


Policy Subject:	Children with Disabilities - Voluntary Placement Agreements (VPAs)
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Program Affected:	Family Preservation; Placement; Permanency; Child Support Administration



Legal Information & Purpose:

This policy supersedes Policy Directive SSA-CW #20-03 and provides guidance and clarity about Voluntary Placement Agreements (VPAs) for children who have either a documented developmental disability or mental illness.

The Children with Disabilities Voluntary Placement Act (Md. Code Ann., Family Law §5-525) ("the Act") was enacted to require that the parent(s) or legal guardian(s) of a child with a documented developmental disability or mental illness be given the opportunity to enter into a VPA with a Local Department of Social Services (LDSS) to have their child voluntarily placed when treatment needs cannot be met within the community or with home based interventions, and the parent needs placement funding assistance. The Act prohibits the LDSS from seeking custody of a child via a Child in Need of Assistance (CINA) petition based solely on the child's developmental disability or mental illness.

The Act requires that the VPA be a binding written agreement "voluntarily entered into" between the LDSS and the parent(s) or legal guardian(s) of the child and that the VPA be approved by the Department of Human Services (DHS) and the Social Services Administration (SSA). If the parent(s) or legal guardian(s) is unwilling to agree to the terms of the VPA, the LDSS cannot offer a VPA for the child.

The Act also requires that after placement, a court holds a VPA hearing prior to the 180th day of placement and at regular 6-month intervals thereafter. The purpose of the judicial hearing is to determine if continuation of placement is in the child's best interest and to qualify the child for continued Title IV-E reimbursement if eligible.

Policy:

Consistent with the Act, prior to entering into a VPA, the LDSS will work with the parent or legal guardian(s) of a child with a documented developmental disability or mental illness to make reasonable efforts to stabilize the child and preserve the child in their family setting to prevent a placement. The LDSS shall present all VPA requests at the Local Care Team (LCT) meetings prior to requesting approval of a VPA from SSA.

Although the parent(s) or legal guardian(s) retains legal custody of the child while placed, the VPA gives the LDSS the responsibility to determine the most appropriate placement for the child based on the treatment recommendations. A Residential Treatment Center or Diagnostic Facility may be the most appropriate placement for a child who has a sole diagnosis of a mental illness. The placement decision should be based on the child's treatment recommendations, clinical and service needs and whether the recommended services could be provided in the home.

The goal of a VPA is reunification. It is expected that treatment be completed within a six (6) month timeframe.

Definitions:

"Parent": means a natural or adoptive parent whose parental rights have not been terminated.

"Legal Guardian": means a person(s) to whom guardianship of a child has been given by order of court, including a court other than the juvenile court.

"Child with Disabilities Voluntary Placement Agreement (VPA)": means an agreement between a

local department of social services and the parent or legal guardian of a child who is voluntarily placed in the physical custody of the local department in order to receive treatment for a developmental disability or mental illness that the child is not able to receive in his or her own home.

"Child in Need of Assistance (CINA)": means a child who requires court intervention because (1) the child has been abused, has been neglected, or has a developmental disability, or a mental disorder; and (2) the child's parents, guardian, or custodian are unable or unwilling to give proper care and attention to the child and the child's needs.

"Developmental Disability" (DD): means a severe chronic disability that: (1) is attributable to a physical or mental impairment, other than the sole diagnosis of mental illness, or to a combination of mental and physical impairment; 2) is manifested before the individual attains the age of 22; 3) is likely to continue indefinitely; 4) results in the inability to live independently without external support or continuing and regular assistance; and 5) reflects the need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are planned and coordinated for that individual.

"Mental Disorder": means a behavioral or emotional illness that results from a psychiatric disorder, including a mental illness that so substantially impairs the mental or emotional functioning of an individual as to make care or treatment necessary or advisable for the welfare of the individual or for the safety of the person or property of another. Mental disorder does not include an intellectual disability.

"Residential Treatment Center" (RTC): means a psychiatric institution that provides campus--based intensive and extensive evaluation and treatment of children and adolescents with severe and chronic emotional disabilities who require a self-contained therapeutic, educational, and recreational program in a residential setting.

"Local Care Team (LCT)": means a forum for families of children with intensive needs to receive assistance with the identification of individual needs and potential resources to meet those needs. It provides interagency discussion and problem solving for individual, child, family, and systemic needs; and refers children and families to available local and community resources. The LCT shall also discuss a request for a voluntary placement agreement for a child with a developmental disability or a mental illness

"Diagnostic Facility": means a short-term (90-day) residential program with a structured environment where children under 18 receive therapy, treatment planning, and psychiatric and psychological services. The facility completes a comprehensive assessment and assists with identifying the child's future service needs.

"Successful Treatment": means that the child's treatment goals have been met/achieved during the VPA and the child is ready for discharge home.

Procedural Guidance:

1. Considerations Prior to Determining the Appropriateness of a VPA:

- If the child's placement is based upon a currently documented finding of abuse or neglect and the parent(s)' inability or unwillingness to provide proper care and attention, a CINA filing is the appropriate method to effectuate the removal. The existence of previous CPS findings has no bearing on the LDSS decision about moving forward with a VPA. The LDSS must assess whether all community resources have been exhausted for the family before considering a VPA.

- The LDSS shall not initiate the VPA process for a child in need of an RTC if the child currently receives Medical Assistance (MA) **and**
 - the local school system has approved funding for the education program at such a placement; or
 - the RTC will send the child to the public-school system for the child's education.
 - Under these scenarios, the LDSS shall refer the parent to the Core Service Agency/Local Behavioral Health Authority (CSA/LBHA).
- A VPA shall only be appropriate when a child is assessed to have a high level of clinical needs that require residential interventions that cannot be provided in the home and either:
 - The local school system's Individualized Education Program (IEP) team has not agreed to the need for a non-public school placement (NOTE: the family would be exercising their Dispute Resolution Rights in seeking a non-public school placement through the IEP process).
 - The local school system's IEP team will approve the child attending a non-public school **and** has approved funding for the education program at the RTC, but the child is not currently eligible for MA for the purpose of residential funding (NOTE: The LDSS shall apply for MA for the child following placement).
- The most appropriate initial placement is:
 - A residential treatment center or a diagnostic facility for a child with a documented mental illness; or
 - A DHS funded residential service program licensed to serve children with a developmental disability.

The VPA shall be terminated if these scenarios change. The parent/guardian will be responsible for discharge planning. Medicaid eligible families should be referred to Targeted Case Management (TCM) III for assistance with case management needs. Non-Medicaid eligible families can seek potentially available case management resources through TCM PLUS slots and/or specific county level resources. The CSA/LBHA can be contacted to provide assistance and guidance to the family if needed.

