVENTION AND SUPPORT: PREVENTION OF CHILD ABUSE/NEGLECT - CODE 64

A case in which intervention is needed primarily to prevent child abuse or neglect. This includes a case where:

- a. the parent(s) acknowledges the potential for abuse or neglect;
- b. the service worker has become aware of the potential for abuse or neglect, but no formal complaint has been made; and/or
- c. a formal complaint has been determined unfounded but the child is at risk of abuse or neglect.

7. PREVENTION AND SUPPORT: STABILIZATION/SUPPORT - CODE 66

A case in which intervention is needed for:

- a. ongoing family support such as budgeting, guidance with child discipline, etc.;
- b. interstate supervision of a child in custody of another **State**; or

- c. courtesy supervision of a child in custody of another local agency.

Note: A Courtesy Supervision case will not be coded to this case type on the GCD when the agency holding custody has an open case. The credit for the agency providing courtesy supervision will be derived from data on the Service Supplement.

Note: This does not include a case primarily receiving day care in support of employment/training.

- 8. PREVENTION AND SUPPORT: HOME STUDY/COURT ORDERS - CODE 68

A case in which intervention is needed to complete:

- a. independent adoption study;
- b. interstate placement study;
- c. custody study;
- d. mediation **or other** services ordered by the court (**not related to services already being provided by the local agency**);
- e. search for birth parent (even though this service may be provided for a family with no minor children); or
- f. services ordered by the court on behalf of a child committed to the Department of Corrections.

- 9. APS: INVESTIGATION - CODE 70

A case in which an APS investigation is being conducted. Once a determination is made, the case type is changed if it remains an open case, or the case is closed.

Note: Credit for an APS investigation is not derived from this code; data from the service supplement is used. **This code is not necessary if the case is already open with another case type such as Adult Services - Stabilization/Support.**

10. APS: ADULT PROTECTIVE - CODE 74

A case, **subsequent to an investigation**, in which intervention is needed to protect an aged or incapacitated adult when:

- a. the adult is determined to be in need of protective services, based on **the investigation; and**
- b. **the adult/guardian consents to services or involuntary protective services are ordered by the court.**

11. CPS: CHILD PROTECTIVE - CODE 44

A case, subsequent to an investigation, in which intervention is needed based on the service worker's assessment of risk related factors and service needs.

Refer to Section III, Chapter A for more details on **opening a case to CPS.**

12. FOSTER CARE/ADOPTION: SPECIALIZED CARE - CODE 32

Cases of children in agency custody which:

- a. require extra attention of the local agency, and
- b. include assessments which document that the child has moderate to severe behavioral or emotional problems, developmental disabilities, physical disabilities, or is dually diagnosed.

This case type will be further broken down in the caseload standards model by goal identified on the Service Supplement.

13. FOSTER CARE/ADOPTION: NON-SPECIALIZED CARE - CODE 34

Cases of children in agency custody which do not meet both criteria for specialized care.

This case type will be further broken down in the caseload standards model by goal identified on the Service Supplement.

14. FOSTER CARE/ADOPTION: POST ADOPTION - CODE 38

Cases in which intervention is needed after finalization of an agency placed adoption to:

- a. monitor a subsidy agreement, and/or
- b. maintain the placement by providing post adoption services.

Note: A case requiring intense intervention because of possible disruption should be coded Placement Prevention. A case requiring CPS services should be coded to the appropriate case type under that service.

15. EMPLOYMENT - ESP WITH DAY CARE/OTHER SUPPORT - CODE 92

A case with an Employment Service Program (ESP) registrant being assessed for or receiving day care, **ESP counseling services (ongoing family support with budgeting, discipline, alcohol/drug abuse, structural family therapy, etc.), emergency/crisis intervention, and/or ongoing medical/dental needs** provided through a social worker.

16. EMPLOYMENT: ESP - NO SUPPORTIVE SERVICES - CODE 94

A case with an ESP registrant with no **ongoing support services except transportation** being provided through a social worker. This includes one-time-only support services.

17. EMPLOYMENT: DAY CARE/OTHER SUPPORT-NON ESP - CODE 96

A case being assessed for or receiving day care or other support service needed to obtain/retain employment or education/training leading to employment which is not an ESP case.

This code is appropriate for a case receiving day care and/or other support services through a social worker under the FSET program or the Day Care Fee System.

