IV.-F.

Agenda Item

County of Hanover

Board Meeting: July 22, 2015

Subject: Request for Approval of FY16 Performance Contract with the Virginia Department of Behavioral Health and Developmental Services

Summary of Agenda Item: HCCSB staff reviewed and supplied the required data and information for the FY16 Performance Contract, a document developed by the Virginia Department of Behavioral Health and Developmental Services to be executed by each community services board and behavioral health authority in Virginia. This is a prerequisite for the receipt of state-controlled funds for mental health, intellectual disabilities and substance use disorder services. Execution of the Performance Contract requires approval by both the CSB Board and the Board of Supervisors.

The Code of Virginia requires that prior to the execution of the performance contract, each community services board and behavioral health authority make the proposed Performance Contract available for public comment for a thirty-day period. HCCSB made the proposed FY16 Performance Contract available for public comment on June 19, 2015. No public comments have been received to date; any received prior to the July 20, 2015 deadline will be provided. On July 20, 2015, the HCCSB Board is scheduled to take the necessary action to recommend to the Board of Supervisors the approval of the FY16 Performance Contract.

County Administrator's Recommended Board Motion: Approval of the FY16 Performance Contract

Hanover Community Services

Proposed FY2016 Performance Contract

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FY 2016 Community Services Performance Contract Renewal and Revision

1. **Contract Purpose**

   a. Title 37.2 of the Code of Virginia 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, developmental, and substance abuse services and supports and authorizes the Department to fund those services.

   b. Sections 37.2-500 through 37.2-512 of the Code of Virginia require cities and counties to establish community services boards for the purpose of providing local public mental health, developmental, and substance abuse 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. In this contract, the community services board, local government department with a policy-advisory community services board, or behavioral health authority named in section 11 will be referred to as the CSB. Section 37.2-500 or 37.2-601 of the Code of Virginia requires the CSB to function as the single point of entry into publicly funded mental health, developmental, and substance abuse 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 abuse services.

   c. Sections 37.2-508 and 37.2-608 of the Code of Virginia 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 performance contract to the Department.

   d. The CSB Administrative Requirements document is incorporated into and made a part of this contract by reference and includes or incorporates by reference ongoing statutory, regulatory, policy, and other requirements that are not contained in this contract. The CSB shall comply with all provisions and requirements in that document. If there is a conflict between provisions in the CSB Administrative Requirements document and in this contract, the language in this contract shall prevail. The CSB Administrative Requirements document is available at www.dbhds.virginia.gov/OCC-default.htm.

   e. The Department and 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. The CSB and the Department agree as follows.

2. **Relationship:** The Department functions as the state authority for the public mental health, developmental, and substance abuse services system, and the CSB functions as the local authority for that system. The relationship between and the roles and responsibilities of the Department and the CSB are described in the Partnership Agreement between the parties, which is incorporated into and made a part of this contract by reference. The Agreement is available at www.dbhds.virginia.gov/OCC-default.htm. 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.

3. **Contract Term:** This contract renewal and revision of the FY 2015 and FY 2016 contract shall be in effect for a term of one year, commencing on July 1, 2015 and ending on June 30, 2016, pursuant to the provisions of § 37.2-508 of the Code of Virginia.

4. Scope of Services

a. Services: Exhibit A of this contract includes all mental health, developmental, and substance abuse services provided or contracted by the CSB that are supported by the resources described in section 5 of this contract. Services and certain terms used in this contract are defined in the current Core Services Taxonomy, which is incorporated into and made a part of this contract by reference. It is available at www.dbhds.virginia.gov/OCC-default.htm.

1.) The CSB shall notify the Department before it begins providing a new category or subcategory or stops providing an existing category or subcategory of core 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 Community Contracting (OCC) in the Department 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.

2.) The CSB operating a residential crisis stabilization program shall not increase or decrease the licensed number of beds in the program or close the program temporarily or permanently without informing the Office of Licensing and the OCC and receiving the Department's approval prior to implementing the change. A residential crisis stabilization program shall accept any appropriate individuals under temporary detention orders (TDOs) and establish clinical criteria specifying the types of individuals under TDOs that it will accept. The CSB shall attach a copy of the criteria to the contract for the Department's review and approval.

b. Expenses for Services: The CSB shall provide those services funded within the funds and for the expenses 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 three program areas (mental health, developmental, and substance abuse 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.

c. Continuity of Care: The CSB shall follow the Continuity of Care Procedures in Appendix A of the CSB Administrative Requirements. The CSB shall comply with regional emergency services protocols.

1.) Coordination of Intellectual Disability Waiver Services: The CSB shall provide case management services to all individuals who are receiving services under the Medicaid Intellectual Disability Home and Community-Based Waiver (ID Waiver). In its capacity as the case manager for these individuals and in order to receive payment for services from the Department of Medical Assistance Services (DMAS), the CSB shall develop service authorization requests for ID and Day Support Waiver services and submit them to the Department for preauthorization, pursuant to the current DMAS/Department Interagency Agreement, under which the Department preauthorizes waiver services as a delegated function from the DMAS. As part of its specific case management responsibilities for individuals receiving ID Waiver services, the CSB shall coordinate and monitor the delivery of all services to individuals it serves, including monitoring the

receipt of services in an individual's individual support plan (ISP) that are delivered by independent providers who are reimbursed directly by the DMAS, to the extent that the CSB is not prohibited from doing so by such providers (refer to the DMAS *Intellectual Disability Community Services Manual*). The CSB may raise issues regarding its efforts to coordinate and monitor services provided by independent vendors to the applicable funding or licensing authority, such as the Department, DMAS, or Virginia Department of Social Services.

In fulfilling this service coordination responsibility, the CSB shall not restrict or seek to influence an individual's choice among qualified service providers. This prohibition is not intended to restrict the ability of CSB case managers to make recommendations based on their professional judgment to individuals regarding those available service options that best meet the terms of the individuals' ISPs and allow for the most effective coordination of services. This section does not, nor shall it be construed to, make the CSB legally liable for the actions of independent providers of ID Waiver services.

2.) **Linkages with Health Care:** When it arranges for the care and treatment of individuals in hospitals, inpatient psychiatric facilities, or psychiatric units of hospitals, the CSB shall assure its staff's cooperation with those hospitals, inpatient psychiatric facilities, or psychiatric units of hospitals, especially emergency rooms and emergency room physicians, in order to promote continuity of care for those individuals. Pursuant to subdivision A.4 of § 37.2-505, the CSB shall provide information about its substance abuse services for minors to all hospitals in its service area that are licensed pursuant to Article 1 of Chapter 5 of Title 32.1 using a template provided by the Department.

3.) **Medical Screening and Medical Assessment:** When it arranges for the treatment of individuals in state hospitals or local inpatient psychiatric facilities or psychiatric units of hospitals, the CSB shall assure that its staff follows the *Medical Screening and Medical Assessment Guidance,* Second Edition, effective on April 1, 2014. The CSB 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.

4.) **Coordination with Local Psychiatric Hospitals:** When the CSB performed the preadmission screening and when referral to the CSB is likely upon the discharge of an individual admitted involuntarily, the CSB shall coordinate or, if it pays for the service, approve an individual's admission to and continued stay in a psychiatric unit or hospital and collaborate with that unit or hospital to assure appropriate treatment and discharge planning to the least restrictive setting and to avoid the use of these facilities when the service is no longer needed.

5.) **Targeted Case Management Services:** In accordance with the Community Mental Health Rehabilitative Services manual and the ID Community Services manual issued by the DMAS, the CSB shall be the only provider of rehabilitative mental health case management and targeted ID case management services.

6.) **Choice of Case Managers:** Individuals receiving case management services shall be offered a choice of case managers to the extent possible, and this shall be documented by a procedure to address requests for changing a case manager or for receiving case management services at another CSB. The CSB shall provide a copy of this procedure to the Department upon request. During its inspections, the Department's Licensing Office may verify this as it reviews services records and examines the procedure.

7.) Access to Services: The CSB shall not require an individual to receive case management services in order to receive other services that it provides, directly or contractually, unless it is permitted to do so by applicable regulations or the person is an adult with a serious mental illness, a child with or at risk of serious emotional disturbance, or an individual with an intellectual disability or a substance use disorder, the person is receiving more than one other service from the CSB, or a licensed clinician employed or contracted by the CSB determines that case management services are clinically necessary for that individual. Federal Medicaid targeted case management regulations forbid using case management to restrict access to other services by Medicaid recipients or compelling Medicaid recipients to receive case management if they are receiving another service.

There are legitimate reasons for denying services to an individual, including lack of available capacity in a service, the service not being offered by the CSB, the service not being clinically appropriate for the individual, or the individual not meeting the service's admission criteria. However, the CSB shall not establish or implement policies that deny or limit access to services funded in part by state or local matching funds or federal block grant funds only because an individual: a.) is not able to pay for services, b.) is not enrolled in Medicaid, or c.) is involved in the criminal justice system.

8.) PACT Criteria: If the CSB receives state or federal funds for a Program of Assertive Community Treatment (PACT), it shall:

a.) Prioritize providing services to individuals with serious mental illnesses who are frequent recipients of inpatient services or are homeless;

b.) Achieve and maintain a caseload of 80 individuals receiving services after two years from the date of initial funding by the Department; and

c.) Participate in technical assistance recommended by the Department.

9.) Virginia Psychiatric Bed Registry: The CSB shall participate in and utilize the Virginia Psychiatric Bed Registry required by § 37.2-308.1 of the Code of Virginia 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. If the CSB operates residential crisis stabilization services, it shall update information about bed availability <u>included in</u> the registry whenever there is a change in bed availability for the facility or, if no change in bed availability has occurred, at least daily.

10.) Preadmission Screening: 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 of Virginia 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 evaluators meet the qualifications established by the Department and have received required training provided by the Department.

11.) Discharge Planning: The CSB shall provide discharge planning pursuant to § 37.2-505 or § 37.2-606 of the Code of Virginia and in accordance with State Board Policies 1035 and 1036, the Continuity of Care Procedures, and the current *Discharge Protocols for Community Services Boards and State Hospitals* and the *Training Center - Community Services Board Admission and Discharge Protocols for Individuals with*

Intellectual Disabilities issued by the Department that are incorporated into and made a part of this contract by reference. The protocols are available on the Department's web site. The CSB shall monitor the state hospital extraordinary barriers to discharge list and strive to achieve community placements for individuals on the list for whom it is the case management CSB as soon as possible.

12.) **Developmental Disabilities Information and Referral:** The CSB shall provide reliable, timely, and accurate information to the extent that it is available to the CSB about and referral to the full range of available and appropriate services and supports and resources in the community for individuals with developmental disabilities other than intellectual disability and their family members who are seeking those services and supports.

d. Populations Served: The CSB shall provide needed services to adults with serious mental illnesses, children with or at risk of serious emotional disturbance, and individuals with intellectual disability or substance use disorder to the greatest extent possible within the resources available to it for this purpose. These populations are defined in the current Core Services Taxonomy.

e. Department of Justice Settlement Agreement Requirements: The CSB 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 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]. Sections identified in text or brackets refer to sections in the Agreement. Requirements apply to the target population in section III.B: individuals with intellectual or developmental disabilities who currently (i) reside in training centers, (ii) meet criteria for the ID or DD Waiver waiting list, (iii) reside in a nursing home or an ICF, or (iv) receive Medicaid Home and Community-Based ID or DD Waiver services.

1.) 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 who are not directly providing or supervising the provision of Waiver services to those individuals [section III.C.5.c, p. 8].

2.) For individuals receiving case management services pursuant to the Agreement, the individual's case manager 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]. At these face-to-face meetings, the case manager 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 support plan 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. 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 shall document the issue, convene the individual's service planning team to address it, and document its resolution.

3.) Using a process developed jointly by the Department and VACSB Data Management Committee, within 12 months of the effective date of the Agreement, the CSB shall

report the number, type, and frequency of case manager contacts with individuals receiving case management services [section V.F.4, p. 27].

4.) Within 24 months, the CSB shall report key indicators, selected from relevant domains in section V.D.3 on page 24, from the case manager's face-to-face visits and observations and assessments [section V.F.5, p 27].

5.) Within 12 months of the effective date of the Agreement, the individual's case manager shall meet with the individual face-to-face at least every 30 days, and at least one such visit every two months 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[1];

   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 available at http://www.dbhds.virginia.gov/settlement/Guidance%20Enhanced%20Case%20Management%20Criteria%2004252014.pdf for additional information.

6.) Case managers shall give individuals a choice of service providers from which the individual may receive approved Waiver services and shall present practicable options of service providers based on the preferences of the individual, including both CSB and non-CSB providers [section III.C.5.c, p. 8].

7.) Case managers shall offer education about less restrictive community options at least annually to any individuals living outside of their own or their families' homes and, if relevant, to their authorized representatives or guardians [sec. III.D.7, p. 14].

8.) 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 and assist callers in identifying and connecting with local services, and, where necessary, to dispatch at least one mobile crisis team member adequately trained to address the crisis [section III.C.6.b.i.A, p. 9]. This requirement shall be met through the regional 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 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]. Emergency services staff shall receive consistent training from the Department on the REACH crisis response system.

9.) 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 and support coordinators to individuals receiving day support or employment services.

10.) CSB case managers shall liaison with the Department's regional Community Resource Consultants in their regions [section III.E.1, p. 14].