2. Who May Request a VPA?

Parent or Legal Guardian

A parent or legal guardian can request a VPA by contacting their LDSS via telephone or in writing to make a request for a "Child with Disabilities VPA." The parent or legal guardian shall apply in the county where they reside, even if the child currently resides in a different county or state. The parent is responsible for planning for the child while the LDSS conducts the assessment.

A request may not be initiated by a third party, such as a hospital or treatment provider.

The Court

If after conducting a hearing in accordance with the Maryland Code Annotated Courts & Judicial Proceedings §§ 3-815, 3-817 or 3-819, the court makes a finding that the LDSS made reasonable efforts to prevent placement of the child in the LDSS's custody and determines that the LDSS could have placed the child in accordance with a VPA under Maryland Code Annotated Family Law § 5-525 (b)(1) (iii), the court may hold a hearing to determine whether the child is eligible for placement through a VPA. If the court finds that

the child is not in need of assistance and the child is eligible for a VPA placement, the court may order the LDSS to offer to place the child in accordance with a VPA.

3. LDSS Assessment of a VPA Request:

- The LDSS shall schedule an assessment meeting to be held within 5 working days of the VPA request. The LDSS will provide to the parent(s) or legal guardian(s) an introduction letter that includes the appointment date and location of the assessment meeting and a checklist of necessary materials the parent(s) or legal guardian(s) must submit for a Child with Disabilities VPA.
- The LDSS shall document reasonable efforts to prevent placement, including exploring all home and community-based services that are available for a child with developmental disabilities and all community behavioral health services should be explored for a child with behavioral health issues before considering a VPA.
- The LDSS shall engage both parents in the decision to enter into a VPA. If the child is in the physical custody of one parent, the LDSS shall determine the whereabouts and status of the non-custodial parent to meet the child's needs without a VPA. The LDSS shall make reasonable efforts to include both parents in all planning meetings unless there is a court order to the contrary. If the identity or current whereabouts of the non-custodial parent is unknown, the LDSS may proceed with planning with the custodial parent, and the LDSS should continue to make reasonable efforts to locate the absent parent and other family members.
- The LDSS shall provide the following information and guidance to parents or legal guardians to prepare them for the assessment process:
 - o An explanation of the role of the agency and the requirements of the Child with Disabilities VPA, including a disclosure that entering into a VPA does not transfer legal custody to the LDSS.
 - o A description of the placement process and an explanation that decisions will be made by the child placement agency regarding the acceptance or denial of the child and where the child will be placed.
 - o An explanation that the goal of the VPA is reunification with the family at the conclusion of treatment. The parent(s) are responsible for engaging in the treatment at the facility in which the child is placed.
 - o An explanation of the parent's obligation to pay monthly child support in accordance with the Maryland Child Support Guidelines pursuant to the Annotated Code of Maryland Family Law §12-201 through §12-204, and that a child support order will be enforced under applicable federal and state laws, and that the failure to pay may result in termination of the VPA. The parents also have the obligation to pay for the child's clothing and other items needed by the child during the placement. Legal guardians who do not have an existing support obligation do not have an obligation to pay child support during a VPA.
 - o An explanation that any Social Security entitlement benefits or other retirement

or disability dependency benefits received by the child must be disclosed to the Child Support Administration (CSA). CSA will use the child's social security entitlement when calculating the child support obligation. The LDSS must have a discussion with the parent and the CSA before any decision is made regarding application to become the child's representative payee.

- o An explanation that an adoption subsidy benefit must be disclosed to the CSA because it is considered part of the parents' income.

- o An explanation of the purpose of the Local Care Team (LCT) meeting. If the purpose of the meeting is to discuss an out-of-state placement request, the parent(s) or legal guardian(s) may sign a waiver of their right to 10 days' notice to allow for immediate scheduling of the LCT meeting.
- o An explanation that a VPA does not circumvent the obligation of the LDSS to investigate any allegations of child maltreatment and to act upon the results of the investigation, as prescribed by statute.
- o An explanation that the LDSS assumes financial responsibility for the placement after the VPA is signed and the child is placed; and
- o An explanation of the appeal process for a denial of a VPA (outlined in Section 4 below).
- The LDSS shall complete a SAFE-C and Maryland Family Risk Assessment of the child's home as part of the determination of the appropriateness of a VPA. The LDSS shall also seek the family's participation in the assessment of both strengths and needs and complete an initial service agreement.
- During the assessment meeting, or Family Team Decision Meeting (FTDM), the LDSS shall obtain the following information from the parent(s) or legal guardian(s):
 - o A signed release of information form.
 - o The reason for the VPA request, child's placement history, family's strengths and limitations, and services the child has previously received to prevent placement.
 - o A letter from a treatment provider (medical doctor, psychologist, or psychiatrist) documenting that the child has a developmental disability or mental illness and requires an out of home placement.
 - o Relevant medical information, court orders pertaining to custody, the child's birth certificate, social security card, and disclosure of educational history and status, including any 504 or IEP plans.
- The LDSS shall complete and submit the referral form and attachments if needed to the LCT and ensure that the case is placed on the schedule for the next LCT meeting. If the next scheduled meeting is more than 7 days after the request, an emergency LCT meeting shall be convened. LCT approval is not needed to enter into a VPA.
- The LDSS shall ensure that an assessment meeting and LCT discussion have taken place prior to signing a VPA agreement. A Family Team Decision Meeting (FTDM) is mandatory only when a request is made to modify the terms of the VPA, placements are changed, or prior to a VPA court review hearing. In addition, the LDSS is required to conduct a FTDM if the court orders a VPA.

4. VPA Decision

- The LDSS shall render a written decision regarding the LCT's eligibility recommendation within 5 business days of the LCT meeting and send this decision to the parent(s) or legal guardian(s).
- The LDSS shall send the VPA checklist (Attachment A) to the DHS/SSA Permanency Unit for review and approval. The checklist shall be signed by SSA, indicating approval or disapproval of the VPA. SSA shall email or fax the signed checklist back to the LDSS within 2 business days.

Accepted:

- o The VPA (Attachment B) cannot be signed until the child has been accepted and is ready to be placed in an appropriate placement.

- o When a child entering into a VPA is attending a special education non-public school program, the LDSS shall notify the local school system non-public office to ensure that the transition does not result in an interruption of services.

Denied: Within 5 calendar days of the denial, the LDSS shall send the *Family Services Intended Action Letter - DHS/SSA 1068* (Attachment C) to the parent(s) or legal guardian(s) including the reason(s) why the request was denied and offer any additional services the LDSS can provide to assist the family.