This code is not appropriate for a case receiving day care for protective or preventive reasons.

18. DUAL CASE TYPES

There are a few instances where a case may have two case types, i.e. two primary reasons for services. A case with two agency workers does not necessarily mean that two case types are appropriate.

The following chart identifies allowable and unallowable dual case types. No two codes within a board service series are allowed. (Example: 64 and 66, 82 and 86, etc.) Exception: 62 or 64 may rarely be combined with 68 (only for interstate or adoption combined with prevention).

<u>Services</u>	<u>Codes</u>	<u>Allowable</u>	<u>Unallowable</u>
Intake	12, 14	94 (1st 45 days only)	All other
Adult	82, 86	38, 44, 62, 64, 66, 68, 94	12, 14, 32, 34, 70, 74, 92, 96
Prevention and Support	62, 64	68 (interstate or independent adoption only), 74, 82, 86, 92, 94, 96	12, 14, 32, 34, 38, 44, 70
	66	74, 82, 86, 94 (child directed, not regis- trant directed), 96	12, 14, 32, 34, 38, 44, 70, 92
	68	44 or 62 or 64 (inter- state or independent adoption only, not CPS or prevention), 74, 82, 86, 92, 94, 96	12, 14, 32, 34, 38, 70
APS	70	None (not needed with any other)	All others
	74	38, 44, 62, 64, 66, 68, 92, 94, 96	12, 14, 32, 34, 82, 86
CPS	44	68, 74, 82, 86, 92, 94, 96	12, 14, 32, 34, 38, 62, 64, 66, 70
FC/Adoption	32, 34	94 (Title IVE only)	All others
	38	74, 82, 86	12, 14, 44, 62, 64, 66, 68, 70, 92, 94, 96
Employment	92	44, 62, 64, 68, 74	12, 14, 32, 34, 38, 66, 70, 82, 86
	94	12, 14, 32, 34, 44, 62, 64, 66 (child directed), 68, 74, 82, 86	38, 70
	96	44, 62, 64, 66 (child directed), 68, 74	12, 14, 32, 34, 38, 70, 82, 86

F. MAINTENANCE PAYMENT CODES

For those agencies who are making payments for adoption and foster care maintenance through VACIS or who are using residential facilities, the appropriate four-digit code must be used. This section identifies and defines these codes.

1. ADOPTION MAINTENANCE SUBSIDY PAYMENT

Payments made to adoptive parents on behalf of a "special needs" child to subsidize maintenance costs of that child. These payments are made on the basis of a contractual agreement entered into by the local board and the adoptive parents prior to legal adoption of the child.

The codes for these payments are:

- a. 6105 - Adoption Maintenance Subsidy
 Payment by Age Group.
- b. 6101 - Adoption Maintenance Subsidy
 Payment - Ages 0-4
- c. 6102 - Adoption Maintenance Subsidy
 Payment - Ages 5-12.
- d. 6103 - Adoption Maintenance Subsidy
 Payment - Ages 13 and Over

Code 6105 is used to make adoption maintenance subsidy payments at the State rate. The system will pay the appropriate rate based on the age of the child.

Codes 6101, 6102, 6103 are used for adoption maintenance subsidy payments which are less than the State rate. Workers must select the appropriate code for the age of the child and update when it changes in rates or the child's age occur.

Special Provisions

Subcategory 774 - If the adoptive family of a child receiving a State/local adoption subsidy requests and is approved for services not included in the subsidy agreement, the subcategory for which this family becomes eligible should be used to provide subsidy payments for the child.

Subcategory 783 - If the adoptive family of a child receiving IV-E adoption subsidy requests and is approved for services other than SSBG services on behalf of the child or those included in the subsidy agreement (in this situation), the child must remain a separate case in subcategory 783. This is necessary to identify IV-E funds as the source of payment for the subsidy.

2. ADOPTION SPECIAL SERVICE - SUBSIDY

Payments made on behalf of a "special needs" child who has a physical, mental, emotional, or dental condition requiring special services and/or equipment.

6104 - Adoption Special Service Subsidy

Special Provisions

- a. Subcategory 774 - If the adoptive family of a child receiving a State/Local Adoption Subsidy requests and is approved for services not included in the subsidy agreement, the subcategory for which this family becomes eligible should be used to provide subsidy payments for the child.

