ADDENDUM D

TREATMENT FOSTER CARE SERVICES

This Addendum D, amends, modifies and supplements that certain Agreement for Purchase of Services ("Agreement") between the Fairfax-Falls Church Community Policy and Management Team ("CPMT") or the Fairfax County Department of Family Services ("DFS"), as the case may be, hereinafter referred to as the "Buyer" and the provider identified on page three (3) of the agreement for the purchase of services, hereinafter referred to as the "Provider". Where there exists any inconsistency between the Agreement and Addendum D the provisions of Addendum D control.

This Addendum D reflects those services which the Provider agrees to make available to the Buyer. The Provider will offer services as defined on Attachment A, per requirements set forth by the state of Virginia's Office of Children's Services. Any services offered that are not defined on Attachment A will be defined on the Provider's individualized Rate Sheet. Terms not otherwise defined herein or on the Rate Sheet shall have the same meanings ascribed to them in the Agreement.

SPECIFIC TERMS AND CONDITIONS

Provider agrees to the following provisions:

1. MAINTENANCE - BASIC:
   - A. Payments made on behalf of a child in foster care to cover the cost of (and the cost of providing) food, clothing, shelter, daily supervision, school supplies, a child's personal incidentals, liability insurance with respect to a child, and reasonable travel (refer to section 11.C for more information) for the child to visit with family or other caretakers and to remain in his or her previous school placement.
     1) Food: Costs associated with providing food for the youth shall include:
        - a. The food itself
        - b. Meal preparation, operation and maintenance of the kitchen facility
     2) Clothing: Costs associated with providing and maintaining the clothing for the youth. Costs are imbedded in the family foster home rate. These costs shall include: Costs of the clothing itself, laundry and dry cleaning. (A Supplemental Clothing Allowance, of up to these maximum amounts per youth can be utilized if authorized by the Buyer.)

     *Per Section 17.1.3 of the Virginia Department of Social Services Child and Family Service Manual E. Foster Care
     http://www.dss.virginia.gov/files/division/dfs/fc/intro_page/guidance_manuals/fc/Section_17_funding_maintenance_costs_.pdf
     Reimbursement will be made for clothing and shoes for each youth when receipts are received. Accessories, i.e belts, purses etc., will not be reimbursed. All receipts for clothing must be original, or photocopies of the original, and clearly legible. Receipts must be per child and only items eligible for clothing reimbursement may be on the

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receipt.) Shelter: Costs associated with providing and maintaining living quarters for the youth, costs shall include:

a. Cost of a lease or rental agreement
b. Utilities, furniture and equipment
c. Costs of housekeeping, linen and bedding
d. Maintenance of the building and grounds
e. Routine recreation
f. Insurance related to the living quarters
g. Taxes related to the shelter of the youth
h. Costs shall not include construction costs, but shall include depreciation of capital assets, interest, and property taxes

3) Daily basic supervision (normal supervision duties): Costs associated with normal 24-hour supervision of the youth. These costs are embedded in the family foster home rate.
4) School supplies: Costs associated with books, materials, and supplies necessary for a youth's education
5) Personal incidentals: Incidental costs associated with the personal care of a youth such as: items related to personal hygiene; cosmetics; over-the-counter medications and special dietary foods; infant and toddler supplies, including highchairs and diapers; and fees related to activities.
6) Liability insurance with respect to the youth: Insurance costs directly related to a foster youth, above normal home insurance, to cover damages and harm by the youth to property or another person.