11.) Case managers shall participate in discharge planning with individuals' personal support teams (PSTs) for individuals in training centers for whom the CSB is the case management CSB, pursuant to § 37.2-505 and § 37.2-837 of the Code of Virginia that requires the CSB to develop discharge plans in collaboration with training centers [section IV.B.6, p. 16].

12.) In developing discharge plans, CSB case managers, in collaboration with PSTs, shall provide to individuals and, where applicable, their authorized representatives, specific options for types of community placements, services, and supports based on the discharge plan and the opportunity to discuss and meaningfully consider these options [section IV.B.9, p. 17].

13.) CSB case managers and PSTs shall coordinate with specific types of community providers identified in discharge plans as providing appropriate community-based services for individuals to provide individuals, their families, and, where applicable, their authorized representatives with opportunities to speak with those providers, visit community placements (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].

14.) CSB case managers 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].

15.) Case managers 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].

16.) 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].

17.) If it provides day support or residential services to individuals in the target population, the CSB shall implement risk management 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].

18.) Using the protocol and 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 of Virginia, serious injuries as defined in 12 VAC 35-115-30, or deaths to the Department [section V.C.2, p. 22].

19.) 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,
b.) physical, mental, and behavioral health and well being,
c.) avoiding crises,
d.) stability,
e.) choice and self-determination,
f.) community inclusion,
g.) access to services,
h.) provider capacity

[section V.D.3, pgs. 24 & 25].

20.) Participate in the regional quality council established by the Department that is responsible for assessing relevant data, identifying trends, and recommending responsive actions in its region [section V.D.5.a, p. 25].

21.) Provide access to and assist 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 being provided to individuals receiving services under the Agreement [section VI.H, p. 30 and 31].

22.) Participate with the Department and its third party vendor in the implementation of Quality Service Reviews by reviewing, correcting, and providing individual and authorized representative contact information and background information to the vendor for the sample of individuals receiving ID or day support (DS) waiver services under the Agreement selected to participate in the annual National Core Indicators (NCI) individual survey; providing information needed by the vendor to send annual NCI family surveys to families of individuals receiving services under the Agreement; and completing the web-based annual NCI provider survey [section V.I, p. 28].

23.) The CSB will 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 days of an individual choosing placement in an intermediate care facility, a nursing facility, a training center, or a group home with a licensed capacity of five beds or more;

b.) if the CSB is having difficulty finding services within 30 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].

24.) Case managers will 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].

The Department encourages the CSB to provide the Independent Reviewer with access to its services and records and to individuals receiving services from the CSB; however, access shall be at the sole discretion of the CSB [section VI.G, p. 31].

f. Emergency Services Availability: No later than September 30, 2015, 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. The number(s) shall provide immediate access to a qualified emergency services staff member. Immediate access means as soon as possible and within no more than 15 minutes. The phone number(s) shall be widely disseminated throughout the service area, including local telephone books and appropriate local government and public service web sites, and shall be displayed prominently on the main page of the CSB's web site. By September 30, 2015, the CSB shall implement procedures for handling emergency services telephone calls that ensure adequate emergency services staff coverage, particularly after business hours, so that qualified staff responds immediately to calls for emergency services. The CSB shall provide the procedures for handling emergency services calls to the Department upon request. Using an answering service with

no immediate transfer to qualified CSB emergency services staff or 911 or the local sheriff's or police department's phone number does not satisfy this requirement.

g. Emergency Evaluations

1.) The purpose of emergency evaluations is to determine whether the person meets the criteria for temporary detention pursuant to § 37.2-809 of the Code of Virginia and to assess the need for hospitalization or treatment. The evaluations shall be performed by certified preadmission screening evaluators. Emergency evaluations are highly variable and individualized crisis assessments with clinical requirements that will vary based on the nature of the clinical presentation. However, the CSB shall ensure that all emergency evaluations conducted by its staff include at a minimum:

a.) A review of past clinical and treatment information if available;

b.) Pertinent information from the clinical interview and collateral contacts or documentation of why this information was unavailable at the time of the evaluation;

c.) A documented risk assessment that includes an evaluation of the likelihood that, as a result of mental illness, the person will, in the near future, cause serious physical harm to himself or others as evidenced by recent behavior causing, attempting, or threatening harm and other relevant information, if any;

d.) Thorough and detailed documentation of the clinical disposition and the rationale for it;

e.) Documentation of all hospitals contacted, including state hospitals; and

f.) Documentation of contact with the staff's supervisor and CSB leadership about the evaluation when necessary and documentation of mandatory notification of CSB and Department leadership within 60 minutes of an ECO expiring without locating an appropriate bed.

2.) If the CSB uses an emergency evaluation as the preadmission screening report that is required by § 37.2-816 of the Code of Virginia, the emergency evaluation also shall comply with requirements in that section; it shall state:

a.) whether the person has a mental illness, and whether there exists a substantial likelihood that, as a result of mental illness, the person will, in the near future,

(i) cause serious physical harm to himself or others as evidenced by recent behavior causing, attempting, or threatening harm and other relevant information, if any, or

(ii) suffer serious harm due to his lack of capacity to protect himself from harm or provide for his basic human needs;

b.) whether the person is in need of involuntary inpatient treatment;

c.) whether there is no less restrictive alternative to inpatient treatment; and

d.) the recommendations for that person's placement, care, and treatment including, where appropriate, recommendations for mandatory outpatient treatment.

h. Emergency Evaluations Staff: The CSB and the Department prioritize having emergency custody or preadmission screening evaluations performed pursuant to §37.2-808.B or § 37.2-816 of the Code of Virginia, hereafter referred to as emergency evaluations, provided by the most qualified, knowledgeable, and experienced CSB staff. Emergency evaluations are face-to-face clinical evaluations performed by designated CSB staff of persons in crisis who may be in emergency custody or who may need involuntary temporary detention or other emergency treatment. The CSB agrees to work with the Department to establish a process to enhance the qualifications, training, and oversight of CSB emergency evaluators

and increase the quality, accountability, and standardization of emergency evaluations. The Department and the CSB agree that the applicable results of this effort shall be incorporated in the performance contract as an amendment at the appropriate time.

i. Developmental Case Management Services

1) Case managers 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 this affirmation as it reviews personnel records.

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

3) Case managers shall ensure that all information in the waiver electronic system is up to date such as CSB unique identifier, level of care information, living situation, terminations, transfers, and waiting list information.

4) Case managers shall request a Supports Intensity Scale (SIS) assessment through designated Department staff in the following circumstances:

   a.) when an individual is newly enrolled in the waiver, request a SIS assessment 60 days prior to enrollment; and

   b.) when an individual's status or needs have changed significantly after six months of maintained support, request a SIS assessment.

5) Case managers and other CSB staff will cooperate with the designated SIS contractor in scheduling and participating in SIS assessments.

6) Case managers shall notify the designated Department staff that an individual has been terminated from all waiver services.

7) Case managers shall submit the Request to Retain a Slot form and Slot Assignment Results spreadsheet to the appropriate Department staff.

5. Resources: Exhibit A of this contract includes the following resources: state funds and federal funds appropriated by the General Assembly and allocated by the Department to the CSB; balances of unexpended or unencumbered state and federal funds retained by the CSB and used in this contract to support services; local matching funds required by § 37.2-509 or § 37.2-611 of the Code of Virginia to receive allocations of state funds; Medicaid Clinic, Targeted Case Management, Rehabilitative Services, Habilitation Services, and Intellectual Disability Home and Community-Based Waiver payments and any other fees, as required by § 37.2-504 or § 37.2-605 of the Code of Virginia; and any other funds associated with or generated by the services shown in Exhibit A. 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.

a. Allocations of State General and Federal Funds: The Department shall inform the CSB of its state and federal fund allocations in a letter of notification. The Department may adjust allocation amounts during the term of this contract. The Department may reduce restricted or earmarked state or federal funds during the contract term if the CSB reduces

significantly or stops providing services supported by those funds as documented in Community Consumer Submission (CCS) or Community Automated Reporting System (CARS) reports. These reductions shall not be subject to provisions in sections 9.c or 9.f of this contract. The Commissioner or his designee shall communicate all adjustments to the CSB in writing. 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.

b. **Disbursement of State or Federal Funds:** Continued disbursement of semi-monthly payments of restricted or earmarked state or federal funds by the Department to the CSB may be contingent on documentation in the CSB's CCS and CARS reports that it is providing the services supported by these funds.

c. Conditions on the Use of Resources: The Department can attach specific conditions or requirements for use of funds, separate from those established by other authorities, only to the state and federal funds that it allocates to the CSB and the 10 percent local matching funds that are required to obtain the CSB's state fund allocations.

6. CSB Responsibilities

a. State Hospital Bed Utilization: In accordance with § 37.2-508 or § 37.2-608 of the Code of Virginia, the CSB shall develop jointly with the Department and with input from private providers involved with the public mental health, developmental, and substance abuse services system mechanisms, such as the Discharge Protocols, Extraordinary Barriers to Discharge lists, and regional utilization management procedures and practices, and employ these mechanisms collaboratively with state hospitals that serve it to manage the utilization of state hospital beds. Utilization will be measured by bed days received by individuals for whom the CSB is the case management CSB.
The CSB shall implement procedures or utilize existing local or regional protocols to ensure appropriate management of each admission to a state hospital under a civil temporary detention order recommended by the CSB's preadmission screening evaluators to identify the cause of the admission and the actions the CSB may take in the future to identify alternative facilities. The CSB shall provide copies of the procedures and analyses to the Department upon request.

b. 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 CSBs, 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 and updated at least every four years. The CSB shall develop, implement, and maintain, itself or in affiliation with other CSBs, a risk management plan or participate in a local government's risk management plan. The CSB shall work with the Department to identify how the CSB will address quality improvement activities.

The CSB shall implement, in collaboration with other CSBs in its region, the state hospitals and training centers serving its region, and private providers involved with the public mental health, developmental, and substance abuse services system, regional utilization management procedures and practices that reflect the Regional Utilization Management Guidance document that is incorporated into and made a part of this contract by reference and is available at www.dbhds.virginia.gov/OCC-default.htm.

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 when they are reported to the Department. The CSB shall provide a copy of its procedures to the Department upon request.

4.) **Individual Outcome and CSB Provider Performance Measures**

a.) **Measures:** Pursuant to § 37.2-508 or § 37.2-608 of the Code of Virginia, the CSB shall report the 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 of Virginia, the CSB shall participate in the Annual Survey of Individuals Receiving MH and SA Outpatient Services, the Annual Youth Services Survey for Families (i.e., Child MH survey), and the ID Family Survey (done at the time of the individual's annual planning meeting).

d.) **Strategic Prevention Framework (SPF):** The CSB shall utilize the evidenced-based SPF planning model to develop logic models and a comprehensive prevention plan in partnership with the community coalition in its service area. The SPF model includes: utilizing community, regional, and state data for needs assessment; building capacity to successfully implement prevention services; developing a logic model and strategic plan with measurable goals, objectives, and strategies; identifying and implementing evidenced-based programs, practices, and strategies that are linked to data and target populations; evaluating program management and decision making for enabling the ability to reach outcomes; planning for sustainability of prevention outcomes; and utilizing cultural competence throughout all aspects of the SPF process.

e.) **Logic Model and Comprehensive Prevention Services Delivery Plan:** The logic models and comprehensive prevention services delivery plan shall identify individual (i.e., youth, families, and parents), community, and population level strategies (e.g. environmental approaches). One logic model shall outline CSB grant-funded prevention services. The other shall be the CSB partnership coalition's logic model reflecting the collaborative relationship of the CSB with the coalition in the implementation of community-level and environmental approaches. The CSB shall utilize the Institute of Medicine model to identify target populations based on levels of risk - universal, selective, and indicated. Substance abuse prevention services may not be delivered to persons who have substance use disorders in an effort to prevent continued substance use. The CSB shall utilize the six CSAP evidenced-based strategies: information dissemination, education and skill building, alternatives, problem I.D. and referral, community based process, and environmental

approaches. Seventy-five percent of SAPT block grant prevention services shall be programs, practices, or strategies included in a federal list of evidence-based interventions, of which a minimum of 25 percent shall be environmental strategies.

f.) Prevention Services Evaluations: The CSB shall work with OMNI Institute, the Department's evaluation contractor, to develop an evaluation plan for its SAPT block grant-funded services.

g.) Merchant Education: In July 1992, Congress enacted P.L. 102-321 section 1926, the SYNAR Amendment, to decrease youth access to tobacco. To stay in compliance with the SAPT block grant, states must meet and sustain the merchant retail violation rate (RVR) under 20 percent or face penalties to the entire SAPT block grant. 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 should 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 its catchment area. Other merchants should be added if deemed to be at higher risk due to factors such as in proximity to schools. The CSB, itself or in collaboration with the local coalition, shall conduct an environmental scan of its service area to maintain an updated list of e-cigarette and other vapor shops or outlets that shall be submitted to the Department annually. Beginning in FY 2003, the Department allocated $10,000 annually to the CSB to complete SYNAR-related tasks. All merchant education and environmental scan activities shall be documented as environmental SYNAR activity in the Prevention data system, Social Solutions - ETO Software. Tobacco education programs for youth with the goal of reducing prevalence or use are not to be identified as Synar activities.

h.) Recovery Orientation: The CSB shall implement a plan for assessing and increasing its recovery orientation over time in accordance with Section 5: Advancing the Vision of the Partnership Agreement and shall administer the Recovery Oriented Systems Indicators (ROSI) Consumer Survey (42 items) with a statistically valid sample of five percent or a minimum of 70, whichever is larger, of individuals with serious mental illness receiving mental health services from the CSB and the ROSI Provider Survey (23 item Administrative Profile) biennially and report on its recovery orientation to the Department by the last business day of March in odd-numbered years.