Subcategory 783 - If the adoptive family of a child receiving IV-E adoption subsidy requests and is approved for services other than SSBG services on behalf of the child or those included in the subsidy agreement (in this situation), the child must remain a separate case in subcategory 783. This is necessary to identify IV-E funds as the source of payment for the subsidy.

- b. This service may be used to purchase from a commercial establishment (internal authorization) or to provide reimbursement to adoptive parents (reimbursement). It may also be used to pay an individual provider at a rate set by the LWA or a provider at a rate set by State Office Purchase of Service staff.

3. FOSTER CARE MAINTENANCE PAYMENT

Payments made to providers of care or on behalf of a child committed or entrusted to a local board of public welfare. These payments are made to defray the cost of maintenance (basic needs) of the child.

The codes for these payments are:

- a. 6009 - FC Maintenance Payment by Age Group
- b. 6004 - FC Out-Of-State Payment - Greater Than State Rate
- c. 6011 - FC Out-Of-State Payment - Same/Less Than State Rate
- d. 6006 - Room and Board in a Residential Non-treatment Facility
- e. 6010 - FC Special Payments - Residential Facility

- f. 6007 - Foster Care Maintenance Payment - Medical Care
- g. 6012 - Foster Care Special Payment - Other
- h. 6008 - Foster Care Supplemental Allowance
- i. 5012 - Room and Board in a Residential Treatment Facility

4. FOSTER CARE MAINTENANCE PAYMENT - INDEPENDENT LIVING

Payments made to a child, committed or entrusted to a local board of public welfare, in an independent living arrangement. Payment may also be made to a designated payee.

6005 - Foster Care Maintenance Payment - Independent Living

LIST OF PURCHASE CODES

This list combines the codes for purchased services (upper case) and additional purchase codes (lower case.)

<u>CODE</u>	<u>ABBREVIATED NAME</u>	<u>FULL NAME</u>
0101	Adoption Services	Adoption Services
2601	ADULT PS	ADULT PROTECTIVE SERVICES
2701	CHILD PA	CHILD PROTECTIVE SCES
0401	Chore Servs	Chore Services
0504	Companion	Companion
5023	Combined Services	Combined Residential Services
5002	Congregate Meals	Congregate Meals
0601	COUNSEL & TREAT	COUNSELING AND TREATMENT
5504	Counseling	Counseling
0802	D C ADULTS	DAY CARE FOR ADULTS
0902	D C CHILDREN	DAY CARE FOR CHILDREN
1002	DEV DAY ADULT	DEVELOPMENTAL DAY PROGRAMS FOR ADULTS
1102	DEV DAY CHILDREN	DEVELOPMENTAL DAY PROGRAMS FOR CHILDREN
1201	DRUG	DRUG
1401	EDUC & TRAINING	EDUCATION AND TRAINING
1403	Ed & Train Special Ed	Education and Training - Special Education
5019	Emergency Shelter	Emergency Shelter
1601	EMPLOYMENT	EMPLOYMENT
1603	Sheltered Employment	Employment - Sheltered Employment
1701	FAM PER ADJ COUNSEL	FAMILY AND PERSONAL ADJUSTMENT COUNSELING

LIST OF PURCHASED CODES (Continued)

<u>CODE</u>	<u>ABBREVIATED NAME</u>	<u>FULL NAME</u>
1801	FAMILY PLANNING	FAMILY PLANNING
5020	Family Shelter	Family Shelter
1901	FC ADULTS	FOSTER CARE FOR ADULTS
2801	FC CHILD	FOSTER CARE FOR CHILDREN
2802	FC Specialized Serv	Foster Care for Children - Specialized Foster Care
2001	HEALTH RELATED	HEALTH RELATED
5003	Home Delivered Meals	Home Delivered Meals
2104	Homemaker	Homemaker
2202	HOUSING	HOUSING
2401	LEGAL	LEGAL
5008	Medical/Remedial Ser	Medical/Remedial Services
2501	NUTRITION RELATED	NUTRITION RELATED
5017	Placement Services	Placement Services
3201	PREVENTION	PREVENTION SERVICES
5010	Registration	Registration
5011	Residential Treat	Residential Treatment
5012	Room & Board Res Treat	Room and Board in a Residential Treatment Facility
2902	SERV SPEC DISABLD IND	SERVICES TO SPECIFIED DISABLED INDIVIDUALS
3001	SOC/REC	SOCIALIZATION/RECREATION
5014	Speech Therapy	Speech Therapy
5015	Testing/Diagnosis	Testing/Diagnostics
3102	TRANSPORT	TRANSPORTATION

ALLOWABLE PURCHASE CODES BY PURCHASED SERVICES

This chart shows which additional purchase codes relate to each of the 23 purchased services. Only purchase codes marked under the specific purchased service may be used for that purchased service.