B. Maintenance - basic shall be administered in accordance with the **Virginia Department of Social Services Youth and Family Services manual, section 17.1.3**. The Provider will be responsible for maintaining documentation that ensures that the maintenance - basic components are adhered to. 39628001868~3.pdf (virginia.gov)
C. The Provider shall ensure that each youth is provided sufficient space, safe board, sanitary conditions, routine clothing, and living expenses. Special dietary needs shall be assessed and provided on an individual basis.
D. The rates for services will begin on the first day services are received by the youth. The rates for services will not be paid for the day of discharge from the services of the Provider.
E. If the youth leaves the treatment foster home, either with or without authorization, the Provider will not automatically discharge the youth and the following will apply:
   1) In the event the youth leaves the treatment foster home without authorization, for more than three (3) consecutive calendar days, the Provider must get written authorization from the Buyer's case manager to continue to bill for the placement. In any event, the Buyer will discontinue payment for maintenance – basic and other services as of the fourteenth (14^{th}) day of the unauthorized absence.
   2) If a youth in a treatment foster home is authorized for a service in an acute care setting, the bed in the treatment foster home will be held for the youth for no more than fourteen (14) days with approval of the Buyer's case manager. Longer holds will be negotiated on a case-by-case basis and must have a specific service authorization.

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F. The Provider shall obtain the Buyer's approval prior to a youth's transfer or relocation from one home to another. If the transfer or relocation is due to an emergency, the provider shall notify the Buyer's representative as soon as the emergency ends but within no more than 24 hours.

G. If a youth experiences anything significant such as a change in therapist, case worker or family makeup, the Provider shall notify the Buyer's representative prior to such change but no later than within 48 hours after the change is identified.

2. MAINTENANCE – ENHANCED: The amount paid to a foster parent over and above the basic foster care maintenance payment. Payments are based on the needs of the child for additional supervision, support, and intervention by the foster parent as identified by the Virginia Enhanced Maintenance Assessment Tool (VEMAT).

3. TREATMENT FOSTER CARE CASE MANAGEMENT (TFC-CM): A component of treatment foster care through which a case manager provides treatment planning, monitors the treatment plan, and links the child to other community resources as necessary to address the special identified needs of the child. TFC-CM focuses on a continuity of services that is goal-directed and results-oriented. The provision of services will vary for each child based on that child's specific needs and the identified level of care.

A. For Medicaid eligible youth, the expectation is that the Provider will apply for Medicaid for case management reimbursement. In cases of Medicaid denial, the Buyer's CSA authorizing process may be used to seek case management reimbursement if it is deemed a clinically/medically necessary service. CSA authorization may not go back to the first day of placement in cases of Medicaid denial. The Provider must provide documentation of the child's needs for the Buyer to present to CSA for case management reimbursement.

B. For non-Medicaid eligible youth, the Provider will collaborate with the Buyer to acquire an ICD-10 diagnosis so the service authorization team to determine eligibility for CSA case management.

4. PRIVATE FOSTER CARE SUPPORT, SUPERVISION AND ADMINISTRATION: Services provided by a Licensed Child Placing Agency (LCPA) which include, but are not limited to, recruiting, training, assessing and retaining foster parents for the LCPA; making placement arrangements; purchasing/ensuring child has adequate clothing; providing transportation; counseling with child to prepare for visits with biological family; providing support and education for LCPA foster parents regarding management of child's behavior; providing ongoing information and counseling to child regarding permanency goals; preparing a child for adoption; 24/7 crisis intervention and support for both child and LCPA foster family; developing and writing reports for the case manager; attending and presenting at Family Partnership Meetings (FPM) or other team-based planning meetings; administering LCPA foster parent payments; identifying adoption placements; assessment of adoption placements; and arranging adoption placements. The provision of services will vary for each child based on that child's specific needs and the identified level of care. Services are provided at non-treatment level of foster care as well as treatment levels of foster care.

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A. See attachment A for a description of the treatment foster care levels.
B. Any indirect and/or overhead costs must be included in this rate.
C. In accordance with the Buyer's practice of Fostering Connections, it is expected that the provider will have a goal of at least 50% of the foster homes be located inside Fairfax County and the Cities of Fairfax and Falls Church and 50% will be located 20 miles of Fairfax County (Per Virginia Department of Social Services Youth and Family Services manual, section 6.2.3 Outcomes: Permanency Outcome 2 and 22VAC40-201-40. Foster Care Placements, 3) section_6_placement_to_achieve_permanency.pdf (virginia.gov)

5. CULTURAL AND LINGUISTIC SERVICES: The Provider shall offer any service or program available to the youth/ and/or their families in their native language and/or any service or program developed using the knowledge of the cultural heritage of the client.

