



# COMMONWEALTH of VIRGINIA

NELSON SMITH  
COMMISSIONER

DEPARTMENT OF  
BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES

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**June 1, 2022**

**RE: FY22-23 Community Services Board Performance Contract Amendments**

Dear Community Serviced Board and Behavioral Health Authority (collectively, the “CBS”) Executive Directors,

The Office of Management Services (OMS) would like to thank you all for working with us through this amendment period of the FY22-23 Community Services Performance Contract (PC). This performance contract does not expire until June 1, 2023. For this review we are only amending certain documents and not the entire performance contract. We welcome any other suggested changes for consideration with the next iteration of the PC and they should be shared with the VACSB Performance Contract Review Committee, Ellen Harrison as your point of contact.

Please keep in mind that the performance contract is a transactional document and revisions may be necessary for clarification and better alignment with the strategic initiatives of the Commonwealth. The OMS has reviewed the current PC with other DBHDS internal stakeholders and the VACSB Performance Contract Review Committee and have determined the need to amend certain documents to provide clarity, remove outdated or redundant information, and to add language for the implementation of the new federal funding reimbursement model.

We would like to bring your attention to certain documents for this amendment period. Please take the time to review these documents to understand what will be required of your CSB.

1. FY2022 and 2023 Community Services Performance Contract – Section 9 is a material change that provides the requirements for billing and payments based on the federal funding reimbursement model.
2. Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures – Section I.A.1. implementation of the Suicide Screening Measure 86% benchmark.

3. Exhibit F: Federal Grant Requirements – These are required material changes that are not negotiable as a Subrecipient of federal funds. This exhibit has been revised to reflect the current federal grants and their general and specific terms and conditions. Other grants have also been deleted because they have expired. Section II Defined Terms, Major Medical Equipment cost requirement has been increased from \$1K to \$5K per unit. Section VI provides the current federal grants that DBHDS passes-through to CSB and the required identifying information that should be used to categorize and track these funds. We encourage you to familiarize yourself with this exhibit as a Subrecipient of federal funds.
4. Exhibit G: Master Program Services Requirements – This exhibit has been revised to provide general terms and conditions for certain programs services that a CSB may provide with the intent to reduce the amount of Exhibits D the Department and CSBs will have to review, process, and track. Keep in mind that this exhibit is not inclusive of all programs/services a CSB may provide and it will not replace the need for Exhibits D.
5. Exhibit I: Behavioral Health Wellness - Language has been added related to Gambling prevention funding.
6. Addendum I: Administrative Requirements and Processes and Procedures- Appendix C: Unspent Balances Principles and Procedures, Section 1.b. language was added to align with the new federal reimbursement model. Section 1.d. removed outdated language. Section 1.e. language added for clarity. Section 3 b and c removed outdated and/or conflicting language.
7. Exhibit M: The Department of Justice Settlement Agreement – Changes are part of the DOJ settlement agreement (DOJSA) and are required material changes that are not negotiable. Item 29 provides additional language for all CSBs to review and provide annual feedback on the QRT (Quality Review Team) End of Year Report. Also, Item 4.b. provides modifications to the frequency of completion of the OSVT (On-Site Visit Tool) in response to CSB Support Coordinator (SC) turnover and staffing concerns. Specifically, DBHDS has required that the OSVT be completed once per month in months where visits occur regardless of whether the person had TCM (Targeted Case Management) or ECM (Enhanced Case Management). This schedule of completion was initially a compromise to meet DOJSA requirements and manage the workload for SCs, which was not reflected in the last version of the Performance Contract. Given current recruitment and retention challenges, an altered schedule of completion for TCM will assist with addressing staffing challenges and workload while maintaining current expectations for people with more complex needs (i.e. ECM). This change is recommended by the DBHDS Case Management Steering Committee in response to ongoing staffing concerns across CSBs.  
  
Item 11.b. is also modified to provide the addition of "as provided under Therapeutic Consultation waiver services" which aligns with the training mentioned and helps clarify that the plans reviewed are in line with the scope of the SC. The training clarifies the basic elements reviewed and how to document related information.
8. Exhibit K: State Hospital Census Management Admission and Discharge Requirements – Clinical Readiness for Discharge Scale revised to prevent non-clinically ready NGRI

(Not Guilty by Reason of Insanity) patients from appearing, inappropriately, on the Extraordinary Barriers to Discharge list.

**Timeline for Execution**

The amendments to the PC shall be effective as of **July 1, 2022**. Please keep in mind the Department cannot provide any state-controlled funds after September 30th if the contract has not been signed by your CSB. It is important for the smooth continuity of the process to have signed performance contracts returned to the Department as soon as practicable.

The Department would like to thank you all for your service and partnering with us. All your hard work and dedication to both your communities and our community services system is much valued and appreciated.

If you need help or have questions about this process, please email [performancecontractsupport@dbhds.virginia.gov](mailto:performancecontractsupport@dbhds.virginia.gov) or contact our technical assistance number at 804-225-4242.

Thank you,



Chaye Neal-Jones  
Project and Program Manager  
Office of Management Services

**AMENDMENT 1**  
**Hampton-Newport News Community Services Board**  
**FY 2022 AND FY 2023 COMMUNITY SERVICES PERFORMANCE CONTRACT**  
**Contract No. P0551.764.1**

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Other Amended Performance Contract Document Attachments

- Exhibit A: Resources and Services (Only available through the CARS application)
- Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures
- Exhibit C: Regional Discharge Assistance Program (RDAP) Requirements
- Exhibit D: Individual CSB Performance Measures
- Exhibit E: Performance Contract Schedule and Process
- Exhibit F: Federal Grant Requirements
- Exhibit F(B): Single Audit Exemption Form
- Exhibit G: Community Services Boards Master Programs Services Requirements
- Exhibit H: Regional Local Inpatient Purchase of Services (LIPOS) Requirements
- Exhibit I: Behavioral Health Wellness
- Exhibit J: Intentionally Left Black for Future Use
- Exhibit K: State Hospital Census Management Admission and Discharge Requirements
- Exhibit M: Department of Justice Settlement Agreement
- Addendum I: Administrative Requirements and Processes and Procedures
- Addendum II: Partnership Agreement
- Addendum III: Core Services Taxonomy 7.3

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**1. Purpose**

The Department of Behavioral Health and Developmental Services (the “Department”) and the Community Service Board or Behavioral Health Authority (the “CSB”) enter into this contract for the purpose of funding services provided directly or contractually by the CSB in a manner that ensures accountability to the Department and quality of care for individuals receiving services and implements the mission of supporting individuals by promoting recovery, self-determination, and wellness in all aspects of life.

Title 37.2 of the Code of Virginia, hereafter referred to as the Code, establishes the Virginia Department of Behavioral Health and Developmental Services, hereafter referred to as the Department, to support delivery of publicly funded community mental health (MH), developmental (DD), and substance use (SUD), services and supports and authorizes the Department to fund those services.

Sections 37.2-500 through 37.2-512 of the Code require cities and counties to establish community services boards for the purpose of providing local public mental health, developmental, and substance use disorder services; §§ 37.2-600 through 37.2-615 authorize certain cities or counties to establish behavioral health authorities that plan and provide those same local public services.

This contract refers to the community services board, local government department with a policy-advisory community services board, or behavioral health authority named in this contract as the CSB. Section 37.2-500 or 37.2-601 of the Code requires the CSB to function as the single point of entry into publicly funded mental health, developmental, and substance use disorder services. The CSB fulfills this function for any person who is located in the CSB’s service area and needs mental health, developmental, or substance use disorder services.

Sections 37.2-508 and 37.2-608 of the Code and State Board Policy 4018, establish this contract as the primary accountability and funding mechanism between the Department and the CSB, and the CSB is applying for the assistance provided under Chapter 5 or 6 of Title 37.2 by submitting this contract to the Department.

The CSB exhibits, addendums, appendices, Administrative Requirements and Processes and Procedures, CCS Extract, Core Services Taxonomy, and Partnership Agreement documents are incorporated into and made a part of this contract by reference. The documents may include or incorporate ongoing statutory, regulatory, policy, and other requirements that are not contained in this contract. The CSB shall comply with all provisions and requirements. If there is a conflict between provisions in that document and this contract, the language in this contract shall prevail.

**2. Defined Terms**

**Appropriation Act** is defined as an Act for the appropriation of the Budget submitted by the Governor of Virginia in accordance with the provisions of § 2.2-1509 of the Code of Virginia and to provide a portion of the revenues for a two year period.

**Federal Fiscal Year** the Federal Fiscal Year begins on October 1 of the calendar and ends on September 31 of the subsequent calendar year.

**Federal Funds** the Federal Funds are funds that are allocated by the federal government and are provided to the Department of Behavioral Health and Developmental Services as the State of Virginia’s authority for the allocation, management, and oversight for the use of these specific funds. The funds are considered restricted and must be used or encumbered during the federal fiscal year or extensions. Any unused funds are required to be returned to the Department by the CSB and from there to the federal government in a timely manner.

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**Fiscal Agent** the Fiscal Agent has two specific purposes.

The specific local government that is selected by the local governments or government participating in the establishment of a specific CSB and identified in the local resolutions passed by each locality in its creation of the CSB. If the participating governments decide to select a different fiscal agent, it must be done through a local resolution passed by each participating local government that created the CSB.

The second purpose of Fiscal Agent is the specific CSB that has been selected by the CSB Region to receive state controlled funds from the Department and manage those funds in a way that has been identified in a memorandum of understanding (MOU) agreed to by each participating CSB in a regionally funded activity. If the CSB acting as Fiscal Agent changes by decision of the Regional CSB, then that change must be noted in a revision to the existing MOU.

**Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA)** is an agreed upon process for the management of services, funds, or any rules or regulations that govern the processes all participating parties agree to follow for the common good of the participating parties. In the case of the Community Services Performance Contract, or any activities funded through the Community Service Performance Contract, the MOU is agreed upon and signed for the delivery of services identified and funded through the Region the participating community services boards or behavioral health authority provide services in.

**Populations Served** adults with serious mental illnesses, children with or at risk of serious emotional disturbance, individuals with developmental disabilities, or individuals with substance use disorders to the greatest extent possible within the resources available to it for this purpose.

**Restricted Funds** are funds identified separately in letters of notification, performance contracts, Exhibits D and Community Automated Reporting System (CARS) reports to be used for specified purposes; CSB must account for and report expenditures associated with these funds to the Department. This requirement is reflected in the CARS report forms with columns for expenditures and balances that are completed for any restricted funds received by a CSB. The uses of restricted funds usually are controlled and specified by a funding source, such as federal mental health and substance abuse block grants or the Appropriations Act passed by the General Assembly. The Department restricts funds that would otherwise be. An example is Other Funds, which are restricted in order to calculate balances of unexpended funds.

**State Fiscal Year** the State Fiscal Year (FY) begins July 1 of the calendar year and ends June 30 of the subsequent calendar year.

**State General Funds** these are funds that are appropriated by the Virginia General Assembly and are identified in each current Appropriation Act. The act is not considered law until it is signed by the Governor of Virginia.

**Unrestricted Funds** are funds identified separately in letters of notification, performance contracts, and CARS reports but without specified purposes; CSB do not have to account for or report expenditures associated with them separately to the Department.

### **3. Relationship**

The Department functions as the state authority for the public mental health, developmental, and substance use disorder services system, and the CSB functions as the local authority for that system. The relationship between and the roles and responsibilities of the Department, the state hospitals and the CSB are described in



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the Partnership Agreement between the parties. This contract shall not be construed to establish any employer-employee or principal-agent relationship between employees of the CSB or its board of directors and the Department.

**4. Term and Termination**

**Term:** This contract shall be in effect for a term of two years, commencing on July 1, 2021 and ending on June 30, 2023 unless either party gives ninety 90 days or more advance written notice of intent not to renew.

**Termination:** The Department may terminate all or a portion of this contract immediately at any time during the contract period if funds for this activity are withdrawn or not appropriated by the General Assembly or are not provided by the federal government. In this situation, the obligations of the Department and the CSB under this contract shall cease immediately. The CSB and Department shall make all reasonable efforts to ameliorate any negative consequences or effects of contract termination on individuals receiving services and CSB staff.

The CSB may terminate all or a portion of this contract immediately at any time during the contract period if funds for this activity are withdrawn or not appropriated by its local government(s) or other funding sources. In this situation, the obligations of the CSB and the Department under this contract shall cease immediately. The CSB and Department shall make all reasonable efforts to ameliorate any negative consequences or effects of contract termination on individuals receiving services and CSB staff.

**5. Contract Amendment**

This contract, including all exhibits and incorporated documents, constitutes the entire agreement between the Department and the CSB and may be amended only by mutual agreement of the parties, in writing and signed by the parties hereto, except for the services identified in Exhibit A, amendments to services under Exhibit A shall be in accordance with the performance contract revision instructions contained in Exhibit E.

**6. Services**

Exhibit A of this contract includes all mental health, developmental, and substance use disorder services provided or contracted by the CSB that are supported by the resources described in this contract. Services and certain terms used in this contract are defined in the current Core Services Taxonomy.

**7. Service Change Management**

The CSB shall notify the Department 30 days prior to seeking to provide a new category or subcategory or stops providing an existing category or subcategory of services if the service is funded with more than 30 percent of state or federal funds or both. The CSB shall provide sufficient information to the Office of Management Services (OMS) through the [performancecontractsupport@dbhds.virginia.gov](mailto:performancecontractsupport@dbhds.virginia.gov) for its review and approval of the change, and the CSB shall receive the Department's approval before implementing the new service or stopping the existing service.

Pursuant to 12VAC35-105-60 of the *Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services*, the CSB shall not modify a licensed service without submitting a modification notice to the Office of Licensing in the Department at least 45 days in advance of the proposed modification.

The CSB operating a residential crisis stabilization unit (RCSU) shall not increase or decrease the licensed number of beds in the RCSU or close it temporarily or permanently without providing 30 days advance notice to the Office of Licensing and the OMS, and receiving the Department's approval prior to implementing the change.

**8. Funding Requirements**

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**A. Funding Resources**

Exhibit A of this contract provides an example of the following resources: state funds and federal funds appropriated by the General Assembly and allocated by the Department to the CSB and any other funds associated with or generated by the services shown in Exhibit A. CSB must review their CARS application for the most recent version of Exhibit A.

**B. Funding Allocations**

1. The Department shall inform the CSB of its state and federal fund allocations in the letter of notification (LON). Allocations of state and federal funds shall be based on state and federal statutory and regulatory requirements, provisions of the Appropriation Act, State Board policies, and previous allocation amounts.
2. The Department may reduce restricted or state or federal funds during the contract term if the CSB reduces significantly or stops providing services supported by those funds as documented in CCS Extract or CARS reports. These reductions shall not be subject to provisions in Section 14.A.and B. of this contract. The Commissioner or designee shall communicate all adjustments to the CSB in writing.
3. Continued disbursement and /or reimbursement of restricted or state or federal funds by the Department to the CSB may be contingent on documentation in the CSB's CCS Extract and CARS reports that it is providing the services supported by these funds.

**C. Expenses for Services**

The CSB shall provide those services funded within the funds and for the costs set forth in Exhibit A and documented in the CSB's financial management system. The CSB shall distribute its administrative and management expenses across the program areas (mental health, developmental, and substance use disorder services), emergency services, and ancillary services on a basis that is auditable and satisfies Generally Accepted Accounting Principles. CSB administrative and management expenses shall be reasonable and subject to review by the Department.

**D. Use of Funds**

1. The Department has the authority to impose additional conditions or requirements for use of funds, separate from those established requirements or conditions attached to appropriations of state-controlled funds by the General Assembly, the Governor, or federal granting authorities. The Department shall when possible provide sufficient notice in writing to the CSB of changes to the use of funds.
2. The CSB shall maximize billing and collecting Medicaid payments and other fees in all covered services to enable more efficient and effective use of the state and federal funds allocated to it.

**E. Availability of Funds**

The Department and the CSB shall be bound by the provisions of this contract only to the extent of the funds available or that may hereafter become available for the purposes of the contract.

**F. Local Match**

Pursuant to § 37.2-509 of the Code allocations from the Department to any community services board for operating expenses, including salaries and other costs, or the construction of facilities shall not exceed 90 percent of the total amount of state and local matching funds provided for these expenses or such construction, unless a waiver is granted by the Department and pursuant State Board Policy 4010.

State Board Policy 6005 and based on the Appropriation Act prohibition against using state funds to supplant funds provided by local governments for existing services, there should be no reduction of local matching funds as a result of a CSB's retention of any balances of unspent state funds.

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**G. Local Contact for Disbursement of Funds**

1. If the CSB is an operating CSB and has been authorized by the governing body of each city or county that established it to receive state and federal funds directly from the Department and act as its own fiscal agent pursuant to Subsection A.18 of § 37.2-504 of the Code, must send notification to include:
  - a. Name of the Fiscal Agent's City Manager or County Administrator or Executive
  - b. Name of the Fiscal Agent's County or City Treasurer or Director of Finance
  - c. Name, title, and address of the Fiscal Agent official or the name and address of the CSB if it acts as its own fiscal agent to whom checks should be electronically transmitted
2. The notification must be sent to:

Fiscal and Grants Management Office  
Virginia Department of Behavioral Health and Developmental Services  
Eric.Billings@dbhds.virginia.gov

**H. Unanticipated Changes in the Use of Funds Due to a Disaster**

The Department reserves the right to re-purpose the currently allocated funds to a CSB. This action will not be done without clear deliberations between the Department and the CSB. The decision can rest on the requirements outlined in an Executive Order Issued by the Governor, changes to the ability of the Department or the CSB to provide contracted services to the preservation of health and safety of individuals receiving services or the health and safety of staff providing services, or to decisions made by local government forbidding the provision of services, the funding allocations, the specific services intended to be funded, and the types and numbers of individuals projected to be served.

**9. Billing and Payment Terms and Conditions**

**A. Federal Funds Invoicing**

The CSB shall invoice the Department on a monthly basis no later than the 20th of the following month for which reimbursement is being requested. The CSB will utilize the federal funds reimbursement template provided to them by the Office of Fiscal Services and Grants Management (FSGMO) to invoice the Department for federal funds reimbursement. The CSB may be asked to include supporting documentation when the Department determines it is necessary to meet federal grant requirements.

1. The CSB understands and agrees to all of the following:
  - a. CSB shall only be reimbursed for actual, reasonable, and necessary costs based on its award amounts.
  - b. An invoice under this agreement shall include only reimbursement requests for actual, reasonable, and necessary expenditures.
  - c. Expenditures required in the delivery of services shall be subject to any other provision of this agreement relating to allowable reimbursements.
  - d. An invoice under this agreement shall not include any reimbursement request for future expenditures.
  - e. An invoice under this agreement shall be processed when the Department's FSGMO is in receipt of any required documentation.

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**B. Payment Terms**

1. Federal Funds shall be dispersed on a reimbursement basis with the exception of an initial upfront one-time payment and circumstances where funded programs incur one-time start-up costs. The initial upfront one-time payment will be 1/8th of the amount of the total budget for executed Exhibits D, Notices of Award, other DBHDS correspondence (for programs with existing service requirements for funding pursuant to the Performance Contract), and for new Mental Health Block Grants and Substance Abuse Block Grants that are scheduled to commence payments in July of the new fiscal year.

All Exhibit Ds, Notice of Award, and DBHDS correspondence must be finalized by June 10th of the prior fiscal year in order to be eligible for the initial upfront one-time payment. All other federal funds payments to CSB will be made monthly on a reimbursement basis. To receive payment, the CSB must invoice the Department as provided in the policies and procedures established by the Office of Fiscal Services and Grants Management.

2. State Funds shall be disbursed by the Department's Fiscal Services and Grants Management Office as set forth in its established policies and procedures.

**C. Reconciliation and Closeout Disclosures.**

The CSB shall reconcile all Exhibits D, Notice of Awards, and other required correspondence by June 10<sup>th</sup> of current fiscal year in order to receive the initial funding by July 1 for the new fiscal year. If a CSB does not return its signed Exhibits D, Notices of Award or other required documentation in a timely manner this may result in a delay of or ineligibility for receiving payment of its invoice(s).

- a. The CSB shall comply with applicable federal grant reconciliation and closeout disclosures as provided in Exhibit F of the performance contract and established by the FSGMO.
- b. Unexpended federal funds must either be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS  
Office of Fiscal and Grants Management  
PO Box 1797  
Richmond, VA 23218-1797  
C/O Ramona Howell

Or CSB may return the funds electronically through an ACH transfer. The transfer would be made to DBHDS' Truist account. The account information and DBHDS' EIN is as follows:

Account Number: 201141795720002  
Routing Number: 061000104  
EIN: 546001731

Name and Address of Bank:  
Truist Bank  
214 North Tryon Street  
Charlotte, NC 28202

If the ACH method of payment is utilized, please send an email indicating your intent to submit funds electronically to:

Eric.Billings@dbhds.virginia.gov

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Approval to execute an ACH payment is not required, but DBHDS must be aware that the payment is coming in order to account for it properly.

**10. CSB Responsibilities**

**A. Exhibit A**

Shall be submitted electronically through the CARS application provided by the Department. In Exhibit A of the CARS application the CSB shall provide the projected array of services, the projected cost of those services, the projected service capacity to provide those services, and the projected cost for those services.

**B. Populations Served**

The CSB shall provide needed services to adults with serious mental illnesses, children with or at risk of serious emotional disturbance, individuals with developmental disabilities, or individuals with substance use disorders to the greatest extent possible within the resources available to it for this purpose. The current Core Services Taxonomy defines these populations.

**C. Scope of Services**

Exhibit G of this performance contract provides a scope of certain Code mandated and other program services a CSB may be responsible for providing but are not limited to those in Exhibit G.

**D. Response to Complaints**

Pursuant to § 37.2-504 or § 37.2-605 of the Code, the CSB shall implement procedures to satisfy the requirements for a local dispute resolution mechanism for individuals receiving services and to respond to complaints from individuals receiving services, family members, advocates, or other stakeholders as expeditiously as possible in a manner that seeks to achieve a satisfactory resolution and advises the complainant of any decision and the reason for it. The CSB shall acknowledge complaints that the Department refers to it within five business days of receipt and provide follow up commentary on them to the Department within 10 business days of receipt. The CSB shall post copies of its procedures in its public spaces and on its web site, provide copies to all individuals when they are admitted for services, and provide a copy to the Department upon request.

**E. Quality of Care**

1. **Department CSB Performance Measures:** CSB staff shall monitor the CSB's outcome and performance measures in Exhibit B, identify and implement actions to improve its ranking on any measure on which it is below the benchmark, and present reports on the measures and actions at least quarterly during scheduled meetings of the CSB board of directors.
2. **Quality Improvement and Risk Management:** The CSB shall develop, implement, and maintain a quality improvement plan, itself or in affiliation with other CSB, to improve services, ensure that services are provided in accordance with current acceptable professional practices, and address areas of risk and perceived risks. The quality improvement plan shall be reviewed annually and updated at least every four years.
  - a. The CSB shall develop, implement, and maintain, itself or in affiliation with other CSB, a risk management plan or participate in a local government's risk management plan. The CSB shall

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work with the Department to identify how the CSB will address quality improvement activities.

- b. The CSB shall implement, in collaboration with other CSB in its region, the state hospital(s) and training centers serving its region, and private providers involved with the public mental health, developmental, and substance use disorder services system, regional utilization management procedures and practices.
3. **Critical Incidents:** The CSB shall implement procedures to insure that the executive director is informed of any deaths, serious injuries, or allegations of abuse or neglect as defined in the Department's Licensing (12VAC35-105-20) and Human Rights (12VAC35-115-30) Regulations when they are reported to the Department. The CSB shall provide a copy of its procedures to the Department upon request.

**F. Reporting Requirements and Data Quality**

**1. Individual Outcome and CSB Provider Performance Measures**

- a. **Measures:** Pursuant to § 37.2-508 or § 37.2-608 of the Code, the CSB shall report the data for individual outcome and CSB provider performance measures in Exhibit B of this contract to the Department.
- b. **Individual CSB Performance Measures:** The Department may negotiate specific, time-limited measures with the CSB to address identified performance concerns or issues. The measures shall be included as Exhibit D of this contract.
- c. **Individual Satisfaction Survey:** Pursuant to § 37.2-508 or § 37.2-608 of the Code, the CSB shall participate in the Annual Survey of Individuals Receiving MH and SUD Outpatient Services, the Annual Youth Services Survey for Families (i.e., Child MH survey), and the annual QSRs and the NCI Survey for individuals covered by the DOJ Settlement Agreement.

**2. Electronic Health Record**

The CSB shall implement and maintain an electronic health record (EHR) that has been fully certified and is listed by the Office of the National Coordinator for Health Information Technology-Authorized Testing and Certification Body to improve the quality and accessibility of services, streamline and reduce duplicate reporting and documentation requirements, obtain reimbursement for services, and exchange data with the Department and its state hospitals and training centers and other CSB.

**3. Reporting Requirements**

For purposes of reporting to the Department, the CSB shall comply with State Board Policy 1030 and shall:

- a. provide monthly Community Consumer Submission (CCS) extracts that report individual characteristic and service data to the Department, as required by § 37.2- 508 or § 37.2-608 of the Code, the federal Substance Abuse and Mental Health Services Administration, and Part C of Title XIX of the Public Health Services Act - Block Grants, § 1943 (a) (3) and § 1971 and § 1949, as amended by Public Law 106- 310, and as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (a) (1) and (d) of the HIPAA regulations and §32.1-127.1:03.D (6) of the Code, and as defined in the current CCS Extract Specifications, including the current Business Rules.
- b. follow the current Core Services Taxonomy and CCS Extract Specifications, when responding to reporting requirements established by the Department;
- c. complete the National Survey of Substance Abuse Treatment Services (N-SSATS) annually that is used to compile and update the National Directory of Drug and Alcohol Abuse Treatment Programs and the on-line Substance Abuse Treatment Facility Locator;

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- d. follow the user acceptance testing process described in Appendix D of the CSB Administrative Requirements for new CCS Extract releases and participate in the user acceptance testing process when requested to do so by the Department;
- e. report service data on substance abuse prevention and mental health promotion services provided by the CSB that are supported wholly or in part by the SABG set aside for prevention services through the prevention data system planned and implemented by the Department in collaboration with the VACSB DMC, but report funding, expenditure, and cost data on these services through CARS); and report service, funding, expenditure, and cost data on any other mental health promotion services through CCS Extract and CARS;
- f. report data and information required by the current Appropriation Act; and
- g. report data identified collaboratively by the Department and the CSB working
- h. through the VACSB DMC

**4. Routine Reporting Requirements**

The CSB shall account for all services, funds, expenses, and costs accurately and submit reports to the Department in a timely manner using current CARS, CCS, or other software provided by the Department. All reports shall be provided in the form and format prescribed by the Department. The CSB shall provide the following information and meet the following reporting requirements:

- a. types and service capacities of services provided, costs for services provided, and funds received by source and amount and expenses paid by program area and for emergency and ancillary services semi-annually in CARS, and state and federal block grant funds expended by service category with the end-of-the-fiscal year CARS report;
- b. demographic characteristics of individuals receiving services and types and amounts of services provided to each individual monthly through the current CCS;
- c. Federal Balance Report;
- d. PATH reports (mid-year and at the end of the fiscal year);
- e. amounts of state, local, federal, Medicaid, other fees, other funds used to pay for services by service category in each program area and emergency and ancillary services in the end of the fiscal year CARS report; and
- f. other reporting requirements in the current CCS Extract Specifications.

**5. Subsequent Reporting Requirements:** In accordance with State Board Policy 1030, the CSB shall work with the Department through the VACSB DMC to ensure that current data and reporting requirements are consistent with each other and the current Core Services Taxonomy, the current CCS Extract, and the federal substance abuse Treatment Episode Data Set (TEDS) and other federal reporting requirements. The CSB also shall work with the Department through the VACSB DMC in planning and developing any additional reporting or documentation requirements beyond those identified in this contract to ensure that the requirements are consistent with the current taxonomy, the current CCS Extract, and the TEDS and other federal reporting requirements.

**6. Data Elements:** The CSB shall work with the Department through the DMC to standardize data definitions, periodically review existing required data elements to eliminate elements that are no longer needed, minimize the addition of new data elements to minimum necessary ones, review CSB business processes so that information is collected in a systematic manner, and support efficient extraction of required data from CSB electronic health record systems whenever this is possible.

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7. **Streamlining Reporting Requirements:** The CSB shall work with the Department through the VACSB DMC to review existing reporting requirements including the current CCS Extract to determine if they are still necessary and, if they are, to streamline and reduce the number of portals through which those reporting requirements are submitted as much as possible; to ensure reporting requirements are consistent with the current CCS Extract Specifications and Core Services Taxonomy; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.
8. **Data Quality:** The CSB shall review data quality reports from the Department on the completeness and validity of its CCS Extract data to improve data quality and integrity. When requested by the Department, the CSB executive director shall develop and submit a plan of correction to remedy persistent deficiencies in the CSB's CCS Extract submissions and, upon approval of the Department, shall implement the plan of correction.
9. **Providing Information:** The CSB shall provide any information requested by the Department that is related to the services, funds, or expenditures in this contract or the performance of or compliance with this contract in a timely manner, considering the type, amount, and availability of information requested. Provision of information shall comply with applicable laws and regulations governing confidentiality, privacy, and security of information regarding individuals receiving services from the CSB.
10. **Reviews:** The CSB shall participate in the periodic, comprehensive administrative and financial review of the CSB conducted by the Department to evaluate the CSB's compliance with requirements in the contract and CSB Administrative Requirements and the CSB's performance. The CSB shall address recommendations in the review report by the dates specified in the report or those recommendations may be incorporated in an Exhibit D.

**11. Subcontracting**

A subcontract means a written agreement between the CSB and another party under which the other party performs any of the CSB's obligations. Subcontracts, unless the context or situation supports a different interpretation or meaning, also may include agreements, memoranda of understanding, purchase orders, contracts, or other similar documents for the purchase of services or goods by the CSB from another organization or agency or a person on behalf of an individual.

If the CSB hires an individual not as an employee but as a contractor (e.g., a part-time psychiatrist) to work in its programs, this does not constitute subcontracting under this section. CSB payments for rent or room and board in a non-licensed facility (e.g., rent subsidies or a hotel room) do not constitute subcontracting under this section, and the provisions of this section, except for compliance with the Human Rights regulations, do not apply to the purchase of a service for one individual.

The CSB may subcontract any requirements in this contract. The CSB shall remain fully and solely responsible and accountable for meeting all of its obligations and duties under this contract, including all services, terms, and conditions, without regard to its subcontracting arrangements.

Subcontracting shall comply with applicable statutes, regulations, and guidelines, including the Virginia Public Procurement Act, § 2.1-4300 et seq. of the Code. All subcontracted activities shall be formalized in written contracts between the CSB and subcontractors. The CSB agrees to provide copies of contracts or other documents to the Department on request.



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**A. Subcontracts**

The written subcontract shall, as applicable and at a minimum, state the activities to be performed, the time schedule and duration, the policies and requirements, including data reporting, applicable to the subcontractor, the maximum amount of money for which the CSB may become obligated, and the manner in which the subcontractor will be compensated, including payment time frames. Subcontracts shall not contain provisions that require a subcontractor to make payments or contributions to the CSB as a condition of doing business with the CSB.

**B. Subcontractor Compliance**

The CSB shall require that its subcontractors comply with the requirements of all applicable federal and state statutes, regulations, policies, and reporting requirements that affect or are applicable to the services included in this contract. The CSB shall require that its subcontractors submit to the CSB all required CCS Extract data on individuals they served and services they delivered in the applicable format so that the CSB can include this data in its CCS Extract submissions to the Department.

1. The CSB shall require that any agency, organization, or person with which it intends to subcontract services that are included in this contract is fully qualified and possesses and maintains current all necessary licenses or certifications from the Department and other applicable regulatory entities before it enters into the subcontract and places individuals in the subcontracted service.
2. The CSB shall require all subcontractors that provide services to individuals and are licensed by the Department to maintain compliance with the Human Rights Regulations adopted by the State Board.
3. The CSB shall, to the greatest extent practicable, require all other subcontractors that provide services purchased by the CSB for individuals and are not licensed by the Department to develop and implement policies and procedures that comply with the CSB's human rights policies and procedures or to allow the CSB to handle allegations of human rights violations on behalf of individuals served by the CSB who are receiving services from such subcontractors. When it funds providers such as family members, neighbors, individuals receiving services, or others to serve individuals, the CSB may comply with these requirements on behalf of those providers, if both parties agree.

**C. Subcontractor Dispute Resolution**

The CSB shall include contract dispute resolution procedures in its contracts with subcontractors.

**D. Quality Improvement Activities**

The CSB shall, to the extent practicable, incorporate specific language in its subcontracts regarding the quality improvement activities of subcontractors. Each vendor that subcontracts with the CSB should have its own quality improvement system in place or participate in the CSB's quality improvement program.

**12. Compliance with Laws**

CSB shall comply with all applicable federal, state, and local laws and regulations. If any laws or regulations that become effective after the execution date of this contract substantially change the nature and conditions of this contract, they shall be binding upon the parties, but the parties retain the right to exercise any remedies available to them by law or other provisions of this contract.

**A. HIPPA**

1. The CSB shall comply with the HIPAA and the regulations promulgated thereunder by their compliance dates, except where the HIPAA requirements and applicable state law or regulations are contrary and state statutes or regulations are more stringent, as defined in 45 CFR § 160.202, than the

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- related HIPAA requirements.
2. The CSB shall execute a Business Associate Agreement (BAA) initiated by the Department for any HIPAA- or 42 CFR Part 2- protected health information (PHI), personally identifiable information (PII), and other confidential data that it exchanges with the Department and its state facilities that is not covered by Section 10.F.3.a. to ensure the privacy and security of sensitive data.
  3. The CSB shall ensure sensitive data, including HIPAA-PHI, PII, and other confidential data, exchanged electronically with the Department, its state hospitals and training centers, other CSB, other providers, regional or persons meets the requirements in the FIPS 140-2 standard and is encrypted using a method supported by the Department.
  4. The Department and its state hospitals and training centers shall comply with HIPAA and the regulations promulgated thereunder by their compliance dates, except where the HIPAA requirements and applicable state law or regulations are contrary and state statutes or regulations are more stringent, as defined in 45 CFR § 160.202, than the related HIPAA requirements.
  5. The Department shall initiate a BAA with the CSB for any HIPAA- or 42 CFR Part 2-PHI, PII, and other confidential data that it and its state facilities exchange with the CSB that is not covered by Section 10.F.3.a. to ensure the privacy and security of sensitive data.
  6. The CSB shall execute a BAA with the Department's authorized business associate for the access of PHI, PII, and other confidential data that the CSB may be required to provide to the Department's business associate to ensure the privacy and security of sensitive data.
  7. The Department and its state hospitals and training centers shall ensure that any sensitive data, including HIPAA-PHI, PII, and other confidential data, exchanged electronically with CSB, other providers, or persons meets the requirements in the FIPS 140-2 standard and is encrypted using a method supported by the Department and CSB.

**B. Employment Anti-Discrimination**

1. The CSB shall conform to the applicable provisions of Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Act of 1974, the Age Discrimination in Employment Act of 1967, the Americans With Disabilities Act of 1990, the Virginians With Disabilities Act, the Virginia Fair Employment Contracting Act, the Civil Rights Act of 1991, regulations issued by Federal Granting Agencies, and other applicable statutes and regulations, including § 2.2-4310 of the Code. The CSB agrees as follows:
2. The CSB will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by federal or state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the CSB. The CSB agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
3. The CSB, in all solicitations or advertisements for employees placed by or on behalf of the CSB, will state that it is an equal opportunity employer.
4. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

**C. Service Delivery Anti-Discrimination**

1. The CSB shall conform to the applicable provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, the Virginians with Disabilities Act, the Civil Rights Act of 1991, regulations issued by the U.S. Department of Health and Human Services pursuant thereto, other applicable statutes and regulations, and as further stated below.
2. Services operated or funded by the CSB have been and will continue to be operated in such a manner that no person will be excluded from participation in, denied the benefits of, or otherwise subjected to

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discrimination under such services on the grounds of race, religion, color, national origin, age, gender, or disability.

3. The CSB and its direct and contractual services will include these assurances in their services policies and practices and will post suitable notices of these assurances at each of their facilities in areas accessible to individuals receiving services.
4. The CSB will periodically review its operating procedures and practices to insure continued conformance with applicable statutes, regulations, and orders related to non- discrimination in service delivery.

**D. General State Requirements**

The CSB shall comply with applicable state statutes and regulations, State Board regulations and policies, and Department procedures, including the following requirements.

**E. Conflict of Interests**

Pursuant to § 2.2-3100.1 of the Code, the CSB shall ensure that new board members are furnished with receive a copy of the State and Local Government Conflict of Interests Act by the executive director or his or her designee within two weeks following a member's appointment, and new members shall read and become familiar with provisions of the act.

The CSB shall ensure board members and applicable CSB staff receive training on the act. If required by § 2.2-3115 of the Code, CSB board members and staff shall file annual disclosure forms of their personal interests and such other information as is specified on the form set forth in § 2.2-3118 of the Code. Board members and staff shall comply with the Conflict of Interests Act and related policies adopted by the CSB board of directors.

**F. Freedom of Information**

Pursuant to § 2.2-3702 of the Code, the CSB shall ensure that new board members are furnished with a copy of the Virginia Freedom of Information Act by the executive director or his or her designee within two weeks following a member's appointment, and new members shall read and become familiar with provisions of the act.

The CSB shall ensure board members and applicable staff receive training on the act. Board members and staff shall comply with the Freedom of Information Act and related policies adopted by the CSB by the CSB board of directors.

**G. Protection of Individuals Receiving Services**

1. **Human Rights:** The CSB shall comply with the current *Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services*. In the event of a conflict between any of the provisions in this contract and provisions in these regulations, the applicable provisions in the regulations shall apply.

The CSB shall cooperate with any Department investigation of allegations or complaints of human rights violations, including providing any information needed for the investigation as required under state law and as permitted under 45 CFR § 164.512 (d) in as expeditious a manner as possible.

2. **Disputes:** The filing of a complaint as outlined in the Human Rights Regulations by an individual or his or her family member or authorized representative shall not adversely affect the quantity, quality, or timeliness of services provided to that individual unless an action that produces such an effect is based on clinical or safety considerations and is documented in the individual's individualized services plan.

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**H. Licensing**

The CSB shall comply with the *Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services*. The CSB shall establish a system to ensure ongoing compliance with applicable licensing regulations. CSB staff shall provide copies of the results of licensing reviews, including scheduled reviews, unannounced visits, and complaint investigations, to all members of the CSB board of directors in a timely manner and shall discuss the results at a regularly scheduled board meeting. The CSB shall adhere to any licensing guidance documents published by the Department.

**13. Department Responsibilities**

**A. Program and Service Reviews**

The Department may conduct or contract for reviews of programs or services provided or contracted by the CSB under this contract to examine their quality or performance at any time as part of its monitoring and review responsibilities or in response to concerns or issues that come to its attention, as permitted under 45 CFR § 164.512 (a), (d), and (k) (6) (ii) and as part of its health oversight functions under § 32.1-127.1:03 (D) (6) and § 37.2-508 or § 37.2-608 of the Code or with a valid authorization by the individual receiving services or his authorized representative that complies with the *Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services*, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule. The CSB shall provide ready access to any records or other information necessary for the Department to conduct program or service reviews or investigations of critical incidents.

**B. State Facility Services**

1. **Availability:** The Department shall make state facility services available, if appropriate, through its state hospitals and training centers when individuals located in the CSB's service area meet the admission criteria for these services.
2. **Bed Utilization:** The Department shall track, monitor, and report on the CSB's utilization of state hospital and training center beds and provide data to the CSB about individuals receiving services from its service area who are served in state hospitals and training centers as permitted under 45 CFR §§ 164.506 (c) (1), (2), and (4) and 164.512(k) (6) (ii). The Department shall distribute reports to CSB on state hospital and training center bed utilization by the CSB for all types of beds (adult, geriatric, child and adolescent, and forensic) and for TDO admissions and bed day utilization.
3. **Continuity of Care:** The Department shall manage its state hospitals and training centers in accordance with State Board Policy 1035, to support service linkages with the CSB, including adherence to the applicable continuity of care procedures, and the current Exhibit K and other applicable document provided by the Department. The Department shall assure state hospitals and training centers use teleconferencing technology to the greatest extent practicable to facilitate the CSB's participation in treatment planning activities and fulfillment of its discharge planning responsibilities for individuals in state hospitals and training centers for whom it is the case management CSB.
4. **Medical Screening and Medical Assessment:** When working with CSB and other facilities to arrange for treatment of individuals in the state hospital, the state hospital shall assure that its staff follows the current Medical Screening and Medical Assessment Guidance Materials. The state hospital staff shall coordinate care with emergency rooms, emergency room physicians, and other health and behavioral health providers to ensure the provision of timely and effective medical screening and medical assessment to promote the health and safety of and continuity of care for individuals receiving services.

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5. **Planning:** The Department shall involve the CSB, as applicable and to the greatest extent possible, in collaborative planning activities regarding the future role and structure of state hospitals and training centers.

**C. Quality of Care**

The Department in collaboration with the VACSB Data Management and Quality Leadership Committees and the VACSB/DBHDS Quality and Outcomes Committee shall identify individual outcome, CSB provider performance, individual satisfaction, individual and family member participation and involvement measures, and quality improvement measures, pursuant to § 37.2-508 or § 37.2-608 of the Code, and shall collect information about these measures and work with the CSB to use them as part of the Continuous Quality Improvement Process described in Appendix E of the CSB Administrative Requirements to improve services.

**D. Department CSB Performance Measures Data Dashboard**

The Department shall develop a data dashboard to display the CSB Performance Measures in Exhibit B, developed in collaboration with the CSB, and disseminate it to CSB. The Department shall work with the CSB to identify and implement actions to improve the CSB's ranking on any outcome or performance measure on which it is below the benchmark.

**E. Utilization Management**

The Department shall work with the CSB, state hospitals and training centers serving it, and private providers involved with the public mental health, developmental, and substance use disorder services system to implement regional utilization management procedures and practices.

**F. Human Rights**

The Department shall operate the statewide human rights system described in the current *Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services*, by monitoring compliance with the human rights requirements in those regulations.

**G. Licensing**

The Department shall license programs and services that meet the requirements in the current *Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services*, and conduct licensing reviews in accordance with the provisions of those regulations. The Department shall respond in a timely manner to issues raised by the CSB regarding its efforts to coordinate and monitor services provided by independent providers licensed by the Department.

**H. Peer Review Process**

The Department shall implement a process in collaboration with volunteer CSB to ensure that at least five percent of community mental health and substance abuse programs receive independent peer reviews annually, per federal requirements and guidelines, to review the quality and appropriateness of services. The Department shall manage this process to ensure that peer reviewers do not monitor their own programs.

**I. Electronic Health Record (EHR)**

The Department shall implement and maintain an EHR in its central office and state hospitals and training centers that has been fully certified and is listed by the Office of the National Coordinator for Health Information Technology- Authorized Testing and Certification Body to improve the quality and

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accessibility of services, streamline and reduce duplicate reporting and documentation requirements, obtain reimbursement for services, and exchange data with CSB.

**J. Reviews**

The Department shall review and take appropriate action on audits submitted by the CSB in accordance with the provisions of this contract and the CSB Administrative Requirements. The Department may conduct a periodic, comprehensive administrative and financial review of the CSB to evaluate the CSB's compliance with requirements in the contract and CSB Administrative Requirements and the CSB's performance. The Department shall present a report of the review to the CSB and monitor the CSB's implementation of any recommendations in the report.

**K. Reporting and Data Quality Requirements**

In accordance with State Board Policy 1030, the Department shall work with CSB through the VACSB DMC to ensure that current data and reporting requirements are consistent with each other and the current Core Services Taxonomy, the current CCS Extract, and the Treatment Episode Data Set (TEDS) and other federal reporting requirements.

1. The Department also shall work with CSB through the DMC in planning and developing any additional reporting or documentation requirements beyond those identified in this contract to ensure that the requirements are consistent with the current taxonomy, current CCS Extract, and TEDS and other federal reporting requirements.
2. The Department shall work with the CSB through the DMC to develop and implement any changes in data platforms used, data elements collected, or due dates for existing reporting mechanisms, including CCS Extract, CARS, WaMS, FIMS, and the current prevention data system and stand-alone spreadsheet or other program-specific reporting processes.

**L. Community Consumer Submission**

The Department shall collaborate with CSB through the DMC in the implementation and modification of the current CCS Extract, which reports individual characteristic and service data that is required under § 37.2-508 or § 37.2-608 of the Code, the federal Substance Abuse and Mental Health Services Administration, and Part C of Title XIX of the Public Health Services Act - Block Grants, §1943 (a) (3) and § 1971 and § 1949, as amended by Public Law 106-310, to the Department and is defined in the current CCS Extract Specifications, including the current Business Rules.

1. The Department will receive and use individual characteristic and service data disclosed by the CSB through CCS Extract as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (a) (1) of the HIPAA regulations and § 32.1- 127.1:03.D (6) of the Code and shall implement procedures to protect the confidentiality of this information pursuant to § 37.2-504 or § 37.2-605 of the Code and HIPAA.
2. The Department shall follow the user acceptance testing process described in Addendum I Administrative Requirements and Processes and Procedures for new CCS Extract releases.

**M. Data Elements**

The Department shall work with CSB through the DMC to standardize data definitions, periodically review existing required data elements to eliminate elements that are no longer needed, minimize the addition of new data elements to minimum necessary ones, review CSB business processes so that information is collected in a systematic manner, and support efficient extraction of required data from CSB electronic health record systems whenever this is possible.

The Department shall work with the CSB through the DMC to develop, implement, maintain, and revise

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or update a mutually agreed upon electronic exchange mechanism that will import all information related to the support coordination or case management parts of the ISP (parts I-IV) and VIDES about individuals who are receiving DD Waiver services from CSB EHRs into WaMS. If the CSB does not use or is unable to use the data exchange, it shall enter this data directly into WaMS.