ALLOWABLE PURCHASE CODES BY PURCHASED SERVICES (Continued)

ALLOWABLE CLIENT SUBCATEGORIES BY PURCHASED SERVICES

This chart shows which client subcategory codes are applicable for each purchased service. Only clients in the subcategories listed under the specific purchased service are eligible for that service.

SUMMARY OF OPEN SERVICE CASE TYPES

<u>Broad Service</u>	<u>Case Type</u>	<u>Code</u>
Intake Services	Emergency/Crisis 1st 45 days	12
	Short Term/Assessment	14
Adult Services	Prevention	82
	Stabilization/Support	86
Prevention & Support Services For Families	Placement Prevention	62
	Prevention of Child Abuse/ Neglect	64
	Stabilization/Support	66
	Home Study/Court Orders	68
Adult Protective Services	Investigation	70
	Adult Protective	74
Child Protective Services	Child Protective	44
Foster Care/Adoption	Specialized Care	32
	Non-Specialized Care	34
	Post Adoption	38
Employment Services (and Day Care and Other Support)	ESP with Day Care/Other Support	92
	ESP - No Supportive Services	94
	Day Care/Other Employment	96
	Support - Non-ESP	

VOLUME VII
SECTION VI

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STATISTICAL REPORTING

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INTRODUCTION

Accurate statistical data about the programs, services, client/families served, and costs are very critical to support the provision of social services in Virginia. Data must be kept current in order to provide relevant, accurate information.

1. MAJOR SOURCES OF DATA

a. VACIS

See VACIS User Guides for details.

1) Case/Client Subsystem

a) Generic Case Document

The GCD provides client/family demographic data, data on case type for caseload standards, and data on direct services.

b) Service Supplement

The Service Supplement provides data on APS, Foster Care, Adoption Subsidy, and ESP.

2) Resource Subsystem

a) Resource Information Document

The RID provides general data on providers.

b) Agency Approved Provider Resource Document

The AAPRD provides data on agency approved providers, including data on approvals and renewals for caseload standards.

c) Purchase of Service Resource Document

The POSRD provides data on services and rates approved for purchased services.

Three local agencies are not participating in this subsystem.

3) Vendor Payment Subsystem

This subsystem is being piloted in five local social service agencies.

b. Financial Data

1) Financial Reports (See Volume I)

2) Warrant Registers (See Volume I)

3) Vendor Payment Subsystem of VACIS for five pilot agencies

2. USES OF DATA

a. Caseload Standards for Service Programs

A caseload standards model is used to determine the needed staffing level in each local social service agency. Key data from VACIS and other reports are used in the model to provide appropriate credit for work performed at the local agency. The caseload standards model utilizes data from five areas, as follows:

1) Open Service Cases

The model utilizes a primary problem "case type" to distinguish work related to open service cases. Case type is entered on the GCD in data element 59. See Section V, Service Definitions and Codes, for case types and definitions, and various service chapters.

Exceptions: Courtesy supervision case counts are derived from the Service Supplement. Food Stamp Employment and Training (FSET) cases are reported manually.

2) CPS Investigations

Data from CPSIS are used to credit work related to CPS investigations. See Section III, Chapter A, Protective Services.

3) APS Investigations

APS data from the Service Supplement in VACIS are used to credit work related to APS investigations. See Section IV, Chapter A, Protective Services.

4) Agency Approved Providers

Data on approval and renewal of agency approved providers are obtained from the VACIS Resource subsystem. The agencies not using this subsystem must submit manual reports. See Section I, Chapter I, Standards and Regulations for Agency Approved Providers.

5) Nursing Home Preadmission Screening

Data on nursing home preadmission screenings are utilized to provide credit for this work. The Department of Medical Assistance Services provides these data monthly based on information reported by local agencies and local health departments.

b. Other Uses of Data

Data are used for many other purposes, including direct service provision, monitoring and evaluation of programs and services, numerous statistical reports, to support funding requests, and other requests for data.