6. INDEPENDENT LIVING SERVICES: Services specifically designed to help adolescents make the transition to living independently as an adult. Services include training in daily living skills as well as vocational and job training.
   A. The Provider shall work collaboratively with the Buyer in providing independent living services mandated under the Foster Care Independence Act of 1999.
   B. The Provider shall ensure training to youth ages 14 and older to help the youth gain life skills and transition successfully from foster care. The living skills training services are direct activities toward specific goals in accordance with the transition living plan. The training and services shall include activities that fit into the domains of the Casey Life Skills Assessments including daily living, self-care, housing and money management, career and education planning, permanency and other domains.
   C. Progress on independent living goals shall be included in the quarterly reports.
   D. The Provider will complete a Casey Life Skills Assessment for any youth ages 14 and older in their program within 30 days of placement or within 30 days of a youth turning 14 that is currently being served by the Provider.
      1) The Casey Life Skills Assessments must be updated at least yearly. The youth shall complete the plan on their own or it can be a collaborative effort with the youth and the Provider.
      2) The Casey Life Skills Assessment can be found at http://lifeskills.casey.org/.
      3) Once completed the Provider shall submit a copy to the Buyer's case manager within 10 days.
   E. A transitional living plan must be completed by the Provider within 30 days of completion of the Casey Life Skills Assessment.
      1) The transition living plan will be a collaborative effort with the youth and all treatment providers, including the Buyer's case manager. The transition living plan shall be completed during an LCPA treatment meeting and other team-based planning meeting.
      2) A sample transition living plan can be received from the Buyer, upon request. In the event the Provider already has a transition living plan template this plan must be approved by the Buyer's case manager prior to use.
      3) The transition living plan shall be updated at least yearly or modified, as needed,

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such as when the youth achieves the goals set forth in the annual plan. Updates are done in collaboration with the Buyer's case manager, the youth, the youth's family, the provider, and any other members of the youth/family's team. Any significant changes proposed to the service/treatment plan will reflect the consensus of the youth, family and team. An updated plan shall be submitted to the Buyer's case manager within 10 days of the decision to make changes.

4) The Buyer's case manager serves as the point of contact for the team-based planning process and is responsible for decisions about services rendered in a manner consistent with the service authorization and team-based planning process.

F. The provider must complete a 90–day Transition Living Plan on a youth 90 days before the youth turns 18, 19, 20 and 21.
   1) The 90–day Transition Living Plan will be a collaborative effort with the youth and all treatment providers, including the Buyer's case manager. The transition plan shall be completed during an LCPA Treatment meeting and other team-based planning meetings.
   2) A sample 90-day transition living plan can be received from the Buyer's case manager upon request. In the event the Provider already has a transition living plan template this plan must be approved by the Buyer's case manager prior to use. The 90–day transition living plan must be updated at least yearly. Once completed the Provider shall submit a copy to Buyer's case manager within 90 days before the youth turns 18, 19, 20 and 21.

