

POLICY 4.1

ELIGIBLE POPULATIONS

4.1.1 *Children in Need of Services (CHINS)*

4.1.1.2 *Purpose*

To provide guidance to local Children's Services Act (CSA) programs regarding eligibility as a Child in Need of Services (CHINS).

4.1.1.3 *Authority*

- A. Section [2.2-2648.D.3](#) of the Code of Virginia requires the State Executive Council for Children's Services (SEC) to "Provide for the establishment of interagency programmatic and fiscal policies developed by the Office of Children's Services, which support the purposes of the Children's Services Act (§ 2.2-5200 et seq.), through the promulgation of regulations by the participating state boards or by administrative action, as appropriate."
- B. Section [2.2-2648.D.13](#) of the Code of Virginia requires the State Executive Council for Children's Services (SEC) to "Oversee the development and implementation of uniform guidelines for documentation for CSA-funded services."
- C. Section [2.2-5211.B.4](#) of the Code of Virginia requires the CSAS state pool of funds to serve the following target population: "Children and youth who are determined, by either a juvenile and domestic relations district court or a family assessment and planning team, to be a Child In Need of Services as defined in [§16.1-228](#) and requiring (i) community-based services to prevent or eliminate the need for an out of home placement, or (ii) placement outside of the home through an agreement between the public agency designated by the community policy and management team and the parents or legal guardians who retain legal custody of the child."
- D. Section [2.2-5212.A.4](#) of the Code of Virginia identifies a child who "Has been determined by either a juvenile and domestic relations district court or a family assessment and planning team, to be a Child In Need of Services as defined [§16.1-228](#)" as an eligible population for funding through the CSA state pool of funds.
- E. Section [16.1-228](#) of the Code of Virginia identifies a child in need of services as "(i) a child whose behavior, conduct, or condition presents or results in a serious threat to the well-being and physical safety of the child; (ii) a child who remains away from or deserts or abandons his family or lawful custodian during one occasion and is demonstratively at

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risk of coercion, exploitation, abuse, or manipulation or has been lured from his parent or lawful custodian by means of trickery or misrepresentation or under false pretenses; or (ii) a child who remains away from or deserts or abandons his family or lawful custodian during one occasion and is demonstratively at risk of coercion, exploitation, abuse, or manipulation or has been lured from his parent or lawful custodian by means of trickery or misrepresentation or under false pretenses or (iii) a child under the age of 14 whose behavior, conduct, or condition presents or results in a serious threat to the well-being and physical safety of another person; however, no child who in good faith is under treatment solely by spiritual means through prayer in accordance with the tenets and practices of a recognized church or religious denomination shall for that reason alone be considered to be a child in need of services, nor shall any child who habitually remains away from or habitually deserts or abandons his family as a result of what the court or the local child protective services unit determines to be incidents of physical, emotional, or sexual abuse in the home be considered a child in need of services for that reason alone.

4.1.1.4 Definitions

"Child" means any person under the age of 18.

"Child in Need of Services (CHINS)" means (i) a child whose behavior, conduct, or condition presents or results in a serious threat to the well-being and physical safety of the child; (ii) a child who remains away from or deserts or abandons his family or lawful custodian during one occasion and is demonstratively at risk of coercion, exploitation, abuse, or manipulation or has been lured from his parent or lawful custodian by means of trickery or misrepresentation or under false pretenses; or (iii) a child under the age of 14 whose behavior, conduct, or condition presents or results in a serious threat to the well-being and physical safety of another person; however, no child who in good faith is under treatment solely by spiritual means through prayer in accordance with the tenets and practices of a recognized church or religious denomination shall for that reason alone be considered to be a child in need of services, nor shall any child who habitually remains away from or habitually deserts or abandons his family as a result of what the court or the local child protective services unit determines to be incidents of physical, emotional, or sexual abuse in the home be considered a child in need of services for that reason alone.

"Community Policy and Management Team (CPMT)" is the entity responsible for developing, implementing, and monitoring the CSA local program through policy development, quality assurance, and oversight of its functions.

"Family Assessment and Planning Team (FAPT)" implements the CSA by recommending services for children and their families. The team considers every child and family's strengths and challenges to address their specific needs as best they can. Families are included in all FAPT assessments, service planning, and decision-making.

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"Multidisciplinary Team (MDT)" is an alternative to a "standard" FAPT that provides an option to local CSA programs to provide review and recommendations for an identified group or type of cases and can complete all the statutory duties of a standard FAPT, including a recommendation of services for authorization by the CPMT.