5.) Case Management Services Training: The CSB shall ensure that all direct and contract staff that provides case management services have completed the case management curriculum developed by the Department within 60 days of its availability on the internet for current staff and thereafter within 30 days of employment for new staff.

6.) Developmental Case Management Services Organization: The CSB shall structure its developmental case management services to be organizationally distinct and separate from services that it provides to ensure the independence of services from case management and avoid perceptions of undue case management influence on service choices by individuals.

7.) 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 of Virginia or with a valid authorization by the individual receiving services or his authorized representative that complies with the Human Rights Regulations and the 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.

8.) **Response to Complaints:** Pursuant to § 37.2-504 or § 37.2-605 of the Code of Virginia, 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 and provide copies to all individuals when they are admitted for services and provide a copy to the Department upon request.

9.) **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.

c. Reporting Requirements

1.) **CSB Responsibilities:** For purposes of reporting to the Department, the CSB shall comply with State Board Policy 1037 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 of Virginia, 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 of Virginia, and as defined in the current CCS Extract Specifications and Design Specifications, including the current Business Rules, that are available on the Department's web site at www.dbhds.virginia.gov/OCC-default.htm and are incorporated into and made a part of this contract by reference;

b.) follow the current Core Services Taxonomy and CCS Extract Specifications and Design Specifications, including the current Business Rules, 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;

d.) follow the user acceptance testing process described in Appendix D of the CSB Administrative Requirements for new CCS 3 releases and participate in the user acceptance testing process when requested to do so by the Department;

e.) report KIT Prevention System or any subsequent system contracted by the Department data on all substance abuse prevention services provided by the CSB, including services that are supported wholly or in part by the Substance Abuse Prevention and Treatment (SAPT) Block Grant allocation for prevention services, LINK prevention, and substance abuse prevention services funded by other grants and reported under substance abuse in the CARS, and enter KIT Prevention System or any subsequent system contracted by the Department data by June 15 on goals, objectives, and linked programs, strategies, and practices approved by the community prevention planning coalition;

f.) 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 of Virginia and as permitted under 45 CFR §§ 164.506 (c) (1) and (3), 164.512 (d), and 164.512 (k) (6) (ii);

g.) report data and information required by the current Appropriation Act; and

h.) report data identified collaboratively by the Department and the CSB working through the Virginia Association of Community Services Boards Data Management Committee on the regional REACH program if the CSB is the fiscal agent for this program.

2.) 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 quarterly through the CARS, and state and federal block grant funds expended by core service with the fourth quarter 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.) community waiting list information for the Comprehensive State Plan that is required by § 37.2-315 of the Code of Virginia, as permitted under § 32.1-127.1:03 (D) (6) of the Code of Virginia and 45 CFR § 164.512 (d) and (k) (6) (ii) (when required);

d.) State Facility Discharge Waiting List Data Base reports using ACCESS software supplied by the Department;

e.) Federal Balance Report (October 15);

f.) PATH reports (mid-year and at the end of the fiscal year);

g.) Report amounts of state, local, federal, Medicaid, other fees, other funds used to pay for services by core service in each program area and emergency and ancillary services in the end of the fiscal year CARS report; and

h.) other reporting requirements in the current CCS Extract or Design Specifications.

3.) Subsequent Reporting Requirements: In accordance with State Board Policy 1037, the CSB shall work with the Department through the Virginia Association of Community Services Boards Data Management Committee (DMC) to ensure that current data and reporting requirements are consistent with each other and the current Core Services Taxonomy, the current CCS, and the Treatment Episode Data Set (TEDS) and other federal reporting requirements. The CSB also shall work with the Department 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, the current CCS, and the TEDS and other federal reporting requirements.

4.) 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.

5.) Streamlining Reporting Requirements: The CSB shall work with the Department through the DMC to review existing reporting requirements including the current CCS 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.

d. 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.

e. Compliance Requirements: The CSB shall comply with all applicable federal, state, and local laws and regulations, including those contained or referenced in the CSB Administrative Requirements and Exhibits F and J of this contract, as they affect the operation of this contract. Any substantive change in the CSB Administrative Requirements, except changes in statutory, regulatory, policy, or other requirements or in other documents incorporated by reference in it, which changes are made in accordance with processes or procedures associated with those statutes, regulations, policies, or other requirements or documents, shall constitute an amendment of this contract, made in accordance with applicable provisions of the Partnership Agreement, that requires a new contract signature page signed by both parties. 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.

The CSB shall comply with the Health Insurance Portability and Accountability Act of 1996 (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. The CSB shall ensure sensitive data, including HIPAA-protected health information, personally identifiable information, and other confidential data, exchanged electronically with the Department, its state hospitals and training centers, other CSBs, other providers, or persons meets the requirements in the FIPS 140-2 standard and is encrypted using a method supported by the Department. The Department will accept 256 bit encryption methods that are FIPS 140-2 compliant.

The CSB shall follow the procedures and satisfy the requirements in the Performance Contract Process and the Administrative Performance Standards in Exhibits E and I of this contract. The CSB shall document compliance with § 37.2-501 or § 37.2-602 of the Code of Virginia in Exhibit H of this contract.

f. 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 Appendices E and F of the Core Services Taxonomy. The CSB agrees to participate in any utilization review or management activities conducted by the Department involving services provided through a regional program. Protected health information, personally identifiable information, or other information may be disclosed as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (k) (6) (ii) of the HIPAA regulations and under §32.1-127.1:03.D (6) of the Code.

g. Intensive Care Coordination for the Comprehensive Services Act

1.) As the single point of entry into publicly funded mental health, developmental, and substance abuse services pursuant to § 37.2-500 of the Code of Virginia and as the exclusive provider of Medicaid rehabilitative mental health and targeted ID case management services, the CSB is the most appropriate provider of intensive care coordination (ICC) services through the Comprehensive Services Act for At-Risk Youth and Families (CSA). The CSB and the local Community Policy and Management Team (CPMT) in its service area shall determine collaboratively the most appropriate and cost-effective provider of ICC services for children who are placed in or are at risk of being placed in residential care through the CSA program in accordance with guidelines developed by the State Executive Council and shall develop a local plan for ICC services that best meets the needs of those children and their families. If there is more than one CPMT in the CSB's service area, the CPMTs and the CSB may work together as a region to develop a plan for ICC services.

2.) If the CSB is identified as the provider of ICC services, it shall work in close collaboration with its CPMT(s) and Family Assessment and Planning Team(s) to implement ICC services, to assure adequate support for these services through local CSA funds, and to assure that all children receive appropriate assessment and care planning services. Examples of ICC activities include: efforts at diversion from more restrictive levels of care, discharge planning to expedite return from residential or facility care, and community placement monitoring and care coordination work with family members and other significant stakeholders. If it contracts with another entity to provide ICC services, the CSB shall remain fully responsible for ICC services, including monitoring the services provided under the contract.

h. **Electronic Health Record:** The CSB shall implement and maintain an electronic health record 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 CSBs.

i. **Reviews:** The CSB shall participate in the periodic, comprehensive administrative and programmatic 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.

j. **Consideration of Department Comments or Recommendations:** 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.

7. **Department Responsibilities**

a. **Funding:** The Department shall disburse state funds displayed in Exhibit A prospectively on a semi-monthly basis to the CSB, subject to the CSB's compliance with the provisions of this contract. Payments may be revised to reflect funding adjustments. The Department shall disburse federal grant funds that it receives to the CSB in accordance with the requirements of the applicable federal grant and, wherever possible, prospectively on a semi-monthly basis. The Department shall make these payments in accordance with Exhibit E of this contract.

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 post 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 on its web site.

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 provisions of the Continuity of Care Procedures, attached to the CSB Administrative Requirements as Appendix A, and the current *Discharge Protocols for Community Services Boards and State Hospitals* and the current *Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities*. 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 CSBs and other facilities to arrange for treatment of individuals in the state hospital, the state hospital shall assure that its staff follows the *Medical Screening and Medical Assessment Guidance*, Second Edition, effective on April 1, 2014. 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.

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.

6.) **Recovery Orientation:** The Department shall ensure that each state hospital implements a plan for assessing and increasing its recovery orientation over time in accordance with Section 5: Advancing the Vision of the Partnership Agreement, and each state hospital shall report on its recovery orientation to the Department by the last business day of March in odd-numbered years.

7.) **Virginia Psychiatric Bed Registry**: The Department shall participate in the Virginia Psychiatric Bed Registry required by § 37.2-308.1 of the Code of Virginia, and state hospitals shall update information about bed availability included in the registry whenever there is a change in bed availability for the hospital or, if no change in bed availability has occurred, at least daily.

c. Quality of Care

1.) Measures: The Department in collaboration with the VACSB Data Management and Quality Assurance Committees 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 of Virginia, 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.

2.) 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 post it on its web site. 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.

3.) 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 abuse services system to implement regional utilization management procedures and practices reflected in the Regional Utilization Management Guidance document that is incorporated into and made a part of this contract by reference.

4.) Recovery Orientation: The Department shall implement a plan for assessing and increasing its recovery orientation over time in accordance with Section 5: Advancing the Vision of the Partnership Agreement and shall report on its recovery orientation on

its web site by the last business day of March in odd-numbered years. It shall work with the CSB within the resources available to support the CSB's efforts to assess and increase its recovery orientation over time and review and provide feedback to the CSB on its efforts.

5.) **Continuity of Care:** In order to fulfill its responsibilities related to discharge planning, the Department shall comply with § 37.2-837 of the Code of Virginia, State Board Policy 1036, the current *Discharge Protocols for Community Services Boards and State Hospitals* and the current *Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities*, and the Continuity of Care Procedures, included in the CSB Administrative Requirements as Appendix A.

6.) **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*, monitor compliance with the human rights requirements in those regulations, and conduct reviews and investigations referenced in those regulations. The Department's human rights staff shall be available on a daily basis, including weekends and holidays, to receive reports of allegations of violations of the human rights of individuals receiving services from the CSB.

7.) **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.

d. Reporting Requirements

1.) **Subsequent Reporting Requirements:** In accordance with State Board Policy 1037, the Department shall work with CSBs through the Virginia Association of Community Services Boards Data Management Committee (DMC) to ensure that current data and reporting requirements are consistent with each other and the current Core Services Taxonomy, the current Community Consumer Submission (CCS), and the Treatment Episode Data Set (TEDS) and other federal reporting requirements. The Department also shall work with CSBs 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, the current CCS, and the TEDS and other federal reporting requirements.

2.) **Community Consumer Submission:** The Department shall collaborate with CSBs through the DMC in the implementation and modification of the current CCS, which reports individual characteristic and service data that is required under § 37.2-508 or § 37.2-608 of the Code of Virginia, 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 and Design Specifications, including the current Business Rules. The Department will receive and use individual characteristic and service data disclosed by the CSB through the CCS 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 of Virginia and shall implement

procedures to protect the confidentiality of this information pursuant to § 37.2-504 or § 37.2-605 of the Code of Virginia and HIPAA. The Department shall follow the user acceptance testing process described in Appendix D of the CSB Administrative Requirements for new CCS 3 releases.

3.) **Data Elements:** The Department shall work with CSBs 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.

4.) **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 Commissioner James Stewart on March 4, 2011.

5.) **Streamlining Reporting Requirements:** The Department shall work with CSBs through the DMC to review existing reporting requirements including the current CCS 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.

e. **Compliance Requirements:** The Department shall comply with all applicable state and federal statutes and regulations, including those contained or referenced in the CSB Administrative Requirements, as they affect the operation of this contract. Any substantive change in the CSB Administrative Requirements, except changes in statutory, regulatory, policy, or other requirements or in other documents incorporated by reference in it, which changes are made in accordance with processes or procedures associated with those statutes, regulations, policies, or other requirements or documents, shall constitute an amendment of this contract, made in accordance with applicable provisions of the Partnership Agreement, that requires a new contract signature page signed by both parties. 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.

The Department and its state hospitals and training centers shall comply with the Health Insurance Portability and Accountability Act of 1996 (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. The Department and its state hospitals and training centers shall ensure that any sensitive data, including HIPAA-protected health information, personally identifiable information, and other confidential data, exchanged electronically with CSBs, 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. The Department will use 256 bit encryption methods that are FIPS 140-2 compliant.

f. **Communication:** 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. The Department shall resolve, to the extent practicable, inconsistencies in state agency requirements that affect requirements in this contract. 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.

g. **Regional Programs:** The Department may conduct utilization review or management activities involving services provided by the CSB through a regional program. If such activities involve the disclosure of protected health information, personally identifiable information, or other information, the information may be used and disclosed as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (k) (6) (ii)) of the HIPAA regulations and §32.1-127.1:03.D (6) of the Code of Virginia. If the CSB's receipt of state funds as the fiscal agent for a regional program, as defined in the Regional Program Principles and the Regional Program Procedures in Appendices E and F of the current Core Services Taxonomy, including regional DAP, acute inpatient care (LIPOS), or state facility reinvestment project funds, causes it to be out of compliance with the 10 percent local matching funds requirement in § 37.2-509 of the Code of Virginia, the Department shall grant an automatic waiver of that requirement related to the funds for that regional program allocated to the other participating CSBs as authorized by that Code section and State Board Policy 4010.

h. **Peer Review Process:** The Department shall implement a process in collaboration with volunteer CSBs 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:** The Department shall implement and maintain an electronic health record 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 accessibility of services, streamline and reduce duplicate reporting and documentation requirements, obtain reimbursement for services, and exchange data with CSBs.