7. DETERMINATION OF TFC SERVICE LEVEL (See Attachment A for a description of the treatment foster care levels)

A. Youth shall be placed at the Assessment Treatment Level upon initial placement with the Provider and when a youth is moved to a new Provider. The Buyer will submit pertinent background information, assessments, and evaluations, along with other relevant information to the Provider to ensure that an appropriate service plan can be developed.
B. The maximum stay at this level shall not exceed sixty days. An assessment and service plan will be completed within that same time frame, per requirements of the Virginia Department of Social Services, Division of Licensing Programs. The time frame may vary based on the accurate and thorough assessment of the youth' strengths and needs.
C. Following the assessment, the results shall be provided by the Provider to the Buyer with a recommendation for a level of care.
D. The determination of the appropriate service level is always based on the individual youth's specific needs and strengths.
E. Determination of the initial level of care and the youth's movement between levels of care will be based on a combination of factors, including but not limited to: youth's current and past behavior, needs and strengths, number of placements the child has experienced, ratings on CANS, VEMAT and any other available assessments, anticipated level of support needed for foster home, and available documentation such as psychological evaluations and foster parent, school, case manager and provider reports, etc.
F. The Family Partnership Team, which includes the Provider, shall work collaboratively in

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the assessment, service delivery and decision-making process to recommend the appropriate level of care for the youth.

G. The determination of the level of care shall be made collaboratively based on all available information and documentation of the youth's needs by the FPM and the Provider. The Buyer will determine whether to pursue placement based on the Provider's recommended level of service, the youth's needs, and whether the Provider's proposed service can meet the youth's IFSP goals and objectives. The Buyer will have the final determination of the level of service to be purchased.

H. No change in the level of service will occur unless recommended by the Family Partnership Team and authorized by the Buyer.

I. The Provider shall submit detailed level descriptions that cover what is provided at each level(s) of care they offer, including but not limited to:
   1) Frequency and duration of in-home visits and other contacts by case manager per month
   2) Hours of ongoing parent training per year and topics covered in training
   3) Objective behavioral criteria for each level of care, along with a description of the package of services and supports associated with that level that is required to successfully maintain the youth in the placement

J. The Provider shall be responsible for reimbursing the Buyer for payments resulting from the Provider's failure to re-assess the appropriate level of care on a quarterly basis.

8. SERVICE/TREATMENT PLAN:

A. The Provider will complete and submit an initial service/treatment plan based on the initial assessment, describing the services to be provided to each youth and the youth's family in accordance with that youth's most recent CANS, Individualized Family Service Plan (IFSP), and foster care service plan within thirty (30) days of services being initiated. The CANS will be provided by the Buyer.

B. The service/treatment plan shall be updated or modified, as needed, in collaboration with the Buyer's case manager, the youth, the youth's family, the provider, and any other members of the youth/family's team. Any significant changes proposed to the service/treatment plan will reflect the consensus of the youth, family and team.

C. The service/treatment plan shall include the following:
   1) Level of service and appropriate description of services the youth is receiving. When the plan is updated, it will include the current service level, the most recent prior service levels received and the time periods for which the youth received those levels of service.
   2) Short- and long-term goals that are youth, family and behavior specific with measurable objectives and performance timeframes
   3) Crisis safety plan to include provisions during the workday as well as after-hours and emergency telephone contact numbers
   4) Independent transition living plan or 90-day transition living plan, unless there is a separate plan for independent living
   5) Discharge plan/transition plan
   6) Plan signed by provider, Buyer's CM, youth, youth's family member.
   7) Specific services that will be provided to support the foster parent and to maintain the

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stability of the placement.

D. The service/treatment plan shall focus on continuity of services and permanency planning to achieve the following placement outcome goals developed by the State Executive Council for the Children's Services Act (CSA):
   1) Youth demonstrate improved functioning per CANS.
   2) Youth is successfully discharged from treatment foster care in accordance with the youth's permanency plan.
   3) Youth realize stability in placement (stability will be measured according to the number of homes/families with whom youth resides). The Provider agrees to submit aggregate data for all youth served by the Provider.

E. The Buyer's case manager serves as the point of contact for the team-based planning process and is responsible for decisions about services rendered in a manner consistent with the service authorization and team-based planning process.

9. SERVICE/TREATMENT PLAN REPORTING REQUIREMENTS:

A. The Provider will complete and submit a monthly report by the 15th day of the month following the month services were delivered.