4.1.1.5 Eligibility as a Child in Need of Services

- A. *State law mandates the provision of services through the CSA state pool of funds for CHINS-eligible youth (COV [§2.2-5212.4](#)) and requires that those services be considered sum-sufficiently funded under [§2.2-5211.B.4](#).*
- B. *The determination of CHINS eligibility shall be made in one of two ways:*
 - 1. *The FAPT or approved MDT shall determine whether the child meets the definition of a CHINS.*
 - 2. *A juvenile and domestic relations court finds that a child falls within the statutory definition, including that "(i) the conduct complained of must present a clear and substantial danger to the child's life or health or to the life or health of another person, (ii) the child or his family is in need of treatment, rehabilitation or services not presently being received, and (iii) the intervention of the court is essential to provide the treatment, rehabilitation or services needed by the child or his family." (COV [§16.1-228](#))*
- C. *The FAPT shall document its determination using the CHINS Eligibility Determination Form (see Appendix A).*
- D. *Once a court or FAPT determines that a child is a CHINS, there is no requirement to reestablish eligibility as a CHINS for the duration of the child's continuing involvement with the CSA program. However, once the circumstances related to a child being determined to be a CHINS have been resolved and/or services have been successfully completed, the child is no longer considered a CHINS. If a child ceases to be a CHINS, the child may qualify as a CHINS again if a court or FAPT makes a new determination.*
- E. *The local CSA program is responsible for service planning and monitoring of services provided in accordance with all provisions of the Children's Services Act (COV [§2.2-5200 et seq.](#)).*

4.1.1.6 Policy Review

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

Appendix A

Documentation of Eligibility Form

Child in Need of Services (CHINS)

Funded through the Children's Services Act (CSA)

Effective TBD

Family Assessment and Planning Teams (FAPTs) or approved alternative Multidisciplinary Teams (MDTs), will use this standard eligibility documentation form to provide consistent application in determining CHINS eligibility across all local CSA programs. Localities shall use this form to document that the decision regarding the child's eligibility was made in accordance with the Code of Virginia and the State Executive Council for Children's Services Policy 4.1.1.¹

Name of Child:	Enter the child's name.
The FAPT (or approved MDT), in accordance with SEC Policy 4.1.1 and the policies of the CPMT, determines and documents that there are sufficient facts that the following criteria are met:	
The child meets the statutory definition of a Child in Need of Services (Code of Virginia, §16.1-228): "Child in need of services" means (i) a child whose behavior, conduct, or condition presents or results in a serious threat to the well-being and physical safety of the child; (ii) a child who remains away from or deserts or abandons his family or lawful custodian during one occasion and is demonstratively at risk of coercion, exploitation, abuse, or manipulation or has been lured from his parent or lawful custodian by means of trickery or misrepresentation or under false pretenses; or (iii) a child under the age of 14 whose behavior, conduct, or condition presents or results in a serious threat to the well-being and physical safety of another person.	
<input type="checkbox"/> A J&DR court has found that the child is in "need of services" in accordance with §16.1-228; <input type="checkbox"/> A copy of the court order is attached.	
<input type="checkbox"/> The FAPT or approved multidisciplinary team has determined that the child's behavior, conduct, or condition meets the statutory definition above.	
<input type="checkbox"/> The FAPT has not determined that the child meets the statutory definition above. <input type="checkbox"/> The parent/guardian has been advised of their right to appeal the determination of the FAPT.	
If the FAPT/MDT made the determination, briefly describe in specific terms the facts and time frames on which the Team based its conclusion that the child's behavior, conduct, or condition presents or results in a serious threat to the well-being and physical safety of the child; the has remained away from or deserted or abandoned his family or lawful custodian during one occasion and is demonstratively at risk of coercion, exploitation, abuse, or manipulation or has been lured from his parent or lawful custodian by means of trickery or misrepresentation; or under false pretenses or another person if the child is under the age of 14: Click or tap here to enter text.	

¹ This checklist does not apply to abused or neglected children as defined in §63.2-100, as they are otherwise eligible for foster care prevention services.

[illegible]

Appendix B
MODEL CSA PARENTAL AGREEMENT¹
Effective 2025

This Parental Agreement (from now on referred to as the “Agreement”) is entered into on the select day day of select month, select year in the City/County of enter locality name, Virginia, between enter parent name and enter parent name, the Parent(s)/ Legal Guardian(s) of enter child’s name (a child under the age of eighteen) born on select date and enter local agency name, a public agency designated by and acting as an agent of the enter locality name Community Policy and Management Team (from now on referred to as the “Agency”).

All signing parties agree that the placement of this child in a state-approved home or licensed facility is:

- a. In the child’s best interests at this time.
- b. The most appropriate and least restrictive setting to meet the child’s needs at this time.
- c. Agreed upon by the members of the child’s Family Assessment and Planning Team (FAPT) and the parent(s) or legal guardian(s).

PLACEMENT AUTHORITY

As the parent(s)/legal guardian(s) of enter child’s name, I/we have the legal authority to plan for him/her and voluntarily place him/her on the select day of placement day of select month, select year in a state-approved home or a licensed facility for a period not to exceed enter time frame. Review of this parental agreement will occur on or before enter review date, when treatment progress and the Family Assessment and Planning Team (FAPT) recommendations will be reviewed to determine the continued need for placement and the extension or re-issuance of the parental agreement.