**N. Streamlining Reporting Requirements**

The Department shall work with CSB through the DMC to review existing reporting requirements including the current CCS Extract to determine if they are still necessary and, if they are, to streamline and reduce the number of portals through which those reporting requirements are submitted as much as possible; to ensure reporting requirements are consistent with the current CCS Extract Specifications and Core Services Taxonomy; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.

**O. Data Quality**

The Department shall provide data quality reports to the CSB on the completeness and validity of its CCS Extract data to improve data quality and integrity. The Department may require the CSB executive director to develop and implement a plan of correction to remedy persistent deficiencies in the CSB's CCS Extract submissions. Once approved, the Department shall monitor the plan of correction and the CSB's ongoing data quality.

**P. Surveys**

The Department shall ensure that all surveys and requests for data have been reviewed for cost effectiveness and developed through a joint Department and CSB process. The Department shall comply with the Procedures for Approving CSB Surveys, Questionnaires, and Data Collection Instruments and Establishing Reporting Requirements, reissued by the Commissioner.

**Q. Communication**

1. The Department shall provide technical assistance and written notification to the CSB regarding changes in funding source requirements, such as regulations, policies, procedures, and interpretations, to the extent that those changes are known to the Department.
2. The Department shall resolve, to the extent practicable, inconsistencies in state agency requirements that affect requirements in this contract.
3. The Department shall provide any information requested by the CSB that is related to performance of or compliance with this contract in a timely manner, considering the type, amount, and availability of the information requested.
4. The Department shall issue new or revised policy, procedure, and guidance documents affecting CSB via letters, memoranda or emails from the Commissioner, Deputy Commissioner, or applicable Assistant Commissioner to CSB executive directors and other applicable CSB staff and post these documents in an easily accessible place on its web site within 10 business days of the date on which the documents are issued via letters, memoranda, or emails.

**R. Department Comments or Recommendations on CSB Operations or Performance**

The Commissioner of the Department may communicate significant issues or concerns about the operations or performance of the CSB to the executive director and CSB board members for their consideration, and the Department agrees to collaborate as appropriate with the executive director and CSB board members as they respond formally to the Department about these issues or concerns.

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The executive director and CSB board members shall consider significant issues or concerns raised by the Commissioner of the Department at any time about the operations or performance of the CSB and shall respond formally to the Department, collaborating with it as appropriate, about these issues or concerns.

**14. Compliance and Dispute Resolution**

The Department may utilize a variety of remedies, including requiring a corrective action plan, delaying payments, reducing allocations or payments, and terminating the contract, to assure CSB compliance with this contract. Specific remedies, described in Exhibit E of this contract, may be taken if the CSB fails to satisfy the reporting requirements in this contract.

In accordance with subsection E of § 37.2-508 or § 37.2-608 of the Code, the Department may terminate all or a portion of this contract, after unsuccessful use of the remediation process described in this section and after affording the CSB an adequate opportunity to use the dispute resolution process described in this contract. The Department shall deliver a written notice specifying the cause to the CSB's board chairperson and executive director at least 75 days prior to the date of actual termination of the contract. In the event of contract termination under these circumstances, only payment for allowable services rendered by the CSB shall be made by the Department.

**A. Disputes**

Resolution of disputes arising from Department contract compliance review and performance management efforts or from actions by the CSB related to this contract may be pursued through the dispute resolution process in this section, which may be used to appeal only the following conditions: reduction or withdrawal of state general or federal funds, unless funds for this activity are withdrawn by action of the General Assembly or federal government or by adjustment of allocations or payments pursuant to Section 8 of this contract; termination or suspension of the contract, unless funding is no longer available; 3.) refusal to negotiate or execute a contract modification; disputes arising over interpretation or precedence of terms, conditions, or scope of the contract; or determination that an expenditure is not allowable under this contract.

**B. Dispute Resolution Process**

Disputes arising from any of the conditions in this section of this contract shall be resolved using the following process:

1. Within 15 calendar days of the CSB's identification or receipt of a disputable action taken by the Department or of the Department's identification or receipt of a disputable action taken by the CSB, the party seeking resolution of the dispute shall submit a written notice to the Department's OMS Director, stating its desire to use the dispute resolution process. The written notice must describe the condition, nature, and details of the dispute and the relief sought by the party.
2. The OMS Director shall review the written notice and determine if the dispute falls within the conditions listed in Section 15. If it does not, the OMS Director shall notify the party in writing within seven days of receipt of the written notice that the dispute is not subject to this dispute resolution process. The party may appeal this determination to the Commissioner in writing within seven days of its receipt of the Director's written notification.
3. If the dispute falls within the conditions listed in this section, the OMS Director shall notify the party within seven days of receipt of the written notice that a panel will be appointed within 15 days to conduct an administrative hearing.
4. Within 15 days of notification to the party, a panel of three or five disinterested persons shall be appointed to hear the dispute. The CSB shall appoint one or two members; the Commissioner shall appoint one or two members; and the appointed members shall appoint the third or fifth member. Each panel member will be informed of the nature of the dispute and be required to sign a statement



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- indicating that he has no interest in the dispute.
5. Any person with an interest in the dispute shall be relieved of panel responsibilities and another person shall be selected as a panel member.
  6. The OMS Director shall contact the parties by telephone and arrange for a panel hearing at a mutually convenient time, date, and place. The panel hearing shall be scheduled not more than 15 days after the appointment of panel members. Confirmation of the time, date, and place of the hearing will be communicated to all parties at least seven days in advance of the hearing.
  7. The panel members shall elect a chairman and the chairman shall convene the panel. The party requesting the panel hearing shall present evidence first, followed by the presentation of the other party. The burden shall be on the party requesting the panel hearing to establish that the disputed decision or action was incorrect and to present the basis in law, regulation, or policy for its assertion. The panel may hear rebuttal evidence after the initial presentations by the CSB and the Department. The panel may question either party in order to obtain a clear understanding of the facts.
  8. Subject to provisions of the Freedom of Information Act, the panel shall convene in closed session at the end of the hearing and shall issue written recommended findings of fact within seven days of the hearing. The recommended findings of fact shall be submitted to the Commissioner for a final decision.
  9. The findings of fact shall be final and conclusive and shall not be set aside by the Commissioner unless they are (a.) fraudulent, arbitrary, or capricious; (b.) so grossly erroneous as to imply bad faith; (c.) in the case of termination of the contract due to failure to perform, the criteria for performance measurement are found to be erroneous, arbitrary, or capricious; or (d.) not within the CSB's purview.
  10. The final decision shall be sent by certified mail to both parties no later than 60 days after receipt of the written notice from the party invoking the dispute resolution process. Multiple appeal notices shall be handled independently and sequentially so that an initial appeal will not be delayed by a second appeal.
  11. The CSB or the Department may seek judicial review of the final decision to terminate the contract in the Circuit Court for the City of Richmond within 30 days of receipt of the final decision.

**C. Remediation Process**

The Department and the CSB shall use the remediation process mentioned in subsection E of § 37.2-508 or § 37.2-608 of the Code to address a particular situation or condition identified by the Department or the CSB that may, if unresolved, result in termination of all or a portion of the contract in accordance with the provisions of this section. The parties shall develop the details of this remediation process and add them as an Exhibit D of this contract. This exhibit shall:

1. Describe the situation or condition, such as a pattern of failing to achieve a satisfactory level of performance on a significant number of major outcome or performance measures in the contract, that if unresolved could result in termination of all or a portion of the contract;
2. Require implementation of a plan of correction with specific actions and timeframes approved by the Department to address the situation or condition; and
3. Include the performance measures that will document a satisfactory resolution of the situation or condition.
4. If the CSB does not implement the plan of correction successfully within the approved timeframes, the Department, as a condition of continuing to fund the CSB, may request changes in the management and operation of the CSB's services linked to those actions and measures in order to obtain acceptable performance. These changes may include realignment or re-distribution of state-controlled resources or restructuring the staffing or operations of those services. The Department shall review and approve any changes before their implementation. Any changes shall include mechanisms to monitor and evaluate their execution and effectiveness.

**15. Liability**

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The CSB shall defend or compromise, as appropriate, all claims, suits, actions, or proceedings arising from its performance of this contract. The CSB shall obtain and maintain sufficient liability insurance to cover claims for bodily injury and property damage and suitable administrative or directors and officers liability insurance. The CSB may discharge these responsibilities by means of a proper and sufficient self-insurance program operated by the state or a city or county government. The CSB shall provide a copy of any policy or program to the Department upon request. This contract is not intended to and does not create by implication or otherwise any basis for any claim or cause of action by a person or entity not a party to this contract arising out of any claimed violation of any provision of this contract, nor does it create any claim or right on behalf of any person to services or benefits from the CSB or the Department.

**16. Severability**

Each paragraph and provision of this contract is severable from the entire contract, and the remaining provisions shall nevertheless remain in full force and effect if any provision is declared invalid or unenforceable.

**Counterparts and Electronic Signatures:** Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.

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**17. Signatures**

In witness thereof, the Department and the CSB have caused this performance contract to be executed by the following duly authorized officials.

**VIRGINIA DEPARTMENT OF BEHAVIORAL  
HEALTH AND DEVELOPMENTAL SERVICES**

By: \_\_\_\_\_

Name: Nelson Smith

Title: Commissioner

Date: \_\_\_\_\_

**Hampton-Newport News Community Services  
Board**

By: \_\_\_\_\_

Name: Venerria Thomas

Title: Chairperson

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Natale Christian

Title: Executive Director

Date: \_\_\_\_\_

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<b>18. Exhibit L: List of Acronyms</b>			
<b>Acronym</b>	<b>Name</b>	<b>Acronym</b>	<b>Name</b>
ACE	Adverse Childhood Experiences	NCI	National Core Indicators
ACT	Assertive Community Treatment (ACT) – Effective 7.1.2021		
BAA	Business Associate Agreement (for HIPAA compliance)	NGRI	Not Guilty by Reason of Insanity
CARS	Community Automated Reporting System	OMS	Office of Management Services
CCS	Community Consumer Submission	PACT	Program of Assertive Community Treatment– Retired as of 7.1.2021, See Assertive Community Treatment (ACT)
CFR	Code of Federal Regulations	PATH	Projects for Assistance in Transition from Homelessness
CIT	Crisis Intervention Team	PHI	Protected Health Information
CPMT	Community Policy and Management Team (CSA)	PII	Personally Identifiable Information
CQI	Continuous Quality Improvement	PSH	Permanent Supportive Housing
CRC	Community Resource Consultant (DD Waivers)	QSR	Quality Service Reviews
CSA	Children’s Services Act (§ 2.2-5200 et seq. of the Code)	RCSU	Residential Crisis Stabilization Unit
CSB	Community Services Board	RDAP	Regional Discharge Assistance Program
DAP	Discharge Assistance Program	REACH	Regional Education Assessment Crisis Services Habilitation
DBHDS	Department	RFP	Request for Proposal
DD	Developmental Disabilities	RMG	Regional Management Group
Department	Department of Behavioral Health and Developmental Services	RST	Regional Support Team (DD Waivers)
DMAS	Department of Medical Assistance Services (Medicaid)	RUMCT	Regional Utilization Management and Consultation Team
DOJ	Department of Justice (U.S.)	SABG	Federal Substance Abuse Block Grant
EBL	Extraordinary Barriers to Discharge List	SDA	Same Day Access
EHR	Electronic Health Record	sFTP	Secure File Transfer Protocol
FTE	Full Time Equivalent	SPF	Strategic Prevention Framework
HIPAA	Health Insurance Portability and Accountability Act of 1996	TDO	Temporary Detention Order
ICC	Intensive Care Coordination (CSA)	VACSB	Virginia Association of Community Services Boards
ICF	Intermediate Care Facility	VIDES	Virginia Individual DD Eligibility Survey
IDAPP	Individualized Discharge Assistance Program Plan	WaMS	Waiver Management System (DD Waivers)
LIPOS	Local Inpatient Purchase of Services	SPQM	Service Process Quality Management

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**Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures**

**Introduction**

The Department and CSBs are committed to a collaborative continuous quality improvement (CQI) process aimed at improving the quality, accessibility, consistency, integration, and responsiveness of services across the Commonwealth pursuant to Code § 37.2-508(C) and § 37.2-608(C).

**1. Continuous Quality Improvement Framework**

The purpose of a standardized CQI process at the state level is to:

1. Increase the reliability and validity of data source(s) for performance metrics and associated accountability/reporting
2. Increase transparency between CSBs and the Department at a federal and state level regarding performance expectations and quality improvement initiatives
3. Strengthen framework for quality improvement at DBHDS that is generally applied across community behavioral health services, developmental services, and state facilities

Meaningful performance expectations are an integral part of the CQI process developed and supported by the Department and CSBs. CSBs' progress in achieving outlined expectations will be monitored and will provide a platform for system-wide improvement efforts. Generally, performance expectations reflect requirements based in statute, regulation, or policy. The capacity to measure progress in achieving performance expectations and goals, provide feedback, and plan and implement CQI strategies shall exist at local, regional, and state levels.

The CQI process will utilize goals and benchmarks to measure progress, as defined below:

“Benchmark” refers to the overall target for the state and each individual CSB. For example, a benchmark of 70% means that the objective is for the state average and each individual CSB to achieve 70% on the metric. Benchmarks are set after a defined period of reviewing initial data, obtaining feedback from CSBs and subject matter experts (SME), and addressing any immediate barriers to the implementation of the metric. Whenever possible, SME groups (for example, Quality and Outcomes Committee) utilize national benchmarks and evidence informed approaches to benchmarking.

“Goal” refers to incremental changes of 10% quarterly when a baseline measure is more than 10% lower than the benchmark. In other words, when there is a >10% discrepancy between the benchmark and either an individual CSB or statewide baseline measure, then aim is to reach the goal, not the benchmark. The aim would be to achieve the goal on a quarterly basis, at which point the goal would increase another 10% until it was within 10% of the benchmark. A state goal would replace the state benchmark when the state average is more than 10% less than the benchmark. An individual CSB goal would replace the individual CSB benchmark when the state average is within 10% of the benchmark but the individual CSB is not.

The Department will implement a graduated response to difficulties in meeting goals or benchmarks.

**A. Technical assistance (TA)**

TA will be offered/provided at the discretion of the Department. TA will be offered if a CSB is not meeting its incremental goal or the Department's established benchmark (do not have to meet both; have to meet one or the other). TA is provided to support CSBs to meet or exceed the goal every quarter. In cases where goal is >30% below benchmark, TA may be offered even if goal is met first quarter. TA may be requested by a CSB. The Department can provide TA even if the CSB disputes the validity of the dashboard data. The Department will work to address CSB-raised concerns or identified Department data issues as part of the Quality Improvement Plan process.

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### FY22-23 Community Services Performance Contract

#### Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures

##### B. Quality Improvement Plans (QIP)

There are four categories of QIPs. These include CSB Performance QIPs, CSB local system QIPs, Regional QIPs, and Statewide QIPs and are further defined below:

1. **CSB QIPs (Performance and Local system).** A QIP is not automatically triggered by a certain amount of TA, but should not be entered into before at least 6 months of TA (2 quarters of data) have been provided, unless there are extenuating circumstances. QIPs are written collaboratively between the Department and CSB leadership and staff. If it did not occur during the TA process, data issues and opportunities for CSBs to present data from a source outside of CCS3 will be provided prior to determining that a QIP is needed. QIPs include activities to be completed, timelines for completion, responsible parties, and interim goals that are measurable or observable. QIPs should not be written for less than 6 months unless extenuating circumstances. The average QIP will be 12 months.
  - a. A CSB performance QIP is designated when the issue seems to be primarily performance based, and the performance issues could be fixed with changes to processes, procedures, staffing, etc. at the CSB.
  - b. A CSB local system QIP is designated when the issue seems to be primarily driven by factors external to the CSB, but nevertheless factors that the CSB has responsibility to address as the local authority. CSB local system QIPs may name other partners in the local system that need to be brought to the table during the QIP process.
2. **Regional Program Performance QIPs.** Regional QIPs can also be designated as “performance” or “regional systems” QIP, or can be non-designated if there are not clear indications of the drivers. Regional performance QIPs are specific to regional programs and determined as such when the performance issues could be fixed with changes to processes, procedures, staffing, etc. at the regional program. The operational manager would be named first and have a primary responsibility for engagement with the Department; if it is operated by an external provider then the fiscal agent would be named first. Other participating CSBs will be named as well and expected to participate in the QIP process.

##### C. Corrective Action Plans (CAP)

TA and QIPs are the primary interventions when benchmarks and goals are not met. CAPs are pursued under the following circumstances: goals of QIP are not met and/or there is limited engagement in the QIP process. There may be times where an issue is so severe that a CAP would be necessary where there was not a QIP in place, but this would be under extenuating circumstances. The purpose of the QIP is to have a period of collaborative improvement so that CAPs are not needed. CAPs will remain as currently described in the performance contract.

Implementing the CQI process will be a multi-year, iterative, and collaborative effort to assess and enhance CSB and system-wide performance over time through a partnership among CSBs and the Department in which they are working to achieve a shared vision of a transformed services system. In this process, CSBs and the Department engage with stakeholders to perform meaningful self-assessments of current operations, determine relevant CQI performance expectations and goals, and establish benchmarks for goals, determined by baseline performance, to convert those goals to expectations.

The Department and the CSB may negotiate CSB performance measures in Exhibit D of the performance contract reflecting actions or requirements to meet expectations and goals in the CSB’s CQI plan. As this joint CQI process evolves and expands, the Department and the Virginia Association of Community Services Boards will utilize data and reports submitted by CSBs to conduct a broader scale evaluation of service system performance and identify opportunities for CQI activities across all program areas.

### 3. Performance Measures

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#### Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures

**CSB Core Performance Measures:** The CSB and Department agree to use the CSB Performance Measures, developed by the Department in collaboration with the VACSB Data Management, Quality Leadership, and VACSB/DBHDS Quality and Outcomes Committees to monitor outcome and performance measures for CSBs and improve the CSB's performance on measures where the CSB falls below the benchmark. These performance measures include:

#### A. Suicide Screening Measure

Percentage of adults who are 18 years old or older and have a new MH or SUD case open (denominator) who received a suicide risk assessment completed within 30 days before or 5 days after the case opening (numerator).

**Benchmark:** The CSB shall conduct a Columbia screening for at least 86% of individuals with a new MH or SUD case opening

#### B. Same Day Access Measures

Percentage of individuals who received a SDA assessment and were determined to need a follow-up service who:

- i. Are offered an appointment at an appropriate service within 10 business days; and
- ii. Attend a scheduled follow-up appointment within 30 calendar days.

**Benchmark:** The CSB shall offer an appropriate follow-up appointment to **at least 86 percent** of the individuals who are determined to need an appointment (a); and **at least 70 percent** of the individuals seen in SDA who are determined to need a follow-up service will return to attend that service within 30 calendar days of the SDA assessment (b).

#### C. SUD Engagement Measure

Percentage of individuals 13 years or older with a new episode of substance use disorder services as a result of a new SUD diagnosis who initiate services within 14 days of diagnosis and attend at least two follow up SUD services within 30 days.

**Benchmark:** The CSB shall aim to have **at least 50 percent** of SUD clients engage in treatment per this definition of engagement.

#### D. DLA-20 Measure

6-month change in DLA-20 scores for youth (ages 6-17) and adults (age 18 or over) receiving outpatient services in mental health or substance use disorder program areas.

**Benchmark:** **At least 35%** of individuals receiving 310 Outpatient Services in Program Areas 100 and/or 300 scoring below a 4.0 on a DLA-20 assessment will demonstrate at least 0.5 growth within two fiscal quarters.

### 4. Additional Expectations and Elements Being Monitored

Below are data elements and expectations that were put into place prior to the data quality and benchmarking review process as of March 1, 2022, and are still general, active expectations regarding CSB operations and implementation.

#### A. Outpatient Primary Care Screening and Monitoring

##### 1. Primary Care Screening Measures

- a. **Objective 1:** Any child diagnosed with a serious emotional disturbance and receiving ongoing CSB behavioral health service or any adult diagnosed with a serious mental illness and receiving ongoing CSB behavioral health service will be provided or referred for a primary care screening on a yearly basis.



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#### Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures

- i. For the implementation of Objective 1, “ongoing behavioral health service” is defined as “child with SED receiving Mental Health Targeted Case Management or adult with SMI receiving Mental Health Targeted Case Management”. These clients are required to be provided with a yearly primary care screening to include, at minimum, height, weight, blood pressure, and BMI.
- ii. This screening may be done by the CSB or the individual may be referred to a primary care provider to have this screening completed. If the screening is done by a primary care provider, the CSB is responsible for the screening results to be entered in the patient’s CSB electronic health record. The CSB will actively support this connection and coordinate care with physical health care providers for all service recipients.
- b. **Objective 2:** Screen and monitor any individual over age 3 being prescribed an antipsychotic medication by CSB prescriber for metabolic syndrome following the American Diabetes Association guidelines. The population includes all individuals over age 3 who receive psychiatric medical services by the CSB.
2. **Benchmark:** CSB and DBHDS will work together to establish.
3. **Outcomes:** To provide yearly primary care screening to identify and provide related care coordination to ensure access to needed physical health care to reduce the number of individuals with serious mental illness (SMI), known to be at higher risk for poor physical health outcomes largely due to unidentified chronic conditions.
4. **Monitoring:** CSB must report the screen completion and monitoring completion in CCS monthly submission to reviewed by the Department.

#### B. Outpatient Services

Outpatient services are considered to be foundational services for any behavioral health system. The DBHDS Services Taxonomy states that outpatient services may include diagnosis and evaluation, screening and intake, counseling, psychotherapy, behavior management, psychiatry, psychological testing and assessment, laboratory and ancillary services.

1. **Measures:** CSBs shall provide an appointment to a high quality CSB outpatient provider or a referral to a non-CSB outpatient behavioral health service within 10 business days of the completed SDA intake assessment, if clinically indicated.
  - a. All CSB will establish a quality management program and continuous quality improvement plan to assess the access, quality, efficiency of resources, behavioral healthcare provider training, and patient outcomes of those individuals receiving outpatient services through the CSBs. This may include improvement or expansion of existing services, the development of new services, or enhanced coordination and referral process to outpatient services not directly provided by the CSB.
  - b. Expertise in the treatment of trauma related conditions are to be established
2. **Benchmark:** CSBs should provide a minimum for outpatient behavioral healthcare providers of 8 hours of trauma focused training in treatment modalities to serve adults, children/adolescents and their families within the first year of employment and 4 hours in each subsequent years or until 40 hours of trauma focused treatment can be demonstrated.
3. **Monitoring:** The CSB shall complete and submit to the Department quarterly DLA-20 composite scores through CCS as well as provide training data regarding required trauma training yearly in July when completing federal Block Grant reporting.

### 5. Service Members, Veterans, and Families

#### A. Training

**Measures:** Percentage of CSB direct services staff who receive military cultural competency training

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**Benchmark:** Is provided to 100% of CSB staff delivering direct services to the SMVF population. Direct services include, but are not limited to, those staff providing crisis, behavioral health outpatient and case management services.

#### **B. Presenting for Services**

**Measures:** Percentage of clients with SMVF status presenting for services

**Benchmark:** Is tracked for 90% of individuals presenting for services

#### **C. Referral Destination**

**Measures:** Percentage served referred to SMVF referral destination

**Benchmark:** Of those served by the CSB who are SMVF, at least 70% will be referred to Dept. of Veterans Services (DVS), Veterans Health Administration facilities and services (VHA), and/or Military Treatment Facilities and services (MTF) referral destination

#### **D. Columbia Suicide Severity Rating Scale**

**Measure:** Percentage of SMVF for whom suicide risk screening using the Columbia Suicide Severity Rating Scale brief screen is conducted

**Benchmark:** Is conducted for 60% of SMVF for Year 1 (July 1, 2021 through June 30, 2022)

#### **E. Monitoring**

CSB must report all data through its CCS monthly submission.

### 6. Peer and Family Support Services

#### **A. Certification and Registration**

1. **Measure:** Peer Supporters will obtain certification and registration (Board of Counseling) within 18 months of hire.
2. **Benchmark:** 80% of Peer Supporters will become a Peer Recovery Specialist within one year of hire.

#### **B. Unduplicated individuals receiving Peer Services**

1. **Measure:** Total number of unduplicated individuals receiving Peer Services will continue to increase.
2. **Benchmark:** Total number of unduplicated individuals receiving Peer Services will continue to increase 5% annually. Year 1 will allow for a benchmark and this percentage will be reviewed going into year two.

#### **C. Individual contacts (repeat/duplicated) receiving Peer or Family Support Services**

1. **Measure:** Total number of individual contacts (repeat/duplicated) receiving Peer or Family Support Services will increase annually for individual and group.
2. **Benchmark:** Total number of individual contacts for Peer or Family Support Services will increase 5% annually (only applies to service codes and locations where Peer and/or Family Support Services are delivered). Year 1 will allow for a benchmark and this percentage will be review going into year two for individual and group.

#### **D. Peer Support Service units (15-minute increments)**

1. **Measure:** Total number of Peer Support Service units (15-minute increments) provided will increase annually for individual and group.
2. **Benchmark:** Total number of Peer Support Service units (15-minute increments) provided will increase 5% annually (only applies to service codes and locations where Peer and/or Family Support Services are delivered). Year 1 will allow for a benchmark and this percentage will be review going into year two for individual and group.

#### **E. Closing Programs**

1. **Measure:** CSB will inform DBHDS when Recovery oriented peer services programs are closing,
2. **Benchmark:** CSB will inform Office of Recovery Services (ORS) Director within 30 days prior to Recovery oriented peer services programs are set to close.

#### **F. Monitoring**

CSB must report data through its CCS monthly submission.

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##### 8. Continuity of Care for State Hospital Discharges

- A. **Measure:** Percent of individuals for whom the CSB is the identified case management CSB who keep a face-to-face (non-emergency) service appointment within seven calendar days after discharge from a state hospital.
- B. **Benchmark:** At least 80 percent of these individuals shall receive a face-to-face (non-emergency) service from the CSB within seven calendar days after discharge.
- C. **Monitoring:** The Department shall monitor this measure through comparing AVATAR data on individuals discharged from state hospitals to the CSB with CCS data about their dates of mental health outpatient services after discharge from the state hospital and work with the CSB to achieve this benchmark utilizing the process document provided by the Department if it did not meet it.

##### 9. Residential Crisis Stabilization Unit (RCSU) Utilization

- A. **Measure:** Percent of all available RCSU bed days for adults utilized annually.
- B. **Benchmark:** The CSB that operates an RCSU shall ensure that the RCSU, once it is fully operational, achieves an annual average utilization rate of at least 75 percent of available bed days.
- C. **Monitoring:** The Department shall monitor this measure using data from CCS service records and CARS service capacity reports and work with the CSB to achieve this benchmark if it did not meet it.

##### 10. General Performance Goal and Expectation

- A. For individuals currently receiving services, the CSB has a protocol in effect 24 hours per day, seven days per week (a) for service providers to alert emergency services staff about individuals deemed to be at risk of needing an emergency intervention, (b) for service providers to provide essential clinical information, which should include advance directives, wellness recovery action plans, or safety and support plans to the extent they are available, that would assist in facilitating the disposition of the emergency intervention, and (c) for emergency services staff to inform the case manager of the disposition of the emergency intervention. Individuals with co-occurring mental health and substance use disorders are welcomed and engaged promptly in an integrated screening and assessment process to determine the best response or disposition for continuing care. The CSB shall provide this protocol to the Department upon request. During its inspections, the Department's Licensing Office may examine this protocol to verify this affirmation as it reviews the CSB's policies and procedures.
- B. For individuals hospitalized through the civil involuntary admission process in a state hospital, private psychiatric hospital, or psychiatric unit in a public or private hospital, including those who were under a temporary detention or an involuntary commitment order or were admitted voluntarily from a commitment hearing, and referred to the CSB, the CSB that will provide services upon the individual's discharge has in place a protocol to assure the timely discharge of and engage those individuals in appropriate CSB services and supports upon their return to the community. The CSB monitors and strives to increase the rate at which these individuals keep scheduled face-to-face (non-emergency) service visits within seven business days after discharge from the hospital or unit. Since these individuals frequently experience co-occurring mental health and substance use disorders, CSB services are planned as co-occurring capable and promote successful engagement of these individuals in continuing integrated care. The CSB shall provide this protocol to the Department upon request. During its inspections, the Department's Licensing Office may examine this protocol to verify this affirmation as it reviews the CSB's policies and procedures.

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#### **Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures**

##### **11. Emergency Services Performance Goal and Expectation**

- A.** When an immediate face-to-face intervention by a certified preadmission screening evaluator is appropriate to determine the possible need for involuntary hospitalization, the intervention is completed by a certified preadmission screening evaluator who is available within one hour of initial contact for urban CSBs and within two hours of initial contact for rural CSBs.
- B.** Every preadmission screening evaluator is hired with knowledge, skills, and abilities to establish a welcoming environment for individuals with co-occurring disorders and performing hopeful engagement and integrated screening and assessment.
- C.** Pursuant to subsection B of § 37.2-817 of the Code of Virginia, a preadmission screening evaluator, or through a mutual arrangement an evaluator from another CSB, attends each commitment hearing, initial (up to 30 days) or recommitment (up to 180 days), for an adult held in the CSB's service area or for an adult receiving services from the CSB held outside of its service area in person, or, if that is not possible, the preadmission screening evaluator participates in the hearing through two-way electronic video and audio or telephonic communication systems, as authorized by subsection B of § 37.2-804.1 of the Code of Virginia, for the purposes of presenting preadmission screening reports and recommended treatment plans and facilitating least restrictive dispositions.
- D.** In preparing preadmission screening reports, the preadmission screening evaluator considers all available relevant clinical information, including a review of clinical records, wellness recovery action plans, advance directives, and information or recommendations provided by other current service providers or appropriate significant other persons (e.g., family members or partners). Reports reference the relevant clinical information used by the preadmission screening evaluator. During its inspections, the Department's Licensing Office may verify this affirmation as it reviews services records, including records selected from a sample identified by the CSB for individuals who received preadmission screening evaluations.
- E.** If the emergency services intervention occurs when an individual has been admitted to a hospital or hospital emergency room, the preadmission screening evaluator informs the charge nurse or requesting medical doctor of the disposition, including leaving a written clinical note describing the assessment and recommended disposition or a copy of the preadmission screening form containing this information, and this action is documented in the individual's service record at the CSB with a progress note or with a notation on the preadmission screening form that is included in the individual's service record. During its inspections, the Department's Licensing Office may verify this affirmation as it reviews services records, including records selected from a sample identified by the CSB for individuals who received preadmission screening evaluations, for a progress note or a copy of the preadmission screening form.

##### **12. Mental Health and Substance Abuse Case Management Services Performance Expectation**

- A.** Case managers are hired with the goal of becoming welcoming, recovery-oriented, and co-occurring competent to engage all individuals receiving services in empathetic, hopeful, integrated relationships to help them address multiple issues successfully.
- B.** Reviews of the individualized services plan (ISP), including necessary assessment updates, are conducted with the individual quarterly or every 90 days and include significant changes in the individual's status, engagement, participation in recovery planning, and preferences for services; and the ISP is revised accordingly to include an individual-directed wellness plan that addresses crisis self-management strategies and implements advance directives, as desired by the individual. For those individuals who express a choice to discontinue case management services because of their dissatisfaction with care, the provider reviews the ISP to consider reasonable solutions to address the individual's concerns. During its

## **Amendment 1**

### **FY22-23 Community Services Performance Contract**

#### **Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures**

inspections, the Department's Licensing Office may verify this affirmation as it reviews ISPs, including those from a sample identified by the CSB of individuals who discontinued case management services.

- C. The CSB has policies and procedures in effect to ensure that, during normal business hours, case management services are available to respond in person, electronically, or by telephone to preadmission screening evaluators of individuals with open cases at the CSB to provide relevant clinical information in order to help facilitate appropriate dispositions related to the civil involuntary admissions process established in Chapter 8 of Title 37.2 of the Code of Virginia. During its inspections, the Department's Licensing Office may verify this affirmation as it examines the CSB's policies and procedures.
- D. For an individual who has been discharged from a state hospital, private psychiatric hospital, or psychiatric unit in a public or private hospital or released from a commitment hearing and has been referred to the CSB and determined by it to be appropriate for its case management services program, a preliminary assessment is initiated at first contact and completed, within 14 but in no case more than 30 calendar days of referral, and an individualized services plan (ISP) is initiated within 24 hours of the individual's admission to a program area for services in its case management services program and updated when required by the Department's licensing regulations. A copy of an advance directive, a wellness recovery action plan, or a similar expression of an individual's treatment preferences, if available, is included in the clinical record. During its inspections, the Department's Licensing Office may verify these affirmations as it reviews services records.
- E. For individuals for whom case management services will be discontinued due to failure to keep scheduled appointments, outreach attempts, including home visits, telephone calls, letters, and contacts with others as appropriate, to reengage the individual are documented. The CSB has a procedure in place to routinely review the rate of and reasons for refused or discontinued case management services and takes appropriate actions when possible to reduce that rate and address those reasons. The CSB shall provide a copy of this procedure to the Department upon request. During its inspections, the Department's Licensing Office may examine this procedure to verify this affirmation.

#### **13. Co-Occurring Mental Health and Substance Use Disorder Performance Expectation**

The CSB ensures that, as part of its regular intake processes, every adolescent (ages 12 to 18) and adult presenting for mental health or substance use disorder services is screened, based on clear clinical indications noted in the services record or use of a validated brief screening instrument, for co-occurring mental health and substance use disorders. If screening indicates a need, the CSB assesses the individual for co-occurring disorders. During its onsite reviews, staff from the Department's Office of Community Behavioral Health Services may examine a sample of service records to verify this affirmation.

#### **14. Data Quality Performance Expectation**

- A. The CSB submits 100 percent of its monthly CCS consumer, type of care, and services file extracts to the Department in accordance with the schedule in Exhibit E of the performance contract and the current CCS Extract Specifications and Business Rules, a submission for each month by the end of the following month for which the extracts are due. The Department will monitor this measure quarterly by analyzing the CSB's CCS submissions and may negotiate an Exhibit D with the CSB if it fails to meet this goal for more than two months in a quarter.
- B. The CSB monitors the total number of consumer records rejected due to fatal errors divided by the total consumer records in the CSB's monthly CCS consumer extract file. If the CSB experiences a fatal error rate of more than five percent of its CCS consumer records in more than one monthly submission, the CSB develops and implements a data quality improvement plan to achieve the goal of no more than five percent of its CCS consumer records containing fatal errors within a timeframe negotiated with the Department. The Department will monitor this affirmation by analyzing the CSB's CCS submissions.

**Amendment 1****FY22-23 Community Services Performance Contract****Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures**

1. The CSB ensures that all required CCS data is collected and entered into its information system when a case is opened or an individual is admitted to a program area, updated at least annually when an individual remains in service that long, and updated when an individual is discharged from a program area or his case is closed.
  2. The CSB identifies situations where data is missing or incomplete and implements a data quality improvement plan to increase the completeness, accuracy, and quality of CCS data that it collects and reports.
  3. The CSB monitors the total number of individuals without service records submitted showing receipt of any substance use disorder service within the prior 90 days divided by the total number of individuals with a TypeOfCare record showing a substance use disorder discharge in those 90 days. If more than 10 percent of the individuals it serves have not received any substance use disorder services within the prior 90 days and have not been discharged from the substance use disorder services program area, the CSB develops and implements a data quality improvement plan to reduce that percentage to no more than 10 percent.
- C. The Department will monitor this affirmation by analyzing the CSB's CCS submissions.

**15. Employment and Housing Opportunities Expectation**

The CSB reviews and revises, if necessary, its joint written agreement, required by subdivision A.12 of § 37.2-504 or subsection 14 of § 37.2-605 of the Code of Virginia, with the Department of Aging and Rehabilitative Services (DARS) regional office to ensure the availability of employment services and specify DARS services to be provided to individuals receiving services from the CSB.

- A. The CSB works with employment service organizations (ESOs) where they exist to support the availability of employment services and identify ESO services available to individuals receiving services from the CSB. Where ESOs do not exist, the CSB works with other entities to develop employment services in accordance with State Board Policy 1044 (SYS) 12-1 to meet the needs of employment age (18-64) adults who choose integrated employment.
- B. Pursuant to State Board Policy 1044, the CSB ensures its case managers discuss integrated, community-based employment services at least annually with adults currently receiving services from it, include employment related goals in their individualized services and supports plans if they want to work, and when appropriate and as practicable engage them in seeking employment services that comply with the policy in a timely manner.
- C. The CSB reviews and revises, if necessary, its joint written agreements, required by subdivision 12 of subsection A of § 37.2-504 or subsection 14 of § 37.2-605 of the Code of Virginia, with public housing agencies, where they exist, and works with planning district commissions, local governments, private developers, and other stakeholders to maximize federal, state, and local resources for the development of and access to affordable housing and appropriate supports for individuals receiving services from the CSB.
- D. The CSB works with the Department through the VACSB Data Management Committee, at the direction of the VACSB Executive Directors Forum, to collaboratively establish clear employment and stable housing policy and outcome goals and develop and monitor key housing and employment outcome measures.

**Amendment 1****Exhibit E: FY2022 AND FY2023 Performance Contract Schedule and Process**

<b>DUE DATE</b>	<b>DESCRIPTION</b>
<b>5-20-22</b>	<p>1. The Office of Fiscal and Grants Management (OFGM) distributes the Letters of Notification to CSBs with of state and federal block grant funds.</p> <p><b>NOTE:</b> <u><i>This is contingent on the implementation of the fiscal year budget as passed by the General Assembly and signed into law by the Governor. The Code of Virginia allows the Governor to make certain adjustments to the Budget. Changes in Federal legislation, inclement weather and uncertain revenue collections, are just a few examples of events that may require adjustments to the budget in order to maintain the balanced budget as required by Virginia's constitution.</i></u></p> <p>2. The Department's Office of Information Services and Technology (OIS&amp;T) distributes the current fiscal year performance contract software through the Community Automated Reporting System (CARS) to CSBs. CSBs must only provide allocations of state and federal funds or amounts subsequently revised by or negotiated and approved by the Department and have actual appropriated amounts of local matching funds.</p>
<b>06-24-22</b>	<p>1. CSB must complete Exhibit A, Table 2 Board Management and Salary Cost and Integrated Behavioral and Primary Health Care Questions through the CARS application.</p> <p>2. During June and July, the OFGM prepares the electronic data interchange transfers for the first two semi-monthly payments (for July payments) of state and federal for the CSBs. This will include 1/8<sup>th</sup> of any approved amounts of federal funds that are distributed on a state fiscal year basis. All other federal funds after this disbursements must be invoiced by the CSBs pursuant to the performance contract.</p>
<b>07-01-22</b>	<p>1. The current fiscal year performance contract or contract revisions should be signed and submitted electronically by the CSBs. This should include any applicable Exhibits D that may be due at this time to the Office of Management Services (OMS) sent to the <a href="mailto:performancecontractsupport@dbhds.virginia.gov">performancecontractsupport@dbhds.virginia.gov</a> email address.</p> <p>2. If the CSB has not met or maintained the minimum 10 percent local matching funds requirement at the end of the previous fiscal year, it must submit a written request for a waiver, pursuant to § 37.2-509 of the Code and State Board Policy 4010, and the Minimum Ten Percent Matching Funds Waiver Request Guidelines sent to the OMS <a href="mailto:performancecontractsupport@dbhds.virginia.gov">performancecontractsupport@dbhds.virginia.gov</a> email address.</p> <p>3. The OFGM prepares the transfers for payments 3 and 4 during July and August (for August payments) of state and federal funds. If the CSB CARS report data is not complete the payment(s) may not be released until the complete report is received. Once received these two semi-monthly payments will be processed and disbursed with the next scheduled payment.</p>
<b>07-15-22</b>	The OIS&T distributes the end of the fiscal year performance contract report through CARS.
<b>07-29-22</b>	CSBs submit their June Community Consumer Submission (CCS) extract files for June.
<b>08-19-22</b>	<p>1. CSBs submit their complete CCS extract files for total (annual) CCS service unit data. The Department will not accept any other corrections to the end of year CCS report after this date.</p> <p>2. OFGM prepares the transfers for payments 5 and 6 during August and September (September payments) of state and federal funds.</p>

**Amendment 1****Exhibit E: FY2022 AND FY2023 Performance Contract Schedule and Process**

<b>DUE DATE</b>	<b>DESCRIPTION</b>
<b>08-31-22</b>	<ol style="list-style-type: none"> <li>3. CSBs send complete end of the fiscal year report through the CARS application.</li> <li>4. The OMS reviews program services sections of the reports for any discrepancies and works with the CSBs to resolves deficiencies.</li> <li>5. OFGM reviews financial portions of reports for any discrepancies and works with CSBs to resolve deficiencies.</li> </ol>
<b>9-16-2022</b>	<ol style="list-style-type: none"> <li>1. <b><u>CSBs must resubmit approved revised program and financial reports through the CARS application no later than 09-16-2022. This is the final closeout date. The Department will not accept CARS report corrections after this date.</u></b></li> <li>2. CSBs submits their July CCS monthly extract files for July. <b>This is the initial FY 2023 CCS monthly extract files.</b></li> <li>3. OFGM prepares transfers for payments 7 and 8 during September and October (October payments). Payments may not be released without receipt of a CSB final end of the fiscal year CCS data.</li> </ol>
<b>09-30-22</b>	<ol style="list-style-type: none"> <li>1. All CSB signed performance contracts and applicable Exhibits D are due to the Department for final signature by the Commissioner pursuant to § 37.2-508 of the Code. <b><u>Inaccurate or no submission of reports from 9/16/2022 and/or unsigned performance contracts will be out of compliance and may result in a one- time, one percent reduction not to exceed \$15,000 of state funds apportioned for CSB administrative expenses.</u></b></li> <li>2. CSBs submit their CCS monthly extract files for August.</li> </ol>
<b>10-03-22</b>	<ol style="list-style-type: none"> <li>1. After the Commissioner signs the contracts, a fully executed copy of the performance contract and applicable Exhibits D will be sent to the CSBs electronically by OMS.</li> <li>2. OFGM prepares transfers for payments 9 and 10 during October and November (November payments).</li> </ol>
<b>10-14-22</b>	CSBs submit Federal Balance Reports to the OFGM.
<b>10-31-22</b>	<ol style="list-style-type: none"> <li>1. CSBs submit CCS monthly extract files for September.</li> <li>2. OFGM prepare transfers for payments 11 and 12 during November and December (December payments). Payments may not be released without receipt of September CCS submissions and final Federal Balance Reports.</li> </ol>
<b>11-30-22</b>	CSBs submit their CCS monthly extract files for October.
<b>12-02-22</b>	<ol style="list-style-type: none"> <li>1. CSBs that are not local government departments or included in local government audits send one copy of their Certified Public Accountant (CPA) audit reports for the previous fiscal year on all CSB operated programs to the Department's Office of Budget and Financial Reporting (OBFR).</li> <li>2. CSBs submit a copy of CPA audit reports for all contract programs for their last full fiscal year, ending on June 30th, to the OBFR. For programs with different fiscal years, reports are due three</li> </ol>



**Amendment 1****Exhibit E: FY2022 AND FY2023 Performance Contract Schedule and Process**

<b>DUE DATE</b>	<b>DESCRIPTION</b>
	<p>months after the end of the year.</p> <ol style="list-style-type: none"> <li>3. The CSBs shall have a management letter and plan of correction for identified material deficiencies which must be sent with these reports.</li> <li>4. Audit reports for CSBs that are local government departments or are included in local government audits are submitted to the Auditor of Public Accounts (APA) by the local government.</li> <li>5. The CSB must forward a plan of correction for any audit deficiencies to the OBFR.</li> <li>6. To satisfy federal grant sub-recipient monitoring requirements imposed on the Department under the Single Audit Act, a CSB that is a local government department or is included in its local government audit shall contract with the same CPA audit firm that audits its locality to perform testing related to the federal grants. Alternately, the local government's internal audit department can work with the CSB and the Department to provide the necessary sub-recipient monitoring information.</li> <li>7. If the CSB receives an audit identifying material deficiencies or containing a disclaimer or prepares the plan of correction referenced in the preceding paragraph, the CSB and the Department will work together to address the deficiencies as required in the performance contract.</li> </ol>
<b>12-30-22</b>	<ol style="list-style-type: none"> <li>1. OFGM prepares transfers during December for payment 13 through 16 (January and February payments).</li> <li>2. CSBs end of the fiscal year performance contract reports not accurate, incomplete, and/or CCS monthly extracts for October that have not been received, payments may not be released.</li> <li>3. CSBs submit their CCS monthly extract files for November.</li> </ol>
<b>01-06-23</b>	The OIS&T distributes mid-year performance contract report CARS software.
<b>01-31-23</b>	CSBs submit their CCS monthly extract files for December.
<b>02-17-23</b>	<ol style="list-style-type: none"> <li>1. CSBs send complete mid-year performance contract reports and a revised Table 1: Board of Directors Membership Characteristics through the CARS application.</li> <li>2. OFGM prepares transfers during February for payment 17 and 18 (March payments) for CSBs whose monthly CCS extract for December and CARS reports not received by the end of January, payments may not be released.</li> </ol>
<b>02-28-23</b>	CSBs submit their CCS extract files for January. CSBs whose monthly CCS extract files for January were not received by the end of the month, payments may not be released.
<b>03-31-23</b>	<ol style="list-style-type: none"> <li>1. CSBs submit their CCS extract files for February.</li> <li>2. OFGM prepares transfers during March for payments 19 and 20 (April payments) for CSBs whose complete mid-year performance contract reports, payments may not be released.</li> <li>3. CSB must submit their final, complete and accurate mid-year performance contract reports through CARS.</li> </ol>
<b>04-28-23</b>	<ol style="list-style-type: none"> <li>1. CSBs submit their CCS monthly extract files for March by this date.</li> <li>2. OFGM prepares transfers during April for payments 21 and 22 (May payments) for CSBs whose mid-year performance contract reports have not been verified as accurate and internally consistent and whose monthly CCS3 extract files for February were not received by the end of the month. Payments may not be released.</li> </ol>
<b>05-31-23</b>	<ol style="list-style-type: none"> <li>1. CSBs submit their CCS monthly extract files for April for CSBs whose monthly CCS extract</li> </ol>

**Amendment 1****Exhibit E: FY2022 AND FY2023 Performance Contract Schedule and Process**

<b>DUE DATE</b>	<b>DESCRIPTION</b>
	<p>files for April were received by the end of May.</p> <p>2. <b><u>If April CCS extract files are not received by May 31st, this may delay or even eliminate payment 24 due to time restrictions on when the Department can send transfers to the Department of Accounts for payment 24.</u></b></p> <p>3. OFGM prepares transfers during May for payment 23 and 24 (June payments) for CSBs whose monthly CCS extract files for March were not received by the end of April, payments may not be released.</p>
<b>06-30-23</b>	CSBs submit their CCS monthly extract files for May.

**Amendment 1****Exhibit E: Exhibit E: FY2022 AND FY2023 Performance Contract Schedule and Process****I. Administrative Performance Requirements**

The CSB shall meet these administrative performance requirements in submitting its performance contract, contract revisions, and mid-year and end-of-the-fiscal year performance contract reports in the CARS application, and monthly CCS extracts to the Department.

- A.** The performance contract and any revisions submitted by the CSB shall be:
  - 1. complete all required information is displayed in the correct places and all required Exhibits, including applicable signature pages, are included;
  - 2. consistent with Letter of Notification allocations or figures subsequently revised by or negotiated with the Department;
  - 3. prepared in accordance with instructions by the Department-
  - 4. received by the due dates listed in this Exhibit E
- B.** If the CSB does not meet these performance contract requirements, the Department may delay future payments of state and federal funds until satisfactory performance is achieved.
- C.** Mid-year and end-of-the-fiscal year performance contract reports submitted by the CSB shall be:
  - 1. complete, all required information is displayed in the correct places, all required data are included in the CARS application reports, and any other required information not included in CARS are submitted;
  - 2. consistent with the state and federal grant funds allocations in the Letter of Notification or figures subsequently revised by or negotiated with the Department;
  - 3. prepared in accordance with instructions provided by the Department;
  - 4. (i) all related funding, expense, and cost data are consistent, and correct within a report, and (ii) errors identified are corrected; and
  - 5. received by the due dates listed in this Exhibit
- D.** If the CSB does not meet these requirements for its mid-year and end-of-the-fiscal year CARS reports, the Department may delay future payments until satisfactory performance is achieved. The Department may impose one-time reductions of state funds apportioned for CSB administrative expenses on a CSB for its failure to meet the requirements in its end-of-the-fiscal year CARS report may have a one percent reduction not to exceed \$15,000 unless an extension has been granted by the Department.
- E.** The CSB shall submit monthly extra files by the end of the month following the month for which the data is extracted in accordance with the CCS Extract Specifications, including the current business rules.
- F.** If the CSB fails to meet the extract submission requirements in this Exhibit, the Department may delay payments until satisfactory performance is achieved. If the Department has not provided the CCS extract application to the CSB in time for it to transmit its monthly submissions this requirement does not apply.
- G.** If the Department negotiates a corrective action plan with a CSB because of unacceptable data quality, and the CSB fails to satisfy the requirements by the end of the contract term, the Department may impose a one-time one percent reduction not to exceed a total of \$15,000 of state funds apportioned for CSB administrative expenses..
- H.** The CSB shall not allocate or transfer a one-time reduction of state funds apportioned for administrative expenses to direct service or program costs.

## **Amendment 1**

### **Exhibit E: Exhibit E: FY2022 AND FY2023 Performance Contract Schedule and Process**

#### **I. Administrative Performance Requirements**

##### **I. Process for Obtaining an Extension of the End-of-the-Fiscal Year CARS Report Due Date**

1. Extension Request: The Department will grant an extension only in very exceptional situations such as a catastrophic information system failure, a key staff person's unanticipated illness or accident, or a local emergency or disaster situation that makes it impossible to meet the due date.
  - a. It is the responsibility of the CSB to obtain and confirm the Department's approval of an extension of the due date within the time frames specified below. Failure of the CSB to fulfill this responsibility constitutes prima facie acceptance by the CSB of any resulting one-time reduction in state funds apportioned for administrative expenses.
  - b. As soon as CSB staff becomes aware that it cannot submit the end-of-the-fiscal year CARS report by the due date to the Department, the executive director must inform the Office of Management Services (OMS) through the [performancecontractsupport@dbhds.virginia.gov](mailto:performancecontractsupport@dbhds.virginia.gov) email mailbox that it is requesting an extension of this due date. This request should be submitted as soon as possible and describe completely the reason(s) and need for the extension, and state the date on which the report will be received by the Department.
  - c. The request for an extension must be received in the OMS no later than 5:00 p.m. on the fourth business day before the due date through the [performancecontractsupport@dbhds.virginia.gov](mailto:performancecontractsupport@dbhds.virginia.gov) email mailbox. Telephone extension requests are not acceptable and will not be processed.
  - d. The OMS will act on all requests for due date extensions that are received in accordance with this process and will notify the requesting CSBs of the status of their requests within 2 business of receipt.

##### **J. Performance Contract Revision Instructions:**

1. The CSB may revise Exhibit A of its signed contract only in the following circumstances:
2. a new, previously unavailable category or subcategory of services is implemented;
3. an existing category or subcategory of services is totally eliminated;
4. a new program offering an existing category or subcategory of services is implemented;
5. a program offering an existing category or subcategory of services is eliminated;
6. new restricted or earmarked state or federal funds are received to expand an existing service or establish a new one;
7. state or federal block grant funds are moved among program (mental health, developmental, or substance use disorder) areas or emergency or ancillary services (an exceptional situation);
8. allocations of state, federal, or local funds change; or
9. a major error is discovered in the original contract.
10. Revisions of Exhibit A shall be submitted using the CARS application

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**Exhibit F: Federal Grant Compliance Requirements**

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**Amendment 1**  
**FY22-23 Community Services Performance Contract**  
**Exhibit F: Federal Grant Compliance Requirements**

## **I. Background**

State agencies often administer federal awards received as pass-through funds to other non-federal entities. These non-federal recipient entities are called Subrecipients and they assist in carrying out various federally-funded programs. Subrecipients are typically units of local government (i.e. city and county agencies) but also include other entities such as Native American tribes, other state agencies, and institutions of higher education, special districts and non-profits. The nature of these relationships are governed by federal statute, regulations, and policies in addition to state laws and regulations. The source of the funding determines the regulations and policies that govern the provision of the funds. The Substance Abuse and Mental Health Services Administration (SAMHSA) is the primary source of federal funds awarded to DBHDS. DBHDS also receives funds from the U.S. Department of Justice and the U.S. Department of Education.

As a primary recipient of federal funds, state agencies serve a pass-through role in which funds are subawarded to Subrecipients. Federal regulations require that pass-through entities provide monitoring of their Subrecipient which is outlined in Sections 200.300 through 200.346 in 2 C.F.R. Part 200 and Sections 75.300 through 75.391 in 45 C.F.R. Part 75 for SAMHSA awards. Further, audit requirements contained in 2 C.F.R. Part 200, Subpart F and 45 C.F.R. Part 75, Subpart F for SAMHSA awards, require that pass-through entities monitor the activities of their Subrecipient, as necessary, to ensure that federal awards are used appropriately and that performance goals are achieved.

In order to further the provision of necessary goods and services to the community, DBHDS may enter into federally-funded subrecipient relationships with Community Service Boards (CSBs). This exhibit provides certain compliance requirements and other specific and general grant information for the federal grant funds that DBHDS passes-through to the CSBs.

## **II. Defined Terms**

**Administrative Proceeding** – A non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

**Conference** – A meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award.

**Conviction** – For purposes of this award term and condition, a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

**Drug-Free Workplace** – A site for the performance of work done in connection with a specific award to a Subrecipient, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the federally funded project.

**Employee** - An individual employed by the subrecipient who is engaged in the performance of the project or program under this award; or another person engaged in the performance of the project or program under this award and not compensated by the subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

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**Exhibit F: Federal Grant Compliance Requirements**

**Entity** – Any of the following, as defined in 2 CFR Part 25: a Governmental organization, which is a State, local government, or Indian tribe; a foreign public entity; a domestic or foreign nonprofit organization; a domestic or foreign for-profit organization; a Federal agency, but only as a subrecipient under an award or sub-award to a non-Federal entity.

**Equipment** – Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

**Executive** – Officers, managing partners, or any other employees in management positions.

**Forced labor** - Labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

**Funding Opportunity Announcement (FOA)** – The document that all federal agencies utilize to announce the availability of grant funds to the public.

**Intangible Property** – Intangible property means property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

**Major Medical Equipment** – An item intended for a medical use that has a cost of more than \$5,000 per unit.

**Minor Renovation, Remodeling, Expansion, and Repair of Housing** – Improvements or renovations to existing facilities or buildings that do not total more than \$5,000.

**Notice of Award (NOA)** – The official award document issued by the federal granting agency that notifies the primary recipient of their award amount.

**Obligation** – Orders placed for property and services, contracts and subawards made, and similar transactions during the Period of Performance.

**Pass-Through Entity** - Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Period of Performance** – The timeframe in which the Subrecipient may incur obligations on funding received as a result of an agreement between DBHDS and the CSB which is funded with federal grant money.

**Recipient** – The non-federal entity that receives a grant award from a federal entity. The recipient may be the end user of the funds or may serve as a pass-through to subrecipient entities.

**Subaward** – A legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received the Federal award and that the recipient awards to an eligible subrecipient.

**Subrecipient** – A non-Federal entity that receives a subaward from the recipient (or Pass-Through Entity) under this award to carry out part of a Federal award, including a portion of the scope of work or objectives, and is accountable to the Pass-Through Entity for the use of the Federal funds provided by the subaward. Grant recipients are responsible for ensuring that all sub-recipients comply with the terms and conditions of the award, per 45 CFR §75.101.

**Supplant** – To replace funding of a recipient’s existing program with funds from a federal grant.

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**System of Award Management (SAM)** – The Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at: <http://www.sam.gov>).

**Total compensation** – The cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)): salary and bonus; awards of stock, stock options, and stock appreciation rights (use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments); earnings for services under non-equity incentive plans (this does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees); change in pension value (this is the change in present value of defined benefit and actuarial pension plans); above-market earnings on deferred compensation which is not tax-qualified and; other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000. [75 FR 55669, Sept. 14, 2010, as amended at 79 FR 75879, Dec. 19, 2014]

**Total value of currently active grants, cooperative agreements, and procurement contracts** – Only the Federal share of the funding under any Federal award with a recipient cost share or match; and the value of all expected funding increments under a Federal award and options, even if not yet exercised [81 FR 3019, Jan. 20, 2016].

**Unique Entity Identifier (UEI)** – The identifier required for SAM registration to uniquely identify business entities.

**Unliquidated Obligations** – An invoice for which the Subrecipient has already been allocated funding to pay by the pass-through entity that falls within timeframe for expending unliquidated obligations provided in Section III of this Exhibit. Unliquidated Obligations cannot include personnel costs and are limited to goods or services that were purchased or contracted for prior to the end of the Period of Performance but were not yet expensed as the goods or services were not yet received or the Subrecipient had not yet received an invoice.

**III. Federal Grant Requirements for DBHDS as the Pass-through Entity**

As the pass-through entity for federal grant funds, DBHDS must comply and provide guidance to the subrecipient in accordance with U.S. C.F.R. 2 § 200.332 and CFR 45 § 75.352 (for SAMHSA awards). DBHDS shall:

- A.** Ensure every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward. If any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. This information includes:
1. Subrecipient name (which must match the name associated with its unique entity identifier);
  2. Subrecipient's unique entity identifier;
  3. Federal Award Identification Number (FAIN);
  4. Federal Award Date (see § 200.1 and § 75.2 Federal award date) of award to the recipient by the HHS awarding agency;
  5. Subaward Period of Performance Start and End Date;
  6. Subaward Budget Period Start and End Date;
  7. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;
  8. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;
  9. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;



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10. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
11. Name of Federal awarding agency, pass-through entity, and contract information for awarding official of the pass-through entity;
12. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
13. Identification of whether the award is R&D; and
14. Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 and § 75.414).

**B.** Comply with all Federal statutes, regulations and the terms and conditions of the Federal award.

**C.** Negotiate with the subrecipient an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient or a de minimis indirect cost rate as defined in § 200.414(f) and § 75.414(f).

**D.** Be responsible for monitoring the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include, but is not limited to the following:

1. Reviewing financial and performance reports required by the pass-through entity.
2. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
3. Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521 and § 75.521.
4. The Department shall evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.
5. The Department shall verify that every subrecipient is audited as required by subpart F when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501 and § 75.501.
6. The Department shall consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

**IV. General Federal Grant Requirements for the Department and CSBs**

The federal grants listed in Section IV of this Exhibit have requirements that are general to the federal agency that issues the funds. Included below are the general grant terms and conditions for each of the federal agencies for which DBHDS is the pass-through entity to the CSBs.

**A. SAMHSA GRANTS**

1. **Grant Oversight:** The CSBs and the Department are legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 2 CFR 200.331 - 200.333 and 45 CFR 75.351 – 75.353, Sub-recipient monitoring and management.
2. **Acceptance of the Terms of an Award:** By drawing or otherwise obtaining funds from DBHDS that resulted from funds obtained from the Health and Human Services (HHS) Payment Management System), the subrecipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the subrecipient cannot accept the terms, the subrecipient should notify the Program contact at DBHDS prior to the execution

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of its Exhibit D or Notice of Award. Once the Exhibit D or Notice of Award is executed by the subrecipient, the contents of the Exhibit D or Notice of Award are binding on the subrecipient until modified and signed by both parties.

Certification Statement: By invoicing DBHDS for funds, the subrecipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and drawdown funds. Recipients of Department of Health and Human Services' (DHHS) grants or cooperative agreement awards, and their Subrecipient, must comply with all terms and conditions of their awards, including: (a) terms and conditions included in the HHS Grants Policy Statement in effect at the time of a new, non-competing continuation, or renewal award (<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>), including the requirements of HHS grants administration regulations; (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (c) applicable requirements or limitations in appropriations acts; and (d) any requirements specific to the particular award specified in program policy and guidance, the FOA, or the NOA.

3. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards:** The NOA issued is subject to the administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75 (<https://www.ecfr.gov/cgibin/retrieveECFR?gp=&SID=0ddb69baec587eeea4ab7e6a68c4acb0&mc=true&r=PART&n=pt45.1.75.>)
4. **Award Expectations:** The eligibility and program requirements originally outlined in the FOA must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as reflected in the FOA and related policy and guidance. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by Substance Abuse and Mental Health Services Administration (SAMHSA). Subrecipient must comply with the Scope of Services of their award.
5. **Flow down of requirements to sub-recipients:** The grantee, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 45 CFR 75.351 – 75.353, Subrecipient monitoring and management.
6. **Risk Assessment:** SAMHSA's Office of Financial Advisory Services (OFAS) may perform an administrative review of the subrecipient organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75 and 2 CFR 200, as applicable. DBHDS reviews and determines the risk associated with its Subrecipient. As part of the risk assessment process, DBHDS may perform an administrative review of the subrecipient's financial management system.
7. **Improper Payments:** Any expenditure by the Subrecipient which is found by auditors, investigators, and other authorized representatives of DBHDS, the Commonwealth of Virginia, the U.S. Department of Health and Human Services, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of the NOA, FOA, or this Exhibit, or involving any fraudulent, deceptive, or misleading representations or activities of the Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by DBHDS for the given program or any other funding agreements between DBHDS and the Subrecipient. This provision shall survive the expiration or termination of the applicable Performance Contract.

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8. **Treatment of Property and Equipment:** If the Program permits the Subrecipient or entities that receive funding from the Subrecipient to purchase real property or equipment with grant funds, the Program retains a residual financial interest, enabling the Program to recover the assets or determine final disposition. This will be accomplished on a case-by-case basis, according to the federal grant guidelines applicable to the grant that is funding the service(s) in accordance with 2 CFR 200.33 and 45 CFR 75.2. Equipment is defined in the defined terms section of this Exhibit.
9. **Program Income:** Program income accrued under this grant award must be reported to the Recipient and must be used to further the objectives of the grant project and only for allowable costs.
10. **Financial Management:** The Subrecipient shall maintain a financial management system and financial records and shall administer funds received in accordance with all applicable federal and state requirements, including without limitation:
  - 1) the Uniform Guidance, 2 C.F.R. Part 200 and 45 C.F.R. Part 75;
  - 2) the NOA; and
  - 3) FOA.

The Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by DBHDS if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Exhibit.

11. **Audit of Financial Records:** The Subrecipient shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) 2 CFR 200 (Audits of States, Local, Governments and Non-Profit organizations) and 45 CFR 75.500 – 75.521 as applicable. The Subrecipient will, if total Federal funds expended are \$750,000 or more a year, have a single or program specific financial statement audit conducted for the annual period in compliance with the General Accounting Office audit standards (45 CFR 75-501(a)).

If total federal funds expended are less than \$750,000 for a year the Subrecipient is exempt from federal audit requirements (45 CFR 75-501(d)), but the Subrecipient's records must be available to the Pass-Through Agency and appropriate officials of HHS, SAMHSA, the U.S. Government Accountability Office and the Comptroller General of the United States, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. Further, the subrecipient shall complete the certification letter included in Exhibit F (B) disclosing that they are not subject to the single audit requirement.

Should an audit by authorized state or federal official result in disallowance of amounts previously paid to the Subrecipient, the Subrecipient shall reimburse the Pass-Through Agency upon demand.

Pursuant to 2 CFR 200.334 and 45 CFR 75.361, the Subrecipient shall retain all books, records, and other relevant documents for three (3) years from the end of the calendar year in which the grant period terminates. In the event that any litigation, claim, or audit is initiated prior to the expiration of the 3-year period, all records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. DBHDS, its authorized agents, and/or federal or state auditors shall have full access to and the right to examine any of said materials during said period.

12. **Accounting Records and Disclosures:** The Subrecipient must maintain records which adequately identify the source and application of funds provided for financially assisted activities, including awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or

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expenditures, and income. The Subrecipient should expect that the Recipient and SAMHSA may conduct a financial compliance audit and on-site program review of this project as outlined in paragraph (11).

13. **Standards for Documentation of Personnel Expenses:** The Subrecipient shall comply with 2 CFR 200.430 and 45 CFR 75.430 Compensation-Personal Services and 2 CFR 200.431 and 45 CFR 75.431 Compensation-Fringe Benefits as required by the Federal Office of Management and Budget (OMB) Circular 2 CFR 200 (Cost Principles for State, Local and Indian Tribal Government). Per Standards for Documentation of Personnel Expenses 45 CFR 75.430(x)(3) in accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR Part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section (45 CFR 75.430), must also be supported by the appropriate records.
14. **Non-Supplant:** Federal award funds must supplement, not replace (supplant) nonfederal funds. Applicants or award recipients and Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.
15. **Unallowable Costs:** All costs incurred prior to the award issue date and costs not consistent with the FOA, 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable.
16. **Executive Pay:** The Consolidated Appropriations Act, 2021 (Public Law 116-260), signed into law on December 27, 2020 restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 2, 2022, the salary limitation for Executive Level II is \$203,700.
17. **Intent to Utilize Funding to Enter into a Procurement/Contractual Relationship:** If the Subrecipient utilizes any of these funds to contract for any goods or services, the Subrecipient must ensure that the resultant contract complies with the terms of Appendix II, 45 C.F.R. 75 which governs the contractual provisions for non-federal entity contracts under federal awards issued by the Department of Health and Human Services.
18. **Ad Hoc Submissions:** Throughout the project period, SAMHSA or DBHDS may require submission of additional information beyond the standard deliverables. This information may include, but is not limited to the following:
  - Payroll
  - Purchase Orders
  - Contract documentation
  - Proof of Project implementation
19. **Conflicts of Interest Policy:** Subrecipient must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:
  - Address conditions under which outside activities, relationships, or financial interest are proper or improper;
  - Provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official;
  - Include a process for notification and review by the responsible official of potential or actual violations of the standards; and
  - Specify the nature of penalties that may be imposed for violations.

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20. **Administrative and National Policy Requirements:** Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/recipient/subrecipient must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, or Executive order. In some cases they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.
21. **Marijuana Restriction:** Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. 75.300(a) (requiring HHS to “ensure that Federal funding is expended in full accordance with U.S. statutory requirements.”); 21 U.S.C. § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Agency and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.
22. **Confidentiality of Alcohol and Drug Abuse Patient Records:** The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR Part 2. The recipient and/or subrecipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.
23. **Drug-Free Workplace:** The Subrecipient agrees to 1) provide a drug-free workplace for the Subrecipient’s employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Suprecipient that the Subrecipient maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
24. **Promotional Items:** Pursuant to 2 CFR 200.421 and 45 CFR 75.421, SAMHSA grant funds may not be used for Promotional Items. Promotional items include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags. HHS Policy on the Use of Appropriated Funds for Promotional Items:  
<https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-promotionalitems/index.html>
25. **SAM and DUNS Requirements:** This award is subject to requirements as set forth in 2 CFR 25.310 Appendix A System of Award Management (SAM) and Data Universal Number System (DUNS) numbers. 2 CFR Part 25 - Appendix A4 SAM and Universal Identifier Requirements. This includes the following:  
A. Requirement for SAM: Unless exempted from this requirement under 2 CFR 25.110, the

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Subrecipient must maintain its information in SAM, until the end of the calendar year in which the grant(s) from which funding is received expire. The information must be reviewed and updated at least annually after the initial registration, and more frequently if required by changes in the information or the addition of another award term.

- B. Requirement for Unique Entity Identifier (UEI) if you are authorized to make subawards under this award, you:
1. Must notify potential Subrecipient that no governmental organization, foreign public entity, domestic or foreign nonprofit organization, or Federal agency serving as a subrecipient may receive a subaward unless the entity has provided its UEI; and
  2. May not make a subaward to a governmental organization, foreign public entity, domestic or foreign nonprofit organization, or Federal agency serving as a subrecipient, unless the entity has provided its UEI.
26. **Acknowledgement of Federal Funding in Communications and Contracting:** As required by HHS appropriations acts, all HHS recipients and Subrecipient must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients and Subrecipient are required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.
27. **Acknowledgement of Federal Funding at Conferences and Meetings:** Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award. The HHS awarding agency may authorize exceptions where appropriate for programs including Indian tribes, children, and the elderly. See also 45 CFR 75.438, 75.456, 75.474, and 75.475.
- When a conference is funded by a grant or cooperative agreement, the recipient and/or subrecipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites):
- Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.
- Conference materials and other publications must include language that conveys the following:
- a. The publication, event or conference was funded [in part or in whole] by SAMHSA Grant (Enter Grant Number from the appropriate federal NOA that was sent out to your CSB);
  - b. The views expressed in written materials or by conference speakers and moderators do not necessarily reflect the official policies of the U.S. Department of Health and Human Services or the Executive Branch of the Commonwealth of Virginia;
  - c. Mention of trade names, commercial practices or organizations does not imply endorsement by the U.S. Government or the Commonwealth of Virginia.
28. **Mandatory Disclosures:** Consistent with 2 CFR 200.113 and 45 CFR 75.113, the Subrecipient must disclose in a timely manner, in writing to the HHS Office of Inspector General (OIG), all information

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related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, waste, abuse, or gratuity violations potentially affecting the Federal award. Subrecipient must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

U.S. Department of Health and Human Services  
Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator  
330 Independence Avenue, SW, Cohen Building Room 5527  
Washington, DC 20201  
Fax: (202) 205-0604  
(Include "Mandatory Grant Disclosures" in subject line) or email:  
MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31U.S.C. 3321).

The Subrecipient will notify DBHDS when violations are reported to HHS Office of Inspector General within three business days.

29. **Lobbying Restrictions:** Pursuant to 2 CFR 200.450 and 45 CFR 75.450, no portion of these funds may be used to engage in activities that are intended to support or defeat the enactment of legislation before the Congress or Virginia General Assembly, or any local legislative body, or to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any federal, state or local government, except in presentation to the executive branch of any State or local government itself. No portion of these funds can be used to support any personnel engaged in these activities. These prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
30. **Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), amended by 2 C.F.R. Part 175:** The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:
- a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - b) Procure a commercial sex act during the period of time that the award is in effect; or,
  - c) Use forced labor in the performance of the award or subawards under the award. The text of the full award term is available at 2 C.F.R. 175.15(b). See <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>
31. **Accessibility Provisions:** Recipients and Subrecipient of Federal Financial Assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that recipients and Subrecipient of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency.

The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see: <http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html>

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Recipients and Subrecipient of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see-

<http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>

Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at <https://www.hhs.gov/civil-rights/index.html> or call 1-800-368-1019 or TDD 1-800- 537-7697.

Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations. For further guidance on providing culturally and linguistically appropriate services, recipients and Subrecipient should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

32. **Executive Order 13410: Promoting Quality and Efficient Health Care:** This Executive Order promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all recipients and Subrecipient that electronically exchange patient level health information to external entities where national standards exist must:
- a) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through their federally funded agreement/contract with DBHDS. Please consult [www.healthit.gov](http://www.healthit.gov) for more information, and
  - b) Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant. For additional information contact: Jim Kretz, at 240-276-1755 or [Jim.Kretz@samhsa.hhs.gov](mailto:Jim.Kretz@samhsa.hhs.gov).
33. **Travel:** Funds used to attend meetings, conferences or implement the activities of this grant must not exceed the lodging rates and per diem for Federal travel and Meal/Incidental expenses provided by the General Services Administration. These rates vary by jurisdiction.
34. **English Language:** All communication between the Pass-Through Agency and the Subrecipient must be in the English language and must utilize the terms of U.S. dollars. Information may be translated into other languages. Where there is inconsistency in meaning between the English language and other languages, the English language meaning shall prevail.
35. **Intangible Property Rights:** Pursuant to 2 CFR 200.315 and 45 CFR 75.322:
- A. Title to intangible property (as defined in the Definitions Section of this Exhibit) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose, and must not encumber the property without approval of the Federal awarding agency (SAMHSA). When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR 200.313(e) and 45 CFR 75.320(e).
  - B. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so.
  - C. The non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401.



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D. The Federal Government has the right to: 1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal Award; and 2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

E. Freedom of Information Act:

1) In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal Government in developing an agency action that has the force and effect of law, the HHS awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the HHS awarding agency obtains the research data solely in response to a FOIA request, the HHS awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the HHS awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

2) Published research findings means when:

(i) Research findings are published in a peer-reviewed scientific or technical journal; or

(ii) A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. "Used by the Federal Government in developing an agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: Preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include:

(i) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and

(ii) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

F. The requirements set forth in paragraph (E)(1) of this part do not apply to commercial organizations.

The Pass-Through Agency reserves the irrevocable right to utilize any Intangible Property described above, royalty-free, for the completion of the terms of this Grant and any associated agreement.

36. **National Historical Preservation Act and Executive Order 13287, Preserve America:** The Subrecipient must comply with this federal legislation and executive order.
37. **Welfare-to-Work:** The Subrecipient is encouraged to hire welfare recipients and to provide additional needed training and mentoring as needed.
38. **Applicable Laws and Courts:** Awards of federal funds from DBHDS shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Subrecipient shall comply with all applicable federal, state and local laws, rules and regulations.

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39. **Immigration Reform and Control Act of 1986:** The Subrecipient certifies that the Subrecipient does not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
40. **Construction Purchases:** SAMHSA grant funds may not be used for the purchase or construction of any building or structure to house any part of the program (Applicants may request up to \$5,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project).
41. **Residential or Outpatient Treatment:** SAMHSA grant funds may not be used to provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible).
42. **Inpatient Services:** SAMHSA grant funds may not be used to provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.
43. **Direct Payments to Individuals:** SAMHSA grant funds may not be used to make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services. Note: A recipient or treatment or prevention provider may provide up to \$30 in non-cash incentives to individuals to participate in required data collection follow-up and other treatment or prevention services.
44. **Meals:** Meals are allowable so long as they are part of conferences or allowable non-local travel and do not exceed the per diem reimbursement rate allowed for the jurisdiction by the General Services Administration. Grant funds may be used for light snacks, not to exceed \$3.00 per person per day.
45. **Sterile Needles or Syringes:** Funds may not be used to provide sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.
46. **Compliance with Federal Regulations/Statute/Policy:** The Subrecipient agrees to enforce, administer, and comply with any applicable federal regulations, statutes, or policies that are not otherwise mentioned including 2 C.F.R. § 200, 45 C.F.R. § 75, the Health and Human Services Grants Policy Statement, or any other source.

**B. Treasury Grants**

1. **Grant Oversight:** The CSBs and the Department are legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 2 CFR 200.331 - 200.333, Sub-recipient monitoring and management.
2. **Acceptance of the Terms of an Award:** By drawing or otherwise obtaining funds, the Subrecipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the Subrecipient cannot accept the terms, the Subrecipient should notify the Program contact at DBHDS prior to the agreement. Once the

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agreement is signed by the Subrecipient, the contents are binding on the Subrecipient unless and until modified by a revised agreement signed by DBHDS.

3. Certification Statement: By invoicing DBHDS for funds, the Subrecipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and drawdown funds. Recipients of Coronavirus State and Local Recovery Funds, and their subrecipients, must comply with all terms and conditions of their awards, including: (a) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (b) applicable requirements or limitations in appropriations acts; and (c) any requirements specific to the particular award specified in program policy and guidance.
4. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: The agreement issued is subject to the administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200.
5. Award Expectations: The eligibility and program requirements originally outlined in the Federal Guidance issued as a result of the American Rescue Plan Act 2021 must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as determined by DBHDS. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by or amended guidance is provided by the US Department of Treasury and/or Commonwealth of Virginia Department of Planning & Budget. Subrecipients must comply with the Scope of Services of this agreement as outlined in the Performance Contract.
6. Flow down of requirements to sub-recipients: The grantee, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with [2 CFR 200.331-332](#) - Subrecipient monitoring and management.
7. Risk Assessment: The responsible federal agency may perform an administrative review of the Subrecipient organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with [2 CFR 200.206](#), as applicable. DBHDS reviews and determines the risk associated with its subrecipients. As part of the risk assessment process, DBHDS may perform an administrative review of the Subrecipient's financial management system.
8. Improper Payments: Any expenditure by the Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of DBHDS, the Commonwealth of Virginia, the U.S. Government Accountability Office or the Comptroller General of the United States, or any other federal agency to be improper, unallowable, in violation of federal or state law or the terms of the this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by DBHDS under this Agreement or any other agreements between DBHDS and the Subrecipient. This provision shall survive the expiration or termination of this Agreement.
9. Limitations on Expenditures: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date of this agreement, or following the end of the Period of Performance. DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are:

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- 1) Reasonable and necessary to carry out the agreed upon Scope of Services in Section III and Attachment C of this Agreement,
  - 2) Documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and
  - 3) Incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.
10. Treatment of Property and Equipment: If the Program permits the Subrecipient or entities that receive funding from the Subrecipient to purchase real property or equipment with grant funds, the Program retains a residual financial interest, enabling the Program to recover the assets or determine final disposition. This will be accomplished on a case-by-case basis, according to the federal guidelines in accordance with [2 CFR 200.313](#).
  11. Program Income: Program income accrued under this grant award must be reported to the Recipient and must be used to further the objectives of the grant project and only for allowable costs.
  12. Financial Management: The Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this agreement in accordance with all applicable federal and state requirements, including without limitation:
    - a) the Uniform Guidance, 2 C.F.R. Part 200;
    - b) State and Local Fiscal Recovery Funds – Compliance and Reporting Guidance Ver 1.1 dated June 24, 2021
    - c) The Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by DBHDS if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.
  13. Audit of Financial Records: The Subrecipient shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) 2 CFR 200 (Audits of States, Local, Governments and Non-Profit organizations) as applicable. The Subrecipient will, if total Federal funds expended are \$750,000 or more a year, have a single or program specific financial statement audit conducted for the annual period in compliance with the General Accounting Office audit standards ([2 CFR 200 Subpart F – Audit Requirements](#)).

If total federal funds expended are less than \$750,000 for a year the Subrecipient is exempt from federal audit requirements (45 CFR 75-501(d)), but the Subrecipient's records must be available to the Pass-Through Agency and appropriate officials of HHS, SAMHSA, the U.S. Government Accountability Office and the Comptroller General of the United States, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. Further, the subrecipient shall complete the certification letter included in Exhibit F (B) disclosing that they are not subject to the single audit requirement.

Should an audit by authorized state or federal official result in disallowance of amounts previously paid to the Subrecipient, the Subrecipient shall reimburse the Pass-Through Agency upon demand.

Pursuant to 2 CFR 200.334 and 45 CFR 75.361, the Subrecipient shall retain all books, records, and other relevant documents for three (3) years from the end of the calendar year in which the grant period terminates. In the event that any litigation, claim, or audit is initiated prior to the expiration of the 3-year period, all records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. DBHDS, its authorized

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agents, and/or federal or state auditors shall have full access to and the right to examine any of said materials during said period.

14. Accounting Records and Disclosures: The Subrecipient must maintain records which adequately identify the source and application of funds provided for financially assisted activities, including awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The Subrecipient should expect that the Primary Recipient or responsible federal agency may conduct a financial compliance audit and on-site program review of this project as outlined in paragraph (11).
15. Standards for Documentation of Personnel Expenses: The Subrecipient shall comply with 2 CFR 200.430 Compensation-Personal Services and 2 CFR 200.431 Compensation-Fringe Benefits as required by the Federal Office of Management and Budget (OMB) Circular 2 CFR 200 (Cost Principles for State, Local and Indian Tribal Government). Per Standards for Documentation of Personnel Expenses [2 CFR 200.430\(i\)](#) in accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR Part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section ([2 CFR 200.430\(i\)\(3\)](#)), must also be supported by records
16. Non-Supplant: Federal award funds must supplement, not replace (supplant) nonfederal funds. Applicants or award recipients and subrecipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.
17. Unallowable Costs: All costs incurred prior to the award issue date and costs not consistent with the allowable activities under the guidance for the Coronavirus State and Local Fiscal Recovery Funds, [31 CFR 35](#), and [2 CFR 200 Subpart E](#) – Cost Principles, are not allowable under this award.
18. Executive Pay: The Consolidated Appropriations Act, 2021 (Public Law 116-260), signed into law on December 27, 2020 restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 2, 2022, the salary limitation for Executive Level II is \$203,700.
19. Intent to Utilize Funding to Enter into a Procurement/Contractual Relationship:  
If the Subrecipient utilizes any of these funds to contract for any goods or services, the Subrecipient must ensure that the resultant contract complies with the terms of [Appendix II, 2 CFR 200](#) which governs the contractual provisions for non-federal entity contracts under federal awards issued by the US Department of Treasury.
20. Ad Hoc Submissions: Throughout the project period, the responsible federal agency or DBHDS may determine that a grant or Subrecipient Funding Agreement requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to the following:
  - Payroll
  - Purchase Orders
  - Contract documentation
  - Proof of Project implementation
21. Conflicts of Interest Policy: Subrecipients must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The

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policies and procedures must:

- Address conditions under which outside activities, relationships, or financial interest are proper or improper;
- Provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official;
- Include a process for notification and review by the responsible official of potential or actual violations of the standards; and
- Specify the nature of penalties that may be imposed for violations.

22. Administrative and National Policy Requirements: Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/recipient/subrecipient must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, or Executive order. In some cases they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.
23. Marijuana Restriction: Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., [2 C.F.R. 200.300\(a\)](#) (requiring HHS to “ensure that Federal funding is expended in full accordance with U.S. statutory requirements.”); 21 U.S.C. § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Agency and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.
24. Confidentiality of Alcohol and Drug Abuse Patient Record: The regulations ([42 CFR 2](#)) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" ([42 CFR 2.11](#)), if the program is federally assisted in any manner ([42 CFR 2.12\(b\)](#)). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR Part 2. The recipient and/or subrecipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.
25. Drug-Free Workplace: During the performance of this agreement, the Subrecipient agrees to 1) provide a drug-free workplace for the Subrecipient’s employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Suprecipient that the Subrecipient maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
26. Promotional Items: Pursuant to [2 CFR 200.421\(e\)](#), Federal funding awarded under Coronavirus State and Local Recovery Funds may not be used for Promotional Items. Promotional items

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include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

27. SAM and DUNS Requirements: This award is subject to requirements as set forth in [2 CFR 25](#) - Universal Identifier And System For Award Management. This includes the following:
- A. Requirement for SAM: Unless exempted from this requirement under [2 CFR 25.110](#), the Subrecipient must maintain its information in SAM, until the final financial report required under this agreement or receive the final payment, whichever is later. The information must be reviewed and updated at least annually after the initial registration, and more frequently if required by changes in the information or the addition of another award term.
- B. Requirement for Unique Entity Identifier (UEI) if you are authorized to make subawards under this award, you: Must notify potential subrecipients that no governmental organization, foreign public entity, domestic or foreign nonprofit organization, or Federal agency serving as a subrecipient may receive a subaward unless the entity has provided its unique entity identifier; and
28. May not make a subaward to a governmental organization, foreign public entity, domestic or foreign nonprofit organization, or Federal agency serving as a subrecipient, unless the entity has provided its unique entity identifier.
29. Mandatory Disclosures: Consistent with [2 CFR 200.113](#), the Subrecipient must disclose in a timely manner, in writing to the US Department of Treasury and the primary recipient, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, waste, abuse, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the US Department of Treasury, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
- Failure to make required disclosures can result in any of the remedies described in [45 CFR 200.339](#) -Remedies for Noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321). The Subrecipient will notify DBHDS when violations are reported to the federal government within three business days.
30. Lobbying Restrictions: Pursuant to [2 CFR 200.450](#), no portion of these funds may be used to engage in activities that are intended to support or defeat the enactment of legislation before the Congress or Virginia General Assembly, or any local legislative body, or to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any federal, state or local government, except in presentation to the executive branch of any State or local government itself. No portion of these funds can be used to support any personnel engaged in these activities. These prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
31. Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)) amended by 2 C.F.R. Part 175: The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:
- a) Engage in severe forms of trafficking in persons during the period of time that the award is

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in effect;

- b) Procure a commercial sex act during the period of time that the award is in effect; or,
- c) Use forced labor in the performance of the award or subawards under the award.
- d) The text of the full award term is available at [2 C.F.R. 175.15\(b\)](#).

32. Accessibility Provisions: Recipients and subrecipients of Federal Financial Assistance (FFA) from the Coronavirus State and Local Recovery Fund are required to administer their programs in compliance with Federal civil rights law implemented by US Department of Treasury as codified in [31 CFR part 22](#) and [31 CFR part 23](#).

These requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, [31 CFR part 22](#); Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, [31 CFR part 28](#); Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at [31 CFR part 23](#).

33. Executive Order 13410: Promoting Quality and Efficient Health Care: This Executive Order promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all recipients and subrecipients that electronically exchange patient level health information to external entities where national standards exist must:
- a) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult [www.healthit.gov](http://www.healthit.gov) for more information, and
  - b) Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant. For additional information contact: Jim Kretz, at 240-276-1755 or [Jim.Kretz@samhsa.hhs.gov](mailto:Jim.Kretz@samhsa.hhs.gov).
34. Travel: Funds used to attend meetings, conferences or implement the activities of this grant must not exceed the lodging rates and per diem for Federal travel and Meal/Incidental expenses provided by the General Services Administration. These rates vary by jurisdiction.
35. English Language: All communication between the Pass-Through Agency and the Subrecipient must be in the English language and must utilize the terms of U.S. dollars. Information may be translated into other languages. Where there is inconsistency in meaning between the English language and other languages, the English language meaning shall prevail.
36. Intangible Property Rights Pursuant to [2 CFR 200.315](#):
- A. Title to intangible property (as defined in the Definitions Section of this Agreement) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose, and must not encumber the property without approval of the Federal awarding agency (SAMHSA). When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR 200.313(e).
  - B. The non-Federal entity may copyright any work that is subject to copyright and was developed,



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or for which ownership was acquired, under a Federal award. The awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so.

C. The non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401.

D. The Federal Government has the right to: 1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal Award; and 2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

37. Freedom of Information Act:

1) In response to a [Freedom of Information Act](#) (FOIA) request for [research](#) data relating to published [research](#) findings produced under a [Federal award](#) that were used by the Federal Government in developing an agency action that has the force and effect of law, the [HHS awarding agency](#) must request, and the [non-Federal entity](#) must provide, within a reasonable time, the [research](#) data so that they can be made available to the public through the procedures established under the FOIA. If the [HHS awarding agency](#) obtains the [research](#) data solely in response to a FOIA request, the [HHS awarding agency](#) may charge the requester a reasonable fee equaling the full incremental cost of obtaining the [research](#) data. This fee should reflect costs incurred by the [Federal agency](#) and the [non-Federal entity](#). This fee is in addition to any fees the [HHS awarding agency](#) may assess under the FOIA ([5 U.S.C. 552\(a\)\(4\)\(A\)](#)).

2) Published [research](#) findings means when: (i) [Research](#) findings are published in a peer-reviewed scientific or technical journal; or(ii) A [Federal agency](#) publicly and officially cites the [research](#) findings in support of an agency action that has the force and effect of law. “Used by the Federal Government in developing an agency action that has the force and effect of law” is defined as when an agency publicly and officially cites the [research](#) findings in support of an agency action that has the force and effect of law.

3) [Research](#) data means the recorded factual material commonly accepted in the scientific community as necessary to validate [research](#) findings, but not any of the following: Preliminary analyses, drafts of scientific papers, plans for future [research](#), peer reviews, or communications with colleagues. This “recorded” material excludes physical objects (e.g., laboratory samples). [Research](#) data also do not include:(i) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and(ii) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a [research](#) study.

38. The requirements set forth in [paragraph \(E\)\(1\)](#) of this part do not apply to commercial organizations. The Pass-Through Agency reserves the irrevocable right to utilize any Intangible Property described above, royalty-free, for the completion of the terms of this Grant and Agreement.
39. National Historical Preservation Act and Executive Order 13287, Preserve America: The Subrecipient must comply with this federal legislation and executive order.
40. Welfare-to-Work: The Subrecipient is encouraged to hire welfare recipients and to provide additional needed training and mentoring as needed.
41. Applicable Laws and Courts: This agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of

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the Commonwealth. The Subrecipient shall comply with all applicable federal, state and local laws, rules and regulations.

42. Immigration Reform and Control Act of 1986: By entering into a written agreement with the Commonwealth of Virginia, the Subrecipient certifies that the Subrecipient does not, and shall not during the performance of the agreement for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
43. Construction Purchases: Coronavirus State and Local Recovery Funds may not be used for the purchase or construction of any building or structure to house any part of the program (Applicants may request up to \$5,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project).
44. Meals: Meals are allowable so long as they are part of conferences or allowable non-local travel and do not exceed the per diem reimbursement rate allowed for the jurisdiction by the General Services Administration. Grant funds may be used for light snacks, not to exceed \$3.00 per person per day.
45. Sterile Needles or Syringes: Funds may not be used to provide sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.
46. Compliance with Federal Regulations/Statute/Policy: The Subrecipient agrees to enforce, administer, and comply with any applicable federal regulations, statutes, or policies that are not otherwise mentioned in this agreement including 2 C.F.R. § 200, or any other source.

**V. Federal Grant Specific Requirements**

There are additional requirements to the grants included in Section IV of this Exhibit that are not universal to all grants that DBHDS administers. Included below, by grant name, is a list of the grant specific requirements as required by federal statute, regulation, and policy.

**A. SAMHSA GRANTS**

**1. State Opioid Response Grant (SUD Federal Opioid Response)**

Pursuant to the Notice of Award received by DBHDS and the Funding Opportunity Announcement (TI-20-012) associated with the State Opioid Response Grant, the following are requirements of the funding distributed to the Subrecipient from this grant.

- a. Restrictions on Expenditures: State Opioid Response Grant funds may not be used to:
  - i. Pay for services that can be supported through other accessible sources of funding such as other federal discretionary and formula grant funds, e.g. HHS (CDC, CMS, HRSA, and SAMHSA), DOJ (OJP/BJA) and non-federal funds, 3rd party insurance, and sliding scale self-pay among others.
  - ii. Pay for a grant or subaward to any agency which would deny any eligible client, patient, or individual access to their program because of their use of Food and Drug Administration (FDA)-approved medications for the treatment of substance use disorders.
  - iii. Provide incentives to any health care professional for receipt of data waiver or any type of professional training development.

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- iv. Procure DATA waiver training. This training is offered free of charge by SAMHSA at [pcssnow.org](http://pcssnow.org).
- b. **Expenditure Guidelines:**
  - i. Grant funds:
    - a) Shall be used to fund services and practices that have a demonstrated evidence-base, and that are appropriate for the population(s) of focus.
    - b) For treatment and recovery support services grant funds shall only be utilized to provide services to individuals with a diagnosis of an opioid use disorder or to individuals with a demonstrated history of opioid overdose problems.
    - c) May only fund FDA approved products.
    - d) May only be used for HIV and viral hepatitis testing that is performed as clinically indicated and referral to appropriate treatment must be provided to those testing positive. Vaccination for hepatitis A and B should be provided or referral made for same as clinically indicated.
- c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or more than 40 days after the appropriate Award Period included in section IV.

DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, Exhibit G, or Notice of Award 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under any associated agreement.

- d. **Closeout:** Final payment request(s) must be received by DBHDS no later than thirty (30) days after the end of the Period of Performance referenced in the Exhibit D, Exhibit G, or Notice of Award. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 40 days after the end of the Period of Performance to pay for unliquidated obligations.

Any funds remaining unexpended and unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any funds distributed to the Subrecipient by the pass-through entity that remain unexpended by 40 days after the end of the Period of Performance shall be returned to DBHDS. The Subrecipient will send these funds to DBHDS by no later than the end of the 75<sup>th</sup> day after the end of the Performance Period. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS  
PO Box 1797  
Richmond, VA 23218-1797  
C/O Eric Billings

Funds for this grant may also be returned via an electronic ACH payment to DBHDS' Truist Bank account. The account information and DBHDS' EIN is as follows:

Account Number: 201141795720002  
Routing Number: 061000104  
EIN: 546001731

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Name and Address of Bank:  
Truist Bank  
214 North Tryon Street  
Charlotte, NC 28202

If the ACH method is utilized, the Subrecipient shall provide email notification of their intention to provide payment electronically to:

Eric.Billings@dbhds.virginia.gov  
Ramona.Howell@dbhds.virginia.gov  
Dillon.Gannon@dbhds.virginia.gov  
Christine.Kemp@dbhds.virginia.gov  
Kim.Barton@dbhds.virginia.gov

Failure to return unexpended funds in a prompt manner may result in a denial of future federal Subrecipient awards from DBHDS.

The Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to a program funded by this grant. Subrecipient's obligations to DBHDS under this Exhibit shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of any associated agreement.

**2. Substance Abuse Prevention and Treatment Block Grant (SUD FBG)**

Pursuant to the Substance Abuse Prevention and Treatment Block Grant (SAPTBG) Funding Agreement and relevant federal statutes, the following are requirements of the funding distributed to the Subrecipient.

- a. **Restrictions on Expenditures:** No SAPTBG funds may not be used for any of the following purposes:
  - i. To provide inpatient hospital services unless it has been determined, in accordance with the guidelines issued by the Secretary of Health and Human Services, that such treatment is a medical necessity for the individual involved and that the individual cannot be effectively treated in a community-based, non-hospital, residential program of treatment;
  - ii. To make cash payments to intended recipients of health services;
  - iii. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling with DBHDS, Federal Grants Manager approval) any building or other facility, or purchase major medical equipment as defined in the Defined Terms section of this Exhibit.
  - iv. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; or
  - v. To provide financial assistance to any entity other than a public or non-profit entity.
  - vi. To carry out any program that provides individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for acquired immune deficiency syndrome. (42 US Code § 300x-31(a))
- b. **Grant Guidelines:**
  - i. In the case of an individual for whom grant funds are expended to provide inpatient hospital services, as outlined above (A.a.), the Subrecipient shall not incur costs that are in excess of the

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- comparable daily rate provided for community-based, non-hospital, residential programs of treatment for substance abuse (42 US Code § 300x-31(b)(2)).
- ii. No entity receiving SAPTBG funding may participate in any form of discrimination on the basis of age as defined under the Age Discrimination Act of 1975 (42 US Code § 6101), on the basis of handicap as defined under section 504 of the Rehabilitation Act of 1973 (29 US Code § 794), on the basis of sex as defined under Title IX of the Education Amendments of 1972 (20 US Code § 1681) or on the basis of race, color, or national origin as defined under Title VI of the Civil Rights Act of 1964 (42 US Code § 2000) (42 US Code § 300x-57(a)(1)).
  - iii. No person shall on the ground of sex, or on the ground of religion, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available under section 300x or 300x-21 of title 42 US Code (42 US Code § 300x-57(a)(2)).
  - iv. The Subrecipient agrees to comply with the provisions of the Hatch Act (5 US Code § 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
  - v. The Subrecipient will comply, as applicable with the provisions of the Davis-Bacon Act (40 US Code § 276(a) – 276(a)-7), the Copeland Act (40 US Code § 276(c) and 18 US Code § 874), and the Contract Work Hours and Safety Standards Act (40 US Code § 327-333), regarding labor standards for federally assisted construction subagreements.
  - vi. This funding source is designated to plan, implement, and evaluate activities that prevent or treat substance use disorder, including to fund priority substance use disorder treatment and support services for individuals without insurance or for whom coverage is terminated for short periods of time. Further these funds can be utilized to fund those priority treatment and support services that demonstrate success in improving outcomes and/or supporting recovery that are not covered by Medicaid, Medicare, or private insurance, fund primary prevention by providing universal, selective, and indicated prevention activities and services for persons not identified as needing treatment, and collecting performance and outcome data to determine the ongoing effectiveness of behavioral health promotion, treatment, and recovery support services. To the extent possible, other funding sources must be utilized first except where prohibited by law or regulation. Substance Abuse Block Grant funding must, however, be the payor of last resort when providing treatment services to pregnant women, women with children, children, and individuals with Tuberculosis or HIV pursuant to 45 CFR 96.124, 127, and 128.
  - vii. Target and priority populations are pregnant and parenting women and intravenous (IV) drug users. In providing treatment services to these target and priority populations, providers must offer treatment in order of population preference as outlined in 45 CFR 96.131 (a) which is as follows:
    - a) Pregnant injecting drug users;
    - b) Pregnant substance abusers;
    - c) Injecting drug users;
    - d) All others
  - viii. Allowable SAPTBG services include: Healthcare Home/Physical Health (General and specialized outpatient medical services, Acute Primary care, General Health Screens, Tests and Immunizations, Comprehensive Care Management, Care coordination and Health Promotion, Comprehensive Transitional Care, Individual and Family Support, Referral to Community Services), Prevention and Promotion (Including Promotion, such as Screening, Brief Intervention and Referral to Treatment, Brief Motivational Interviews, Screening and Brief Intervention for Tobacco Cessation, Parent Training, Facilitated Referrals, Relapse Prevention/Wellness Recovery Support, Warm Line); Engagement Services (including Assessment, Specialized Evaluations (Psychological and Neurological), Service Planning (including crisis planning), Consumer/Family Education, Outreach); Outpatient Services (including Individual evidenced based therapies, Group therapy, Family therapy, Multi-family therapy, Consultation to Caregivers); Medication Services (including Medication management, Pharmacotherapy including MAT; Laboratory services); Community Rehabilitative Support (including Parent/Caregiver Support, Skill building (social,

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daily living, cognitive), Case management, Behavior management, Supported employment, Permanent supported housing, Recovery housing, Therapeutic mentoring, Traditional healing services); Recovery Supports (including Peer Support, Recovery Support Coaching, Recovery Support Center Services, Supports for Self Directed Care); and Other Habilitative Supports (including Respite; Supported Education; Transportation; Assisted living services; Recreational services; Trained behavioral health interpreters; Interactive communication technology devices); Intensive Support Services (including Substance abuse intensive outpatient; Partial hospital; Assertive Community Treatment; Intensive home based services; Multi-systemic therapy; Intensive Case Management); Out of Home Residential Services (including Crisis residential/stabilization, Clinically Managed 24 Hour Care (SA), Clinically Managed Medium Intensity Care (SA), Adult Substance Abuse Residential, Adult Mental Health Residential, Youth Substance Abuse Residential Services, Children's Residential Mental Health Services, Therapeutic foster care); and Acute Intensive Services (including Mobile crisis, Peer based crisis services, Urgent care, 23 hr. observation bed, Medically Monitored Intensive Inpatient (SA), 24/7 crisis hotline services).

- c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or more than 40 days after the appropriate Award Period included in its Exhibit D, Exhibit G, or Notice of Award.

DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, Exhibit G, or Notice of Award, 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under any associated agreement.

- d. **Closeout:** Final payment request(s) must be received by DBHDS no later than thirty (30) days after the end of the Period of Performance referenced in the Exhibit D, Exhibit G, or Notice of Award. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 40 days after the end of the Period of Performance to pay for unliquidated obligations.

DBHDS  
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Richmond, VA 23218-1797  
C/O Eric Billings

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Routing Number: 061000104  
EIN: 546001731

Name and Address of Bank:  
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Charlotte, NC 28202

If the ACH method is utilized, the Subrecipient shall provide email notification of their intention to provide payment electronically to:

Eric.Billings@dbhds.virginia.gov  
Ramona.Howell@dbhds.virginia.gov

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Dillon.Gannon@dbhds.virginia.gov  
 Christine.Kemp@dbhds.virginia.gov  
 Kim.Barton@dbhds.virginia.gov

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The Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to a program funded by this grant. Subrecipient's obligations to DBHDS under this Exhibit shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of any associated agreement.

**3. Community Mental Health Services Block Grant (MH FBG)**

Pursuant to the Community Mental Health Services Block Grant (CMHSBG) Funding Agreement and relevant federal statutes, the following are requirements of the funding distributed to the Subrecipient.

- a. **Restrictions on Expenditures:** CMHSBG funds may not be used for any of the following purposes:
1. To provide inpatient services;
  2. To make cash payments to intended recipients of health services;
  3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling with DBHDS, Federal Grants Manager approval) any building or other facility, or purchase major medical equipment (as defined in the Definitions section of this Exhibit);
  4. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; or
  5. To provide financial assistance to any entity other than a public or non-profit entity. (42 US Code § 300x-5(a))
- b. **Grant Guidelines:**
1. No entity receiving CMHSBG funding may participate in any form of discrimination on the basis of age as defined under the Age Discrimination Act of 1975 (42 US Code § 6101), on the basis of handicap as defined under section 504 of the Rehabilitation Act of 1973 (29 US Code § 794), on the basis of sex as defined under Title IX of the Education Amendments of 1972 (20 US Code § 1681) or on the basis of race, color, or national origin as defined under Title VI of the Civil Rights Act of 1964 (42 US Code § 2000) (42 US Code § 300x-57(a)(1)).
  2. No person shall on the ground of sex, or on the ground of religion, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available under section 300x or 300x-21 of title 42 US Code (42 US Code § 300x-57(a)(2)).
  3. The Subrecipient must provide the services through appropriate, qualified community programs, which may include community mental health centers, child mental-health programs, psychosocial rehabilitation programs, mental health peer-support programs, and mental-health primary consumer-directed programs. Services may be provided through community mental health centers only if the centers provide: 1) Services principally to individuals residing in a defined geographic area (hereafter referred to as a "service area"); 2) Outpatient services, including specialized outpatient services for children with a Serious Emotional Disturbance (SED), the elderly, individuals with a Serious Mental Illness (SMI), and residents of the service areas of the center who have been discharged from inpatient treatment at a mental health

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- facility; 3) 24-hour-a-day emergency care services; 4) Day treatment or other partial hospitalization services, or psychosocial rehabilitation services; 5) Screening for patients being considered for admission to state mental health facilities to determine the appropriateness of such admission; 6) Services within the limits of the capacities of the centers, to any individual residing or employed in the service area of the center regardless of ability to pay; and 7) Services that are accessible promptly, as appropriate, and in a manner which preserves human dignity and assures continuity of high quality care (42 US Code § 300x-2(c)).
4. The Subrecipient agrees to comply with the provisions of the Hatch Act (5 US Code § 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
  5. The Subrecipient will comply, as applicable with the provisions of the Davis-Bacon Act (40 US Code § 276(a) – 276(a)-7), the Copeland Act (40 US Code § 276(c) and 18 US Code § 874), and the Contract Work Hours and Safety Standards Act (40 US Code § 327-333), regarding labor standards for federally assisted construction subagreements.
  6. Treatment and competency restoration services may be provided to individuals with a serious mental illness or serious emotional disturbance who are involved with the criminal justice system or during incarceration.
  7. Medicaid and private insurance, if available, must be used first.
- c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or more than 40 days after the appropriate Award Period included in section IV.

DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, Exhibit G, or Notice of Award 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under any associated agreement.

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Any funds remaining unexpended and unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any funds distributed to the Subrecipient by the pass-through entity that remain unexpended by 40 days after the end of the Period of Performance shall be returned to DBHDS. The Subrecipient will send these funds to DBHDS by no later than the end of the 75th day after the end of the Performance Period. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

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 C/O Eric Billings

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Routing Number: 061000104  
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4. **Projects for Assistance in Transition from Homelessness (PATH)**

Pursuant to the Notice of Award received by DBHDS, Funding Opportunity Announcement (SM-20-F2), and relevant statutes associated with the Project for Assistance in Transition from Homelessness (PATH) Grant, the following are requirements of the funding distributed to the Subrecipient.

- a. **Restrictions on Expenditures:** PATH funds may not be used for any of the following purposes:
  1. To support emergency shelters or construction of housing facilities;
  2. For inpatient psychiatric treatment costs or inpatient substance use disorder treatment costs; or
  3. To make cash payments to intended recipients of mental health or substance use disorder services (42 U.S. Code § 290cc-22(g)).
  4. For lease arrangements in association with the proposed project utilizing PATH funds beyond the project period nor may the portion of the space leased with PATH funds be used for purposes not supported by the grant.
- b. **Grant Guidelines:**
  1. All funds shall be used for the purpose of providing the following:
    - a) Outreach services;
    - b) Screening and diagnostic treatment services;
    - c) Habilitation and rehabilitation services;
    - d) Community mental health services;

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- e) Alcohol or drug treatment services;
- f) Staff training including the training of individuals who work in shelters, mental health clinics, substance use disorder programs, and other sites where homeless individuals require services;
- g) Case management services including:
  - i. Preparing a plan for the provision of community mental health services to the eligible homeless individual involved and reviewing such plan not less than once every three months;
  - ii. Providing assistance in obtaining and coordinating social and maintenance services for the eligible homeless individuals, including services relating to daily living activities, personal financial planning, transportation services, and habilitation and rehabilitation services, prevocational and vocational services, and housing services;
  - iii. Providing assistance to the eligible homeless individual in obtaining income support services, including housing assistance, supplemental nutrition assistance program benefits, and supplemental security income benefits;
  - iv. Referring the eligible homeless individual for such other services as may be appropriate; and
  - v. Providing representative payee services in accordance with section 1631(a)(2) of the Social Security Act (42 U.S. Code § 1383(a)(2)) if the eligible homeless individual is receiving aid under Title XVI of such act (42 U.S. Code § 1381 et seq.) and if the applicant is designated by the Secretary to provide such services;
  - vi. Supportive and supervisory services in residential settings;
  - vii. Referrals for primary health services, job training, educational services, and relevant housing services;
  - viii. Minor renovation, expansion, and repair of housing (as defined in the Definitions section of this Exhibit);
    - ix. Planning of housing;
    - x. Technical assistance in applying for housing assistance;
    - xi. Improving the coordination of housing services;
    - xii. Security deposits;
    - xiii. The costs associated with matching eligible homeless individuals with appropriate housing situations;
    - xiv. One-time rental payments to prevent eviction;
    - xv. Other appropriate services as determined by the Secretary of Health and Human Services (42 U.S. Code § 290cc-22(b)).
- 2. All funds shall only be utilized for providing the services outlined above to individuals who:
  - a) Are suffering from a serious mental illness; or
  - b) Are suffering from a serious mental illness and from a substance use disorder; and
  - c) Are homeless or at imminent risk of becoming homeless (42 U.S. Code § 290cc-22(a)).
- 3. Funding may not be allocated to an entity that:
  - a) Has a policy of excluding individuals from mental health services due to the existence or suspicion of a substance use disorder; or
  - b) Has a policy of excluding individuals from substance use disorder services due to the existence or suspicion of mental illness (42 U.S. Code § 290cc-22(e)).
- 4. Match amounts agreed to with DBHDS may be:
  - i. Cash;
  - ii. In-kind contributions, that are fairly evaluated, including plant, equipment, or services.
  - iii. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the Federal Government, shall not be included in determining the amount of match (42 U.S. Code § 290cc-23(b)).
- 5. Subrecipient may not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S. Code § 6101 et seq.), on the basis of handicap under section 504 of the

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Rehabilitation Act of 1973 (29 U.S. Code § 794), on the basis of sex under Title IX of the Education Amendments of 1972 (20 U.S. Code § 1681 et seq.), or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964 (42 U.S. Code § 2000d et seq.)(42 U.S. Code § 290cc-33(a)(1)).

6. The Subrecipient shall not exclude from participation in, deny benefits to, or discriminate against any individuals that are otherwise eligible to participate in any program or activity funded from the PATH grant (42 U.S. Code § 290cc-33(a)(2)).
  
- c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or following one year after the end of the appropriate Award Period provided in section IV.

DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, Exhibit G, or Notice of Award 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under any associated agreement.

- d. **Closeout:** Final payment request(s) must be received by DBHDS no later than thirty (30) days after the end of the Period of Performance referenced in the Exhibit D, Exhibit G, or Notice of Award. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 365 days after the end of the Period of Performance to pay for remaining allowable costs.

Any funds remaining unexpended and unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any funds distributed to the Subrecipient by the pass-through entity that remain unexpended by 365 days after the end of the Period of Performance shall be returned to DBHDS. The Subrecipient will send these funds to DBHDS by no later than the end of the 395<sup>th</sup> day after the end of the Performance Period. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

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C/O Eric Billings

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 Kim.Barton@dbhds.virginia.gov

Failure to return unexpended funds in a prompt manner may result in a denial of future federal Subrecipient awards from DBHDS.

The Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to a program funded by this grant. Subrecipient's obligations to DBHDS under this Exhibit shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of any associated agreement.

**5. Screening Brief Intervention and Referral to Treatment Grant**

Pursuant to the Notice of Award #1H79TI084066-01 (NOA) received by DBHDS and the Funding Opportunity Announcement (FOA) ([TI-21-008](#)) associated with the FY 2021 Screening, Brief Intervention and Referral to Treatment Grant, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

- a. **Restrictions on Expenditures: Screening Brief Intervention and Referral to Treatment Grant** funds may not be used for any of the following purposes: None for this grant.
- b. **Grant Guidelines:**
  1. Funds shall be used to fund services and practices that have a demonstrated evidence-base, and that are appropriate for the population(s) of focus. An evidence-based practice refers to approaches to prevention or treatment that are validated by some form of documented research evidence.
  2. All patients must be screened for substance use. Such screening will be conducted by the Subrecipient or subcontractors of Subrecipient ("Subcontractors"). The Subrecipient or Subcontractors are also encouraged to screen for risk of suicide as well. If a patient screens positive for drug misuse, the Subrecipient or Subcontractors' staff will conduct a brief assessment to ascertain specific type(s) of drug(s) used, consumption level, and impact on functions of daily living to best determine level of severity and refer patients to specialty providers who can determine which specific type of treatment is needed. Subrecipients and Subcontractors with robust mental health services available must screen and assess clients for the presence of co-occurring serious mental illness and SUD and use the information obtained from the screening and assessment to develop appropriate treatment approaches for the persons identified as having such co-occurring disorders. In their interventions with children, Subrecipients or Subcontractors must also incorporate education for parents about the dangers of use of, and methods of, discouraging substance use.
  3. Subrecipients or Subcontractors, as applicable, must utilize third party reimbursements and other revenue realized from the provision of services to the extent possible and use SAMHSA grant funds only for services to individuals who are not covered by public or commercial health

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insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan. Subrecipients or Subcontractors, as applicable, are also expected to facilitate the health insurance application and enrollment process for eligible uninsured clients. Subrecipients or Subcontractors, as applicable, should also consider other systems from which a potential service recipient may be eligible for services (for example, the Veterans Health Administration or senior services), if appropriate for and desired by that individual to meet his/her needs. In addition, Subrecipients or Subcontractors, as applicable, are required to implement policies and procedures that ensure other sources of funding are utilized first when available for the individual.

4. All SAMHSA recipients are required to collect and report certain data so that SAMHSA can meet its obligations under the Government Performance and Results (GPR) Modernization Act of 2010. Recipients are required to submit data via SAMHSA's Performance Accountability and Reporting System (SPARS); and access will be provided upon notification of award.

- c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or following 40 days after the end of the Award Period included in section IV.

DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, Exhibit G, or Notice of Award 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable.

- d. **Closeout:** Final payment request(s) must be received by DBHDS no later than thirty (30) days after the end of the Period of Performance referenced in the Exhibit D, Exhibit G, or Notice of Award. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 40 days after the end of the Period of Performance to pay for unliquidated obligations.

Any funds remaining unexpended and unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any funds distributed to the Subrecipient by the pass-through entity that remain unexpended by 40 days after the end of the Period of Performance shall be returned to DBHDS. The Subrecipient will send these funds to DBHDS by no later than the end of the 75<sup>th</sup> day after the end of the Performance Period. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS  
 PO Box 1797  
 Richmond, VA 23218-1797  
 C/O Eric Billings

Funds for this grant may also be returned via an electronic ACH payment to DBHDS' Truist Bank account. The account information and DBHDS' EIN is as follows:

Account Number: 201141795720002  
 Routing Number: 061000104  
 EIN: 546001731

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Name and Address of Bank:

Truist Bank  
214 North Tryon Street  
Charlotte, NC 28202

If the ACH method is utilized, the Subrecipient shall provide email notification of their intention to provide payment electronically to:

Eric.Billings@dbhds.virginia.gov  
Ramona.Howell@dbhds.virginia.gov  
Dillon.Gannon@dbhds.virginia.gov  
Christine.Kemp@dbhds.virginia.gov  
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Failure to return unexpended funds in a prompt manner may result in a denial of future federal Subrecipient awards from DBHDS.

The Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to a program funded by this grant. Subrecipient's obligations to DBHDS under this Exhibit shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of any associated agreement.

**6. Emergency Grants to Address Mental and Substance Use Disorders during COVID-19 (MH & SUD Federal COVID Emergency Grant)**

Pursuant to the Notice of Award received by DBHDS and the Funding Opportunity Announcement (FG-20-006) associated with the MH and SUD Emergency COVID-19 Grant, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

- a. **Restrictions on Expenditures:** MH and SUD Emergency COVID-19 Grant funds may not be used for any of the following purposes:
  1. Construction or major alterations and renovations.  
Subrecipient
- b. **Grant Guidelines:**
  1. Subrecipient funds are to be used primarily to support direct treatment services for individuals impacted by COVID-19.
  2. The purchase of PPE is an allowable cost and can only be provided for staff working directly on the grant. The purchase of PPE for clients is not an allowable cost.
  3. The purchase of equipment or supplies (e.g., pre-paid minutes, cell phones, Hot spots, iPad tablets, etc.) for clients is not an allowable cost.
- c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or following 40 days after the end of the appropriate Award Period included in section IV.

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DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, Exhibit G, or Notice of Award 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable.

- d. **Closeout:** Final payment request(s) must be received by DBHDS no later than thirty (30) days after the end of the Period of Performance referenced in the Exhibit D, Exhibit G, or Notice of Award. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 40 days after the end of the Period of Performance to pay for unliquidated obligations.

Any funds remaining unexpended and unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any funds distributed to the Subrecipient by the pass-through entity that remain unexpended by 40 days after the end of the Period of Performance shall be returned to DBHDS. The Subrecipient will send these funds to DBHDS by no later than the end of the 75<sup>th</sup> day after the end of the Performance Period. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

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C/O

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Christine.Kemp@dbhds.virginia.gov  
Kim.Barton@dbhds.virginia.gov

Failure to return unexpended funds in a prompt manner may result in a denial of future federal Subrecipient awards from DBHDS.

The Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees,

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representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to a program funded by this grant. Subrecipient's obligations to DBHDS under this Exhibit shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of any associated agreement.

**A. Treasury Grants**

1. **State and Local Fiscal Recover Fund Grant:** Pursuant to the [Interim Final Rule issued by US Department of Treasury](#) pertaining to Coronavirus State and Local Recovery Funds, [SLFRF Compliance and Reporting Guidance Ver 2.1 dated November 15, 2021](#), and [31 CFR 35\(A\)](#), the following are requirements of the funding distributed to the Subrecipient:

- a. **Restrictions on Expenditures:** State and Local Fiscal Recovery Fund Grant funds may not be used to:
  - b. Pay Funds shall not be used to make a deposit to a pension fund. Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.  
Funds shall not be used towards funding debt service, legal settlements or judgments, and / or deposits to rainy day funds or financial reserves.
- c. **Expenditure Guidelines:**  
Grant funds: Shall be used to pay for services and practices that have a demonstrated evidence-base, which are inclusive of: mental health treatment, substance misuse treatment, other behavioral health services, hotlines or warmlines, crisis intervention, overdose prevention, infectious disease prevention, and services or outreach to promote access to physical or behavioral health primary care and preventative medicine.
- d. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or after the appropriate Award Period included in section IV.

DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, Exhibit G, or Notice of Award 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.

- e. **Closeout:** Final payment request(s) under any associated Agreement must be received by DBHDS no later than thirty (30) days after the end of the Period of Performance referenced in the Exhibit D, Exhibit G, or Notice of Award. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until the end of the Period of Performance to pay for remaining allowable costs.

Any funds remaining unexpended at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:



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DBHDS

PO Box 1797

Richmond, VA 23218-1797

C/O Eric Billings

Funds for this grant may also be returned via an electronic ACH payment to DBHDS' Truist Bank account. The account information and DBHDS' EIN is as follows:

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**VI. List of Federal Grants**

Provided in the chart below is a current list of the federal grants that DBHDS passes-through to CSB and the required identifying information that should be used to categorize and track these funds.

<b>GRANT NAME: Substance Abuse Prevention and Treatment Block Grant (SUD FBG)</b>
<b>GRANT NAME:</b> Substance Abuse Prevention and Treatment Block Grant (SUD FBG) <b>FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):</b> B08TI084612 <b>FEDERAL AWARD DATE:</b> 8/10/2021 <b>FEDERAL AWARDDING AGENCY:</b> Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) <b>FEDERAL AWARD PASS-THROUGH ENTITY:</b> Virginia Department of Behavioral Health and Developmental Services <b>CFDA NUMBER:</b> 93.959 <b>RESEARCH AND DEVELOPMENT AWARD:</b> ___YES OR __X__NO <b>FEDERAL GRANT AWARD YEAR:</b> FFY 2022 <b>AWARD PERIOD:</b> 9/1/2021 – 9/30/2025
<b>GRANT NAME: Community Mental Health Services Block Grant (MH FBG)</b>
<b>GRANT NAME:</b> Community Mental Health Services Block Grant (MH FBG) <b>FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):</b> B09SM085998 <b>FEDERAL AWARD DATE:</b> 11/28/2021 <b>FEDERAL AWARDDING AGENCY:</b> Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) <b>FEDERAL AWARD PASS-THROUGH ENTITY:</b> Virginia Department of Behavioral Health and Developmental Services <b>CFDA NUMBER:</b> 93.958 <b>RESEARCH AND DEVELOPMENT AWARD:</b> ___YES OR __X__NO <b>FEDERAL GRANT AWARD YEAR:</b> FFY 2022 <b>AWARD PERIOD:</b> 10/1/2021 – 9/30/2023
<b>GRANT NAME: Substance Abuse Prevention and Treatment Block Grant (SUD FBG)</b>
<b>GRANT NAME:</b> Substance Abuse Prevention and Treatment Block Grant (SUD FBG) <b>FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):</b> B08TI084676 <b>FEDERAL AWARD DATE:</b> 2/10/2022 <b>FEDERAL AWARDDING AGENCY:</b> Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) <b>FEDERAL AWARD PASS-THROUGH ENTITY:</b> Virginia Department of Behavioral Health and Developmental Services <b>CFDA NUMBER:</b> 93.959 <b>RESEARCH AND DEVELOPMENT AWARD:</b> ___YES OR __X__NO <b>FEDERAL GRANT AWARD YEAR:</b> FFY 2022 <b>AWARD PERIOD:</b> 10/1/2022 – 9/30/2023
<b>GRANT NAME: Community Mental Health Services Block Grant (MH FBG)</b>

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**GRANT NAME:** Community Mental Health Services Block Grant (MH FBG)  
**FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):** B09SM085877  
**FEDERAL AWARD DATE:** 8/10/2021  
**FEDERAL AWARDDING AGENCY:** Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA)  
**FEDERAL AWARD PASS-THROUGH ENTITY:** Virginia Department of Behavioral Health and Developmental Services  
**CFDA NUMBER:** 93.958  
**RESEARCH AND DEVELOPMENT AWARD:** \_\_\_ YES OR \_\_\_X\_\_\_NO  
**FEDERAL GRANT AWARD YEAR:** FFY 2022  
**AWARD PERIOD:** 9/1/2021 – 9/30/2025

**GRANT NAME: State and Local Fiscal Recovery Fund (SLFRF)**

**GRANT NAME:** State and Local Fiscal Recovery Fund (SLFRF)  
**FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):** NA  
**FEDERAL AWARD DATE:** NA  
**FEDERAL AWARDDING AGENCY:** U.S. Department of Treasury  
**FEDERAL AWARD PASS-THROUGH ENTITY:** Virginia Department of Behavioral Health and Developmental Services  
**CFDA NUMBER:** 21.027  
**RESEARCH AND DEVELOPMENT AWARD:** \_\_\_ YES OR \_\_\_X\_\_\_NO  
**FEDERAL GRANT AWARD YEAR:** FFY 2022  
**AWARD PERIOD:** 3/3/2021 – 12/31/2024

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**1. PURPOSE**

The Community Services Board or Behavioral Health Authority (the “CSB”) shall comply with certain program service requirements for those community services it provides and that the Department funds under this Exhibit G (the “Exhibit”). All terms, provisions and agreements set forth in the most current version of the Community Services Performance Contract remain in effect, except to the extent expressly modified herein. If the terms set forth in this Exhibit are inconsistent with the most current version of the Community Services Performance Contract, the terms set forth in this Exhibit shall apply.

**2. NOTIFICATION OF AWARD**

Department’s Fiscal Services and Grants Management Office (the “FSGMO”) and program offices will provide notification of federal grant award(s) to the CSB prior to initial payment disbursement. The notice will provide applicable federal grant specific information, award amounts, period of performance, and close out.

**3. BILLING AND PAYMENT TERMS AND CONDITIONS**

CSB shall comply with Section 9 of the performance contract.

**4. USE OF FUNDS**

Funds provided under this agreement shall not be used for any purpose other than as described herein and/or outlined in Exhibit F: Federal Grant Requirements, and other federal and state laws or regulations.

CSB agrees that if it does not fully implement, maintain, or meet established terms and conditions as established herein or as subsequently modified by agreement of the Parties, the Department shall be able to recover part or all of the disbursed funds as allowable under the terms and conditions of the performance contract.

**5. LIMITATIONS ON REIMBURSEMENTS**

CSB shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the period of performance.

**6. PERFORMANCE OUTCOME MEASURES**

CSB shall meet the standard performance outcome measures as set forth in collaboration with the Department.

**7. REPORTING REQUIREMENTS**

CSB shall comply with all standard and additional reporting requirements pursuant to, but not limited to the Reporting and Data Quality Requirements of the performance contract, Exhibit E: Performance Contract Schedule and Process, this Exhibit, and by the Department as required its funding authorities.

**8. MONITORING, REVIEW, AND AUDIT**

The Department may monitor and review use of the funds, performance of the Program or Service, and compliance with this agreement, which may include onsite visits to assess the CSB’s governance, management and operations, and review relevant financial and other records and materials. In addition, the Department may conduct audits, including onsite audits, at any time during the term of this agreement with advance notification to the CSB.

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**9. TECHNICAL ASSISTANCE**

The CSB and the Department shall work in partnership to address technical assistance needs to provide the program services herein.

**10. OTHER TERMS AND CONDITIONS**

CSB shall comply with established Continuous Quality Improvement (CQI) Process and CSB Performance Measures set forth in Exhibit B and any other requirements that may be established in an Exhibit D that may be associated with the program services as described herein.

This Exhibit may be amended pursuant to Section 5 of the performance contract.

**11. FEDERAL FUNDED PROGRAM SERVICES**

This section describes certain program services that have a primary funding source of federal funds but there may also be other sources of funding provided by the Department for these services.

**11.1. Children's Mental Health Block Grant**

**Scope of Services and Deliverables**

Children's Mental Health Block Grant funds are to be used to reduce states' reliance on hospitalization and develop effective community-based mental health services for children with Serious Emotional Disturbance (SED). Children with SED includes persons up to age 18 who have a diagnosable behavioral, mental, or emotional issue (as defined by the DSM). The state MHBG allotments are used to support community programs, expanded children's services, home-based crisis intervention, school-based support services, family and parenting support/education, and outreach to special populations

The purpose of these funds is to provide community-based services to youth (up to age 18), who have serious emotional disturbance with the goal of keeping youth in the community and reducing reliance on out-of-home placements. Services may include assessments and evaluations, outpatient or office-based treatment, case management, community-based crisis services, intensive community-based supports, community-based home services, and special populations of youth with SED such as juvenile justice, child welfare, and/other under-served populations. Services cannot be used for residential or inpatient care.

**A. The CSB Responsibilities:** The CSB agrees to comply with the following requirements.

1. The CSB shall use the funds Children's Mental Health Block Grant funds to reduce states' reliance on hospitalization and develop effective community-based mental health services for children with Serious Emotional Disturbance (SED). Children with SED includes persons up to age 18 who have a diagnosable behavioral, mental, or emotional issue (as defined by the DSM). This condition results in a functional impairment that substantially interferes with, or limits, a child's role or functioning in family, school, or community activities.
2. The CSB shall comply with the additional uses or restrictions for this grant pursuant to Exhibit F of the performance contract.

**B. The Department Responsibilities:** The Department agrees to comply with the following requirements.

The Department will periodically review case files through regional consultant block grant reviews to ensure funds are being spent accordingly.

**11.2. Assertive Community Treatment (ACT) Program Services**



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### **Scope of Services and Deliverables**

Assertive Community Treatment (ACT) provides long term needed treatment, rehabilitation, and support services to identified individuals with severe and persistent mental illness especially those who have severe symptoms that are not effectively remedied by available treatments or who because of reasons related to their mental illness resist or avoid involvement with mental health services in the community. ACT services are offered to outpatients outside of clinic, hospital, or program office settings for individuals who are best served in the community.

ACT is a highly coordinated set of services offered by group of medical, behavioral health, peer recovery support providers and rehabilitation professionals in the community who work as a team to meet the complex needs of individuals with severe and persistent mental illness. An individual who is appropriate for ACT requires this comprehensive, coordinated approach as opposed to participating in services across multiple, disconnected providers, to minimize risk of hospitalization, homelessness, substance use, victimization, and incarceration. An ACT team provides person-centered services addressing the breadth of individuals' needs, and is oriented around individuals' personal goals. A fundamental charge of ACT is to be the first-line (and generally sole provider) of all the services that an individual receiving ACT needs. Being the single point of responsibility necessitates a higher frequency and intensity of community-based contacts between the team and individual, and a very low individual-to-staff ratio. ACT services are flexible; teams offer personalized levels of care for all individuals participating in ACT, adjusting service levels to reflect needs as they change over time.

An ACT team assists individuals in advancing toward personal goals with a focus on enhancing community integration and regaining valued roles (e.g. worker, daughter, resident, spouse, tenant, or friend). Because an ACT team often works with individuals who may demonstrate passive or active resistance to participation in services, an ACT team must carry out thoughtfully planned assertive engagement techniques including rapport-building strategies, facilitating the individual in meeting basic needs, and motivational interviewing interventions. The team uses these techniques to identify and focus on individuals' life goals and motivations to change. Likewise, it is the team's responsibility to monitor individuals' mental status and provide needed supports in a manner consistent with their level of need and functioning. The ACT team delivers all services according to a recovery-based philosophy of care. Individuals receiving ACT should also be engaged in a shared decision-making model, assistance with accessing medication, medication education, and assistance in medication to support skills in taking medication with greater independence. The team promotes self-determination, respects the person participating in ACT as an individual in their own right, and engages registered peer recovery specialists to promote hope that recovery from mental illness and regaining meaningful roles and relationships in the community are possible.

**A. The CSB Responsibilities:** The CSB agrees to comply with the following requirements.

1. The CSB shall design and implement its ACT program in accordance with requirements in the Department's Licensing Regulations for ACT in *12 VAC 35-105-1360 through 1410, Department of Medical Assistance Services Regulations and Provider Manual Appendix E*, and in accordance with best practice as outlined in the Tool Measurement of Assertive Community Treatment (TMACT).
2. CSB shall comply with ACT teams shall be available to individuals 24 hours per day and shall operate a minimum of 12 hours each weekday and eight hours each weekend day and each holiday;
3. ACT team shall make crisis services directly available 24 hours a day but may arrange coverage through another crisis services provider if the team coordinates with the crisis services provider daily.

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4. The ACT team shall operate an after-hours on-call system and shall be available to individuals by telephone, or and in person when needed as determined by the team.
5. The CSB shall reserve any restricted state mental health funds earmarked for ACT that remain unspent only for ACT program services unless otherwise authorized by the Department in writing.
6. The CSB shall prioritize admission to ACT for adults with serious mental illnesses who are currently residing in state hospitals, have histories of frequent use of state or local psychiatric inpatient services, or are homeless.
7. The CSB shall assist Department staff as requested with any case-level utilization review activities, making records of individuals receiving ACT services available and providing access to individuals receiving ACT services for interviews.
8. CSB ACT staff shall participate in ACT network meetings with other ACT teams as requested by the Department.
9. ACT staff shall participate in technical assistance provided through the Department and shall obtain individual team-level training and technical assistance at least quarterly for the first two years of operation from recognized experts approved by the Department.
10. ACT Team are required to:
  - a. Undergo the standardized rating process using the TMACT as specified in their DBHDS license.
  - b. A new ACT team may obtain a conditional DBHDS license for ACT if their initial TMACT fidelity scores are in the low fidelity range of 2.7-3.3, but the team must rate at 3.4 or higher on the subsequent review to avoid losing this provisional license.
  - c. ACT teams may reach full ACT certification status and a one-year DBHDS license if they obtain a TMACT score in the base fidelity range of 3.4-3.9.
  - d. ACT providers scoring 4.0-5.0 are considered high fidelity (this category has two tiers: 4.0-4.3 are high fidelity and 4.4-5.0 are exemplary fidelity).
  - e. Team is to be the first line (and generally sole provider) of all the services that individuals may need by providing individualized, intensive treatment/rehabilitation and support services in the community;
  - f. Team develops and has access to each individual's individualized crisis plan and the team has the capacity to directly engage with each individual to help directly address emerging crisis incidents and to support stabilization;
  - g. Team provides a higher frequency and intensity of community-based contacts with a staff-to-individual ratio no greater than 1:9; and
  - h. Team provides services that are community based, flexible and appropriately adjusted based on the individuals evolving needs.
  - i. ACT teams must offer and have the capacity to provide the following covered service components to address the treatment needs identified in the initial comprehensive needs assessment:
    - j. Assessment and treatment planning
    - k. Integrated dual disorders treatment for co-occurring substance use
    - l. Crisis assessment and treatment/intervention
  - m. Health literacy counseling
    1. Medication management
    2. Skills restoration/development
      - a. Social Skills
      - b. Wellness self-management and prevention
      - c. Symptom management
      - d. Skills required for activities of daily and community living
    3. Peer recovery support services;
    4. Empirically supported therapeutic interventions & therapies;

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- n. ACT service coordination (care coordination) consisting of facilitating access to:
    - 1. Employment and vocational services
    - 2. Housing access & support
    - 3. Other services based on client needs as identified in the Individualized Service Plan (ISP)
  - o. As clinically indicated and supported by staff capacity and client engagement, these services components can be provided in an individual and/or group setting.
11. The following required activities apply to ACT:
- i. At the start of services, a LMHP, LMHP-R, LMHP-RP, LMHP-S, Nurse Practitioner or Physician Assistant shall conduct an initial assessment consistent with the components required in the Comprehensive Needs Assessment (see Chapter IV for requirements), documenting the individual's diagnosis/es and describing how service needs match the level of care criteria. If a nurse practitioner who is not a psychiatric/mental health nurse practitioner or a physician assistant conducts the initial assessment it can only be used as the assessment for ACT and cannot be used as a comprehensive needs assessment by the provider for other mental health services (see Chapter IV for details).
  - ii. Individual Service Plans (ISPs see Chapter IV for requirements) shall be required during the entire duration of services and must be current. The initial treatment plan (ISP) shall be completed on the day of admission to the service. The treatment planning process should be collaborative but must be directed and authorized by a LMHP, LMHP-R, LMHP-RP, LMHP-S, nurse practitioner or physician assistant.
  - iii. ISPs must be reviewed as necessary at a minimum of every 30 calendar days or more frequently depending on the youth's needs. Refer to Chapter IV for additional guidance and documentation requirements for the 30-calendar day review as well as additional quarterly review requirements.
  - iv. Medication prescription monitoring must be provided by a psychiatrist or psychiatric nurse practitioner who completes a psychiatric evaluation on the day of admission and has contact with individuals on a quarterly basis.
  - v. For individuals with a co-occurring substance use diagnosis, the ACT team will provide individual and group modalities for dual disorders treatment based on the principles of Integrated Dual Disorder Treatment and aligned with the individual's readiness/stage of change. In addition, the ACT team will provide active substance use counseling and relapse prevention, as well as substance use education.
  - vi. Registered peer recovery support specialists shall be a part of the ACT team with services to include coaching, consulting, wellness management and recovery strategies to promote recovery and self-direction. Registered peer recovery support specialists may also model and provide education on recovery principles and strategies to fellow team members.
  - vii. If the individual consistently deviates from the required services in the ISP, the provider should work with the Managed Care Organization (MCO) or the fee for service (FFS) contractor to reassess for another level of care or model to better meet the individual's needs.
  - viii. Providers must follow all requirements for care coordination (See Care Coordination Requirements of Mental Health Providers section of Chapter IV).
12. CSB shall be licensed by DBHDS as a provider of Assertive Community Treatment and credentialed with the individual's Medicaid MCO for individuals enrolled in Medicaid managed care or the Fee for Service (FFS) contractor for individuals in FFS. ACT service providers must follow all general Medicaid provider requirements specified in Chapter II of this manual.
13. ACT service providers shall meet the staff requirements as follows:
- i. ACT Team Sizes

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- a) ACT team sizes and definitions as defined herein are consistent with the national standards for the practice. In accordance with ACT fidelity standards, providers in urban locations should implement mid-size to large teams. Providers in more rural locations will likely implement small or mid-size teams as large teams may be impractical in a sparsely populated area. ACT teams should operate from a single home office as opposed to a collection of satellite locations to promote team coordination and collaboration.
    - i. Small teams serve a maximum of 50 individuals, with one team member per eight or fewer individuals;
    - ii. Mid-size teams serve 51-74 individuals, with one team member per nine or fewer individuals; and
    - iii. Large teams serve 75-120 individuals, with one team member per nine or fewer individuals.
  - b) To ensure appropriate ACT team development, each new ACT team is recommended to titrate ACT intakes (no more than 4 total per month) \* to gradually build up capacity to serve no more than 100–120 individuals (with a 1:9 ratio) and no more than 42–50 individuals (a 1:8 ratio) for smaller teams. Movement of individuals onto (admissions) and off of (discharges) the team caseload may temporarily result in breaches of the maximum caseload; thus, teams shall be expected to maintain an annual average not to exceed 50, 74, and 120 individuals, respectively.
- ii. ACT Team Composition and Roles
- a) ACT teams should be composed of individuals who have the strong clinical skills, professional qualifications, experience, and competency to provide a full breadth of biopsychosocial rehabilitation services. While all staff shall have some level of competency across disciplines, the team should emphasize areas of individual staff expertise and specialization to fully benefit ACT service participants. The service components must be delivered within professional scope for those services.
  - b) As required by DBHDS Regulations, a multidisciplinary ACT treatment team is comprised of the following professionals:
    - i. Team Leader
    - ii. Psychiatric Care Provider
    - iii. Nurse
    - iv. SUD/Co-Occurring Disorder Specialist
    - v. Registered Peer Recovery Specialist
    - vi. Vocational Specialist (must be QMHP)
    - vii. Dedicated Office-Based Program Assistant
    - viii. Generalist Clinical Staff Member
  - c) Medication prescription monitoring must be provided by a Psychiatrist or Psychiatric Nurse Practitioner who completes an initial assessment and has contact with individuals on a quarterly basis.
  - d) Medication administration must be provided by a Psychiatrist, Psychiatric Nurse Practitioner or appropriate licensed nursing professional based on ACT team size.
  - e) Individual, group, and family therapy must be provided by a LMHP, LMHP-R, LMHP-RP, LMHP-S or CATP.

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- f) Health literacy counseling /psychoeducational interventions must be provided by a LMHP, LMHP-R, LMHP-RP, LMHP-S, Nurse Practitioner, Physician Assistant, CATP, CSAC\*, CSAC Supervisee\* or a RN or LPN with at least one year of clinical experience involving medication management.
- g) Crisis intervention must be provided by a LMHP, LMHP-R, LMHP-RP, LMHP-S, CATP, QMHP-A, QMHP-E, CSAC\*, CSAC Supervisee\* or CSAC-A\*.
- h) Skills restoration / development must be provided by a LMHP, LMHP-R, LMHP-RP, LMHP-S, and QMHP-A, QMHP-E or a QPPMH under the supervision of at least a QMHP-A.
- i) Care coordination must be provided by a LMHP, LMHP-R, LMHP-RP, LMHP-S, CATP, QMHP-A, QMHP-E, CSAC\*, CSAC Supervisee\* CSAC-A\* or a QPPMH under the supervision of at least a QMHP-A.
- j) Peer recovery support services must be provided by a Registered Peer Recovery Specialist.
- k) *\*CSACs, CSAC Supervisees and CSAC-As may only provide services related to substance use disorder treatment per § 54.1-3507.1 and § 54.1-3507.2*
- l) RNs, LPNs, and Nurse Practitioners shall hold an active license issued by the Virginia Board of Nursing. Physicians and Physician Assistants shall hold an active license issued by the Virginia Board of Medicine.

14. ACT Service Limitation:

- i. In addition to the “Non-Reimbursable Activities for all Mental Health Services” section in Chapter IV, the following service limitations apply:
- ii. An individual can participate in ACT services with only one ACT team at a time.
- iii. Group therapy by LMHPs, LMHP-Rs, LMHP-RPs, LMHP-Ss and CATPs shall have a recommended maximum limit of 10 individuals in the group. Group size may exceed this limit based on the determination of the professional providing the service.
- iv. ACT may not be authorized concurrently with Individual, Group or Family Therapy, Addiction and Recovery Treatment Services (ARTS) and Mental Health (MH) Intensive Outpatient, Outpatient Medication Management, Therapeutic Day Treatment, Intensive In Home Services, Community Stabilization, Mental Health Skill Building, Applied Behavior Analysis, Multisystemic Therapy, Functional Family Therapy, Psychiatric Residential Treatment Facility (PRTF), Therapeutic Group Home (TGH), ARTS Level 3.1-3.7 or Peer Recovery Support Services, as the activities of these services are included in the per diem. Up to a fourteen-calendar day service authorization overlap with these services is allowed as individuals are being transitioned to ACT from other behavioral health services. Up to a 31-calendar day service authorization overlap with these services is allowed as individuals are being transitioned from ACT to other behavioral health services (see service authorization section). Office based opioid treatment services (OBOT) and Office Based Addiction Treatment (OBAT) services are allowed simultaneously with ACT.
- v. If an individual is participating in ACT and has a concurrent admission to a Partial Hospitalization Program, the team should conduct close care coordination with those providers to assure alignment of the treatment plan (ISP) and avoid any duplication of services.
- vi. Activities that are not authorized for reimbursement include:
  - a) Contacts that are not medically necessary.
  - b) Time spent doing, attending, or participating in recreational activities.

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- c) Services provided to teach academic subjects or as a substitute for educational personnel such as, but not limited to, a teacher, teacher's aide, or an academic tutor.
  - d) Child Care services or services provided as a substitute for the parent or other individuals responsible for providing care and supervision.
  - e) Respite care.
  - f) Transportation for the individual or family. Additional medical transportation for service needs which are not considered part of ACT program services may be covered by the transportation service through the FFS Non-Emergency Medical Transportation Broker or MCO. Medical transportation to ACT providers may be billed to the transportation broker.
  - g) Covered services that have not been rendered.
  - h) Services rendered that are not in accordance with an approved authorization.
  - i) Services not identified on the individual's authorized ACT Treatment Plan.
  - j) Services provided without service authorization by the department or its designee.
  - k) Services not in compliance with the ACT National Provider Standards and not in compliance with fidelity standards.
  - l) Services provided to the individual's family or others involved in the individual's life that are not to the direct benefit of the individual in accordance with the individual's needs and treatment goals identified in the individual's plan of care.
  - m) Services provided that are not within the provider's scope of practice.
  - n) Anything not included in the approved ACT service description.
  - o) Changes made to ACT that do not follow the requirements outlined in the provider contract, this appendix, or ACT fidelity standards.
  - p) Any intervention or contact not documented or consistent with the approved treatment/recovery plan goals, objectives, and approved services.
  - q) Time spent when the individual is employed and performing the tasks of their job.
  - r) Note: ACT does include non-job specific vocational training, employment assessments, and ongoing support to maintain employment. ACT may provide the necessary medical services that enable the individual to function in the workplace, including ACT services such as a psychiatrist's or psychologist's treatment, rehabilitation planning, therapy, and counseling or crisis management that enable the individual to remain in and/or function in the workplace.

**B. The Department Responsibilities:** The Department agrees to comply with the following requirements.

- a. The Department shall monitor ACT implementation progress through monthly reports submitted to the Department's Office of Adult Community Behavioral Health by the CSB.
- b. The Department shall monitor through ACT fidelity monitoring using the Tool for Measurement of Assertive Community Treatment (TMACT).
- c. The Department shall track adherence to the ACT model and determine annual ACT performance outcomes from teams through their participation in the administration of the most current ACT fidelity assessment.
- d. The Department shall provide the data collection and additional reporting database, submission due dates, and reporting protocols to the CSB.

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- C. Reporting Requirements:** To provide a standardized mechanism for ACT teams to track each individual's outcomes, which can then guide their own performance initiatives; teams will be required to regularly submit data through the ACT Monitoring Application. The data submitted will include:
- a. Individual's receiving ACT services satisfaction.
  - b. Increased adherence to treatment/service plan;
  - c. Vocational/educational gains;
  - d. Increased length of stay in community residence;
  - e. Increased use of natural supports;
  - f. Reduced utilization of inpatient level of support;
  - g. Improved physical health;
  - h. Increased use of wellness self-management and recovery tools; and
  - i. Increased use of community living settings and supports

### 11.3. Project Link Program

#### Scope of Services and Deliverables

Project LINK has proven to be an asset to the community it serves by connecting women with substance use to targeted services and treatment, specific to women. Each Project LINK program is responsible for advisory meetings with agencies in their catchment, to integrate and coordinate additional service needs, and provide education to providers in the community around substance use disorders and women. The program is a catapult to an array of service and providers that include, but not limited to, behavioral health, physical health, medication assisted treatment and coordination of treatment options for children.

**A. The CSB Responsibilities:** The CSB agrees to comply with the following requirements.

1. The CSB shall work collaboratively with the DBHDS Office of Adult Community Behavioral Health Services (specifically with the Women's Services Coordinator, Amanda Stehura) to fulfill the Substance Abuse Block Grant (SABG) set aside requirement.
2. Submit reports by established deadlines.

**B. The Department Responsibilities:** The Department agrees to comply with the following requirements.

1. Provide oversight and monitor the Project LINK program to ensure the scope and deliverables are met
2. Communicate in a timely manner about changes to the program and funding allocations
3. Quarterly meetings with each site and Women's Services Coordinator(s)

**C. Reporting Requirements:** Reporting will follow the current reporting mechanism and timeframe of Project LINK as set forth in the Project LINK quarterly Survey Monkey reporting provided by the Department.

Submission of a programmatic quarterly report are due by the following dates:

1st Report	January 30 <sup>th</sup>
2nd Report	April 30th
3rd Report	July 31st
4th Report	October 31st

### 11.4. State Opioid Response Program Services (SOR)

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**1. SOR Prevention Program - Adverse Childhood Experiences (ACEs) Project**

**Scope of Services and Deliverables**

The SOR II grant was awarded to Virginia to combat the opioid epidemic and build upon programs started with STR/OPT-R and SOR Year 1 and 2. SOR II also supports evidence-based prevention to address stimulant misuse. SOR II prevention grant awards support the implementation of effective strategies identified by the Virginia Evidence-Based Outcomes Workgroup. The categories of approved strategies include: coalition development, heightening community awareness/education, supply reduction/environmental, tracking and monitoring, and harm reduction. A portion of SORII Prevention funds are approved for the ACEs Project.

SOR II Prevention grant funds for the Adverse Childhood Experiences (ACEs) Project must be used to fund prevention strategies that have a demonstrated evidence-base, and that are appropriate for the population(s) of focus.

- A. The CSB Responsibilities:** The CSB agrees to comply with the following requirements.
1. The CSB shall work collaboratively with the DBHDS Office of Behavioral Health Wellness (OBHW) team (particularly Behavioral Health Wellness Consultant/ACEs Coordinator Keith Cartwright) and OMNI Institute technical assistance team to fulfill requirements of the grant. This collaboration includes responding to information requests in a timely fashion, entering data in the Performance Based Prevention System (PBPS), submitting reports by established deadlines.
  2. CSB understands that SOR prevention funds are restricted and shall be used only for approved SOR prevention strategies (from the CSB's approved SOR Logic Model).
  3. CSB understands that changes to the budget (greater than a variance of 25 percent among approved budget items) and/or requests for additional funding must be sent via an email to the SOR Prevention Coordinator.
- B. The Department Responsibilities:** The Department agrees to comply with the following requirements.
1. The Department shall adhere to SOR II grant guidelines established by the Substance Abuse and Mental Health Services Administration (SAMHSA), including reporting on statewide and CSB-specific data, accomplishments and challenges.
  2. The Department's Behavioral Health Wellness Consultant/ACEs Lead shall maintain regular monthly communication with the CSB and monitor SOR ACEs Project performance.
  3. The Department, particularly the SOR Prevention Coordinator and ACEs Lead, will respond to inquiries in a timely manner, fulfill requests for training and share regular updates regarding the grant. Every effort will be made to provide at least two weeks lead time prior to report deadlines.
  4. The Department will provide a budget template for annual budget submission.

**2. SOR Prevention Program - Behavioral Health Equity (BHE) Mini-Grant Project**

**Scope of Services and Deliverables**

The SOR II grant was awarded to Virginia to combat the opioid epidemic and build upon programs started with STR/OPT-R and SOR Year 1 and 2. SOR II also supports evidence-based prevention to address stimulant misuse. SOR II prevention grant awards support the implementation of effective strategies identified by the Virginia Evidence-Based Outcomes Workgroup. The categories of approved strategies include: coalition development, heightening community awareness/education, supply reduction/environmental, tracking and monitoring, and harm reduction.



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A portion of SOR II Prevention funds were approved for the BHE Mini-Grant Project. BHE Mini-Grants provide CSB an award of funds to perform equity-oriented activities and programming throughout their agency and community. Funds can be used in innovative ways to meet the professional development and community needs of the populations being served. Grants recognize that minority communities may require interventions tailored to their unique needs. Grants should explicitly work to address the needs of marginalized populations.

- A. The CSB Responsibilities:** The CSB agrees to comply with the following requirements.
1. The CSB shall use the SOR II Prevention grant funds for the Behavioral Health Equity (BHE) Mini-Grant Project to fund strategies that have a demonstrated evidence-base and are appropriate for the population(s) of focus.
  2. The CSB shall work collaboratively with the DBHDS Office of Behavioral Health Wellness (OBHW) team and Behavioral Health Equity Consultant, to complete all approved objectives from the BHE Mini-Grant application. This collaboration includes participating in a mid-grant check-in, completing a final grant report.
- B. The Department Responsibilities:** The Department agrees to comply with the following requirements.
1. The Department shall adhere to SOR II grant guidelines established by the Substance Abuse and Mental Health Services Administration (SAMHSA), including reporting on statewide and CSB-specific data, accomplishments and challenges.
  2. The Department's Behavioral Health Equity Consultant will perform a mid-grant check-in, and will provide the format and collect the final grant report.

### 3. SOR - Treatment and Recovery Services

#### Scope of Services and Deliverables

Develop and provide opioid misuse prevention, treatment, and recovery support services for the purposes of addressing the opioid and stimulant misuse and overdose crisis. Implement service delivery models that enable the full spectrum of treatment and recovery support services facilitating positive treatment outcomes. Implement community recovery support services such as peer supports, recovery coaches, and recovery housing. Grantees must ensure that recovery housing is supported in an appropriate and legitimate facility. Implement prevention and education services including; training of healthcare professionals on the assessment and treatment of Opioid Use Disorder (OUD), peers and first responders on recognition of opioid overdose and appropriate use of the opioid overdose antidote, naloxone, develop evidence-based community prevention efforts including evidence-based strategic messaging on the consequence of opioid misuse, purchase and distribute naloxone and train on its use. Provide assistance with treatment costs and develop other strategies to eliminate or reduce treatment costs for uninsured or underinsured individuals. Provide treatment transition and coverage for individuals reentering communities from criminal justice settings or other rehabilitative settings. Address barriers to receiving medication assisted treatment (MAT) Support innovative telehealth strategies in rural and underserved areas to increase the capacity of communities to support OUD prevention, treatment, and recovery.

- A. The CSB Responsibilities:** The CSB agrees to comply with the following requirements.
1. The CSB shall comply with the Department's approved budget plan for services.
  2. The CSB may employ SA MAT treatment personnel and recovery personnel
  3. The CSB may provide treatment services to include: drug/medical supplies, drug screens, lab work, medical services, residential treatment, childcare services, client transportation, contingency management, recruitment services and treatment materials
  4. The CSB shall provide recovery services to include: WRAP training and staff phones supplies

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5. The CSB shall provide temporary housing supports in VARR certified houses, when necessary
  6. The CSB shall collect GPRA data for each person receiving services at intake, discharge, and 6-month time points. This data must be submitted to OMNI Institute within five business days of survey completion.
  7. All of the aforementioned GPRA reporting must be submitted to OMNI Institute within five business days of survey completion.
  8. CSB receiving treatment or recovery funding under the SOR grant must complete a treatment or recovery Quarterly Survey every quarter of the grant.
  9. The aforementioned Quarterly Survey must be submitted to OMNI Institute within two weeks of request by OMNI Institute.
- B. The Department Responsibilities:** The Department agrees to comply with the following requirements.
1. The Department shall be responsible for submitting required reporting to SAMHSA in accordance with the SOR Notice of Award.
  2. The Department shall conduct physical and/or virtual site visits on an annual basis, or more frequently, if necessary. Each site visit will be documented in a written report submitted to the Director of Adult Community Behavioral Health.
  3. The SOR team will provide quarterly reports to internal and external stakeholders.
- C. Reporting Requirements:** The CSB shall submit the Quarterly Treatment and Recovery Reporting Surveys through the online survey link that will be provided by OMNI Institute each quarter. All surveys must be submitted no later than the following dates:

Quarter 1	January 20
Quarter 2	April 15
Quarter 3	July 15
Quarter 4	October 14

The CSB shall collect GPRA data for each person receiving services at intake, discharge, and 6-month time points. This data must be submitted to OMNI Institute within five business days of survey completion.

### **11.5. Regional Suicide Prevention Initiative**

#### **Scope of Services and Deliverables**

In an effort to increase capacity to address suicide prevention and promote mental health wellness, the Department funding for regional suicide prevention plans that implement evidenced based initiatives and strategies that promote a comprehensive approach to suicide prevention across the lifespan in the Commonwealth.

The regional or sub regional initiatives are intended to extend the reach and impact of suicide prevention efforts, afford greater access to suicide prevention resources by affected communities, and leverage and reduce costs for individual localities related to training or other suicide prevention action strategies.

- A. The CSB Responsibilities:** The CSB agrees to comply with the following requirements.
1. The CSB shall provide an action plan that includes (but not limited to) the following strategies and activities:

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- a. mental health wellness and suicide prevention trainings based on community need and capacity to provide;
  - b. activities for September Suicide Prevention Awareness Month and May Mental Health Awareness Month;
  - c. identification of anticipated measurable outcomes;
  - d. a logic model; and
  - e. a budget and budget narrative
2. These funds shall be used only for the implementation of the Regional Suicide Prevention Initiative described in the Regional Suicide Prevention plan (and or supplement plan) approved by the Department.
  3. Any restricted state funds that remain unexpended or unencumbered at the end of the fiscal year may be carried over to the following year to be used only for Regional Suicide Prevention Initiative expenses authorized by the Department in consultation with the participating regional CSB.
  4. Any federal funds that remain unexpended or unencumbered by the end of the Performance Period the CSB must contact the Department at least 30 days prior to the end of the Performance Period to discuss permissible purposes to expend or encumber those funds.
- B. The Department Responsibilities:** The Department agrees to comply with the following requirement.
1. The Department shall monitor Regional Suicide Prevention Initiative program implementation progress through a semi-annual report and annual report submitted by the Regional Suicide Prevention Initiative Lead CSB, other data gathering and analysis, periodic visits to the region to meet with Regional Suicide Prevention Initiative partners, and other written and oral communications with Regional Suicide Prevention Initiative team members.
  2. The Department may adjust the CSB's allocation of continued state funds for the Regional Suicide Prevention Initiative based on the CSB's compliance with its responsibilities, including the requirements for maximizing resources from other sources.
  3. The Department will provide guidelines for the annual plan and a template for the semi-annual and annual report for the CSB to use.
- C. Reporting Requirements:**
1. Mental Health First Aid and Suicide Prevention activities shall be included in each CSB's Prevention data system.
  2. The Regional Suicide Prevention Initiative CSB shall submit its semi-annual report to the Department by **April 15<sup>th</sup>** and its annual report on **September 30<sup>th</sup>**.
  3. Each region shall provide semi-annual report and annual report submitted by the Regional Suicide Prevention Initiative Lead CSB to the Suicide Prevention Coordinator.

**11.6. Supplemental Substance Abuse Block Grant Funded Program Services - (Prevention And Treatment)**

**Scope of Services and Deliverables**

This allocation provides supplemental funding to support additional allowable uses of Substance Abuse Prevention and Treatment (SAPT) Block Grant funding.

This funding source is designated to plan, implement, and evaluate activities that prevent or treat substance use disorder, including to fund priority substance use disorder treatment and support services for individuals without insurance or for whom coverage is terminated for short periods of time, fund those priority treatment and support services that demonstrate success in improving outcomes and/or supporting recovery that are not covered by Medicaid, Medicare, or private insurance, fund primary prevention by providing universal, selective, and indicated prevention activities and services for persons not identified as needing treatment, and collect performance and outcome data to determine the ongoing effectiveness of behavioral health promotion, treatment, and

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recovery support services. SABG funds are to be the funds of last resort. Medicaid and private insurance, if available, must be used first. Target and priority populations are pregnant and parenting women and intravenous (IV) drug users. Any treatment services provided with SABG funds must follow treatment preferences established in 45 CFR 96.131(a):

1. Pregnant injecting drug users
2. Pregnant substance abusers
3. Injecting drug users
4. All others

Complete details of allowable services can be found in Exhibit F of the performance contract.

- A. The CSB Responsibilities:** The CSB agrees to comply with the following requirements
1. The CSB shall prioritize SAPT priority populations including individuals who do not have insurance, pregnant women and women with dependent children, and people who inject drugs
  2. The CSB shall follow all other federal requirements pursuant to Exhibit F.
- B. The Department Responsibilities:** The CSB agrees to comply with the following requirements. The Department shall monitor uses of these supplemental funds in the same manner it monitors uses of SAPT treatment and recovery base funding, including SAMHSA measures and on-site or virtual reviews. These funds will be monitored as part of existing review processes.

## **11.7. Substance Abuse Block Grant (SABG) Prevention Set Aside Services, CAA Supplemental**

### **Scope of Services and Deliverables**

The SABG Prevention Set Aside CAA Supplemental is intended to prevent Substance Use Disorders (SUD) by implementing an array of strategies including information dissemination, education, alternatives, problem ID and referral, community capacity building and environmental approaches that target individuals, communities and the environment and guided by the Strategic Prevention Framework (SPF) planning model.

The SABG Prevention Set Aside CAA Supplemental funds may be used to implement and expand the CSB logic models which support both local and state priorities as identified below and through the CSB approved logic model and already submitted plan.

- A. The CSB Responsibilities:** The CSB agrees to comply with the following requirements.
- 1. General Capacity Requirements**
    - a. Each CSB must complete an evaluation plan which is revised and approved annually and includes:
      - i. A logic model which includes all of the required priority strategies all CSB must implement and any discretionary strategies the CSB has elected to implement.
      - ii. A measurement plan documenting how all required metrics will be tracked and reported.
    - b. All prevention programs, practices, and strategies must be evidence-based and approved by the DBHDS OBHW team. Only strategies that align with the state-identified priorities and/or the CSB's logic model outcomes will be approved.
    - c. Each CSB must maintain a license for the Performance-Based Prevention System (PBPS) and record all implemented strategies in the PBPS. The resources to support this have been added to the CSB base allocation.

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- d. Each CSB must maintain a minimum of 1 FTE Prevention Lead position. This position leads and ensures compliance and implementation of all Prevention priority strategies.
  - e. Prevention funding should be used for prevention staff to attend at least one national prevention-related conference per year. Any national conferences outside of the NPN Prevention Research Conference, NATCON, CADCA National or Mid-Year Conferences must have prior DBHDS approval. Each CSB receives \$3000 in their base allocation to help support this capacity building effort.
  - f. Submit an annual budget for SABG Prevention Set Aside utilizing DBHDS' template.
  - g. Within that budget, allocate specific resources for Marijuana prevention capacity building, planning and implementation in the amount of \$45,000.
- 2. Counter Tools**
- a. The CSB shall conduct store audits of and merchant education with 100 percent of tobacco/nicotine retailers in its service area over a two-year period. Any retailer to be found in violation in the previous year is to be given priority for merchant education.
  - b. The CSB also must maintain and update a list of tobacco/nicotine retailers in its catchment area over the two-year period.
  - c. Data must be entered into the Counter Tools and PBPS systems.
  - d. The CSB base allocation includes \$10,000 for these strategies.
  - e. Tobacco education programs for youth with the goal of reducing prevalence of use are not to be identified as SYNAR activities.
- 3. ACEs Trainings**
- a. All CSB should ensure there are at least 2 ACEs master trainers in their catchment area at all times.
  - b. All CSB must conduct at least 12 ACEs trainings annually.
  - c. All ACEs training data (including number of trainings held and number of people trained) must be reported in PBPS.
  - d. CSB which are designated as Self-Healing Communities and are receiving additional funding to address ACEs must complete all items noted above and the following:
    - i. Maintain an ACEs self-healing community advisory committee made up of a cross-section of community partners, meets at least quarterly, reviews the Self-Healing Communities logic model and provides ongoing feedback and recommendations on how to best achieve the logic model goals. Create a logic model specific to the ACEs work that is planned and implemented in the community.
    - ii. Submit a quarterly report on all ACEs strategies and measures.
    - iii. Engage in a local Trauma-Informed Community Network (TICN) or other trauma-centered coalition
- 4. Community Coalition Development**
- a. The CSB shall be involved in a minimum of 6-10 coalition meetings a year.
  - b. The CSB should maintain membership in CADCA and/or CCoVA each year.
  - c. The CSB and its associated coalition should ensure youth engagement in the coalition either as a sub-group of the coalition or a separate youth coalition.
  - d. The CSB should maintain a social media presence to publicize prevention activities and messaging (Facebook page, Instagram, website, etc.) Websites should be updated monthly at a minimum and social media bi-weekly to ensure information and resources remain relevant and engages the community.
  - e. Every 2 years, each CSB must complete a coalition readiness assessment and an assessment of representation in the coalition of the following 12 sectors: youth; parents; businesses; media; school; youth-serving organizations; law enforcement; religious/fraternal

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organizations; civic and volunteer organizations; healthcare professionals; state, local and tribal governments; and other organizations involved in reducing illicit substance use.

**5. MH/Suicide Prevention Trainings**

- a. The CSB shall work with the regional MH/suicide prevention team to provide a regionally developed suicide prevention plan using the Strategic Prevention Framework model.
- b. The plan developed by the team shall identify suicide prevention policies and strategies. Strategies should be determined using the most current data and there should be strategies in the plan that are for the community as a whole as well as strategies that target subpopulations with the highest rates of suicide. The plan should also identify the CSB's marketing plan to ensure community groups (schools, faith groups, businesses, etc.) and community members are aware of the mental health and suicide prevention trainings the CSB is providing.
- c. Each MHFA trainer must provide a minimum of 3 Youth and/or Adult MHFA trainings annually.
- d. The CSB should ensure a minimum of 45 community participants are trained annually in MHFA (across all MHFA trainers at the CSB; there is no minimum number of trainees for each certified trainer).
- e. In addition to the required MHFA trainings, a minimum of 3 suicide prevention trainings per trainer must be provided annually. These 3 trainings may be a combination of any of the approved trainings below:
  - i. ASIST
  - ii. safeTALK
  - iii. suicideTALK
  - iv. QPR
- f. Every year, each CSB will be required to submit a mid-year (April) and end-of-year (September) report which should contain details on trainings implemented, including the number of different groups and community members participating in the trainings.

**6. Lock & Talk**

- a. CSB participating in the Lock and Talk Initiative shall develop an implementation plan that best meets the needs of their respective communities (including strategies to address target populations.)
- b. At a minimum the CSB is expected to implement components 1 & 2 below, and strongly encouraged to implement the Gun Shop Project and/or partner with their medical community (pharmacies, medical practices) if the Gun Shop Project is not an appropriate fit for their community.  
 Lock and Talk Components:
  - 1) Media Campaign Materials (bus ads, posters, billboards, PSA, etc.)
  - 2) Medication Lock Box/Cable Lock/Trigger Lock Distribution at Events
  - 3) Gun Shop Project

**B. The Department Responsibilities:** The Department agrees to comply with the following requirements.

1. The Department shall adhere to SABG Prevention Set Aside, grant guidelines established by the Substance Abuse and Mental Health Services Administration (SAMHSA), including reporting on statewide and CSB-specific data, accomplishments and challenges.
2. The Department's SABG Prevention Set Aside Behavioral Health Wellness Consultants shall maintain regular communication with the CSB, monitor performance through reporting, and provide technical assistance to the CSB upon request.
3. The Department will work with the CSB to mutually agree on annual site visit dates.
4. The Department, particularly the SABG Prevention Set Aside Behavioral Health Wellness Consultants will respond to inquiries in a timely fashion, fulfill requests for training and share regular updates regarding the grant.

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5. Every effort will be made to provide at least two weeks lead time prior to report deadlines by DBHDS in partnership with OMNI Institute federal reporting contractor.
  6. The Department will provide a budget template for annual budget submission
- C. Reporting Requirements:** All data is reported into the Prevention data system and must be submitted within 2 weeks of service delivery.

## 12. STATE FUNDED PROGRAM SERVICES

This section describes certain program services with a primary funding source of state general funds but there may also be other sources of funding provided by the Department for the services provided.

### 12.1. Auxiliary Grant In Supportive Housing Program (AGSH)

#### Scope of Services and Deliverables

Section 37.2-421.1 of the Code of Virginia provides that DBHDS may enter into an agreement for the provision of supportive housing for individuals receiving auxiliary grants pursuant to §51.5-160 with any provider licensed to provide mental health community support services, intensive community treatment, programs of assertive community treatment, supportive in-home services, or supervised living residential services. The Auxiliary Grant (AG) funds shall not be disbursed directly to the CSB or DBHDS. The Department for Aging and Rehabilitative Services (DARS) shall maintain administrative oversight of the Auxiliary Grant program, including the payment of AG funds from DSS to individuals in the program.

- A. The CSB Responsibilities:** The CSB shall comply with the following requirements pursuant.
1. For each individual served by the provider under this agreement, the provider shall ensure the following basic services:
    - a. the development of an individualized supportive housing service plan (“ISP”);
    - b. access to skills training;
    - c. assistance with accessing available community-based services and supports;
    - d. initial identification and ongoing review of the level of care needs; and
    - e. ongoing monitoring of services described in the individual’s ISP.
  2. Assist AGSH recipients with securing and maintaining lease-based rental housing. This residential setting shall be the least restrictive and most integrated setting practicable for the individual that:
    - a. complies with federal habitability standards;
    - b. provides cooking and bathroom facilities in each unit;
    - c. affords dignity and privacy to the individual; and
    - d. includes rights of tenancy pursuant to the Virginia Residential Landlord and Tenant Act (§55-248.2 et seq.).
    - e. provides rental levels that leave sufficient funds for other necessary living expenses, and
    - f. the provider shall not admit or retain recipients who require ongoing, onsite, 24-hour supervision and care or recipients who have any of the conditions or care needs described in subsection D of §63.2-1805.
  3. Maintain an AGSH census of at least 45 individuals. The provider is expected to be full census within 12 months of operation and to maintain census of no less than 90% thereafter.
  4. Request approval, in writing, of DBHDS for an AGSH recipient to live with a roommate freely chosen by the individual.
  5. Adhere to all components of the AGSH Provider Operating Guidance.
  6. Licensing/Certification Requirements:

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- a. The CSB shall maintain all relevant DBHDS licenses in good standing. Provide documentation of licensure status for relevant services to the Department for Aging and Rehabilitative Services (DARS) at initial certification and annually thereafter.
- b. The CBS shall maintain annual certification with DARS in accordance with §51.5-160 Section D.

**B. The Department Responsibilities:**

1. DBHDS or its designee shall conduct annual inspections to determine whether the provider is in compliance with the requirements of this agreement. DBHDS will provide 30 days written notice for routine annual inspections. DBHDS may also conduct inspections at any time without notice.
2. DBHDS will work with the Provider to develop and implement AGSH data reporting requirements including data elements, formats, timelines and reporting deadlines.
3. Pursuant to §37.2-421.1 Section C., DBHDS may revoke this agreement if it determines that the provider has violated the terms of the agreement or any federal or state law or regulation.

**C. Reporting Requirements:** The CSB shall collect and report recipient level identifying information and outcome data at least quarterly no later than the 10th day following the end of the month (i.e., October 15th, January 15th, April 15th, and July 15th) and provide to DBHDS as requested.

## 12.2. Children's Mental Health Initiative (MHI) Funds

### Scope of Services and Deliverables

The Mental Health Initiative (MHI) Fund was established by the General Assembly in FY 2000 to create a dedicated source of funding for mental health and substance abuse services for children and adolescents with serious emotional disturbances (SED) who are not mandated for the Children's Services Act (CSA). The Appropriation Act provides certain funds for the priority placed on those children who, absent services, are at-risk for custody relinquishment, as determined by the Family and Assessment Planning Team of the locality. These services have the purpose of keeping children in their homes and communities and preserving families whenever possible.

**A. The CSB Responsibilities:** The CSB agrees to comply with the following requirements.

1. MHI funds must be used exclusively to serve currently unserved children and adolescents or provide additional services to underserved children and adolescents with serious emotional disturbances, at risk for serious emotional disturbance, and/or with co-occurring disorders with priority placed on those children who, absent services, are at-risk for removal from the home due to placement by a local department of social services, admission to a congregate care facility or acute care psychiatric hospital or crisis stabilization facility, commitment to the Department of Juvenile Justice, or parental custody relinquishment. These funds shall be used exclusively for children and adolescents, not mandated for services under the Children's Services Act. Underserved refers to populations which are disadvantaged because of their ability to pay, ability to access care, or other disparities for reasons of race, religion, language group, sexual orientation or social status.
2. Children and adolescents must be under 18 years of age at the time services are initiated. MHI funds can be used to bridge the gap between the child and adolescent and adult service systems, if the service was initiated before the adolescent's 18th birthday. Services used to bridge the gap can only be used for up to one (1) year. MHI funds cannot be used to initiate new services once an adolescent turns 18 years of age.
3. MHI funds must be used to purchase services which will be used to keep the child or adolescent in the least restrictive environment and living in the community.
4. CSBs may use MHI funds to support personnel used to provide services to children and families. Each service provided shall should be linked to an individualized service plan for an



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individual child and reported through the CCC3 by using Consumer Designation Code 915 code.

5. MHI funds should not be used when another payer source is available.
6. Services must be based on the individual needs of the child or adolescent and must be included in an individualized services plan. Services must be child-centered, family focused, and community-based. The participation of families is integral in the planning of these services.
7. CSBs must develop policies and procedures for accessing MHI funds for appropriate children and adolescents
8. The CSBs shall develop a Mental Health Initiative funding plan in collaboration with the local Family and Assessment Planning Teams and/or Community Policy and Management Team. The funding plan shall be approved by the Community Policy and Management Teams of the localities. The CSB should seek input and guidance in the formulation of the protocol from other FAPT and CPMT member agencies. A copy of the plan shall be kept on file at the CSB.
  - a. The MHI Fund Protocol shall at minimum:
    - i. Clearly articulate the target population to be served within the serious emotional disturbance, at risk for serious emotional disturbance, and/or with co-occurring disorders, non-CSA mandated population;
    - ii. Establish defined protocols and procedures for accessing services, ensuring that all key stakeholder agencies have a method to link into services;
    - iii. Clearly articulate the kinds or types of services to be provided; and
    - iv. Provide for a mechanism for regular review and reporting of MHI expenditures.
9. **Appropriate Services to be supported by Mental Health Initiative (MHI) Funds** - CSBs must follow the DBHDS Core Services Taxonomy categories and subcategories in providing, contracting for, and reporting these services.
  - a. Types of services that these funds may be used for include, but are not limited to: crisis intervention and stabilization, outpatient, intensive in-home, intensive care coordination, case management, Family Support Partners, evidence-based practices, therapeutic day treatment, alternative day support (including specialized after school and summer camp, behavior aide, or other wrap-around services), and, supervised family support services.
  - b. All expenditures shall be linked to an individualized service plan for an individual child. Expenditures may be for something that is needed by more than one child, providing it can be linked to the individualized service plan of each child.
  - c. CSBs may use MHI funds to support personnel used to provide services to children and families. For example, the funds may be used to create a position dedicated to serving the non-CSA mandated population of children in the community; however, as stated above, each service provided should be linked to an individualized service plan for an individual child.
  - d. CSBs may use up to 10% of the total MHI fund allocation for administrative costs associated with the overall MHI fund management and administration. Administrative costs include non-direct service personnel and supplies.
  - e. MHI funds may not be used for residential care services, partial or full hospitalizations, or for CSA sum sufficient populations. MHI funding may not be used to purchase vehicles, furniture, computers, or to provide training.

**B. The Department Responsibilities:** The Department agrees to comply with the following requirements.

The Department shall establish a mechanism for regular review and reporting of MHI Fund expenditures including monitoring unspent balances.

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**C. Reporting Requirements:**

1. All expenditures shall be linked to an individualized service plan for an individual child and reported through the CCC3 by using Consumer Designation Code 915 code. Expenditures may be for something that is needed by more than one child, providing it can be linked to the individualized service plan of each child.
2. The CSB shall provide data reports as required in CCS 3 and finance reports on the funds provided by the Department. This information will be reported through the CCS3 by using Consumer Designation Code 915 code.
3. The CSB may carry-forward a balance in the MHI fund during the biennium in which the funds were distributed. If the CSB has a balance of 10% or greater, of the current allocation, at the end of the biennium, the CSB shall work with the OCFS to develop a plan to spend the end of the biennium balance.

**12.3. Permanent Supportive Housing (PSH)**

**Scope of Services and Deliverables**

If the CSB receives state mental health funds for PSH for adults with serious mental illness, it shall fulfill these requirements:

- a. Comply with requirements in the PSH Initiative Operating Guidelines and any subsequent additions or revisions to the requirements agreed to by the participating parties. If the implementation of the program is not meeting its projected implementation schedule, the CSB shall provide a written explanation to and seek technical assistance from the Office of Adult Community Behavioral Health Services in the Department.
- b. Ensure that individuals receiving PSH have access to an array of clinical and rehabilitative services and supports based on the individual's choice, needs, and preferences and that these services and supports are closely coordinated with the housing-related resources and services funded through the PSH initiative.
- c. Assist Department staff as requested with any case-level utilization review activities, making records of individuals receiving PSH available and providing access to individuals receiving PSH for interviews.
- d. Track and report the expenditure of restricted state mental health PSH funds separately in the implementation status reports required in subsection f below. Based on these reports, the Department may adjust the amount of state funds on a quarterly basis up to the amount of the total allocation to the CSB. The CSB shall include applicable information about individuals receiving PSH services and the services they receive in its information system and CCS Extract monthly extracts.
- e. Reserve any current restricted state mental health funds for PSH that remain unspent at the end of the fiscal year to be used only for PSH activities in subsequent fiscal years as authorized by the Department.
- f. Submit implementation status reports for PSH within 45 days after the end of the quarter for the first three quarters and within 60 days of the end of the fiscal year to the Department. Submit data about individuals following guidance provided by the Office of Adult Community Behavioral Health and using the tools, platforms, and data transmission requirements provided by the Department. Establish mechanisms to ensure the timely and accurate collection and transmission of data. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow it to comply with them.
- g. Participate in PSH training and technical assistance in coordination with the Office of Adult Community Behavioral Health Services and any designated training and technical assistance

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providers.

#### **12.4. Forensic Services**

##### **Scope Services and Deliverables**

- A. **The CSB Responsibilities:** the CSB shall comply with the following requirements.
1. The CSB shall designate appropriate staff to the roles of Forensic Admissions Coordinator, Adult Outpatient Restoration Coordinator, and NGRI Coordinator to collaborate with the local courts, the forensic staff of state facilities, and the Department. The CSB shall notify the Department's Office of Forensic Services of the name, title, and contact information of these designees and shall inform the Director of any changes in these designations. The CSB shall ensure that designated staff completes all recommended training identified by the Department.
  2. Forensic evaluations and treatment shall be performed on an outpatient basis unless the results of an outpatient evaluation indicate that hospitalization is necessary. The CSB shall consult with their local courts and the Forensic Coordinator at the designated DBHDS hospital as needed in placement decisions for individuals with a forensic status, based upon evaluation of the individual's clinical condition, need for a secure environment, and other relevant factors.
  3. If an individual with a forensic status does not meet the criteria for admission to a state hospital, his psychiatric needs should be addressed in the local jail, prison, detention center, or other correctional facility, by the CSB in collaboration with local treatment providers.
  4. Upon receipt of a court order for forensic evaluation, the CSB shall provide or arrange for the provision of forensic evaluations required by local courts in the community in accordance with State Board Policy 1041.
  5. Upon receipt of a court order pursuant to § 16.1-356 of the Code of Virginia, the CSB shall provide or arrange for the provision of a juvenile competency evaluation.
  6. Upon receipt of a court order pursuant to § 16.1-357, the CSB shall provide or arrange for the provision of services to restore a juvenile to competency to stand trial through the Department's statewide contract.
  7. Upon receipt of a court order for the provision of adult outpatient competency restoration services pursuant to § 19.2-169.2 of the Code of Virginia, the CSB shall provide or arrange for the provision of services to restore the individual to competency to stand trial. These services shall be delivered in the local or regional jail, juvenile detention center (when a juvenile is being tried as an adult), other location in the community where the individual is currently located, or in another location suitable for the delivery of the restoration services when determined to be appropriate. These services shall include treatment and restoration services, emergency services, assessment services, the provision of medications and medication management services, and other services that may be needed by the individual in order to restore him to competency and to prevent his admission to a state hospital for these services.
  8. Upon written notification from a DBHDS facility that an individual hospitalized for restoration to competency pursuant to § 19.2-169.2 of the Code of Virginia has been restored to competency and is being discharged, the CSB shall to the greatest extent possible provide or arrange for the provision of services to the individual to prevent his readmission to a state hospital for these services.

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9. The CSB shall provide discharge planning for persons found not guilty by reason of insanity who are being treated in DBHDS facilities pursuant to § 19.2-182.2 through § 19.2 -182.7, and § 19.2-182.11 of the Code of Virginia, and in accordance with the provisions of the *Collaborative Discharge Requirements for Community Services Boards and State Hospitals: Adult & Geriatric*.
10. The CSB will implement and monitor compliance with court-ordered Conditional Release Plans (CRPs) for persons found not guilty by reason of insanity and released with conditions pursuant to § 19.2-182.2 through § 19.2 -182.7, and § 19.2-182.11 of the Code of Virginia. This includes submission of written reports to the court on the person's progress and adjustment in the community, to be submitted no less frequently than every six months from the date of release to a locality served by the CSB. The CSB will also provide to the Department's Office of Forensic Services written monthly reports on the person's progress and adjustment in the community for their first 12 continuous months in the community. The CSB is responsible for providing the Office of Forensic Services copies of any written correspondence and court orders issued for NGRI acquittees in the community.
- B. Reporting Requirements:** The CSB shall supply information to the Department's Forensics Information Management System for individuals adjudicated not guilty by reason of insanity (NGRI), as required under § 37.2-508 or § 37.2-608 of the Code and as permitted under 45 CFR §§ 164.506 (c) (1) and (3), 164.512 (d), and 164.512 (k) (6) (ii)

## 12.5. Gambling Prevention

### Scope of Service and Deliverable

The Problem Gambling and Support Fund (9039) via the Office of Behavioral Health Wellness, Problem Gambling Prevention Program intends to prevent and minimize harm from the expansion of legalized gambling by implementing the Strategic Prevention Framework (SPF) planning model. We will begin this work by conducting a needs assessment and building community capacity across the state to make data driven decisions to determine priorities and select evidence-based strategies based upon the priorities identified.

In an effort to increase capacity to address problem gambling prevention the Department provides funding for CSB level problem gambling prevention needs assessments, data collection, and capacity building to then implement evidenced based initiatives and strategies that promote a comprehensive approach to problem gambling prevention in the Commonwealth.

- A. The CSB Responsibilities:** The CSB agrees to comply with the following requirements.
1. The CSB shall provide a proposed budget.
  2. These funds shall be used only for the implementation of the Problem Gambling Prevention Services described herein.
  3. The CSB shall participate in assessing regional needs by collecting data for their catchment area on gambling and gaming behaviors, pervasiveness of gambling through an environmental scan, and community readiness to address problem gambling prevention.
  4. The CSB shall build capacity in their CSB by assigning at least one person to oversee the problem gambling prevention needs assessment work who may then continue on to incorporate findings into the CSB's strategic plan and strategy implementation in the CSB's region as additional years of funding become available. This includes attending and participating in all trainings and webinars offered for this work.
  5. The CSB may either hire at least a part time staff person, add hours on to a current part time position in the organization, or adjust a current employees workload to allow for time to lead and ensure compliance and implementation of all problem gambling prevention activities.

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6. Any restricted state Problem Gambling and Support funds that remain unexpended or unencumbered at the end of the fiscal year may be carried over to the following year to be used only for Problem Gambling Prevention strategy expenses authorized by the Department.
- B. The Department Responsibilities:** The Department agrees to comply with the following requirements.
1. The Department shall monitor Problem Gambling Prevention Services program implementation progress through a quarterly report submitted by the CSB Problem Gambling Prevention Services Lead, other data gathering and analysis, periodic on-site or virtual visits to meet with the CSB Problem Gambling Prevention Services staff, and other written and oral communications with CSB Problem Gambling Prevention Services team members.
  2. The Department may adjust the CSB's allocation of continued state funds for the Problem Gambling Prevention Services based on the CSB's compliance with its responsibilities, including the requirements for maximizing resources from other sources
  3. The Department will respond to inquiries in a timely fashion, fulfill requests for training and share regular updates regarding the grant.
  4. Every effort will be made to provide at least two weeks lead time prior to report deadlines by DBHDS in partnership with OMNI Institute federal reporting contractor.
  5. The Department will provide a template for the plan and quarterly report for the CSB to use.
- C. Reporting Requirements:** The CSB shall track and account for its state Problem Gambling and Support Fund as restricted problem gambling prevention State funds, reporting expenditures of those funds separately in its quarterly reports.

## **12.6. Mental Health Services In Juvenile Detention Centers**

### **Scope of Services and Deliverables**

The Mental Health in Juvenile Detention Fund was established to create a dedicated source of funding for mental health services for youth detained in juvenile detention centers.

A CSB's primary role in a juvenile detention center is providing short-term mental health and substance use disorder services to youth detained in the center with mental illnesses or mental illnesses and co-occurring substance use disorders. As part of this role, a CSB also consults with juvenile detention center staff on the needs and treatment of youth. This may include case consultation with detention center staff. Since the youth have been court ordered to the center, they are under the jurisdiction of the center for care. A CSB provides consultation and behavioral health services in support of the centers care of youth and should establish and maintain positive, open, and professional communication with center staff in the interest of providing the best care to the youth.

- A. The CSB Responsibilities:** The CSB agrees to comply with the following requirements.
1. The CSB shall provide mental health and substance use services to youth detained in the juvenile detention center, this may include youth who are pre-adjudicated, youth who are post-adjudicated, youth who are post-dispositional, and youth who are in a community placement program. Since most youth have short lengths of stay, clinical services in juvenile detention should be designed to provide short term mental health and substance use services. At times, a youth may have a long length of stay and the CSB should be prepared to provide services as needed. Below are examples of core services a CSB typically provides with this funding to most of the youth it serves in juvenile detention centers:
    - a. Case management,
    - b. Consumer Monitoring,
    - c. Assessment and Evaluation,
    - d. Medical Services, or
    - e. Individual or group therapy when appropriate (coded as outpatient services)
  2. The CSB shall provide discharge planning for community based services for youth with identified behavioral health and/or substance use issues who return to the community.

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3. The CSB shall have a Memorandum of Understanding (MOU), a Memorandum of Agreement (MOA), or contract with the juvenile detention center in which the CSB provides services. The MOU, MOA, or contract shall outline the roles and responsibilities of each entity as well as outline a plan for regular communication between the CSB and Juvenile Detention Center.
  4. The CSB shall notify the Office of Child and Family Services of any significant staffing changes or vacancies that cannot be filled within 90 days.
- B. The Department Responsibilities:** The Department agrees to comply with the following requirements. The Department shall establish a mechanism for regular review of reporting Mental Health in Juvenile Detention fund expenditures, data, and MOUs/MOAs or contracts to include a process by the Office of Child and Family Services.
- C. Reporting Requirements:**
1. The CSB shall account for and report the receipt and expenditure of these restricted funds separately.
  2. The CSB shall adhere to the current Core Services Taxonomy descriptions and classifications of services. This information will be reported through the CCS by using Consumer Designation Code 916 code assigned each youth receiving services. When the youth is no longer receiving services in the juvenile detention center, the 916 Consumer Designation Code will be closed out.
  3. The CSB biennially, shall provide a copy of a signed MOU/MOA or contract to the Department.

### 13. OTHER PROGRAM SERVICES

This section includes certain program services initiatives CSB may engage in with the Department such as, but not limited to regional programs, pilot and other projects,

#### 13.1. Mental Health Crisis Response And Child Psychiatry Funding –Regional Program Services

##### Scope of Services and Deliverables

Children's Residential Crisis Stabilization Units (CRCSU) are a crucial part of the community-based continuum of care in Virginia. The expectations outlined in this document support the strategic vision of DBHDS to provide access to quality, person-centered services and supports in the least restrictive setting, and that exemplify clinical and management best practices for CRCSUs. CRCSUs should demonstrate consistent utilization, evidence-based clinical programming, and efficient operations. CRCSUs provide treatment for individuals requiring less restrictive environments than inpatient care for managing their behavioral health crises.

The funds are provided to the CSB as the regional fiscal agent to fund other CSBs in the designated region or regional programs to provide Child Psychiatry and Children's Crisis Response services.

**A. The CSB Responsibilities:** The CSB agrees to comply with the following CRCSU requirements.

1. **Child Psychiatry and Crisis Response:** The regional fiscal agent shall require a Memorandum of Understanding (MOU), a Memorandum of Agreement (MOA), or a contract with all CSBs in their region if Child Psychiatry and Crisis Clinician Services are to be provided by individual boards. The MOU or MOA shall outline the roles, responsibilities of the regional fiscal agent and each board receiving funding, funding amounts, data and outcomes to be shared with the regional fiscal agent, and how children can access child psychiatry and crisis clinician services. The MOU, MOA, or contract shall be developed by the CSB providing the services, reviewed by the regional fiscal agent, and executed once agreed upon.

If the CSB fiscal agent is providing regional Child Psychiatry and Crisis Clinician Services, then the regional fiscal agent shall develop the MOU, MOA, or contract to be reviewed by each CSB in the region and executed once agreed upon.

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- a. Each CSB shall have access to a board-certified Child and Adolescent Psychiatrist who can provide assessment, diagnosis, treatment and dispensing and monitoring of medications to youth and adolescents involved with the community services board. The CSB may hire a psychiatric nurse practitioner due to the workforce shortage of child and adolescent psychiatrists or contract within the region to have access.
  - b. The psychiatrist's role may also include consultation with other children's health care providers in the health planning region such as general practitioners, pediatricians, nurse practitioners, and community service boards' staff, to increase their expertise in the prevention, diagnosis, and treatment of children with mental health disorders.
  - c. CSBs must include, in the MOA/MOU, a description on how the CSB creates new or enhances existing community-based crisis response services in their health planning region, including, but not limited to mobile crisis response and community stabilization services, with the goal of diverting children from inpatient psychiatric hospitalization to less restrictive services in or near their communities.
  - d. Funds cannot be used to fund emergency services pre-screener positions if their role is to function as an emergency services clinician.
- 2. Scope of Services for Children's Residential Crisis Stabilization Unit.**
- a. Staffing:
    1. The CRCSU staffing plan will be reviewed by the CSB clinical director at least quarterly to determine staffing needs and to ensure that staffing patterns meet the needs of the individuals served.
    2. Reviews are to ensure that staffing plans maximize the unit's ability to take admissions 24 hours a day seven (7) days a week. The CRCSU will follow the Service Description and Staffing as defined in Article 1 of Part IV in Chapter 105 Rules and Regulations for Licensing Providers by The Department of Behavioral Health and Developmental Services.
    3. The CRCSU will include family members, relatives and/or fictive kin in the therapeutic process and/or family support partners, unless it is not deemed clinically appropriate.
    4. The CRCSU will have a well-defined written plan for psychiatric coverage. The plan must address contingency planning for vacations, illnesses, and other extended absences of the primary psychiatric providers. Plans will be reviewed and updated as needed. Plans will be consistent with licensing and DMAS regulations.
    5. The CRCSU will have a well-defined written plan for nursing and/or clinical staff coverage. The plan must address contingency planning for vacations, vacancies, illnesses, and other extended staff absences. Plans will be reviewed and updated as needed. Plans will be consistent with licensing and DMAS regulations.
    6. The CRCSU will have a well-defined written plan for staffing all provider coverage during weather related events and other natural and man-made disasters or public health emergencies. Plans will be reviewed and updated as needed.
    7. CRCSU will have access to a Licensed Mental Health Professional (LMHP) or Licensed Mental Health Professional Eligible (LMHP-E) on-site during business hours and after hours, as needed, for 24/7 assessments.
  - b. Admission and Discharge Process:
    1. Individuals considered for admission should not have reached their 18<sup>th</sup> birthday prior to admission.
    2. The CRCSU shall review and streamline their current admission process to allow for admissions 24 hours a day seven (7) days a week.
    3. The CRCSU shall develop well-defined written policies and procedures for reviewing requests for admission. The CRCSU will maintain written documentation of all requests and denials that include clinical information that could be used for inclusion or exclusion criteria. Admission denials must be reviewed by the LMHP or CSU Director within 72 hours of the denial decision.
    4. The CSU shall agree to the following exclusionary criteria:

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- i. The individual's psychiatric condition is of such severity that it can only be safely treated in an inpatient setting due to violent aggression or other anticipated need for physical restraint, seclusion or other involuntary control
    - a. This may include: Individuals demonstrating evidence of active suicidal behavior. Individuals with current violent felony charges pending. Individuals demonstrating evidence of current assaultive or violent behavior that poses a risk to peers in the program or CRCSU staff. Individuals demonstrating sexually inappropriate behavior, such as sexually touching another child who is significantly older or younger that is not considered developmentally normal, within the last 12 months. Individuals with repetitive fire starter within the last 12 months.
  - ii. The individual's medical condition is such that it can only be safely treated in a medical hospital as deemed by a physician
  - iii. This may include individuals deemed to have medical needs that exceed the capacity of the program.
  - iv. The individual does not voluntarily consent to admission with the exception of temporary detention orders pursuant to §37.2-800 et. seq. and §16.1-335 et seq. of the Code of Virginia
  - v. This may include individuals that are unable or unwilling to participate in the programmatic requirements to ensure safety of staff and residents of the program. Individuals unable or unwilling to participate with the goals set out in individualized service plan (ISP). Individuals who demonstrate or report inability to function in a group setting without causing significant disruption to others and are not able to participate in alternative programming
  - vi. The individual can be safely maintained and effectively participate in a less intensive level of care
  - vii. This may include individuals whose needs can be better met through other services such as; individuals with a primary diagnosis of substance use disorder with current active use, individuals with ID/DD diagnosis better served by REACH programming.
  - viii. The request for service authorization is being pursued to address a primary issue of housing need, including individuals who were in some form of housing placement prior to admission to the RCSU and are not currently allowed to return and do not meet medical necessity criteria
  - ix. Admission does not meet medical necessity criteria and is being used solely as an alternative to incarceration.
  - x. Individuals admitted to the CRCSU should be at risk of serious emotional disturbance or seriously emotionally disturbed. The criteria for determining this is included in the current taxonomy.
- 5. The CRCSU shall accept and admit at least 55% of referrals made.
  - 6. The CRCSU shall develop well-defined written policies and procedures for accepting step-downs from the Commonwealth Center for Children and Adolescents.
  - 7. The CRCSU will follow discharge planning requirements as cited in the DBHDS licensing regulations (12VAC35-105-693).
  - 8. CRCSUs will assess the integrated care needs of individuals upon admission and establish a plan for care coordination and discharge that addresses the individual's specialized care needs consistent with licensing and DMAS medical necessity
- c. Programming
    - 1. The CRCSU will have a well-defined written schedule of clinical programming that covers at least eight (8) hours of services per day (exclusive of meals and breaks), seven (7) days a week. Programming will be trauma informed, appropriate for



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individuals receiving crisis services, and whenever possible will incorporate evidence-based and best practices.

2. Programming must be flexible in content and in mode of delivery in order to meet the needs of individuals in the unit at any point in time.
  3. The CRCSU will maintain appropriate program coverage at all times. The unit will have a written transition staffing plan(s) for changes in capacity.
  4. The CRCSU manager, director, or designee shall implement a review process to evaluate both current and closed records for completeness, accuracy, and timeliness of entries. (12VAC35-105- 920)
  5. Programming will contain a mix of services to include but not limited to: clinical, psycho educational, psychosocial, relaxation, and physical health.
  6. Alternate programming must be available for individuals unable to participate in the scheduled programming due to their emotional or behavioral dysregulation.
  7. The CRCSU manager, director, or designee shall outline how each service offers a structured program of individualized interventions and care designed to meet the individuals' physical and emotional needs; provide protection, guidance and supervision; and meets the objectives of any required individualized services plan. The CRCSU will provide scheduled recreational to include but not limited to: art, music, pet therapy, exercise, and yoga, acupuncture, etc.
- d. Resources:
1. The CRCSU will develop a well-defined written process for building collaborative relationships with private and state facilities, emergency services staff, CSB clinical staff, schools, Family and Assessment Planning Teams (FAPT) and local emergency departments in their catchment area. Ideally, these collaborative relationships will facilitate the flow of referrals to the CRCSU for diversion and step down from a hospital setting and to transition an individual from a CRCSU to a higher level of care. This process will be documented in the CRCSUs policies and procedures.
  2. The CRCSU will participate in meetings in collaboration with DBHDS and other CRCSUs at least quarterly
  2. The CRCSU will comply with all DBHDS licensing requirements.
  3. The CRCSU will provide data as per the provided DBHDS standardized spreadsheet for the CRCSU on a quarterly basis until such time this request is discontinued upon full operation of the retrieval of data from the Crisis Data Platform
  4. The CRCSU will be responsible for the uploading of bed registry data metrics into the Crisis Data Platform as per the DBHDS Bed Registry Standards.
  5. CRCSUs shall be considered regional programs and is not specific to the physical location of the program. The CSBs in the Region will revise the Memorandum of Understanding (MOU) governing the Regional CRCSU and provide this to the Department upon request.
  6. The CRCSU will offer evidence based and best practices as part of their programming and have an implementation/ongoing quality improvement for these in the context of the applicable regulations. The CRCSU shall develop a written plan to maintain utilization at 65% averaged over a year and submit to DBHDS annually, Crisis Services Coordinator with ongoing revisions as needed. DBHDS will review utilization data annually and make adjustments to utilization targets up to 75% required capacity.
  7. The CRCSU will develop a written plan to ensure the CRCSUs remain open, accessible, and available at all times as an integral part of DBHDSs community-based crisis services.
  8. The CRCSU will develop a written plan to accept individuals accepting step-downs from Commonwealth Center for Children and Adolescents.
  9. The CSB shall meet the reporting requirements required in Section 7. Reporting Requirements and Data Quality of the FY 2022 and FY 2023 Community Services Performance Contract. This includes reporting requirements for both CARS and CCS.

**B. The Department Responsibilities:** In order to implement the **Children's Residential Crisis Stabilization Unit** the Department agrees to comply with the following requirements.

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1. The Department shall provide Technical Assistance (TA), to include but not limited to: networking meetings, training, and site visits to the CSB upon request or if the staff determines based on yearly monitoring visits that the project is not accomplishing its mission or meeting its goals as described above.
2. The Department will initiate Quality Improvement Plans (QIP) after Technical Assistance has been provided and a CRCSU continues to not meet established benchmarks and goals. The purpose of the QIP is to have a period of collaborative improvement.
3. The Department will initiate Corrective Action Plans (CAP) if benchmarks and goals continue to not be met after TA and QIPs. There may be times where an issue is so severe that a CAP would be necessary where there was not a QIP in place, but this would be under extenuating circumstances.
4. The Department shall conduct annual monitoring reviews on the procedures outlined above.
5. The Department shall determine need for site visits based on monitoring that the CRCSU is not accomplishing its mission or meeting its goals as described in this document. The CRCSU will construct a corrective action plan for units not meeting their goals and collaborate with the CRCSU to implement the plan.
6. The Department shall monitor data to ensure data submitted through reports meets the expectations as outlined in this document and in the CRCSU written plans
7. The Department shall schedule quarterly meetings with the CCRU points of contact

**C. Reporting Requirements for Children’s Residential Crisis Stabilization Unit.**

1. Annually submit as part of the yearly programmatic monitoring a plan to DBHDS to streamline the admission process to allow for 24 hours a day, 7 day a week admissions.
2. The CRCSU will document in EHR all required elements for service and CCS.
3. Monthly CRCSU will provide additional data points as requested to DBHDS Office of Child and Family Services, no later than the 15<sup>th</sup> of the month following the reporting month.
4. Providing data, as per the provided DBHDS standardized spreadsheet, for the CRCSU on a quarterly basis until such time this request is discontinued upon full operation of the retrieval of data from the Crisis Data Platform;
5. Uploading of bed registry data metrics into the Crisis Data Platform as per the DBHDS Bed Registry Standards per Code of Virginia (Chapter 3, Article 1, 37.2-308.1)

**13.2. Child Psychiatry And Children’s Crisis Response Funding**

**A. The CSB Responsibilities:** In order to implement the CSB Fiscal Agent agrees to comply with the following requirements.

1. The Regional Fiscal Agent shall notify the department of any staffing issues for these services such as a reduction in staffing or an extended vacancy.
2. The Regional Fiscal Agent shall consult with the Office of Child and Family Services about any changes to the services allocation.
3. The CSB may charge an administrative cost in accordance with the role the CSB is serving for the region. The amount of funding that may be retained by the Regional Fiscal Agent for Administrative Costs is as follows:
  - a. If the Regional Fiscal Agent is only passing the funding through to another CSB or service entity and is not entering into a contract or managing the program for which the funds are intended, the Regional
  - b. Fiscal Agent may retain up to 2.5% of the allocation amount for Administrative Costs.
  - c. If the Regional Fiscal Agent is entering into a subcontract with another entity which will allow the third party to administer the service or program, the Regional Fiscal Agent may retain up to 5% of the allocation for Administrative Costs.

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d. If the Regional Fiscal Agent is directly administering the program or service for which the funds are intended, the Regional Fiscal Agent may retain up to 10% of the allocation for Administrative Costs.

4. The Regional Fiscal Agent shall receive monthly Child Psychiatry reports from each CSB which include: the hours of service provided by the child psychiatrist, the number of children served, and consultation hours with other health providers. This shall occur when the Regional Fiscal Agent is passing the funding to another CSB within the region to manage the responsibility of providing psychiatric services.
5. The Regional Fiscal Agent shall provide the executed MOU, MOA, or contract with each CSB to the Department's Office of Child and Family Services for its review.

**B. The Department Responsibilities:** In order to implement the **Child Psychiatry and Children's Crisis Response Funding** the Department agrees to comply with the following requirements.

1. The Department shall distribute the funds in the regular semi-monthly electronic funds transfers, beginning with the July 1 payment of each state fiscal year.
2. The Department shall establish a mechanism for regular review of reporting Child Psychiatry Services through the Child Psychiatry and Children's Crisis Response Funding expenditures, data, and MOUs/MOAs to include a process by the Office of Child and Family Services and will regularly share this data with the CSB's for proactive programming.
3. The Department will annually review Child Psychiatry and Children's crisis response spending.
4. The Department will provide technical assistance as needed.
5. The Department shall provide Technical Assistance (TA) as needed to the CSB's.

**C. Reporting Requirements: For Regional Fiscal Agent for Child Psychiatry and Crisis Response Responsibilities.**

1. The CSB shall account for and report the receipt and expenditure of these performance contract restricted funds separately.
3. The CSB shall adhere to the current Core Services Taxonomy descriptions and classifications of services.
4. The CSB shall provide a copy of a signed MOU/MOA to the Department.
5. The CSB should notify the department of staffing issues for these programs, such as a reduction in staffing or an extended vacancy.
7. The CSB may carry-forward a balance in the Child Psychiatry and Children's Crisis Response Fund during the biennium in which the funds were distributed. If the CSB has a balance of 10% or greater, of the current allocation, at the end of the biennium, the CSB shall work with the OCFS to develop a plan to spend the end of the biennium balance.

**13.3. System Transformation of Excellence and Performance (STEP – VA)**

STEP-VA is an initiative designed to improve the community behavioral health services available to all Virginians. All CSB in Virginia are statutorily required to provide all STEP-VA services. These services include: Same Day Access, Primary Care Screening, Outpatient Services, Crisis Services, Peer and Family Support Services, Psychiatric Rehabilitation, Veterans Services, and Case Management and Care Coordination. Over time, after full implementation of STEP-VA, the Department anticipates fewer admissions to state and private hospitals, decreased emergency room visits, and reduced involvement of individuals with behavioral health disorders in the criminal justice system.

**1. Outpatient Services**

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**Scope of Services and Deliverables**

Outpatient services are considered to be foundational services for any behavioral health system. The Core Services Taxonomy 7.3 states that outpatient services may include diagnosis and evaluation, screening and intake, counseling, psychotherapy, behavior management, psychiatry, psychological testing and assessment, laboratory and ancillary services. As one of the required services for STEP-VA, the purpose of the Outpatient Services step is to ensure the provision of high quality, evidence-based, trauma-informed, culturally-competent, accessible behavioral health services that addresses a broad range of diagnoses and considers an individual's course of illness across the lifespan from childhood to adulthood.

**A. The CSB Responsibilities:** The CSB agrees to comply with the following requirements.

1. The CSB will offer evidence based and best practices as part of their programming and implementation of Outpatient Services to the adults, children and families in the community.
2. The CSB/BHA shall increase capacity and community access to Children's Outpatient services.
3. CSB shall provide an appointment to a high quality CSB outpatient provider or a referral to a non-CSB outpatient behavioral health service within 10 business days of the completed SDA intake assessment, if clinically indicated. The quality of outpatient behavioral health services is the key component of this step.
4. All CSB will establish a quality management program and continuous quality improvement plan to assess the access, quality, efficiency of resources, behavioral healthcare provider training, and patient outcomes of those individuals receiving outpatient services through the CSB. This may include improvement or expansion of existing services, the development of new services, or enhanced coordination and referral process to outpatient services not directly provided by the CSB.
5. CSB shall establish expertise in the treatment of trauma related conditions.
6. CSB should provide a minimum for outpatient behavioral healthcare providers of 8 hours of trauma focused training in treatment modalities to serve adults, children/adolescents and their families within the first year of employment and 4 hours in each subsequent years or until 40 hours of trauma-focused treatment can be demonstrated.
7. The CSB shall complete and submit to the Department quarterly DLA-20 composite scores through CCS as well as provide training data regarding required trauma training yearly in July when completing federal Block Grant reporting.

**B. The Department Responsibilities:** The Department agrees to comply with the following requirements.

1. Conduct in-person or virtual visits/check-ins at least 2 times a year with the CSB program leadership to ensure compliance with the scope and requirements of the regional services; and to review outcomes, which include challenges and successes of the programs.
2. Determine the need for site visits based on monitoring, particularly if the Programs are not accomplishing its missions, and/or meeting its goals as described in this document.

**2. Primary Care Screening and Monitoring**

Any child diagnosed with a serious emotional disturbance and receiving ongoing CSB behavioral health service or any adult diagnosed with a serious mental illness and receiving ongoing CSB behavioral health service will be provided or referred for a primary care screening on a yearly basis.

- A.** For the implementation of "ongoing behavioral health service" is defined as "child with SED receiving Mental Health Targeted Case Management or adult with SMI receiving Mental Health Targeted Case Management". These clients are required to be provided with a yearly primary care screening to include, at minimum, height, weight, blood pressure, and BMI. This

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screening may be done by the CSB or the individual may be referred to a primary care provider to have this screening completed.

- B.** If the screening is done by a primary care provider, the CSB is responsible for the screening results to be entered in the patient's CSB electronic health record. The CSB will actively support this connection and coordinate care with physical health care providers for all service recipients.
- C.** CSB shall screen and monitor any individual over age 3 being prescribed an antipsychotic medication by a CSB prescriber for metabolic syndrome following the American Diabetes Association guidelines.
- D.** Individuals with serious mental illness (SMI), a population primarily served by the CSB, are known to be at higher risk for poor physical health outcomes largely due to unidentified chronic conditions. Therefore it is important for behavioral health staff to provide primary care screening to identify and provide related care coordination to ensure access to needed physical health care.
- E.** For the population includes all individuals over age 3 who receive psychiatric medical services by the CSB. CSB must report the screen completion and monitoring completion in CCS monthly submission.

**3. Same Day Access (SDA)**

SDA means an individual may walk into or contact a CSB to Request mental health or substance use disorder services and receive a comprehensive clinical behavioral health assessment, not just a screening, from a licensed or license-eligible clinician the same day. Based on the results of the comprehensive assessment, if the individual is determined to need services, the goal of SDA is that he or she receives an appointment for face-to-face or other direct services in the program clinical circumstances.

- A.** SDA emphasizes engagement of the individual, uses concurrent EHR documentation during the delivery of services, implements techniques to reduce appointment no shows, and uses centralized scheduling. If it has received state mental health funds to implement SDA, the CSB shall report SDA outcomes through the CCS Extract outcomes file. The CSB shall report the date of each SDA comprehensive assessment, whether the assessment determined that the individual needed services offered by the CSB, and the date of the first service offered at the CSB for all individuals seeking mental health or substance use disorder services from the CSB.
- B.** The Department shall measure SDA by comparing the date of the comprehensive assessment that determined the individual needed services and the date of the first CSB face-to-face or other direct service offered to the individual. SDA benchmarks can be found in Exhibit B of the performance contract.

**4. Service Members, Veterans, and Families (SMVF)**

As one of the nine required services for System Transformation Excellence and Performance (STEP-VA), the purpose of the Service Members Veterans and Families (SMVF) step is to ensure SMVF receive needed mental health, substance abuse, and supportive services in the most efficient and effective manner available. Services shall be high quality, evidence-based, trauma-informed, culturally-competent, and accessible. Per the Code of Virginia, CSB core services, as of July 1, 2021 shall include mental health services for members of the armed forces located 50 miles or more from a military treatment facility and veterans located 40 miles or more from a Veterans Health Administration medical facility.

- A.** All CSB shall ensure they have clinician(s) who specialize in treatment for post-traumatic stress disorder and other forms of trauma including from military and/or combat service including military sexual trauma and substance use disorders.
- B.** CSB shall ensure behavioral health services including but not limited to SMI, SUD, Co-Occurring and Youth/Adolescents. Clinical services for this population shall align with federal

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clinical guidelines from Veterans Affairs and Department of Defense can be found at <https://www.healthquality.va.gov>.

- C. CSB shall identify and refer SMVF seeking services to internal providers that have been trained in military cultural competency (MCC); collaborate with Military Treatment Facilities (MTFs), Veterans Health Administration (VHA) facilities, Virginia Department of Veterans Services (DVS) programs and other external providers to determine SMVF eligibility for services, and assist SMVF with services navigation.
- D. The CSB shall submit information on SMVF receiving services in CCS monthly submission.

### **13.3. Case Management Services Training**

The CSB shall ensure that all direct and contract staff that provide case management services have completed the case management curriculum developed by the Department and that all new staff complete it within 30 days of employment. The CSB shall ensure that developmental disability case managers or support coordinators complete the ISP training modules developed by the Department within 60 days of their availability on the Department's web site or within 30 days of employment for new staff.

### **13.4. Developmental Case Management Services Organization**

The CSB shall structure its developmental case management or support coordination services so that a case manager or support coordinator does not provide a DD Waiver service other than services facilitation and a case management or support coordination service to the same individual. This will ensure the independence of services from case management or service coordination and avoid perceptions of undue case management or support coordination influence on service choices by an individual.

### **13.5. Access To Substance Abuse Treatment For Opioid Abuse**

The CSB shall ensure that individuals requesting treatment for opioid drug abuse, including prescription pain medications, regardless of the route of administration, receive rapid access to appropriate treatment services within 14 days of making the request for treatment or 120 days after making the request if the CSB has no capacity to admit the individual on the date of the request and within 48 hours of the request it makes interim services, as defined in 45 CFR § 96.126, available until the individual is admitted.

### **13.6. Regional Programs**

The CSB shall manage or participate in the management of, account for, and report on regional programs in accordance with the Regional Program Operating Principles and the Regional Program Procedures in the Core Services Taxonomy 7.3. The CSB agrees to participate in any utilization review or management activities conducted by the Department involving services provided through a regional program.

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<b>14. CSB CODE MANDATED SERVICES</b>		
<b>Services</b>	<b>Mandated</b>	<b>Description</b>
<b>Certification of Preadmission Screening Clinicians</b>	VA Code Mandated	The CSB and Department prioritize having emergency custody order or preadmission screening evaluations performed pursuant to Article 16 of Chapter 11 of Title 16.1, Chapters 11 and 11.1 of Title 19.2, and Chapter 8 of Title 37.2 in the Code provided by the most qualified, knowledgeable, and experienced CSB staff.
<b>Department of Justice Settlement Agreement (DOJ SA)</b>	Compliance with DOJ SA	See Exhibit M of the performance contract.
<b>Discharge Planning</b>	VA Code Mandated	Section 37.2-500 of the Code of Virginia requires that CSB must provide emergency services.
<b>Emergency Services Availability</b>	VA Code Mandated	Section 32.2-500 of the code requires the CSB shall have at least one local telephone number, and where appropriate one toll-free number, for emergency services telephone calls that is available to the public 24 hours per day and seven days per week throughout its service area.
<b>Preadmission Screening</b>	VA Code Mandated	The CSB shall provide preadmission screening services pursuant to § 37.2-505 or § 37.2-606, § 37.2-805, § 37.2-809 through § 37.2-813, § 37.2-814, and § 16.1-335 et seq. of the Code and in accordance with the Continuity of Care Procedures in Appendix A of the CSB Administrative Requirements for any person who is located in the CSB's service area and may need admission for involuntary psychiatric treatment. The CSB shall ensure that persons it designates as preadmission screening clinicians meet the qualifications established by the Department per section 4.h and have received required training provided by the Department.
<b>Preadmission Screening Evaluations</b>	VA Code Mandated	1.) The purpose of preadmission screening evaluations is to determine whether the person meets the criteria for temporary detention pursuant to Article 16 of Chapter 11 of Title 16.1, Chapters 11 and 11.1 of Title 19.2, and Chapter 8 of Title 37.2 in the Code and to assess the need for hospitalization or treatment. Preadmission screening reports required by § 37.2-816 of the Code shall comply with requirements in that section.
<b>STEP-VA</b>	VA Code Mandated and Appropriations Act MM.1	Pursuant to 37.2-500 and 37.2-601 of the Code, all CSB shall provide the following services as described in the Taxonomy and report data through CCS 3 and CARS as required by the Department.  Same Day Mental Health Assessment Services (SDA or Same Day Access)  Outpatient Primary Care Screening Services

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		<p>Outpatient Behavioral Health and Substance Use Disorder Services</p> <p>Peer Support and Family Support Services</p> <p>Mental Health Services for Military Service Members, Veterans, and Families (SMVF)</p>
<b>Virginia Psychiatric Bed Registry</b>	VA Code Mandated	The CSB shall participate in and utilize the Virginia Psychiatric Bed Registry required by § 37.2-308.1 of the Code to access local or state hospital psychiatric beds or residential crisis stabilization beds whenever necessary to comply with requirements in § 37.2-809 of the Code that govern the temporary detention process.



**Amendment 1**

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Exhibit I: Behavioral Health Wellness/Prevention Services**

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**Amendment 1****FY22-23 Community Services Performance Contract  
Exhibit I: Behavioral Health Wellness/Prevention Services****A. Required SABG Prevention Set-Aside Frameworks**

- 1. Strategic Prevention Framework (SPF):** The CSB, in partnership with local community coalitions, shall use the data driven Strategic Prevention Framework (SPF) planning model to: complete a needs assessment using community, regional, and state data; build capacity to successfully implement prevention services; develop logic models, inclusive of CSB only programs and coalition partnership efforts, and a strategic plan with measurable goals, objectives, and strategies; implement evidenced-based programs, practices, and strategies that are linked to data and target populations; evaluate program management and decision making for enabling the ability to reach outcomes; plan for the sustainability of prevention outcomes; and utilize culturally appropriate strategies throughout all aspects of the SPF process.

The CSB shall work with OMNI Institute, the Department's evaluation contractor, to develop an evaluation plan for its SABG prevention set aside-funded prevention services, Suicide Prevention, Mental Health First Aid and Problem Gambling Prevention strategies.

- 2. Institute of Medicine (IOM) and Center for Substance Abuse Prevention (CSAP) Six (6) Strategies:** The CSB shall use the IOM model to identify target populations based on levels of risk: universal, selective, and indicated. The CSB shall utilize the CSAPs evidenced- based strategies: information dissemination, education and skill building, alternatives, problem identification and referral, community-based process, and environmental approaches. Community-based process/coalitions and environmental approaches that impact the population as a whole are keys to achieving successful outcomes and are Department priorities.
- 3. Evidence Based Prevention Practice:** The Department prioritizes programs, practices, and strategies that target the prevention of substance use disorders, gambling use disorders and suicide and promotes mental health wellness across the lifespan using data to identify specific targets. The current prevention model best practice and a Department priority is environmental strategies complemented by programs that target the highest risk populations: selective and indicated (refer to subsection 5.b).

All programs, practices, and strategies must link to a current local needs assessment and align with priorities set forth by the Department. Remaining Departmental resources may be utilized to meet additional locally identified needs in the CSB catchment area. Programs, practices, and strategies can be selected from the following resources: Office of Juvenile Justice and Delinquency Prevention Effective, Blueprints Model Programs, Blueprints Promising Programs, Suicide Prevention Resource Center Section 1, Centers for Disease Control and Prevention Evidence-Based Practices and other sources of evidenced based prevention practice.

The CSB must select them based on evidence and effectiveness for the community and target population. All programs, practices, and strategies must be approved by the Department prior to implementation.

Substance abuse prevention services may not be delivered to persons who have substance use disorders in an effort to prevent continued substance use as mandated by the federal Substance Abuse Block grant.

**B. DBHDS Behavioral Health Wellness Priorities**

- 1. SYNAR Strategies- Merchant Education and Counter Tools**

In July 1992, Congress enacted P.L. 102-321 section 1926, the SYNAR Amendment, to decrease youth retail access to tobacco.

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Beginning in FY 2003, the Department allocated \$10,000 annually to the CSB to complete SYNAR-related tasks. To stay in compliance with the SABG, states must meet and sustain the merchant retail violation rate (RVR) under 20 percent or face penalties to the entire SABG, including funds for treatment. Merchant education involves educating local merchants about the consequences of selling tobacco products to youth. This strategy has been effective in keeping state RVR rates under the required 20 percent. The CSB shall conduct merchant education activities with all merchants deemed by the Alcoholic Beverage Control Board to be in violation of selling tobacco products to youth in the CSB's service area. Other merchants shall be added if deemed to be at higher risk due to factors such as being in proximity to schools.

The CSB, itself or in collaboration with the local coalition, shall continuously update the verified list of tobacco retailers, including all retailers selling vapor products, by conducting store audits and recording the data into the Countertools system.

The CSB shall conduct store audits of and merchant education with 100 percent of tobacco retailers in its service area over a two year period. All store audit and merchant education activities shall be documented in the Counter Tools system and recorded in the prevention data system. Tobacco education programs for youth with the goal of reducing prevalence or use are not to be identified as SYNAR activities.

**2. Adverse Childhood Experiences (ACEs) Self-Healing Communities**

ACEs have been connected to physical, emotional and behavioral health consequences in youth and adults to include substance use disorder, depression, anxiety and suicide. The self-healing communities' model builds the capacity of communities to define and solve problems most relevant to their localities to address ACEs and prevent and reduce the impact.

This model starts with training and then expanding leadership in each community. Research shows there is a significant connection between ACEs and suicides and drug overdoses. Helping communities understand the impact of ACEs will expand the leadership capacity necessary to do just that.

**3. Mental Health First Aid (MHFA) and Regional Suicide Prevention Initiatives**

In the FY 2014 budget, an ongoing appropriation was made to expand and support Suicide Prevention and Mental Health First Aid initiatives across the Commonwealth of Virginia in an effort to prevent suicide and reduce the stigma of mental illness and encourage seeking help.

The CSB shall work with the regional MH/Suicide prevention team to provide a regionally developed suicide prevention plan using the Strategic Prevention Framework model.

The plan developed by the team shall identify suicide prevention policies and strategies using the most current data to target populations with the highest rates of suicide. If selected by the region, the CSB shall act as the fiscal agent for the state funds supporting the suicide prevention services. MHFA may be offered by individual CSBs and/or as a part of the regional effort.

**4. Problem Gambling Use Prevention**

Problem Gambling Prevention has been identified through the JLARC November 2019 reports as follows: Additional gambling options in Virginia would increase the number of Virginians at risk of harm from problem gambling. These harms include financial instability and negative impacts on mental health and relationships. The percentage of adult Virginians who experience gambling disorder—a clinical addiction—would be small, but a larger number of gamblers would suffer

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negative effects, as well as their friends and family. Virginia's current problem gambling prevention and treatment efforts are minimal and need to be enhanced, even if gaming is not expanded. States with casinos and other forms of gaming typically use a portion of their gaming tax revenue to fund problem gambling prevention and treatment efforts. An effective problem gambling prevention and treatment program in Virginia could cost \$2 million to \$6 million annually. An effective program would also require collaboration among gaming operators and the state, with the Department of Behavioral Health and Developmental Services leading the state's efforts. DBHDS OBHW partners with local CSBs to implement prevention efforts.

**C. SABG Prevention Proposed Performance Contract Measures**

*To reflect the performance in the above-named categories, we will use the following measures as a minimum requirement:*

Priority	Performance Contract Measures Strategy
<b>General Capacity Requirements</b>	<ol style="list-style-type: none"> <li>1. Each CSB must complete an evaluation plan which is revised and approved annually and includes:               <ol style="list-style-type: none"> <li>a. A logic model which includes all of the required priority strategies all CSBs must implement and any discretionary strategies the CSB has elected to implement.</li> <li>b. A measurement plan documenting how all required metrics will be tracked and reported.</li> </ol> </li> <li>2. All prevention programs, practices, and strategies must be evidence-based and approved by the DBHDS OBHW team. Only strategies that align with the state-identified priorities and/or the CSB's logic model outcomes will be approved.</li> <li>3. Each CSB must maintain a license for the Performance-Based Prevention System (PBPS) and record all implemented strategies in the PBPS.</li> <li>4. Each CSB must maintain a minimum of 1 FTE Prevention Lead position. This position leads and ensures compliance and implementation of all Prevention priority strategies.</li> <li>5. Prevention funding should be used for prevention staff to attend at least one national prevention-related conference per year. Any national conferences outside of the NPN</li> <li>6. Prevention Research Conference, NATCON, CADCA National or Mid-Year Conferences must have prior DBHDS approval. Each CSB receives \$3000 in their base allocation to help support this capacity building effort.</li> </ol>
<b>Community Coalition Development</b>	<ol style="list-style-type: none"> <li>1. The CSB shall be involved in a minimum of 6-10 coalition meetings a year.</li> <li>2. The CSB should maintain membership in CADCA and/or CCoVA each year.</li> <li>3. The CSB and its associated coalition should ensure youth engagement in the coalition either as a sub-group of the coalition or a separate youth coalition.</li> <li>4. The CSB should maintain a social media presence to publicize prevention activities and messaging (Facebook page, Instagram, website, etc.) Websites should be updated monthly at a minimum and social media bi-weekly to ensure information and resources remain relevant and engages the community.</li> <li>5. Every 2 years, each CSB must complete a coalition readiness assessment and an assessment of representation in the coalition of the following 12 sectors: youth; parents; businesses; media; school; youth-serving organizations; law enforcement; religious/fraternal organizations; civic and volunteer organizations; healthcare professionals; state, local and tribal governments; and other organizations involved in reducing illicit substance use.</li> </ol>

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<b>SYNAR: Merchant Education and Counter Tools</b>	<ol style="list-style-type: none"> <li>1. The CSB shall conduct store audits of and merchant education with 100 percent of tobacco/nicotine retailers in its service area over a two-year period. Any retailer to be found in violation in the previous year is to be given priority for merchant education. The CSB also must maintain and update a list of tobacco/nicotine retailers in its catchment area over the two-year period.</li> <li>2. Data must be entered into the Counter Tools and PBPS systems.</li> <li>3. Tobacco education programs for youth with the goal of reducing prevalence of use are not to be identified as SYNAR activities.</li> </ol>
<b>ACEs Self-Healing Communities</b>	<ol style="list-style-type: none"> <li>1. All CSBs should ensure there are at least 2 ACEs master trainers in their catchment area at all times.</li> <li>2. All CSBs must conduct at least 12 ACEs trainings annually.</li> <li>3. All ACEs training data (including number of trainings held and number of people trained) must be reported in PBPS.</li> <li>4. CSBs which are designated as Self-Healing Communities and are receiving additional funding to address ACEs must complete all items noted above <i>and</i> the following:</li> <li>5. Maintain an ACEs self-healing community advisory committee made up of a cross-section of community partners, meets at least quarterly, reviews the Self-Healing Communities logic model and provides ongoing feedback and recommendations on how to best achieve the logic model goals.</li> </ol>
	<ol style="list-style-type: none"> <li>6. Create a logic model specific to the ACEs work that is planned and implemented in the community.</li> <li>7. Submit a quarterly report on all ACEs strategies and measures.</li> <li>8. Engage in a local Trauma-Informed Community Network (TICN) or other trauma-centered coalition.</li> </ol>
<b>MHFA/Suicide Prevention Planning and Trainings</b>	<ol style="list-style-type: none"> <li>1. The CSB shall work with the regional MH/suicide prevention team to provide a regionally developed suicide prevention plan using the Strategic Prevention Framework model. The plan developed by the team shall identify suicide prevention policies and strategies. Strategies should be determined using the most current data and there should be strategies in the plan that are for the community as a whole as well as strategies that target subpopulations with the highest rates of suicide. The plan should also identify the CSB's marketing plan to ensure community groups (schools, faith groups, businesses, etc.) and community members are aware of the mental health and suicide prevention trainings the CSB is providing.</li> <li>2. Each MHFA trainer must provide a minimum of 3 Youth and/or Adult MHFA trainings annually.</li> <li>3. The CSB should ensure a minimum of 45 community participants are trained annually in MHFA (across all MHFA trainers at the CSB; there is no minimum number of trainees for each certified trainer).</li> <li>4. In addition to the required MHFA trainings, a minimum of 3 suicide prevention trainings <i>per trainer</i> must be provided annually. These 3 trainings may be a combination of any of the approved trainings below: <ol style="list-style-type: none"> <li>a. ASIST</li> <li>b. safeTALK</li> <li>c. suicideTALK</li> <li>d. QPR</li> </ol> </li> <li>5. Every year, each CSB will be required to submit a mid-year (April) and end-of-year (September) report which should contain details on trainings implemented, including the number of different groups and community members participating in the trainings.</li> </ol>

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<p><b>Lock &amp; Talk</b></p>	<ol style="list-style-type: none"><li>1. CSBs participating in the Lock and Talk Initiative shall develop an implementation plan that best meets the needs of their respective communities (including strategies to address target populations.) At a minimum CSBs are expected to implement components 1 &amp; 2 below, and strongly encouraged to implement the Gun Shop Project and/or partner with their medical community (pharmacies, medical practices) if the Gun Shop Project is not an appropriate fit for their community.</li><li>2. Lock and Talk Components:<ol style="list-style-type: none"><li>a) Media Campaign Materials (bus ads, posters, billboards, PSA, etc.)</li><li>b) Medication Lock Box/Cable Lock/Trigger Lock Distribution at Event</li><li>c) Gun Shop Project</li></ol></li></ol>
<p><b>Problem Gambling Prevention</b></p>	<p>Each CSB will complete the Problem Gambling strategies as identified by the Problem Gambling Coordinator which includes completion of the initial needs assessment. Additional capacity building and information dissemination will be determined by the results of the needs assessment</p>

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**Department of Behavioral Health and Developmental Services**

This document is designed to provide consistent direction and coordination of activities required of state hospitals and community services boards (CSBs) in the development and implementation of discharge planning. The activities delineated in these protocols are based on or referenced in the Code of Virginia or the community services performance contract. In these protocols, the term CSB includes local government departments with a policy-advisory CSBs, established pursuant to § 37.2-100 of the Code of Virginia, and the behavioral health authority, established pursuant to § 37.2-601 et seq. of the Code of Virginia.

***Shared Values:***

Both CSBs and state hospitals recognize the importance of timely discharge planning and implementation of discharge plans to ensure the ongoing availability of state hospital beds for individuals presenting with acute psychiatric needs in the community. The recognition that discharge planning begins at admission is an important aspect of efficient discharge planning.

The Code of Virginia assigns the primary responsibility for discharge planning to CSBs; however, discharge planning is a collaborative process that must include state hospitals.

Joint participation in treatment planning and frequent communication between CSBs and state hospitals are the most advantageous method of developing comprehensive treatment goals and implementing successful discharge plans. The treatment team, in consultation with the CSB, shall ascertain, document, and address the preferences of the individual and their surrogate decision maker (if one has been designated) in the assessment and discharge planning process that will promote elements of recovery, resiliency, self-determination, empowerment, and community integration.

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**General Requirements**

<b>Regional Responsibility</b>	<b>Responsible Entity</b>	<b>Timeframe</b>
The CSB emergency services clinicians shall complete a tracking form documenting all private hospital contacts prior to seeking a bed of last resort at a state hospital, and transmit the form to the receiving state hospital, along with the preadmission screening form.	CSB emergency services	<i>Upon admission request to state hospital</i>
Each CSB shall provide the DBHDS Director of Community Integration (or designee) with the names of CSB personnel who are serving as the CSB's state hospital discharge liaisons.  The DBHDS Office of Community Integration will update and distribute listings of all CSB discharge planning and state hospital social work contacts to CSB regional managers and state hospital social work directors, with the expectation that these will be distributed to individual CSBs and state hospital social workers.	CSBs  DBHDS Office of Community Integration	<i>At least quarterly, or whenever changes occur</i>  <i>At least quarterly</i>
Each region shall develop a process for developing, updating, and distributing a list of available CSB and regional housing resources funded by DBHDS for individuals being discharged from state hospitals. The resource listing should include willing private providers. Regions shall review and update the list and ensure that it is available to CSB state hospital liaisons, state hospital social work staff, and Central Office Community Transition Specialists to ensure that all resource options are explored for individuals in state hospitals.	CSB regions	<i>Updated at least quarterly</i>
In order to facilitate communication and timely problem solving, each region shall establish, regularly review, and update a regional bidirectional process, with time frames, and clearly defined steps for notification, discussion, and resolution of issues surrounding discharge planning for both adult and geriatric hospitals, to include CSBs, state hospitals, and Central Office levels. A copy of this process shall be submitted to each region's Community Transition Specialist.	CSB regions	<i>Updated as needed</i>

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**Collaborative Responsibilities Following Admission to State Hospitals**

<b>CSB Responsibilities</b>	<b>Timeframe</b>	<b>State Hospital Responsibilities</b>	<b>Timeframe</b>
The CSB emergency services clinician shall notify the CSB discharge planner of every admission to a state hospital	<i>Within 24 hours of the issuance of the TDO</i>		
CSB staff shall participate in discussions to determine whether the state hospital is the most appropriate treatment site	<i>Immediately upon admission and ongoing</i>	State hospital staff shall assess each individual to determine whether the state hospital is the most appropriate treatment site	<i>Immediately upon admission and ongoing</i>
<p>CSB staff shall begin the discharge planning process for both civil and forensic admissions. If the CSB disputes case management CSB/discharge planning responsibility for the individual, the CSB shall notify the state hospital social work director immediately upon notification of the admission (for reference, please see the definition of “case management CSB/CSB responsible for discharge planning” contained in the glossary of this document).</p> <ol style="list-style-type: none"> <li>1. For every admission to a state hospital from the CSB’s catchment area that is not currently open to services at that CSB, the CSB shall open the individual to consumer monitoring and assign case management/discharge planning responsibilities to the appropriate staff.</li> <li>2. The individual assigned to take the lead in discharge planning will ensure that other relevant parties (CSB program staff, private providers, etc.) are engaged with state hospital social work staff.</li> </ol>	<i>Upon admission</i>	<p>State hospital staff shall contact the CSB to notify them of the new admission</p> <p>State hospital staff shall also provide a copy of the admissions information/face sheet to the CSB, as well as the name and phone number of the social worker assigned and the name of the admitting unit</p> <p>For individuals admitted with a primary developmental disability (DD) diagnosis, or a co-occurring mental health and DD diagnosis, the hospital social work director (or designee) shall communicate with the CSB discharge liaison to determine who the CSB has identified to take the lead in discharge planning (CSB liaison or DD staff). At a minimum, the CSB staff is who assigned lead discharge planning responsibilities shall participate in all treatment team meetings and discharge planning meetings; however, it is most advantageous if both staff can participate in treatment teams as much as possible.</p>	<p><i>Within one business day</i></p> <p><i>Within one business day</i></p>

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<p>3. CSB staff shall establish a personal contact (preferably in person) with the hospitalized individual in order to initiate collaborative discharge planning.</p>	<p style="text-align: center;"><i>Within seven calendar days of admission</i></p>		
<p>CSB staff will make arrangements to attend CTP and TPR meetings in person. If CSB staff are unable to physically attend the CTP or TPR meeting, the CSB may request arrangements for telephone or video conference.</p> <p>For NGRI patients with approval for unescorted community not overnight privileges and higher, the CSB NGRI Coordinator shall also make arrangements to attend any CTP and TPR meetings in person, or, if unable to attend in person, may request alternative accommodations.</p> <p>In the event that the arrangements above are not possible, the CSB shall make efforts to discuss the individual's progress towards discharge with the state hospital social worker within two business days of the CTP or TPR meeting.</p>	<p style="text-align: center;"><i>Ongoing</i></p> <p style="text-align: center;"><i>Ongoing</i></p>	<p>State hospital staff shall make every effort to inform the CSB by email of the date and time of CTP meetings. For NGRI patients with approval for unescorted community not overnight privileges and higher, state hospital staff will include the CSB NGRI Coordinator in these notifications.</p> <p>If CTP and TPR meetings must be changed from the originally scheduled time, the state hospital shall make every effort to ensure that the CSB is made aware of this change</p> <p>The CTP meeting shall be held within seven calendar days of admission.</p> <p>Note: It is expected that the state hospital will make every effort to include CSBs in CTP and</p>	<p style="text-align: center;"><i>At least two business days prior to the scheduled meeting</i></p> <p style="text-align: center;"><i>Within seven calendar days of admission</i></p>

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<p>Note: While it may not be possible for the CSB to attend every treatment planning meeting, participation in person or via phone or video conference is expected. This is the most effective method of developing comprehensive treatment goals and implementing efficient and successful discharge plans.</p>	<p style="text-align: center;"><i>Within two business days of the missed meeting</i></p>	<p>TPRs, including providing alternative accommodations (such as phone or video) and scheduling meetings so that liaisons can participate in as many treatment team meetings as possible</p>	
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<p>If the individual’s needs change or as more specific information about the discharge plan becomes available, the CSB staff shall update the discharge plan accordingly</p>	<p><i>Ongoing</i></p>	<p>As an individual’s needs change, the hospital social worker shall document changes in their progress notes and through communications/meetings with the CSB.</p>	<p><i>Ongoing</i></p>
<p>The CSB and the state hospital treatment team shall ascertain, document, and address the preferences of the individual and the surrogate decision maker as to the placement upon discharge. These preferences shall be addressed to the greatest degree possible in determining the optimal and appropriate discharge placement (please see attached memo regarding patient choice in state hospital discharges)</p>			<p><i>Ongoing</i></p>





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NGRI Acquittees		NGRI Acquittees	
<p>The CSB Executive Director shall appoint an individual with the appropriate knowledge, skills, and abilities to serve as NGRI Coordinator for their agency (please see glossary for specific requirements)</p> <p>The CSB NGRI Coordinator or designee (with decision-making and signatory authority) shall attend in person or via telephone any meetings scheduled to discuss an acquittee’s appropriateness for privilege level increases at the unescorted community not overnight privilege level or higher.</p> <p>The CSB NGRI Coordinator shall review, edit, sign, and return the risk management plan (RMP) for individuals adjudicated as NGRI</p> <p>The CSB NGRI Coordinator shall develop and transmit to the state hospital a fully developed conditional release plan (CRP) or unconditional release plan (UCRP) with all required signatures</p> <p>Please note: For some NGRI patients, the RMP or CRP may involve more than one CSB. It is</p>	<p><i>Ongoing. Changes in assigned NGRI Coordinator should be communicated to DBHDS Central Office Forensics staff</i></p> <p><i>Ongoing</i></p> <p><i>Within 10 business days of receiving notice from the state hospital</i></p>	<p>State hospital staff shall provide notice to the NGRI Coordinator of any meetings scheduled to review an acquittee’s appropriateness for a privilege increase or release</p> <p>The state hospital shall provide notice to CSB staff, including the CSB NGRI Coordinator, of the need for a risk management plan (RMP), a Conditional Release Plan (CRP), or an Unconditional Release Plan (UCRP) once the determination has been made that a packet must be completed</p> <p>The state hospital shall complete the packet requesting an increase in privilege level or release</p>	<p><i>At least two business days prior to the scheduled meeting</i></p> <p><i>Within one business day of the treatment team identifying the individual as being eligible for a privilege increase or release</i></p> <p><i>Within 10 business days of the treatment team identifying the individual as being eligible for a privilege increase</i></p>

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<p>essential that the CSB responsible for the development of these plans communicates efficiently with other involved CSBs, and ensures that these plans are signed as soon as possible according to the time frames above.</p>	<p><i>Within 10 business day of being notified that the individual has been recommended for release</i></p>		
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<b>Assisted Living (ALF) Referrals</b>		<b>Assisted Living Referrals</b>	
<p>The CSB shall obtain verbal consent and releases from the individual or the surrogate decision maker to begin initial contacts to facilities regarding bed availability and willingness to consider the individual for placement.</p> <p>The CSB shall obtain required documentation and send referral packets to multiple potential placements. The referrals are to be sent simultaneously.</p> <p>If the CSB does not receive a response from a potential placement, the CSB shall be follow up with providers regarding potential placements. It is expected that the CSB will continue to communicate with the provider about potential placement until a disposition decision is reached or the patient discharges to a different placement.</p> <p>If it is determined that a secure Memory Care unit is recommended and that DAP will be required to fund this placement, the CSB shall completed the Memory Care Justification form, submit to the Community Transition Specialist for their hospital, and receive approval prior to referring to secure memory care units.</p>	<p><i>As soon as an ALF is being considered, and prior to the individual being determined to be RFD</i></p> <p><i>Within one business day after the individual is rated as RFD</i></p> <p><i>Within five business days of sending the referral</i></p>	<p>The state hospital shall complete the UAI.</p> <p>The state hospital shall transmit the UAI to the CSB</p> <p>The state hospital shall assist in the facilitation of interviews/assessments required by potential ALF providers</p>	<p><i>Within five business days of the individual being found discharge ready level 2</i></p> <p><i>Immediately upon completion of the UAI</i></p> <p><i>As requested</i></p>

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	<i>Prior to referring to private pay Memory Care units</i>		
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<b>Nursing Home (NH) Referrals</b>		<b>Nursing Home Referrals</b>	
<p>The CSB shall obtain verbal consent and releases from the individual or the surrogate decision maker to begin initial contacts regarding bed availability and willingness to consider the individual for placement.</p> <p>The CSB shall obtain required documentation and send referral packets to multiple potential placements. The referrals are to be sent simultaneously.</p> <p>If the CSB does not receive a response from a potential placement, the CSB shall follow up with providers regarding potential placements. It is expected that the CSB will continued to communicate with the provider about potential placement until a disposition decision is reached or the patient discharges to a different placement.</p>	<p><i>As soon as an NH is being considered, and prior to the individual being determined to be RFD</i></p> <p><i>Within one business day after the individual is rated as RFD</i></p> <p><i>Within five business days of sending the referral</i></p>	<p>The state hospital shall complete the UAI</p> <p>For individuals who require PASRR screening, the state hospital shall send the referral packet to Ascend</p> <p>The results of the level 2 PASRR screening shall be transmitted to the CSB</p> <p>The state hospital shall assist in the facilitation of interviews/assessments required by potential nursing home providers</p>	<p><i>Within five business days of the individual being found discharge ready level 2</i></p> <p><i>Within one business day of the individual being found clinically ready for discharge</i></p> <p><i>Immediately upon receipt of the screening results</i></p> <p><i>As requested</i></p>

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<p style="text-align: center;"><b>Shelter Placements</b></p> <p>Both the CSB responsible for discharge planning, and the CSB that serves the catchment area where the shelter is located shall follow the same procedures as outlined in the CSB transfers section for out of catchment placements.</p>		<p style="text-align: center;"><b>Shelter Placements</b></p> <p>If discharge to a shelter is clinically recommended and the individual or their surrogate decision maker agrees with this placement, the hospital social worker shall document this recommendation in the medical record. The hospital social worker shall notify the director of social work when CSB consultation has occurred. The director of social work shall review the plan for discharge to a shelter with the medical director (or their designee). Following this review, the medical director (or designee) shall document endorsement of the plan for discharge to a shelter in the individual’s medical record.</p> <p>In the case of out of catchment shelter placements, hospital staff shall notify both the CSB responsible for discharge planning, as well as the CSB that serves the catchment area of the shelter.</p>
		<i>Prior to discharge</i>





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<p>and/or the individual’s surrogate decision maker.</p> <p>The CSB shall locate and secure needed specialists who will support the individual in the community at discharge.</p> <p>If required, the CSB shall facilitate the transfer of case management responsibilities to the receiving CSB according to the <i>Transferring Support Coordination/DD Waiver Slots</i> policy.</p> <p>The CSB shall request an emergency DD waiver slot if the individual is determined to be eligible for waiver, prior to requesting DAP funding.</p> <p>If it is anticipated that an individual with a DD diagnosis is going to require transitional funding, the CSB shall completed an application for DD crisis funds.</p>	<p><i>At the time that an individual is rated a discharge ready level 2</i></p> <p><i>Ongoing</i></p> <p><i>Prior to discharge</i></p> <p><i>According to timelines set forth in the transfer procedure</i></p> <p><i>Immediately upon notification of need</i></p>	<p>Note: When requested referrals or assessments are not completed in a timely manner, the state hospital director shall contact the CSB Executive Director to resolve delays in the referral and assessment process.</p>	<p style="text-align: center;"><i>Ongoing</i></p>
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	<i>Immediately upon notification of need</i>		
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**Readiness for Discharge**

<b>CSB Responsibilities</b>	<b>Timeframe</b>	<b>State Hospital Responsibilities</b>	<b>Timeframe</b>
Once the CSB has received notification of an individual's readiness for discharge, they shall take immediate steps to implement the discharge plan	<i>Immediately upon notification</i>	The treatment team shall assess and rate the clinical readiness for discharge for all individuals  The state hospital social worker shall notify the CSB through the use of email when the treatment team has made a change to an individual's discharge readiness rating. This includes when an individual is determined to be ready for discharge and no longer requires inpatient level of care. Or, for voluntary admissions, when consent has been withdrawn.	<i>A minimum of weekly</i>  <i>Within one business day</i>
In response to the state hospital's weekly email including all patients who are RFD, the CSB	<i>Within two business days</i>	On weeks in which CSB and state hospital census/barriers meetings do not occur, the state	<i>Weekly</i>

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<p>shall “reply all” with discharge planning updates.</p> <p>Note: These email correspondences are not required to occur on weeks when CSBs and state hospitals collaboratively review patients who are ready for discharge. These notifications and responses shall occur for all individuals, including individuals who were diverted from other state hospitals.</p>		<p>hospital shall use encrypted email to provide notification to each CSB’s liaison, the liaison’s supervisor, the CSB behavioral health director or equivalent, the CSB executive director, the state hospital social work director, the state hospital director, the appropriate Regional Manager, and the Central Office Community Transition Specialist (and others as appropriate) of every individual who is ready for discharge, including the date that the individual was determined to be clinically ready for discharge.</p> <p>Note: These notifications and responses shall occur for all individuals, including individuals who were diverted from other state hospitals.</p>	
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**Clinical Readiness for Discharge Rating Scale**

- 1. Clinically Ready for Discharge**
  - Has met treatment goals and no longer requires inpatient hospitalization
  - Is exhibiting baseline behavior that is not anticipated to improve with continued inpatient treatment
  - No longer requires inpatient hospitalization, but individual/family/surrogate decision maker is reluctant to participate in discharge planning
  - NGRI patients with 48 hour passes and utilizing passes for 6 months with clinical stability
  - NGRI patients with 48 hour passes and have FRP approval for conditional or unconditional release -
  - NGRI patients with 48 hour passes and have FRP approval for conditional or unconditional release and court has denied release\*
  - URIST with court oversight: clinically stable, evaluations completed and ready to be discharged\*
  - Any civil patient for which the barrier to discharge is not clinical stability
- 2. Almost Clinically Ready for Discharge**
  - Has made significant progress towards meeting treatment goals, but needs additional inpatient care to fully address clinical issues and/or there is a concern about adjustment difficulties
  - Can take community trial visits to assess readiness for discharge; may have the civil privilege level to go on temporary overnight visits
  - NGRI with unescorted community visits, including 48 hour passes for up to six months prior to FRP approval.
  - Other forensic legal status: significant clinical improvement, evaluations not yet completed
- 3. Not Clinically Ready for Discharge**
  - Has not made significant progress towards treatment goals and requires treatment and further stabilization in an acute psychiatric inpatient setting
  - NGRI and does not have unescorted community visits privilege
  - Other forensic legal status: may present with symptoms, willing to engage in treatment, evaluations not yet completed
- 4. Significant Clinical Instability Limiting Privileges and Engagement in Treatment**
  - Not nearing psychiatric stability
  - Requires constant 24 hour a day supervision in an acute inpatient psychiatric setting
  - Presents significant risk and/or behavioral management issues that requires psychiatric hospitalization to treat
  - Unable to actively engage in treatment and discharge planning, due to psychiatric or behavioral instability
  - Other forensic legal status: not psychiatrically stable or nearing psychiatric stability, evaluations not completed

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*\*For any patient in which the legal system (e.g. court system, probation, etc.) is required to approve their discharge plan, their designation on the discharge ready list should be notated with a double asterisk(\*\*)*

***Note: Discharge planning begins at admission and is continuously active throughout hospitalization, independent of an individual's clinically readiness for discharge rating.***

**Discharge Readiness Dispute Process for State Hospitals, CSBs, and DBHDS Central Office**

1. The CSB shall notify the state hospital social work director (or designee), in writing, of their disagreement with the treatment team's designation of the individual's clinical readiness for discharge within three calendar days (72 hours) of receiving the discharge readiness notification.
2. The state hospital social work director (or designee) shall initiate a resolution effort to include a meeting with the state hospital and CSB staff at a higher level than the treatment team (including notification to the CSB executive director and state hospital director), as well as a representative from the Central Office Community Integration Team. This meeting shall occur within one business day of receipt of the CSB's written disagreement.
3. If the disagreement remains unresolved, the Central Office Community Integration Team will immediately give a recommendation regarding the patient's discharge readiness to the DBHDS Commissioner. The Commissioner shall provide written notice of their decision regarding discharge to the CSB executive director and state hospital director.
4. During the dispute process outlined above, the CSB shall formulate a discharge plan that can be implemented within three business days if the decision is in support of clinical readiness for discharge.
5. Should the Commissioner determine that the individual is clinically ready for discharge and the CSB has not developed a discharge plan to implement immediately, then the discharge plan shall be developed by the Department and the Commissioner may take action in accordance with Virginia Code § 37.2-505(A)(3).

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**Finalizing Discharge**

**Joint Responsibility of the State Hospital, CSB, and DBHDS Central Office**

At a minimum, twice per month the state hospital and CSB staff shall review individuals rated a 1 on the clinical readiness for discharge scale. Individuals rated a 2 on the clinical readiness for discharge scale shall be jointly reviewed at least once per month. To ensure that discharge planning is occurring at an efficient pace, the CSB shall provide updated discharge planning progress that shall be documented in these reviews. The regional utilization structures shall review at least monthly the placement status of those individuals who are on the Extraordinary Barriers List (EBL).

The Office of Community Integration shall monitor the progress of those individuals who are identified as being ready for discharge, with a specific focus on individuals who are on the EBL.

When a disagreement between the state hospital and the CSB occurs regarding the discharge plan for an individual, both parties shall attempt to revolve the disagreement and will include the individual and their surrogate decision maker, if appropriate. If these parties are unable to reach a resolution, the state hospital will notify their Central Office Community Transition Specialist within three business days to request assistance in resolving the dispute.

<b>CSB Responsibilities</b>	<b>Timeframe</b>	<b>State Hospital Responsibilities</b>	<b>Timeframe</b>
In the event that the CSB experiences extraordinary barriers to discharge and is unable to complete the discharge within seven (7) calendar days of the determination that the individual is clinically ready for discharge, the CSB shall document in the CSB medical record the reason(s) why the discharge cannot occur within seven (7) days of determination. The documentation shall describe the barriers to discharge (i.e. reason for placement on the Extraordinary Barriers List (EBL) and the specific steps being taken by the CSB to address these barriers.	<i>Within seven (7) calendar days of determination that individual is clinically ready for discharge</i>		

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<p>The reduce readmissions to state hospitals, CSBs, in conjunction with the treatment team, shall develop and complete (when clinically indicated) a safety and support plan as part of the individual's discharge plan</p> <p>Note: Safety and support plans are generally not required for court-ordered evaluations, restoration to competency cases, and jail transfers; however, at the clinical discretion of the CSB and/or treatment team, the development of a safety and support plan may be advantageous when the individuals presents significant risk factors, and for those individuals who will be returning to the community following a brief incarceration period.</p> <p>Exception: Due to having a risk management plan as part of the conditional release plan, NGRI acquittees do not require a safety and support plan</p>	<p><i>Prior to discharge</i></p>	<p>The state hospital shall collaborate and provide assistance in the development of safety and support plans</p> <p>Note: Safety and support plans are generally not required for court-ordered evaluations, restoration to competency cases, and jail transfers; however, at the clinical discretion of the CSB and/or treatment team, the development of a safety and support plan may be advantageous when the individuals presents significant risk factors, and for those individuals who will be returning to the community following a brief incarceration period.</p> <p>Exception: Due to having a risk management plan as part of the conditional release plan, NGRI acquittees do not require a safety and support plan</p>	<p><i>Prior to discharge</i></p>
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<p>necessary services in the release plan are permanently unavailable, resulting in increased risk to the community or to the NGRI acquttee.</p> <p>For individuals who are enrolled in CSB DD services, please follow the <i>Transferring Support Coordination/DD Waiver Slots</i> policy.</p>			
<p>At a minimum, the CSB responsible for discharge and the CSB that serves the discharge catchment area shall collaborate prior to the actual discharge date. The CSB responsible for discharge planning is responsible for completing the discharge plan, conditional release plan, and safety and support plan (if indicated), and for the scheduling of follow up appointments.</p> <p>While not responsible for the development of the discharge plan and the safety and support plan, the CSB that serves the catchment area where the patient will be discharged should be actively involved in the development of these plans. The arrangements for and logistics of this</p>	<p><i>Prior to discharge</i></p>		

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<p>involvement are to be documented in the discharge plan and the individual's medical record.</p> <p>The CSB responsible for discharge planning shall provide the CSB that serves the catchment area where the patient will be discharging with copies of all relevant documentation related to the treatment of the individual.</p>	<p><i>Prior to discharge</i></p>		
<p>If the two CSBs cannot agree on the transfer, they shall seek resolution from the Director of Community Integration (or designee). The CSB responsible for discharge planning shall initiate this contact</p>	<p><i>Within three calendar days of notification of intent to transfer</i></p>		

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**Glossary**

**Acute Admissions or Acute Care Services:** Services that provide intensive short-term psychiatric treatment in state mental health hospitals.

**Case Management CSB/CSB Responsible for Discharge Planning:** The public body established pursuant to § 37.2-501 of the *Code of Virginia* that provides mental health, developmental, and substance abuse services within each city and county that established it and in which an adult resides or in which surrogate decision maker resides. The case management CSB is responsible for case management and liaising with the hospital when an individual is admitted to a state hospital, and for discharge planning. If the individual or surrogate decision maker chooses for the individual to reside in a different locality after discharge from the state hospital, the CSB serving that locality becomes the receiving CSB and works with the CSB responsible for discharge planning/referring CSB, the individual, and the state hospital to effect a smooth transition and discharge. The CSB responsible for discharge planning is ultimately responsible for the completion of the discharge plan. Reference in these protocols to CSB means CSB responsible for discharge planning, unless the context clearly indicates otherwise.

Case management/ CSB responsible for discharge planning designations may vary from the definition above under the following circumstances:

- When the individual's living situation is unknown or cannot be determined, or the individual lives outside of Virginia, the CSB responsible for discharge planning is the CSB which completed the pre-screening admission form.
- For individuals who are transient or homeless, the CSB serving the catchment area in which the individual is living or sheltered at the time of pre-screening is the CSB responsible for discharge planning.
- When a CSB other than the pre-screening CSB is continuing to provide services and supports to the individual, then the CSB responsible for discharge planning is the CSB providing those services and supports.
- For individuals in correctional facilities, in local hospitals, or Veteran's Administration facilities, or in regional treatment/detox programs, the CSB responsible for discharge planning is the CSB serving the catchment area in which the individual resided prior to incarceration, or admission to local hospitals, Veterans Administration facilities, or regional detox programs
- In instances in which there is a dispute related to which CSB is responsible for discharge planning, the state hospital will work collaboratively with the CSBs involved to determine which CSB is responsible within two business days. If resolution cannot be reached, the state hospital will contact their Community Transition Specialist who will make a determination based on the available information.

**Comprehensive Treatment Planning Meeting:** The meeting, which follows the initial treatment meeting and occurs within seven days of admission to a state hospital. At this meeting, the individual's comprehensive treatment plan (CTP) is developed by the treatment team in consultation with the

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individual, the surrogate decision maker, the CSB and, with the individual's consent, family members and private providers. The purpose of the meeting is to guide, direct, and support all treatment aspects for the individual.

**Co-occurring Disorders:** Individuals are diagnosed with more than one, and often several, of the following disorders: mental health disorders, developmental disability, or substance use disorders. Individuals may have more than one substance use disorder and more than one mental health disorder. At an individual level, co-occurring disorders exist when at least one disorder of each type (for example: a mental health and substance use disorder or developmental disability and mental health disorder) can be identified independently of the other and are not simply a cluster of symptoms resulting from a single disorder.

**Discharge Plan or Pre-Discharge Plan:** Hereafter referred to as the discharge plan, means an individualized plan for post-hospital services that is developed by the case management CSB in accordance with § 37.2-505 and § 16.1-346.1 of the Code of Virginia in consultation with the individual, surrogate decision maker, and the state hospital treatment team. This plan must include the mental health, developmental, substance abuse, social, educational, medical, employment, housing, legal, advocacy, transportation, and other services and supports needed by the individual, consistent with subdivision A.3 of § 37.2-505, following an episode of hospitalization and must identify the public or private providers that have agreed to provide these services and supports. The discharge plan is required by § 37.2-505, § 16.1-346.1, and § 37.2-508 of the Code of Virginia.

**Level 2 PASRR Screening:** Federal law requires that all individuals (regardless of payer source) who apply as a new admission to a Medicaid-certified nursing facility (NF) be evaluated for evidence of possible mental illness or intellectual disability. This evaluation and determination is conducted to ensure that individuals are placed appropriately, in the least restrictive setting possible, and that individuals receive needed services, wherever they are living. The process involves two steps, known as Level 1(UAI) and Level 2 screening. The use of a Level 1 and Level 2 screening and evaluation is known as the Preadmission Screening and Resident Review (PASRR) process. In Virginia, level 2 PASRR screenings are conducted by Ascend. Individuals with a sole or primary diagnosis of dementia are exempt from Level 2 screenings.

**NGRI Coordinator (CSB):** Required knowledge:

- Understanding of the basic criminal justice process and the Virginia Code related to insanity acquittees
- Understanding of risk assessment and risk management in the community as well as the knowledge of what community resources are needed for risk management
- Ability to work with an interdisciplinary team
- Ability to communicate well, particularly knowledge of how to write to the court and how to verbally present information in a courtroom setting
- Knowledge of person-centered planning practices that emphasizes recovery principals.



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Responsibilities:

1. Serving as the central point of accountability for CSB-assigned acquirtees in DBHDS state hospitals
  - a. Ensuring adequate and prompt communication with state hospital staff, Central Office staff, and their own agency staff related to NGRI patients
  - b. Working with state hospital staff to resolve any barriers to treatment or release planning for NGRI patients
  - c. Participating in all meetings where their presence is necessary in order to make decisions related to NGRI privilege increases or release
  - d. Jointly preparing Risk Management Plans, Conditional Release Plans, or Unconditional Release Plans; Promptly responding to requests for modifications, reconciling differences, and returning signed documents to prevent delays to NGRI patient progress towards discharge
2. Serving as the central point for accountability and overseeing compliance of the CSB and the NGRI acquirtee when court ordered for Conditional Release:
  - a. Oversee compliance of the CSB with the acquirtee's court-ordered Conditional Release Plan (CRP).
  - b. Monitor the provision of CSB and non-CSB services in the CRP through agreed-upon means, including written reports, observation of services, satisfaction of the acquirtee, etc.
  - c. Assess risk on a continuous basis and make recommendations to the court
  - d. Be the primary point of contact for judges, attorneys, and DBHDS staff.
  - e. Coordinate the provision of reports to the courts & DBHDS in a timely fashion
  - f. Assure that reports are written professionally and address the general and special conditions of the CRP with appropriate recommendations
  - g. Prepare correspondence to the courts and DBHDS regarding acquirtee non-compliance to include appropriate recommendations for the court to consider
  - h. Provide adequate communication and coordinate the re-admission of NGRI acquirtees to the state hospital when necessary
  - i. Represent the CSB in court hearings regarding insanity acquirtees
3. Maintain training and expertise needed for this role.
  - a. Agree to participate in any and all DBHDS-developed training developed specifically for this role
  - b. Agree to seek out consultation with DBHDS as needed
  - c. Train other CSB staff and other provider staff (as appropriate) regarding the responsibilities of working with insanity acquirtees, including the monthly and 6 month court reports

**Primary Substance Use Disorder:** An individual who is clinically assessed as having one or more substance use disorder per the current Diagnostic and Statistical Manual of Mental Disorders (DSM) with the substance use disorder being the "principle diagnosis" (i.e. the condition established after evaluation to be chiefly responsible for the admission). The individual may not have a mental health disorder per the current DSM or the mental health disorder is not the principle diagnosis.

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**Releases of Information:** The practice of authorizing a healthcare entity to release protected health information to other healthcare providers, non-healthcare organizations, or individuals. Obtaining a signed release of information is best practice and should occur if at all possible; however, collaboration and information sharing for the purposes of discharge planning does not require a release of information, with the exception of SUD information protected by 42 CFR Part 2. While releases of information are best practice, they should not be a barrier to discharge. These activities are explained in the Code of Virginia § 37.2-839. Additionally please see HIPAA requirements on [Treatment, Payment, & Health Care Operations](#). Lastly this provision is covered in the Human Right Regulations 12VAC35-115-80- B.8.g.

**State Hospital:** A hospital or psychiatric institute, or other institution operated by DBHDS that provides acute psychiatric care and treatment for persons with mental illness

**Surrogate Decision Maker:** A person permitted by law or regulations to authorize the disclosure of information or give consent for treatment and services, including medical treatment, or participation in human research, on behalf of an individual who lacks the mental capacity to make these decisions. A surrogate decision maker may include an attorney-in-fact, health care agent, legal guardian, or, if these are not available, the individual's family member (spouse, adult child, parent, adult brother or sister, or any other relative of the individual) or a next friend of the individual (defined in 12VAC35-115-146).

**Treatment Team:** The group of individuals responsible for the care and treatment of the individual during the period of hospitalization. Team members shall include, at a minimum, the individual receiving services, psychiatrist, a psychologist, a social worker, and a nurse. CSB staff shall actively participate, collaborate, and consult with the treatment team during the individual's period of hospitalization. The treatment team is responsible for providing all necessary and appropriate supports to assist the CSB in completing and implementing the individual's discharge plan.

**Treatment Plan:** A written plan that identifies the individual's treatment, educational/vocational and service needs, and states the goals, objectives, and interventions designed to address those needs. There are two sequential levels of treatment plans:

1. The "initial treatment plan," which directs the course of care during the first hours and days after admission; and
2. The "comprehensive treatment plan (CTP)," developed by the treatment team with CSB consultation, which guides, directs, and supports all treatment of the individual.

**Treatment Plan Review (TPR):** Treatment planning meetings or conferences held subsequent to the CTP meeting.

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### **Collaborative Discharge Requirements for Community Services Boards and State Hospitals**

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##### **CSB State Hospital Discharge Planning Performance Measures**

1. Eligible patients will be seen by CSB staff (outpatient therapist, case manager, psychiatrist, etc.) within seven calendar days of discharge from a state hospital (assessments by emergency services are not considered follow-up appointments). 80% of eligible patients will be seen by a CSB clinical staff member within seven calendar days of the discharge date.
2. CSBs will have a state hospital 30 day readmission rate of 7% or below
3. Patients followed by CSBs will have an average length of stay on the extraordinary barriers list (EBL) of 60 days or less. \*Please note this measure will exclude NGRI patients.
4. CSBs that serve a population of 100,000 or more will have an average daily census of ten (10) beds or less per 100,000 adult and geriatric population. DBHDS shall calculate the CSBs' average daily census per 100,000 for the adult and geriatric population for patients with the following legal statuses: civil temporary detention order, civil commitment, court mandated voluntary, voluntary, and NGRI patients with 48 hours unescorted community visit privileges.

**All data performance measure outcomes will be distributed to CSBs by DBHDS on a monthly basis.**

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**Exhibit M: Department of Justice Settlement Agreement Requirements**

The CSB and the Department agrees to comply with the following requirements in the Settlement Agreement for Civil Action No: 3:12cv00059-JAG between the U.S. Department of Justice (DOJ) and the Commonwealth of Virginia, entered in the U. S. District Court for the Eastern District of Virginia on August 23, 2012 [section IX.A, p. 36], and in compliance indicators agreed to by the parties and filed with the Court on January 14, 2020.

Sections identified in text or brackets refer to sections in the agreement requirements that apply to the target population defined in section III.B of the Agreement: individuals with developmental disabilities who currently reside in training centers, (ii) meet criteria for the DD Waiver waiting list, including those currently receiving DD Waiver services, or (iii) reside in a nursing home or an intermediate care facility (ICF).

- 1.) Case Managers or Support Coordinators shall provide anyone interested in accessing DD Waiver Services with a DBHDS provided resource guide that contains information including but not limited to case management eligibility and services, family supports- including the IFSP Funding Program, family and peer supports, and information on the My Life, My Community Website, information on how to access REACH services, and information on where to access general information. [section III.C.2. a-f, p. 1].
- 2.) Case management services, defined in section III.C.5.b, shall be provided to all individuals receiving Medicaid Home and Community-Based Waiver services under the Agreement by case managers or support coordinators who are not directly providing or supervising the provision of Waiver services to those individuals [section III.C.5.c, p. 8].
- 3.) For individuals receiving case management services pursuant to the Agreement, the individual's case manager or support coordinator shall meet with the individual face-to-face on a regular basis and shall conduct regular visits to the individual's residence, as dictated by the individual's needs [section V.F.1, page 26].
  - a. At these face-to-face meetings, the case manager or support coordinator shall: observe the individual and the individual's environment to assess for previously unidentified risks, injuries, needs, or other changes in status; assess the status of previously identified risks, injuries, needs, or other changes in status; assess whether the individual's individual support plan (ISP) is being implemented appropriately and remains appropriate for the individual; and ascertain whether supports and services are being implemented consistent with the individual's strengths and preferences and in the most integrated setting appropriate to the individual's needs.
  - b. The case manager or support coordinator shall document in the ISP the performance of these observations and assessments and any findings, including any changes in status or significant events that have occurred since the last face-to-face meeting.
  - c. If any of these observations or assessments identifies an unidentified or inadequately addressed risk, injury, need, or change in status, a deficiency in the individual's support plan or its implementation, or a discrepancy between the implementation of supports and services and the individual's strengths and preferences, then the case manager or support coordinator shall report and document the issue in accordance with Department policies and regulations, convene the individual's service planning team to address it, and document its resolution.
- 4.) DBHDS shall develop and make available training for CSB case managers and leadership staff on how to assess change in status and that ISPs are implemented appropriately. DBHDS shall provide a tool with elements for the case managers to utilize during face-to-face visits to assure that changes in status as well as ISP are implemented appropriately and documented.
  - a. CSB shall ensure that all case managers and case management leadership complete the training that helps to explain how to identify change in status and that elements of the ISP are implemented appropriately. The CSB shall deliver the contents of the DBHDS training through support coordinator supervisors or designated trainers to ensure case managers understand the definitions of a change in

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status or needs and the elements of appropriately implemented services, as well as how to apply and document observations and needed actions.

- b. CSB shall ensure that all case managers use the DBHDS On-Site Visit Tool during one face-to-face visit each quarter for individuals with Targeted Case Management and at one face-to-face visit per month for individuals with Enhanced Case Management to assess at whether or not each person receiving services under the waiver experienced a change in status and to assess whether or not the ISP was implemented appropriately.
- 5.) Using the process developed jointly by the Department and Virginia Association of Community Services Boards (VACSB) Data Management Committee (DMC), the CSB shall report the number, type, and frequency of case manager or support coordinator contacts with individuals receiving case management services [section V.F.4, p. 27].
  - 6.) The CSB shall report key indicators, selected from relevant domains in section V.D.3 on page 24, from the case manager's or support coordinator's face-to-face visits and observations and assessments [section V.F.5, p 27]. Reporting in WaMS shall include the provision of data and actions related to DBHDS defined elements regarding a change in status or needs and the elements of appropriately implemented services in a format, frequency, and method determined by DBHDS [section III.C.5.b.i.].
  - 7.) The individual's case manager or support coordinator shall meet with the individual face-to-face at least every 30 days (including a 10 day grace period but no more than 40 days between visits), and at least one such visit every two month must be in the individual's place of residence, for any individuals who [section V.F.3, pages 26 and 27]:
    - a. Receive services from providers having conditional or provisional licenses;
    - b. Have more intensive behavioral or medical needs as defined by the Supports Intensity Scale category representing the highest level of risk to individuals
    - c. Have an interruption of service greater than 30 days;
    - d. Encounter the crisis system for a serious crisis or for multiple less serious crises within a three-month period;
    - e. Have transitioned from a training center within the previous 12 months; or
    - f. Reside in congregate settings of five or more individuals. Refer to Enhanced Case Management Criteria Instructions and Guidance issued by the Department.
  - 8.) Case managers or support coordinators shall give individuals a choice of service providers from which they may receive approved DD Waiver services, present all options of service providers based on the preferences of the individuals, including CSB and non-CSB providers, and document this using the Virginia Informed Choice Form in the waiver management system (WaMS) application. [section III.C.5.c, p. 8]. The CSB SC will complete the Virginia Informed Choice form to document provider and SC choice for Regional Support Team referrals, when changes in any provider, service, or service setting occurs, a new service is requested, the individual is dissatisfied with a service or provider, and no less than annually.
  - 9.) The CSB shall complete the Support Coordinator Quality Review process for a statistically significant sample size as outlined in the Support Coordinator Quality Review Process.
    - a. DBHDS shall annually pull a statistically significant stratified sample of individuals receiving HCBS waiver and send this to the CSB to be utilized to complete the review.
    - b. Each quarter, the CSB shall complete the number of Support Coordinator Quality Reviews and provide data to DBHDS as outlined by the process.
    - c. DBHDS shall analyze the data submitted to determine the following elements are met:
      - i. The CSB offered each person the choice of case manager/provider
      - ii. The case manager assesses risk, and risk mitigation plans are in place

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- iii. The case manager assesses whether the person's status or needs for services and supports have changed and the plan has been modified as needed.
  - iv. The case manager assists in developing the person's ISP that addresses all of the individual's risks, identified needs and preferences.
  - v. The ISP includes specific and measurable outcomes, including evidence that employment goals have been discussed and developed, when applicable.
  - vi. The ISP was developed with professionals and nonprofessionals who provide individualized supports, as well as the individual being served and other persons important to the individual being served.
  - vii. The ISP includes the necessary services and supports to achieve the outcomes such as medical, social, education, transportation, housing, nutritional, therapeutic, behavioral, psychiatric, nursing, personal care, respite, and other services necessary.
  - viii. Individuals have been offered choice of providers for each service.
  - ix. The case manager completes face-to-face assessments that the individual's ISP is being implemented appropriately and remains appropriate to the individual by meeting their health and safety needs and integration preferences.
  - x. The CSB has in place and the case manager has utilized where necessary, established strategies for solving conflict or disagreement within the process of developing or revising ISPs, and addressing changes in the individual's needs, including, but not limited to, reconvening the planning team as necessary to meet the individuals' needs.
- d. DBHDS shall review the data submitted and complete a semi-annual report that includes a review of data from the Support Coordinator Quality Reviews and provide this information to the CSB. To assure consistency between reviewers, DBHDS shall complete an inter-rater reliability process.
- e. If 2 or more records do not meet 86% compliance for two consecutive quarters, the CSB shall receive technical assistance provided by DBHDS.
- f. The CSB shall cooperate with DBHDS and facilitate its completion of on-site annual retrospective reviews at the CSB to validate findings of the CSB Support Coordinator Quality Review to provide technical assistance for any areas needing improvement.
- 10.) Case managers or support coordinators shall offer education about integrated community options to any individuals living outside of their own or their families' homes and, if relevant, to their authorized representatives or guardians [section III.D.7, p. 14]. Case managers shall offer this education at least annually and at the following times:
- a. At enrollment in a DD Waiver
  - b. When there is a request for a change in Waiver service provider(s)
  - c. When an individual is dissatisfied with a current Waiver service provider,
  - d. When a new service is requested
  - e. When an individual wants to move to a new location, or
  - f. When a regional support team referral is made as required by the Virginia Informed Choice Form
- 11.) For individuals receiving case management services identified to have co-occurring mental health conditions or engaging in challenging behaviors, the individual's case manager or support coordinator shall assure that effective community based behavioral health and/or behavioral supports and services are identified and accessed where appropriate and available.
- a. If the case manager or support coordinator incurs capacity issues related to accessing needed behavioral support services in their designated Region, every attempt to secure supports should be made to include adding the individual to several provider waitlists (e.g., based upon individualized needs, this may be inclusive of psychotherapy, psychiatry, counseling, applied behavior analysis/positive behavior support providers, etc.) and following up with these providers quarterly to determine waitlist status. [SA. Provision: III.C.6.a.i-iii Filing reference: 7.14, 7.18]
  - b. DBHDS will provide the practice guidelines and a training program for case managers regarding the minimum elements that constitute an adequately designed behavioral program, as provided under

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Therapeutic Consultation waiver services, and what can be observed to determine whether the plan is appropriately implemented. The CSB shall ensure that all case managers and case management leadership complete the training such that case managers are aware of the practice guidelines for behavior support plans and of key elements that can be observed to determine whether the plan is appropriately implemented. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.16, 7.20]

- 12.) The CSB shall identify children and adults who are at risk for crisis through the standardized crisis screening tool or through the utilization of the elements contained in the tool at intake, and if the individual is identified as at risk for crisis or hospitalization, shall refer the individual to REACH. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.2]
- 13.) For individuals that receive enhanced case management, the case manager or support coordinator shall utilize the standardized crisis screening tool during monthly visits; for individuals that receive targeted case management, the case manager or support coordinator shall use the standardized crisis screening tool during quarterly visits. Any individual that is identified as at risk for crisis shall be referred to REACH. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.3]
- 14.) The CSB shall ensure that CSB Executive Directors, Developmental Disability Directors, case management or support coordination supervisors, case managers or support coordinators, and intake workers participate in training on how to identify children and adults who are at risk for going into crisis.
  - a. CSBs shall ensure that training on identifying risk of crisis for intake workers and case managers (or support coordinators) shall occur within 6 months of hire. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.5]
- 15.) The CSB shall provide data on implementation of the crisis screening tool as requested by DBHDS when it is determined that an individual with a developmental disability has been hospitalized and has not been referred to the REACH program.
  - a. The CSB shall provide to DBHDS upon request copies of the crisis risk assessment tool, or documentation of utilization of the elements contained within the tool during a crisis screening, for quality review purposes to ensure the tool is being implemented as designed and is appropriately identifying people at risk of crisis. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.6]
  - b. DBHDS shall develop a training for the CSB to utilize when training staff on assessing an individual's risk of crisis/hospitalization.
  - c. DBHDS shall initiate a quality review process to include requesting documentation for anyone psychiatrically hospitalized who was not referred to the REACH program and either actively receiving case management during the time frame or for whom an intake was completed prior to hospitalization. The CSB shall promptly, but within no more than 5 business days, provide the information requested.
  - d. DBHDS shall request information to verify presence of DD diagnosis for persons that are psychiatrically hospitalized that are not known to the REACH program. The CSB shall promptly, but within no more than 5 business days, provide the information requested. [S.A. Provision: III.C.6.b.ii.A Filing references 8.6, 8.7]
  - e.
- 16.) CSB Case manager shall work with the REACH program to identify a community residence within 30 days of admission to the program including making a referral to RST when the system has been challenged to find an appropriate provider within this timeframe.
  - a. a. If a waiver eligible individual is psychiatrically hospitalized, is a guest at a REACH CTH, or is residing at an Adult Transition Home and requires a waiver to obtain a community residence, the CSB shall submit an emergency waiver slot request. [S.A. Provision III.C.6.b.ii.A Filing reference 10.2]

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- 17.) CSB emergency services shall be available 24 hours per day and seven days per week, staffed with clinical professionals who shall be able to assess crises by phone, assist callers in identifying and connecting with local services, and, where necessary, dispatch at least one mobile crisis team member adequately trained to address the crisis for individuals with developmental disabilities [section III.C.6.b.i.A, p. 9].
- a. The mobile crisis team shall be dispatched from the Regional Education Assessment Crisis Services Habilitation (REACH) program that is staffed 24 hours per day and seven days per week by qualified persons able to assess and assist individuals and their families during crisis situations and that has mobile crisis teams to address crisis situations and offer services and support on site to individuals and their families within one hour in urban areas and two hours in rural areas as measured by the average annual response time [section III.C.6.b.ii, pages 9 and 10].
  - b. All Emergency services staff and their supervisors shall complete the REACH training, created and made available by DBHDS, that is part of the emergency services training curriculum.
  - c. DBHDS shall create and update a REACH training for emergency staff and make it available through the agency training website.
  - d. CSB emergency services shall notify the REACH program of any individual suspected of having a developmental disability who is experiencing a crisis and seeking emergency services as soon as possible, preferably prior to the initiation of a preadmission screening evaluation in order to allow REACH and emergency services to appropriately divert the individual from admission to psychiatric inpatient services when possible.
  - e.
  - f. If the CSB has an individual receiving services in the REACH Crisis Therapeutic Home (CTH) program with no plan for discharge to a community residence and a length of stay that shall soon exceed 30 concurrent days, the CSB Executive Director or his or her designee shall provide a weekly update describing efforts to achieve an appropriate discharge for the individual to the Director of Community Support Services in the Department's Division of Developmental Services or his/her designee.
  - g. DBHDS shall notify the CSB Executive Director or designee when it is aware of a person at the REACH CTH who is nearing a 30-day concurrent stay.
- 18.) Comply with State Board Policy 1044 (SYS) 12-1 Employment First [section III.C.7.b, p. 11]. This policy supports identifying community-based employment in integrated work settings as the first and priority service option offered by case managers or support coordinators to individuals receiving day support or employment services.
- a. CSB case managers shall take the on-line case management training modules and review the case management manual.
  - b. CSB case managers shall initiate meaningful employment conversations with individuals starting at the age of 14 until the age of retirement (65).
  - c. CSB case managers shall discuss employment with all individuals, including those with intense medical or behavioral support needs, as part of their ISP planning processes.
  - d. CSB case managers shall document goals for or toward employment for all individuals 18-64 or the specific reasons that employment is not being pursued or considered.
  - e. DBHDS shall create training and tools for case managers regarding meaningful conversation about employment, including for people with complex medical and behavioral support needs. The CSB shall utilize this training with its staff and document its completion.
- 19.) CSB case managers or support coordinators shall liaise with the Department's regional community resource consultants regarding responsibilities as detailed in the Performance Contract [section III.E.1, p. 14].
- 20.) Case managers or support coordinators shall participate in discharge planning with individuals'



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personal support teams (PSTs) for individuals in training centers and children in ICF/IIDs for whom the CSB is the case

management CSB, pursuant to § 37.2-505 and § 37.2-837 of the Code that requires the CSB to develop discharge plans in collaboration with training centers [section IV.B.6, p. 16].

- 21.) In developing discharge plans, CSB case managers or support coordinators, in collaboration with facility PSTs, shall provide to individuals and, where applicable, their authorized representatives, specific options for types of community residences , services, and supports based on the discharge plan and the opportunity to discuss and meaningfully consider these options [section IV.B.9, p. 17].
- 22.) CSB case managers or support coordinators and PSTs shall coordinate with specific types of community providers identified in discharge to provide individuals, their families, and, where applicable, their authorized representatives with opportunities to speak with those providers, visit community residences (including, where feasible, for overnight visits) and programs, and facilitate conversations and meetings with individuals currently living in the community and their families before being asked to make choices regarding options [section IV.B.9.b, p. 17].
- 23.) CSB case managers or support coordinators and PSTs shall assist individuals and, where applicable, their authorized representatives in choosing providers after providing the opportunities described in subsection 13 above and ensure that providers are timely identified and engaged in preparing for individuals' transitions [section IV.B.9.c, p.17]. Case managers or support coordinators shall provide information to the Department about barriers to discharge for aggregation and analysis by the Department for ongoing quality improvement, discharge planning, and development of community-based services [IV.B.14, p. 19].
- 24.) In coordination with the Department's Post Move Monitor, the CSB shall conduct post- move monitoring visits within 30, 60, and 90 days following an individual's movement from a training center to a community setting [section IV.C.3, p.19]. The CSB shall provide information obtained in these post move monitoring visits to the Department within seven business days after the visit.
- 25.) If a CSB provides day support or residential services to individuals in the target population, the CSB shall implement risk management and quality improvement processes, including establishment of uniform risk triggers and thresholds that enable it to adequately address harms and risks of harms, including any physical injury, whether caused by abuse, neglect, or accidental causes [section V.C.1, p. 22].
- 26.) Using the protocol and the real-time, web-based incident reporting system implemented by the Department, the CSB shall report any suspected or alleged incidents of abuse or neglect as defined in § 37.2-100 of the Code, serious injuries as defined in 12 VAC 35- 115-30 of the *Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services* or deaths to the Department within 24 hours of becoming aware of them [section V.C.2, p. 22].
- 27.) CSBs shall participate with the Department to collect and analyze reliable data about individuals receiving services under this Agreement from each of the following areas:
- |                                     |   |
|-------------------------------------|---|
| a. safety and freedom from harm     | e. community inclusion, health and well-being |
| b. physical, mental, and behavioral | f. access to services                         |
| c. avoiding crises                  | g. provider capacity                          |
| d. choice and self-determination    | h. stability [section V.D.3, pgs. 24 & 25]    |
- 28.) CSBs shall participate in the regional quality council established by the Department that is responsible for

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assessing relevant data, identifying trends, and recommending responsive actions in its region [section V.D.5.a, p. 25].

- 29.) CSB's shall review and provide annual feedback on the Quality Review Team (QRT) End of Year Report.
- 30.) CSBs shall participate in DBHDS initiatives that ensure the reliability and validity of data submitted to the Department. Participation may include reviews of sampled data, the comparison of data across DBHDS and CSB systems, and the involvement of operational staff to include information technology. Meeting frequency shall be semi-annually, but not more than monthly depending on the support needed.
- 31.) CSBs shall provide access to the Independent Reviewer to assess compliance with this Agreement. The Independent Reviewer shall exercise his access in a manner that is reasonable and not unduly burdensome to the operation of the CSB and that has minimal impact on programs or services to individuals receiving services under the Agreement [section VI.H, p. 30 and 31]
- 32.) CSBs shall participate with the Department and any third party vendors in the implementation of the National Core Indicators (NCI) Surveys and Quality Service Reviews (QSRs) for selected individuals receiving services under the Agreement. This includes informing individuals and authorized representatives about their selection for participation in the NCI individual surveys or QSRs; providing the access and information requested by the vendor, including health records, in a timely manner; assisting with any individual specific follow up activities; and completing NCI surveys [section V.I, p. 28].
  - a. During FY22 the QSR process will be accelerated and will require the CSB to fully participate in the completion of QSR implementation twice during a nine-month period. This will ensure that the Commonwealth can show a complete improvement cycle intended by the QSR process by June 30, 2022. The attached GANTT details the schedule for the QSR reviews of 100% of providers, including support coordinators, for two review cycles.
- 33.) The CSB shall notify the community resource consultant (CRC) and regional support team (RST) in the following circumstances to enable the RST to monitor, track, and trend community integration and challenges that require further system development:
  - a. within five calendar days of an individual being presented with any of the following residential options: an ICF, a nursing facility, a training center, or a group home/congregate setting with a licensed capacity of five beds or more;
  - b. if the CSB is having difficulty finding services within 30 calendar days after the individual's enrollment in the waiver; or
  - c. immediately when an individual is displaced from his or her residential placement for a second time [sections III.D.6 and III.E, p. 14].
- 34.) DBHDS shall provide data to CSBs on their compliance with the RST referral and implementation process.
  - a. DBHDS shall provide information quarterly to the CSB on individuals who chose less integrated options due to the absence of something more integrated at the time of the RST review and semi-annually
  - b. DBHDS shall notify CSBs of new providers of more integrated services so that individuals who had to choose less integrated options can be made aware of these new services and supports.
  - c. CSBs shall offer more integrated options when identified by the CSB or provided by DBHDS.
  - d. CSBs shall accept technical assistance from DBHDS if the CSB is not meeting expectations.
- 35.) Case managers or support coordinators shall collaborate with the CRC to ensure that person-centered planning and placement in the most integrated setting appropriate to the individual's needs and consistent with his or her informed choice occur [section III.E.1- 3, p. 14].
  - a. CSBs shall collaborate with DBHDS CRCs to explore community integrated options including working with providers to create innovative solutions for people. The Department encourages the CSB to provide the Independent Reviewer with access to its services and records and to individuals

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receiving services from the CSB; however, access shall be given at the sole discretion of the CSB [section VI.G, p. 31].