Appeal Process: To appeal a denial, the parent(s) or legal guardian(s) shall first request a supervisor conference in writing. The request shall be made within 10 business days of the Family Services Intended Action Letter.

- o The conference shall be held within 10 business days of the request, and the purpose is to disclose the reason for the decision and provide the parent/guardian with an opportunity to ask questions relating to the decision.
- o If the parent(s) or legal guardian(s) disagrees with the conference outcome, the LDSS shall provide necessary forms and assist the parent with formally appealing the decision to the Office of Administrative Hearings (OAH). The parent(s) or legal guardian(s) has 90 business days from the decision notification date to file *DHS/FIA 334 - A Request for an Administrative Hearing with the Office of Administrative Hearings* (Attachment D).

5. Rights and Responsibilities under a VPA Agreement

- Parent or Legal Guardian and LDSS Responsibilities are listed in the VPA Agreement (Attachment B).
- Child Support Responsibilities:
 - o Each LDSS shall establish procedures to ensure prompt handling of VPA referrals by the local child support office and the exchange of information between child welfare staff and child support staff throughout the VPA process. This includes making sure that CSA has a copy of the most recent VPA agreement and policy.
 - o The child welfare staff at the LDSS shall provide the parents a copy of the child support application (form 980) for completion and write Voluntary Placement on the top and submit the Change Notice- Child Support Enforcement Notice within 10 business days of placement to CSA.
 - o \$15.00 application fee shall be waived.
 - o If child support payments are being made by a non-custodial parent, the custodial parent shall assign to the State all rights to receive said payments while the child is under a VPA.
 - o Legal guardians are not required to contribute child support. If the guardian is receiving child support, those payments shall be assigned to the State if the child is in a placement. The legal guardian shall complete a separate child support application for each of the child's parents.
 - o The child welfare staff at the LDSS can sign the VPA with the parent under the following conditions:
 - If the parent(s) cooperate with CSA and agree to pay the child support payments determined by the CSA guidelines, a proposed

consent order shall be signed requiring the parent to pay child support beginning at the date of the child's placement.

- ❖ If the parents request a hearing, the CSA shall file a complaint for support with the Clerk of the Court and request a court hearing on the next available court date. Once a court determines the amount that the parent(s) is required to pay, the parent(s) will be responsible for the child support payments effective from the date established in the court order.
- The CSA will let the child welfare staff know whether the parent(s) signed a proposed consent order or whether a complaint for support will be prepared.

6. Continuation of VPA

- To continue the VPA beyond the first 180 days or extend the VPA beyond the child's 18th birthday (whichever occurs first), the LDSS shall file a petition to request a Voluntary Placement Hearing in order to obtain a judicial determination that the child's disability continues to necessitate care or treatment in an out-of-home placement and continuation of the VPA is in the best interest of the child. The petition shall be filed timely to ensure that the court hearing occurs prior to the 180th day the child is in a placement or prior to the child's 18th birthday, whichever occurs first.
 - The petition shall be filed in the county where the parent(s) or legal guardian(s) resides.
 - The court shall hold review hearings for a VPA every six months until the child is no longer under a VPA.
 - The VPA may be extended up to the youth's 21st birthday, but the VPA shall end on the day of the youth's 21st birthday.
 - The packet for submission to the court shall include: the VPA petition; a copy of the VPA; the child's case plan; written documentation from a treatment provider that treatment and care continues to be needed due to the child's developmental disability or mental illness; a request to appoint counsel for the child; and a proposed order.
- The court shall make one of the following findings pursuant to Md. Code Ann., Courts & Judicial Proceedings §3-819.1 (b):
 - That the voluntary placement is in the best interest of the child and the voluntary placement continues according to the agreement.
 - That the voluntary placement is in the best interest of the child and the voluntary placement is continued with the agreement amended.
 - That the LDSS file a CINA petition to ensure the care, protection, safety, and mental and physical development of the child; or
 - That the voluntary placement is terminated, and the child will return home with or without supportive services.

7. Services under a VPA Agreement

- **Educational Services**
 - All school aged children placed under a VPA are required to have their

Individualized Education Program (IEP) implemented. If a change in school placement is required because of the VPA, the appropriate IEP team procedures shall be followed to ensure that there is no interruption in the child's IEP and related services.

- o A child under a VPA may be eligible for the Tuition Waiver under the following conditions:
 1. The child was under a VPA on his/her 18th birthday.
 2. The child was under a VPA in Maryland for at least 1 year on or after his/her 13th birthday and returned to live with his/her parents after the VPA ended.
- **Developmental Disability Services**

If the child has a developmental disability and is not known to DDA, the parent(s) or legal guardian(s) shall file an application to DDA.
- **Medicaid Waiver Program Services**

For children diagnosed with autism, developmental disabilities, or medically fragile conditions, the LDSS shall determine if the child is currently enrolled in a Medicaid Waiver program including the Autism Waiver, a Developmental Disabilities (DD) waiver (Community Pathways, Community Supports, or Family Supports) or the Model Waiver.

8. Terminating a VPA

- **After a VPA has been signed and prior to a voluntary placement hearing the VPA will be terminated under the following conditions:**
 - o When the parent(s) or legal guardian(s) provides the LDSS with a written revocation of the agreement, the child will be returned to the parent(s) or legal guardian(s) within 15 calendar days of the revocation notice. If the LDSS does not agree that return home is in the child's best interest because the child's safety will be compromised, a CINA petition shall be filed.
 - o The child has completed needed treatment and is ready for discharge from an out-of-home placement with a recommendation to return home (if the parent refuses to take the child home, the LDSS must evaluate the need for a CINA petition);
 - o The child has completed needed treatment and the clinical recommendation is something other than to return home (the LDSS must ensure that all recommended services that could be offered in the home have been exhausted and must evaluate the appropriateness of continued out-of-home care. If appropriate, the LDSS must determine the level of care, utilizing the procedural guidance in SSA/CW #10-11 (Policy Regarding Placement of Children);
 - o The parent(s) or legal guardian(s) who signed the agreement moves out-of-state.
 - o The parent(s) or legal guardian(s) who signed the agreement fails to fulfill the terms of the agreement including the parent failing or refusing to pay child support in accordance with a child support order, and the LDSS provides to the parent(s) or legal guardian(s) 15 calendar days written notice which includes details of the reason for rescission and an explanation of appeal rights and the LDSS has discussed available placement plans and options with the parent(s) or legal guardian(s).
 - o Medical Assistance has been activated for a child placed under a VPA in an RTC and education funding is approved by the local school system.
 - o Custody is transferred from the parent(s) or legal guardian(s) to another individual or child placement agency.
- If the family **relocates** to another jurisdiction in Maryland after the VPA has been signed, the LDSS shall determine, in consultation with the family and the jurisdiction where the family relocated, whether the child's interests are best met by continuing the VPA with the initial jurisdiction or if the VPA should be transferred to the

jurisdiction where the family resides.