RIGHTS AND RESPONSIBILITIES

PARENT(S)/GUARDIANS

1. I/we retain legal custody of my/our child.
2. I/we will, to the best of my/our ability:
 - a. Actively and consistently participate in all aspects of assessment, planning, and implementation of services throughout this agreement.

¹ This is a model agreement provided for the use of local Children’s Services Act programs. Local CSA programs may modify this document in any way they see fit or create entirely new agreements for use in these cases.

- b. Attend and participate in all FAPT meetings to plan, review, and monitor the service plan concerning my/our child's and our family's needs.
 - c. Attend and participate in family therapy sessions, parent training, and/or other services for family members as described in the Individual Family Service Plan (IFSP).
 - d. Provide all necessary information and documentation to the FAPT and the placing Agency for services and placement of my/our child.
3. I/we agree to complete all Medicaid eligibility or referral paperwork for my child upon admission to the facility or after 30 days of placement (if applicable).
4. I/we agree to inform the CPMT of any plan to relocate my/our physical residence outside this jurisdiction.

PLACING AGENCY AND CSA PROGRAM

The placing Agency and FAPT shall:

1. Collaborate with the child's parent(s)/legal guardian(s) to develop and provide case management services and to implement the Individualized Family Service Plan (IFSP).
2. Provide case-specific information to the child's parent(s)/legal guardian(s) in accordance with established local CPMT policies and procedures, as well as relevant laws.
3. Provide utilization review and management in accordance with established CPMT policies and procedures.

FISCAL AUTHORITY/PAYMENT TERMS

Payments for services will be made and documented for all parties in accordance with the policies and procedures approved by the CPMT and may include:

- Parental co-pays
- Private insurance benefits
- Child support (Division of Child Support Enforcement)
- Medicaid
- CSA Pool Funds

Payment of service costs using CSA funding will be authorized only for services included in the IFSP that have been approved in accordance with the policies and procedures established by the CPMT and that comply with all relevant City/County procurement and fiscal policies.

The parent(s) or legal guardian(s) will apply for Medicaid and/or other public or private funding and resources, as applicable, to assist in paying for services provided in accordance with the IFSP.

The parent(s) or legal guardian(s) agree to pay the parental co-pay or child support as determined by CPMT policies and procedures.

In addition, the parent(s)/legal guardian(s) will retain specific financial responsibilities related to their child's care that are normal and customary parental responsibilities, including but not limited to clothing, toiletries, personal care items, and spending allowances, and the following special items: enter special items

The parent(s)/legal guardian(s) is/are aware that should they move outside of the City/County represented by this CPMT, there is no guarantee that the CPMT in the new Virginia locality or any other state's jurisdiction, will honor this agreement and the placement of their child may be disrupted. The parent(s)/legal guardian(s) further agree(s) that if they change residency to:

- Another Virginia locality.
 - The new locality has up to 30 calendar days to determine what appropriate services and agreements will apply according to its CPMT policies. The 30 calendar days begin upon the new CPMT's receipt of written notification of the residency change. This Parental Agreement will terminate when the new locality's CPMT implements services or when the 30 calendar days have elapsed, whichever occurs first.
- A locality outside of Virginia.
 - This Parental Agreement terminates immediately, meaning the CPMT has no further obligation to continue funding the placement, and the parent(s) or legal guardian(s) must assume responsibility for the placement and care of the child.

CONDITIONS FOR TERMINATION OF AGREEMENT

This is a voluntary agreement. I/we understand that as my/our child's parent(s)/legal guardian(s), I/we may revoke this agreement at any time.

I/we understand that the Agency may terminate this agreement by giving me/us enter number of days days written notice of the intended termination, including reasons and documentation supporting the reasons for termination. Reasons may include: the Agency determines that based upon a utilization review or other factors, the placement is no longer in the best interest of my/our child, is not the most appropriate or least restrictive setting to meet my/our child's needs, the child is not making adequate progress in the placement, or services have been successfully completed; or that I/we have failed to comply with the conditions and terms of this agreement.

APPEAL PROCESS

I/we understand that if I/we disagree with the Agency's decision to terminate this agreement, I/we have the right to appeal this decision by submitting a written request in accordance with the local CPMT policies and procedures for appeals. By signing this agreement, I/we acknowledge receipt of the local CPMT policies and procedures on appeals.

SIGNATURES

A copy of this agreement will be given to all signing parties, and the original will be placed in the child's file, which is located at enter location of client file. By signing below, each party enters into this agreement under the conditions set forth.

_____ PARENT/LEGAL GUARDIAN	<u>select date</u> _____ DATE
_____ PARENT/LEGAL GUARDIAN	<u>select date</u> _____ DATE
_____ REPRESENTATIVE OF THE AGENCY DESIGNATED BY THE CPMT	<u>Select date</u> _____ DATE