## 36.) Developmental Case Management Services

- a. Case managers or support coordinators employed or contracted by the CSB shall meet the knowledge, skills, and abilities qualifications in the Case Management Licensing Regulations, 12 VAC 35-105-1250. During its inspections, the Department's Licensing Office may verify compliance as it reviews personnel records.
- b. Reviews of the individual support plan (ISP), including necessary assessment updates, shall be conducted with the individual quarterly or every 90 days and include modifications in the ISP when the individual's status or needs and desires change.
- c. During its inspections, the Department's Licensing Office may verify this as it reviews the ISPs including those from a sample identified by the CSB of individuals who discontinued case management services.
- d. The CSB shall ensure that all information about each individual, including the ISP and VIDES, is imported from the CSB's electronic health record (EHR) to the Department within five (5) business days through an electronic exchange mechanism mutually agreed upon by the CSB and the Department into the electronic waiver management system (WaMS).
- e. If the CSB is unable to submit via the data exchange process, it shall enter this data directly through WaMS, when the individual is entered the first time for services, or when his or her living situation changes, her or his ISP is reviewed annually, or whenever changes occur, including the individual's Race and the following information:
 

<ol style="list-style-type: none"> <li>i. full name</li> <li>ii. social security number</li> <li>iii. Medicaid number</li> <li>iv. CSB unique identifier</li> <li>v. current physical residence address</li> <li>vi. living situation (e.g., group home</li> <li>vii. family home, or own home)</li> </ol>	<ol style="list-style-type: none"> <li>viii. level of care information</li> <li>ix. change in status</li> <li>x. terminations</li> <li>xi. transfers</li> <li>xii. waiting list information</li> <li>xiii. bed capacity of the group home if that is chosen</li> <li>xiv. Current support coordinator's name</li> </ol>
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- f. Case managers or support coordinators and other CSB staff shall comply with the SIS<sup>®</sup> Administration Process and any changes in the process within 30 calendar days of notification of the changes.
- g. Case managers or support coordinators shall notify the Department's service authorization staff that an individual has been terminated from all DD waiver services within 10 business days of termination.
- h. Case managers or support coordinators shall assist with initiating services within 30 calendar days of waiver enrollment and shall submit Request to Retain Slot forms as required by the Department. All written denial notifications to the individual, and family/caregiver, as appropriate, shall be accompanied by the standard appeal rights (12VAC30-110).
- i. Case managers or support coordinators shall complete the level of care tool for individuals requesting DD Waiver services within 60 calendar days of application for individuals expected to present for services within one year.
- j. Case managers or support coordinators shall comply with the DD waitlist process and slot assignment process and implement any changes in the processes within 30 calendar days of written notice from the Department.

## 37.) Targeted Technical Assistance

- a. The CSB shall participate in technical assistance as determined by the Case Management Steering Committee. Technical assistance may be comprised of virtual or on-site meetings, trainings, and record reviews related to underperformance in any of the following areas monitored by the committee: Regional Support Team referrals, Support Coordination Quality Review results, Individual Support Plan entry completion, and case management contact data.

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- b. DBHDS shall provide a written request that contains specific steps and timeframes necessary to complete the targeted technical assistance process.
- c. The CSB shall accommodate technical assistance when recommended within 45 days of the written request.
- d. CSB failure to participate in technical assistance as recommended or demonstrate improvement within 12 months may result in further actions under Exhibit I of this contract.

38.) CSB Quality Improvement Committees will review annually the DMAS-DBHDS Quality Review Team's

End of Year report on the status of the performance measures included in the DD HCBS Waivers' Quality Improvement Strategy with accompanying recommendations to the DBHDS Quality Improvement Committee. CSB documentation of these reviews and resultant CSB-specific quality improvement activities will be reported to DBHDS within 30 days of receiving the report.

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**Administrative Requirements and Processes and Procedures**

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**Administrative Requirements and Processes and Procedures**

**I. Purpose**

The Administrative Requirements and Processes and Procedures include statutory, regulatory, policy, process and procedures and other requirements that are not expected to change frequently. The CSB and the Department shall comply with these requirements and processes and procedures. This document is incorporated into and made a part of the Community Services Performance Contract (PC) by reference. The Department will work with the CSBs regarding any substantive changes to this document, with the exception of changes in statutory, regulatory, policy, or other requirements.

**II. CSB Requirements**

**A. Financial Management Requirements, Policies, and Procedures**

Generally Accepted Accounting Principles: The CSB's financial management and accounting system shall operate and produce financial statements and reports in accordance with Generally Accepted Accounting Principles. It shall include necessary personnel and financial records and a fixed assets system. It shall provide for the practice of fund accounting and adhere to cost accounting guidelines issued by the Department.

If it is an administrative policy CSB that is a city or county department or agency or is required to adhere to local government financial management requirements, policies, and procedures or it is the local government department with a policy-advisory CSB, the CSB shall comply with local government financial management requirements, policies, and procedures.

If the Department receives any complaints about the CSB's financial management operations, the Department will forward these complaints to the local government and any other appropriate authorities. In response to those complaints, the Department may conduct a review of that CSB's financial management activities.

1. **Accounting:** CSBs shall account for all service and administrative expenses accurately and submit timely reports to the Department to document these expenses.
  
2. **Annual Independent Audit:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government financial management requirements, policies, and procedures, the CSB shall obtain an independent annual audit conducted by certified public accountants.
  - a. Audited financial statements shall be prepared in accordance with generally accepted accounting principles (GAAP). The appropriate GAAP basis financial reporting model is the Enterprise Fund in accordance with the requirements of Governmental Accounting Standards Board (GASB) Statement Number 34, *Basic Financial Statements- and Management's Discussion and Analysis- for State and Local Governments*. GASB 34 replaces the previous financial reporting model *Health Care Organizations Guide*, produced by the American Institute of Certified Public Accountants.
  - b. Copies of the audit and the accompanying management letter shall be provided to the Office of Budget and Financial Reporting in the Department and to each local government that established the CSB.
  - c. CSBs shall, to the extent practicable, obtain unqualified audit opinions. Deficiencies and exceptions noted in an audit or management letter shall be resolved or corrected within a reasonable period of time, mutually agreed upon by the CSB and the Department.
  - d. If it is an administrative policy CSB that is a city or county department or agency or is required to adhere to local government financial management requirements, policies, and procedures or it is the local government department with a policy-advisory CSB, the CSB shall be included in the annual audit of its local government.
    - i. Copies of the applicable portions of the accompanying management letter shall be provided to the Office of Budget and Financial Reporting in the Department.

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- ii. Deficiencies and exceptions noted in a management letter shall be resolved or corrected within a reasonable period of time, mutually agreed upon by the CSB, its local government(s), and the Department.
- e. If an administrative policy CSB that is a city or county department or agency or is required to adhere to local government financial management requirements, policies, and procedures or the local government department with a policy-advisory CSB obtains a separate independent annual audit conducted by certified public accountants, audited financial statements shall be prepared in accordance with generally accepted accounting principles.
  - i. The appropriate GAAP basis financial reporting model is the Enterprise Fund in accordance with the requirements of Governmental Accounting Standards Board (GASB) Statement Number 34, *Basic Financial Statements- and Management's Discussion and Analysis- for State and Local Governments*. The local government will determine the appropriate fund classification in consultation with its certified public accountant.
  - ii. Copies of the audit and the accompanying management letter shall be provided to the Office of Budget and Financial Reporting and to each local government that established the CSB.
  - iii. CSBs shall, to the extent practicable, obtain unqualified audit opinions.
    - iv. Deficiencies and exceptions noted in an audit or management letter shall be resolved or corrected within a reasonable period of time, mutually agreed upon by the CSB and the Department.
- 3. **Federal Audit Requirements:** When the Department subgrants federal grants to a CSB, the CSB shall satisfy all federal government audit requirements.
- 4. **Subcontractor Audits:** Every CSB shall obtain, review, and take any necessary actions on audits of any subcontractors that provide services that are procured under the Virginia Public Procurement Act and included in a CSB's performance contract. The CSB shall provide copies of these audits to the Office of Budget and Financial Reporting in the Department.
- 5. **Bonding:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government financial management requirements, policies, and procedures, CSB employees with financial responsibilities shall be bonded in accordance with local financial management policies.
- 6. **Fiscal Policies and Procedures:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government financial management requirements, policies, and procedures, a CSB's written fiscal policies and procedures shall conform to applicable State Board policies and Departmental policies and procedures.
- 7. **Financial Management Manual:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government financial management requirements, policies, and procedures, a CSB shall be in material compliance with the requirements in the current Financial Management Standards for Community Services Boards issued by the Department.
- 8. **Local Government Approval:** CSBs shall submit their performance contracts to the local governments in their service areas for review and approval, pursuant to § 37.2-508 or § 37.2-608 of the Code of Virginia, which requires approval of the contracts by September 30.
  - a. CSBs shall submit their contracts to the local governing bodies of the cities and counties that established them in accordance with the schedules determined by those governing bodies or at least 15 days before meetings at which the governing bodies are scheduled to consider approval of their contracts.
  - b. Unless prohibited from doing so by its local government(s), a CSB may submit its contract to the Department before it is approved by its local government(s).

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9. **Department Review:** If a CSB is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government financial management requirements, policies, and procedures, the Department may conduct a review of the CSB's financial management activities at any time.
- a. While it does not conduct routine reviews of the CSB's financial management activities, the Department may conduct a review in response to significant deficiencies, irregularities, or problems identified in the CSB's audit or management letter or in response to complaints or information that it receives.
    - i. Such reviews shall be limited to sub-recipient monitoring responsibilities in 2 CFR Part 200.331 associated with receipt of federal funds by the CSB.
    - ii. CSBs shall submit formal plans of correction to the Office of Budget and Financial Reporting in the Department within 45 days of receipt of official reports of reviews.
    - iii. Minor compliance issues shall be corrected within 45 days of submitting a plan. Action to correct major compliance issues shall be initiated within 45 days and completed within 180 days of submitting a plan, unless the Department grants an extension.
  - b. If it is an administrative policy CSB that is a city or county department or agency or is required to adhere to local government financial management requirements, policies, and procedures or it is the local government department with a policy-advisory CSB, the Department may conduct a review of a CSB's financial management activities at any time in order to fulfill its responsibilities for federal sub-recipient (CSB) monitoring requirements under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR Part 200.331.

**B. Procurement Requirements, Policies, and Procedures**

1. **Procurement Policies and Procedures:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government procurement requirements, policies, and procedures, a CSB shall have written procurement policies and procedures in effect that address internal procurement responsibilities, small purchases and dollar thresholds, ethics, and disposal of surplus property. Written procurement policies and procedures relating to vendors shall be in effect that address how to sell to the CSB, procurement, default, and protests and appeals. All written policies and procedures shall conform to the Virginia Public Procurement Act.

If it is an administrative policy CSB that is a city or county department or agency or is required to adhere to local government procurement requirements, policies, and procedures or it is the local government department with a policy-advisory CSB, a CSB shall comply with its local government's procurement requirements, policies, and procedures, which shall conform to the Virginia Public Procurement Act. If the Department receives any complaints about the CSB's procurement operations, the Department will forward these complaints to the local government and any other appropriate authorities. In response to those complaints, the Department may conduct a review of that CSB's procurement activities.

2. **Department Review:** If a CSB is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government procurement requirements, policies, and procedures, the Department may conduct a review of the CSB's procurement activities at any time. While it does not conduct routine reviews of the CSB's procurement activities, the Department may conduct a review in response to significant deficiencies, irregularities, or problems identified in the CSB's independent annual audit or management letter or in response to complaints or information that it receives. The review will include a sampling of CSB subcontracts. CSBs shall submit formal plans of correction to the Office of Administrative Services in the Department within 45 days of receipt of official reports of reviews. Minor compliance issues shall be corrected within 45 days of submitting a plan. Action to correct major compliance issues shall be initiated within 45 days and completed within 180 days of submitting a plan, unless the Department grants an extension.



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**C. Reimbursement Requirements, Policies, and Procedures**

1. **Reimbursement System:** Each CSB's reimbursement system shall comply with § 37.2-504 and § 37.2-511 or § 37.2-605 and § 37.2-612 and with § 20-61 of the Code of Virginia and State Board Policy 6002 (FIN) 86-14. Its operation shall be described in organizational charts identifying all staff members, flow charts, and specific job descriptions for all personnel involved in the reimbursement system.
2. **Policies and Procedures:** Written fee collection policies and procedures shall be adequate to maximize fees from individuals and responsible third party payers.
3. **Schedule of Charges:** A schedule of charges shall exist for all services that are included in the CSB's performance contract, shall be related reasonably to the cost of the services, and shall be applicable to all recipients of the services.
4. **Ability to Pay:** A method, approved by a CSB's board of directors that complies with applicable state and federal regulations shall be used to evaluate the ability of each individual to pay fees for the services he or she receives.
5. **Department Review:** While it does not conduct routine reviews of the CSB's reimbursement activities, the Department may conduct a review at any time in response to significant deficiencies, irregularities, or problems identified in the CSB's independent annual audit or management letter or in response to complaints or information that it receives.
  - a. CSBs shall submit formal plans of correction to the Office of Cost Accounting and Reimbursement in the Department within 45 days of receipt of official reports of reviews.
  - b. Minor compliance issues shall be corrected within 45 days of submitting a plan. Action to correct major compliance issues shall be initiated within 45 days and completed within 180 days of submitting a plan, unless the Department grants an extension.
6. **Medicaid and Medicare Regulations:** CSBs shall comply with applicable federal and state Medicaid and Medicare regulations, policies, procedures, and provider agreements. Medicaid non-compliance issues identified by Department staff will be communicated to the Department of Medical Assistance Services.

**D. Human Resource Management Requirements, Policies, and Procedures**

1. **Statutory Requirements:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government human resource management requirements, policies, and procedures, a CSB shall operate a human resource management program that complies with state and federal statutes, regulations, and policies.  
  
If it is an administrative policy CSB that is a city or county department or agency or is required to adhere to local government human resource management requirements, policies, and procedures or it is the local government department with a policy-advisory CSB, a CSB shall be part of a human resource management program that complies with state and federal statutes, regulations, and policies.
2. **Policies and Procedures:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government human resource management requirements, policies, and procedures, a CSB's written human resource management policies and procedures shall include a classification plan and uniform employee pay plan and, at a minimum, shall address:
  - a) nature of employment;
  - b) equal employment opportunity;
  - c) recruitment and selection;
  - d) criminal background and reference check requirements;

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| <ul style="list-style-type: none"> <li>e) classification and compensation, including a uniform employee pay plan;</li> <li>f) employment medical examinations (e.g., TB);</li> <li>g) nepotism (employment of relatives);</li> <li>h) probationary period;</li> <li>i) initial employee orientation;</li> <li>j) transfer and promotion;</li> <li>k) termination, layoff, and resignation;</li> <li>l) benefits, including types and amounts of leave, holidays, and health, disability, and other insurances;</li> <li>m) hours of work;</li> <li>n) outside employment;</li> <li>o) professional conduct;</li> <li>p) employee ethics;</li> <li>q) compliance with state Human Rights Regulations and the CSB's local human rights policies and procedures;</li> <li>r) HIPAA compliance and privacy protection;</li> <li>s) compliance with the Americans with Disabilities Act;</li> <li>t) compliance with Immigration Reform and Control Act of 1986;</li> </ul> | <ul style="list-style-type: none"> <li>u) conflicts of interests and compliance with the Conflict of Interests Act;</li> <li>v) compliance with Fair Labor Standards Act, including exempt status, overtime, and compensatory leave;</li> <li>w) drug-free workplace and drug testing;</li> <li>x) maintenance of a positive and respectful workplace environment;</li> <li>y) prevention of sexual harassment;</li> <li>z) prevention of workplace violence;</li> <li>aa) whistleblower protections;</li> <li>bb) smoking;</li> <li>cc) computer, internet, email, and other electronic equipment usage;</li> <li>dd) progressive discipline (standards of conduct);</li> <li>ee) employee performance evaluation;</li> <li>ff) employee grievances;</li> <li>gg) travel reimbursement and on-the-job expenses;</li> <li>hh) employee to executive director and board of directors contact protocol; and</li> <li>ii) communication with stakeholders, media, and government officials.</li> </ul> |
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If it is an administrative policy CSB that is a city or county department or agency or is required to adhere to local government human resource management requirements, policies, and procedures or it is the local government department with a policy-advisory CSB, a CSB shall adhere to its local government's human resource management policies and procedures.

3. **Job Descriptions:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government human resource management requirements, policies, and procedures, a CSB shall have written, up-to-date job descriptions for all positions.

Job descriptions shall include identified essential functions, explicit responsibilities, and qualification statements, expressed in terms of knowledge, skills, and abilities as well as business necessity and bona fide occupational qualifications or requirements.

4. **Grievance Procedure:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government human resource management, policies, procedures, and requirements, a CSB's grievance procedure shall satisfy § 15.2-1507 of the Code of Virginia.
5. **Uniform Pay Plan:** If it is an operating CSB, a behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government human resource management requirements, policies, and procedures, a CSB shall adopt a uniform pay plan in accordance with § 15.2-1506 of the Code of Virginia and the Equal Pay Act of 1963.

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6. **Department Review:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government human resource management requirements, policies, and procedures, employee complaints regarding a CSB's human resource management practices will be referred back to the CSB for appropriate local remedies.
- a) The Department may conduct a human resource management review to ascertain a CSB's compliance with performance contract requirements and assurances, based on complaints or other information received about a CSB's human resource management practices. If a review is done and deficiencies are identified, a CSB shall submit a formal plan of correction to the Office of Human Resource Management and Development in the Department within 45 days of receipt of an official report of a review.
  - b) Minor compliance issues shall be corrected within 45 days of submitting the plan. Action to correct major compliance issues shall be initiated within 45 days and completed within 180 days of submitting the plan, unless the Department grants an extension.
  - c) If it is an administrative policy CSB that is a city or county department or agency or is required to adhere to local government human resource management requirements, policies, and procedures or it is the local government department with a policy-advisory CSB, employee complaints regarding a CSB's human resource management practices will be referred back to the local government for appropriate local remedies. In response to complaints that it receives, the Department may conduct a review of the local government's human resource management practices at any time.

**E. Comprehensive State Planning**

1. **General Planning:** The CSB shall participate in collaborative local and regional service and management information systems planning with state facilities, other-CSBs, other public and private human services agencies, and the Department, as appropriate. In accordance with § 37.2-504 or § 37.2-605 of the Code of Virginia, the CSB shall provide input into long-range planning activities that are conducted by the Department.
2. **Participation in State Facility Planning Activities**  
 The CSB shall participate in collaborative planning activities with the Department to the greatest extent possible regarding the future role and structure of the state facilities.

**F. Interagency Relationships**

Pursuant to the case management requirements of § 37.2-500 or § 37.2-601 of the Code of Virginia, the CSB shall, to the extent practicable, develop and maintain linkages with other community and state agencies and facilities that are needed to assure that individuals it serves are able to access treatment, training, rehabilitative, and habilitative mental health, developmental, or substance abuse services and supports identified in their individualized services plans. The CSB shall comply with § 37.2-504 or § 37.2-605 of the Code of Virginia regarding interagency agreements.

The CSB also shall develop and maintain, in conjunction with the courts having jurisdiction in the cities or counties served by the CSB, cooperative linkages that are needed to carry out the provisions of § 37.2-805 through § 37.2-821 and related sections of the Code of Virginia pertaining to the involuntary admission process.

The CSB shall develop and maintain the necessary linkages, protocols, and interagency agreements to effect the provisions of the Comprehensive Services Act for At-Risk Youth and Families (§ 2.2-5200 through § 2.2-5214 of the Code of Virginia) that relate to services that it provides. Nothing in this provision shall be construed as requiring the CSB to provide services related to this act in the absence of sufficient funds and interagency agreements.

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**III. The Department Requirements**

**A. Comprehensive State Planning**

The Department shall conduct long-range planning activities related to state facility and community services, including the preparation and dissemination of the Comprehensive State Plan required by § 37.2-315 of the Code of Virginia.

**B. Administrative Fee**

The Department shall partner with the CSBs to establish administrative fee policies and procedures.

**C. Information Technology**

The Department shall operate and provide technical assistance and support, to the extent practicable, to the CSB about the Community Automated Reporting System (CARS), the Community Consumer Submission (CCS) software, the FIMS, and the prevention data system referenced in the performance contract and comply with State Board Policies 1030 and 1037.

1. Pursuant to § 37.2-504 and § 37.2-605 of the Code of Virginia, the Department shall implement procedures to protect the confidentiality of data accessed or received in accordance with the performance contract.
2. The Department shall ensure that any software application that it issues to the CSB for reporting purposes associated with the performance contract has been field tested in accordance with Appendix D by a reasonable number of CSBs to assure compatibility and functionality with the major IT systems used by CSBs, is operational, and is provided to the CSB sufficiently in advance of reporting deadlines to allow the it to install and run the software application.
3. The Department shall collaborate with the VACSB DMC in the implementation of any new data management or data warehousing systems to ensure appropriate interoperability and workflow management.

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**Appendix A: CSB and Board of Directors Organization and Operations**

These requirements apply to the CSB board of directors or staff and the services included in this agreement.

**A. CSB Organization**

The CSB's organization chart shall be consistent with the current board of directors and staff organization. The organization chart shall include the local governing body or bodies that established the CSB and the board's committee structure.

**B. Board Bylaws**

Board of directors (BOD) bylaws shall be consistent with local government resolutions or ordinances establishing the CSB, board policies, and the CSB's organization chart and shall have been reviewed and revised in the last two years.

**C. CSB Name Change**

If the name of an operating CSB changes, the CSB shall attach to this contract copies of the resolutions or ordinances approving the CSB's new name that were adopted by the boards of supervisors or city councils (local governing bodies) that established the CSB. If the number of appointments made to the CSB by its local governing bodies changes, the CSB shall attach to this contract copies of the resolutions or ordinances adopted by the local governing bodies that changed the number of appointments.

If the name of an administrative policy CSB that is not a local government department or that serves more than one city or county changes, the CSB shall attach to this contract copies of the resolutions or ordinances approving the CSB's new name that were adopted by the boards of supervisors or city councils (local governing bodies) that established the CSB. If the number of appointments made to the CSB by its local governing bodies changes, the CSB shall attach to this contract copies of the resolutions or ordinances adopted by the local governing bodies that changed the number of appointments.

**D. BOD Member Job Description**

The BOD and executive director shall develop a board member position description, including qualifications, duties and responsibilities, and time requirements that the CSB shall provide to its local governing bodies to assist them in board appointments.

**E. BOD Member Training**

The executive director shall provide new board members with training on their legal, fiduciary, regulatory, policy, and programmatic powers and responsibilities and an overview of the performance contract within one month of their appointment. New board members shall receive a board manual before their first board meeting with the information needed to be an effective board member.

**F. BOD Policies**

The BOD shall adopt policies governing its operations, including board- staff relationships and communications, local and state government relationships and communications, committee operations, attendance at board meetings, oversight and monitoring of CSB operations, quality improvement, conflict of interests, freedom of information, board member training, privacy, security, and employment and evaluation of and relationship with the executive director.

**G. FOIA Compliance**

The BOD shall comply with the Virginia Freedom of Information Act (FOIA) in the conduct of its meetings, including provisions governing executive sessions or closed meetings, electronic communications, and notice of meetings.

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**H. BOD Meeting Schedule**

The BOD shall adopt an annual meeting schedule to assist board member attendance.

**I. Meeting Frequency**

The BOD shall meet frequently enough (at least six times per year) and receive sufficient information from the staff to discharge its duties and fulfill its responsibilities. This information shall include quarterly reports on service provision, funds and expenditures, and staffing in sufficient detail and performance on the behavioral health and developmental performance measures and other performance measures in Exhibit B. Board members shall receive this information at least one week before a scheduled board meeting.

**J. Reporting Fraud**

1. Fraud is an intentional wrongful act committed with the purpose of deceiving or causing harm to another party. Upon discovery of circumstances suggesting a reasonable possibility that a fraudulent transaction has occurred, the CSB's executive director shall report this information immediately to any applicable local law enforcement authorities and the Department's Internal Audit Director.
2. All CSB financial transactions that are the result of fraud or mismanagement shall become the sole liability of the CSB, and the CSB shall refund any state or federal funds disbursed by the Department to it that were involved in those financial transactions.
3. The CSB shall ensure that new CSB board members receive training on their fiduciary responsibilities under applicable provisions of the Code and this contract and that all board members receive annual refresher training on their fiduciary responsibilities.

**K. Financial Management**

The CSB shall comply with the following requirements, as applicable.

1. To avoid any appearance of conflict or impropriety, the CSB shall provide complete annual financial statements to its Certified Public Accountant (CPA) for audit. If the CSB does not produce its annual financial statements internally, it should not contract production of the statements to the same CPA that conducts its annual independent audit.
2. Operating CSBs and the BHA shall rebid their CPA audit contracts at least every five (5) years once the current CPA contracts expire. If the firm performing the audit is more than 60 days late for two consecutive years, the CSB reserves the right to rebid for the services of an annual audit.  
If the Department determines in its review of the CPA audit provided to it or during its financial review of the CSB that the CSB's CPA audit contains material omissions or errors and informs the CSB of this situation, this could be grounds for the CSB to cancel its audit contract with the CPA.
3. A designated staff person shall review all financial reports prepared by the CSB for the reliance of third parties before the reports are presented or submitted and the reviews shall be documented.
4. All checks issued by the CSB that remain outstanding after one year shall be voided.
5. All CSB bank accounts shall be reconciled regularly, and a designated staff person not involved in preparing the reconciliation shall approve it.
6. A contract administrator shall be identified for each contract for the purchase of services entered into by the CSB, and every contract shall be signed by a designated staff person and each other party to the contract, where applicable.
7. A designated staff person shall approve and document each write-off of account receivables for services to individuals. The CSB shall maintain an accounts receivable aging schedule, and debt that is deemed to be uncollectable shall be written off periodically. The CSB shall maintain a system of internal controls including separation of duties to safeguard accounts receivable assets. A designated staff person who does not enter or process the CSB's payroll shall certify each payroll.
8. The CSB shall maintain documentation and reports for all expenditures related to the federal Mental Health Block Grant and federal Substance Abuse Prevention and Treatment Block Grant funds contained in Exhibit

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A sufficient to substantiate compliance with the restrictions, conditions, and prohibitions related to those funds.

9. The CSB shall maintain an accurate list of fixed assets as defined by the CSB. Assets that are no longer working or repairable or are not retained shall be excluded from the list of assets and written off against accumulated depreciation, and a designated staff person who does not have physical control over the assets shall document their disposition. The current location of or responsibility for each asset shall be indicated on the list of fixed assets.
10. Access to the CSB's information system shall be controlled and properly documented. Access shall be terminated in a timely manner when a staff member is no longer employed by the CSB to ensure security of confidential information about individuals receiving services and compliance with the Health Insurance Portability and Accountability Act of 1996 and associated federal or state regulations.
11. If it is an operating CSB or the BHA, the CSB shall maintain an operating reserve of funds sufficient to cover at least two months of personnel and operating expenses and ensure that the CSB's financial position is sound. An operating reserve consists of available cash, investments, and prepaid assets.
12. At any point during the term of this contract, if it determines that its operating reserve is less than two months, the CSB shall notify the Department within 10 calendar days of the determination and develop and submit a plan to the Department within 30 business days that includes specific actions and timeframes to increase the reserve to at least two months in a reasonable time.
13. Once it approves the plan, the Department shall incorporate it as an Exhibit
  - i. D of this contract and monitor the CSB's implementation of it.
14. The CSB's annual independent audit, required of the CSB Administrative Requirements, presents the CSB's financial position, the relationship between the CSB's assets and liabilities.
15. If its annual independent audit indicates that the CSB's operating reserve is less than two months, the CSB shall develop a plan that includes specific actions and timeframes to increase the reserve to at least two months in a reasonable time and submit the plan to the Department within 30 calendar days of its receipt of the audit for the Department's review and approval.
16. Once it approves the plan, the Department shall incorporate it as an Exhibit D of this contract and monitor the CSB's implementation of it.

**L. Employment of a CSB Executive Director or Behavioral Health Authority (BHA) Chief Executive Officer (CEO) Position**

1. When an operating CSB executive director or behavioral health authority (BHA) chief executive officer (CEO) position becomes vacant, the CSB or BHA board of directors (BOD) shall conduct a broad and thorough public recruitment process that may include internal candidates and acting or interim executive directors.
2. CSB or BHA may choose to work with the Department's Human Resources Department (HR) in its recruitment and selection process in order to implement applicable provisions of § 37.2-504 or § 37.2- 605 of the Code and to ensure selection of the most qualified candidate.
3. The CSB or BHA shall provide a current position description and salary and the advertisement for the position to the HR for review and approval prior to advertising the position.
4. The CSB or BHA BOD may choose to invite HR staff to meet with it to review the board's responsibilities and to review and comment on the board's screening criteria for applicants and its interview and selection procedures.
5. The CSB or BHA BOD shall follow the steps outlined in the current CSB Executive Director Recruitment Process Guidance issued by the Department, adapting the steps to reflect its unique operating environment and circumstances where necessary, to have a legally and professionally defensible recruitment and selection process. Department staff shall work with the BOD search committee to help it use the Guidance document in its process.
6. The CSB or BHA BOD may choose to include an HR staff as a voting member of its search committee to provide the Department's perspective and feedback directly to the committee.
7. Prior to employing a new executive director or CEO, the CSB or BHA shall provide a copy of the application and resume of the successful applicant and the proposed salary to the HR for review and approval for

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adherence to minimum qualifications and the salary range established by the Department pursuant to § 37.2-504 or § 37.2-605 and contained in the current CSB Executive Director Recruitment Process Guidance.

8. If the CSB or BHA proposes employing the executive director or CEO above the middle of the salary range, the successful applicant shall meet the preferred qualifications in addition to the minimum qualifications in the Guidance. This review does not include Department approval of the selection or employment of a particular candidate for the position.
9. Section 37.2-504 or § 37.2-605 of the Code requires the CSB or BHA to employ its executive director or CEO under an annually renewable contract that contains performance objectives and evaluation criteria. The CSB or BHA shall provide a copy of this employment contract to the HR for review and approval prior to employment of the new executive director or CEO or before the contract is executed.

**M. Administrative Policy CSB Executive Director Position**

1. The CSB may choose to involve staff in the Department's HR in its recruitment and selection process in order to implement applicable provisions of § 37.2-504 or § 37.2-605 of the Code. The CSB shall provide a current position description and the advertisement for the position to the HR for review prior to the position being advertised pursuant to § 37.2- 504 of the Code.
2. Prior to employing the new executive director, the CSB shall provide a copy of the application and resume of the successful applicant to the HR for review for adherence to minimum qualifications established by the Department pursuant to § 37.2-504. This review does not include Department approval of the selection or employment of a particular candidate for the position.
3. While § 37.2-504 of the Code does not require an administrative policy CSB to employ its executive director under an annually renewable contract that contains performance objectives and evaluation criteria, the CSB should follow this accepted human resource management practice.



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**Appendix B: Disaster Response and Emergency Service Preparedness Requirements**

- A.** The CSB agrees to comply with section 416 of Public Law 93-288 (the Stafford Act) and § 44-146.13 through § 44-146.28 of the Code regarding disaster response and emergency service preparedness. These Code sections authorize the Virginia Department of Emergency Management, with assistance from the Department, to execute the *Commonwealth of Virginia Emergency Operations Plan*, as promulgated through Executive Order 50 (2012).
- B.** Disaster behavioral health assists with mitigation of the emotional, psychological, and physical effects of a natural or man-made disaster affecting survivors and responders. Disaster behavioral health support is most often required by Emergency Support Function No. 6: Mass Care, Emergency Assistance, Temporary Housing, and Human Services; Emergency Support Function No. 8: Health and Medical Services; and Emergency Support Function No. 15: External Affairs. The CSB shall:
  - 1. Provide the Department with and keep current 24/7/365 contact information for disaster response points of contact at least three persons deep
  - 2. Report to the Department all disaster behavioral health recovery and response activities related to a disaster
  - 3. Comply with all Department directives coordinating disaster planning, preparedness, response, and recovery to disasters.
- C.** The Disaster Behavioral Health Annex template shall address: listing behavioral health services and supports, internal to CSB and at other organizations in the community, available to localities during the preparedness, response, and recovery phases of a disaster or emergency event and designating staff to provide disaster behavioral health services and supports during emergency operations. To implement this plan, the CSB shall:
  - 1. Develop protocols and procedures for providing behavioral health services and supports during emergency operations;
  - 2. Seek to participate in local, regional, and statewide planning, preparedness, response, and recovery training and exercises;
  - 3. Negotiate disaster response agreements with local governments and state facilities; and
  - 4. Coordinate with state facilities and local health departments or other responsible local agencies, departments, or units in preparing all hazards disaster plans.

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**Appendix C: Unspent Balances Principles and Procedures**

**1. Unspent Balances Principles and Procedures**

- a. **Unspent balances:** Means any funds received from the Department to include federal funds, restricted and unrestricted state general funds, and other state special funds that remain unexpended at the end of the fiscal year in which they were disbursed by the Department. These funds will hereafter be referred to as state funds unless clarity requires more specificity.

These principles and procedures apply to all CSBs. These principles and procedures shall apply to all unspent balances of state funds present in a CSB's accounts.

- b. **CSB Unspent Federal Funds**

Any unspent federal funds shall be returned to the Department at the end of the funding period in which they were allocated pursuant to the timeline and closeout process outlined in section III of Exhibit F. The only exception is for the expenditure of federal funds for allowable unliquidated obligations within appropriate spend-down periods as outlined in Exhibit F.

Federal funds that are disbursed to CSBs on a reimbursement basis are not subject to return to DBHDS unless an issue with the reimbursement calculation is identified that would necessitate the return of funding.

- c. **CSB Allocations of State Funds:** Given provisions in State Board Policy 6005 and § 37.2-509 or § 37.2-611 of the Code of Virginia, the Department shall allocate funds in Grants to Localities in the Appropriation Act without applying estimated year-end balances of unspent state funds to the next year's awards to CSBs.
- d. **Calculation of Balances:** In order to identify the correct amounts of unspent state fund balances, the Department shall continue to calculate unspent balances for all types of funds sources, except for federal grants.
  - i. The Department shall calculate balances for restricted and unrestricted state funds, local matching funds, and fees, based on the end of the fiscal year Community Automated Reporting System (CARS) reports submitted by all CSBs no later than the deadline in Exhibit E of the performance contract. The Department shall continue to communicate information about individual balances to each CSB.
- e. **Unspent Balances for Regional Programs:** While all unspent balances exist in CSB financial management systems, unspent balances for a regional program may be handled by the fiscal agent and CSBs participating in the regional program as they decide for purposes allowable for the regional program. All participating CSBs must review and approve how these balances are handled and the agreed upon uses must fall within the allowable uses for any restricted regional programs. Balances for regional programs may be prorated to each participating CSB for its own locally determined uses or allocated to a CSB or CSBs for regionally approved uses, or the CSB that functions as the regional program's fiscal agent may retain and expend the funds for purposes determined by all of the participating CSBs. Procedures for handling regional program balances of unspent funds should be included in the regional program memorandum of agreement for the program among the participating CSBs, and those procedures must be consistent with the principles and procedures in this Appendix and the applicable provisions of the current performance contract.
- f. **Allowable Uses of Unspent State Fund Balances:** Consistent with the intent of the Grants to Localities item in the Appropriation Act and § 37.2-500 or § 37.2-601 of the Code of Virginia, CSBs may use unspent balances of state funds only for mental health, developmental, and substance use disorder services purposes. Any other uses of unspent state fund balances are not acceptable and are a violation of the CSB's performance contract with the Department.

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- g. **Collective Uses of Unspent Balances:** A group of CSBs may pool amounts of their unspent balances to address one-time issues or needs that are addressed more effectively or efficiently on a collective basis. Any pooled restricted funds must be used in accordance with the terms of the restriction. The use of these pooled unspent balances shall be consistent with the principles and procedures in this Appendix.
2. **Reserve Funds:** A CSB shall place all unspent balances of unrestricted and restricted state funds that it has accumulated from previous fiscal years in a separate reserve fund. CSBs shall identify and account separately for unspent balances of each type of restricted state funds from previous fiscal years in the reserve fund. The CSB shall use this reserve fund only for mental health, developmental, and substance use disorder services purposes, as specified in these principles and procedures or by the Department.
- a. Reserve funds must not be established using current fiscal year funds, which are appropriated, granted, and disbursed for the provision of services in that fiscal year. This is particularly relevant for funds restricted by funding sources such as the General Assembly, since these funds cannot be used for another purpose. Transferring current fiscal year state funds into a reserve fund or otherwise intentionally not expending them solely for the purpose of accumulating unspent state funds to create or increase a reserve fund is a violation of the legislative intent of the Appropriation Act and is not acceptable.
- b. **Size of Reserve Funds:** The maximum acceptable amount of unspent state fund balances that a CSB may accumulate in a reserve fund shall be equal to 50 percent of the amount of all state funds received from the Department during the current fiscal year up to a maximum of \$7 million. If this amount of all state funds is less than 50 percent of the total amount of state funds received by the CSB during any one of the preceding five fiscal years, then 50 percent of that larger amount shall constitute the acceptable maximum amount of unspent state fund balances that may be accumulated in a reserve account.
- i. If a CSB has accumulated more than this amount, it must expend enough of those reserve funds on allowable uses for mental health, developmental, or substance use disorder services purposes to reduce the amount of accumulated state fund balances to less than 50 percent of the amount of all state funds received from the Department during the current fiscal year.
- ii. In calculating the amount of acceptable accumulated state fund balances, amounts of long term capital obligations incurred by a CSB shall be excluded from the calculation. If a CSB has a plan approved by its CSB board and reviewed and approved in advance by the Department to reserve a portion of accumulated balances toward an identified future capital expense such as the purchase, construction, renovation, or replacement of land or buildings used to provide mental health, developmental, or substance use disorder services; purchase or replacement of other capital equipment, including facility-related machinery or equipment; or purchase of information system equipment or software, the reserved amounts of state funds shall be excluded from the maximum acceptable amount of unspent state fund balances.
3. **Effective Period of Restrictions on State General Funds**
- a. Allowable uses of state funds for identified purposes (restricted funds) remain restricted as originally appropriated. After the end of the biennium in which the restricted funds were disbursed to CSB, any unexpended balances of those state funds shall be identified and shall remain restricted for permissible purposes. CSB must obtain approval from the Department to use these funds for other purposes.
- b. The Department may request an accounting of the total amount of accumulated unexpended restricted state funds per funding source. If necessary, the Department may direct the CSBs to

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repurpose the use of those funds or the Department may re-allocate those funds amongst other CSBs based on need.

**4. Performance Contract Exhibit A Documentation**

- a. All uses of unspent balances of state funds shall be documented in the CSB's performance contract for the year in which the unspent balances are expended. If the balances will be used to support operational costs, the funds shall be shown as state retained earnings in the performance contract and in the CARS mid-year report, if the expense occurs in the first two quarters, and in the end of the fiscal year CARS report.
- b. If the balances will be used for major capital expenses, such as the purchase, construction, major renovation, or replacement of land or buildings used to provide mental health, developmental, or substance use disorder services or the CSB's management and administrative operations or the purchase or replacement of information system equipment, these costs shall be shown as state retained earnings and shall be described separately on the Financial Comments page (AF-2) of the performance contract and the CARS reports.
- c. Balances used for major capital expenses shall be included in appropriate lines as applicable but shall not be included in the service costs shown in the performance contract or CARS reports because these expenses would distort the ongoing costs of the services in which the major capital expenses would be included. Differences between the financial and service costs related to the inclusion of unspent balances as retained earnings for major capital expenses shall be explained on the Reconciliation of Financial Report and Core Services Costs by Program Area page. However, depreciation of those capital assets can be included in service costs.
- d. In either case, for each separate use of unspent balances of state funds, the amount expended and the category from those listed in the expenditure shall be shown on the Financial Comments page of the CARS report. The amount of unspent balances must be shown along with the specific sources of those balances, such as unrestricted state funds or particular restricted state funds. Uses of unspent balances of state funds shall be reviewed and approved by the Department in accordance with the principles and procedures in this document and the Performance Contract Process in Exhibit E of the performance contract.
- e. CSBs may maintain their accounting records on a cash or accrual basis for day-to-day accounting and financial management purposes; however its CARS reporting must be in compliance with Generally Accepted Accounting Principles (GAAP). CSBs may submit CARS reports to the Department on a cash or modified accrual basis, but they must report on a consistent basis; and the CARS reports must include all funds contained in the performance contract that are received by the CSB during the reporting period.

**5. Department Review of Unspent Balances**

In exercising its stewardship responsibility to ensure the most effective, prudent, and accountable uses of state funds, the Department may require CSBs to report amounts of unexpended state funds from previous fiscal years. The Department also may withhold current fiscal year disbursements of state funds from a CSB if amounts of unexpended state funds for the same purposes in the CSB's reserve account exceed the limits in this document. This action would not affect the allocation of those state funds in the following fiscal year. The Department also may review available unspent balances of state funds with a CSB that exhibits a persistent pattern of providing lower levels of services while generating significant balances of unspent state funds, and the Department may take actions authorized by State Board Policy 6005 to address this situation. Finally, the Department may establish other requirements in collaboration with CSBs for the identification, use, reporting, or redistribution of unexpended balances of state funds.

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**Appendix D: User Acceptance Testing Process**

1. User acceptance testing (UAT) is testing used to validate an application against the business requirements. It also provides the opportunity for the end user/client to determine if the application is acceptable or not. UAT is the last step in ensuring that the application is performing as expected and to minimize any future undue costs caused by unexpected errors and decreased data veracity.
2. By the time an application has reached the UAT process, the code is expected to work as determined in the business requirements. Unpredictability is one of the least desirable outcomes of using any application. Several factors make UAT necessary for any software development or modification project, especially for complex applications like CCS 3 or the Waiver Management System (WaMS) that interface with many IT vendor-supplied data files and are used by many different end users in different ways.
3. In the UAT process, end users test the business functionality of the application to determine if it can support day-to-day business practices and user case scenarios. The Community Service Boards (CSB) and Department of Behavioral Health and Developmental Services (DBHDS) will use the following UAT process for major new releases and/or upgrades of CCS 3, WaMS, or other applications that involve the addition of new data elements or reporting requirements or other functions that would require significant work by CSB IT staff and vendors.
4. Major changes in complex systems such as CCS or WaMS shall occur only once per year at the start of the fiscal year and in accordance with the testing process below. Critical and unexpected changes may occur outside of this annual process for business applications, under those circumstances DBHDS will follow the established UAT process to implement them. Smaller applications follow the process below at the discretion of the DBHDS and the VACSB DMC. (Virginia Community Service Board Data Management Committee).
5. Minor releases of CCS 3 or other applications will utilize shorter processes that will require a modification to the established UAT process. Minor releases can be described as small modifications of the application and that does not involve collecting new data elements. For example, bug fixes or correcting vendor or CSB names or adding values in existing look up tables may start at D-35.

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<b>Department and CSB User Acceptance Testing Process</b>	
<b>Time Frame</b>	<b>Action</b>
D Day	Date data must be received by the Department (e.g., 8/31 for CCS 3 monthly submissions and 7/1 for WaMS).
D - 15	The Department issues the final version of the new release to CSBs for their use.
D - 20	UAT is completed and application release is completed.
D - 35	UAT CSBs receive the beta version of the new release and UAT begins.
D - 50	CSBs begin collecting new data elements that will be in the new release. Not all releases will involve new data elements, so for some releases, this date would not be applicable.
D - 140	The Department issues the final revised specifications that will apply to the new release. The revised specifications will be accompanied by agreed upon requirements specifications outlining all of the other changes in the new release. CSBs use the revised specifications to modify internal business practices and work with their IT vendors to modify their EHRs and extracts.
Unknown	The time prior to D-150 in which the Department and CSBs develop and negotiate the proposed application changes. The time needed for this step is unknown and will vary for each new release depending on the content of the release.

*\*Time Frame is based on calendar days*

<b>Department and CSB User Acceptance Testing Process</b>	
<b>Time Frame</b>	<b>Action</b>
Variable	The time prior to D-150 in which DBHDS and CSBs develop and negotiate the proposed application changes. The time needed for this step is unknown and will vary for each new release depending on the content of the release
D - 140	The Department issues the final revised specifications that will apply to the new release. The revised specifications will be accompanied by agreed upon requirements specifications outlining all changes in the new release.
D - 50	CSBs begin collecting new data elements that will be in the new release. Not all releases will involve new data elements, so for some releases, this date would not be applicable.
D - 35	UAT testers (DBHDS & CSB representatives) receive the beta version of the new release and UAT begins.
D - 20	UAT is completed. Test outcomes are validated and identified errors are mitigated. The application release is completed.
D - 15	The Department issues the final version of the new release to CSBs for their use.
D Day	Initial date data must be received by the Department (e.g., 8/31 for CCS 3 monthly submissions and 7/1 for WaMS).

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**Appendix E: INTENTIONALLY LEFT BLANK FOR FUTURE USE**