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 shall conduct a periodic, comprehensive administrative and programmatic 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. **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.

8. **Subcontracting:** 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. 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.

   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.

   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 3 data on individuals they served and services they delivered in the applicable format so that the CSB can include this data in its CCS 3 submissions to the Department. 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. 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. 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.

9. Terms and Conditions

a. **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.

b. **Compliance:** 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 I of this contract, may be taken if the CSB fails to satisfy the reporting requirements in this contract.

c. **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 section 9.f, which may be used to appeal only the following conditions:

1.) 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 adjustment of allocations or payments pursuant to section 5 of this contract;

2.) termination or suspension of the contract, unless funding is no longer available;

3.) refusal to negotiate or execute a contract modification;

4.) disputes arising over interpretation or precedence of terms, conditions, or scope of the contract; or

5.) determination that an expenditure is not allowable under this contract.

d. **Termination**

1.) The Department may terminate this contract immediately, in whole or in part, 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.

2.) The CSB may terminate this contract immediately, in whole or in part, 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.

3.) In accordance with § 37.2-508 or § 37.2-608 of the Code of Virginia, the Department may terminate all or a portion of this contract, after unsuccessful use of the remediation process described in section 9.e and after affording the CSB an adequate opportunity to use the dispute resolution process described in section 9.f of this contract. A written

notice specifying the cause shall be delivered 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.

e. **Remediation Process:** The remediation process mentioned in § 37.2-508 or § 37.2-608 of the Code of Virginia is an informal procedure that shall be used by the Department and the CSB to address a particular situation or condition identified by the Department or the CSB that may, if unresolved, result in termination of the contract, in whole or in part, in accordance with the provisions of section 9.d of this contract. The details of this remediation process shall be developed by the parties and added as an exhibit of this contract. This exhibit shall describe the situation or condition and include the performance measures that shall document a satisfactory resolution of the situation or condition.

f. **Dispute Resolution Process:** Disputes arising from any of the conditions in section 9.c of this contract shall be resolved using the following process.

1.) Within 15 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 Director of Community Contracting, 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 Director of Community Contracting shall review the written notice and determine if the dispute falls within the conditions listed in section 9.c. If it does not, the Director of Community Contracting 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 section 9.c, the Director of Community Contracting 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 indicating that he has no interest in the dispute. Any person with an interest in the dispute shall be relieved of panel responsibilities and another person shall be selected as a panel member.

5.) The Director of Community Contracting will 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.

6.) 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.

7.) 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.

8.) The findings of fact shall be final and conclusive and shall not be set aside by the Commissioner unless they are (1) fraudulent, arbitrary, or capricious; (2) so grossly erroneous as to imply bad faith; (3) 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 (4) not within the CSB's purview.

9.) 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.

10.) 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 or suspend the contract in the Circuit Court for the City of Richmond within 30 days of receipt of the final decision.

g. Contract Amendment: This contract, including all exhibits and incorporated documents, constitutes the entire agreement between the Department and the CSB. The services identified in Exhibit A of this contract may be revised in accordance with the performance contract revision instructions contained in Exhibit E of this contract. Other provisions of this contract may be amended only by mutual agreement of the parties, in writing and signed by the parties hereto.

h. Liability: 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. These responsibilities may be discharged 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 such 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.

i. Constitution of the CSB: The resolutions or ordinances currently in effect that were enacted by the governing body or bodies of the local government or governments to establish the CSB are consistent with applicable statutory requirements in §§ 37.2-500, 37.2-501, and 37.2-502 or §§ 37.2-601, 37.2-602, and 37.2-603 of the Code of Virginia and accurately reflect the current purpose, roles and responsibilities, local government membership, number and type of CSB board member appointments from each locality, the CSB's relationship with its local government or governments, and the name of the CSB.

j. 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.

10. 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

_____
Hanover County
CSB

By: _____
Name: Debra Ferguson, Ph.D.
Title: Commissioner

Date: _____

By: _____
Name: _____
Title: CSB Chairperson

Date: _____

By: _____
Name: _____
Title: CSB Executive Director

Date: _____

FY 2016 Community Services Performance Contract: Renewal and Revision

FY 2016 Exhibit A: Resources and Services

Hanover County Community Services Board

Consolidated Budget (Pages AF-3 through AF-8)				
Funding Sources	**Mental Health Services**	**Developmental Services**	**Substance Abuse Services**	**TOTAL**
State Funds	2,066,746	131,463	418,774	2,616,983
Local Matching Funds	1,973,340	2,043,415	442,531	4,459,286
Total Fees	1,463,006	1,515,113	27,443	3,005,562
Transfer Fees In/(Out)	0	0	0	0
Federal Funds	98,760	0	365,723	464,483
Other Funds	96,000	1,000	25,000	122,000
State Retained Earnings	0	0	0	0
Federal Retained Earnings	0		0	0
Other Retained Earnings	0	0	0	0
Subtotal Ongoing Funds	**5,697,852**	**3,690,991**	**1,279,471**	**10,668,314**
State Funds One-Time	0		0	0
Federal Funds One-Time	0		0	0
Subtotal One -Time Funds	**0**	**0**	**0**	**0**
TOTAL ALL FUNDS	**5,697,852**	**3,690,991**	**1,279,471**	**10,668,314**
Cost for MH/DV/SA Services	**4,621,009**	**3,690,991**	**1,351,309**	**9,663,309**
			Cost for Emergency Services (AP-4)	**965,802**
			Cost for Ancillary Services (AP-4)	**367,906**
			Total Cost	**10,997,017**

Local Match Computation	
Total State Funds	2,616,983
Total Local Matching Funds	4,459,286
Total State and Local Funds	7,076,269
Total Local Match % (Local/Total State + Local)	63.02%

CSB Administrative Expenses	
Total Admin. Expenses	1,649,341
Total Expenses	10,997,017
Administrative Percent	15.00%

FY2016 Community Services Performance Contract
Exhibit A: Resources and Services
Hanover County Community Services Board
Financial Comments

Comment1	None
Comment2	
Comment3	
Comment4	
Comment5	
Comment6	
Comment7	
Comment8	
Comment9	
Comment10	
Comment11	
Comment12	
Comment13	
Comment14	
Comment15	
Comment16	
Comment17	
Comment18	
Comment19	
Comment20	
Comment21	
Comment22	
Comment23	
Comment24	
Comment25	

FY 2016 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Mental Health (MH) Services

Hanover County Community Services Board

Funding Sources	Funds
FEES	
MH Medicaid Fees	1,118,356
MH Fees: Other	344,650
Total MH Fees	1,463,006
MH Transfer Fees In/(Out)	0
MH Net Fees	1,463,006
FEDERAL FUNDS	
MH FBG SED Child & Adolescent (93.958)	25,974
MH FBG Young Adult SMI (93.958)	0
MH FBG SMI (93.958)	42,786
MH FBG SMI PACT (93.958)	0
MH FBG SMI SWVMH Board (93.958)	0
Total MH FBG SMI Funds	42,786
MH FBG Geriatrics (93.958)	0
MH FBG Consumer Services (93.958)	0
Total MH FBG Adult Funds	42,786
MH Federal PATH (93.150)	0
MH Other Federal - DBHDS	0
MH Other Federal - CSB	30,000
Total MH Federal Funds	98,760
STATE FUNDS	
Regional Funds	
MH Acute Care (Fiscal Agent)	0
MH Acute Care Transfer In/(Out)	196,509
MH Net Acute Care - Restricted	196,509
MH Regional DAP (Fiscal Agent)	0
MH Regional DAP Transfer In/(Out)	490
MH Net Regional DAP - Restricted	490
MH 2014 DAP (Fiscal Agent)	0
MH 2014 DAP - Transfer In/(Out)	0
Total Net MH 2014 DAP - Restricted	0
MH Regional Residential DAP - Restricted	0
MH Crisis Stabilization (Fiscal Agent)	0
MH Crisis Stabilization - Transfer In/(Out)	96,768
Total Net MH Crisis Stabilization - Restricted	96,768
MH Recovery (Fiscal Agent)	0
MH Other Merged Regional Funds (Fiscal Agent)	0
MH Total Regional Transfer In/(Out)	140,340
Total MH Net Unrestricted Regional State Funds	140,340
Total MH Net Regional State Funds	434,107

FY 2016 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Mental Health (MH) Services

Hanover County Community Services Board

Funding Sources	Funds
Children State Funds	
MH Child & Adolescent Services Initiative	64,155
MH Children's Outpatient	75,000
Total MH Restricted Children's Funds	139,155
MH State Children's Services	5,000
MH Juvenile Detention	0
MH Demo Proj-System of Care (Child)	0
Total MH Unrestricted Children's Funds	5,000
MH Crisis Response & Child Psychiatry (Fiscal Agent)	0
MH Crisis Response & Child Psychiatry Transfer In/(Out)	0
Total MH Net Restricted Crisis Response & Child Psychiatry	0
Total State MH Children's Funds (Restricted for Children)	144,155
Other State Funds	
MH Law Reform	265,194
MH Pharmacy - Medication Supports	128,336
MH Jail Diversion Services	0
MH Adult Outpatient Competency Restoration Srvs	0
MH CIT-Assessment Sites	220,379
MH Expand Telepsychiatry Capacity	0
MH Young Adult SMI	0
MH Expanded Community Capacity (Fiscal Agent)	0
MH Expanded Community Capacity Transfer In/(Out)	0
Total MH Net Expanded Community Capacity	0
MH First Aid and Suicide Prevention (Fiscal Agent)	0
MH First Aid and Suicide Prevention Transfer In/(Out)	0
Total MH Net First Aid and Suicide Prevention	0
Total MH Restricted Other State Funds	613,909
MH State Funds	874,575
MH State Regional Deaf Services	0
MH State NGRI	0
MH PACT	0
MH Geriatrics Services	0
Total MH Unrestricted Other State Funds	874,575
Total MH Other State Funds	1,488,484
TOTAL MH STATE FUNDS	2,066,746

FY 2016 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Mental Health (MH) Services

Hanover County Community Services Board

Funding Sources	Funds
OTHER FUNDS	
MH Other Funds	96,000
MH Federal Retained Earnings	0
MH State Retained Earnings	0
MH State Retained Earnings - Regional Prog	0
MH Other Retained Earnings	0
Total MH Other Funds	96,000
LOCAL MATCHING FUNDS	
MH Local Government Appropriations	1,921,340
MH Philanthropic Cash Contributions	52,000
MH In-Kind Contributions	0
MH Local Interest Revenue	0
Total MH Local Matching Funds	1,973,340
Total MH Funds	5,697,852
MH ONE TIME FUNDS	
MH FBG SMI (93.958)	0
MH FBG SED Child & Adolescent (93.958)	0
MH FBG Consumer Services (93.958)	0
MH State Funds	0
Total One Time MH Funds	0
Total MH All Funds	5,697,852

FY 2016 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Developmental Services (DV)
Hanover County Community Services Board

Funding Sources	Funds
FEES	
DV Other Medicaid Fees	1,290,113
DV Medicaid ICF/ID	0
DV Fees: Other	225,000
Total DV Fees	1,515,113
DV Transfer Fees In/(Out)	0
DV NET FEES	1,515,113
FEDERAL FUNDS	
DV Other Federal - DBHDS	0
DV Other Federal - CSB	0
Total DV Federal Funds	0
STATE FUNDS	
DV State Funds	131,463
DV OBRA	0
Total DV Unrestricted State Funds	131,463
DV Rental Subsidies	0
DV Crisis Stabilization (Fiscal Agent)	0
DV Crisis Stabilization Transfer In(Out)	0
DV Net Crisis Stabilization	0
DV Crisis Stabilization-Children (Fiscal Agent)	0
DV Crisis Stabilization-Children Transfer In(Out)	0
DV Net Crisis Stabilization -Children	0
Total DV Restricted State Funds	0
Total DV State Funds	131,463
OTHER FUNDS	
DV Workshop Sales	0
DV Other Funds	1,000
DV State Retained Earnings	0
DV State Retained Earnings-Regional Prog	0
DV Other Retained Earnings	0
Total DV Other Funds	1,000
LOCAL MATCHING FUNDS	
DV Local Government Appropriations	2,043,415
DV Philanthropic Cash Contributions	0
DV In-Kind Contributions	0
DV Local Interest Revenue	0
Total DV Local Matching Funds	2,043,415
Total DV Funds	**3,690,991**

Report Date 6/18/2015

FY 2016 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Substance Abuse (SA) Services

Hanover County Community Services Board

Funding Sources	Funds
FEES	
SA Medicaid Fees	3,093
SA Fees: Other	24,350
Total SA Fees	27,443
SA Transfer Fees In/(Out)	0
SA NET FEES	27,443
FEDERAL FUNDS	
SA FBG Alcohol/Drug Trmt (93.959)	175,766
SA FBG SARPOS (93.959)	30,047
SA FBG Jail Services (93.959)	0
SA FBG Co-Occurring (93.959)	0
SA FBG New Directions (93.959)	0
SA FBG Recovery (93.959)	0
Total SA FBG A/D Trmt Funds	205,813
SA FBG Women (Includes LINK at 6 CSBs) (93.959)	41,526
SA FBG Prevention-Women (LINK) (93.959)	0
Total SA FBG Women	41,526
SA FBG Prevention (93.959)	84,936
SA FBG Prev-Family Wellness (93.959)	33,448
Total SA FBG Prevention	118,384
SA Other Federal - DBHDS	0
SA Other Federal - CSB	0
TOTAL SA FEDERAL FUNDS	365,723
STATE FUNDS	
Regional Funds	
SA Facility Reinvestment (Fiscal Agent)	0
SA Facility Reinvestment Transfer In/(Out)	0
SA Net Facility Reinvestment	0
Other State Funds	
SA Women (Includes LINK at 4 CSBs) (Restricted)	300
SA Recovery Employment	0
SA Peer Support Recovery	0
Total SA Restricted Other State Funds	300

FY 2016 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Substance Abuse (SA) Services

Hanover County Community Services Board

Funding Sources	Funds
SA State Funds	391,342
SA Region V Residential	0
SA Jail Services/Juv Detention	0
SA MAT - Medically Assisted Treatment	0
SA SARPOS	27,132
SA Recovery	0
SA HIV/AIDS	0
Total SA Unrestricted Other State Funds	418,474
Total SA Other State Funds	418,774
TOTAL SA STATE FUNDS	418,774
OTHER FUNDS	
SA Other Funds	25,000
SA Federal Retained Earnings	0
SA State Retained Earnings	0
SA State Retained Earnings-Regional Prog	0
SA Other Retained Earnings	0
Total SA Other Funds	25,000
LOCAL MATCHING FUNDS	
SA Local Government Appropriations	442,531
SA Philanthropic Cash Contributions	0
SA In-Kind Contributions	0
SA Local Interest Revenue	0
Total SA Local Matching Funds	442,531
Total SA Funds	1,279,471
SA ONE-TIME FUNDS	
SA FBG Alcohol/Drug Trmt (93.959)	0
SA FBG Women (includes LINK-6 CSBs) (93.959)	0
SA FBG Prevention (93.959)	0
SA State Funds	0
Total SA One-Time Funds	0
Total All SA Funds	1,279,471

FY 2016 Community Services Performance Contract

Local Government Tax Appropriations

Hanover County Community Services Board

City/County	Tax Appropriation
Hanover County	4,407,286
Total Local Government Tax Funds:	4,407,286

FY 2016 Community Services Performance Contract: Renewal and Revision

FY 2016 Exhibit A: Resources and Services

Supplemental Information

Reconciliation of Projected Revenues and Utilization Data Core Services Costs by Program Area

Hanover County Community Services Board

	MH Services	DV Services	SA Services	Emergency Services	Ancillary Services	Total
Total All Funds (Page AF-1)	5,697,852	3,690,991	1,279,471			10,668,314
Cost for MH, DV, SA, Emergency, and Ancillary Services (Page AF-1)	4,621,009	3,690,991	1,351,309	965,802	367,906	10,997,017
Difference	1,076,843	0	-71,838	-965,802	-367,906	-328,703

Difference results from

Other: 328,703

Explanation of Other in Table Above:

Funds expended by Fiscal Agent (RBHA) on behalf of Region.

FY 2016 Community Services Performance Contract: Renewal and Revision

FY 2016 Exhibit A: Resources and Services

CSB 100 Mental Health Services

Hanover County Community Services Board

Report for Form 11

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
250 Acute Psychiatric Inpatient Services	0.29 Beds	19	$208,647
310 Outpatient Services	5.5 FTEs	789	$1,163,154
350 Assertive Community Treatment	8.3 FTEs	72	$850,943
320 Case Management Services	14 FTEs	770	$1,327,329
420 Ambulatory Crisis Stabilization Services	0.5889 Slots	3	$56,373
425 Mental Health Rehabilitation	30 Slots	91	$677,822
460 Individual Supported Employment	1.35 FTEs	25	$82,959
510 Residential Crisis Stabilization Services	1.5084 Beds	14	$138,846
581 Supportive Residential Services	1 FTEs	16	$114,936
	Totals	**1,799**	**$4,621,009**

Form 11A: Pharmacy Medication Supports	Number of Consumers
803 Total Pharmacy Medication Supports Consumers	120

FY 2016 Community Services Performance Contract: Renewal and Revision

FY 2016 Exhibit A: Resources and Services

CSB 200 Developmental Services

Hanover County Community Services Board

Report for Form 21

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
320 Case Management Services	6 FTEs	284	$964,005
425 Developmental Habilitation	35 Slots	45	$1,051,092
430 Sheltered Employment	15 Slots	21	$625,319
465 Group Supported Employment	10 Slots	32	$330,036
460 Individual Supported Employment	2.75 FTEs	74	$535,240
581 Supportive Residential Services	2 FTEs	57	$185,299
Totals		**513**	**$3,690,991**

FY 2016 Community Services Performance Contract: Renewal and Revision

FY 2016 Exhibit A: Resources and Services

CSB 300 Substance Abuse Services

Hanover County Community Services Board

Report for Form 31

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
260 Community-Based Substance Abuse Medical Detoxification Inpatient Services	0.01 Beds	1	$13,000
310 Outpatient Services	3.5 FTEs	208	$265,488
313 Intensive Outpatient Services	2 FTEs	43	$154,620
320 Case Management Services	2.3 FTEs	307	$269,152
501 Highly Intensive Residential Services (Medically Managed Withdrawal Services)	0.15 Beds	11	$20,000
521 Intensive Residential Services	1.2972 Beds	16	$109,016
610 Prevention Services	5 FTEs		$520,033
	Totals	**586**	**$1,351,309**

FY 2016 Community Services Performance Contract: Renewal and Revision

FY 2016 Exhibit A: Resources and Services

CSB 400 Emergency and Ancillary Services

Hanover County Community Services Board

Report for Form 01

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
100 Emergency Services	6 FTEs	817	$965,802
390 Consumer Monitoring Services	1.1 FTEs	165	$85,179
720 Assessment and Evaluation Services	3.5 FTEs	1188	$282,727
Totals		**2,170**	**$1,333,708**

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

The Department shall continue to work with CSBs to achieve a welcoming, recovery-oriented, integrated services system, a transformed system for individuals receiving services and their families in which CSBs, state facilities, programs, and services staff, in collaboration with individuals and their families, are becoming more welcoming, recovery-oriented, and co-occurring disorder capable. The process for achieving this goal within limited resources is to build a system-wide CQI process in a partnership among CSBs, the Department, and other stakeholders in which there is a consistent shared vision combined with a measurable and achievable implementation process for each CSB to make progress toward this vision. Appendix E in the CSB Administrative Requirements provides further clarification for those implementation activities, so that each CSB can be successful in designing a performance improvement process at the local level.

Pursuant to Section 7: Accountability in the Community Services Performance Contract Partnership Agreement, the CSB provides the affirmations in Appendix E of the CSB Administrative Requirements of its compliance with the performance expectations and goals in that appendix. If the CSB cannot provide a particular affirmation, it shall attach an explanation to this exhibit with a plan for complying with the identified expectation or goal, including specific actions and target dates. The Department will review this plan and negotiate any changes with the CSB, whereupon, it will be part of this exhibit.

I. Exhibit B Performance Measures

The CSB agrees to monitor and collect data and report on the following Exhibit B performance measures, using the attached Exhibit B Quarterly Performance Measures Report.

A. The CSB agrees to monitor and report quarterly to the Department on the percentage of individuals for whom the CSB is the identified case management CSB who keep a face-to-face (non-emergency) service visit within seven business days after having been discharged from a private psychiatric hospital or psychiatric unit in a public or private hospital following involvement in the civil involuntary admission process. This includes all individuals referred to the CSB upon discharge from a private psychiatric hospital or psychiatric unit in a public or private hospital who were under a temporary detention or an involuntary commitment order or who were admitted voluntarily from a commitment hearing. The Department agrees to monitor this measure for discharges from state hospitals through comparing AVATAR data on individuals discharged from state hospitals to the CSB with CCS data about their dates of mental health services after discharge from the state hospital.

B. The CSB agrees to monitor the percentage of adults (age 18 or older) in the Department of Justice Settlement Agreement population receiving case management services from the CSB whose case managers discussed integrated, community-based employment with them during their annual case management individualized services and supports plan meetings or updates. The Department agrees to monitor this measure through using CCS data and work with the CSB to increase this percentage. Refer to State Board Policy (SYS) 1044 Employment First for additional information and guidance. Integrated, community-based employment does not include sheltered employment.

C. The CSB agrees to monitor the percentage of adults (age 18or older) in the Department of Justice Settlement Agreement population receiving case management services from the CSB whose individualized services and supports plans, developed or updated at the annual ISP meeting or update, included employment-related or employment-readiness goals. The Department agrees to monitor this measure through using CCS data and work with the CSB

to increase this percentage. Employment-related or employment-readiness goals do not include sheltered employment or prevocational services.

II. Data Quality Feedback

The Department shall provide regular reports to the CSB on the completeness and validity of its CCS 3 individual and service 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 3 submissions (e.g., a persistent fatal error rate of more than 10 percent of its CCS consumer records) and, upon approval of the Department, shall implement the plan of correction. Persistent deficiencies that are not resolved through this process shall be addressed with an Individual CSB Performance Measure in Exhibit D. If the CSB fails to satisfy requirements in the Exhibit D by the end of the contract term, the Department may impose a one-time, one percent reduction not to exceed $15,000 of state funds apportioned for CSB administrative expenses on the CSB. See Exhibit I for more information.

III. CSB Performance Measures: The CSB and Department agree to use the CSB Performance Measures, developed by the Department in collaboration with the VACSB Data Management and Quality Assurance Committees and available on the Department's web site at www.dbhds.virginia.gov, 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, but may not be limited to:

- employment status of adults admitted to the mental health services program area,
- intensity of engagement of individuals receiving mental health case management services,
- intensity of engagement of individuals receiving substance abuse outpatient services,
- intensity of engagement of children receiving mental health outpatient services,
- retention of individuals in community substance abuse services,
- percent of individuals receiving face-to-face developmental case management services in the DOJ Settlement Agreement population for enhanced case management services,
- percent of individuals receiving in-home developmental case management services in the DOJ Settlement Agreement population for enhanced case management services,
- adult civil temporary detention order (TDO) admissions to state hospitals per 100,000,
- adult forensic TDO admissions to state hospitals per 100,000,
- adult civil TDO state hospital bed day utilization per 100,000,
- adult forensic TDO state hospital bed day utilization per 100,000,
- adult civil state hospital bed day utilization per 100,000,
- adult forensic state hospital bed day utilization per 100,000,
- health well being (DOJ measure),
- community inclusion (DOJ measure),
- choice and self-determination (DOJ measure),
- living arrangement stability (DOJ measure), and
- day activity stability (DOJ measure).

IV. Residential Crisis Stabilization Program Utilization: The CSB operating a residential crisis stabilization program shall ensure that the program achieves an annual average utilization rate of

at least 75 percent of available bed days as measured by data from CCS 3 service records and CARS service capacity data.

V. Access to Substance Abuse Services for Pregnant Women

Source of Requirement	SAPT Block Grant
Type of Measure	Aggregate
Data Needed For Measure	Number of Pregnant Women Requesting Service
	Number of Pregnant Women Receiving Services Within 48 Hours
Reporting Frequency	Annually
Reporting Mechanism	Performance Contract Reports (CARS)

Signature: In witness thereof, the CSB provides the affirmations in Appendix E of the CSB Administrative Requirements and agrees to monitor and collect data and report on the measures in sections I, III, IV, and V, comply with requirements in section II, and use data from the Department or other sources to monitor accomplishment of performance measures in this Exhibit and the expectations, goals, and affirmations in Appendix E, as denoted by the signatures of the CSB's Chairperson and Executive Director.

_____

CSB

By: _____ By: _____

Name: _____ Name: _____

Title: CSB Chairperson Title: CSB Executive Director

Date: _____ Date: _____

FY 2016 Exhibit B Quarterly Performance Measures Report			
Date of Report:		**Quarter:** ☐ First ☐ Second ☐ Third ☐ Fourth Quarter	
CSB Name:		**Contact Name:**	
Contact Telephone Number:		**E-Mail Address:**	
Exh. B	**Measure**	**Data**	**Data Reported**
I.A	Percentage of individuals referred to the CSB who keep a face-to-face (non-emergency) service visit within seven business days after having been discharged from a private psychiatric hospital or psychiatric unit in a public or private hospital following involvement in the civil involuntary admission process. This includes all individuals referred to the CSB upon discharge from a private psychiatric hospital~~,~~ or psychiatric unit in a public or private hospital who were under a temporary detention order or an involuntary commitment order or who were admitted voluntarily from a commitment hearing.		Number of individuals who kept scheduled face-to-face (non-emergency) service visits within seven business days of discharge from the hospital or unit in this quarter.
			Number of individuals who were discharged and referred to the CSB from the hospital or psychiatric unit in this quarter.
		%	Enter 1st number ÷ by 2nd number x 100.

Exhibit C: Discharge Assistance Program (DAP) Requirements

The Department and the CSB agree to implement the following requirements for management and utilization of all current regional state DAP funds to enhance monitoring of and financial accountability for DAP funding, decrease the number of individuals on state hospital extraordinary barriers to discharge lists (EBLs), and return the greatest number of individuals with long lengths of state hospital stays to their communities. These Exhibit C requirements do not apply to new state 2014 DAP funds, which the Department allocates for individualized discharge assistance program plans (IDAPPs) that it approves.

1. The Department shall work with the VACSB, representative CSBs, and regional managers to develop clear and consistent criteria for identification of individuals who would be eligible for IDAPPs and acceptable uses of regional state DAP funds and standard terminology that all CSBs and regions shall use for collecting and reporting data about individuals, services, funds, expenditures, and costs.
2. The CSB shall comply with the current Discharge Assistance Program Manual issued by the Department, which is incorporated into and made a part of this contract by reference. If there are conflicts or inconsistencies between the Manual and this contract, applicable provisions of the contract shall control.
3. All regional state DAP funds allocated within the region shall be managed by the regional management group (RMG) and the regional utilization management and consultation team (RUMCT) on which the CSB participates in accordance with Appendices E and F of Core Services Taxonomy 7.2.
4. The CSB, through the RMG and RUMCT on which it participates, shall ensure that other funds such as Medicaid payments are used to offset the costs of approved IDAPPs to the greatest extent possible so that regional state DAP funds can be used to implement additional IDAPPs to reduce EBLs.
5. On behalf of the CSBs in the region, the regional manager funded by the Department and employed by a participating CSB shall submit mid-year and end of the fiscal year reports to the Department in a format developed by the Department in consultation with regional managers that separately displays the total actual year-to-date expenditures of regional state DAP funds for ongoing IDAPPs and for one-time IDAPPs and the amounts of obligated but unspent regional state DAP funds.
6. The CSB and state hospital representatives on the RMG on which the CSB participates shall have authority to reallocate regional state DAP funds among CSBs from CSBs that cannot use them in a reasonable time to CSBs that need additional regional state DAP funds to implement more IDAPPs to reduce EBLs.
7. If CSBs in the region cannot expend at least 90 percent and obligate at least 95 percent of the total annual regional state DAP fund allocations on a regional basis by the end of the fiscal year, the Department may work with the RMG and participating CSBs to transfer regional state DAP funds to other regions to reduce EBLs to the greatest extent possible, unless the CSBs through the regional manager provide acceptable explanations for greater amounts of unexpended or unobligated regional state DAP funds.
8. On behalf of the CSBs in a region, the regional manager shall continue submitting the quarterly summary of IDAPPs to the Department in a format developed by the Department in consultation with regional managers that displays year-to-date information about ongoing and one-time IDAPPs, including data about each individual receiving DAP services, the amounts of regional state DAP funds approved for each IDAPP, the total number of IDAPPs that have been implemented, and the projected total net regional state DAP funds obligated for these IDAPPs.
9. The Department, pursuant to sections 6.f and 7.g of this contract, may conduct utilization reviews of the CSB or region at any time to confirm the effective utilization of regional state DAP funds and the implementation of all approved ongoing and one-time IDAPPs.

Exhibit D: Individual CSB Performance Measures

--N/A--

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

Virginia Department of Behavioral Health and Developmental Services

By: _____

Name: Debra Ferguson, Ph.D.
Title: Commissioner

Date: _____

_____
_____
CSB

By: _____

Name: _____
Title: CSB Chairperson

Date: _____

By: _____

Name: _____
Title: CSB Executive Director

Date: _____

Exhibit E: Performance Contract Process

05-08-15: The Department distributes the FY 2015 and FY 2016 Performance Contract by this date electronically. An Exhibit D may list performance measures that have been negotiated with a CSB to be included in the contract. The Department's Information Services and Technology (IS&T) office distributes the FY 2016 Community Services Performance Contract renewal package software in the Community Automated Reporting System (CARS) to CSBs. The Department distributes the FY 2016 Letters of Notification to CSBs by this date electronically with enclosures that show tentative allocations of state and federal block grant funds.

06-26-15: Exhibit A and other parts of the FY 2016 Community Services Performance Contract Renewal and Revision, submitted electronically in CARS, are due in the IS&T by this date. Tables 1 and 2 of the Performance Contract Supplement (also in CARS) shall be submitted with the contract. While a paper copy of the entire contract is not submitted, paper copies of the following completed pages with signatures where required are due in the Office of Community Contracting (OCC) by this date: signature pages of the contract body and Exhibit B, Exhibit D if applicable, Exhibit F (two pages), and Exhibit G.

Contracts shall conform to Letter of Notification allocations of state and federal funds or amounts subsequently revised by or negotiated with the OCC and confirmed in writing and shall contain actual appropriated amounts of local matching funds. If the CSB cannot include the minimum 10 percent local matching funds in the contract, it shall submit a written request for a waiver of the matching funds requirement, pursuant to § 37.2-509 of the Code of Virginia and State Board Policy 4010, to the OCC with its contract. This requirement also applies to end of the fiscal year performance contract reports if the reports reflect less than the minimum 10 percent local matching funds.

06-26-15: CSB Financial Analysts in the Department's Office of Fiscal and Grants Management (OFGM) prepare electronic data interchange (EDI) transfers for the first two semi-monthly payments (July) of state and federal funds for all CSBs and send the transfers to the Department of Accounts.

07-10-15: The IS&T distributes FY 2015 end of the fiscal year performance contract report software in CARS.

07-17-15: CSB Financial Analysts prepare EDI transfers for payments 3 and 4 (August) of state and federal funds and send the transfers to the Department of Accounts.

07-31-15: CSBs submit their Community Consumer Submission (CCS) consumer, type of care, and service extract files for June to the IS&T in time to be received by this date.

08-14-15: CSB Financial Analysts prepare EDI transfers for payments 5 and 6 (September) of state and federal funds for CSBs whose contracts were received and determined to be complete by this date and, after the OCC Administrator authorizes their release, send the transfers to the Department of Accounts. Payments shall not be released without complete contracts, as defined in Exhibit E and item 1 of Exhibit I. For a CSB whose contract is received after this date, EDI transfers for these two semi-monthly payments will be processed if the contract is complete and funds will be disbursed with the next scheduled payment.

08-21-15: Department staff complete reviews by this date of contracts received by the due date that are complete and acceptable. Contracts received after the due date shall be processed in the order in which they are received.

1. The OFGM analyzes the revenue information in the contract for conformity to Letter of Notification allocations and advises the CSB to revise and resubmit financial forms in Exhibit A of its contract if necessary.
2. The Offices of Mental Health, Child and Family, Developmental, and Substance Abuse Services review and approve new service proposals and consider program issues related to existing services based on Exhibit A.
3. The OCC assesses contract completeness, examines maintenance of local matching funds, integrates new service information, makes corrections and changes on the service forms in Exhibit A, negotiates changes in Exhibit A, and finalizes the contract for signature by the Commissioner. The OCC Administrator notifies the CSB when its contract is not complete or has not been approved and advises the CSB to revise and resubmit its contract.
4. The IS&T receives CARS and CCS submissions from CSBs, maintains the community services database, and processes signed contracts into that database as they are received from the OCC.

08-21-15: CSBs submit their complete CCS reports for total (annual) FY 2015 CCS service unit data to the IS&T in time to be received by this date. This later date for final CCS service unit data allows for the inclusion of all units of services delivered in that fiscal year that might not be in local information systems in July.

08-31-15: CSBs submit their CCS monthly consumer, type of care, and service extract files for July to the IT&S in time to be received by this date.

08-31-15: CSBs send complete FY 2015 end of the fiscal year performance contract reports electronically in CARS to the IS&T in time to be received by this date.

IS&T staff places the reports in a temporary data base for OCC and OFGM staff to access them. The OCC Administrator reviews services sections of the reports for correctness, completeness, consistency, and acceptability; resolves discrepancies with CSBs; and communicates necessary changes to CSBs. OFGM CSB Financial Analysts review financial portions of reports for arithmetic accuracy, completeness, consistency, and conformity with state funding actions; resolve discrepancies with CSBs; and communicate necessary changes to CSBs.

Once they complete their reviews of a CSB's reports, the OCC Administrator and OFGM CSB Financial Analysts notify the CSB to submit new reports reflecting only those approved changes to IS&T. CSBs submit these new reports to correct errors or inaccuracies no later than **09-15-2015**. The Department will not accept CARS report corrections after this date. Upon receipt, the process described above is repeated to ensure the new reports contain only those changes identified by OFGM and OCC staff. If the reviews document this, OCC and OFGM staffs approve the reports, and IS&T staff processes final report data into the Department's community services database.

Late report submission or submitting a report without correcting errors identified by the CARS error checking program may result in the imposition by the Department of a one-time, one percent reduction not to exceed $15,000 of state funds apportioned for CSB administrative expenses. See Exhibit I for additional information.

08-31-15: CSBs submit their 4th quarter FY 2015 Exhibit B Quarterly Performance Measures Reports to the OCC in time to be received by this date.

09-15-15: CSB Financial Analysts prepare EDI transfers for payments 7 and 8 (October) and, after the OCC Administrator authorizes their release, send the transfers to the Department of Accounts for payment 7 for CSBs with signed contracts that submitted their final FY 2015 CCS consumer, type of care, and service extract files by the due date and whose FY 2015 end of the fiscal year CARS reports and 4th quarter FY 2015 Exhibit B Quarterly Performance Measures Reports were received in the Department by the due date. Payments 7 and 8 shall not be released without a contract signed by the Commissioner and receipt of those CCS extract files, complete CARS reports as defined in item 2.a. of Exhibit I, and Exhibit B Reports.

After the Commissioner signs it, the OCC sends a copy of the approved contract Exhibit A to the CSB, with the signature page containing only the Commissioner's signature. The CSB shall review this contract, which reflects all of the changes negotiated by Department staff; complete the signature page, which documents its acceptance of these changes; and return the completed signature page to the OCC Administrator.

09-30-15: IS&T distributes FY 2016 quarterly performance contract report software in CARS.

09-30-15: CSBs submit their CCS monthly consumer, type of care, and service extract files for August to the IT&S in time to be received by this date.

10-09-15: CSB Financial Analysts prepare EDI transfers for payments 9 and 10 (November), and, after the OCC Administrator authorizes their release, send the transfers to the Department of Accounts for CSBs whose complete CCS submissions for the first two months of FY 2016 and the completed contract signature page were received from the CSB.

10-15-15: CSBs submit Federal Balance Reports to the OFGM in time to be received by this date.

10-30-15: CSBs submit CCS monthly consumer, type of care, and service extract files for September to the IT&S and their 1st quarter FY 2016 Exhibit B Quarterly Performance Measures Reports to the OCC in time to be received by this date.

11-10-15: CSB Financial Analysts prepare EDI transfers for payments 11 and 12 (December), and, after the OCC Administrator authorizes their release, send the transfers to the Department of Accounts. Payments shall not be released without receipt of September CCS submissions and 1st quarter FY 2016 Exhibit B Quarterly Performance Measures Reports.

11-13-15: CSBs submit their first quarter CARS reports to IT&S in time to be received by this date.

11-30-15: CSBs submit their CCS monthly consumer, type of care, and service extract files for October to the IT&S in time to be received by this date.

12-01-15: **A.** CSBs that are not local government departments or included in local government audits send one copy of the audit report for the preceding fiscal year on all CSB operated programs to the Department's Office of Budget and Financial Reporting (OBFR) by this date. A management letter and plan of correction for deficiencies must be sent with this report. CSBs submit a copy of C.P.A. audit reports for all contract programs for their last full fiscal year, ending on June 30, to the OBFR by this date. For programs with different fiscal years, reports are due three months after the end of the year. Management letters and plans of correction for deficiencies must be included with these reports.

B. Audit reports for CSBs that are local government departments or are included in local government audits are submitted to the Auditor of Public Accounts by the local government. Under a separate cover, the CSB must forward a plan of correction for any audit deficiencies that are related to or affect the CSB to the OBFR by this date. Also, to satisfy federal block 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 Mental Health Services and Substance Abuse Prevention and Treatment Block 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.

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 shall negotiate an Exhibit D that addresses the deficiencies or disclaimer and includes a proposed plan with specific timeframes to address them, and this Exhibit D and the proposed plan shall become part of this contract.

12-15-15: CSB Financial Analysts prepare EDI transfers for payment 13 (1st January), and, after the OCC Administrator authorizes their release, send the transfers to the Department of Accounts for CSBs whose FY 2015 end of the fiscal year performance contract reports have been verified as accurate and internally consistent, per items 2.b. through d. of Exhibit I, and whose CCS monthly extracts for October and first quarter CARs reports have been received. Payments shall not be released without verified reports and CCS submissions for October and first quarter CARS reports.

12-31-15: CSBs submit their CCS monthly consumer, type of care, and service extract files for November to the IT&S in time to be received by this date.

01-04-16: CSB Financial Analysts prepare EDI transfers for payments 14 through 16 (2nd January, February), and, after the OCC Administrator authorizes their release, send the transfers to the Department of Accounts for CSBs whose monthly CCS consumer, type of care, and service extract files for November were received by the end of December. Payments shall not be released without receipt of these monthly CCS submissions and receipt of audit reports with related management letters and plans of corrections (A at 12-01-15) or sub-recipient monitoring information and plans of corrections (B at 12-01-15).

01-29-16: CSBs submit their CCS monthly consumer, type of care, and service extract files for December to the OIST and their 2nd quarter FY 2016 Exhibit B Quarterly Performance Measures Reports to the OCC in time to be received by this date.

02-16-16: CSBs send complete second quarter performance contract reports and a revised Table 1 in Exhibit H to the IS&T electronically in CARS within 45 calendar days after the end of the second quarter in time to be received by this date. IT&S staff places the reports on a shared drive for OCC and OFGM staff to access them. The offices review and act on the reports using the process described for the end of the fiscal year reports. When reports are acceptable, IS&T staff processes the data into the community services data base.

02-16-16: CSB Financial Analysts prepare EDI transfers for payment 17 (1st March), and, after the OCC Administrator authorizes their release, send the transfers to the Department of Accounts for CSBs whose monthly CCS consumer, type of care, and service extract files for December and 2nd quarter FY 2016 Exhibit B Quarterly Performance Measures

Reports were received by the end of January; payments shall not be released without these monthly CCS submissions and Exhibit B Reports.

02-25-16: CSB Financial Analysts prepare EDI transfers for payments 18 and 19 (2nd March, 1st April) and, after the OCC Administrator authorizes their release, send the transfers to the Department of Accounts for CSBs whose complete FY 2016 second quarter performance contract reports were received by the due date. Payments shall not be released without complete reports, as defined in item 2.a. of Exhibit I.

02-29-16: CSBs submit their CCS monthly consumer, type of care, and service extract files for January to the IS&T in time to be received by this date.

03-31-16: CSBs submit their CCS monthly consumer, type of care, and service extract files for February to the IS&T in time to be received by this date.

04-01-16: CSB Financial Analysts prepare EDI transfers for payments 20 through 22 (2nd April, May) and, after the OCC Administrator authorizes their release, send the transfers to the Department of Accounts for CSBs whose second quarter performance contract reports have been verified as accurate and internally consistent, per items 2.b. through d. of Exhibit I, and whose monthly CCS consumer, type of care, and service extract files for January and February were received by the end of the month following the month of the extract. Payments shall not be released without verified reports and these monthly CCS submissions.

04-29-16: CSBs submit their CCS monthly consumer, type of care, and service extract files for March to the IS&T and their 3rd quarter FY 2016 Exhibit B Quarterly Performance Measures Reports to the OCC in time to be received by this date**.**

05-13-16: CSB Financial Analysts prepare EDI transfers for payment 23 (1st June), and, after the OCC Administrator authorizes their release, send the transfers to the Department of Accounts for CSBs whose monthly CCS consumer, type of care, and service extract files for March and 3rd quarter FY 2016 Exhibit B Quarterly Performance Measures Reports were received by the end of April. Payments shall not be released without these monthly CCS submissions and Exhibit B Reports.

05-16-16: CSBs submit their third quarter CARS reports to IS&T in time to be received by this date.

05-31-16: CSBs submit their CCS monthly consumer, type of care, and service extract files for April to the IS&T in time to be received by this date.

05-31-16: CSB Financial Analysts prepare EDI transfers for payment 24 (2nd June) and, after the OCC Administrator authorizes their release, send the transfers to the Department of Accounts, after the Department has made any final adjustments in the CSB's state and federal funds allocations, for CSBs whose monthly CCS consumer, type of care, and service extract files for April were received by the end of May. Payments shall not be released without these monthly CCS submissions and third quarter CARS reports.

06-30-16: CSBs submit their CCS monthly consumer, type of care, and service extract files for May to the IS&T by this date.

07-13-16: The IS&T distributes FY 2016 end of the fiscal year (fourth quarter) performance contract report software in CARS to CSBs.

07-29-16: CSBs submit their CCS consumer, type of care, and service extract files for June to the OIST in time to be received by this date.

08-12-16: CSBs submit their complete Community Consumer Submission (CCS) reports for total (annual) FY 2016 service units to the IS&T in time to be received by this date. This later date for final CCS service unit data, allows for the inclusion of all units of services delivered in the fiscal year that might not be in local information systems in July.

09-01-16: CSBs send complete FY 2016 end of the fiscal year performance contract reports electronically in CARS to the IS&T in time to be received by this date. If the CSB cannot include the minimum 10 percent local matching funds in its reports and a waiver has not been granted previously in the fiscal year by the Department, it shall submit a written request for a waiver of the matching funds requirement, pursuant to § 37.2-509 of the Code of Virginia and State Board Policy 4010, to the OCC with its report.

09-01-16: CSBs submit their 4th quarter FY 2015 Exhibit B Quarterly Performance Measures Reports in time to the OCC be received by this date.

Performance Contract Revision Instructions

The CSB may revise Exhibit A of its signed contract only in the following circumstances:

1. a new, previously unavailable category or subcategory of core services is implemented;
2. an existing category or subcategory of core services is totally eliminated;
3. a new program offering an existing category or subcategory of core services is implemented;
4. a program offering an existing category or subcategory of core services is eliminated;
5. new restricted or earmarked state or federal funds are received to expand an existing service or establish a new one;
6. state or federal block grant funds are moved among program (MH, DV, or SA) areas or emergency or ancillary services (an exceptional situation);
7. allocations of state, federal, or local funds change; or
8. a major error is discovered in the original contract.

Revisions of Exhibit A shall be submitted using the CARS software and the same procedures used for the original performance contract.

Exhibit F: Federal Compliances

Certification Regarding Salary: Federal Mental Health and Substance Abuse Prevention and Treatment Block Grants

Check One

_X_ 1. The CSB has no employees being paid totally with Federal Mental Health Block Grant funds or Federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds at a direct annual salary (not including fringe benefits and operating costs) in excess of Level II of the federal Executive Schedule.

_____ 2. The following employees are being paid totally with Federal Mental Health or SAPT Block Grant funds at a direct annual salary (not including fringe benefits and operating costs) in excess of Level II of the federal Executive Schedule.

	Name	***Title***
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

Assurances Regarding Equal Treatment for Faith-Based Organizations

The CSB assures that it is and will continue to be in full compliance with the applicable provisions of 45 CFR Part 54, Charitable Choice Regulations, and 45 CFR Part 87, Equal Treatment for Faith-Based Organizations Regulations, in its receipt and use of federal Mental Health Services and Substance Abuse Prevention and Treatment Block Grants and federal funds for Projects for Assistance in Transitions from Homelessness programs. Both sets of regulations prohibit discrimination against religious organizations, provide for the ability of religious organizations to maintain their religious character, and prohibit religious organizations from using federal funds to finance inherently religious activities.

Exhibit F: Federal Compliances

Assurances Regarding Restrictions on the Use of Federal Block Grant Funds

The CSB assures that it is and will continue to be in full compliance with the applicable provisions of the federal Mental Health Services Block Grant (CFDA 93.958) and the federal Substance Abuse Prevention and Treatment Block Grant (CFDA 93.959), including those contained in Appendix B of the CSB Administrative Requirements and the following requirements. Under no circumstances shall Federal Mental Health Services and Substance Abuse Prevention and Treatment Block Grant funds be used to:

1. provide mental health or substance abuse inpatient services[1];
2. make cash payments to intended or actual recipients of services;
3. purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
4. satisfy any requirement for the expenditure of non-federal finds as a condition for the receipt of federal funds;
5. provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs;
6. provide financial assistance to any entity other than a public or nonprofit private entity; or
7. provide treatment services in penal or correctional institutions of the state.

[Source: 45 CFR § 96.135]

_____ _____

Signature of CSB Executive Director Date

[1] However, the CSB may expend SAPT Block Grant funds for inpatient hospital substance abuse services only when all of the following conditions are met:

a. the individual cannot be effectively treated in a community-based, non-hospital residential program;
b. the daily rate of payment provided to the hospital for providing services does not exceed the comparable daily rate provided by a community-based, non-hospital residential program;
c. a physician determines that the following conditions have been met: (1) the physician certifies that the person's primary diagnosis is substance abuse, (2) the person cannot be treated safely in a community-based, non-hospital residential program, (3) the service can reasonably be expected to improve the person's condition or level of functioning, and (4) the hospital-based substance abuse program follows national standards of substance abuse professional practice; and
d. the service is provided only to the extent that it is medically necessary (e.g., only for those days that the person cannot be safely treated in a community-based residential program).

[Source: 45 CFR § 96.135]

FY 2016 Community Services Performance Contract Renewal and Revision

Exhibit G: Local Contact for Disbursement of Funds

1. Name of the CSB: Hanover County Community Services Board

2. City or County designated
   as the CSB's Fiscal Agent: Hanover County

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 of Virginia, do not complete items 3 and 4 below.

3. Name of the Fiscal Agent's City Manager or County Administrator or Executive:

   Name: Cecil R. Harris, Jr. Title: County Administrator

4. Name of the Fiscal Agent's County or City Treasurer or Director of Finance:

   Name: Kathy Seay Title: Dir. of Finance and Mgmt Services

5. 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:

   Name: M. Scott Miller Title: Treasurer, Hanover County

   Address: P.O. Box 470, Hanover, VA 23069

   This information should agree with information at the top of the payment document e-mailed to the CSB, for example: Mr. Joe Doe, Treasurer, P.O. Box 200, Winchester, VA 22501.

FY 2016 Community Services Performance Contract: Renewal and Revision

FY 2016 Exhibit A: Resources and Services

CSB 400 Emergency and Ancillary Services

Hanover County Community Services Board

Report for Form 01

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
100 Emergency Services	6 FTEs	817	$965,802
390 Consumer Monitoring Services	1.1 FTEs	165	$85,179
720 Assessment and Evaluation Services	3.5 FTEs	1188	$282,727
Totals		**2,170**	**$1,333,708**

FY 2016 Community Services Performance Contract

Table 1: Board of Directors Membership Characteristics

Name of CSB: Hanover County Community Services Board

Total Appointments: 12 **Vacancies:** 0 **Filled Appointments:** 12

Number of Individuals Who Previously Receives Services: 2

Number of Individuals Currently Receiving Services: 1

Number of Family Members: 5

FY 2016 Community Services Performance Contract

Exhibit D: CSB Board of Directors Membership List

Hanover County Community Services Board

Name	Address	Phone Number	Start Date	End Date	Term No.
Scott Bateman	10391 Avenel Place Mechanicsville,VA 23116	(804) 550-7141	8/28/2013	12/31/2016	2
Tommy Blake	4371 Sandy Valley Rd Mechanicsville,VA 23111	(804) 779-7173	8/28/2013	12/31/2017	2
William Brenzovich Sr	7434 Tangle Ridge Dr Mechanicsville,VA 23111	(804) 746-1910	1/1/2011	12/31/2016	2
Sharon Bunger	9196 Sandy Creek Lane Mechanicsville,VA 23116	(804) 779-2461	1/1/2007	12/31/2015	3
Sean Davis	10058 Sir Bradley Ct Mechanicsville,VA 23116	(804) 439-2289	2/8/2012	12/31/2017	2
Jeanne Edwards	7560 Hidden Lake Circle Mechanicsville,VA 23111	(804) 779-2610	1/9/2013	12/31/2015	1
Lynn Hargrove	16637 MLC Lane Rockville,VA 23146	(804) 749-4186	1/1/2014	12/31/2016	1
Eric Hendrixson	1014 South Center St Ashland,VA 23005	(804) 752-6841	1/1/2009	12/31/2017	3
Hamilton Holloway	16234 Hartland Ct Beaverdam,VA 23015	(804) 449-0050	1/1/2012	12/31/2017	2
Warren Rice	7393 Atlee Rd Mechanicsville,VA 23111	(804) 564-8451	1/1/2014	12/31/2016	1
Herb Sening	10322 Brickerton Dr Mechanicsville,VA 23116	(804) 550-7687	6/27/2007	12/31/2015	3
Lori Spain	12 Swannee Ct Ashland,VA 23005	(804) 798-5740	9/25/2014	12/31/2016	1

FY 2016 Community Services Performance Contract

Table 2: Board Management Salary Costs

Name of CSB: **Hanover County Community Services Board** **FY 2016**

Table 2a: Management Position Title	FY 2016 Beginning	Salary Range Ending	Budgeted Tot. Salary Cost	Tenure (yrs)
Executive Director	$99,408.00	$168,998.00	$113,883.00	3.50

Table 2: Integrated Behavioral and Primary Health Care Questions

1. Is the CSB participating in a partnership with a federally qualified health center, free clinic, or local health department to integrate the provision of behavioral health and primary health care?

No

2. If yes, who is the partner?

☐ a federally qualified health center
Name:
☐ a free clinic
Name:
☐ a local health department, or
Name:
☐ another organization
Name:

3. Where is primary health (medical) care provided?

☐ on-site in a CSB program,
☐ on-site at the primary health care provider, or
☐ another site --specify:

4. Where is behavioral health care provided?

☐ on-site in a CSB program,
☐ on-site at the primary health care provider, or
☐ another site --specify:

FY 2016 Community Services Performance Contract

Hanover County Community Services Board

Table 2: Board Management Salary Costs

Explanations for Table 2a

Table 2b: Community Service Board Employees

1.	2.	3.	4.	5.	6.	7.
No. of FTE CSB Employees	MH	DEV	SA	SAOPA	ADMIN	TOTAL
Consumer Service FTEs	38.00	46.24	14.21	11.63		110.08
Peer Staff Service FTEs	2.00	0.00	0.00	0.00		2.00
Support Staff FTEs	2.05	1.00	0.00	0.50	15.75	19.30
TOTAL FTE CSB Employees	42.05	47.24	14.21	12.13	15.75	131.38

Scott Bateman
10391 Avenel Place
Mechanicsville,VA 23116

Tommy Blake
4371 Sandy Valley Rd
Mechanicsville,VA 23111

William Brenzovich Sr
7434 Tangle Ridge Dr
Mechanicsville,VA 23111

Sharon Bunger
9196 Sandy Creek Lane
Mechanicsville,VA 23116

Sean Davis
10058 Sir Bradley Ct
Mechanicsville,VA 23116

Jeanne Edwards
7560 Hidden Lake Circle
Mechanicsville,VA 23111

Lynn Hargrove
16637 MLC Lane
Rockville,VA 23146

Eric Hendrixson
1014 South Center St
Ashland,VA 23005

Hamilton Holloway
16234 Hartland Ct
Beaverdam,VA 23015

Warren Rice
7393 Atlee Rd
Mechanicsville,VA 23111

Herb Sening
10322 Brickerton Dr
Mechanicsville,VA 23116

Lori Spain
12 Swannee Ct
Ashland,VA 23005

Exhibit I: Administrative Performance Standards

The CSB shall meet these administrative performance standards in submitting its performance contract, contract revisions, quarterly performance contract reports in the Community Automated Reporting System (CARS), and monthly Community Consumer Submission (CCS) extracts to the Department.

1. The performance contract and any revisions submitted by the CSB shall be:
   a. complete, that is all required information is displayed in the correct places and all required Exhibits, including applicable signature pages, are included;
   b. consistent with Letter of Notification allocations or figures subsequently revised by or negotiated with the Department;
   c. prepared in accordance with instructions in the Department-provided CARS software and any subsequent instructional memoranda; and
   d. received by the due dates listed in Exhibit E of this contract.

   If these performance contract standards are not met, the Department may delay future semi-monthly payments until satisfactory performance is achieved.

2. Quarterly performance contract reports submitted by the CSB shall be:
   a. complete, that is all required information is displayed in the correct places, all required data are included in the electronic CARS application reports, and any required paper forms that gather information not included in CARS are submitted;
   b. consistent with the state and federal block grant funds allocations in the Letter of Notification or figures subsequently revised by or negotiated with the Department;
   c. prepared in accordance with instructions;
   d. (i) internally consistent and arithmetically accurate: all related expense, resource, and cost data are consistent, congruent, and correct within a report, and (ii) submitted only after errors identified by the CARS error checking programs are corrected; and
   e. received by the due dates listed in Exhibit E of this contract.

   If the CSB does not meet these standards for its quarterly CARS reports, the Department may delay future semi-monthly payments until satisfactory performance is achieved. The Department may impose one-time reductions of state funds apportioned for CSB administrative expenses[1] on a CSB for its failure to meet the following standards in its end of the fiscal year (4th quarter) CARS report:

   - a one percent reduction not to exceed $15,000 for failure to comply with standard 2.d; and
   - a one percent reduction not to exceed $15,000 for failure to comply with standard 2.e, unless an extension has been obtained from the Department through the process on the next page.

3. Monthly consumer, type of care, and service extract files shall be submitted by the end of the month following the month of the extract in accordance with the CCS Extract and Design Specifications, including the current Business Rules. The submissions shall satisfy the requirements in section II Data Quality Feedback of Exhibit B and the Data Quality Performance Expectation Affirmations in Appendix E of the CSB Administrative Requirements. If the CSB fails to meet the extract submission requirements in Exhibit E of this

contract, the Department may delay semi-monthly payments until satisfactory performance is achieved.

4. If the Department negotiates an Exhibit D with a CSB because of unacceptable data quality, and the CSB fails to satisfy the requirements in Exhibit D 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[1] on the CSB.
5. Substance abuse prevention units of service data shall be submitted to the Department through the KIT Prevention System or any subsequent system contracted by the Department.

[1] The Department will calculate state funds apportioned for CSB administrative expenses by multiplying the total state funds allocated to the CSB by the CSB's administrative percentage displayed on page AF-1 of the contract.

The CSB shall not allocate or transfer a one-time reduction of state funds to direct service or program costs.

Process for Obtaining an Extension of the End of the Fiscal Year CARS Report Due Date

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.

1. 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.
2. As soon as CSB staff becomes aware that it cannot submit the end of the year CARS report in time to be received in the Department by 5:00 p.m. on the due date, the executive director must inform the Office of Community Contracting Director or Community Contracting Administrator that it is requesting an extension of this due date. This request should be submitted as soon as possible and it shall be in writing, describe completely the reason(s) and need for the extension, and state the date on which the report will be received by the Department.
3. The written request for an extension must be received in the Office of Community Contracting no later than 5:00 p.m. on the fourth business day before the due date. A facsimile transmission of the request to the Community Contracting Office fax number (804-371-0092), received by that time and date, is acceptable if receipt of the transmission is confirmed with a return facsimile memo from the Office no later than 5:00 p.m. on the third business day before the due date. Telephone extension requests are not acceptable and will not be processed.
4. The Office of Community Contracting will act on all requests for due date extensions that are received in accordance with this process and will notify the requesting CSBs by facsimile transmission of the status of their requests by 5:00 p.m. on the second business day before the due date.

Exhibit J: Other CSB Accountability Requirements

These requirements apply to the CSB board of directors or staff and the services included in this contract. Additional requirements are contained in the CSB Administrative Requirements.

I. Compliance with State Requirements

A. 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.

1. Pursuant to § 2.2-3100.1 of the Code of Virginia, the CSB shall ensure that new board members are furnished with 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 policies adopted by the CSB.
2. 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 policies adopted by the CSB.

B. 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 or the use of the informal dispute resolution mechanism 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.
3. **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.

C. CSB and Board of Directors Organization and Operations

1. 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.
2. CSB 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 within the last two years.
3. The board of directors and executive director shall develop a board member position description, including qualifications, duties and responsibilities, and time requirements that the CSB shall provide to local governments to assist them in board appointments.
4. 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.
5. The board of directors 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.
6. The board shall adopt an annual meeting schedule to assist board member attendance.
7. The board of directors shall comply with the Virginia Freedom of Information act in the conduct of its meetings, including provisions governing executive sessions or closed meetings, electronic communications, and notice of meetings.
8. The board of directors 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.

D. Reporting Fraud: 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. 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. The CSB shall ensure that new CSB board members receive training on their fiduciary responsibilities under applicable provisions of

the Code of Virginia and this contract and that all board members receive annual refresher training on their fiduciary responsibilities.

E. Financial Management: The CSB shall comply with 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 for audit.
2. Operating CSBs and the BHA shall rebid their CPA audit contracts at least every three years once the current CPA contracts expire.
3. All financial reports prepared by the CSB for the reliance of third parties shall be reviewed by a designated staff person 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 the reconciliations shall be approved by a designated staff person not involved in preparing the reconciliation.
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. Each write-off of account receivables for services to individuals shall be approved and documented by a designated staff person. 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.
8. Each payroll shall be certified by a designated staff person who does not enter or process the CSB's payroll.
9. 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 A sufficient to substantiate compliance with the restrictions, conditions, and prohibitions related to those funds.
10. 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 their disposition shall be documented by a designated staff person who does not have physical control over the assets. The current location of or responsibility for each asset shall be indicated on the list of fixed assets.
11. 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.

F. Employment of a CSB Executive Director or BHA Chief Executive Officer (CEO)

1. When an operating CSB executive director or behavioral health authority (BHA) CEO position becomes vacant, the CSB or BHA board of directors shall conduct a broad and thorough public recruitment process that may include internal candidates and acting or

interim executive directors. The CSB or BHA shall involve staff in the Department's Office of Community Contracting (OCC) in its recruitment and selection process in order to implement applicable provisions of § 37.2-504 or § 37.2-605 of the Code of Virginia. The CSB or BHA shall provide a current position description and salary range and the advertisement for the position to the OCC for review and approval prior to advertising the position. The CSB or BHA board of directors shall invite OCC 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 before the process begins.

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 OCC for review and approval for adherence to minimum qualifications and the salary range established by the Department pursuant to § 37.2-504 or § 37.2-605. 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. This review does not include Department approval of the selection or employment of a particular candidate for the position. Section 37.2-504 or § 37.2-605 of the Code of Virginia 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 OCC for review and approval prior to employment of the new executive director or CEO or before the contract is executed.

2. When an administrative policy CSB executive director position becomes vacant, the CSB shall involve staff in the Department's OCC in its recruitment and selection process in order to implement applicable provisions of § 37.2-504 or § 37.2-605 of the Code of Virginia. The CSB shall provide a current position description and the advertisement for the position to the OCC for review prior to the position being advertised pursuant to § 37.2-504 of the Code of Virginia. Prior to employing the new executive director, the CSB shall provide a copy of the application and resume of the successful applicant to the OCC for review and approval for adherence to minimum qualifications established by the Department pursuant to § 37.2-504. If the CSB proposes employing the executive director above the middle of the salary range, the successful applicant shall meet the preferred qualifications in addition to the minimum qualifications. This review does not include Department approval of the selection or employment of a particular candidate for the position. While § 37.2-504 of the Code of Virginia 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.

II. Compliance with Federal Requirements

A. General Federal Compliance Requirements: The CSB shall comply with all applicable federal statutes, regulations, policies, and other requirements, including applicable provisions of the federal Project for Assistance in Transition from Homelessness (CFDA 93.150), Mental Health Services Block Grant (CFDA 93.958), and Substance Abuse Prevention and Treatment Block Grant (CFDA 93.959) requirements contained in Appendix C of the CSB Administrative Requirements and:

1. the Federal Immigration Reform and Control Act of 1986; and

2. Confidentiality of Alcohol and Substance Abuse Records, 42 C.F.R. Part 2.

Non-federal entities, including CSBs, expending $500,000 or more in a year of federal awards shall have a single or program-specific audit conducted for that year in accordance with Office of Management and Budget Circular A-133.

CSBs shall prohibit the following acts by themselves, their employees, and agents performing services for them:

1. the unlawful or unauthorized manufacture, distribution, dispensation, possession, or use of alcohol or other drugs; and
2. any impairment or incapacitation from the use of alcohol or other drugs, except the use of drugs for legitimate medical purposes.

Identifying information for these federal grants is listed below.

CFDA 93.150
Project for Assistance in Transition from Homelessness (PATH)
Federal Award Identification Number (FAIN): SM016047-15
Federal Award Period 09/01/2015 – 08/31/2016
Federal Awarding Agency: Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Mental Health Services

CFDA 93.958
Community Mental Health Services - Mental Health Block Grant (MHBG)
Federal Award Identification Number (FAIN): SM010053-15
Federal Award Period 10/01/2014 - 09/30/2016
Federal Awarding Agency: Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Mental Health Services

CFDA 93.959
Prevention and Treatment of Substance Abuse - Substance Abuse Block Grant (SABG)
Federal Award Identification Number (FAIN): TI010053-15
Federal Award Period 10/01/2014 - 09/30/2016
Federal Awarding Agency: Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment

B. Disaster Response and Emergency Service Preparedness Requirements: The CSB agrees to comply with section 416 of Public Law 93-288 and § 44-146.13 through § 44-146.28 of the Code of Virginia regarding disaster response and emergency service preparedness. Section 416 of P.L. 93-288 authorizes the State Office of Emergency Services to require the Department to comply with the *Commonwealth of Virginia Emergency Operations Plan, Volume 2,* Emergency Support Function No. 8: Health and Medical Services, Section 4: Emergency Mental Health Services. Section 4 requires the CSB to comply with Department directives coordinating disaster planning, preparedness, and response to emergencies and to develop procedures for responding to major disasters. These procedures shall address:

1. conducting preparedness training activities;
2. designating staff to provide counseling;
3. coordinating with state facilities and local health departments or other responsible local agencies, departments, or units in preparing CSB all hazards disaster plans;

4. providing crisis counseling and support to local agencies, including volunteer agencies;
5. negotiating disaster response agreements with local governments and state facilities; and
6. identifying community resources.

C. Federal Certification Regarding Lobbying for the Mental Health and Substance Abuse Prevention and Treatment Block Grants: The CSB certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the CSB, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CSB shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The CSB shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, or cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 or more than $100,000 for each failure.

III. Compliance with State and Federal Requirements

A. Employment Anti-Discrimination: 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 of Virginia. The CSB agrees as follows.

1. 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.

2. 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.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. Service Delivery Anti-Discrimination: 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 paragraphs 1 and 2 below.

1. 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 discrimination under such services on the grounds of race, religion, color, national origin, age, gender, or disability.
2. 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.
3. 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.