- **Terminating the VPA after a VPA hearing has been held:**
 - Once the VPA hearing has been held, the agreement may not be rescinded without court approval. The LDSS will request that the court close the VPA and will provide notice to the parent(s) and all counsel simultaneously to the court filing.
 - The LDSS shall request that the court terminate jurisdiction and close the VPA if:
 - ❖ The child has completed treatment and is ready for discharge from out-of-home placement.
 - ❖ The parent(s) or legal guardian(s) fails to fulfill the terms of the agreement, including a parent's failure or refusal to pay child support in accordance with a child support order, or moves out-of- state.
 - ❖ Custody is transferred from the parent(s) or legal guardian(s) to another individual or child placement agency.
 - ❖ The parent(s) or legal guardian(s) requests revocation of the VPA in writing.
- **Closing Procedures**
 - Prior to terminating a VPA, the LDSS shall assess the need for ongoing services and make appropriate referrals to support the child and family in the community.
 - The case will be closed on the date the child leaves the placement unless after-care services to the family are provided for support in the transition and connection to needed community services.
 - The LDSS shall initiate a redetermination of the child's eligibility for medical assistance. If the child is not eligible, the Medical Assistance case will be closed.

9. Administrative Issues

- Each LDSS shall designate (from existing staff) a person to administer/track requests for VPAs for children with developmental disabilities or mental illness.
- DHS shall offer 3 hours of training each year for LDSS staff who are responsible for completing assessments. The training will cover current policies and practices and updates to ensure consistency across jurisdictions.
- Each LDSS shall continue to maintain and report information on a quarterly basis to

SSA regarding VPA requests, including any VPA denials at the LDSS level and the reason for the denials. This information shall be entered on a spreadsheet located on the Google Drive.

Child Juvenile and Adult Management System (CJAMS):

- All requests for voluntary placement shall be entered into CJAMS as Non-CPS requests for service "Voluntary Placement Request".
- A service case shall be opened with a program assignment of "Auxiliary Services - VPA (Request Services)" for all clients.
- When the VPA is signed and placement is made, the worker shall update CJAMS to indicate VPA placement. Removal type is "child with disabilities voluntary placement" and legal custody is "VPA agreement to DSS." CJAMS will automatically create a program assignment "Out-of-Home Placement" for the child. The parent(s) or legal guardian(s) shall be opened in the program assignment "Auxiliary - Parent(s) or legal guardian(s) of a child in out of home". If there are any

children remaining in the home, they get a program assignment only if the LDSS is providing services to the family on behalf of that child.

- When the VPA is terminated, the removal date should be end-dated.

Forms:

Attachment A - VPA checklist

Attachment B - Voluntary Placement Agreement

Attachment C - Family Services Intended Action Letter (1068)

Attachment D - VPA DHS/FIA Form 334 - Request for an Administrative Hearing

Attachment E - Change Notice - Child Support Enforcement Notice DHS/SSA 957

Related Information:

See SSA-CW #10-11 (being replaced with #20-05 Referral for Placement Services)

DHS/SSA Voluntary Placement Agreement Frequently Asked Questions

When is a Children with Disabilities Voluntary Placement Agreement request deemed appropriate? *A parent/legal guardian can request that their child, who has a documented developmental disability and/or mental illness, be voluntarily placed when their clinical treatment needs can no longer be addressed within a community-based setting.*

Who can make a request for a Voluntary Placement Agreement and how is the process initiated? *The youth's parent/guardian is the only person who can request the agency's assistance with a VPA. A parent or legal guardian may request a VPA by contacting their LDSS to initiate the request for being considered for a VPA.*

Who retains custody of the youth while placed under a Voluntary Placement Agreement? *The parent or legal guardian “always” retains legal custody of the youth. The local involvement is only to assist the family in seeking the necessary treatment needed to ensure the VPA is approved and monitored while the youth is in treatment.*

What is the protocol for completing the VPA process when the custodial parent doesn't have full legal custody and does not know the whereabouts of the non-custodial parent? *Make sure that all reasonable efforts have been made in locating the other parent. For example: making sure that letters have been sent to last known addresses, Family Finding services have been utilized, etc.*

Who is the contact person at SSA when children are denied admission to in-state and out of state facilities? What are the next steps? How do we address the child's on-going need if all in-state and out of state facilities deny admission requests? Is there any way to streamline or shorten the process for out-of-state placements? *The LDSS should consult the SSA Placement Services Unit using the PlacementandPermanency@maryland.gov email for further technical assistance regarding placement options and/or referrals to MDH community resources. The SSA Placement Unit consists of DebraLynn Pierson, Placement Supervisor and Sheila Garrett, Placement Analyst.*

What is the next step in the VPA process when there appears to be a lack of in-state capacity? *The LDSS should seek assistance from the SSA Placement Services Unit using the PlacementandPermanency@maryland.gov email for further assistance regarding seeking a possible out of state placement.*

What is the protocol when a parent requests a VPA but refuses out of state placements and there aren't any in state approvals? *It is the responsibility of the parent to work with the local department to locate a placement for the youth, therefore if a youth has not received in-state approvals and the parent is not willing to place a youth out of state. The local must work with the*



family to determine next steps i.e., exploring other community resources. The parent may also decide to withdraw their request for a VPA. The LDSS can also refer the family to the Behavioral Health Administration for further assistance.

What is the length of time a Voluntary Placement Agreement may remain in place for a youth? *For a Children with Disabilities VPA, it is expected that treatment should be completed within 6 months. To extend a VPA beyond the first 180 days, the LDSS must file a court petition to request a hearing in order to obtain a judicial determination that the youth's disability requires additional treatment in an out-of-home placement, and it is in the child's best interest to continue/extend under the VPA.*

Is a Local Care Team (LCT) approval needed in order to enter into a Voluntary Placement Agreement? *No, LCT approval is not needed in order to enter into a VPA. The LCT shall be included in the process as they are a valuable resource offered by MDH. Their role is to ensure that all community resources have been fully exhausted.*

What is the legal protection of a LDSS when there is a letter from a psychiatrist recommending RTC, but the family has not exhausted community support and resources? *The family should follow the recommendations presented during the Local Care Team meeting. This process will ensure the family has exhausted all possible community resources that the youth may be eligible for. In addition, this is one of the steps outlined in the VPA process.*

