

**MEMORANDUM OF AGREEMENT BETWEEN
THE VIRGINIA OFFICE OF CHILDREN’S SERVICES AND
LOCALITIES PARTICIPATING IN STATE SPONSORED
UTILIZATION REVIEW UNDER THE
CHILDREN’S SERVICES ACT**

This Agreement is made and entered into this ___ day of _____, 20 between the Office of Children’s Services (“OCS”) and the Community Policy and Management Team of _____(name of locality) (“participating CPMTs”).

I. Purpose

This Agreement provides the framework for provision of state sponsored utilization review for selected cases for purposes of partial compliance with § 2.2-2648(15) and § 2.2-5206(6) of the Virginia Children’s Services Act (hereinafter referred to as CSA). This Agreement specifically delineates the duties and responsibilities of the “Community Planning and Management Team (hereinafter referred to as the CPMT) of localities electing to obtain such state sponsored utilization review and the Office of Children’s Services (hereinafter referred to as the OCS) as well as a mutually agreed upon review process. This Agreement will serve as the locality’s official Utilization Review plan for residential cases.

II. The Review Process

A. General:

1. OCS will provide utilization review services for the cases of children in non-educational residential/congregate care placements under the CSA to participating CPMTs voluntarily choosing to receive state sponsored utilization review. These placements are defined in the CSA Service Categories & Data Set Definitions approved by the State Executive Council and found at:
<http://www.csa.virginia.gov/html/CSA%20service%20categories%20and%20definitions%20-%20December%202011.pdf>.
2. The purpose of utilization review is to provide participating CPMTs information, technical assistance and/or consultation to assist in:
 - Making sound planning decisions to provide appropriate and effective services in the least restrictive environment for individual children that:
 - Tailor services and supports to the unique strengths and needs of children and their families;
 - Build upon natural family and community supports whenever possible;
 - Use public funds appropriately; and
 - Respect that CPMTs make the ultimate decisions on services and funding for a particular child.

- Improving outcomes and services for individual children and their families.
 - Building capacity to implement the utilization review function locally for those communities that wish to do so.
3. In performing utilization review, OCS will consider the placement of and services provided to children whose placements receive any funding through the CSA. With the exception of cases that are in a residential placement for educational reasons only (IEP), all cases placed in a residential program through the FAPT/CPMT will be submitted for review to OCS.
 4. When providing utilization review under this Agreement, OCS will provide qualified personnel to conduct the reviews and may consult with licensed professionals recommended by the Department of Behavioral Health and Developmental Services, if needed, on clinically complex cases.
 5. OCS will develop necessary forms and guidelines for the use of the CPMT in submitting cases for utilization review.
 6. OCS and the CPMT agree to comply with all applicable State and Federal confidentiality requirements and will not re-disclose any confidential information without the authorization of the individual, their parent or legally authorized representative unless otherwise permitted by law.
 7. All communications that include personal identifying information and/or protected health information shall be transmitted in a method that protects the security and confidentiality of such information. Typically this means using only encrypted e-mail communications, hard copy via U.S. Mail or other courier service, and fax transmission only when the recipient is alerted to an impending transmission so that they may be present as that transmission is received.

B. Scope of Review

1. OCS will periodically review all cases submitted under the terms of the Agreement. These reviews will examine all required documentation submitted to OCS by the CPMT relating to individual CSA placements.
2. Upon request of either party, the locality and the OCS will negotiate an on-site CSA review. On-site reviews will be limited to in-state placements.
3. The OCS review will include, but will not be limited to, the following:
 - An initial review, and periodic re-reviews of:
 - the appropriateness of the placement based on the individual and unique needs and strengths of the child and family;

- the appropriateness of the placement facility’s treatment plan and the Individual and Family Service Plan (IFSP) developed by the Family Assessment and Planning Team (FAPT), to include the level of family and youth involvement in these plans, as well as the utilization of the information from the Child and Adolescent Needs and Strengths (CANS) assessment in the development of these plans;
- written progress reports and updates including progress or lack of progress on the IFSP goals, to include the appropriateness of goals and objectives, as well as identified strategies to achieve these goals; and
- recommendations for length of stay and discharge planning.

C. Utilization Review Schedule

Children whose stay in the residential placement is less than 60 calendar days are exempt from review.

1. Initial Review: Each CPMT will provide the following information to OCS for each CSA placement covered under this agreement within 60 calendar days of the placement. Information for Initial Reviews should include the following:

- CSA Review Checklist (found on the CSA website)
- Documentation from the FAPT addressing the placement (e.g., FAPT minutes, case documentation submitted to the CPMT, etc.)
- Most recent CANS assessment
- Most recent IFSP
- Most recent Foster Care plan (if applicable)
- Information about prior placements (if applicable)
- Psychotropic medication information
- Most recent Magellan (Medicaid) Authorization/UM Form (if applicable)
- Service/treatment plan and progress reports from the placement
- Psychological evaluation, if available
- Discharge plan

2. Subsequent Reviews: After the initial 60-day review, each CPMT will submit information for review every 90 days for the duration of the placement. All subsequent 90-day reviews shall include:

- CSA Review Checklist (found on the CSA website)
- Documentation from the FAPT addressing the placement (e.g., FAPT minutes, case documentation submitted to the CPMT, etc.)
- Most recent CANS assessment (if updated since prior submission)
- Most recent IFSP
- Most recent Foster Care plan (if applicable)
- Psychotropic medication information (if updated since prior submission)
- Most recent Magellan (Medicaid) Authorization/UM Form (if applicable)

- Service/treatment plan reviews and progress reports from the placement
 - Actions/changes in the service plan and/or IFSP taken in response to most recent utilization review
 - Discharge plan
3. Discharge Notification: CPMT will send to OCS the Discharge Notification form (found on the CSA website) within 14 calendar days after child's discharge from the residential placement.
 4. OCS Review Schedule: Within 30 calendar days of receipt from the CPMT of all necessary documentation, OCS will complete the review for each child. If an on-site review is determined to be appropriate, this can be extended an additional 30 calendar days. OCS utilization reviews will be submitted to the CPMT chairperson and the locality's CSA Coordinator.

III. Additional Responsibilities

A. OCS will:

1. Provide, upon request by the CPMT, training and consultation to assist with the effective implementation of this agreement.
2. Perform utilization review pursuant to this agreement at no cost to the locality.

B. The CPMT will:

1. Designate an individual to be responsible for serving as the liaison with OCS and for meeting the obligations identified in this agreement.
2. Document the use of and/or response of the FAPT to the UR recommendations.

IV. PERIOD OF PERFORMANCE

Services under this Agreement will begin July 1, 2014 or the date of signing, whichever is later. This Agreement will automatically renew each year for a period of five years unless either party gives the other party advance written notice of termination 60 days prior to June 30th of each year.

V. TERMINATION

This Agreement may be terminated by the parties by either party giving the other party 60 days written notice of termination.

VI. AMENDMENT

This Agreement may be amended upon the written Agreement of both parties when signed by the parties and attached hereto.

VII. APPROPRIATIONS

Services under this Agreement shall be contingent upon sufficient appropriations for this purpose by the General Assembly.

Commonwealth of Virginia
Office of Children's Services

Community Planning and
Management Team of

(Locality Name)

By: _____
Scott Reiner
Executive Director

By: _____

Print Name & Title

Date: _____

Date: _____