B. Monthly reports shall be submitted to the Buyer's case manager. Electronic submission via a secure email transmission is strongly encouraged.

C. The monthly report submitted on the Provider's letterhead shall include the following components:
   1) Provider's legal name, email, and phone number
   2) Identifying client information to include name of youth and the name of the foster family.
   3) Level(s) of service provided to the youth and the time frame(s) for which those services were provided during the youth's placement. This level shall align with the levels of service delineated on the accompanying rate sheets.
   4) Current assessment of youth's level of care addressing the quarterly review of the TFC level as it applies to attachment A.
   5) Progress on goals; Progress towards discharge/transition
   6) Significant incidents affecting the youth.
   7) Change in therapist, medication and/or agencies/service involvement with youth.
   8) Currently functioning in major life domains (e.g., school, home, community, legal)
   9) Frequency of biological family visits, when applicable.
   10) Independent transition living plan updates, unless there is a report for independent living.
   11) Any other requirements that are requested by the case manager and are in accordance with the State licensing and/or Virginia Medicaid TFC requirements.

D. The monthly reports must be signed by the Provider's case manager.

10. DISCHARGE/TRANSITION REPORTING:

A. The Provider will complete and submit a discharge/transition report within ten (10) business days after the discharge/transition/end of service.

B. Discharge/transition reports shall be submitted to the Buyer's case manager. Electronic

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submission via a secure email transmission is strongly encouraged.

C. The discharge/transition report submitted on the Provider's letterhead shall include the following components:
   1) All information outlined in section 10.C above.
   2) DSM diagnoses and medications at time of discharge
   3) Description of functioning in major life domains at end of service (e.g., school, home, community, legal)

11. TREATMENT FOSTER PARENTS:

A. Buyer's case managers must have the ability, either directly or via the Provider, to access treatment foster parents.

B. Services provided by the Provider's treatment foster parents (TFP) to meet the special needs of the foster youth placed in the TFP's home include but are not limited to assistance in the development of treatment plans, implementation of the treatment plans to include independent living plans under the supervision of the Provider's staff, and transportation.

C. Transportation services provided by the TFP include transportation of the youth to and from community activities, school/college, recreation/leisure time activities, therapy, medical appointments, court hearings, birth parent/youth visitations, team-based planning team meeting, and training events related to independent living programs.
   1) The Buyer may choose to assist with transportation when such transportation is considered above and beyond, such as transportation of foster youth to remain in their original schools as a result of "Best Interest Determination Meeting" or multiple weekly parents/siblings visits. The Buyer will provide transportation for emergency appointments when the foster parents are provided with less than one week notice and are unable to adjust their schedules.
   2) If the special needs youth/youth placed with the TFP is eligible for Medicaid services, the TFP shall become a Medicaid registered driver, and shall bill Medicaid for transportation to Medicaid services.
   3) Youth in foster care shall be accompanied by all medical/therapeutic/legal appointments and activities by an adult/caregiver. Youth shall not be transported via taxicab or public transportation without an adult/caregiver unless the Buyer has given prior approval. Sending youth in foster care to any appointment or activity via public transportation or taxicab is not permitted unless approved by the Buyer's case manager. Sending youth in foster care to any appointment or activity without being accompanied by an adult or caregiver is not permitted unless approved by the Buyer's case manager.

D. In accordance with Title IV-E requirements, within 48 hours of placement, the Provider must provide the following information regarding the TFP to facilitate placements:
   1) The licensed youth placing agency (LCPA) license, the Foster Home Certificate of Approval 032-02-0140-02
   2) State form letter or Provider form substantiating the results of the CPS/criminal background checks.

E. The Provider will ensure that all required documentation uses the foster parents' legal names.

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F. As part of the background/reference check process, Provider will require prospective foster care families to indicate all agencies and jurisdictions in which the family has provided foster care services for the past 5 years. The Provider is then responsible for checking these references in addition to any other references the Provider shall check.

12. PROVIDER MEDICAID SERVICES:

A. The CPMT requires all providers whose services meet the Virginia Medicaid standards for Treatment Foster Care (TFC) as outlined in the DMAS Psychiatric Services Manual to enroll as a Medicaid Treatment Foster Care provider. Medicaid application information is available through: https://www.virginiamedicaid.dmas.virginia.gov/wps/portal/ProviderEnrollment

B. If you have any questions regarding your paper enrollment application, you can contact Provider Enrollment Services at toll-free 1-888-829-5373 or local 1-804-270-5105.

C. If a Medicaid TFC provider, the Provider shall provide the Buyer with its Medicaid number. The Provider shall be responsible for:

1) Completing and forwarding the Medicaid pre-authorization materials, including the Initial Review form, for each Medicaid eligible youth/youth to the DMAS contractor within 10 days of placement or receipt of pre-authorization materials from the Buyer. If all Medicaid pre-authorization documentation is not received from the Buyer within the initial 10 days of a youth's placement, the provider is expected to submit materials to the DMAS contractor within 5 business days after receiving receipt.
2) Notifying the Buyer when a youth is approved or denied for Medicaid. Such notice is required by the county's Federal Reimbursement Unit by FAX at (703) 803-7128 within five (5) business days after the Provider receives notice that the youth is approved or denied.
3) Completing and sending the continued stay review forms to the DMAS contractor, upon receipt of all required documents from the Buyer, 10 days prior to the expiration of the authorization period. If all Medicaid continuing stay documentation is not received from the Buyer at least 10 days prior to the expiration of the current authorization period, the provider is expected to submit materials to the DMAS contractor within 5 business days after receipt of the materials from the Buyer.
4) When possible, billing DMAS for other Medicaid eligible services, e.g. therapy.
5) Invoicing the Buyer for the non-Medicaid eligible services in accordance with Section 25 of the Agreement for Purchase of Services.
6) Notifying the Medicaid Analyst with the county's Federal Reimbursement Unit by FAX at (703) 803-7128 when the youth no longer meets the Medicaid reimbursement criteria and DMAS no longer authorizes payment for the youth. Such notice is required within five (5) business days after the Provider receives notice from DMAS that it will no longer make payment.
7) Following all Medicaid regulations applicable to Treatment Foster Care services as outlined in the DMAS Psychiatric Services Manual.

D. The Provider is responsible for submitting all Medicaid preauthorization documentation and continuing stay documentation within the time frames required by Medicaid. If a Provider fails to submit this information in a timely manner, in order

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to receive Medicaid TFC reimbursement, the Provider is financially responsible and shall not be eligible for reimbursement from the Buyer. Providers shall contact the Medicaid Analyst with the Federal Reimbursement Unit at (703) 324-7120 to request the above information.

E. The Buyer shall provide the Medicaid number of the youth/youth referred, if applicable. When referring to a youth/youth for Medicaid treatment foster care the Buyer's responsibilities are to complete the CANS instrument and submit to the Provider as part of the pre-authorization process. The CANS rating shall be completed within ninety (90) days prior to placement and every 90 days thereafter and shall be submitted to the Provider in a timely fashion to enable the Provider to submit "Continued Stay Review" forms to the DMAS contractor prior to the expiration of the authorization period.

13. TITLE IV-E: The CPMT requires that all Licensed Child Placing Agencies (LCPAs) comply with all federal and state regulations relating to Title IV-E of the Social Security Act.

A. All CPAs are required to comply with Virginia Department of Social Services (DSS) regulations related to Title IV-E. This includes but is not limited to providing the documents required at the time of placement or when requested.

B. Invoices for Title IV-E eligible services must comply with Virginia Department of Social Services guidelines for allowable costs.

C. Title IV-E allowable costs of salaries and fringe benefits of staff (including house parents where applicable) associated with 24-hour supervision of the youth beyond that which is normally required of foster youth or supervision needed for certain youth including those with physical or emotional disabilities. Youth's needs must be documented, must be billed as a separate clearly identified and approved line item.

D. Failure to meet the requirements for IV-E revenue will result in non-payment by the County to the LCPA.

14. APPEARANCES: It is understood that during the provision of services the Provider's treatment foster care staff shall be called upon by the Buyer's case manager to appear for court hearings, team-based planning team and other service planning meetings. Information to be provided at such hearings or meetings shall include assessments, evaluations, recommended services, the services provided, and the progress resulting from the service interventions. The Buyer will make every attempt to notify the Provider well in advance of the Provider's requirement to appear at the court hearings and meetings. When possible, subpoenas will be provided.

15. COMMUNICATION: Both parties are expected to return telephone calls within 48 hours. If a return call is not made within 48 hours the Provider shall telephone the supervisor of the case manager or the duty worker in the unit of the case manager.

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IN WITNESS THEREOF the parties have caused this Addendum D to be executed by officials hereunto duly authorized.

Authorized Representative of Provider	CSA Program Director
Title	Date
Date	

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Attachment A

DESCRIPTION OF LEVELS OF TREATMENT FOSTER CARE (TFC)

A. Assessment Treatment Level:
Children shall be placed at the Assessment Treatment Level upon initial placement with the Provider and when a child is moved to a new Provider. The maximum stay at this level shall not exceed sixty days. An assessment and service plan will be completed within that time frame. Following the assessment, the results shall be provided by the Provider to the Buyer with copies to the FPM with a recommendation for a level of care.

B. Non-treatment Foster Care:
Children served at the non-treatment level of foster care may be developmentally on target, demonstrate age-appropriate behaviors, be able to participate in community activities without restriction, and/or be the sibling of a child who meets the criteria for ongoing TFC placement in the same foster home. Children shall be served at the Non-treatment foster care level if the assessment indicates treatment foster care services are not needed. Information used to determine the level may also include but is not limited to the VEMAT and CANS scores.

C. Level 1 Treatment Foster Care (Mild):
A child served at Level 1 ongoing treatment foster care will demonstrate a mild level of social/emotional/behavioral/medical/personal care needs or impairment for normal range of age and development; such as but not limited to, depression, anxiety, impulsivity, hyperactivity, anger control, adjustment to trauma, oppositional, substance abuse; eating disorder, physical health condition, developmental delay, or intellectual. The child's needs require monitoring, or the Provider may need to provide services to lessen the likelihood needs will return. Information used to determine the level may also include but is not limited to the VEMAT and CANS scores.

D. Level 2 Treatment Foster Care (Moderate):
A child served at Level 2 ongoing treatment foster care will demonstrate a moderate level of social/emotional/behavioral/medical/personal care needs or impairment for normal range of age and development; such as but not limited to, depression, anxiety, impulsivity, hyperactivity, anger control, adjustment to trauma, oppositional, substance abuse; eating disorder, physical health condition, developmental delay, or intellectual. The child's needs require that action (interventions, services, supports, etc.) be taken to address, remedy or ameliorate the needs. Information used to determine the level may also include but is not limited to the VEMAT and CANS scores.

E. Level 3 Treatment Foster Care (Significant):
A child served at Level 3 ongoing treatment foster care will demonstrate a significant level of social/emotional/behavioral/medical/personal care needs or impairment for normal range of age and development; such as but not limited to, depression, anxiety, impulsivity, hyperactivity, anger control, adjustment to trauma, oppositional, substance abuse; eating

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disorder, physical health condition, developmental delay, or intellectual. The child's needs are of such acuity or severity that they require intensive action (interventions, services, supports, etc.) be taken to address, remedy or ameliorate the needs. A child served at this level may be at risk of residential placement. Information used to determine the level may also include but is not limited to the VEMAT and CANS scores.

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