For families with private insurance, what are the appropriate steps to take in order to request a VPA? *Please advise the family to consult with their individual insurance carrier. In most cases, private insurance must first be exhausted before the family can be considered for a VPA.*

What types of placements are appropriate when requesting a Voluntary Placement Agreement? *Residential Treatment Center (RTC), diagnostic facility, or for a youth with a documented developmental disability, a DDA residential program. (Below is a listing of Current SSA Approved In- State VPA Contracted Placements). LDSS staff must use this list when implementing a VPA.*

While in placement, what are the responsibilities of the parent/legal guardian? *While a youth is in placement under a Voluntary Placement Agreement, it is the parent/legal guardian's responsibility to engage in treatment with the youth at the facility, pay monthly child support, if applicable, as well as pay for the child's clothing and other necessities. Families shall be involved in all treatment processes while their youth is receiving services under the VPA. The LDSS is available in assisting the family to navigate these services.*

Who is responsible for child support once the youth enters into a Voluntary Placement Agreement and what additional financial obligations are required? *A natural or adoptive parent whose rights have not been terminated is responsible for child support. Other financial obligations for the youth may be clothing and supplies school activities, out of pocket medication costs, etc.... for the child.*

The local department and the local child support office can assess the parent(s) financial ability and make a recommendation to the court specific to the child support obligation. A recommendation to waive child support can be provided. The court has discretion to deviate from the Child Support Guidelines

How to overcome challenges with school enrollment when there is push back? *The LDSS should first consult with the family and assist them in navigating their local educational system. This barrier can also be discussed at the required LCT meeting. In addition, the local may also seek assistance from the SSA Education Specialist, Natalie Miller at natalie.miller2@maryland.gov.*

Can a child return to the home if there is a recommendation from the LCT for RTC? *Yes, however the LDSS has the responsibility of ensuring the family has all information, support and resources in order to make a decision regarding their youth's safety. The family is the final decision maker in the decision regarding the placement of their youth. However, LDSS staff should consult with their LDSS leadership team and legal counsel regarding possible options and further assistance.*

What training on VPA is available for all staff? *Staff should refer to their LDSS VPA contact regarding any questions and/or the process. Staff can also utilize this VPA Frequently Asked Question document as a reference guide. In addition, the LDSS can contact their local VPA coordinators. If further assistance is needed, please contact the SSA Permanency Support Team for further assistance: SSA Support Analyst, Natasha Rhoden natashia.rhoden2@maryland.gov and/or SSA Permanency Supervisor, Fadea Hussain at fadea.hussain2@maryland.gov. Additionally, the Annual VPA summit is a resource which is posted on knowledge base.*

Who makes the final decision regarding a Voluntary Placement Agreement when the parent no longer wants to pursue however the current guardian deems it appropriate? *Priority should always be given, when appropriate to whomever has legal guardianship granted by the courts via a written court order. However, parents are encouraged to remain engaged in the process when they are not the legal guardian.*

Does requesting a VPA impact GAP/adoption subsidy or any other income (i.e., disability) that is received by the family? *A VPA can impact GAP/Adoption Subsidy or other income (i.e., disability) in some cases. Please refer to VPA policy SSA-CW # 22-01 referenced during this*

submit as well as the current SSA Adoption Assistance Policy, SSA Policy Directive #13-01 and the SSA Guardianship Assistance Policy, SSA Policy Directive#13-25.

What are the next steps when a family has not been able to find an appropriate placement for their child, the family is unable to care for the child and the child is ready for discharge from their local hospital? *The family shall work with the Hospital to identify an appropriate placement. The Hospital Social Worker shall contact the Local Care Team. The LCT shall convene to discuss services that can be provided in compliance with the Children's Cabinet LCT Directive 3.*

The VPA is the last resort. If the VPA is identified as the necessary resource to assist the family, the LDSS should contact the Placement Services Team via email at Placementand.Permanency@maryland.gov

What is the difference between a Time-Limited VPA and a Children with Disabilities VPA? *A **Time-Limited VPA**, #04-05, is used by a parent/legal guardian who needs temporary care for a child because of a youth's hospitalization, incarceration, or a brief circumstance. When seeking a Time-Limited VPA, please contact your local VPA Coordinator for technical assistance as SSA approval is not required. The time limited placement agreement document should be utilized as this agreement is only for 180 days.*

*In contrast, for the **Children with Disabilities VPA**, #22-01, SSA approval is needed. This process is to be used when a child, who has a documented developmental disability or mental illness, needs placement due to their treatment needs not being met in the community.*

Current SSA Approved In- State VPA Contracted Placements:

Approved Residential Treatment Centers:

Nexus Woodbourne Family Healing (Formally Woodbourne RTC)
St. Vincent Villa Maria (ages 5-14)
RICA Rockville
RICA Baltimore
Sheppard Pratt

Approved Diagnostic Centers:

The Children's Home (Female Youth Only)
St. Vincent Villa Maria (ages 5-14)
Nexus Woodbourne Family Healing (**DETP Sex Trafficking-only**)

Approved DDA group homes only:

Shorehaven, Inc.
Center for Social Change, Inc.
Jumoke Community Based Care, Inc.
Community Options
Creative Options
Second Family, Inc.
The Benedictine School
Innovative Services Inc.
The Linwood Center
Maddie's Place

Updated 12/09/21

The SSA Placement Team will advise you and keep you updated on the status of the current providers.

IV-A /IV-D Information MEMO/ACTION REQUEST

DATE: _____

TO: Child SUPPORT Enforcement Administration

FROM: Income Maintenance

District/Worker: _____

Phone Number: _____

Case Name: _____

(Last) (First) (MI)

Absent Parent Name: _____

DATE: _____

TO: Income Maintenance

District/Worker _____

FROM: Child Support Enforcement Administration

Phone Number: _____

Worker: _____

Case NO: _____

Reply Request: Yes No

The following information is forwarded to CSE.

Birth of child previously "unborn" on DHR/SSA 903-
Name: _____ D.O.B. _____

Added to Assistance unit DHR/SSA 903 attached

Removed from assistance unit Reason: _____

DHR/SSA 733 attached

Grant Changed Amount \$ _____ effective _____

Grant suspended for the month of: _____

Grant resumed for month of: _____

Change address to: _____

Case transferred to: _____

_____ :DHR/SSA 929 requested

Caretaker relative deemed cooperative

Caretaker relative deemed non-cooperative

Protective payee

Case Closed; Effective date:

Last Check month: _____ Closing code: _____

Other: _____

Other: _____

Other _____

The Following information is Forwarded to

RE : ABSENT PARENT

Located; Living with recipient.
Absent Parent Name: _____

Will begin to pay support (How often) _____
Amount \$ _____ on (Date) _____

Other _____

Other _____

RE: CARETAKER RELATIVE

Corrected non-Cooperative status (Date): _____

Other _____

Other _____

THE FOLLOWING ACTIONS HAVE BEEN TAKEN: _____

DISTRIBUTION

When reply is requested, complete in triplicate. Send original and first carbon; keep second carbon as a control. Respondent is to cross through the old address and redirect to inquirer; return original to inquirer and retain carbon. When no reply is requested, send original and keep carbon.

REVIEWED BY IV-DFISCAL: DATE: _____

Signed: _____

**STATE OF MARYLAND – IN-HOME FAMILY SERVICES
INTENDED ACTION LETTER**

Date

Name

Address

Address

CJAMS ID:

CIS ID:

(Specific Regulation Supporting Decision)

REASONS FOR ACTION:

Service Being Affected

- Services to Families with Children – Intake
- Consolidated Family Services
- Risk of Harm
- Inter-Agency Family Preservation
- Voluntary Placement Request

Action to Be Taken

- Close case
 - Transfer case
- Specify: _____

Reason for the Action

- Child(ren) assessed to be safe
 - Service objectives have been achieved
 - Family no longer wants service
 - Family is not actively progressing toward meeting the objectives of the Service Plan
 - Agency-related court involvement has been terminated
 - Family has moved to another jurisdiction
 - Referral made to another service program
 - Family cannot be located
 - Other
- Specify: _____

Department's Services and Recommendations. Discuss reason for service, the decision, the basis for the decision (to include service progress, the need for other services, any referrals made on behalf of the family), and the reason for closure or transfer.

**STATE OF MARYLAND – IN-HOME FAMILY SERVICES
INTENDED ACTION LETTER**

If you do not agree with this action or decision, please contact me. We can discuss the basis for the action or decision and your right to appeal. Appeal procedures are included with this letter.

If additional services are needed in the future, please contact the local department of social services in the area where you reside. You can also call toll free 1-800-332-6347 | TTY 800-925-4434, or go to www.dhs.state.md.us for additional information and assistance.

Sincerely,

Worker Name

Worker Title

Worker Phone Number

Supervisor Name

Supervisor Title

Supervisor Phone Number

**THE STATE OF MARYLAND
DEPARTMENT OF HUMAN RESOURCES
CHILDREN WITH DISABILITIES
VOLUNTARY PLACEMENT AGREEMENT**

Case Number _____

I (We) _____, residing

at _____
(ADDRESS) (CITY) (STATE) (ZIP CODE)

Parent(s) or Legal Guardian of _____

born on _____, request that the _____ Department

of Social Services accept for out-of-home placement services _____
(child's name)

hereinafter referred to as my (our) child.

I (We) affirm that my (our) child has a diagnosed developmental disability of _____ and/or mental illness of _____ as defined by the Children with Disabilities – Voluntary Placement Agreements Act of 2007, as amended. This voluntary placement agreement seeks to obtain treatment and/or care related to my (our) child's disability/mental illness that I (we) am (are) unable to provide.

I (We) understand that the local department will not seek custody or guardianship of my (our) child solely because I (we) am (are) financially unable to provide treatment or care for my (our) child who has a developmental disability or mental illness.

I (We) accept that the execution of this agreement shall not abrogate my (our) rights to legal custody of my (our) child.

I (We) am accepting that I (we) am (are) giving the local department responsibility for the placement and care of my (our) child for duration of this voluntary placement agreement.

I (We) agree to work cooperatively with the local department in the selection of an out-of-home placement for my (our) child.

I (We) grant permission to the local department to identify a placement resource for my (our) child that the local department determines to be suitable. Further, I (We) understand that if no mutually acceptable placement is identified, the local department will have the final authority to select an out-of-home placement for my (our) child.

I (We) accept that by signing this agreement I (we) am (are) delegating to the local department certain rights and responsibilities necessary to continue to provide out-of-home placement for my (our) child under conditions agreed upon by all parties to this agreement.

I (We) understand that it is my (our) right and responsibility to plan with the Department towards my (our) child's return home or to participate actively in making the least restrictive alternate plans.

I (We) acknowledge that my (our) child may only remain in an out-of-home placement under this voluntary placement agreement for more than 180-days if my (our) child's disability necessitates care or treatment in the out-

of-home placement beyond 180 days and a juvenile court makes a finding that continuation of the voluntary placement is in the best interests of my (our) child.

I (We) understand that I (we) will have to contribute to the cost of services provided to my(our) child by paying child support, the amount to be determined by the Child Support Enforcement Administration (“CSEA”) in accordance with Annotated Code of Maryland Family Law Article §12-201 – §12-204, or, in the event that I (We) do not agree with the amount determined by CSEA to be proper under the statutory Guidelines, CSEA shall file a child support complaint in the circuit court to determine the proper amount after a hearing.

I (We) understand that I (we) must cooperate with the CSEA by providing financial and other information necessary to establish an order for child support that will be enforced through applicable State and federal law.

I (We) understand that I (we) must cooperate with CSEA in efforts to establish paternity and obtain support from a non-custodial parent.

I (We) understand that I (we) have to apply for entitlement benefit(s) such as Supplemental Security Income (SSI) or Social Security Assistance (SSA) benefits if my (our) child is eligible or an eligible Child.

I (We) agree to assign any entitlement benefits or child support payments received for my (our) child to the State for services provided to my (our) child.

I (We) understand that I (we) will continue to maintain and be responsible for any medical co-payments already required by my (our) medical coverage.

I (We) understand that the Department may request a voluntary placement court hearing. If a voluntary placement hearing occurs, my (our) child is entitled to legal representation and that the court will hold either me (us) or the Department financially responsible for payment of services rendered by my (our) child’s attorney.

I (We) understand that at this voluntary placement hearing, the court will make the final decision regarding the continuation of the voluntary placement of my (our) child. Further, I (we) understand that the juvenile court may direct the local department to file a petition that alleges CINA (Child in Need of Assistance), which potentially could lead to an involuntary out-of-home placement.

I (We) understand that when I (we) want my (our) child discharged from an out-of-home placement, I (we) will request that my (our) child be returned by giving written notice to the Department fifteen (15) working days in advance of the desired date of return.

I (We) understand that once a voluntary placement hearing has been held, in order for the Department to discharge my (our) child from the out-of-home placement, the local department must request an administrative closing of the case by notifying the court and all counsel. If there are no objections from the court the local department will promptly return my (our) child to my (our) care.

I (We) understand that if the local department opposes a request for return of my child a judicial determination must be sought in order for my child to remain in an out-of-home placement without my consent.

I (We) understand that this voluntary placement agreement does not circumvent the obligation of the Department to investigate and act upon allegations of child maltreatment as prescribed by statute.

I (We) understand that failure to meet my (our) obligations, as the parent/legal guardian, will lead to the termination of this voluntary placement agreement.

I (We) understand that the local department may terminate this agreement by giving written notice 15 working days in advance of the desired date of return, if a voluntary placement hearing has been held the local department will request that the court close the case administratively.

THE PARENT/LEGAL GUARDIAN HAS THE RIGHT:

- To ask the local department in seeking a placement to take into consideration the child’s religious affiliation, with the understanding that there are no guarantees;
- To participate in the selection of an out-of-home placement and to make decisions about major changes in the child’s life, unless those changes concern matters protected by the child’s privacy rights;
- To receive available assistance from the local department to enable the child to return home;
- To be notified of, and to attend, any judicial, administrative, or citizen reviews of the child’s voluntary placement;
- To appeal, pursuant to the fair hearing procedure in COMAR 07.02.11.33, if dissatisfied with the services or decisions reached by the local department;
- To have legal counsel, if the need should arise, at own expense;
- To participate in planned therapeutic services and visit or otherwise contact the child as planned for in the treatment plan.

OBLIGATIONS OF THE PARENT/LEGAL GUARDIAN:

1. To participate in the placement process by taking the child and going to preplacement interviews whenever possible, and by providing whatever information is necessary to facilitate the placement.
2. To participate in the development of a concurrent (dual) permanency plan;
3. To participate in the preparation of a service agreement concerning the child’s placement and permanency plans that will be reviewed with the caseworker every six (6) months;
4. To maintain contact with the caseworker, including keeping scheduled meetings in order to discuss the child’s treatment progress;
5. To develop (in conjunction with the local department and placement provider) and maintain a schedule for visitation that will be part of the service agreement. If the parent/legal guardian cancels a visit, the parent/guardian will give the local department at least twenty-four (24) hours advanced notice.
6. To contact the local department to make arrangements for sibling visits, if appropriate;
7. To provide the local department with the following documents:
 - a. Copies of medical and/or mental health records;
 - b. Signed releases for medical and mental health information;
 - c. Health insurance information, that includes:
 - i. Name of policy holder;
 - ii. Relationship to child;
 - iii. Policy and Group Numbers;
 - iv. Effective date and the insurance card; and
 - d. Signed releases for educational information for the child;
 - e. Parental income information, that includes:
 - i. Name, address and telephone number of employer(s)
 - ii. Income/benefits (pay stubs, workman’s compensation, social security, SSI, pension/retirement; union benefits; veteran’s pension, unemployment, trust funds, and other assets)
 - f. Child’s income information, that includes:
 - i. Pay stubs and/or child support payments;
 - ii. SSI, social security benefits, trust accounts, and other non-earned income.
 - iii. All other assets

- g. Legal (divorce decrees/custody orders, child support orders, etc.) documents
 - h. Child's birth certificate
 - i. Child's social security card
8. To maintain the child's health care coverage or to enroll the child in a health care plan offered by the employer and provide the local department with the insurance card. Payment of co-pays will be the responsibility of the parent(s)/legal guardian.
 9. To be present for scheduled medical appointments that include the administration of certain immunizations, medical tests and treatments, including dental procedures;
 10. To provide a telephone number that will provide the local department emergency contact (24 hours) for cases of medical, mental health and placement emergencies;
 11. To inform the local department in writing within 48 hours of any change of address and telephone number;
 12. To give the local department limited medical/mental health guardianship for use only in instances of emergency situations;
 13. To notify the local department and, where applicable, the court of any changes in address, employment, living arrangements, or other matters that would affect the child's treatment;
 14. To provide the local department with information on the names, addresses, and phone numbers of the child's maternal and paternal relatives and, if applicable, absent parent information;
 15. To abide by the rules and regulations of the out-of-home placement services;
 16. To complete and sign the child support application before the date of placement and the execution of the placement agreement. In the event that the parent(s)/legal guardian refuses to pay any child support, the local department cannot enter into a voluntary placement agreement. If the parent(s)/legal guardian does not agree with the amount of child support that was determined to be proper by CSEA, the local department may nevertheless exercise its discretion to enter into a voluntary placement agreement, provided that the local department has referred the case to CSEA for the filing of a child support complaint in the circuit court. Once the circuit court has determined the amount that the parent(s)/legal guardian is required to pay, the requirement to pay child support payments shall be effective from the date of placement. If the parent(s)/legal guardian fails at any time to pay the full amount of child support that has been agreed upon or determined to be proper by the circuit court, the voluntary placement agreement may be rescinded and CSEA may pursue all remedies for payment as authorized by Maryland law.
 17. To obtain entitlement benefit(s) such as Supplemental Security Income (SSI) or Social Security Assistance (SSA) for an eligible child. If the parent or legal guardian is the representative payee, the parent(s) or legal guardian agrees to assign benefits or child support payments to the State.
 18. To abide by the determination of the court regarding the child's treatment, placement, and support.

Specific Parent/Legal Guardian Obligations:

THE CHILD HAS THE RIGHT TO:

- Be told why he or she is being placed;
- Be told when he or she will be placed (if appropriate);
- Be placed in the least restrictive environment that meets his/her treatment needs;
- Be offered services, including therapeutic support, that will assist the child in making an adjustment to the out-of-home placement;
- Be given the opportunity to bring photographs, special blankets, or comfort toys to the out-of-home placement, as long as the placement provider agrees that the items can be kept on its premises;
- Be given the opportunity to bring his or her own clothes, shoes, personal items, and hygiene items to the out-of-home placement, as long as the placement provider agrees that the items can be kept on its premises;
- A signed service plan which clearly sets forth the goals, objectives, and time frames by which each service shall be completed;
- Mental health treatment;
- An appropriate, individualized education plan;
- Medical and dental assessments and treatment;
- Maintenance of all family relationships (if appropriate);
- Maintenance of all collateral relationships, including relationships with friends, teachers, clergy, or others (if appropriate);
- Representation by an attorney, if the placement continues after the filing of a voluntary placement petition.

OBLIGATIONS OF THE CHILD:

List obligations for the child only if he or she participates in the development of the voluntary placement agreement and acknowledges these obligations by signature, if possible.

Child participated

Child did not participate

1. _____

2. _____

THE DEPARTMENT HAS THE RIGHT TO:

- Execute a voluntary placement agreement when an out-of-home placement is identified and available for the placement of the child and the parent/legal guardian has verified that the child support application has been completed;
- Determine the most appropriate out-of-home placement for the child based on the treatment recommendations;
- Authorize payments to the out-of-home care provider in accordance with the approved and established rates and in accordance with the provisions with local schools and/or other State agencies;
- Release information about the child and/or other family members as may be reasonably necessary in order to ensure that the child is being provided with appropriate services;
- Terminate the agreement, if the parent/legal guardian fails to abide by the terms of this agreement or the out-of-home placement providers are unable to meet the needs of the child.

OBLIGATIONS OF THE DEPARTMENT:

1. To provide care, supervision, room, board and clothing based on State standard rates;
2. To arrange for the provision of timely medical care, mental health, dental care and education, when appropriate; and, to the extent that these services are available from other agencies, notwithstanding what private health insurance covers;
3. To provide the name, address and telephone number of the placement provider to the parent/legal guardian; unless this presents a danger to the child, parent/legal guardian or provider;
4. To work with the parent/legal guardian to develop of a primary and secondary permanency plan and service agreement;
5. To help the parent/legal guardian establish an appropriate visitation schedule;
6. To keep the parent/legal guardian informed, through the placement provider, about the child's treatment progress, development and health (other than routine health care);
7. To respond to any concerns the parent/legal guardian has about the care and services provided the child; and
8. To prepare and file the petition for a voluntary placement hearing, when it appears the child will require out-of-home placement beyond 180 days (or in advance of the child's eighteenth birthday, if less than 180 days) or prepare a CINA petition, if necessary.

I (We) understand that the agreement may only be changed in writing and must be signed by all of the parties who signed the initial agreement.

I (We) understand that this agreement will continue until / / , which is six (6) months from the date noted above, unless (1) it is extended in writing by the parties, or (2) it is terminated sooner by either party giving the other party a written notice of termination.

I (We) have read, or had read to me, initialed each page of the agreement, and understand this voluntary placement agreement, which shall remain in effect during the time my (our) child requires an out-of-home placement

Dated this _____ day of _____ 20__

Name and Signature of Parent or Legal Guardian

Name and Signature of Parent or Legal Guardian

Name and Signature of Parent or Legal Guardian's witness

Name and Signature of Local Department Representative

This agreement will be extended for the following reasons.

1. _____

2. _____

Specific Changes to the Parent/Legal Guardian Obligations:

1. _____

2. _____

Extensions: The agreement will be extended until / / , which is not more than 12 months from the date the initial agreement began, which was / /.

Name and Signature of Parent or Legal Guardian

Name and Signature of Parent or Legal Guardian

Name and Signature of Parent or Legal Guardian's witness

Name and Signature of Local Department Representative

The agreement will be extended until / / , which is not more than 18 months from the date the initial agreement began, which was / /.

Name and Signature of Parent or Legal Guardian

Name and Signature of Parent or Legal Guardian

Name and Signature of Parent or Legal Guardian's witness

Name and Signature of Local Department Representative

Children with Disabilities Voluntary Placement Checklist/Approval

NAME OF CASEHEAD/FAMILY:

CASEHEAD/FAMILY ID#:

DATE OF REQUEST TO SSA:

LOCAL DEPARTMENT AND FAX NUMBER:

GUARDIAN/CUSTODIAN

Guardian/Custodian Names

Date Of Birth- Age

Current Address

Child's Name

Date Of Birth- Age

Current Address

CHECKLIST

- | YES | NO | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Assessment of family's needs completed. |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. LDSS demonstrated reasonable efforts were made to prevent placement. |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Interagency team provided decision about resources decision in writing. DATE OF MEETING: _____
(The LDSS must also submit the LCT Meeting checklist) |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Child requires Out-of-Home placement and the reason for placement is appropriate. |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Documented child met voluntary placement criteria for Developmental Disabilities and/or Mental Illness. |
| | | 6. Child Support Requirement (Respond to only 7A or 7B).
A. Date that the Binding Agreement was signed by parent: _____ OR
B. Child welfare staff was notified by CSEA that parents request a court hearing __ (just check if applicable). |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. Please identify the placement _____ (A placement needs to be identified prior to SSA approving the VPA). |

EXCEPTION: This request is for SSA to authorize the local department of social services to sign a VPA prior to obtaining the placement because Medical Assistance is needed to secure the placement and the above criteria has been met.
Initial Request:

Children with Disabilities Voluntary Placement Checklist/Approval

The local department must explain the following in the space below: (1) If the child is currently in a psychiatric facility or in another placement, have the parent(s) been involved in visiting the child and involved in the treatment? Please explain. (2) Please list the specific services that have been provided to prevent placement? (3) When and how long were these services provided to the family? (4) What was the outcome? (5) Why treatment in an out-of-home placement for this child is necessary. A response that solely depends on the treatment provider's recommendation will not be accepted.

SUBMISSION OF THIS SIGNED DOCUMENT TO THE SOCIAL SERVICES ADMINISTRATION (SSA) INDICATES THAT ALL OF THE ABOVE REQUIRED ITEMS FOR VOLUNTARY PLACEMENT ARE COMPLETED

AUTHORIZATION

WORKER Printed Name & Telephone Number:		ADMINISTRATOR'S Printed Name: (or designee)	
Signature:	Date:	Signature:	Date:

Fax (410) 333-6556 Completed Form to Helene Hornum, SSA for Approval

SSA Designee Printed Name:

SSA Approval Signature:

Date:

Children with Disabilities Voluntary Placement Checklist/Approval

NAME OF CASEHEAD/FAMILY:

CASEHEAD/FAMILY ID#:

DATE OF REQUEST TO SSA:

LOCAL DEPARTMENT AND FAX NUMBER:

GUARDIAN/CUSTODIAN

Guardian/Custodian Names

Date Of Birth- Age

Current Address

Child's Name

Date Of Birth- Age

Current Address

CHECKLIST

- | YES | NO | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Assessment of family's needs completed. |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. LDSS demonstrated reasonable efforts were made to prevent placement. |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Interagency team provided decision about resources decision in writing. DATE OF MEETING: _____
(The LDSS must also submit the LCT Meeting checklist) |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Child requires Out-of-Home placement and the reason for placement is appropriate. |
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A. Date that the Binding Agreement was signed by parent: _____ OR
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| <input type="checkbox"/> | <input type="checkbox"/> | 7. Please identify the placement _____ (A placement needs to be identified prior to SSA approving the VPA). |

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AUTHORIZATION

WORKER Printed Name & Telephone Number:

ADMINISTRATOR'S Printed Name:
(or designee)

Signature:

Date:

Signature:

Date:

Fax (410) 333-6556 Completed Form to Helene Hornum, SSA for Approval

SSA Designee Printed Name:

SSA Approval Signature:

Date: