RUSSELL COUNTY

BOARD OF SUPERVISOR'S MEETING

AGENDA – MAY 1, 2023

BOS Board Room | **Regular Meeting** | **6:00 PM**

Russell County Governmental Center
Lebanon, Virginia 24266

CALL TO ORDER & ROLL CALL – Clerk of the Board

EXECUTIVE SESSION (CLOSED) – Legal Matters – Economic Development Project – Moss III and Proposed Legislative Ordinance. **(Executive Session will begin at 5 p.m. and closed to the general public. Citizens are welcome to attend and wait in the boardroom until the Executive Session is complete.)**

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

ACKNOWLEDGEMENT

1. **Officer Noel Ball – American Red Cross Hero Award**
2. **Older Americans Month May 2023 Proclamation**

PUBLIC HEARING

1. **VDOT Secondary Six-Year Plan FY 2023/24 to FY 2028/29**
2. **VDOT Resolutions – Abandonment of Rte. 871 & Rte. 1211 & Rte. 19/58**

PRESENTATIONS

1. **Dan Glass & Ronald Passmore (Director - Regulation & Compliance Enforcement Division Office of Emergency Medical Services) - Dante Rescue Squad's Request for Organizational Exemption**

NEW BUSINESS

1. **Approval of Minutes. Consider approval of the minutes of the following meeting of the Russell County Board of Supervisors…..……B-1**

   a. **Unapproved minutes of April 3, 2023**

   b. **Unapproved minutes of April 11, 2023**

2. **Approval of Expenditures. Consider approval of expenditures presented for payment……...B-2**

3. **Committee Appointments for Board Consideration……B-3**

   RC Library Board

   Yvonne Dye June 30, 2023

CITIZEN'S COMMENT PERIOD (Limited to 3 Minutes)

CONSTITUTIONAL OFFICER REPORTS AND REQUESTS

COUNTY ATTORNEY REPORTS AND REQUESTS

1. **IDA Polycap Revenue Bonds – BOS Moral Obligation Resolution……..C-1**

2. **Special Counsel – Economic Development Project – Moss III ..……..C-2**

3. **RC Off-Road Recreational Vehicles Ordinance…….……C-3**

COUNTY ADMINISTRATOR REPORTS AND REQUESTS

REPORTS

1. **VDOT Monthly Road System Report……..……..D-1**

2. **Virginia Cooperative Extension Program Highlights…..……...D-2**

REQUESTS

3. **Cumberland Plateau Regional Housing Authority (CPRHA) ARPA Funding Concerning Regional Housing Need Assessment…..……D-3**

4. **EMS Resolution - Dante Rescue Squad's Operational Exemption…….…D-4**

5. **FY 2024-2025 Community Services Board Performance Contract…..……...D-5**

6. **BOS FY 2023/24 County Budget Meeting Dates……..……....D-6**

7. **Surplus Vehicle – Cleveland Fire Department…….……..D-7**

8. **Annual Community Disposal Containers/Tipping Fee Waivers……D-8**

BOARD DISCUSSIONS & REMINDERS

ADJOURNMENT

COUNTY AGENCY / BOARD REPORTS:

- **Treasurer's Report……E**
- **RC IDA ……F**
- **RC PSA ……...G**
- **Castlewood W&S ……..H**
- **RC Tourism……I**
- **RC Planning Commission ……..J**
- **Conference Center……K**
- **RC Fitness Center……L**
- **RC Transportation & Safety……...M**
- **RC Cannery Reports……N**
- **RC Building Inspector……..O**
- **RC Litter Report……P**

CLOSED SESSION

Motion made by_____, second by_____and duly approved by the Board of Supervisors enter into closed session to discuss Legal Matters pursuant to Section 2.2-3711(A)(5)(7)(8) – Legal Discussions concerning with a Proposed Economic Development Project – Moss III and Proposed Legislative Ordinance.

The vote was:
Aye: _____
Nay: _____

CERTIFICATION OF CLOSED SESSION

Pursuant to §2.2-3712 (D) of the Code of Virginia 1950, as amended, each member of the Board of Supervisors upon the Roll Call certifies that to the best of their knowledge (i) only public business matters lawfully exempted from the open meeting requirements under the Virginia Freedom of Information Act and (ii) only such public business matters that were identified in the motion(s) by which the closed meeting was convened were heard, discussed or considered in the meeting by the Board of Supervisors.

Any member of the Board of Supervisors who believes that there was a departure from the requirements of clauses (i) and (ii) above shall so state prior to the vote, indicating the substance of the departure that, in his or her judgment, has taken place.

Are there any Supervisors who believe a departure has taken place?

Seeing none, if you agree that the matters heard, discussed, or considered during the closed meeting were pursuant only to the motion(s) by which the closed meeting was convened, please signify by saying aye or yes.

Tim Lovelace -

Lou Ann Wallace -

Carl Rhea -

Steve Breeding -

David Eaton -

Rebecca Dye -

Oris Christian -

APPROVAL TO RETURN TO REGULAR SESSION

Motion made by_____, second by_____and duly approved by the Board of Supervisors to return to regular session.

The vote was:
Aye: _____
Nay: _____

ACKNOWLEDGMENTS

1. **Officer Noel Ball – American Red Cross Hero Award**
2. **Older Americans Month May 2023 Proclamation**

Staff Recommendation:

Presentation – Informational Only.

Suggested Motion:

Board Discretion.

ATTACHMENTS:

- Various

Gmail Loretta Vance <loretta.vance@russellcountyva.us>

Re: American Red Cross Hero Award

1 message

Lou Wallace <lou.wallace@russellcountyva.us> Sat, Apr 15, 2023 at 1:02 PM
To: Jess Powers <jess.powers@russellcountyva.us>
Cc: Lonzo Lester <lonzo.lester@russellcountyva.us>, Vicki Porter <vicki.porter@russellcountyva.us>, kpatton <kpatton@chafinlaw.com>, Loretta Vance <loretta.vance@russellcountyva.us>

Yes, Thank you. Lou

On Fri, Apr 14, 2023, 10:38 AM Jess Powers <jess.powers@russellcountyva.us> wrote:

> Dear Mr. Lester,
>
> Last February, Officer Noel Ball rescued an elderly female from a burning trailer in Honaker and was injured during the rescue. Sharon Dixon, American Red Cross and I nominated him for the National Red Cross Hero Recognition Campaign. As a result, Officer Noel Ball was selected as a National Red Cross Hero for saving a resident's life and saved her from being burned to death in the structure fire. However, he is unable to attend the National Hero Celebration in Roanoke on April 20, 2023 due to the mandatory School Resource Officer training on the week of April 17 - 21, 2023. As the nominators, Sharon and I believe that he should receive this National recognition in a formal local presentation in front of his peers and family members. Therefore, Sharon and I are requesting to be on the May 1, 2023 Board of Supervisors agenda to honor our local hero and present him with the National Hero Award. Sharon will go to the National Hero event in Roanoke and will accept the Hero Award on Officer Ball's behalf. If placed on the agenda, please let me know so that arrangements can be made for the presentation of the Hero Award to Officer Ball. Thank you for your consideration.

Appalachian Agency for Senior Citizens
Respect • Response • Results

March 27, 2023
Russell County Board of Supervisors
137 Highland Drive, Suite A, Lebanon, VA 24266

Dear Russell County Board of Supervisors,

Established in 1963, Older Americans Month (OAM) is celebrated every May. Led by the Administration for Community Living (ACL), OAM is a time for us to acknowledge the contributions and achievements of older Americans, highlight important trends, and strengthen our commitment to honoring our older citizens.

Aging Unbound is the theme this year and the focus is on promoting the importance of enjoying independence and fulfillment by paving our own paths as we age. As this year is the 60th anniversary of OAM, I humbly request that you issue the included proclamation as a way of highlighting both the needs and contributions of older Americans. Thank you for your support in helping us to enhance the lives of area seniors.

Sincerely,

Brian Beck
CEO
Appalachian Agency for Senior Citizens, Inc. (AASC)

P.O. Box 765 • Cedar Bluff, VA 24609 • 276-964-4915 • Fax 276-963-0130 • 1-800-656-2272

Older Americans Month 2023

A PROCLAMATION

Whereas, Russell County includes a growing number of older Americans who contribute their time, wisdom, and experience to our conununity; and

Whereas, Russell County benefits when people of all ages, abilities, and backgrounds have the opportunity to participate and live independently; and

Whereas, Russell County recognizes the need to create a conrnrnnity that offers the services and supports older adults may need to make choices about how they age; and

Whereas, Russell County can work to build an even better community for our older residents by:

- Not limiting our thinking about aging.
- Exploring and combating stereotypes,
- Emphasizing the many positive aspects of aging,
- Inspiring older adults to push past traditional boundaries, and
- Embracing our community's diversity.

Now, therefore, we, the Russell County Board of Supervisors do hereby proclaim May 2023 to be Older Americans Month. We urge every resident to celebrate our older citizens, help to create an inclusive society, and accept the challenge of flexible thinking around aging.

Dated this ___ day of___ , 2023

Russell County Board of Supervisors

---------- , Chairman

OLDER AMERICANS MONTH

AGING UNBOUND: MAY 2023

Public Hearing

1. **VDOT Secondary Six-Year Plan FY 2023/24 to FY 2028/29**
2. **VDOT Resolutions – Abandonment of Rte. 871 & Rte. 1211 & Rte. 19/58**

Staff Recommendation:

Presentation – Informational Only.

Suggested Motion:

Board Discretion.

ATTACHMENTS:

- Various

Public Hearing Notice

The Virginia Department of Transportation and the Board of Supervisors of Russell County, in accordance with Section 33.1-70.01 of the Code of Virginia, will conduct a joint public hearing at the Russell County Government Center at 6 p.m. on May 1, 2023. The purpose of this public hearing is to receive public comment on the proposed Secondary Six-Year Plan for Fiscal Years 2023/24 through 2028/29 in Russell County and on the Secondary System Construction Budget for Fiscal Year 2022/23. Copies of the proposed Plan and Budget may be obtained at the Lebanon Residency Office of the Virginia Department of Transportation, located at 1067 *Fincastle Road, Lebanon, Virginia 24266*. The plans will be in a public convenience literature box in the front parking lot near the handicapped parking space or obtained inside the office. Copies may also be reviewed at the Russell County offices located at 137 Highland Drive, Lebanon, Virginia 242466. The information will also be posted on the Russell County website @ www.russellcountyva.us.

All projects in the Secondary Six-Year Plan that are eligible for federal funds will be included in the Statewide Transportation Improvement Program (STIP), which documents how Virginia will obligate federal transportation funds.

Persons requiring special assistance to attend and participate in this hearing should contact the Virginia Department of Transportation at (276) 889-7601. Persons wishing to speak at this public hearing should contact the Russell County Board of Supervisors at (276) 889-8000.

Comments and questions may be submitted virtually, remotely, or via pre-scheduled in-person appointment with a VDOT Lebanon Residency staff member. Please contact the VDOT Lebanon Residency at the address/phone number below to schedule an appointment on or before April 28, 2023.

CONTACT INFORMATION:

Mon -Fri, 8a.m.-5p.m.
VA Dept. of Transportation
P.O. Box 127
Lebanon, VA 24266
(276) 889 7601

NOTE: ALL PUBLIC COMMENTS MUST BE SUBMITTED ON OR BEFORE 12:00 P.M. MAY 1, 2023.

Citizens may also participate in the hearing by one of the following methods:

a. Calling the Russell County Administrator's office at 276 889-8000 and leaving a message.

b. Calling United States (Toll Free): 1 866 899 4679
- One-touch: tel:+18668994679,,996339661#
to make comments during the hearing beginning at 6 p.m. on May 3, 2021.

c. Emailing the County offices at Lonzo.lester@russellcountyva.us

d. Utilizing Go-To-Meeting digital meeting software using the following link: https://global.gotomeeting.com/join/996339661

Persons utilizing any of the above means of participating in the meeting shall provide their name and home address as part of their comments.

Russell County Virginia

"The Heart of Southwest Virginia"

Tim Lovelace
District 1

Carl Rhea
District 3

David Eaton
District 4

Lou Ann Wallace, Chairperson
District 2

Oris Christian, Vice-Chairman
At-Large

Steve Breeding
District 5

Rebecca Dye
District 6

Lonzo Lester
County Administrator

APPROVAL OF SECONDARY HIGHWAY SIX YEAR PLAN (2023/24 THROUGH 2028/29)

AND CONSTRUCTION PRIORITY LIST (2023/24)

RUSSELL COUNTY, VIRGINIA

WHEREAS, Sections 33.1-23 and 33.1-23.4 of the 1950 Code of Virginia, as amended, provides the opportunity for each county to work with the Virginia Department of Transportation in developing a Secondary Six-year Road Plan, and

WHEREAS, this Board had previously agreed to assist in the preparation of this Plan, in accordance with the Virginia Department of Transportation policies and procedures and participated in a public hearing on the proposed Plan (2023/24 through 2028 / 29) as well as the Construction Priority List (2023/24) on May 1, 2023, after duly advertised so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List, and

WHEREAS, VDOT Lebanon Residency staff appeared before the Board and recommended approval of the Six-year plan for Secondary Roads FY 2024 through FY 2029 and the Construction Priority List (2023/24) for Russell County, Virginia.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Supervisors of Russell County, Virginia that since said Plan appears to be in the best interest of the Secondary Road System in Russell County and of the citizens residing on the Secondary System, said Secondary Six year plan (2023/24 through 2028/29) and Construction Priority List (2023/24) are hereby approved as presented at the public hearing.

DONE this 1st day of May, 2023.

Recorded Vote Moved By: _____

Seconded By: _____

Yeas _____ Nays _____

Signed: _____

Secondary System
Russell County
Construction Program
Estimated Allocations

Fund	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	Total
TeleFee	$61,347	$61,347	$61,347	$61,347	$61,347	$61,347	$368,082
Federal STP - Bond Match	$0	$0	$0	$0	$0	$0	$0
District Grant - Unpaved	$421,486	$389,729	$433,072	$433,072	$433,072	$433,072	$2,543,503
Total	$482,833	$451,076	$494,419	$494,419	$494,419	$494,419	$2,911,585

Board Approval Date:

Residency Administrator Date

County Administrator Date

Bristol
Russell County

Russell County (083)

UPC	Description
115383	Rte. 606 - BLADE, DITCH AND PAVE

1.01 Project 0606083979 Rte. 609 1.3 Mi. S. Rte. 609

Previous	Budget	Projected	Total
$207,041	$310,219	$0	$517,260
		Total Estimate:	$517,260
		Balance:	$0

	PE	RW	CN
Estimate:	$0	$0	$517,260

Funding Detail		Previous	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
6030606	Secondary Formula - Telecommunications : Russell	$35,507	$61,347	$0	$0	$0	$0	$0
6071700	HB2 DG: Unpaved - Russell	$171,534	$248,872	$0	$0	$0	$0	$0

UPC	Description
122660	RURAL ADDITION - RTE. 1080 - NORTH CEDAR DRIVE

1.02 Project 1080083992 0.2 MI. NORTH OF RTE 657 0.26 MI. NORTH OF RTE 657

Previous	Budget	Projected	Total
$30,000	$0	$0	$30,000
		Total Estimate:	$30,000
		Balance:	$0

	PE	RW	CN
Estimate:	$0	$0	$30,000

Funding Detail		Previous	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
6030606	Secondary Formula - Telecommunications : Russell	$15,000	$0	$0	$0	$0	$0	$0
		$15,000						

Russell County Gen Fund

UPC	Description
115384	Rte. 678 - BLADE, DITCH AND PAVE

1.03 Project 0678083980 Rte. 606 1 Mi. E. Rte. 606

Previous	Budget	Projected	Total
$336,373	$147,614	$0	$483,987
		Total Estimate:	$483,987
		Balance:	$0

	PE	RW	CN
Estimate:	$0	$0	$483,987

Funding Detail		Previous	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
6030606	Secondary Formula - Telecommunications : Russell	$43,800	$0	$0	$0	$0	$0	$0
6071700	HB2 DG: Unpaved - Russell	$292,573	$147,614	$0	$0	$0	$0	$0

118907 **RTE 824 - WALT DRIVE - BLADE, DITCH, AND PAVE**

1.04 Project 0824083990 Intersection Route 679 0.4 Mi. North of Route 679

Previous	Budget	Projected	Total
$3,890	$25,000	$80,430	$109,320
		Total Estimate:	$109,320
		Balance:	$0

	PE	RW	CN
Estimate:	$0	$0	$109,320

Funding Detail	Previous	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
6071700 HB2 DG: Unpaved - Russell	$3,890	$25,000	$80,430	$0	$0	$0	$0

118911 **RTE 671 - HONAKER CHAPEL RD - BLADE, DITCH, AND PAVE**

1.05 Project 0671083991 Intersection with Alt. Route 58 1.3 Mi. West of Alt. Route 58

Previous	Budget	Projected	Total
$0	$0	$548,000	$548,000
		Total Estimate:	$548,000
		Balance:	$0

	PE	RW	CN
Estimate:	$0	$0	$548,000

Funding Detail	Previous	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
6030606 Secondary Formula - Telecommunications : Russell	$0	$0	$0	$0	$0	$0	$0
6071700 HB2 DG: Unpaved - Russell	$0	$0	$309,299	$177,354	$0	$0	$0

-27068 **Glade Hollow Drive - Rural Addition**

Previous	Budget	Projected	Total
17,000	120,000	120,000	

	PE	RW	CN
			120,000

	Previous	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
Tele fees	$17,000		$61,347	$26,653			
Russell Co Gen Funds				15,000			

-27068 **RTE 746 - STONEY POINT DRIVE - RURAL RUSTIC**

1.06 Project 0746083993 ROUTE 71 1.17 MI. NORTH OF ROUTE 71

Previous	Budget	Projected	Total
$0	$0	$407,000	$407,000
		Total Estimate:	$407,000
		Balance:	$0

	PE	RW	CN
Estimate:	$0	$0	$407,000

Funding Detail		Previous	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
6030606	Secondary Formula - Telecommunications : Russell	$0	$0	$0	$34,694	$11,653	$0	$0
6071700	HB2 DG: Unpaved - Russell	$0	$0	$0	$255,718	$89,935	$0	$0
Russell Co Gen Funds						$15,000		

-27069 **RTE 801 - STEEL HOLLOW ROAD - RURAL RUSTIC**

1.07 Project 0801083994 ROUTE 668 END OF STATE MAINTENANCE

Previous	Budget	Projected	Total
$0	$0	$130,000	$130,000
		Total Estimate:	$130,000
		Balance:	$0

	PE	RW	CN
Estimate:	$0	$0	$130,000

Funding Detail		Previous	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
6030606	Secondary Formula - Telecommunications : Russell	$0	$0	$0	$0	$49,694	$0	$0
6071700	HB2 DG: Unpaved - Russell	$0	$0	$0	$0	$68,653	$0	$0

-27070 **ROUTE 636 - KENTS RIDGE ROAD - RURAL RUSTIC**

1.08 Project 0636083995 1.9 Mi. North of Rte 640 3.2 Mi. North of Rte 640

Previous	Budget	Projected	Total
$0	$0	$450,000	$450,000
		Total Estimate:	$450,000
		Balance:	$0

	PE	RW	CN
Estimate:	$0	$0	$450,000

Funding Detail	Previous	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
6030606 Secondary Formula - Telecommunications : Russell	$0	$0	$0	$0	$0	$0	$0
6071700 HB2 DG: Unpaved - Russell	$0	$0	$0	$0	$262,831	$187,169	$0

-28174 **ROUTE 721 - RURAL RUSTIC**

1.09 Project 9999083989 Route 640 1 Mile North of Route 640 / Dead End

Previous	Budget	Projected	Total
$0	$0	$318,000	$318,000
		Total Estimate:	$318,000
		Balance:	$0

	PE	RW	CN
Estimate:	$0	$0	$0

Funding Detail	Previous	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
6030606 Secondary Formula - Telecommunications : Russell	$0	$0	$0	$0	$0	$49,694	$0
6071700 HB2 DG: Unpaved - Russell	$0	$0	$0	$0	$0	$257,556	$0

-28175 **ROUTE 609 - RURAL RUSTIC**

1.10 Project 9999083989 Route 611 Route 686 (1.7 Miles)

Previous	Budget	Projected	Total
$0	$0	$180,000	$180,000
		Total Estimate:	$180,000
		Balance:	$0

	PE	RW	CN
Estimate:	$0	$0	$0

Funding Detail	Previous	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
6030606 Secondary Formula - Telecommunications : Russell	$0	$0	$0	$0	$0	$0	$61,347
6071700 HB2 DG: Unpaved - Russell	$0	$0	$0	$0	$0	$0	$117,750

-28176 **ROUTE 678 - RURAL RUSTIC**

1.11 Project 9999083989 Route 680 Route 606 (1.7 miles)

Previous	Budget	Projected	Total
$0	$0	$315,322	$315,322
		Total Estimate:	$520,000
		Balance:	$204,678

	PE	RW	CN
Estimate:	$0	$0	$0

Funding Detail	Previous	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
6030606 Secondary Formula - Telecommunications : Russell	$0	$0	$0	$0	$0	$0	$0
6071700 HB2 DG: Unpaved - Russell	$0	$0	$0	$0	$0	$0	$315,322

Russell County Virginia
"The Heart of Southwest Virginia"

Tim Lovelace **District 1**		**Steve Breeding** **District 5**
Carl Rhea **District 3**	**Lou Ann Wallace, Chairperson** **District 2**	**Rebecca Dye** **District 6**
David Eaton **District 4**	**Oris Christian, Vice-Chairman** **At-Large**	**Lonzo Lester** **County Administrator**

PUBLIC NOTICE

NOTICE OF PROPOSED ROAD ABANDONMENT
ROUTE 871

Pursuant to §33.2-909 of the Code of Virginia, the Russell County Board of Supervisors will consider abandonment of a section of Route 871, from Route 722 (Sourwood Mountain Rd) to 0.39 mile northeast of Route 722, a distance of 0.39 mile. This matter is being considered by the Board of Supervisors because no public necessity exists for the continuance of the road as a public highway. Any abutting landowner may request a public hearing be held on the matter by submitting a written request to the Board of Supervisors on or before April 21, 2023 for consideration at the Board of Supervisors Meeting on May 1, 2023.

Additional materials related to the proposed abandonment may be obtained by contacting the Russell County Administrator's office on or before April 14, 2023.

Russell County Board of Supervisors
137 Highland Drive
Lebanon, VA 24266
276-889-8000

The Board of Supervisors of Russell County, in regular meeting on the 1st day of May 2023, adopted the following:

RESOLUTION TO ABANDON ROUTE 871 FROM
THE SECONDARY SYSTEM OF STATE HIGHWAYS

WHEREAS, a public notice was posted as prescribed under §33.2-909, Code of Virginia, announcing a public hearing to receive comments concerning abandoning the section of road described on the project sketch and VDOT Form AM4.3, attached and incorporated herein as a part of this resolution, from the secondary system of state highways, and

WHEREAS, the Commissioner of the Virginia Department of Transportation was provided the prescribed notice of this Board's intent to abandon the subject section of road, and

WHEREAS, after considering all evidence available, this Board is satisfied that no public necessity exists for the continuance of the section of Secondary Route 871 from Route 722 to 0.39 mile northeast of Route 722, a distance of 0.39 mile, and hereby deems that section of road is no longer necessary as a part of the Secondary System of State Highways, and

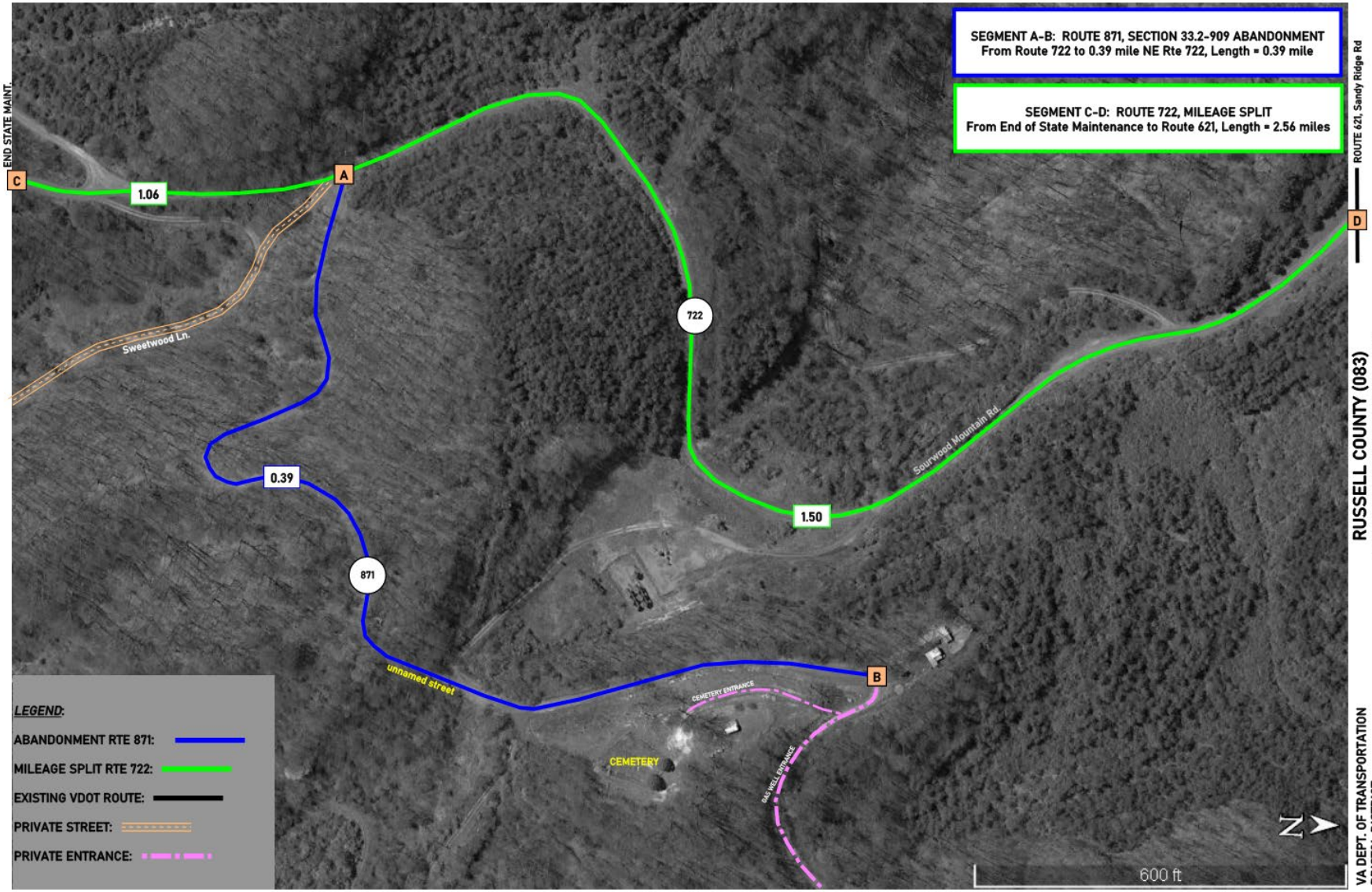
NOW, THEREFORE, BE IT RESOLVED, this Board abandons the above described section of Route 871 and removes it from the secondary system of state highways, pursuant to §33.2-909, Code of Virginia; and

BE IT FINALLY RESOLVED, a certified copy of this resolution be forwarded to the Resident Administrator of the Virginia Department of Transportation.

Recorded Vote
Moved By: _____
Seconded By: _____
Yeas: _____
Nays: _____

A Copy Teste:

_____
(Name), (Title)


SEGMENT A-B: ROUTE 871, SECTION 33.2-909 ABANDONMENT
From Route 722 to 0.39 mile NE Rte 722, Length = 0.39 mile
SEGMENT C-D: ROUTE 722, MILEAGE SPLIT
From End of State Maintenance to Route 621, Length = 2.56 miles
END STATE MAINT.
C
A
1.06
Sweetwood Ln.
722
Sourwood Mountain Rd.
ROUTE 621, Sandy Ridge Rd
D
1.50
0.39
871
unnamed street
B
CEMETERY ENTRANCE
CEMETERY
GAS WELL ENTRANCE
LEGEND:
ABANDONMENT RTE 871:
MILEAGE SPLIT RTE 722:
EXISTING VDOT ROUTE:
PRIVATE STREET:
PRIVATE ENTRANCE:
N
600 ft
RUSSELL COUNTY (083)
ROUTE 871 ABANDONMENT
VA DEPT. OF TRANSPORTATION
BRISTOL DISTRICT
LEBANON RESIDENCY
RUSSELL COUNTY 083

Form AM 4.3
(Rev 04/05/2023)

ICR ID: 38946199
NONE

COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION
Form AM 4.3

In Russell County

by Resolution of the governing body adopted 5/1/2023

The following VDOT Form AM-4.3 is hereby attached and incorporated as part of the governing body's resolution for changes to the secondary system of state highways.

A Copy Testee Signed (County Official):_____

Report of Changes in the Secondary System of State Highways

Project/Subdivision: **ROUTE 871 ABANDONMENT**

CHANGE TYPE	RTE NUM & STREET NAME	CHANGE DESCRIPTION	FROM TERMINI	TO TERMINI	LENGTH	NUMBER OF LANES	RECORDATION REFERENCE	ROW WIDTH
Length Correction	Rt. 722 - SOURWOOD MOUNTAIN RD	Data Adjustment, Project by VDOT §33.2-326	END STATE MAINTENANCE [C]	ROUTE 621 [D]	2.56			0
Abandonment	Rt. 871 -	Non-Project §33.2-909	ROUTE 722 [A]	0.39 MI NE RTE 722 [B]	0.39	2		0

RUSSELL CO 083
ROUTE 871 DISCONTINUANCE

Virginia Administrative Code
Title 24. Transportation and Motor Vehicles
Agency 30. Department of Transportation
Chapter 92. Secondary Street Acceptance Requirements

24VAC30-92-60. Public Benefit Requirements.

A. Public benefit. A street or network addition may only be accepted by the department for maintenance as part of the secondary system of state highways if it provides sufficient public benefit to justify perpetual public maintenance as defined by this chapter. A street shall be considered to provide sufficient public benefit if it meets or exceeds the public service, pedestrian accommodation, and connectivity requirements of this chapter.

B. Public service requirements. In the event the governing body requests the addition of a street or network addition before it meets these public service provisions, the district administrator will review each request on an individual case basis and determine if the acceptance of a street prior to normal service requirements is justified, provided the street or network addition meets all other applicable requirements including the connectivity requirements of this chapter. At the request of the local governing body, subject to approval by the district administrator, the public service requirements may be reduced for individual streets serving state or local economic development projects.

Rte 871 does not serve a state/local govt. economic development project.

1. Individual streets. For the purpose of these requirements, public service may include, but is not necessarily limited to, streets meeting one or more of the following situations:

Rte 871 is a dead end individual street, & should meet one or more of the individual street public service requirements

a. Serves three or more occupied units with a unit being a single-family residence, owner-occupied apartment, owner-occupied residence in a qualifying manufactured home park, a stand-alone business, or single business entity occupying an individual building, or other similar facility. Also, streets serving manufactured home parks may only be considered when the land occupied by the manufactured home is in fee simple ownership by the residents of such manufactured home.

871 DOES NOT MEET. It serves zero occupied units.

b. Constitutes a connecting segment between other streets that qualify from the point of public service.

871 DOES NOT MEET. It is a dead end street.

c. Such street is a stub out.

871 DOES NOT MEET. SEE 24VAC30-92-10 Definitions.

d. Serves as access to schools, churches, public sanitary landfills, transfer stations, public recreational facilities, or similar facilities open to public use.

871 DOES NOT MEET.

e. Serves at least 100 vehicles per day generated by an office building, industrial site, or other similar nonresidential land use in advance of the occupancy of three or more such units of varied proprietorship. Any addition under this provision shall be limited to the segment of a street that serves this minimum projected traffic and has been developed in compliance with these requirements.

871 DOES NOT MEET. 2021 ADT = 10 VPD. No office buildings, not an industrial site, or other type of commercial use.

f. Constitutes a part of the network of streets envisioned in the transportation plan or

element of a locality's comprehensive plan that, at the time of acceptance, serves an active traffic volume of at least 100 vehicles per day.

871 DOES NOT MEET-Rte 871 is not part of a network addition & has an AADT of 10 vpd.

2. Multifamily, townhouse, and retail shopping complexes. A through street that serves a multifamily building may be considered for maintenance as part of the secondary system of state highways if it is deemed by the department to provide a public service and provided it is well defined and the district administrator's designee determines that it is not a travel way through a parking lot.

Section 2 is not applicable. Rte 871 not part of such complexes.

Entrance streets and the internal traffic circulation systems of retail shopping complexes qualify only if more than three property owners are served and the district administrator's designee determines that it is not a travel way through a parking lot.

3. Network additions. A network addition shall be considered to provide service if each street within the addition meets at least one of the criteria in subdivision 1 of this subsection. Section 3 is inapplicable. Rte 871 is not part of a network addition.

** 4. Special exceptions. There may be other sets of circumstances that could constitute public service. Consequently, any request for clarification regarding unclear situations should be made in writing to the district administrator's designee.

C. Connectivity requirements. All streets in a development as shown in a plan of development shall be considered for acceptance into the secondary system of state highways as one or multiple network additions. However, streets with a functional classification of collector and above may be eligible for acceptance as individual streets.

Subsection C is not applicable. Not part of a development creating new streets.

For the purposes of this subsection, connection shall mean a street connection to an adjacent property or a stub out that will allow for future street connection to an adjacent property.

The connectivity requirements of this chapter shall not apply to the following: a frontage road or reverse frontage road as defined in the Access Management Regulations (24VAC-30-73), streets petitioned for acceptance into the secondary system of state highways through the Rural Addition Program pursuant to §§ 33.2-335 and 33.2-336 of the Code of Virginia, or streets petitioned for acceptance into the secondary system of state highways through the Commonwealth Transportation Board's Rural Addition Policy provided such streets were constructed prior to January 1, 2012.

1. Stub out connection standard. If a stub out or stub outs maintained by the department adjoin the property of a development with a network addition or individual street proposed for acceptance into the secondary system of state highways, such network addition or individual street must connect to such stub out or stub outs to be eligible for acceptance into the secondary system of state highways. The district administrator may waive this requirement if the existing stub out is of such design as to make such a connection unsafe.

2. Multiple connections in multiple directions standard. The streets within a network addition may be accepted into the secondary system of state highways if the network addition

provides at least two external connections, one of which must be to a publicly maintained

**The CTB will determine whether access to the cemeteries is a special exception to warrant continued maintenance based upon comments received at the public hearing and the relevant known facts.

highway and the other providing a connection to a different highway or a stub out to an adjoining property. Local street stub outs generally should not exceed 500 feet in length. If a stub out is constructed, the applicant shall post a sign in accordance with the department's standards that indicates that such stub out is a site for a future roadway connection. Nothing in this chapter shall be construed as to prohibit a stub out from providing service to lots within a development. The district administrator's designee shall waive or modify the second required connection of this standard if one or more of the following situations renders the provision of such connection impracticable:

871 DOES NOT MEET. Dead end street with one connection.

a. The adjoining property is completely built out, its state is such that redevelopment within 20 years is unlikely, and there is no stub out (either constructed or platted) to the property served by the network addition;

871 DOES NOT MEET. It is not part of a network addition.

b. The adjoining property is zoned for a use whose traffic is incompatible with the development being served by the network addition, providing, however, that in no case shall retail, residential, or office uses be considered incompatible with other retail, residential, or office uses; or

NOT APPLICABLE. Russell Co has no zoning ordinance.

c. There is no reasonable connection possible to adjoining property or adjacent highways due to a factor outside the control of the developer of the network addition, such as the presence of conservation easements not put in place by the developer of the network addition, water features such as rivers or lakes, jurisdictional wetlands, grades in excess of 15% whose total elevation change is greater than five feet, limited access highways, railroads, or government property to which access is restricted.

871 DOES NOT MEET. It is not part of a network addition.

3. Additional connections standard. Network additions providing direct access to (i) more than 200 dwelling units or (ii) lots whose trip generation is expected to be over 2,000 VPD may be accepted into the secondary system of state highways if the network addition provides an additional external connection beyond that required under subdivision 2 of this subsection for each additional 200 dwelling units or 2,000 VPD or portion of each over and above the initial 200 dwelling units or 2,000 VPD. For the purposes of this requirement, each external connection of collector facilities that are elements of the county's transportation plan and to which there is no direct lot access provided counts as two external connections. The district administrator's designee shall waive or modify this additional connections standard if one or more of the following situations renders the provision of such connection impracticable:

Subsection 3 is not applicable. Not part of a network addition.

a. The adjoining property is completely built out, its state is such that redevelopment within 20 years is unlikely, and there is no stub out (either constructed or platted) to the property served by the network addition;

Proposed discontinuance dead ends inside Nature Conservancy property. No stub out. Not part of a network addition.

b. The adjoining property is zoned for a use whose traffic is incompatible with the development being served by the network addition, providing, however, that in no case shall retail, residential, or office uses be considered incompatible with retail, residential, or office uses;

NOT APPLICABLE. Russell Co. has no zoning ordinance.

c. In developments with a median density of more than eight lots per acre or with a FAR of 0.4 or higher, where the number of connections provided would be contrary to the

871 DOES NOT MEET

public interest; or

NOT APPLICABLE: Rte 871 is not part of a network development.

d. There is no reasonable connection possible to adjoining property or adjacent highways due to a factor outside the control of the developer of the network addition, such as the presence of conservation easements not put in place by the developer of the network addition, water features such as rivers or lakes, jurisdictional wetlands, grades in excess of 15% whose total elevation change is greater than five feet, limited access highways, railroads, or government property to which access is restricted.

Not applicable. Not a new addition.

4. Individual street standard. Streets that are not part of a network addition shall be accepted into the secondary system of state highways upon petition by the local governing body as long as they meet the requirements of the applicable design standard and one terminus of the street is an intersection with a roadway that is part of the existing publicly maintained highway network and the other terminus is either an intersection with a roadway that is part of the existing publicly maintained highway network or a stub out to an adjoining property. Streets considered for individual acceptance should be (i) streets that provide a connection between two existing publicly maintained streets or (ii) streets with a functional classification as collector or higher.

5. Connectivity exceptions. Not applicable. Not a new addition.

Where the above standards for waiver or modification have been met, the connectivity requirements for a network addition shall be waived or modified by the district administrator's designee. The developer shall submit any request for connectivity waiver or modification to the district administrator's designee with a copy to the local official. The district administrator's designee shall respond to requests for connectivity exceptions within 30 calendar days of receipt of a request. For projects where a scoping meeting pursuant to the Traffic Impact Analysis Regulations (24VAC30-155) will be held, requests for exceptions and supporting data should be presented and discussed.

6. In instances where there is potential for conflict between this chapter and the Access Management Regulations: Minor Arterials, Collectors, and Local Streets (24VAC30-73), the following shall apply:

Not applicable. Functionally classified as local street & not an addition.

a. For streets with a functional classification of collector where additional connections necessary to meet the connectivity requirements of this chapter cannot be accommodated within the applicable spacing standards and cannot otherwise be met through connections to lower order roadways or stub outs, such spacing standards shall be modified by the district administrator's designee to allow for such connection. Such connection or connections shall be required to meet intersection sight distance standards specified in the Road Design Manual, 2011 (VDOT).

b. For streets with a functional classification of minor arterial where additional connections necessary to meet the connectivity requirements of this chapter cannot be accommodated within the applicable spacing standards and cannot otherwise be met through connections to lower order roadways or stub outs, the district administrator's designee shall, in consultation with the developer and the local official, either modify the applicable spacing standards to allow for such connection or connections, or modify

the connectivity requirements of this chapter to account for the inability to make such connection. Such connection shall be required to meet intersection sight distance as specified in the Road Design Manual, 2011 (VDOT).

Not applicable. Functionally classified as local street.

c. For streets with a functional classification of principal arterial where additional connections necessary to meet the external connectivity requirements of this chapter cannot be accommodated within the applicable spacing standards and cannot otherwise be met through connections to lower order roadways or stub outs, the connectivity requirements shall be modified by the district administrator's designee to account for the inability to make such connection.

Not applicable. Functionally classified as local street.

Not applicable. Not a new addition.

7. Failure to connect. If a local government approves a subdivision plat for a new development that does not connect to a stub out or stub outs in an adjacent development and such development's network addition or individual street would meet the applicable requirements of this chapter if it connected to a stub out or stub outs in the adjacent development, the network addition or individual street may or may not be accepted into the secondary system of state highways for maintenance pursuant to the authority granted to the district administrators in accordance with 24VAC30-92-100.

Statutory Authority

§§ 33.2-210 and 33.2-334 of the Code of Virginia.

Historical Notes

Derived from Virginia Register Volume 25, Issue 15, eff. March 9, 2009; amended, Virginia Register Volume 27, Issue 16, eff. May 11, 2011; Volume 28, Issue 8, eff. December 31, 2011; Errata 28:10 VA.R. Page 939 January 16, 2012; amended, Virginia Register Volume 31, Issue 7, eff. December 31, 2014.

83-0871 DISCONTINUANCE

Virginia Administrative Code
Title 24. Transportation and Motor Vehicles
Agency 30. Department of Transportation
Chapter 91. Subdivision Street Requirements

24VAC30-91-50. Service Requirements.

A. Service consideration. A street may only be accepted by the department for maintenance as part of the secondary system of state highways if it renders sufficient public service to justify expending public funds for its subsequent maintenance.

NOT APPLICABLE-not related to an addition.

In the event the governing body requests the addition of a street before it meets these public service provisions, the resident engineer will review each request on an individual case basis and determine if the acceptance of a street prior to normal service requirements is justified. However, prior to deferring acceptance based solely on service requirements, the resident engineer shall confer with the appropriate Central Office Division Administrator or other designee appointed by the commissioner.

The public service requirements of this subsection may be waived for cul-de-sac streets less than 0.25 miles in length when the acceptance of the street or streets will complete the acceptance of all streets within the subject section of the subdivision.

B. Criteria. For the purpose of these requirements, public service may include, but is not necessarily limited to, streets meeting one or more of the following situations:

1. Serves three or more occupied units of varied proprietorship with a unit being a single-family residence, owner-occupied apartment, owner-occupied residence in a qualifying manufactured home park, a stand-alone business, or single business entity occupying an individual building, or other similar facility. However, streets providing service in settings similar to an apartment building setting will only be considered for acceptance if the street is well defined and appears to be a street rather than a travel way through a parking lot.
871 DOES NOT MEET-871 serves zero occupied units.

2. Constitutes a connecting link between other streets that qualify from the point of public service.
871 DOES NOT MEET-871 is a dead end street.

3. Provides an extension of a street to the subdivision boundary to facilitate the continuity of possible adjacent development, if required by local ordinance. Such streets shall normally incorporate an adequate means for vehicles to turn around and reverse direction.
NOT APPLICABLE-not related to a new addition of a subdivision street.

4. Serves as access to schools, churches, public sanitary landfills, transfer stations, public recreational facilities, or similar facilities open to public use.
871 DOES NOT MEET-no such facilities on Route 871.

5. Serves at least 100 vehicles per day generated by an office building, industrial site, or other similar nonresidential land use in advance of the occupancy of three or more such units of varied proprietorship. Any addition under this provision shall be limited to the segment of a subdivision street that serves this minimum projected traffic and has been developed in compliance with these requirements.
871 DOES NOT MEET-2021 AADT on Rte 871 is 10 vpd & does not serve an office building, industrial site, or other similar nonresidential land use. Nor is it part of a subdivision.

6. Constitutes a part of the network of streets envisioned in the transportation plan or element of a county's comprehensive plan that, at the time of acceptance, serves an active traffic volume not less than 100 vehicles per day.

871 DOES NOT MEET-not part of a network addition.

C. Apartment and retail shopping complexes. A through street that serves a shopping center or rental apartment building may be considered for maintenance as part of the secondary system of state highways if it is deemed by the department to provide a public service. However, internal streets in these complexes do not normally qualify for addition to the system because their operation and maintenance are considered to be a responsibility of the owner, who stands to profit, rather than the tenant or customer.

NOT APPLICABLE-Rte 871 not part of an apartment or retail shopping complex.

1. However, a street that serves as the principal access to rental apartment buildings may be considered to provide public service if unrestricted public use is permitted and maintenance continuity is practical.

2. Entrance streets and the internal traffic circulation system of shopping centers and apartment complexes qualify only if more than three property owners are served and the street is separated from the parking areas.

3. Streets serving manufactured home parks may only be considered if the residents of the park own the land occupied in fee simple.

** D. Special exceptions. There may be other sets of circumstances that could constitute public service. Consequently, any request for clarification regarding unclear situations should be made in writing to the resident engineer. The resident engineer should then consult the appropriate Central Office Division Administrator or other designee appointed by the commissioner for resolution.

Statutory Authority

§§ 33.2-210, 33.2-241, 33.2-326, and 33.2-705 of the Code of Virginia.

Historical Notes

Derived from Virginia Register Volume 21, Issue 6, eff. January 1, 2005; amended, Virginia Register Volume 27, Issue 16, eff. May 11, 2011.

**The CTB will determine whether access to the cemeteries is a special exception to warrant continued maintenance based upon comments received at the public hearing and the relevant known facts.

Virginia Administrative Code
Title 24. Transportation And Motor Vehicles
Agency 30. Department of Transportation
Chapter 73. Access Management Regulations

****Rte 871 serves zero occupied dwellings. 2021 ADT = 10 vpd. This meets the definition of a private entrance.**

24VAC30-73-10. Definitions.

"Access management" means the systematic control of the location, spacing, design, and operation of entrances, median openings/crossovers, traffic signals, and interchanges for the purpose of providing vehicular access to land development in a manner that preserves the safety and efficiency of the systems of state highways.

"Collectors" means the functional classification of highways that provide land access service and traffic circulation within residential, commercial, and industrial areas. The collector system distributes trips from principal and minor arterials through the area to the ultimate destination. Conversely, collectors also collect traffic and channel it into the arterial system.

"Commissioner" means the individual who serves as the chief executive officer of the Department of Transportation or his designee.

"Commonwealth" means the Commonwealth of Virginia.

"Crossover" means an opening in a nontraversable median (such as a concrete barrier or raised island) that provides for crossing movements and left turning movements.

"Design speed" means the selected speed used to determine the geometric design features of the highway.

"District" means each of the nine areas in which VDOT is divided to oversee the maintenance and construction on the state highways, bridges, and tunnels within the boundaries of the area.

"District administrator" means the VDOT employee assigned to supervise the district.

"District administrator's designee" means the VDOT employee or employees designated by the district administrator.

"Entrance" means any driveway, street, or other means of providing for movement of vehicles to or from the highway.

"Entrance, commercial" means any entrance serving land uses that generate more than 50 vehicular trips per day or the trip generation equivalent of more than five individual private residences or lots for individual private residences using the methodology in the Institute of Transportation Engineers Trip Generation, 8th Edition, 2008.

"Entrance, low volume commercial" means any entrance, other than a private entrance, serving five or fewer individual residences or lots for individual residences on a privately owned and maintained road or land uses that generate 50 or fewer vehicular trips per day using the methodology in the Institute of Transportation Engineers Trip Generation 8th Edition, 2008.

** "Entrance, private" means an entrance that serves up to two private residences and is used for the

exclusive benefit of the occupants or an entrance that allows agricultural operations to obtain access to fields or an entrance to civil and communication infrastructure facilities that generate 10 or fewer trips per day such as cell towers, pump stations, and stormwater management basins.

"Frontage road" means a road that generally runs parallel to a highway between the highway right-of-way and the front building setback line of the abutting properties and provides access to the abutting properties for the purposes of reducing the number of entrances to the highway and separating the abutting property traffic from through traffic on the highway.

"Functional area" means the area of the physical highway feature, such as an intersection, roundabout, railroad grade crossing, or interchange, plus that portion of the highway that comprises the decision and maneuver distance and required vehicle storage length to serve that highway feature.

"Functional area of an intersection" means the physical area of an at-grade intersection plus all required storage lengths for separate turn lanes and for through traffic, including any maneuvering distance for separate turn lanes.

"Functional classification" means the federal system of classifying groups of highways according to the character of service they are intended to provide and classifications made by the commissioner based on the operational characteristics of a highway. Each highway is assigned a functional classification based on the highway's intended purpose of providing priority to through traffic movement or adjoining property access. The functional classification system groups highways into three basic categories identified as (i) arterial, with the function to provide through movement of traffic; (ii) collector, with the function of supplying a combination of through movement and access to property; and (iii) local, with the function of providing access to property and to other streets.

"Highway," "street," or "road" means a public way for purposes of vehicular travel, including the entire area within the right-of-way, that is part of the systems of state highways.

"Intersection" means (i) a crossing of two or more highways at grade, (ii) a crossover, or (iii) any at-grade connection with a highway such as a commercial entrance.

"Intersection sight distance" means the sight distance required at an intersection to allow the driver of a stopped vehicle a sufficient view of the intersecting highway to decide when to enter, or cross, the intersecting highway.

"Legal speed limit" means the speed limit set forth on signs lawfully posted on a highway or, in the absence of such signs, the speed limit established by Article 8 (§ 46.2-870 et seq.) of Chapter 8 of Title 46.2 of the Code of Virginia.

"Level of service" means a qualitative measure describing the operational conditions within a vehicular traffic stream, generally in terms of such service measures as speed, travel time, freedom to maneuver, traffic interruptions, and comfort and convenience. "Level-of-service" is defined and procedures are presented for determining the level of service in the Highway Capacity Manual, 2010 (Transportation Research Board).

"Limited access highway" means a highway especially designed for through traffic over which

abutting properties have no easement or right of light, air, or access by reason of the fact that those properties abut upon the limited access highway.

"Local streets" means the functional classification for highways that comprise all facilities that are not collectors or arterials. Local streets serve primarily to provide direct access to abutting land and to other streets. Route 871 is functionally classified as a local street.

"Median" means the portion of a divided highway that separates opposing traffic flows.

"Median opening" means a crossover or a directional opening in a nontraversable median (such as a concrete barrier or raised island) that physically restricts movements to specific turns such as left turns and U-turns.

"Minor arterials" means the functional classification for highways that interconnect with and augment the principal arterial system. Minor arterials distribute traffic to smaller geographic areas providing service between and within communities.

"Operating speed" means the speed at which drivers are observed operating their vehicles during free-flow conditions with the 85th percentile of the distribution of observed speeds being the most frequently used measure of the operating speed of a particular location or geometric feature.

"Permit" or "entrance permit" means a document that sets the conditions under which VDOT allows a connection to a highway.

"Permit applicant" means the person or persons, firm, corporation, government, or other entity that has applied for a permit.

"Permittee" means the person or persons, firm, corporation, government, or other entity that has been issued a permit.

"Preliminary subdivision plat" means a plan of development as set forth in § 15.2-2260 of the Code of Virginia.

"Principal arterials" means the functional classification for major highways intended to serve through traffic where access is carefully controlled, generally highways of regional importance, with moderate to high volumes of traffic traveling relatively long distances and at higher speeds.

"Professional engineer" means a person who is qualified to practice engineering by reason of his special knowledge and use of mathematical, physical and engineering sciences and the principles and methods of engineering analysis and design acquired by engineering education and experience, and whose competence has been attested by the Virginia Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designers and Landscape Architects through licensure as a professional engineer.

"Reverse frontage road" means a road that is located to the rear of the properties fronting a highway and provides access to the abutting properties for the purpose of reducing the number of entrances to the highway and removing the abutting property traffic from through traffic on the highway.

"Right-of-way" means that property within the systems of state highways that is open or may be opened for public travel or use or both in the Commonwealth. This definition includes those public rights-of-way in which the Commonwealth has a prescriptive easement for maintenance and public travel.

"Roundabout" means a circular intersection with yield control of all entering traffic to traffic within the circular intersection and channelized approaches and a central island that deflect entering traffic to the right.

"Shared entrance" means a single entrance serving two or more adjoining parcels.

"Sight distance" means the distance visible to the driver of a vehicle when the view is unobstructed by traffic.

"Site plan" and "subdivision plat" mean a plan of development approved in accordance with §§ 15.2-2286 and 15.2-2241 through 15.2-2245 of the Code of Virginia.

"Stopping sight distance" means the distance required by a driver of a vehicle, traveling at a given speed, to bring the vehicle to a stop after an object on the highway becomes visible, including the distance traveled during the driver's perception and reaction times and the vehicle's braking distance.

"Systems of state highways" means all highways, streets, and roads under the ownership, the control, or the jurisdiction of VDOT, including but not limited to, the primary, secondary, and interstate highways.

"Trip" means a single or one-directional vehicle movement either entering or exiting a property; a vehicle leaving the property is one trip and a vehicle returning to the property is one trip.

"Turn lane" means a separate lane for the purpose of enabling a vehicle that is entering or leaving a highway to increase or decrease its speed to a rate at which it can more safely merge or diverge with through traffic; an acceleration or deceleration lane.

"VDOT" means the Virginia Department of Transportation, its successor, the Commissioner of Highways, or his designees.

Statutory Authority

§ 33.2-245 of the Code of Virginia.

Historical Notes

Derived from Virginia Register Volume 26, Issue 1, eff. October 14, 2009; amended, Virginia Register Volume 28, Issue 4, eff. November 23, 2011; Volume 28, Issue 8, eff. December 31, 2011; Volume 28, Issue 8, eff. January 18, 2012; Volume 30, Issue 4, eff. December 5, 2013.

Virginia Administrative Code
Title 24. Transportation And Motor Vehicles
Agency 30. Department of Transportation
Chapter 92. Secondary Street Acceptance Requirements

24VAC30-92-10. Definitions.

The following words and terms when used in these regulations shall have the following meanings unless the context clearly indicates otherwise:

"Abandonment" in all its forms means the legislative action reserved for and granted to the local governing body to extinguish the public's right to a roadway under the jurisdiction of the Virginia Department of Transportation pursuant to §§ 33.2-909 and 33.2-912 of the Code of Virginia.

"Accessible route" means a public or private continuous unobstructed, stable, firm and slip-resistant path connecting all accessible elements of a facility (which may include parking access aisles, curb ramps, crosswalks at vehicular ways, walks, ramps and lifts) that can be approached, entered and used by persons with disabilities. An accessible route shall, to the maximum extent feasible, coincide with the route for the general public.

"ADT" means average daily traffic count (see "projected traffic").

"Applicable former requirements" means the 2005 Subdivision Street Requirements for developments submitted prior to July 1, 2009, and the 2009 edition of the Secondary Street Acceptance Requirements for developments submitted between July 1, 2009, and January 31, 2012, inclusive.

"Best management practice" or "BMP" means schedules of activities; prohibitions of practices, including both structural and nonstructural practices; maintenance procedures; and other management practices to prevent or reduce the pollution of surface waters and groundwater systems from the impacts of land-disturbing activities.

"Clear zone" means the total border area of a roadway including, if any, parking lanes or planting strips that is sufficiently wide for an errant vehicle to avoid a serious accident. (See the Road Design Manual, 2011 (VDOT) and its Appendix B (1) (the Subdivision Street Design Guide) for details.)

"Commissioner" means the chief executive officer of the Virginia Department of Transportation or his designee.

"Conceptual sketch" means a drawing of the proposed development showing the location of existing and proposed land uses, any existing and proposed transportation facilities, and any additional information required so that the reviewer can determine the appropriate functional classification of the proposed street or streets and verify if the connectivity standards have been met.

"Cul-de-sac" means a street with only one outlet and having an appropriate turnaround for a safe and convenient reverse traffic movement.

"Dam" means an embankment or structure intended or used to impound, retain, or store water, either as a permanent pond or as a temporary storage facility.

"Department" or "VDOT" means the Virginia Department of Transportation.

"Design speed" means a speed selected for purposes of design and correlation of those features of a street such as curvature, super elevation, and sight distance, upon which the safe operation of vehicles is dependent.

"Developer" means an individual, corporation, local government, or registered partnership engaged in the subdivision, improvement, or renovation of land.

"Discontinuance," in all its forms, means the legislative act of the Commonwealth Transportation Board, pursuant to § 33.2-908 of the Code of Virginia, that determines that a road no longer serves public convenience warranting its maintenance with funds at the disposal of the department. Route 871 is proposed for discontinuance.

"District administrator" means the department employee assigned the overall supervision of the departmental operations in one of the Commonwealth's construction districts.

"District administrator's designee" means the department employee or employees designated by the district administrator to oversee the implementation of this regulation.

"Drainage Manual" means the department's Drainage Manual, 2002.

"Dwelling unit" means a structure or part of a structure containing sleeping, kitchen, and bathroom facilities that is suitable for occupancy as a home or residence by one or more persons. Route 871 has zero dwelling units.

"Easement" means a grant of a right to use property of an owner for specific or limited purpose.

"FAR" means floor area ratio, which is the ratio of the total floor area of a building or buildings on a parcel to the land area of the parcel where the building or buildings are located.

"Functional classification" means the assigned classification of a roadway based on the roadway's intended purpose of providing priority to through traffic movement and access to adjoining property as determined by the department, based on the federal system of classifying groups of roadways according to the character of service they are intended to provide.

"Governing body" means the board of supervisors of the county, but may also mean the local governing body of a town or city, if appropriate, in the application of these requirements.

"Level of service" means a qualitative measure describing operational conditions within a vehicular traffic stream, and their perception by motorists and passengers. For the purposes of these requirements, the applicable provisions of the Highway Capacity Manual, 2010 (TRB) shall serve as the basis for determining "levels of service."

"Locally controlled grade separation structure" means a grade separation structure that does not qualify for maintenance by the department but was established within the right-of-way of a street intended for state maintenance.

"Local official" means the representative of the governing body appointed to serve as its agent in

matters relating to subdivisions and land development.

"Multiuse trail" means a facility designed and constructed for the purpose of providing bicycle and pedestrian transportation, located within a dedicated public way and is anticipated to be maintained by an entity other than the department.

"Municipal separate storm sewer system" or "MS4" means all separate storm sewers that are designated under 9VAC25-870-380 as municipal separate storm sewer systems.

"Municipal Separate Storm Sewer System Management Program" or "MS4 Program" means a management program covering the duration of a permit for a municipal separate storm sewer system that includes a comprehensive planning process that involves public participation and intergovernmental coordination, to reduce the discharge of pollutants to the maximum extent practicable, to protect water quality, and to satisfy the appropriate water quality requirements of the Clean Water Act and corresponding regulations and the Virginia Stormwater Management Act and attendant regulations, using management practices, control techniques, and system, design and engineering methods, and such other provisions that are appropriate.

"Network addition" means a group of interconnected street segments and intersections shown in a plan of development that are connected to the state highway system. Route 871 is not part of a network addition

"Parking bay" means an off-street area for parking two or more vehicles that provides access to a public street.

"Parking lane" means an area, generally seven or eight feet in width, adjacent to and parallel with the travel lane of a roadway that is used for parking vehicles.

"Pavement Design Guide" means the Pavement Design Guide for Subdivision and Secondary Roads in Virginia, 2009 (VDOT).

"Permit Regulations" means the department's Land Use Permit Regulations (24VAC30-151).

"Phased development (streets)" means the method outlined in 24VAC30-92-80 (phased development of streets) whereby the acceptance of certain streets into the secondary system of state highways may be considered before being completely developed in accordance with all applicable requirements (e.g., two lanes of a four-lane facility are considered for acceptance in advance of lanes three and four being finished).

"Plan of development" means any site plat, subdivision plan, preliminary subdivision plat, conceptual subdivision sketch, or other engineered or surveyed drawings depicting proposed development of land and street layout, including plans included with rezoning proposals.

"Plans" means the standard drawings, including profile and roadway typical section, that show the location, character, dimensions, and details for the proposed construction of the street.

"Planting strip" means a section of land between the curb face and the pedestrian accommodation or shared use path.

"Plat" means the schematic representation of the land divided or to be divided.

"Projected traffic" means the number of vehicles, normally expressed in average daily traffic

(ADT), forecast to travel over the segment of the street involved.

"Public street" means a street dedicated to public use and available to the public's unrestricted use without regard to the jurisdictional authority responsible for its operation and maintenance.

"Requirements" means the design, construction, public benefit, and related administrative considerations herein prescribed for the acceptance of a street for maintenance by the department as part of the secondary system of state highways.

"Right-of-way" means the land, property, or interest therein, usually in a strip, acquired for or devoted to a public street designated to become part of the secondary system of state highways.

"Roadway" means the portion of the road or street within the limits of construction and all structures, ditches, channels, etc., necessary for the correct drainage thereof.

"Secondary system of state highways" means those public roads, streets, bridges, etc., established by a local governing body pursuant to § 33.2-705 of the Code of Virginia and subsequently accepted by the department for supervision and maintenance under the provisions of Article 3 (§ 33.2-324 et seq.) of Chapter 3 and Article 2 (§ 33.2-908 et seq.) of Chapter 9 of Title 33.2 of the Code of Virginia.

"Shared use path" means a facility that is designed and constructed according to the Road Design Manual, 2011 (VDOT), for the purpose of providing bicycle and pedestrian transportation.

"Specifications" means the department's Road and Bridge Specifications, 2007, revised 2011, including related supplemental specifications and special provisions.

"Standards" means the applicable drawings and related criteria contained in the department's Road and Bridge Standards, 2008, revised 2011.

"Storm sewer system" means a conveyance or system of conveyances and its appurtenances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains.

"Street" means any roadway that is created as part of a plan of development, other subdivision of land, or is constructed by or at the direction of the local governing body and is a public way for purposes of vehicular traffic, including the entire area within the right-of-way.

** (next page) "Stub out" means a transportation facility (i) whose right-of-way terminates at a parcel abutting the development, (ii) that consists of a short segment that is intended to serve current and future development by providing continuity and connectivity of the public street network, (iii) that based on the spacing between the stub out and other streets or stub outs, and the current terrain there is a reasonable expectation that connection with a future street is possible, and (iv) that is constructed to the property line.

"Subdivision" means the division of a lot, tract, or parcel into two or more lots, plats, sites, or other divisions of land for the purpose, whether immediate or future, of sale or of building development. Any resubdivision of a previously subdivided tract or parcel of land shall also be interpreted as a "subdivision." The division of a lot or parcel permitted by § 15.2-2244 of the Code of Virginia will not be considered a "subdivision" under this definition, provided no new road or

street is thereby established. However, any further division of such parcels shall be considered a "subdivision."

"Subdivision Street Design Guide" means Appendix B (1) of the Road Design Manual, 2011 (VDOT).

"Swale" means a broad depression within which stormwater may drain during inclement weather, but that does not have a defined bed or banks.

"Total maximum daily load" or "TMDL" is a water quality term that means the sum of the individual wasteload allocations for point sources, load allocations (LAs) for nonpoint sources, natural background loading and a margin of safety. TMDLs can be expressed in terms of either mass per time, toxicity, or other appropriate measure. The TMDL process provides for point versus nonpoint source trade-offs.

"Traveled way" means the portion of the secondary street designated for the movement of vehicles, exclusive of shoulders, parking areas, turn lanes, etc.

"Tree well" means an opening on a sidewalk, generally abutting the curb, where a tree may be planted.

"VPD" means vehicles per day. **Route 871 has 10 VPD per VDOT's 2021 traffic data.**

"VPH" means vehicles per hour.

"Wasteload allocation" or "wasteload" or "WLA" means the portion of a receiving surface water's loading or assimilative capacity allocated to one of its existing or future point sources of pollution. WLAs are a type of water quality-based effluent limitation.

"Watercourse" means a defined channel with bed and banks within which water flows, either continuously or periodically.

Statutory Authority

§§ 33.2-210 and 33.2-334 of the Code of Virginia.

Historical Notes

Derived from Virginia Register Volume 25, Issue 15, eff. March 9, 2009; amended, Virginia Register Volume 27, Issue 16, eff. May 11, 2011; Volume 28, Issue 8, eff. December 31, 2011; Errata, 28:10 VA.R. 939 January 16, 2012; amended, Virginia Register Volume 31, Issue 7, eff. December 31, 2014.

**** (see previous page)**

i.) Rte 871 does not terminate at a parcel abutting the development. It dead ends within property owned by the Nature Conservancy, nor is it related to any type of development.
ii.) Unless the Nature Conservancy intends to develop their property and create new streets (which would seem contrary to their stated purpose), Route 871 will not serve any future development.
iii.) Route 871 is not a stub out street, & there are no other stub out street connections that would provide reasonable assurance of the street being extended.

Code of Virginia
Title 57. Religious and Charitable Matters; Cemeteries
Chapter 3. Cemeteries
Article 1. General Provisions

§ 57-27.1. Access to cemeteries located on private property; cause of action for injunctive relief; applicability

A. Owners of private property on which a cemetery or graves are located shall have a duty to allow ingress and egress to the cemetery or graves by (i) family members and descendants of deceased persons buried there; (ii) any cemetery plot owner; and (iii) any person engaging in genealogy research, who has given reasonable notice to the owner of record or to the occupant of the property or both. No landowner shall erect a wall, fence or other structure or device that prevents ingress and egress to the cemetery or grave, unless the wall, fence or other structure or device has a gate or other means by which ingress and egress can be accomplished by persons specified in this subsection. The landowner may designate the frequency of access, hours and duration of the access and the access route if no traditional access route is obviously visible by a view of the property. The landowner, in the absence of gross negligence or willful misconduct, shall be immune from liability in any civil suit, claim, action, or cause of action arising out of the access granted pursuant to this section.

B. The right of ingress and egress granted to persons specified in subsection A shall be reasonable and limited to the purposes of visiting graves, maintaining the gravesite or cemetery, or conducting genealogy research. The right of ingress and egress shall not be construed to provide a right to operate motor vehicles on the property for the purpose of accessing a cemetery or gravesite unless there is a road or adequate right-of-way that permits access by a motor vehicle and the owner has given written permission to use the road or right-of-way of necessity.

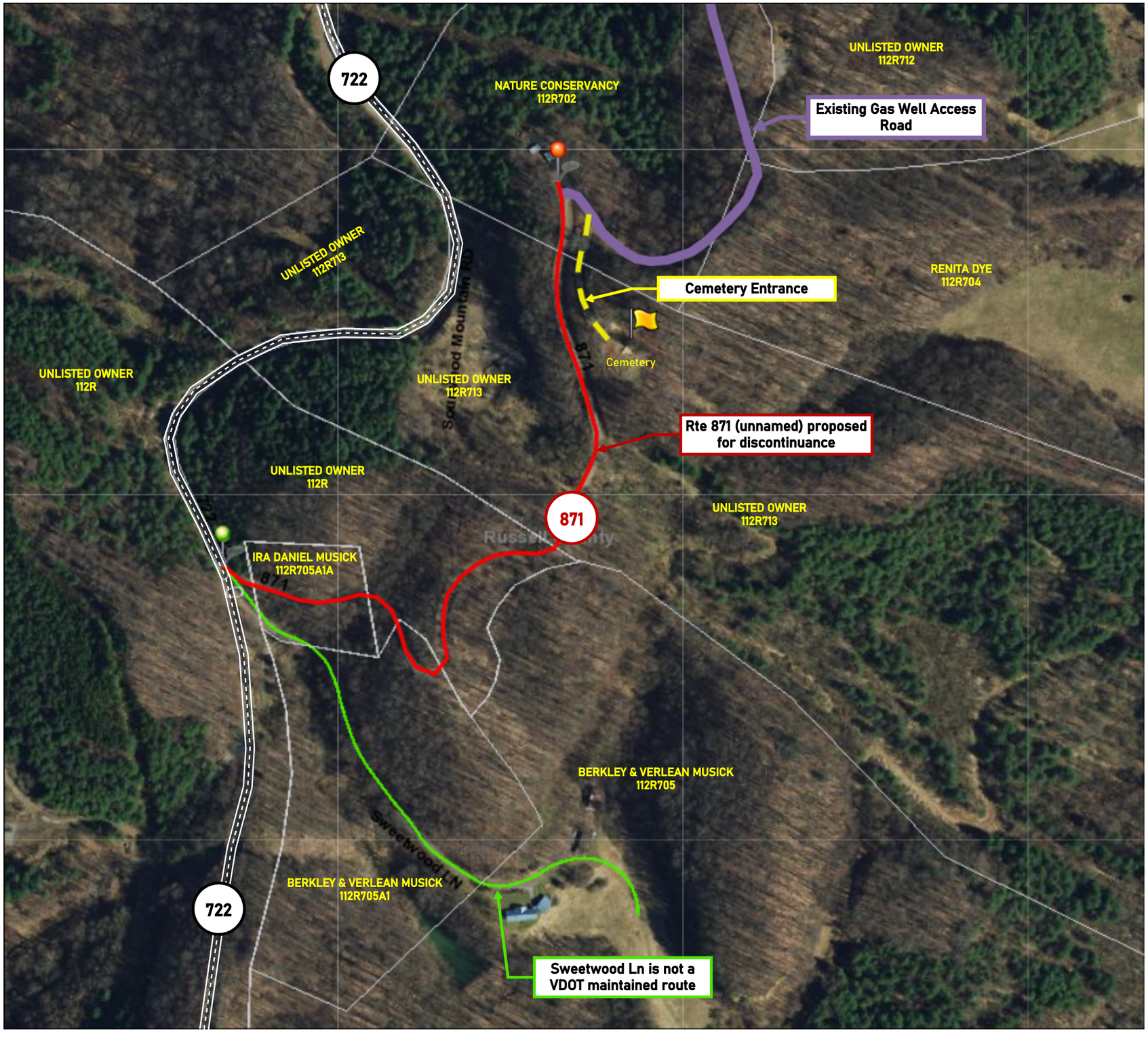
C. Any person entering onto private property to access a gravesite or cemetery shall be responsible for conducting himself in a manner that does not damage the private lands, the cemetery or gravesites and shall be liable to the owner of the property for any damage caused as a result of his access.

D. Any person denied reasonable access under the provisions of this section may bring an action in the circuit court where the property is located to enjoin the owner of the property from denying the person reasonable ingress and egress to the cemetery or gravesite. In granting such relief, the court may (i) set the frequency of access, hours and duration of the access and (ii) award reasonable attorney fees and costs to the person denied such access.

E. The provisions of this section shall not apply to any deed or other written instrument that creates or reserves a cemetery or gravesite on private property.

1993, c. 713; 2004, c. 831;2008, c. 390;2011, c. 257.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.



ROUTE 722, SOURWOOD MTN. RD.

RTE 871, UNNAMED STREET

EXISTING GAS WELL RD (PVT)

EXISTING CEMETERY ENTRANCE

SWEETWOOD LN.

NOTES:

1. ALL AFFECTED PROPERTIES WILL HAVE CONTINUED ACCESS FROM EITHER ROUTE 722 OR SWEETWOOD LN. (PRIVATE STREET) & WILL ALSO HAVE ACCESS VIA THE DISCONTINUED ROADWAY.

2. PARCEL 112R705A1A HAS A DEEDED ACCESS EASEMENT ACROSS PARCEL 112R705A1 THAT CONNECTS IT TO ROUTE 722 VIA SWEETWOOD LN.

3. SWEETWOOD LN IS A PRIVATE STREET AND WOULD NOT BE AFFECTED BY THE DISCONTINUANCE OF ROUTE 871.

ROUTE 871 DISCONTINUANCE
RUSSELL COUNTY 083
From Rte 722 to End State Maintenance
Length = 0.39 mile

Combs-Hess
FUNERAL SERVICE

Mailing: P.O. Box 1115 Physical: 291 Hwy 71 Lebanon, VA 24266 Tele: **276-889-4444**

Website: **www.chfunerals.com** Email: **1972@chfunerals.com** Fax: **276-889-4445**

October 31, 2022

To Whom It May Concern:

We are writing to express concerns about the possible discontinuance of Route 871 from the Secondary System of State Highways. There are two family cemeteries that we, along with other area funeral homes, require access to year round to hold funeral services. If the roads are not maintained, it will cause problems for the families and the funeral homes to access the cemeteries, especially in the winter months. We ask that you take into consideration the families that need access to the cemeteries and the funeral homes that need access to the cemeteries.

Best regards,

James A. Combs, II

Honaker
FUNERAL HOME

4686 Redbud Highway
P.O. Box 1620
Honaker, VA 24260
(276) 873-6446 phone
(276) 873-5203 fax

To Whom It May Concern:

I am writing in regards to the proposed roadway discontinuance of Route 871. I ask that you reconsider the issue of no longer maintaining this roadway for lack of public use. Access to the Musick Cemetery is dependent upon this road being maintained.

Regards,

Kim Harris

To: VA Dept. of Transportation
Lebanon Residency

VDOT,

Per the letter dated October 24, 2022 in regards to discontinuance of Route 871, as an abutting landowner, I am hereby requesting a public hearing to discuss the proposed discontinuance as I and my family use the road for access to a family cemetery.

Sincerely,

Irene Sproles 276-254-2413 P.O Box 280 Castlewood, VA
Alice Musick
Mr and Mrs Eugene A. McGlothlin 2049 Gravel Lick Castlewood VA 24224
Kimberly and Jimmy Little Jr 115 Gose St St. Paul VA 24283
~~Elizabeth~~ Ray, 57 Gose St St. Paul, VA 24283
Christine M. Cunningham 77 Gose St. St. Paul, VA 24283
Don A Wilson 120 E 27th St South BSG 24219
Linda Barton 276-210-3679 7 Midway St. Lebanon VA 24266
Shirley Risner Sykes
Barbara Sykes
Irene K. Musick
Mr. & Mrs. Odell Musick
Lisa Bondy 11835 Curtis Lane, Dade City FL 33525
Kenneth Bondy
Shirley Brown

Russell County Virginia

"The Heart of Southwest Virginia"

Tim Lovelace **District 1**		**Steve Breeding** **District 5**
Carl Rhea **District 3**	**Lou Ann Wallace, Chairperson** **District 2**	**Rebecca Dye** **District 6**
David Eaton **District 4**	**Oris Christian, Vice-Chairman** **At-Large**	**Lonzo Lester** **County Administrator**

PUBLIC NOTICE

NOTICE OF PROPOSED ROAD ABANDONMENT
ROUTE T-1211: TURKEY KNOB

Pursuant to §33.2-909 Code of Virginia, the Russell County Board of Supervisors will consider abandonment of Route T-1211, Turkey Knob, in the town of Cleveland from Route 82 to 0.50 mile west of Route 82, a distance of 0.50 mile. This matter is being consider by the Board of Supervisors at the request of the Virginia Department of Transportation because the route does not provide sufficient public service to warrant maintenance at public expense. Any abutting landowner may request a public hearing be held on the matter by submitting a written request to the Board of Supervisors on or before April 21, 2023 for consideration at the Board of Supervisors Meeting on May 1, 2023.

Additional materials related to the proposed abandonment may be obtained by contacting the Russell County Administrator's office on or before April 14, 2023.

Russell County Board of Supervisors
137 Highland Drive
Lebanon, VA 24266
276-889-8000

The Board of Supervisors of Russell County, in regular meeting on the 1st day of May 2023, adopted the following:

RESOLUTION TO ABANDON ROUTE T-1211 FROM
THE SECONDARY SYSTEM OF STATE HIGHWAYS

WHEREAS, a public notice was posted as prescribed under §33.2-909, Code of Virginia, announcing a public hearing to receive comments concerning abandoning the section of road described on the project sketch and VDOT Form AM4.3, attached and incorporated herein as a part of this resolution, from the secondary system of state highways, and

WHEREAS, the Commissioner of the Virginia Department of Transportation was provided the prescribed notice of this Board's intent to abandon the subject section of road, and

WHEREAS, after considering all evidence available, this Board is satisfied that no public necessity exists for the continuance of the section of Secondary Route T-1211 (Turkey Knob Rd) from Route 82 to 0.50 mile west of Route 82, a distance of 0.50 mile, and hereby deems that section of road is no longer necessary as a part of the Secondary System of State Highways, and

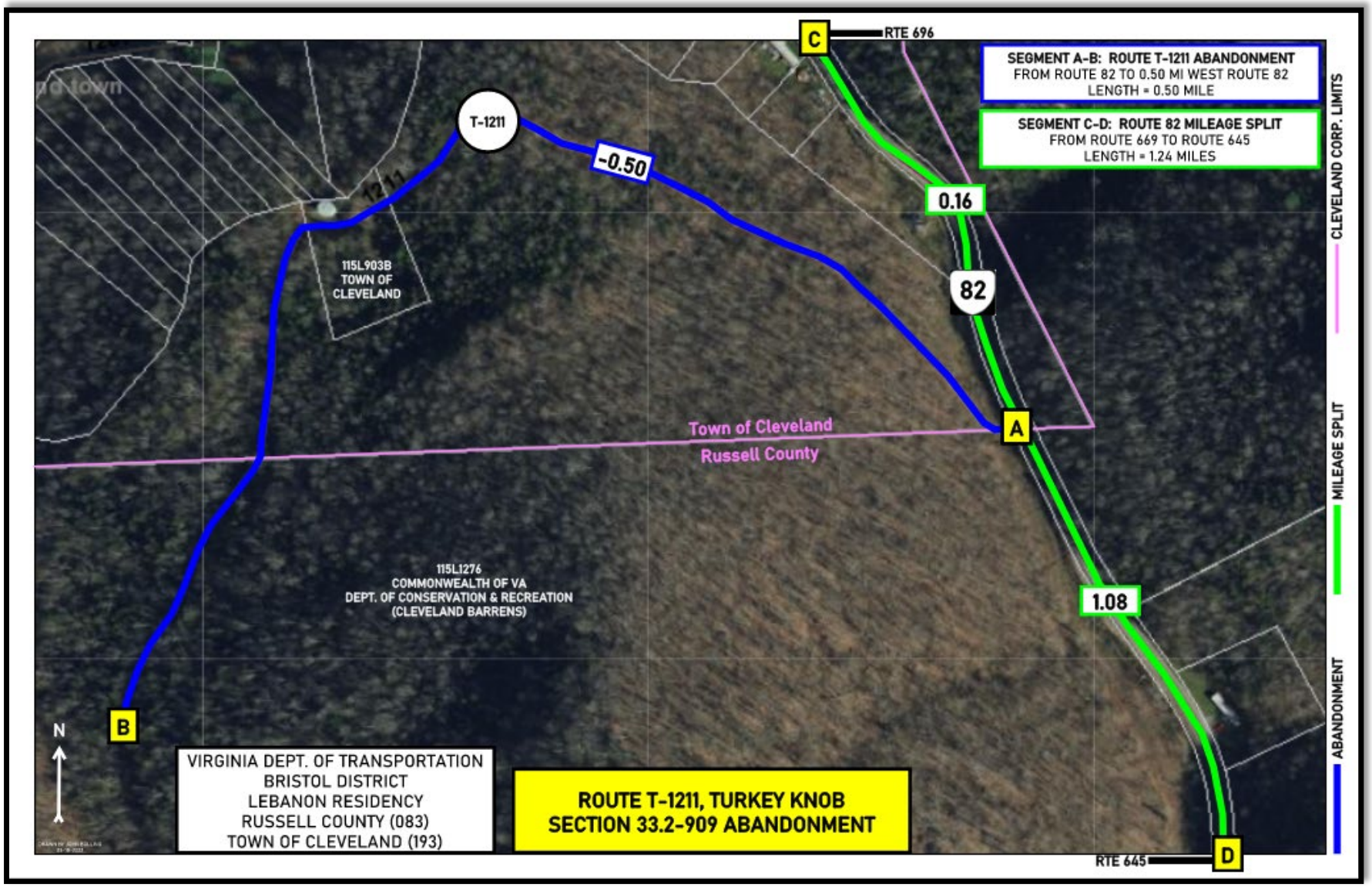
NOW, THEREFORE, BE IT RESOLVED, this Board abandons the above described section of Route T-1211 and removes it from the secondary system of state highways, pursuant to §33.2-909, Code of Virginia; and

BE IT FINALLY RESOLVED, a certified copy of this resolution be forwarded to the Resident Administrator of the Virginia Department of Transportation.

Recorded Vote
Moved By: _____
Seconded By: _____
Yeas: _____
Nays: _____

A Copy Teste:

_____
(Name), (Title)


C
RTE 696
SEGMENT A-B: ROUTE T-1211 ABANDONMENT
FROM ROUTE 82 TO 0.50 MI WEST ROUTE 82
LENGTH = 0.50 MILE
SEGMENT C-D: ROUTE 82 MILEAGE SPLIT
FROM ROUTE 669 TO ROUTE 645
LENGTH = 1.24 MILES
T-1211
-0.50
0.16
82
115L903B
TOWN OF
CLEVELAND
Town of Cleveland
Russell County
A
115L1276
COMMONWEALTH OF VA
DEPT. OF CONSERVATION & RECREATION
(CLEVELAND BARRENS)
1.08
B
N
VIRGINIA DEPT. OF TRANSPORTATION
BRISTOL DISTRICT
LEBANON RESIDENCY
RUSSELL COUNTY (083)
TOWN OF CLEVELAND (193)
ROUTE T-1211, TURKEY KNOB
SECTION 33.2-909 ABANDONMENT
RTE 645
D
CLEVELAND CORP. LIMITS
MILEAGE SPLIT
ABANDONMENT

Form AM 4.3
(Rev 04/05/2023)

ICR ID: 38313274
NONE

COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION
Form AM 4.3

In Russell County

by Resolution of the governing body adopted 5/1/2023

The following VDOT Form AM-4.3 is hereby attached and incorporated as part of the governing body's resolution for changes to the secondary system of state highways.

A Copy Testee Signed (County Official):_____

Report of Changes in the Secondary System of State Highways

Project/Subdivision: **T-1211 ABANDONMENT**

CHANGE TYPE	RTE NUMBER & STREET NAME	CHANGE DESCRIPTION	FROM TERMINI	TO TERMINI	LENGTH	NUMBER OF LANES	RECORDATION REFERENCE	ROW WIDTH
Length Correction	Rt. 82 - CLEVELAND RD	Data Adjustment, Project by VDOT §33.2-326	RTE 696 [C]	RTE 645 [D]	1.24			0
Abandonment	Rt. 1211 - TURKEY KNOB	Non-Project §33.2-909	RTE 82 [A]	0.50 MI W RTE 82 [B]	0.5			0

COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
2111 BONHAM ROAD
BRISTOL, VIRGINIA 24201-2002

Stephen C. Brich, P. E.
COMMISSIONER

CERTIFIED MAIL
ARTICLE NUMBER: 7019 0160 0000 1287 4420

Date: January 27, 2023

Russell County Board of Supervisors
137 Highland Dr
Lebanon, VA 24266

Members of the Board:

Pursuant to §33.2-902 Code of Virginia, the Virginia Department of Transportation will consider abandonment of portions of old Route 19 and old Route 58 in the Hansonville area. This action is being considered upon request by the adjoining property owner for purposes of surplus right of way conveyance. Materials related to the proposed abandonment are available for review at the Lebanon Residency office.

Notice of the proposed abandonment will appear in the February 1, 2023 & February 8, 2023 editions of the Lebanon News. The county and/or any affected landowner in the county may request VDOT hold a public hearing on the matter by submitting a written request for a public hearing on or before March 3, 2023.

If the Board has no objection to the abandonment, please provide either a resolution from the Board or letter of support from the county administrator

For additional information, please contact the Lebanon Residency at:
VDOT Lebanon Residency
P.O. Box 127 (1067 Fincastle Rd)
Lebanon, VA 24266
276-889-7601
john.bolling@vdot.virginia.gov

RECEIVED
JAN 30 2022
BY:

The Board of Supervisors of Russell County, in regular meeting on the 1st day of May 2023, adopted the following:

RESOLUTION OF SUPPORT FOR ABANDONMENT OF DISCONTINUED ROUTE 19 RIGHT OF WAY, HANSONVILLE

WHEREAS, the Virginia Department of Transportation has notified the Russell County Board of Supervisors of its intent to abandon a previously discontinued section of old Route 19 from 0.05 mile west of the old Route 19/old Route 58 intersection to 0.18 mile east of the old Route 19/old Route 58 intersection, a distance of 0.23 mile; and, and a previously discontinued section of old Route 58 from Route 614 to the old Route 19/old Route 58 intersection, a distance of 0.03 mile; and

WHEREAS, the abandonment sketch, attached and incorporated herein as a part of this resolution, defines the adjustments required in the primary system of state highways as a result of the abandonment of said sections of old Route 19 and old Route 58, and

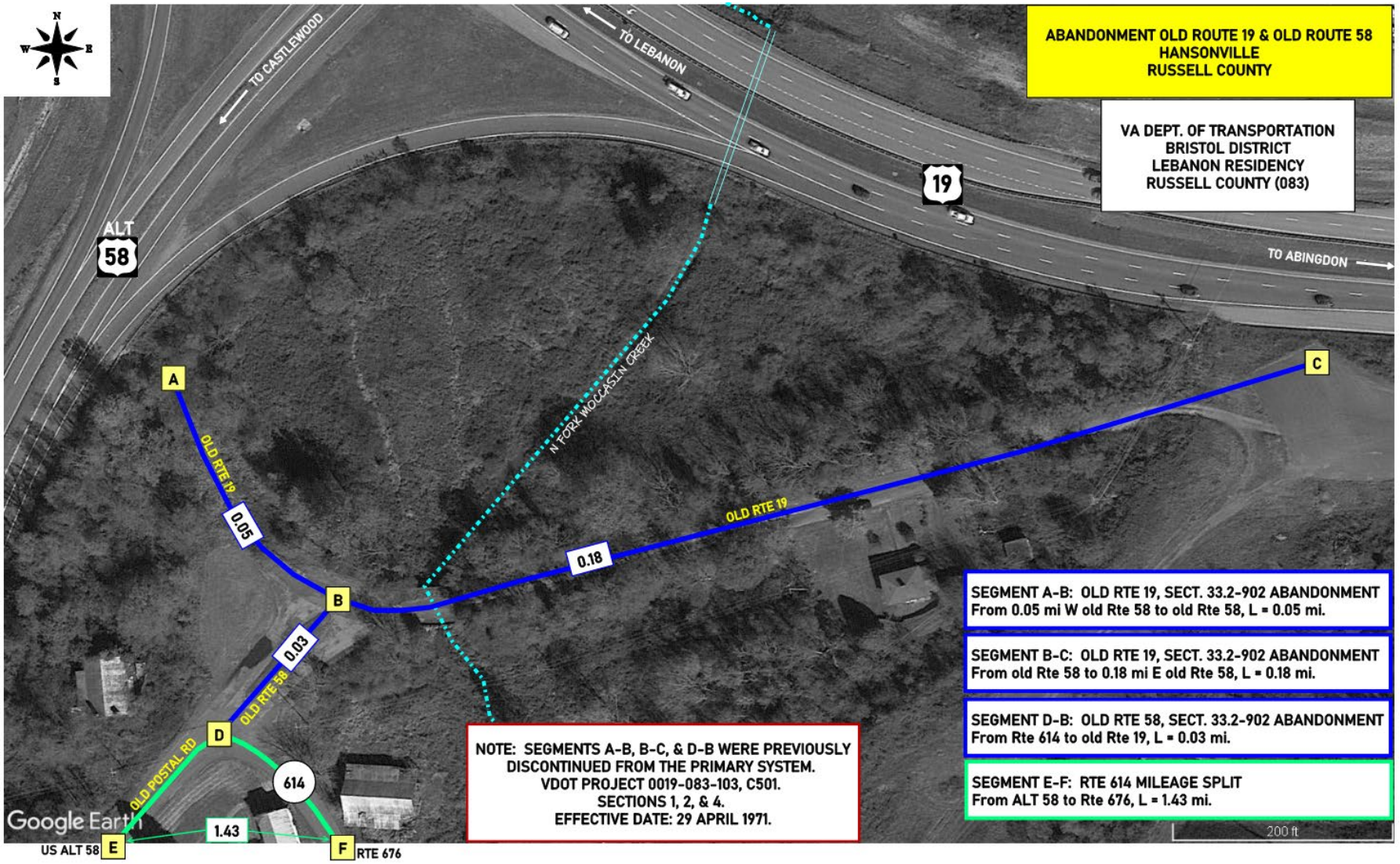
NOW, THEREFORE, BE IT RESOLVED, this Board hereby concurs with and supports the Commonwealth Transportation Board's changes to the primary system of state highways as described herein and identified on the attached abandonment sketch, pursuant to §33.2-902 of the Code of Virginia, and

BE IT FINALLY RESOLVED, this Board orders that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

Recorded Vote
Moved By: _____
Seconded By: _____
Yeas: _____
Nays: _____

A Copy Teste:

_____
(Name), (Title)


ABANDONMENT OLD ROUTE 19 & OLD ROUTE 58
HANSONVILLE
RUSSELL COUNTY
VA DEPT. OF TRANSPORTATION
BRISTOL DISTRICT
LEBANON RESIDENCY
RUSSELL COUNTY (083)
TO CASTLEWOOD
TO LEBANON
TO ABINGDON
ALT 58
19
A
B
C
D
E
F
OLD RTE 19
0.05
0.18
OLD RTE 19
N FORK MOCCASIN CREEK
0.03
OLD RTE 58
OLD POSTAL RD
614
1.43
US ALT 58
RTE 676
Google Earth
200 ft
NOTE: SEGMENTS A-B, B-C, & D-B WERE PREVIOUSLY DISCONTINUED FROM THE PRIMARY SYSTEM.
VDOT PROJECT 0019-083-103, C501.
SECTIONS 1, 2, & 4.
EFFECTIVE DATE: 29 APRIL 1971.
SEGMENT A-B: OLD RTE 19, SECT. 33.2-902 ABANDONMENT
From 0.05 mi W old Rte 58 to old Rte 58, L = 0.05 mi.
SEGMENT B-C: OLD RTE 19, SECT. 33.2-902 ABANDONMENT
From old Rte 58 to 0.18 mi E old Rte 58, L = 0.18 mi.
SEGMENT D-B: OLD RTE 58, SECT. 33.2-902 ABANDONMENT
From Rte 614 to old Rte 19, L = 0.03 mi.
SEGMENT E-F: RTE 614 MILEAGE SPLIT
From ALT 58 to Rte 676, L = 1.43 mi.

Presentations

1. **Dan Glass & Ronald Passmore (Director - Regulation & Compliance Enforcement Division Office of Emergency Medical Services) - Dante Rescue Squad's Request for Organizational Exemption**

Staff Recommendation:

Presentation – Informational Only.

Suggested Motion:

Board Discretion.

ATTACHMENTS:

- Various

Russell County Virginia

"The Heart of Southwest Virginia"

Tim Lovelace District 1		Steve Breeding District 5
Carl Rhea District 3	Lou Ann Wallace, Chairperson District 2	Rebecca Dye District 6
David Eaton District 4	Oris Christian, Vice-Chairman At-Large	Lonzo Lester County Administrator

RESOLUTION IN SUPPORT OF THE BOARD OF DIRECTORS DANTE RESCUE SQUAD

WHEREAS, **the Russell County Board of Supervisors supports the Board of Directors Dante Rescue Squad's request for an organizational operational exemption to lower the age of the Junior Squad Membership to thirteen years of age. The current regulation 12VAC5-31-900 from the Office of Emergency Medical Services is sixteen years of age; and .**

WHEREAS, **the Dante Rescue Squad has an interest in becoming a rescue squad that includes the County's younger generation. With the Dante Rescue Squad becoming an aging group of volunteers, this would enhance their opportunities to recruit younger personnel into the squad to serve our community; and**

WHEREAS, **this group of volunteers, 13 years of age, but less than sixteen years of age, would be labeled as an Associate Junior Squad member. These volunteer members would have to submit an application. Upon approval, a meeting would be held with the parent(s) and a volunteer plan would be designed. Each of these volunteer members would be allowed to do only tasks in the designed plan. This plan would be based on training and experience and may include actively participating in rescue squad calls. If the parent(s) are squad members, the child would be under their supervision. If the parent(s) are not**

squad members, they would choose one of the current senior squad members to mentor their child and supervise them while on the squad premises or in a squad vehicle; and

***NOW THEREFORE*, the Russell County Board of Supervisors strongly supports the Board of Directors Dante Rescue Squad's request for an organizational operational exemption for the purpose of increasing volunteer members for the Junior Squad Membership by lowering the age requirements to thirteen years of age while creating opportunities for members to serve the Dante community.**

RESOLVED this 3rd day of April 2023, by the following vote:

Recorded Vote:

Moved by: _____

Seconded by: _____

Yeas: _____
Nays: _____

_____
Lou Ann Wallace, Chairperson
Russell County, Virginia

Dante Rescue Squad, Inc.

P.O. Box 668 • Dante, Virginia 24237

BOARD OF DIRECTORS APPROVAL

AUGUST,2022

The following is a request for approval by the Board of Directors of Dante Rescue Squad to lower the age of Junior Squad Membership to thirteen years of age. The current regulation from the Office of Emergency Medical Services is sixteen years of age.

Reason: We are seeing an interest in being a squad member by the younger generation. Our squad is an aging group of volunteers. This would be an opportunity to draw some younger personnel into the squad.

Proposal: This group of individuals, 13 years of age, but less than sixteen years of age, would be labeled as an Associate Junior Squad member. These individuals would have to submit an application. Upon approval, a meeting would be held with the parent(s) and a plan would be designed for this particular individual. Each of these members would be allowed to do only the things in the designed plan. This plan may include, actually participating in squad calls. If the parent(s) are squad members, the child would be under their supervision. If the parent(s) are not squad members, they would choose one of the current senior squad members to mentor their child and supervise them while on the squad premises or in a squad vehicle.

Signatures of Board of Director members appear below.

DAVID GLASS
Printed Signature

David Glass
Written Signature **Date** 10-17-2022

BRANDON HELBERT
Printed Signature

Brandon Helbert
Written Signature **Date** 10/21/22

Carla Glass
Printed Signature

Carla Glass
Written Signature **Date** 10/22/22

Printed Signature

Written Signature **Date**

JUSTIFICATION FOR REQUESTING AN EXEMPTION FROM 12V AC5-31-900

Reason: We would like to lower the minimum age to thirteen for EMS participation We are seeing an interest in being a squad member by the younger generation. Our squad is an aging group of volunteers. This would be an excellent opportunity to draw some younger personnel into the squad

Proposal: This group of individuals, 13 years of age, but less than sixteen years of age, would be labeled as an Associate Junior Squad member. These individuals would have to submit an application. Upon approval, a meeting would be held with the parent(s) and the applicant. A plan would be designed for this particular applicant. Each of these members would be allowed to do only the things in the designed plan. This plan may include, actually participating in squad calls. If the parent(s) are squad members, the child would be under their supervision. If the parent(s) are not squad members, they would choose one of the current senior squad members to mentor their child and supervise them while on the squad premises or in a squad vehicle.

Parents and Junior squad applicants would be made aware of the dangers and the mental aspects involved with being part of the emergency medical services. Every precaution would be taken to avoid being exposed to potentially infectious bodily fluids, droplets, and airborne particles. Strict standards will be implemented, such as all junior members will wear, at a minimum, gloves and mask on each call. Adjustments will be made depending on the severity of the call to include. N95 mask, face shields and coveralls. Each person would be encouraged to get immunizations suggested by the Center of Disease Control (CDC). Each of these members would be allowed to do only the things in the designed plan.

Dante Rescue Squad, Inc.

P.O. Box 668 • Dante, Virginia 24237

April 4, 2023

Dear Board of Supervisors Members:

The purpose of this letter is to provide you with additional information about our discussion last evening. We are requesting that the Office of Emergency Medical Services grant us permission to allow teenagers, under the age of sixteen, to ride on the ambulance as a helper. In the past Junior Squad members were there to assist with the upkeep of the vehicles and buildings. They were also used in fundraisers. A long the way they may have gotten some training.

In the early years of our agency, our Junior Squad was very successful. At that time, you could join the squad at fifteen years of age. We had several that were younger than that. We had a young man become an EMT well before he turned fifteen. To this date he is still involved in EMS. He is an instructor at Vanderbilt University. We had another young man that started when he was fifteen. You may know him. Dr. Paul Phillips joined the squad and rapidly began to climb the training ladder. He became a Paramedic and then latter became a doctor. He still runs calls with our agency. EMS has and still plays a big role in his life. This may not have ever happened if he had not joined the Junior Squad. A female also joined when she was fifteen, but was around the squad long before that. She became an Advanced Life Support provider and a Registered Nurse. Another young man became a lawyer in New York. All these people are over fifty years old now and still have an interest in helping.

In this day and time, it is hard to find any youngster that wants to do anything in EMS. We are lucky to have some that have expressed an interest. We want to take advantage of this. Our concern is that if they are not allowed to play an active role now, how long will they be around. Three years is an eternity to a teenager.

Mr. Passmore used the term "liability". The liability would not be much more than you have with any of us. I have already checked with our insurance and the Junior Squad members are covered by our policy.

You, the Board of Supervisors, passed a resolution of support back on October 11, 2022 for the above mentioned change. It was sent back to you

for some changes, like changing the word variance to exemption. The resolution and the changes are attached.

I have also attached some other items that may help.

I never dreamed that this would turn into this big of a deal. Sometimes, the people from the highly populated areas don't understand the challenges that a volunteer squad like ours has. Please give your support to this endeavor.

Sincerely,

Daniel Glass

Daniel Glass
Captain

April 02, 2023

Dear Mr. Ron Passmore;

On behalf of Dante Rescue Squad, I've been asked to write a letter of support for their age-related request. I have discussed perceived challenges with their request and risks/concerns involved with an age-reduction request. Such risks could include, but not be limited to, psychological/emotional stress/trauma, physical injury, infectious disease exposures, and much more. I think that the agency has been working on addressing many of those concerns (to maximize provider protections). Benefits would potentially increase volunteer interest and provide ancillary assistance to the existing dwindling volunteer membership.

I understand the Virginia Office of EMS issues at-hand with this request. I also understand the agency's perspective on their age-related request. This rural volunteer agency has had some successes in the past with their junior squad. As a former junior member, way back in the day now, I was able to start at age 15. This instilled my interest to become an EMT, paramedic, RN and later, physician. One of my relatives took initiative at an earlier age, also becoming an EMT, an advanced provider and a RN. Yet another junior member, also starting on or before 15, progressed from EMT to paramedic; currently working at Vanderbilt University. Another junior member who became an EMT, successfully completed law school.

If there is anything specific, I can do to help in this matter, please let me know.

Sincerely,

Paul A. Phillips

CHESTERFIELD INSURERS
Fire and Rescue Agency

INSURANCE SPECIALIST SERVING EMERGENCY ORGANIZATIONS THROUGHOUT VA AND NC

January 26, 2023

Dante Rescue Services

RE: Hartford policy #14-VP-905205

The Hartford policy covers Juniors (Class 2). They have an Accidental death benefit of $10,000 and Accident Medical Benefit – same as Class 1 (Volunteers).

Let me know if you have any questions or need to set up a meeting. Thank you.

Best Regards,

Jennifer Martineau
Accident & Health Coordinator

Richmond Office
3535 Ironbridge Road
Richmond, VA 23234

1-800-556-0123
Office: 804-271-9426
Fax: 804-271-9108
www.chesterfieldinsurers.com

Mailing Address
P.O. Box 34220
Richmond, VA 23234

Virginia Administrative Code
Title 12. Health
Agency 5. Department of Health
Chapter 31. Virginia Emergency Medical Services Regulations

Part II. EMS Agency, EMS Vehicle and EMS Personnel Standards

Article 5. EMS Personnel Requirements and Standard of Conduct

12VAC5-31-900. General requirements.

EMS personnel shall meet and maintain compliance with the following general requirements:

1. Be a minimum of 16 years of age. (An EMS agency may have associated personnel who are less than 16 years of age. This person is not allowed to participate in any EMS response or other activity that may involve exposure to a communicable disease, hazardous chemical or other risk of serious injury.)

2. Be clean and neat in appearance;

3. Be proficient in reading, writing and speaking the English language in order to clearly communicate with a patient, family or bystander to determine a chief complaint, nature of illness, mechanism of injury and/or assess signs and symptoms.

4. Have no physical or mental impairment that would render him unable to perform all practical skills required for that level of training. Physical and mental performance skills include the ability of the individual to function and communicate independently to perform appropriate patient care, physical assessments and treatments without the need for an assistant.

5. Provide to the Office of EMS within 15 days, any change in contact information to include mailing address, electronic notification such as email, or telephone number.

Statutory Authority
§§ 32.1-12 and 32.1-111.4 of the Code of Virginia.

Historical Notes
Derived from Virginia Register Volume 19, Issue 3, eff. January 15, 2003; amended, Virginia Register Volume 29, Issue 1, eff. October 10, 2012.

Approval of Minutes

Request approval of the minutes from the following meeting:

- **Unapproved minutes of April 3, 2023**
- **Unapproved minutes of April 11, 2023**

STAFF RECOMMENDATION(s):

Board discretion

SUGGESTED MOTION(s):

Motion to approve Board Minutes.

ATTACHMENTS:

- Board Minutes

April 03, 2023

A regular monthly meeting of the Russell County Board of Supervisors was held on Monday, April 03, 2023 at 4:00 pm beginning with a budget workshop, followed by Executive (closed) Session at 5:00 pm and the regular meeting at 6:00 pm at the Russell County Government Center in Lebanon, Virginia.

The Clerk called the meeting to order.

Roll Call by the Clerk:

Present:

Lou Wallace
Carl Rhea
David Eaton
Steve Breeding
Rebecca Dye
Oris Christian

Lonzo Lester, Clerk
Vicki Porter, Deputy Clerk

Absent:

Tim Lovelace

The County Administrator recommended that the Board go ahead and set the tax rates for the upcoming year, he also discussed the solid waste contract and the possible budget implications if those costs continue to rise. He also noted that the employees would receive a 7% pay increase with a balanced budget.

The budget meeting ended at 4:20 pm.

Katie Patton, County Attorney called the meeting to order.

Roll Call by the County Attorney:

Present:
Tim Lovelace
Lou Wallace
Carl Rhea
David Eaton
Steve Breeding
Rebecca Dye
Oris Christian

Katie Patton, County Attorney
Vicki Porter, Deputy Clerk

Absent:

Lonzo Lester, Clerk of the Board

EXECUTIVE SESSION

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to enter into Executive (closed) Session to discuss legal matters pursuant to Section 2.2-371(A)(5)(7)(8) – Legal Discussions concerning the proposed Economic Development Project - Moss III.
.
The vote was:
Aye: Steve Breeding, David Eaton, Carl Rhea, Oris Christian, Tim Lovelace, Rebecca Dye and Lou Wallace
Nay: None

APPROVAL TO RETURN TO REGULAR SESSION

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to return to regular session.

The vote was:
Aye: Steve Breeding, David Eaton, Carl Rhea, Oris Christian, Rebecca Dye, Tim Lovelace and Lou Wallace
Nay: None

CERTIFICATION OF CLOSED SESSION

Pursuant to § 2.2-3712(D) of the Code of Virginia 1950, as amended each member of the Board of Supervisors upon the Roll Call certifies that to the best of their knowledge (I) only public business matters lawfully exempted from the open meeting requirements under the Virginia Freedom of

Information Act and (ii) only such public business matters that were identified in the motion(s) by which the closed meeting was convened were heard, discussed, or considered in the meeting by the Board of Supervisors.

Any member of the Board of Supervisors who believes that there was a departure from the requirements of clauses (I) and (ii) above shall so state prior to the vote, indicating the substance of the departure that, in his or her judgment, has taken place.

Are there any who believe a departure has taken place? Seeing none, if you agree that the matters heard, discussed, or considered during the closed meeting were pursuant only to the motion(s) by which the closed meeting was convened, please signify by saying aye or yes.

Tim Lovelace – AYE
Lou Wallace – AYE
Carl Rhea – AYE
David Eaton – AYE
Steve Breeding – AYE
Rebecca Dye - AYE

Oris Christian – AYE

Invocation by Caleb Johnson, followed by the Pledge of Allegiance to the Flag.

APPROVAL OF THE AGENDA

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve the agenda as amended.

The vote was:
Aye: Steve Breeding, David Eaton, Carl Rhea, Oris Christian, Tim Lovelace, Rebecca Dye and Lou Wallace
Nay: None

PUBLIC HEARING HELD ON THE RC REVENUE SHARE FOR SOLAR ENEREGY PROJECTS AND ENERGY STORAGE SYSTEMS ORDINANCE

Pursuant to being advertised in a local newspaper for two (2) consecutive weeks, a public hearing was held on the Russell County Revenue Share for Solar Energy Projects and Energy Storage Systems Ordinance. The chair opened to public hearing to comments. Hearing none, the public hearing was closed.

Presentations

Dan Glass & Ronald Passmore (Director - Regulation & Compliance Enforcement Division Office of Emergency Medical Services) - Dante Rescue Squad's Request for Organizational Variance. Dan Glass asked that the Board approve a request to allow a junior squad to start up and allow 13-year-olds to participate. Mr. Passmore made recommendations to the Board about changes that need to be made to the resolution before it can be considered.

Barry Abromavage, American Red Cross recognized Jess Powers for his efforts for his response to numerous fire calls over the years. He also commended the Emergency Management Department and the local Red Cross for their response to a recent devastating fire. The local fire departments were also recognized.

Russell County Dispatchers were commended by the Board for the services they provide for the citizens.

NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK – E911 DISPATCHERS

Motion made by Steve Breeding, second Oris Christian and duly approved by the Board of Supervisors to declare the week of April 9-15, 2023 as National Public Safety Telecommunications Week – E911 Dispatchers.

The vote was:
Aye: Steve Breeding, Oris Christian, Lou Wallace, Tim Lovelace, Carl Rhea, David Eaton and Rebecca Dye
Nay: None

APPROVAL OF THE MARCH 06, 2023 MINUTES

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve the March 06, 2023 minutes and dispense with the reading thereof.

The vote was:
Aye: David Eaton, Steve Breeding, Tim Lovelace, Lou Wallace, Carl Rhea, Rebecca Dye and Oris Christian
Nay: None

APPROVAL OF THE MARCH 20, 2023 MINUTES

Motion made by David Eaton, second Carl Rhea and duly approved by the Board of Supervisors to approve the March 20, 2023 minutes and dispense with the reading thereof.

The vote was:
Aye: David Eaton, Carl Rhea, Tim Lovelace, Steve Breeding, Rebecca Dye, Lou Wallace and Oris Christian
Nay: None

APPROVAL OF THE MARCH 28, 2023 MINUTES

Motion made by Oris Christian, second Carl Rhea and duly approved by the Board of Supervisors to approve the March 28, 2023 minutes and dispense with the reading thereof.

The vote was:
Aye: Oris Christian, Carl Rhea, Tim Lovelace, Lou Wallace, Steve Breeding, Rebecca Dye and David Eaton
Nay: None

APPROVAL OF GENERAL COUNTY INVOICES

Motion made Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve general county invoices in the amount of $1,805,706.02.

The vote was:
Aye: Steve Breeding, David Eaton, Tim Lovelace, Lou Wallace, Carl Rhea, Rebecca Dye and Oris Christian
Nay: None

Citizens' Comment

The Chair opened citizens' comment period.

Linda Couch, Cleveland asked the Board to donate to the annual Kid's Fishing Day in Cleveland, VA.

The Chair closed citizens' comment.

County Attorney Reports and Requests

Katie Patton, County Attorney discussed the Solar Ordinance and Child Abuse Prevention Month.

APPROVAL OF THE SOLAR ENERGY PROJECTS AND ENERGY STORAGE SYSTEMS ORDINANCE

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve the Russell County Revenue Share for Solar Energy Projects and Energy Storage Systems Ordinance.

The vote was:
Aye: Steve Breeding, David Eaton, Tim Lovelace, Lou Wallace, Carl Rhea, Rebecca Dye and Oris Christian
Nay: None

APRIL DECLARED CHILD ABUSE PREVENTION MONTH

Motion made by Rebecca Dye, second Oris Christian and duly approved by the Board of Supervisors to approve April 2023 as Child Abuse Prevention Month.

The vote was:
Aye: Rebecca Dye, Oris Christian, Steve Breeding, David Eaton, Carl Rhea, Tim Lovelace and Lou Wallace
Nay: None

PUBLIC HEARING TO BE HELD ON THE CY COUNTY TAX RATES

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to hold a public hearing on the CY 2023 County Tax Rates on Tuesday, April 11, 2023 at 6:00 pm.

The vote was:
Aye: Steve Breeding, David Eaton, Tim Lovelace, Lou Wallace, Carl Rhea, Rebecca Dye and Oris Christian
Nay: None

APPROVAL OF $500 FOR COUNTY KIDS FISHING DAY IN HONAKER AND CLEVELAND

Motion made by Carl Rhea, second David Eaton and duly approved by the Board of Supervisors to appropriate $500 each for the Russell County Kids Fishing Day and Honaker Kids Fishing Day.

The vote was:
Aye: Carl Rhea, David Eaton, Steve Breeding, Tim Lovelace, Lou Wallace, Rebecca Dye and Oris Christian
Nay: None

APPROVAL OF THE LEACHATE CONTAINMENT AREA CONCRETE FOUNDATION CONTRACT

Motion made by Steve Breeding, second Oris Christian and duly approved by the Board of Supervisors to accept a Leachate Containment Area Concrete Foundation Contract in the amount of $15,398.

The vote was:
Aye: Steve Breeding, Oris Christian, Rebecca Dye, David Eaton, Carl Rhea, Tim Lovelace and Lou Wallace
Nay: None

The Chair adjourned to reconvene on Tuesday, April 11, 2023 at 6:00 pm.

_____ _____

Clerk of the Board Chairperson

April 11, 2023

A reconvened meeting of the Russell County Board of Supervisors was held on Tuesday, April 11, 2023 at 6:00 pm at the Russell County Government Center in Lebanon, Virginia.

The Clerk called the meeting to order.

Roll Call by the Clerk:

Present:

Tim Lovelace
Lou Wallace
Carl Rhea
David Eaton
Steve Breeding
Oris Christian
Rebecca Dye

Lonzo Lester, Clerk
Vicki Porter, Deputy Clerk
Katie Patton, County Attorney

Absent:

None

APPROVAL OF THE AGENDA

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve the agenda as presented.

The vote was:
Aye: David Eaton, Steve Breeding, Tim Lovelace, Lou Wallace, Carl Rhea, Rebecca Dye and Oris Christian
Nay: None

APPROVAL OF CY 2023 TAX RATES

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to set the CY 2023 tax rates as follows:

County Tax Rates 2023	**Tax Dates**
Real Estate, Personal Property and Machine & Tool	May 25
Merchants Capital and Mineral Taxes	November 25th
Mineral Tax Reporting Date	February 1st

Real Estate	.63
Mobile Homes	.63
Personal Property	$1.95
Machinery & Tools	$1.95
Merchants Capital	.65

The vote was:
Aye: David Eaton, Steve Breeding, Tim Lovelace, Lou Wallace, Carl Rhea, Rebecca Dye and Oris Christian
Nay: None

The Chair adjourned the meeting at 6:20 pm.

_____ _____

Clerk of the Board Chairperson

Approval of Expenditures

Request approval of the County's April 2023 Monthly Expenditures:

STAFF RECOMMENDATION(s):

County's April 2023 Monthly Expenditures are in compliance with budget and operational services.

SUGGESTED MOTION(s):

Motion to approve County's April 2023 Monthly Expenditures.

ATTACHMENTS:

- April 2023 Monthly Expenditures

DUE DATE	INV.DATE	VENDOR	INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT			P.O.#
5/01/2023	4/05/2023	002615 A&A ENTERPRISES	77717		765.95	765.95	4100-031020-5410-	-	-	
5/01/2023	4/05/2023	002615 A&A ENTERPRISES	77718		75.80	75.80	4100-031020-5410-	-	-	
5/01/2023	4/05/2023	002615 A&A ENTERPRISES	77719		130.00	130.00	4100-031020-5410-	-	-	
					971.75	971.75 *				
5/01/2023	3/01/2023	004228 ADDINGTON CAROL	MARCH 2023		281.65	281.65	4100-011010-5501-	-	-	
5/01/2023	3/01/2023	004228 ADDINGTON CAROL	MARCH 2023		690.53	690.53	4100-011010-5504-	-	-	
					972.18	972.18 *				
5/01/2023	4/17/2023	004568 ADDINGTON OIL C	120957		4,024.26	4,024.26	4100-042400-5408-	-	-	
					4,024.26	4,024.26 *				
5/01/2023	3/23/2023	004982 AMAZON CAPITAL	MARCH-APR 2023	10	1,460.70	1,460.70	4100-073010-5411-	-	-	
5/01/2023	3/23/2023	004982 AMAZON CAPITAL	MARCH-APR 2023	10	144.29	144.29	4100-073010-5407-	-	-	
5/01/2023	3/23/2023	004982 AMAZON CAPITAL	MARCH-APR 2023	10	179.98	179.98	4100-073010-5414-	-	-	
					1,784.97	1,784.97 *				
5/01/2023	4/15/2023	000047 AT&T	04152023		22.09	22.09	4100-031020-5203-	-	-	
5/01/2023	4/15/2023	000047 AT&T	04152023		47.36	47.36	4100-031020-5203-	-	-	
					69.45	69.45 *				
5/01/2023	4/14/2023	000007 BAKER & TAYLOR	5018248432	10	82.09	82.09	4100-073010-5411-	-	-	
5/01/2023	3/28/2023	000007 BAKER & TAYLOR	5018256828	10	32.59	32.59	4100-073010-5411-	-	-	
5/01/2023	4/14/2023	000007 BAKER & TAYLOR	50188248431	10	49.46	49.46	4100-073010-5411-	-	-	
5/01/2023	4/03/2023	000007 BAKER & TAYLOR	50188272247	10	79.60	79.60	4100-073010-5411-	-	-	
					243.74	243.74 *				
5/01/2023	3/02/2023	004494 BENTLEY DISTRIB	388324		9.80	9.80	4100-012010-5401-	-	-	
5/01/2023	3/02/2023	004494 BENTLEY DISTRIB	388324		9.80	9.80	4100-012090-5401-	-	-	
5/01/2023	3/02/2023	004494 BENTLEY DISTRIB	388324		9.80	9.80	4100-035050-5401-	-	-	
5/01/2023	3/02/2023	004494 BENTLEY DISTRIB	388324		9.80	9.80	4100-034010-5401-	-	-	
5/01/2023	3/02/2023	004494 BENTLEY DISTRIB	388324		9.80	9.80	4100-012130-5401-	-	-	
5/01/2023	3/22/2023	004494 BENTLEY DISTRIB	388435		21.80	21.80	4100-012010-5401-	-	-	
5/01/2023	3/22/2023	004494 BENTLEY DISTRIB	388435		21.80	21.80	4100-012090-5401-	-	-	
5/01/2023	3/22/2023	004494 BENTLEY DISTRIB	388435		21.80	21.80	4100-035050-5401-	-	-	
5/01/2023	3/22/2023	004494 BENTLEY DISTRIB	388435		21.80	21.80	4100-034010-5401-	-	-	
5/01/2023	3/22/2023	004494 BENTLEY DISTRIB	388435		21.80	21.80	4100-012130-5401-	-	-	
					158.00	158.00 *				
5/01/2023	3/23/2023	004789 BLACKSTONE PUBL	20933865	10	33.56	33.56	4100-073010-5411-	-	-	
					33.56	33.56 *				
5/01/2023	2/15/2023	000052 BLEVINS SEPTIC	37038		485.00	485.00	4100-043020-3004-	-	-	
5/01/2023	4/19/2023	000052 BLEVINS SEPTIC	37250		510.00	510.00	4100-043020-3004-	-	-	
					995.00	995.00 *				
5/01/2023	4/11/2023	000092 BONANZA RESTAUR	104263		287.40	287.40	4100-011010-5413-	-	-	
					287.40	287.40 *				
5/01/2023	4/10/2023	000669 BURSARS OFFICE	202303		11,153.29	11,153.29	4100-083050-1003-	-	-	
5/01/2023	4/10/2023	000669 BURSARS OFFICE	202303		3,618.13	3,618.13	4100-083050-2003-	-	-	
					14,771.42	14,771.42 *				
5/01/2023	4/05/2023	002301 C HEALTH	228140		60.00	60.00	4100-042400-5401-	-	-	
					60.00	60.00 *				
5/01/2023	4/05/2023	002337 CASKIE GRAPHICS	35527		374.77	374.77	4100-021060-3006-	-	-	
					374.77	374.77 *				
5/01/2023	3/31/2023	003569 CLARK PRINT SHO	4763		60.00	60.00	4100-035050-5401-	-	-	
					60.00	60.00 *				
5/01/2023	4/10/2023	004044 CRAIG'S FIREARM	38385		428.50	428.50	4100-031020-5409-	-	-	
5/01/2023	4/19/2023	004044 CRAIG'S FIREARM	38517		1,114.00	1,114.00	4100-031020-5409-	-	-	
					1,542.50	1,542.50 *				
5/01/2023	4/06/2023	004452 CRYSTAL SPRINGS	16981298 040623		44.31	44.31	4100-013010-5401-	-	-	
					44.31	44.31 *				
5/01/2023	4/18/2023	000171 CUMBERLAND PLAT	289		82,579.19	82,579.19	4100-042010-3002-	-	-	
					82,579.19	82,579.19 *				

DUE DATE	INV.DATE	VENDOR		INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT			P.O.#
5/01/2023	4/03/2023	005018	DAVIS PATTY	04032023		22.78	22.78	4100-011010-5504-	-	-	
						22.78	22.78 *				
5/01/2023	3/30/2023	000183	DELL MARKETING	10662391755	10	1,849.36	1,849.36	4100-073010-5414-	-	-	
						1,849.36	1,849.36 *				
5/01/2023	3/03/2023	000198	DOMINION OFFICE	151787		14.99	14.99	4100-031020-5401-	-	-	
5/01/2023	3/03/2023	000198	DOMINION OFFICE	151857		68.99	68.99	4100-031020-5401-	-	-	
5/01/2023	3/03/2023	000198	DOMINION OFFICE	151860		65.99	65.99	4100-031020-5401-	-	-	
5/01/2023	3/03/2023	000198	DOMINION OFFICE	151894		47.02	47.02	4100-031020-5401-	-	-	
5/01/2023	3/08/2023	000198	DOMINION OFFICE	151895		424.04	424.04	4100-031020-5401-	-	-	
5/01/2023	3/10/2023	000198	DOMINION OFFICE	152056		73.62	73.62	4100-031020-5401-	-	-	
5/01/2023	3/10/2023	000198	DOMINION OFFICE	152065		33.08	33.08	4100-031020-5401-	-	-	
5/01/2023	3/24/2023	000198	DOMINION OFFICE	152379		223.67	223.67	4100-031020-5409-	-	-	
5/01/2023	3/24/2023	000198	DOMINION OFFICE	152456		69.69	69.69	4100-031020-5401-	-	-	
5/01/2023	3/28/2023	000198	DOMINION OFFICE	152554		66.98	66.98	4100-032050-5401-	-	-	
5/01/2023	3/28/2023	000198	DOMINION OFFICE	152584.		114.50	114.50	4100-035010-5401-	-	-	
5/01/2023	3/28/2023	000198	DOMINION OFFICE	152585		229.99	229.99	4100-012010-5401-	-	-	
5/01/2023	3/30/2023	000198	DOMINION OFFICE	152663		22.68	22.68	4100-021060-5401-	-	-	
5/01/2023	3/30/2023	000198	DOMINION OFFICE	152665		18.50	18.50	4100-021010-5401-	-	-	
5/01/2023	3/30/2023	000198	DOMINION OFFICE	152668		114.50	114.50	4100-031020-5401-	-	-	
5/01/2023	3/31/2023	000198	DOMINION OFFICE	152694		417.74	417.74	4100-032050-5401-	-	-	
5/01/2023	4/04/2023	000198	DOMINION OFFICE	152782		169.98	169.98	4100-072010-5405-	-	-	
5/01/2023	4/11/2023	000198	DOMINION OFFICE	152936		114.50	114.50	4100-071040-5605-	-	-	
5/01/2023	4/11/2023	000198	DOMINION OFFICE	152938		299.96	299.96	4100-042400-5414-	-	-	
5/01/2023	4/14/2023	000198	DOMINION OFFICE	153075		18.97	18.97	4100-034010-5401-	-	-	
5/01/2023	4/18/2023	000198	DOMINION OFFICE	153151		88.97	88.97	4100-012010-5401-	-	-	
5/01/2023	3/30/2023	000198	DOMINION OFFICE	152662	10	62.99	62.99	4100-073010-5401-	-	-	
5/01/2023	4/04/2023	000198	DOMINION OFFICE	152787	10	129.98	129.98	4100-073010-5401-	-	-	
5/01/2023	4/11/2023	000198	DOMINION OFFICE	152939	10	44.97	44.97	4100-073010-5401-	-	-	
5/01/2023	3/31/2023	000198	DOMINION OFFICE	152701		2,985.26	2,985.26	4100-031020-5409-	-	-	
5/01/2023	4/20/2023	000198	DOMINION OFFICE	153263		368.98	368.98	4100-043020-5405-	-	-	
5/01/2023	4/20/2023	000198	DOMINION OFFICE	153264		23.94	23.94	4100-012010-5401-	-	-	
5/01/2023	4/20/2023	000198	DOMINION OFFICE	153265		229.97	229.97	4100-022010-5415-	-	-	
5/01/2023	4/21/2023	000198	DOMINION OFFICE	153314		49.99	49.99	4100-071040-5600-	-	-	
						6,594.44	6,594.44 *				
5/01/2023	4/04/2023	001445	FISHER AUTO PAR	397-288454		53.20	53.20	4100-031020-5408-	-	-	
5/01/2023	4/24/2023	001445	FISHER AUTO PAR	397-289230		14.08	14.08	4100-094010-8032-	-	-	
5/01/2023	4/24/2023	001445	FISHER AUTO PAR	397-289231		11.95	11.95	4100-094010-8032-	-	-	
5/01/2023	8/06/2020	001445	FISHER AUTO PAR	397-257290		58.33	58.33	4100-042400-5408-	-	-	
5/01/2023	11/22/2022	001445	FISHER AUTO PAR	397-284246		26.72	26.72	4100-043020-5408-	-	-	
						164.28	164.28 *				
5/01/2023	3/21/2023	002747	FOLEY COMPANY	265034		86.47	86.47	4100-021060-5401-	-	-	
						86.47	86.47 *				
5/01/2023	3/29/2023	001862	GREAT AMERICA L	33741986		340.00	340.00	4100-031020-5401-	-	-	
						340.00	340.00 *				
5/01/2023	3/29/2023	003505	GREEN VALLEY TO	7256		300.00	300.00	4100-022010-5415-	-	-	
						300.00	300.00 *				
5/01/2023	4/13/2023	003859	HESS DONNA	04132023		73.75	73.75	4100-013010-3002-	-	-	
						73.75	73.75 *				
5/01/2023	4/18/2023	000308	HONAKER TIRE SE	300831		1,891.64	1,891.64	4100-042400-5407-	-	-	
						1,891.64	1,891.64 *				
5/01/2023	5/01/2023	002725	ID NETWORKS IDE	280708		2,996.00	2,996.00	4100-031020-3005-	-	-	
						2,996.00	2,996.00 *				
5/01/2023	4/19/2023	003866	INNOVATIVE TECH	3733		75.00	75.00	4100-032050-3005-	-	-	
5/01/2023	4/06/2023	003866	INNOVATIVE TECH	3718		1,585.00	1,585.00	4100-012300-7002-	-	-	
						1,660.00	1,660.00 *				

DUE DATE	INV.DATE	VENDOR	INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT			P.O.#
5/01/2023	4/03/2023	004694 ISRAEL, DONNA	04032023		158.51	158.51	4100-011010-5501-	-	-	
5/01/2023	4/03/2023	004694 ISRAEL, DONNA	04032023		563.29	563.29	4100-011010-5504-	-	-	
					721.80	721.80 *				
5/01/2023	4/01/2023	003692 JACKSON JESSICA	04012023		718.03	718.03	4100-022010-5401-	-	-	
					718.03	718.03 *				
5/01/2023	4/03/2023	002824 JESSEE TRACI	04032023		33.45	33.45	4100-011010-5504-	-	-	
					33.45	33.45 *				
5/01/2023	4/03/2023	005016 JORDAN JUDY	04032023		39.11	39.11	4100-011010-5504-	-	-	
					39.11	39.11 *				
5/01/2023	4/01/2023	005046 KILGORE JOYCE	04012023		764.26	764.26	4100-022010-5401-	-	-	
					764.26	764.26 *				
5/01/2023	4/10/2023	000359 KWIK KAFE	35100-707357		40.00	40.00	4100-012010-5401-	-	-	
					40.00	40.00 *				
5/01/2023	4/18/2023	004953 LEVY BELINDA	04182023	10	108.00	108.00	4100-073010-5413-	-	-	
					108.00	108.00 *				
5/01/2023	4/06/2023	003501 LIBRARICA	204120-106R	10	745.50	745.50	4100-073010-5411-	-	-	
					745.50	745.50 *				
5/01/2023	3/01/2023	004883 LOONEY ALYSSA L	MARCH 2023		535.25	535.25	4100-011010-5504-	-	-	
					535.25	535.25 *				
5/01/2023	3/29/2023	004948 LYTTLE SHILOH	AGRITOURISM0323		56.88	56.88	4100-011010-5504-	-	-	
					56.88	56.88 *				
5/01/2023	3/08/2023	003338 MCGLOTHLIN ALIC	55028		175.00	175.00	4100-012130-5504-	-	-	
					175.00	175.00 *				
5/01/2023	4/12/2023	003387 MOBILE COMMUNIC	354002545-1		1,050.00	1,050.00	4100-031020-7003-	-	-	
5/01/2023	4/14/2023	003387 MOBILE COMMUNIC	35400255-1		2,100.00	2,100.00	4100-031020-7003-	-	-	
5/01/2023	4/18/2023	003387 MOBILE COMMUNIC	354002550-1		2,418.20	2,418.20	4100-031020-7003-	-	-	
5/01/2023	3/29/2023	003387 MOBILE COMMUNIC	364000384-1		9.35	9.35	4100-031020-7003-	-	-	
5/01/2023	4/03/2023	003387 MOBILE COMMUNIC	80105374		790.00	790.00	4100-031020-7003-	-	-	
					6,367.55	6,367.55 *				
5/01/2023	3/01/2023	003474 MONK HARRY J	MARCH 2023		227.51	227.51	4100-011010-5501-	-	-	
5/01/2023	3/01/2023	003474 MONK HARRY J	MARCH 2023		684.37	684.37	4100-011010-5504-	-	-	
					911.88	911.88 *				
5/01/2023	4/01/2023	003339 MULLINS MINDY	04012023		742.92	742.92	4100-022010-5401-	-	-	
					742.92	742.92 *				
5/01/2023	1/29/2023	003123 O'REILLY AUTO P	1943-490858		60.67	60.67	4100-031020-5408-	-	-	
5/01/2023	1/31/2023	003123 O'REILLY AUTO P	1943-490990		15.48	15.48	4100-031020-5408-	-	-	
5/01/2023	2/01/2023	003123 O'REILLY AUTO P	1943-491121		9.99	9.99	4100-031020-5408-	-	-	
5/01/2023	2/03/2023	003123 O'REILLY AUTO P	1943-491419		29.97	29.97	4100-031020-5408-	-	-	
5/01/2023	2/10/2023	003123 O'REILLY AUTO P	1943-492221		79.99	79.99	4100-031020-5408-	-	-	
5/01/2023	2/13/2023	003123 O'REILLY AUTO P	1943-492527		12.98	12.98	4100-031020-5408-	-	-	
5/01/2023	2/13/2023	003123 O'REILLY AUTO P	1943-492611		25.99	25.99	4100-031020-5408-	-	-	
5/01/2023	2/17/2023	003123 O'REILLY AUTO P	1943-493094		36.57	36.57	4100-031020-5408-	-	-	
5/01/2023	2/18/2023	003123 O'REILLY AUTO P	1943-493212		9.99	9.99	4100-031020-5408-	-	-	
5/01/2023	2/22/2023	003123 O'REILLY AUTO P	1943-493678		14.27	14.27	4100-031020-5408-	-	-	
5/01/2023	2/24/2023	003123 O'REILLY AUTO P	1943-493993		47.44	47.44	4100-031020-5408-	-	-	
5/01/2023	2/26/2023	003123 O'REILLY AUTO P	1943-49421		52.99	52.99	4100-031020-5408-	-	-	
5/01/2023	2/26/2023	003123 O'REILLY AUTO P	1943-494243		52.99-	52.99-	4100-031020-5408-	-	-	
5/01/2023	2/27/2023	003123 O'REILLY AUTO P	1943-494352		9.49	9.49	4100-031020-5408-	-	-	
5/01/2023	3/14/2023	003123 O'REILLY AUTO P	1943-496259		497.98	497.98	4100-031020-5408-	-	-	
5/01/2023	3/17/2023	003123 O'REILLY AUTO P	1943-496625		28.96	28.96	4100-031020-5408-	-	-	
					879.77	879.77 *				
5/01/2023	4/21/2023	000904 OLD DOMINION PO	04212023		30.00	30.00	4100-043020-5101-	-	-	
					30.00	30.00 *				
5/01/2023	4/17/2023	003041 OVERDRIVE INC	01572CO23121679	10	1,857.27	1,857.27	4100-073010-5411-	-	-	
					1,857.27	1,857.27 *				

DUE DATE	INV.DATE	VENDOR	INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT			P.O.#
5/01/2023	3/20/2023	003367 QUADIENT FINANC	03202023		147.98	147.98	4100-031020-5201-	-	-	
					147.98	147.98 *				
5/01/2023	4/08/2023	004843 QUADIENT LEASIN	N9895525		251.28	251.28	4100-031020-5201-	-	-	
5/01/2023	3/22/2023	004843 QUADIENT LEASIN	P9867214		7.29	7.29	4100-031020-5201-	-	-	
					258.57	258.57 *				
5/01/2023	4/14/2023	002812 RICOH USA, INC	37944829		188.84	188.84	4100-031020-3005-	-	-	
5/01/2023	4/16/2023	002812 RICOH USA, INC	5067182328		540.63	540.63	4100-031020-3005-	-	-	
5/01/2023	4/18/2023	002812 RICOH USA, INC	1096868589		123.60	123.60	4100-021030-5401-	-	-	
5/01/2023	4/19/2023	002812 RICOH USA, INC	37969701		202.54	202.54	4100-031020-3005-	-	-	
					1,055.61	1,055.61 *				
5/01/2023	4/20/2023	000663 RUSSELL COUNTY	APR-23	1	7,740.00	7,740.00	4100-095010-9130-	-	-	
					7,740.00	7,740.00 *				
5/01/2023	3/01/2023	004017 SCOTT HERBERT W	MARCH 2023		323.54	323.54	4100-011010-5501-	-	-	
5/01/2023	3/01/2023	004017 SCOTT HERBERT W	MARCH 2023		666.98	666.98	4100-011010-5504-	-	-	
					990.52	990.52 *				
5/01/2023	4/16/2023	003380 SHENTEL	04162023		131.39	131.39	4100-031020-5203-	-	-	
5/01/2023	4/16/2023	003380 SHENTEL	04162023		135.38	135.38	4100-031020-5203-	-	-	
5/01/2023	4/16/2023	003380 SHENTEL	04162023		84.77	84.77	4100-013020-5413-	-	-	
5/01/2023	4/16/2023	003380 SHENTEL	04162023		135.38	135.38	4100-012010-5413-	-	-	
					486.92	486.92 *				
5/01/2023	3/01/2023	004429 SHORTER DIANA	MARCH 2023		28.17	28.17	4100-011010-5501-	-	-	
5/01/2023	3/01/2023	004429 SHORTER DIANA	MARCH 2023		839.18	839.18	4100-022020-5504-	-	-	
					867.35	867.35 *				
5/01/2023	4/03/2023	001439 SMYTH COUNTY	98889		30.00	30.00	4100-031020-3009-	-	-	
					30.00	30.00 *				
5/01/2023	4/19/2023	001700 SOUTHWEST VA VE	151767		3,402.83	3,402.83	4100-035010-5404-	-	-	
					3,402.83	3,402.83 *				
5/01/2023	4/02/2023	003482 STOOTS ZACK	04022023		165.25	165.25	4100-022010-5401-	-	-	
					165.25	165.25 *				
5/01/2023	3/31/2023	000366 THE LEBANON NEW	03312023		36.40	36.40	4100-013020-3007-	-	-	
					36.40	36.40 *				
5/01/2023	3/20/2023	000384 THE LIBRARY COR	2023060143	10	1,887.00	1,887.00	4100-073010-3002-	-	-	
					1,887.00	1,887.00 *				
5/01/2023	4/11/2023	003513 THE SHERWIN-WIL	4768-5		241.40	241.40	4100-071040-5609-	-	-	
5/01/2023	4/13/2023	003513 THE SHERWIN-WIL	4861-8		289.68	289.68	4100-071040-5609-	-	-	
					531.08	531.08 *				
5/01/2023	4/07/2023	001079 TREASURER OF VI	LV202303		147.95	147.95	4100-034010-5401-	-	-	
					147.95	147.95 *				
5/01/2023	4/13/2022	002133 TREASURER OF VI	04132022		20.00	20.00	4100-035030-3001-	-	-	
					20.00	20.00 *				
5/01/2023	3/16/2023	000684 TREASURER'S ASS	TAV DUES 2023		450.00	450.00	4100-012130-5801-	-	-	
					450.00	450.00 *				
5/01/2023	4/18/2023	003965 UNIFIRST CORPOR	173006182		14.59	14.59	4100-043020-3008-	-	-	
					14.59	14.59 *				
5/01/2023	3/30/2023	000713 UNIVERSITY OF V	55334		185.00	185.00	4100-011010-5504-	-	-	
					185.00	185.00 *				
5/01/2023	4/01/2023	000739 VIRGINIA ASSOCI	9122		350.00	350.00	4100-022010-5401-	-	-	
					350.00	350.00 *				
5/01/2023	4/13/2023	000230 VIRGINIA FIRE P	5799		890.00	890.00	4100-043020-3004-	-	-	
5/01/2023	4/13/2023	000230 VIRGINIA FIRE P	5800		2,402.00	2,402.00	4100-043020-3004-	-	-	
					3,292.00	3,292.00 *				
5/01/2023	4/01/2023	001469 VRAV	60		830.00	830.00	4100-013020-5801-	-	-	
					830.00	830.00 *				
5/01/2023	4/23/2023	004837 WEX ENTERPRISE	88650565		15,247.44	15,247.44	4100-031020-5408-	-	-	
					15,247.44	15,247.44 *				

DUE DATE	INV.DATE	VENDOR	INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT	P.O.#
5/01/2023	4/19/2023	004405 WORLDWIDE EQUIP	261248648		47.40	47.40	4100-042400-5407- - -	
					47.40	47.40 *		
		TOTAL FOR DUE DATE 5/01/2023			177,861.78	177,861.78		
		TOTAL DUE FOR FUND- 4100			177,861.78	177,861.78		

DUE DATE	INV.DATE	VENDOR	INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT	P.O.#
5/01/2023	4/04/2023	004401 THOMSON REUTERS	848163911		89.07	89.07	4713-021080-6012- - -	
					89.07	89.07 *		
		TOTAL FOR DUE DATE 5/01/2023			89.07	89.07		
		TOTAL DUE FOR FUND- 4713			89.07	89.07		

Board Appointments

RC Library Board

Yvonne Dye **June 30, 2023**

Staff Recommendation:

Presentation – Informational Only.

Suggested Motion:

Board Discretion.

ATTACHMENTS:

Various

Board Appointments			
Name	**District**	**Term**	**Term Ending**
Cumberland Plateau Regional Waste Management Authority			
Carl Rhea	3	Four Years	March 1, 2023
Name	**District**	**Term**	**Term Ending**
Dante Community Center Board Members			
Bobbie Gullett	2	Two Years	April 1, 2023
Arthur Phillips (deceased)	2	Two Years	April 1, 2023
Wanda Osborne	2	Two Years	April 1, 2023
Name	**District**	**Term**	**Term Ending**
Department of Social Services			
Brian Ferguson		Four Year	June 30, 2023
Sharon Owens	1	Four Year	June 30, 2023
Russell County Public Library Board			
Yvonne Dye	4	Three Year	June 30, 2023
Susan Breeding	5	Three Years	June 30, 2023
Russell County Public Service Authority			
Thomas Tignor	1	Four Years	June 24, 2023
Russell County Tourism Advisory Committee			
Alice Meade	5	Four Years	June 30, 2023
Doug Hubbard	6	Four Years	June 30, 2023
Lisa Hubbard	6	Four Years	June 30, 2023
Jennifer Chumbley	3	Four Years	June 30, 2023
Dustin Blackson	2	Four Years	June 30, 2023
Carly Bruck	1	Four Years	June 30, 2023
Janice Halsey		Four Years	June 30, 2023
Southwest Community College Advisory Board			
Randall Hillman	4	Four Years	June 30, 2023

Name	District	Term	Term Ending
Community Policy Management Team			
Patrick Brunty		Three Years	August 7, 2023
Joni Lester		Three Years	August 7, 2023
Spearhead Trails			
Gilbert "Teddy" Clevinger	2	Three Years	August 7, 2023
Russell County Tourism Advisory Committee			
Janice Halsey		Four Years	August 30, 2023
Name	**District**	**Term**	**Term Ending**
Dante Community Center Board			
Catherine Pratt	2		October 12, 2023
Jason Gullett	2		October 12, 2023
Highway & Safety Commission			
Gary Dotson	1	Two Years	October 12, 2023
Johnny B. Jessee	3	Two Years	October 12, 2023
Eugene Ferguson	6	Two Years	October 12, 2023
Barbara K. cox	3	Two Years	October 12, 2023
Tony Maxfield	3	Two Years	October 12, 2023
Henry E. Stinson, Jr.	4	Two Years	October 12, 2023
Russell County Planning Commission			
Charles Edmonds	3	Four Years	October 7, 2023
John Mason	1	Four Years	October 4, 2023
Cumberland Plateau Economic Development Commission			
Frank Horton	5	1 Year	October 12, 2023
Tony Lambert	6	1 Year	October 12, 2023
Ron Blankenship	3	1 Year	October 12, 2023
James Eaton, Jr.	6	1 Year	October 12, 2023

Name	District	Term	Term Ending
Community Policy Management Team			
Lonzo Lester		Four Year	November 4, 2023
Oak Grove Community Center			
Linda Cross	1	Two Years	November 1, 2023
Rita "Charlene" Johnson	1	Two Years	November 1, 2023
Tammy Perry	1	Two Years	November 1, 2023
John Perry	1	Two Years	November 1, 2023
Nancy Osborne	1	Two Years	November 1, 2023
Peggy Kegley	1	Two Years	November 1, 2023
Name	**District**	**Term**	**Term Ending**
Community Police Management Team			
Rebecca Dye	6	Four Year	December 31, 2023
Highway & Safety Commission			
Linda Cross	1	Two Years	December 31, 2023
Industrial Development Authority			
Donnie Christian	6	Four Term	December 31, 2023
Nelson "Tony" Dodi	5	Four Term	December 31, 2023
Richard Lockridge	5	Four Term	December 31, 2023
Southwest Virginia EMS Council			
Maxie Skeen	3	Four Years	December 31, 2023

County Attorney Reports

1. **IDA Polycap Revenue Bonds – BOS Moral Obligation Resolution……..C-1**
2. **Special Counsel – Economic Development Project – Moss III ……..C-2**
3. **RC Off-Road Recreational Vehicles Ordinance……C-3**

Staff Recommendation:

Board Discretion.

Suggested Motion:

Motion Required.

ATTACHMENTS:

- Various

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT is made as of the 1st day of May, 2023, by and among the BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA (**the "Board"**), acting as the governing body of the County of Russell, Virginia, (**the "County"**), the Russell Industrial Development Authority (**the "Authority"**), and First Bank and Trust Company (**"First Bank"**) as purchaser of the Bond,

WHEREAS, the Authority has determined that it is in the best interest of the general public to issue and sell its Industrial Revenue Refunding Bond in an original aggregate principal amount not to exceed SIX MILLION TWO HUNDRED FIFTY-FIVE THOUSAND ($6,255,000.00) Dollars (**the "Bond"**) to First Bank pursuant to the terms of the Loan Agreement in order to refinance the Project; and

WHEREAS, the Board adopted on May 1, 2023, a Resolution authorizing, among other things, the execution of an agreement providing for a non-binding obligation of the Board to consider certain appropriations in support of the Bond and the Project.

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

1. Unless otherwise defined, each capitalized term used in this Support Agreement shall have the meaning given it in the Loan Agreement.

2. The Authority shall use its best efforts to issue the Bond, to use the proceeds thereof to pay the costs of the Project.

3. No later than April 15 of each year, beginning April 15, 2024, the Authority shall notify the Board of the amount (**the "Annual Deficiency Amount"**) by which the Authority reasonably expects the Revenues to be insufficient to pay (i) the debt service obligations under the Bond when due during the County's fiscal year beginning the following July 1.

4. The County Administrator of the County (**the "County Administrator"**) shall include the Annual Deficiency Amount in his budget submitted to the Board for the following fiscal year as an amount to be appropriated to or on behalf of the Authority. The County Administrator shall deliver to First Bank within ten days after the adoption of the County's budget for each fiscal year, but not later than July 15 of each year, a certificate stating whether the Board has appropriated to or on behalf of the Authority an amount equal to the Annual Deficiency Amount.

5. If at any time Revenues shall be insufficient to make any of the payments referred to in paragraph 3 hereof, the Authority shall notify the County Administrator of the amount of

such insufficiency and the County Administrator shall request a supplemental appropriation from the Board in the amount necessary to make such payment.

6. The County Administrator shall present each request for appropriation pursuant to paragraph 5 above to the Board, and the Board shall consider such request, at the Board's next regularly scheduled meeting at which it is possible to satisfy any applicable notification requirement. Promptly after such meeting, the County Administrator shall notify the Authority as to whether the amount so requested was appropriated. If the Board shall fail to make any such appropriation, the County Administrator shall add the amount of such requested appropriation to the Annual Deficiency Amount reported to the County by the County Administrator for the County's next fiscal year.

7. The Board hereby undertakes a non-binding obligation to appropriate such amounts as may be requested from time to time pursuant to paragraphs 4 and 5 above, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Board, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby recommends that future Boards of Supervisors do likewise.

8. **Nothing herein contained is or shall be deemed to be a lending of the credit of the County to the Authority, First Bank or to any holder of the Bond or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the County, nor shall anything herein contained legally bind or obligate the Board to appropriate funds for the purposes described herein**.

9. Any notice or requests required to be given hereunder shall be deemed given if sent by registered or certified mail, postage prepaid, addressed (i) if to the County, to the County Administrator's Office, P.O. Box 1208, Lebanon, VA 24266, Attention: County Administrator; (ii) if to the Authority, Russell County IDA, Attention: Executive Director, RCIDA, P.O. Box 2378, Lebanon, VA 24266; (iii) if to First Bank, First Bank, P.O. Box 1000, Abingdon, VA 24212, Attention: Raleigh Hayter, Senior Vice President. Any party may designate any other address for notices or requests by giving notice.

10. It is the intent of the parties hereto that the laws of the Commonwealth of Virginia shall govern this Agreement.

11. This Agreement shall remain in full force and effect until the Bond and all other amounts payable by the Authority under the Loan Agreement have been paid in full.

IN WITNESS WHEREOF, the parties hereto have each cause this Agreement to be executed in their respective names as of the date first above written.

BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA

By: _____
LOU WALLACE, Chairperson

RUSSELL COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

By: _____
LUTHER E. MCFADDIN, JR., Executive Director

FIRST BANK AND TRUST COMPANY

By: _____
ERIN M. HOFFMAN, Vice President

RESOLUTION
OF THE BOARD OF SUPERVISORS
OF RUSSELL COUNTY, VIRGINIA
TAX EXEMPT INDUSTRIAL DEVELOPMENT BOND
$6,255,000.00 SERIES 2023-A

WHEREAS, the Industrial Development Authority of Russell County (the **"Authority"**) has held a public hearing regarding the issuance of up to $6,255,000.00 Tax Exempt Industrial Development Revenue Bonds, Series 2023-A (the **"Bonds"**) on May 1, 2023 and approved the issuance of same; and,

WHEREAS, the issuance of the Bonds will be used to refinance infrastructure and promote economic development in Russell County, Virginia (the **"County"**) and provide financing of public service projects in the County that will promote economic development in the County in the public interest of the County and its environs, beneficial to the County and promote the welfare of its citizens; and,

WHEREAS, the Authority has requested the County to provide its moral obligation to the Authority, to secure the Authority's Bonds in the form of the funding of deficits of the Authority, all subject to annual appropriation by the Board of Supervisors (the **"Board"**) of the County as well as to appropriate during the current budget process sufficient funds for such purpose; and,

WHEREAS, the Authority has requested that the Board of the County, approve the issuance of the Bonds in compliance with the Internal Revenue Code of 1986, as amended (the **"Code"**) and Section 15.2-4906 of the Code of Virginia of 1950, as amended (the **"Virginia Code"**); and,

WHEREAS, the Board has determined that the issuance of the Bonds is in the best interests of the citizens of the County, will improve the County's tax base, will improve employment conditions in the County, promote industry and develop trade in the County, increase commerce within the County, and improve the safety, health, welfare, convenience and prosperity of citizens of the County; and,

WHEREAS, The Authority was organized by ordinance of the Board pursuant to the Industrial Development and Revenue Bond Act, Section 15.2-4900 et seq. (formerly Section 15.1-1373) of the Virginia Code, as amended, for the benefit of the County and for the public purposes stated in such ordinance;

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of Russell County, Virginia:

1. The Board hereby approves the issuance of the Bonds by the Authority to the extent required by the Code and Section 15.2-4906 of the Virginia Code.

2. The Bonds shall be designated as **"Qualified Tax-Exempt Obligations"** for

purposes of Section 265(b) of the Code. Neither the County nor any "subordinate entities" within the meaning of Section 265(b) of the Code has issued any tax-exempt obligations not including private activity bonds for entities other than organizations described in Section 501(c)(3) of the Code during calendar year 2023, and the reasonable anticipated amount of tax-exempt obligations not including private activity bonds for entities other than organizations described in Section 501(c)(3) of the Code which will be issued by the County and all "subordinate entities" thereof during calendar year 2023 will not exceed $10,000,000. The County will not designate more than $10,000,000 of qualified tax-exempt obligations pursuant to Section 265(b) during the calendar year 2023.

3. As permitted by Section 15.2-1205 of the Virginia Code the Board hereby provides its Moral Obligation to support the Authority's Bonds in the form of the funding of any deficits of any kind or nature that the Authority may incur each year, including deficits related to funding of debt service on the Bonds, and agrees to include in its budget sufficient funds to pay debt service on such Bonds during each fiscal year so budgeted, all subject to annual appropriation by the Board.

4. The Secretary of the Authority shall, no later than March 1 of each year beginning March 1, 2024, notify the County Administrator of the County of the amount (the "Annual Debt Service") of principal of and interest coming due on the Bonds during the next fiscal year.

5. The County Administrator shall include an amount equal to the Annual Debt Service of the Bonds in his budget submitted to the Board for the following fiscal year. The County Administrator of the County shall deliver to the Secretary of the Authority within ten days after the adoption of the County's budget for each fiscal year, but not later than July 15 of each year, a certificate stating whether the Board has appropriated an amount equal to the Annual Debt Service.

6. The County Administrator shall pay to the Authority the amount of any appropriation made pursuant to this moral obligation on or before the due date of the Annual Debt Service payment.

7. The Board hereby undertakes a non-binding obligation to appropriate to the Authority such amounts as may be requested from time to time pursuant to paragraphs 4 and 5 above, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Board, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby states its intent to make such appropriations in future fiscal years, and hereby recommends that future Boards do likewise.

8. **Nothing herein contained is or shall be deemed to be a lending of the credit of the County to the Authority, or to any holder of any of the Bonds or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the County. Nothing herein contained shall bind or obligate the Board to appropriate**

funds to the Authority for the purposes described herein nor shall any provision of this Resolution give the Authority or any holders of the Bonds or any other person any legal right to enforce the terms hereof against the Board or the County.

9. The Chairman or Vice Chairman of the Board and the County Administrator are each hereby authorized and directed to take any and all actions and to execute any such documents or instruments, including but not limited to a "County Support Agreement" pursuant to Section 15.2-1205 of the Virginia Code, as may be necessary or appropriate to carry out the purposes of this resolution, the execution thereof by such officer or officers to be conclusive evidence of such appropriateness or necessity.

10. This resolution shall be effective immediately upon its adoption.

Date of Adoption: May 1, 2023.

The Members of the Board voted as follows:

	Ayes	**Nays**	**Absent**
LOU WALLACE Chairperson	____	____	_____
ORIS CHRISTIAN Vice-Chairman	____	____	_____
STEVE BREEDING	____	____	_____
REBECCA DYE	____	____	_____
DAVID EATON	____	____	_____
TIM LOVELACE	____	____	_____
CARL RHEA	____	____	_____

CERTIFICATE

The undersigned Clerk of the Board of Russell County, Virginia, certifies that the foregoing is a true, correct and complete copy of a Resolution adopted by the Affirmative vote of a majority of the Board of Supervisors present at a public meeting duly called and held on **May 1, 2023**, at which meeting a quorum was present and acting throughout.

Dated: May 1, 2023.

_____

Clerk, Board of Supervisors of
Russell County, Virginia

Ordinance# _ _ _ _ 2023

AN ORDINANCE FOR
WISE COUNTY OFF-ROAD RECREATIONAL VEHICLES

WHEREAS the Wise County Board of Supervisors desires to promote tourism and recreational activities for its citizens due to the benefit it provides, and the positive economic impact tourism has on the community; and

WHEREAS the Wise County Board of Supervisors desires to enact this Ordinance governing the use of off-road recreational vehicles in order to provide a safe, suitable, and appropriate venue for the enjoyment of such activities within the County, the enactment and enforcement thereof meeting or exceeding application state and federal laws and which shall be compatible with any statutes, regulations, rules, and other applicable laws governing the Spearhead Ridgeview Trail System; and

WHEREAS Virginia Code § 46.2-800.2 allows for the operation of off-road recreational vehicles in localities embraced by the Southwest Regional Recreation Authority.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Supervisors of Wise County:

A. For the purposes of this Ordinance, "off-road recreational vehicle" shall be defined as: (i) any vehicle having three or more wheels that is powered by a motor and manufactured of off-highway use; (ii) utility vehicles as defined by Virginia Code § 46.2-100; or (iii) any motor vehicle designed to travel with no more than two wheels in contact with the ground and is capable of exceeding 35 miles per hour and is a type of manufactured for off-highway use, commonly referred to as "dirt bikes."

B. Wise County does hereby authorize the operation of any off-road vehicle within its boundaries on highways designated by appropriate signs as described herein.

C. Signs whose design, number, and location are approved by the Virginia Department of Transportation ("VDOT") shall be posted warning motorists that off-road vehicles may be operating on the highway.

D. All persons operating or riding any off-road vehicles within the limits of the County shall be subject to the following rules in addition to any restrictions or limitations imposed by any other governing body having jurisdiction to impose by any other governing body having jurisdiction to impose such rules regulations, ordinances or statutes:

1. All operators shall limit the operation of any off-road vehicle to only those highways designated for such use and marked by those signs described herein.

2. No Person shall drive an off-road vehicle for a distance of more than five **(5)** miles on any highway with a posted speed limit of no more than 35 miles per hour.

3. All persons operating any off-road vehicle shall obey any posted speed limit.

4. Regardless of any posted speed limit, no person shall operate an off-road vehicle at a speed greater than 35 miles per hour.

5. Any person operating any off-road vehicle on the highways in Wise County shall obey all rules of the road applicable to other motor vehicles.

SAMPLE

6. All persons operating or riding any off-road vehicle shall wear a helmet of a type approved by the Superintendent of the Virginia State Police.

7. All persons operating or riding any off-road vehicle shall wear eye protection of a type approved by the Superintendent of the Virginia State Police for use by motorcycle operators.

8. All persons operating any off-road vehicle shall limit such operation to daylight hours only.

9. All persons operating any off-road vehicle shall be a licensed driver or shall be otherwise accompanied by a licensed driver who is either occupying the same vehicle or occupying another vehicle within a prudent distance.

10. No person shall operate any off-road vehicle if his driver's license, whether issued by the Commonwealth of Virginia or by another jurisdiction, has been suspended or revoked.

11. Operation of an off-road recreational vehicle as provided in this Ordinance shall be subject to the issuance of a permit from the Southwest Regional Recreational Authority **("SRRA").**

12. Any person operating an off-road vehicle shall carry ATV liability insurance coverage, or, in the alternative, sign a waiver of liability on the permit application form.

13. No person shall be allowed to operate any off-road vehicle with a passenger on board unless such vehicle is equipped and designated by the manufacturer to be operated with more than one rider.

14. Any off-road vehicle shall be in safe running condition and shall have all factory safety equipment, including spark arrestors, installed and in visible working condition. Any person in violation of this section shall be fined as provided in Virginia Code §46.2-1003.

15. Any Person operating an off-road vehicle shall operate such vehicle in a safe manner.

16. The Wise County Sheriffs Department and any other valid law enforcement authority shall be authorized to issue citations to any person violating the foregoing provisions of this Ordinance. In addition, such law enforcement authority shall be hereby authorized to revoke and remove SRRA permits when multiple violations of this Ordinance or of the traffic laws of Wise County or the Commonwealth of Virginia have occurred.

17. Any violation of the foregoing provisions of this Ordinance which are also a violation of Title 18.2 or Title 46.2 of the Code of Virginia shall be punishable by a civil penalty of not more than $500.00.

ADOPTED this the ___ day of _____ 2023.

ATTEST: WISE COUNTY BOARD OF SUPERVISORS

_____ _____

Michael W. Hatfield, Clerk J. H. Rivers, Chairman

SAMPLE

Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Meeting: 5/1/23 6:00 PM

Action Item D-1 – D-7
Presenter: Administrator

County Administrator Reports & Requests

The County Administrator Reports & Request for May 2023:

REPORTS

1. **VDOT Monthly Road System Report……..……..D-1**
2. **Virginia Cooperative Extension Program Highlights…..……..D-2**

REQUESTS

3. **Cumberland Plateau Regional Housing Authority (CPRHA) ARPA Funding Concerning Regional Housing Need Assessment…..……D-3**
4. **EMS Resolution - Dante Rescue Squad's Operational Exemption……..…D-4**
5. **FY 2024-2025 Community Services Board Performance Contract…..……..D-5**
6. **BOS FY 2023/24 County Budget Meeting Dates……..……....D-6**
7. **Surplus Vehicle – Cleveland Fire Department……..D-7**

STAFF RECOMMENDATION(s):

Board Discretion.

SUGGESTED MOTION(s):

Board Discretion.

ATTACHMENTS:

- Various

Russell County BOS
VDOT Update
May 1, 2023

Board Action Requests

VDOT is seeking Board action two items this month in the form of a resolution, and highlight another of item of interest:

- The willingness posting for a public hearing for the proposed abandonment of the discontinued Route 19 right-of-way at the Alternate Route 58 and Route 19 intersection in Hansonville has expired and did not receive a request for a public hearing. Thus, the residency is requesting the Board to pass a resolution of support to abandon the segment in question per letter to Russell County dated January 27, 2023. (See attached for location)

- Resolution adopting the 6 Year Road Plan for the period FY 24 through FY 29. A copy of the plan is attached.

  Rt 606 - This project was initiated last year and will be paved this construction season - hopefully early in the season.

  Rt 1080 - This is a short rural addition which should be completed this construction season.

  Rt 678 - Cost estimate has been updated and environmental work has been initiated on the project. A portion of the construction funds are in place and the balance will be available in July. This project should be initiated this summer and we are hopeful the project can be completed this season.

  Routes 824, 671, 746, 801 and 636 are unchanged from last year's plan. The construction estimates will be updated as the actual construction date draws closer.

  Route 721 has been added in FY 28. (Serves The Pinnacle Natural Heritage site)

  Routes 609 and another section of Route 678 have been added in FY 29. (Both connect paved portions of road)

- Understanding the Board anticipates moving forward with abandonment of Routes 1211 and 781, the residency will coordinate with County staff to complete the public involvement steps of the process.

Maintenance Activities - Completed

Maintenance crews are actively involved in a variety of activities including:

- Brush cutting was completed on segment(s) of Routes: 67,604,628 and Route 940
- Maintenance work (spreading gravel, blading) was conducted on routes 712,743,802 and 713.
- Ditching and pipe cleaning operations were conducted on the following routes 626,657,635 and 67.
- Pothole patching was completed on Routes 71,19,67,58,745,743,645,637 and Route 679.

- Crews removed multiple trees fdue to recent storms that came through the county during the month. This was on all Primary and Secondary routes.
- Shoulder repairs were completed on Routes 616, 679 and 657.
- A slope failure was repaired on Route 626.
- Sand barrels were installed

Maintenance Activities - Planned

- Slope stabilization / slide repair on Routes 600, 621 and 712.
- Culvert replacement & associated ditching on Route 730 (Requires permit)
- Boom ax work on various routes throughout the County.
- Pothole patching on routes throughout the County, with an initial emphasis on routes included in the paving season's overlay schedules (see below).
- Slide repair on Routes 622 and 624.
- Repair of slide on Phillips Hollow Road (Rt 626)
- Pavement Repairs (machine patching) on Route 615
- Debris Removal on various routes (down trees and rocks/slides).
- Removal of dead trees on Routes 80 (Hayter's Gap), 71, and 65.
- 949 Hub Lane – Repair pavement failures / potholes
- 618 Rabbit Ridge - Grader patch paved section latter this summer.
- Pipe replacement at various locations throughout the County beginning after new fiscal year begins.
- Ditching at various locations through the County.

Rural Rustic / 6 Year Plan Proiects

Work on Blanch Davis Road (Route 606) has been completed with the exception of paving, which is planned for the 2023 paving season.

North Cedar Acres is a small project (adding approximately 370 feet) of road utilizing residual funding from previously completed projects and is proposed for completion as weather allows, with paving proposed for the spring of 2023.

Non — VDOT Projects

Pure Salmon Proiect

No new information to report this month, a recent site visit indicated progress continues on the construction of the connection to Route 19. The residency understands overhead utility relocation is underway which will allow final excavation to be completed to make the connection to Route 19.

Three Rivers Destination Center

No new activity this month on this project.

2023 Resurfacing

The following routes will be resurfaced (asphalt overlay) during the 2023 paving season:

Route 80: Intersection with Route 67 for a distance 0.4 miles south of Route 67
Route 611: Intersection with Route 609 to intersection with Route 685.
Route 622: Buchanan County to intersection with Route 624
Route 624: Buchanan County to 0.2 miles south of intersection with Route 843
Route 646: Intersection with Route 637 for a distance 0.8 miles south of Route 637
Route 678: Intersection with Route 680 for a distance 1.1 miles east of Route 680
Route 732: Intersection with Route 615 to dead end
Route 740: Intersection with Route 640 to intersection with Route 645
Route 845: 0.35 mile loop off Alternate Route 58
Route 1201: Intersection with Route 82 to dead end
Route 1202: Intersection with Route 1206 to intersection with Route 82
Route 1203: Intersection with Route 1206 to intersection with Route 82
Route 1203: Intersection with Route 82 to intersection with Route 1205
Route 1204: Intersection with Route 1206 to Route intersection with Route 1205
Route 1205: Intersection with Route 696 to intersection with Route 1204
Route 1206: Intersection with Route 1202 to intersection with Route 1204
Route 1207: Intersection with Route 1208 to intersection with Route 1206
Route 1208: Intersection with Route 1207 to dead end

The following routes will be resurfaced (latex overlay) during the 2023 paving season:

Route 603: Intersection with Route 643 to Tazewell County line
Route 640: Intersection with Route 740 for a distance of 2.5 miles
Route 662: Intersection with Route 82 to intersection with Route 740
Route 666: Intersection with Route 628 to intersection with Route 615
Route 764: Intersection with Route 19 to dead end
Route 782: Intersection with Route 19 to dead end
Route 821: Intersection with Route 66o to dead end
Route 854: Intersection with Route 764 to dead end
Route 878: Intersection with Route 873 to dead end
Route 904: Intersection with Route 19 to dead end
Route 906: Intersection with Route 904 to dead end
Route 911: Intersection with Route 883 to dead end
Route 919: Intersection with Route 883 to dead end
Route 929: Intersection with Route 904 to intersection with Route 904
Route 998: Intersection with Route 99 to Haber Drive
Route 999: Intersection with Route 998 to dead end
Route 1060: Intersection with Route 19 to dead end
Route 1061: Intersection with Route 1060 to dead end

Residency staff stand ready to respond to inquiries and provide explanations but also offer the 1800-FOR-ROAD call to enter work order requests into VDOT's tracking system.

Virginia Cooperative Extension
Virginia Tech • Virginia State University

Russell County
PROGRAM HIGHLIGHTS

Agriculture and Natural Resources

- Conduct educational programs to help producers meet the requirements necessary for participation in the Virginia Quality Assured (VQA) feeder cattle marketing program.
- Working together with the VQA Program, beef producers have been able to market 95,311 animals and increase their gross farm receipts by **$9.2 million (+$97.15 / calf)**.
- Secured over $900,000 in external funding to assist Russell County producers with on-farm improvements:
    - livestock handling equipment and facilities
    - improved livestock genetics
    - commodity storage
    - employee and animal safety
    - materials handling equipment.
- Provide diagnostic lab services for identification of weeds and insects. Aid in data interpretation and recommend controls based on life-cycles and product efficacy.
- Assist agricultural producers in obtaining and maintaining a Private Pesticide Applicator's License from the Virginia Department of Agriculture and Consumer Services.
- Generate new forage production recommendations by conducting research trials at the Southwest Virginia Agriculture Research and Extension Center.

FORESTRY

SHARP Logger Workshops (Sustainable Harvesting and Resource Professional)

Three workshops totaling 16 hours of training were conducted in the local area in 2022. Training topics included sustainable forestry, using best management practices during timber harvesting to comply with the Virginia Silvicultural water quality law, logging safety, trucking safety, invasive species, and forest health.

Trees to Products Program for Teachers

This four-day professional development program for school teachers was based in Wise county but included tour site visits in Lee, Russell, Scott, Smyth, and Wise counties. The program also included training in Project Learning Tree which is an environmental education initiative designed for K-12 school teachers with activity guides corelated to the Virginia SOLs.

Fifteen Minutes in the Forest Video Series: Eastern Hellbender. This was filmed on the Clinch River. **https://www.youtube.com/watch?v=yn4lPJsWtOE&t=27s**

Fifteen Minutes in the Forest Video Series: Virginia's Big Tree Program. This features a Russell County 4-Her and the tree she entered into the 4-H big tree contest that was crowned the State Champion and National Champion Big Tree. **https://www.youtube.com/watch?v=uSUimAGIM0U&t=3s**

4-H - Youth Development

- The partnership with Russell County Public Schools extends the 4-H program to more youth by providing an opportunity to reach all youth even those not able to participate in tradition 4-H offerings outside of school. We base our in-school programming around hands-on science based fun that corelates back to Virginia SOLs.
- While Russell County 4-H is way more than just agriculture (like most people instantly think when mentioning 4-H), we are still actively working to promote agriculture in the future generations of 4-H'ers. Our Summer Projects that include a market hog, Virginia Big Tree, poultry, mini garden, rabbit, goat, and pumpkin help us get the younger generations involved and active in the agriculture world. For our 2023 Summer Projects, we have over 60 youth signed

up to participate in these projects to help ensure the future of agriculture in the community.

- 4-H Camp is the best week of the year for the youth of Russell County. We are excited to be taking over 125 youth from Russell County to 4-H camp in 2023. 4-H Camp is a place for these youth to personally grow and discover interests as well as talents. 4-H Camp also allows youth to acquire life skills while making new friends.
- Russell County 4-H provides additional programming by bringing 4-H Clubs to the county. We are proud to offer a Livestock Club, Horse Club, Homeschool Club, and Teen Club. These 4-H Clubs provide educational lessons and field trips to the attending youth as well as a safe and fun social atmosphere for the attending youth.
- Russell County 4-H promotes development of life skills by offering day camps to youth. We have been offering sewing day camps for two years now to provide youth with basic sewing knowledge while allowing those youth to express creativity while putting their sewing knowledge to use. We have also offered several different cooking camps over several years in order to help promote creativity in the kitchen while developing life skills. We hope to continue to offer these day camps and add in new ones to continue to help with the development of life skills.

CUMBERLAND PLATEAU REGIONAL HOUSING AUTHORITY

P.O. Box 1328 / LEBANON, VIRGINIA 24266
Tel.: (276)889-4910 / TDD# 1-800-545-1833 Ext. 418
FAX (276)889-4615
www.cprha.org

Keith L. Viers, Executive Director

H. Truman Mullins, Chairman
Ramona Simmons, Vice Chair
James N. Horn, Commissioner
Judy E. Lockridge, Commissioner
Richard Blankenship, Commissioner
Jim O'Quinn, Commissioner

April 3, 2023

Mr. Lonzo Lester
Russell County Administrator
137 Highland Drive
Lebanon, VA 24266

RE: REQUEST FOR ARPA FUNDS

Dear Mr. Lester,

The Cumberland Plateau Regional Housing Authority (CPRHA) in partnership with the Cumberland Plateau Planning District Commission (CPPDC) have a verbal commitment for award of a Community Impact Grant from Virginia Housing to conduct a formal assessment of Housing throughout the four county region of Southwest Virginia.

The request for ARPA Funds in the amount of $10,000 from Russell County will provide for in-kind match for the grant. The counties of Dickenson and Tazewell have provided a verbal commitment to provide in-kind match. The purpose of the grant is to hire a consulting firm to perform a comprehensive evaluation of housing throughout the entire coalfield region not only identifying the type of housing needed but also potential sites for development. The work will be conducted in partnership with each locality to ensure the final product is specific to each localities needs that becomes a working product for future use. The negative economic impacts related to the public health emergency has placed a direct strain on housing stock and affordability of housing in general.

Thank you in advance for your favorable consideration of this request and please contact me with any questions or need for additional information.

Sincerely,

Keith L. Viers
Executive Director

Russell County Virginia

"The Heart of Southwest Virginia"

Tim Lovelace District 1		Steve Breeding District 5
Carl Rhea District 3	Lou Ann Wallace, Chairperson District 2	Rebecca Dye District 6
David Eaton District 4	Oris Christian, Vice-Chairman At-Large	Lonzo Lester County Administrator

RESOLUTION IN SUPPORT OF THE BOARD OF DIRECTORS DANTE RESCUE SQUAD

WHEREAS, **the Russell County Board of Supervisors supports the Board of Directors Dante Rescue Squad's request for an organizational operational exemption to lower the age of the Junior Squad Membership to thirteen years of age. The current regulation 12VAC5-31-900 from the Office of Emergency Medical Services is sixteen years of age; and .**

WHEREAS, **the Dante Rescue Squad has an interest in becoming a rescue squad that includes the County's younger generation. With the Dante Rescue Squad becoming an aging group of volunteers, this would enhance their opportunities to recruit younger personnel into the squad to serve our community; and**

WHEREAS, **this group of volunteers, 13 years of age, but less than sixteen years of age, would be labeled as an Associate Junior Squad member. These volunteer members would have to submit an application. Upon approval, a meeting would be held with the parent(s) and a volunteer plan would be designed. Each of these volunteer members would be allowed to do only tasks in the designed plan. This plan would be based on training and experience and may include actively participating in rescue squad calls. If the parent(s) are squad members, the child would be under their supervision. If the parent(s) are not**

squad members, they would choose one of the current senior squad members to mentor their child and supervise them while on the squad premises or in a squad vehicle; and

***NOW THEREFORE*, the Russell County Board of Supervisors strongly supports the Board of Directors Dante Rescue Squad's request for an organizational operational exemption for the purpose of increasing volunteer members for the Junior Squad Membership by lowering the age requirements to thirteen years of age while creating opportunities for members to serve the Dante community.**

RESOLVED this 3rd day of April 2023, by the following vote:

Recorded Vote:

Moved by: _____

Seconded by: _____

Yeas: _____
Nays: _____

_____
Lou Ann Wallace, Chairperson
Russell County, Virginia

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COMMONWEALTH of VIRGINIA

NELSON SMITH
COMMISSIONER

DEPARTMENT OF
BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES
Post Office Box 1797
Richmond, Virginia 23218-1797

Telephone (804) 786-3921
Fax (804) 371-6638
www.dbhds.virginia.gov

April 3, 2023

RE: FY 2024-2025 Community Services Performance Contract

Dear CSB Executive Directors,

The FY24-25 Community Services Performance Contract (PC) and supplemental documents, effective July 1, 2023, will be sent by April 4, 2023, through our DocuSign process for your review, posting for public comment and execution. Please keep in mind that the Department cannot provide any state-controlled funds after September 30th if the contract has not been signed. It is important for the smooth continuity of the process to have signed performance contracts returned to the Department as soon as practicable.

The performance contract is a transactional agreement between the Department and the Community Services Boards and Behavioral Health Authority community partners. Changes to this agreement may be made periodically to improve the business relationship, funding and delivery of program services for better alignment with the strategic initiatives of the Commonwealth. The Office of Management Services (OMS) would like to thank you all for working with us through this review process. Craig Camidge led OMS through some exciting and much needed collaborative work with the VACSB Policy/Admin Committee chaired by Phil Caldwell. The members of the VACSB Policy/Admin Committee are elected as the decision-making body for PC administration by the Community Services Boards and the OMS serves as the PC administrator and liaison between the Department and the VACSB Policy/Admin Committee.

We started this journey in July of last year and met every other week without fail for 2 hours to have some thoughtful conversations around needed and desired changes within the PC. Most of the work done by this group focused on the general terms and conditions of the PC, Addendum I: Administrative Requirements Processes and Procedures, and Exhibit B Continuous Quality Improvement (CQI). |Other documents were discussed such as Addendum II: Partnership Agreement and Addendum III: Core Services Taxonomy but a decision was made that these documents needed input beyond the scope of this group. OMS also worked internally with the various offices responsible for certain sections of the PC to address any required changes, revisions for clarity, and remove any outdated or redundant information from certain PC documents.

We have now finalized the PC for FY 24-25. We encourage you take the time to familiarize yourself with all these documents to understand what is required of the CSBs but we would like to bring your attention to certain changes for this review period.

1. **<u>FY2024 and 2025 Community Services Performance Contract</u>**

DocuSign Envelope ID: 60323A40-40CB-4B1F-8DC1-1F15FA01A08B

a. **Section 9 Billing and Payment Terms and Conditions,** the CSB invoice due date has been updated from the 10th to the 20th of the following month by the Department's Fiscal office.
b. **Section 13 Compliance with Laws** was review and revised by the Office of Attorney General and the Department's Chief Information Security Officer and the following language was revised for compliance with current law: HIPPA, PHI, and BAA.

2. **Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures** – Revisions were made to align with decisions made through collaboration between the Department and the Q&O Committee, DMC, STAC and VACSB Policy/Admin Committee. This entire exhibit was revised to remove unnecessary language, provide clarity and move other process and procedure type information to a technical manual that will be provided by the Department. The following are key material changes:

   a. This version of Exhibit B will reflect performance measure expectations only related to behavioral health and not DD. The Department will need to do some work internally to decide the best path forward to incorporate DD performance measures in the future.
   b. **Section II Benchmarks** now provides a link to the Department's Behavioral Health Measure Development and Review process to promote transparency between the Department and the CSBs.
   c. **Section III Technical Assistance** clearly defines the technical assistance process and provides a link to the Exhibit B TA Request form for CSBs.
   d. **Section IV Performance Monitoring** clearly defines and explains the Performance Improvement Process and Corrective Action Plan process only for this exhibit.
   e. **Section V Performance Measures** clearly defines core performance measure requirements for certain services and/or activities for this exhibit.
   f. **Section VI Additional Expectations and Elements Being Monitored**, this section outlines certain data elements and expectations for certain services and/or activities that were put into place prior to the data quality and benchmarking review process as of March 1, 2022 and are active expectations regarding CSB operations and implementation. However, the process for technical assistance, performance improvement plans, and corrective action plans as described Section IV and V does not apply to this section.

3. **Exhibit E: Performance Contract Schedule and Process**- This exhibit provides the CSBs specific due dates for Department required reporting submissions for CARS, CCS, local government audits and Certified Public Accountant (CPA) audits for FY24-25. It also provides specific dates for disbursement of state and federal funds to the CSBs.

4. **Exhibit F: Federal Grant Requirements** –This exhibit has been revised to reflect the current federal grants and their general and specific terms and conditions. These are required material changes that are not negotiable as a Subrecipient of federal funds. We encourage you to familiarize yourself with this information as a Subrecipient of federal funds.

5. **Exhibit G: Master Program Services Requirements** – This exhibit has been revised to provide terms and conditions for certain programs services that a CSB may provide to reduce the amount of Exhibits D the Department and CSBs will have to review, process, and track. Keep in mind that this is not inclusive of all programs/services a CSB may provide, just those that it may have received on a regular basis for review and execution that have well established baseline requirements, with minimal to no changes, and/or part of ongoing baseline funding received from the Department. The following are key material changes:
   a. **Exhibit C: Regional Discharge Assistance Program (RDAP) -** the Department decided that these requirements did not need their own stand-alone exhibit and they have been moved to Exhibit G.

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b. **Exhibit I: Behavioral Health Wellness** - the Department decided that these requirements did not need their own stand-alone exhibit and they have been moved to Exhibit G.

6. **Exhibit J: Certified Preadmission Screening Clinicians Requirements-** This exhibit is no longer a stand-alone agreement and has been incorporated into this version of the PC.

7. **Addendum I: Administrative Requirements and Processes and Procedures**- Revisions were made for clarity and outdated or redundant information was removed.

Timeline for Execution by July 1st

By April 7, 2023 - OMS will share the final version of the performance contract documents with all CSB Executive Directors for posting for public comment and final execution through DocuSign.

By July 1, 2023 – Expectation that all CSB performance contracts are fully executed. Please keep in mind that the Department cannot provide any state-controlled funds after September 30th if the contract has not been signed.

The Department would like to thank you all for your service to the community and working with us.

All your hard work and dedication to both your communities and our community services system is much valued and appreciated.

If you need help or have questions, please email performancecontractsupport@dbhds.virginia.gov or contact our technical assistance number at 804-225-4242.

Thank you,



Chaye Neal-Jones
Deputy Director
Office of Management Services

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FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT MASTER AGREEMENT
Cumberland Mountain Community Services Board
Contract No.P1636. 758

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☒Exhibit A: Resources and Services (Only available through the CARS application)
☒Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures
☒Exhibit C: Regional Discharge Assistance Program (RDAP) Requirements (See Exhibit G)
☒Exhibit D: Individual CSB Performance Measures
☒Exhibit E: Performance Contract Schedule and Process
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☒Exhibit I: Behavioral Health Wellness (See Exhibit G)
☒Exhibit J: Certified Preadmission Screening Clinicians Requirements
☒Exhibit K: State Hospital Census Management Admission and Discharge Requirements
☒Exhibit L: List of Acronyms (See Table of Contents)
☒Exhibit M: Department of Justice Settlement Agreement
☒Addendum I: Administrative Requirements and Processes and Procedures
☒Addendum II: Partnership Agreement
☒Addendum III: Core Services Taxonomy 7.3

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FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT MASTER AGREEMENT
Cumberland Mountain Community Services Board
Contract No.P1636. 758

1. Purpose

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

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

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

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

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

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

2. Defined Terms

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

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

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

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Fiscal Agent the Fiscal Agent has two specific purposes.

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

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

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

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

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

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

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

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

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3. Relationship

The Department functions as the state authority for the public mental health, developmental, and substance use disorder services system, and the CSB functions as the local authority for that system. The relationship between and the roles and responsibilities of the Department, the state hospitals and the CSB are described in the Partnership Agreement between the parties. This contract shall not be construed to establish any employer-employee or principal-agent relationship between employees of the CSB or its board of directors and the Department.

4. Term and Termination

Term: This contract shall be in effect for a term of two years, commencing on July 1, 2023 and ending on June 30, 2024 unless either party gives ninety 90 days or more advance written notice of intent not to renew.

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

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

5. Contract Amendment

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

6. Services

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

7. Service Change Management

The CSB shall notify the Department 45 days prior to seeking to provide a new category or subcategory or stops providing an existing category or subcategory of services if the service is funded with more than 30 percent of state or federal funds or both by the Department. The CSB shall provide sufficient information to the Office of Management Services (OMS) through the performancecontractsupport@dbhds.virginia.gov for its review and approval of the change, and the CSB shall receive the Department's approval before implementing the new service or stopping the existing service.

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

The CSB operating a residential crisis stabilization unit (RCSU) shall not increase or decrease the licensed number of beds in the RCSU or close it temporarily or permanently without providing 30 days advance

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notice to the Office of Licensing and the OMS and receiving the Department's approval prior to implementing the change.

8. Funding Requirements

A. Funding Resources

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

B. Funding Allocations

1. The Department shall inform the CSB of its state and federal fund allocations in its letter of notification (LON). Allocations of state and federal funds shall be based on state and federal statutory and regulatory requirements, provisions of the Appropriation Act, State Board policies, and previous allocation amounts.
2. The Department may reduce or restrict state or federal funds during the contract term if the CSB reduces significantly or stops providing services supported by those funds as documented in its CARS reports. These reductions shall not be subject to provisions in Section 15.A.and B. of this contract. The Commissioner or designee shall communicate all adjustments to the CSB in writing.
3. Continued disbursement and /or reimbursement of state or federal funds by the Department to the CSB may be contingent on documentation in the CSB's CCS Extract and CARS reports that it is providing the services supported by these funds.

C. Expenses for Services

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

D. Use of Funds

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

E. Availability of Funds

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

F. Local Match

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

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

G. Local Contact for Disbursement of Funds

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

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

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

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

9. Billing and Payment Terms and Conditions

I. Federal Funds Invoicing

The CSB shall invoice the Department on a monthly basis no later than the 20th of the following month for which reimbursement is being requested. The CSB will utilize the Departments grants management system to invoice the Department for federal funds reimbursement. The CSB may be asked to include supporting documentation when the Department determines it is necessary to meet federal grant requirements.

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

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J. Payment Terms

1. Federal Funds shall be dispersed on a reimbursement basis with the exception of initial upfront one-time payments for cashflow considerations and one-time start-up costs. The initial upfront one-time payment amounts may vary depending on programmatic needs.

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

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

K. Reconciliation and Closeout Disclosures

The CSB shall comply with state funding reconciliation and closeout and federal grant reconciliation and closeout disclosures and applicable policies and procedures established by the Office of Fiscal Services and Grants Management. If a CSB does not return its signed Exhibits D, Notices of Award, or other required documentation in a timely manner this may result in a delay of or ineligibility for receiving funding.

1. Unexpended federal funds must either be returned in the form of a check made payable to the Treasurer of Virginia and sent to:
   DBHDS
   Office of Fiscal and Grants Management
   PO Box 1797
   Richmond, VA 23218-1797
   C/O Ramona Howell

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

   Account Number: 201141795720002
   Routing Number: 061000104
   EIN: 546001731

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

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

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

   Approval to execute an ACH payment is not required, but DBHDS must be aware that the payment is

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coming in order to account for it properly.

10. CSB Responsibilities

A. Exhibit A

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

B. Populations Served

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

C. Scope of Services

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

D. Response to Complaints

Pursuant to § 37.2-504 or § 37.2-605 of the Code, the CSB shall implement procedures to satisfy the requirements for a local dispute resolution mechanism for individuals receiving services and to respond to complaints from individuals receiving services, family members, advocates, or other stakeholders as expeditiously as possible in a manner that seeks to achieve a satisfactory resolution and advises the complainant of any decision and the reason for it.

The CSB shall acknowledge complaints that the Department refers to it within five (5) business days of receipt and provide follow up commentary on them to the Department within 10 business days of receipt. The CSB shall post copies of its procedures in its public spaces and on its web site, provide copies to all individuals when they are admitted for services, and provide a copy to the Department upon request.

E. Quality of Care

1. **Department CSB Performance Measures:** CSB staff shall monitor the CSB's outcome and performance measures in Exhibit B, identify and implement actions to improve its ranking on any measure on which it is below the benchmark, and present reports on the measures and actions at least quarterly during scheduled meetings of the CSB board of directors.
2. **Quality Improvement and Risk Management:** The CSB shall develop, implement, and maintain a quality improvement plan, itself or in affiliation with other CSB, to improve services, ensure that services are provided in accordance with current acceptable professional practices, and address areas of risk and perceived risks. The quality improvement plan shall be reviewed annually and updated at least every four years.
    a. The CSB shall develop, implement, and maintain, itself or in affiliation with other CSB, a risk management plan or participate in a local government's risk management plan. The CSB shall work with the Department to identify how the CSB will address quality improvement activities.
    b. The CSB shall implement, in collaboration with other CSB in its region, the state hospital(s) and training centers serving its region, and private providers involved with the public mental health, developmental, and substance use disorder services system, regional utilization management procedures and practices.
3. **Critical Incidents:** The CSB shall implement procedures to ensure that the executive director is

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informed of any deaths, serious injuries, or allegations of abuse or neglect as defined in the Department's Licensing (12VAC35-105-20) and Human Rights (12VAC35-115-30) Regulations when they are reported to the Department. The CSB shall provide a copy of its procedures to the Department upon request.

F. Reporting Requirements and Data Quality

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

   a. **Measures**: Pursuant to § 37.2-508 or § 37.2-608 of the Code, the CSB shall report the data for individual outcome and CSB provider performance measures in Exhibit B of this contract to the Department.

   b. **Individual CSB Performance Measures**: The Department may negotiate specific, time-limited measures with the CSB to address identified performance concerns or issues. The measures shall be included as Exhibit D of this contract.

   c. **Individual Satisfaction Survey**: Pursuant to § 37.2-508 or § 37.2-608 of the Code, the CSB shall participate in the Annual Survey of Individuals Receiving MH and SUD Outpatient Services, the Annual Youth Services Survey for Families (i.e., Child MH survey), and the annual QSRs and the NCI Survey for individuals covered by the DOJ Settlement Agreement.

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

3. **Reporting Requirements**
   For purposes of reporting to the Department, the CSB shall comply with State Board Policy 1030 and shall:

   a. Provide monthly Community Consumer Submission (CCS) extracts that report individual characteristic and service data to the Department, as required by § 37.2- 508 or § 37.2-608 of the Code, the federal Substance Abuse and Mental Health Services Administration, and Part C of Title XIX of the Public Health Services Act - Block Grants, § 1943 (a) (3) and § 1971 and § 1949, as amended by Public Law 106- 310, and as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (a) (1) and (d) of the HIPAA regulations and §32.1-127.1:03.D (6) of the Code, and as defined in the current CCS Extract Specifications, including the current Business Rules.

   b. Follow the current Core Services Taxonomy and CCS Extract Specifications, when responding to reporting requirements established by the Department.

   c. Complete the National Survey of Substance Abuse Treatment Services (N-SSATS) annually that is used to compile and update the National Directory of Drug and Alcohol Abuse Treatment Programs and the on-line Substance Abuse Treatment Facility Locator.

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

   e. Report service data on substance abuse prevention and mental health promotion services provided by the CSB that are supported wholly or in part by the SABG set aside for prevention services through the prevention data system planned and implemented by the Department in collaboration

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with the VACSB DMC, but report funding, expenditure, and cost data on these services through CARS); and report service, funding, expenditure, and cost data on any other mental health promotion services through CCS Extract and CARS.

f. Report data and information required by the current Appropriation Act.

g. Report data identified collaboratively by the Department and the CSB working through the VACSB DMC.

4. **Routine Reporting Requirements**

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

a. types and service capacities of services provided, costs for services provided, and funds received by source and amount and expenses paid by program area and for emergency and ancillary services semi-annually in CARS, and state and federal block grant funds expended by service category with the end-of-the-fiscal year CARS report;

b. demographic characteristics of individuals receiving services and types and amounts of services provided to each individual monthly through the current CCS;

c. Federal Balance Report;

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

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

f. other reporting requirements in the current CCS Extract Specifications.

5. **Subsequent Reporting Requirements**

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

6. **Data Elements**

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

7. **Streamlining Reporting Requirements**

The CSB shall work with the Department through the VACSB DMC to review existing reporting requirements including the current CCS Extract to determine if they are still necessary and, if they are, to streamline and reduce the number of portals through which those reporting requirements are submitted as much as possible; to ensure reporting requirements are consistent with the current CCS

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Extract Specifications and Core Services Taxonomy; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.

8. **Data Quality**
   The CSB shall review data quality reports from the Department on the completeness and validity of its CCS Extract data to improve data quality and integrity. When requested by the Department, the CSB executive director shall develop and submit a plan of correction to remedy persistent deficiencies in the CSB's CCS Extract submissions and, upon approval of the Department, shall implement the plan of correction.

9. **Providing Information**
   The CSB shall provide any information requested by the Department that is related to the services, funds, or expenditures in this contract or the performance of or compliance with this contract in a timely manner, considering the type, amount, and availability of information requested. Provision of information shall comply with applicable laws and regulations governing confidentiality, privacy, and security of information regarding individuals receiving services from the CSB.

10. **Reviews**
    The CSB shall participate in the periodic, comprehensive administrative and financial review of the CSB conducted by the Department to evaluate the CSB's compliance with requirements in the contract and CSB Administrative Requirements and the CSB's performance. The CSB shall address recommendations in the review report by the dates specified in the report or those recommendations may be incorporated in an Exhibit D.

11. Subcontracting

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

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

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

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

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

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in which the subcontractor will be compensated, including payment time frames. Subcontracts shall not contain provisions that require a subcontractor to make payments or contributions to the CSB as a condition of doing business with the CSB.

B. Subcontractor Compliance

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

1. The CSB shall require that any agency, organization, or person with which it intends to subcontract services that are included in this contract is fully qualified and possesses and maintains current all necessary licenses or certifications from the Department and other applicable regulatory entities before it enters into the subcontract and places individuals in the subcontracted service.

2. The CSB shall require all subcontractors that provide services to individuals and are licensed by the Department to maintain compliance with the Human Rights Regulations adopted by the State Board.

3. The CSB shall, to the greatest extent practicable, require all other subcontractors that provide services purchased by the CSB for individuals and are not licensed by the Department to develop and implement policies and procedures that comply with the CSB's human rights policies and procedures or to allow the CSB to handle allegations of human rights violations on behalf of individuals served by the CSB who are receiving services from such subcontractors. When it funds providers such as family members, neighbors, individuals receiving services, or others to serve individuals, the CSB may comply with these requirements on behalf of those providers, if both parties agree.

C. Subcontractor Dispute Resolution

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

D. Quality Improvement Activities

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

12. Compliance with Laws

CSB shall comply with all applicable federal, state, and local laws and regulations to include, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the Virginia Health Records Privacy Act, 42 C.F.R. Part 2, the 21st Century Cures Act, and the HITECH Act. If any laws or regulations that become effective after the execution date of this contract substantially change the nature and conditions of this contract, they shall be binding upon the parties, but the parties retain the right to exercise any remedies available to them by law or other provisions of this contract.

A. HIPAA

1. The Parties shall comply with HIPAA and the regulations promulgated thereunder by their compliance dates, except where 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.
2. The CSB shall execute, in accordance with HIPAA, a Business Associate Agreement (BAA) initiated by and with the Department governing the use, disclosure, and safeguarding of any HIPAA- or 42 CFR

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Part 2- protected health information (PHI), personally identifiable information (PII), and other confidential data that it exchanges with the Department and its state facilities that is not covered by Section 10.F.3.a. to ensure the privacy and security of sensitive data. Additionally, the CSB shall enter into BAAs with vendors providing data platform, exchange, or other services/solutions to implement the Performance Contract, including those under contract with DBHDS and the Commonwealth, and DBHDS shall provide such support to the CSB as may be necessary to facilitate the CSB's entering into those agreements.

3. The Parties shall ensure sensitive data, including HIPAA-PHI, PII, and other confidential data, exchanged electronically with the Department, its state hospitals and training centers, other CSBs, other providers, regional or persons meets the requirements in the Federal Information Processing Standards (FIPS) 140-2 standard and is encrypted using a method supported by the Department and CSB.
4. To ensure the privacy and security of PHI, PII, and other confidential data and as necessary to comply with HIPAA, each Party shall execute a BAA with any person or entity, other than the party's workforce, who performs functions or activities on behalf of, or provides certain services to, the Party that involve access by the person or entity to PHI, PII, or other confidential data.
5. The CSB shall execute a BAA with the Department's authorized business associate for the access of PHI, PII, and other confidential data that the CSB may be required to provide to the Department's business associate to ensure the privacy and security of sensitive data.

B. Employment Anti-Discrimination

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

C. Service Delivery Anti-Discrimination

1. The CSB shall conform to the applicable provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Virginians with Disabilities Act, the Civil Rights Act of 1991, regulations issued by the U.S. Department of Health and Human Services pursuant thereto, other applicable statutes and regulations, and as further stated below.
2. Services operated or funded by the CSB have been and will continue to be operated in such a manner that no person will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under such services on the grounds of race, religion, color, national origin, age, gender, or disability.
3. The CSB and its direct and contractual services will include these assurances in their services policies and practices and will post suitable notices of these assurances at each of their facilities in areas accessible to individuals receiving services.

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4. The CSB will periodically review its operating procedures and practices to ensure continued conformance with applicable statutes, regulations, and orders related to non- discrimination in service delivery.

D. General State Requirements

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

E. Conflict of Interests

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

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

F. Freedom of Information

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

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

G. Protection of Individuals Receiving Services

1. **Human Rights**

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

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

2. **Disputes**

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

H. Licensing

The CSB shall comply with the *Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services.* The CSB shall establish a system to ensure ongoing compliance with applicable licensing regulations. CSB staff shall provide copies of the results of licensing

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reviews, including scheduled reviews, unannounced visits, and complaint investigations, to all members of the CSB board of directors in a timely manner and shall discuss the results at a regularly scheduled board meeting. The CSB shall adhere to any licensing guidance documents published by the Department.

13. Department Responsibilities

A. Program and Service Reviews

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

B. State Facility Services

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

C. Quality of Care

The Department in collaboration with the VACSB Data Management and Quality Leadership Committees

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

D. Department CSB Performance Measures Data Dashboard

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

E. Utilization Management

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

F. Human Rights

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

G. Licensing

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

H. Peer Review Process

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

I. Electronic Health Record (EHR)

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

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J. Reviews

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

K. Reporting and Data Quality Requirements

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

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

L. Community Consumer Submission

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

1. The Department will receive and use individual characteristic and service data disclosed by the CSB through CCS Extract as permitted under 45 CFR§§ 164.506 (c) (1) and (3) and 164.512 (a) (1) of the HIPAA regulations and § 32.1- 127.1:03.D (6) of the Code and shall implement procedures to protect the confidentiality of this information pursuant to § 37.2-504 or § 37.2-605 of the Code and HIPAA.

2. The Department shall follow the user acceptance testing process described in Addendum I Administrative Requirements and Processes and Procedures for new CCS Extract releases.

M. Data Elements

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

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

N. Streamlining Reporting Requirements

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

O. Data Quality

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

P. Surveys

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

Q. Communication

1. The Department shall provide technical assistance and written notification to the CSB regarding changes in funding source requirements, such as regulations, policies, procedures, and interpretations, to the extent that those changes are known to the Department.

2. The Department shall resolve, to the extent practicable, inconsistencies in state agency requirements that affect requirements in this contract.

3. The Department shall provide any information requested by the CSB that is related to performance of or compliance with this contract in a timely manner, considering the type, amount, and availability of the information requested.

4. The Department shall issue new or revised policy, procedure, and guidance documents affecting CSB via letters, memoranda or emails from the Commissioner, Deputy Commissioner, or applicable Assistant Commissioner to CSB executive directors and other applicable CSB staff and post these documents in an easily accessible place on its web site within 10 business days of the date on which the documents are issued via letters, memoranda, or emails.

R. Department Comments or Recommendations on CSB Operations or Performance

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

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CSB board members as they respond formally to the Department about these issues or concerns.

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

14. Compliance and Dispute Resolution

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

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

A. Disputes

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

B. Dispute Resolution Process

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

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

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indicating that he has no interest in the dispute.

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

C. Remediation Process

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

1. Describe the situation or condition, such as a pattern of failing to achieve a satisfactory level of performance on a significant number of major outcome or performance measures in the contract, that if unresolved could result in termination of all or a portion of the contract;

2. Require implementation of a plan of correction with specific actions and timeframes approved by the Department to address the situation or condition; and

3. Include the performance measures that will document a satisfactory resolution of the situation or condition.

4. If the CSB does not implement the plan of correction successfully within the approved timeframes, the Department, as a condition of continuing to fund the CSB, may request changes in the management and operation of the CSB's services linked to those actions and measures to obtain acceptable performance. These changes may include realignment or re-distribution of state-controlled resources or restructuring the staffing or operations of those services. The Department shall review and approve any changes before their implementation. Any changes shall include mechanisms to monitor and evaluate their execution and effectiveness.

15. Liability

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

16. Severability

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

17. Counterparts and Electronic Signatures

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

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18. Signatures

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

VIRGINIA DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES

By: _____

Name: **Nelson Smith**

Title: Commissioner

Date: _____

Cumberland Mountain Community Services Board

By: _____

Name: Cathy McClanahan

Title: Chairperson

Date: _____

By: _____

Name: **Mary Cole**

Title: Executive Director

Date: _____

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19. Exhibit L: List of Acronyms

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

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FY XXXX AND FY XXXX COMMUNITY SERVICES PERFORMANCE CONTRACT

FY XXXX Exhibit A: Resources and Services

This is a sample template of the Exhibit A submitted to the Department by the CSB electronically using the CARS software application.

CSB: _____

Consolidated Budget (Pages AF-3 Through AF-10)				
Funding Sources	**Mental Health (MH) Services**	**Developmental (DV) Services**	**Substance Use Disorder (SUD) Services**	**TOTAL**
State Funds				
Local Matching Funds				
Total Fees				
Transfer Fees (In)/Out				
Federal Funds				
Other Funds				
State Retained Earnings				
Federal Retained Earnings				
Other Retained Earnings				
Subtotal: Ongoing Funds				
State Funds One-Time				
Federal Funds One-Time				
Subtotal: One-Time Funds				
Total: All Funds				

Cost for MH, DV, SUD Services				
	Cost for Emergency Services (AP-4)			
	Cost for Ancillary Services (AP-4)			
	Total Cost for Services			

Local Match Computation	
Total State Funds	
Total Local Matching Funds	
Total State and Local Funds	
Total Local Match Percentage (Local ÷ Total State + Local Funds)	

CSB Administrative Percentage	
Administrative Expenses	
Total Cost for Services	
Administrative Percentage (Admin ÷ Total Expenses)	

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FY XXXX Exhibit A: Resources and Services

CSB:_____

Financial Comments

Comment 1	
Comment 2	
Comment 3	
Comment 4	
Comment 5	
Comment 6	
Comment 7	
Comment 8	
Comment 9	
Comment 10	
Comment 11	
Comment 12	
Comment 13	
Comment 14	
Comment 15	
Comment 16	
Comment 17	
Comment 18	
Comment 19	
Comment 20	
Comment 21	
Comment 22	
Comment 23	
Comment 24	
Comment 25	

Use of Retained Earnings

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FY XXXX Exhibit A: Resources and Services for Mental Health (MH) Services

CSB: _____

Funding Sources	Funds
FEES	
MH Medicaid Fees	
MH Fees: Other	
Total MH Fees	
MH Fees Transfer In/(Out)	
MH NET FEES	
FEDERAL FUNDS	
MH FBG SED Child & Adolescent (93.958)*	
MH FBG Young Adult SMI (93.958)*	
MH FBG Crisis Services (93.958)*	
MH FBG SMI (93.958)*	
MH FBG SMI PACT (93.958)*	
MH FBG SMI SWVBH Board (93.958)*	
Total MH FBG SMI Funds*	
MH FBG Geriatrics (93.958)*	
MH FBG Peer Services (93.958)*	_____
Total MH FBG Adult Funds*	
MH Federal PATH (93.150)*	
MH Federal COVID Emergency Grant (93.665)*	
MH Other Federal - DBHDS*	
MH Other Federal – COVID Support*	
MH Other Federal - CSB*	_____
TOTAL MH FEDERAL FUNDS	
STATE FUNDS	
Regional Funds	
MH Acute Care (Fiscal Agent)*[1]	
MH Acute Care Transfer In/(Out)	_____
Total Net MH Acute Care - Restricted	
MH Regional DAP (Fiscal Agent)*[1]	
MH Regional DAP Transfer In/ (Out)	_____
Total Net MH Regional DAP - Restricted MH	
MH Regional Residential DAP - Restricted	
MH Crisis Stabilization (Fiscal Agent)*[1]	
MH Crisis Stabilization Transfer In/(Out)	_____
Total Net MH Crisis Stabilization – Restricted	
MH Transfers from DBHDS Facilities (Fiscal Agent)*	
MH Transfers from DBHDS Facilities - Transfer In/(Out)	_____
Total Net MH Transfers from DBHDS Facilities	
MH Expanded Community Capacity (Fiscal Agent)*	
MH Expanded Community Capacity Transfer In/(Out)	
Total Net MH Expanded Community Capacity	
MH First Aid and Suicide Prevention (Fiscal Agent)*	
MH First Aid and Suicide Prevention Transfer In/(Out)	

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Total Net MH First Aid and Suicide Prevention

MH STEP-VA Outpatient (Fiscal Agent)*
MH STEP-VA Outpatient Transfer In/(Out)
Total Net MH STEP-VA Outpatient

MH STEP-VA Crisis (Fiscal Agent)*
MH STEP-VA Crisis Transfer In/(Out)
Total Net MH STEP-VA Crisis

MH STEP-VA Clinician's Crisis Dispatch (Fiscal Agent)*
MH STEP-VA Clinician's Crisis Dispatch Transfer In/(Out)
Total Net MH STEP-VA Clinician's Crisis Dispatch

MH STEP-VA Peer Support (Fiscal Agent)*
MH STEP-VA Peer Support Transfer In/(Out)
Total Net MH STEP-VA Peer Support

MH STEP-VA Veteran's Services (Fiscal Agent)*
MH STEP-VA Veteran's Services Transfer In/(Out)
Total Net MH STEP-VA Veteran's Services

MH Forensic Discharge Planning (Fiscal Agent)*
MH Forensic Discharge Planning Transfer In/(Out)
Total Net MH Forensic Discharge Planning

MH Permanent Supportive Housing (Fiscal Agent)*
MH Permanent Supportive Housing Transfer In/(Out)
Total Net MH Permanent Supportive Housing

MH Recovery (Fiscal Agent) ‡
MH Other Merged Regional Funds (Fiscal Agent) ‡
MH State Regional Deaf Services (Fiscal Agent) ‡
MH Total Regional Transfer In/(Out) _____
Total Net MH Unrestricted Regional Funds _____
Total Net MH Regional State Funds
Children's State Funds
MH Child & Adolescent Services Initiative*
MH Children's Outpatient Services*
MH Juvenile Detention* _____
Total MH Restricted Children's Funds
MH State Children's Services‡
MH Demo Project - System of Care (Child) ‡ _____
Total MH Unrestricted Children's Funds
MH Crisis Response & Child Psychiatry (Fiscal Agent)*
MH Crisis Response & Child Psychiatry Transfer In/(Out) _____
Total Net MH Crisis Response & Child Psychiatry _____
Total MH Children's State Funds (Restricted)

Other State Funds

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MH Law Reform*
MH Pharmacy - Medication Supports*
MH Jail Diversion Services*
MH Rural Jail Diversion*
MH Docket Pilot JMHCP Match*
MH Adult Outpatient Competency Restoration Services*
MH CIT Assessment Sites*
MH Expand Telepsychiatry Capacity*
MH PACT*
MH PACT Forensic Enhancement*
MH Gero-Psychiatric Services*
MH Step-VA – SDA, Primary Care Screening, and Ancillary Services*
MH Young Adult SMI*

Total MH Restricted Other State Funds
MH State Funds‡
MH State NGRI Funds‡
MH Geriatric Services‡
Total MH Unrestricted Other State Funds
Total MH Other State Funds
TOTAL MH STATE FUNDS

OTHER FUNDS
MH Other Funds*
MH Federal Retained Earnings*
MH State Retained Earnings*
MH State Retained Earnings - Regional Programs*
MH Other Retained Earnings*
TOTAL MH OTHER FUNDS

LOCAL MATCHING FUNDS
MH Local Government Appropriations‡
MH Philanthropic Cash Contributions‡
MH In-Kind Contributions‡
MH Local Interest Revenue‡
TOTAL MH LOCAL MATCHING FUNDS
TOTAL MH FUNDS

ONE-TIME FUNDS
MH FBG SMI (93.958)*
MH FBG SED Child & Adolescent (93.958)*
MH FBG Peer Services (93.958) *
MH State Funds
MH One-Time Restricted State Funds*
TOTAL MH ONE-TIME FUNDS

TOTAL MH ALL FUNDS

1 MH acute care (LIPOS), regional DAP, and crisis stabilization funds are restricted, but each type of funds can be used for the other purposes in certain situations approved by the Department.

* These funds are restricted and expenditures of them are tracked and reported separately.

‡ These are unrestricted funds; expenditures are reported as a sum for all of the lines within the overall funding category.

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FY XXXX Exhibit A: Resources and Services for Developmental (DV) Services

CSB: _____

Funding	Funds
FEES	
DV Medicaid DD Waiver Fees	
DV Other Medicaid Fees	
DV Medicaid ICF/IDD Fees	
DV Fees: Other	_____
Total DV Fees	
DV Fees Transfer In/(Out)	_____
DV NET FEES	
FEDERAL FUNDS	
DV Other Federal - DBHDS*	
DV Other Federal – COVID Support*	
DV Other Federal - CSB*	
	_____
TOTAL DV FEDERAL FUNDS	
STATE FUNDS	
DV State Funds‡	
DV OBRA Funds‡	_____
Total DV Unrestricted State Funds	
DV Trust Fund*	
DV Rental Subsidies*	
DV Guardianship Funding*	
DV Crisis Stabilization (Fiscal Agent)*	
DV Crisis Stabilization Transfer In/(Out)	_____
Total Net DV Crisis Stabilization*	
DV Crisis Stabilization - Children (Fiscal Agent)*	
DV Crisis Stabilization - Children Transfer In/(Out)	_____
Total Net DV Crisis Stabilization - Children	_____
DV Transfers from DBHDS Facilities (Fiscal Agent)*	
DV Transfers from DBHDS Facilities - Transfer In/(Out)	_____
Total Net DV Transfers from DBHDS Facilities	_____
Total DV Restricted State Funds	
TOTAL DV STATE FUNDS	
OTHER FUNDS	
DV Workshop Sales*	
DV Other Funds*	
DV State Retained Earnings*	
DV State Retained Earnings - Regional Programs*	
DV Other Retained Earnings*	_____
TOTAL DV OTHER FUNDS	
LOCAL MATCHING FUNDS	
DV Local Government Appropriations‡	
DV Philanthropic Cash Contributions‡	
DV In-Kind Contributions‡	
DV Local Interest Revenue‡	_____
TOTAL DV LOCAL MATCHING FUNDS	_____
TOTAL DV FUNDS	

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ONE-TIME FUNDS
DV State Funds
DV One-Time Restricted State Funds* _____
TOTAL DV ONE-TIME FUNDS _____
TOTAL DV ALL FUNDS

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* These funds are restricted and expenditures of them are tracked and reported separately.

‡ These are unrestricted funds; expenditures are reported as a sum for all of the lines within the overall funding category.

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FY XXXX Exhibit A: Resources and Services for Substance Use Disorder (SUD) Services

CSB: _____

Funding Sources	Funds
FEES	
SUD Medicaid Fees	
SUD Fees: Other	
Total SUD Fees	
SUD Fees Transfer In/(Out)	
SUD NET FEES	
FEDERAL FUNDS	
SUD FBG Alcohol/Drug Treatment (93.959) *	
SUD FBG SARPOS (93.959) *	
SUD FBG Jail Services (93.959) *	
SUD FBG Co-Occurring (93.959) *	
SUD FBG New Directions (93.959) *	
SUD FBG Recovery (93.959) *	
SUD FBG Medically Assisted Treatment (93.959) *	_____
Total SUD FBG Alcohol/Drug Treatment Funds	
SUD FBG Women (Includes LINK at 6 CSBs) (93.959)*	_____
Total SUD FBG Women Funds	
SUD FBG Prevention (93.959) *	
SUD FBG Prevention Family Wellness (93.959) *	_____
Total SUD FBG Prevention Funds	
SUD Federal COVID Emergency Grant (93.665)*	
SUD Federal YSAT – Implementation (93.243)*	
SUD Federal Opioid Response Recovery (93.788)*	
SUD Federal Opioid Response Prevention (93.788)*	
SUD Federal Opioid Response Treatment (93.788)*	
Total SUD Federal Opioid Response (93.788)*	
SUD Other Federal - DBHDS*	
SUD Other Federal – COVID Support*	
SUD Other Federal - CSB*	_____
FEDERAL FUNDS	**TOTAL SUD**
STATE FUNDS	
Regional Funds	
SUD Facility Reinvestment (Fiscal Agent)*	
SUD Facility Reinvestment Transfer In/(Out)	_____
Total Net SUD Facility Reinvestment Funds	
SUD Transfers from DBHDS Facilities (Fiscal Agent)*	

SUD Transfers from DBHDS Facilities – Transfer In/(Out)	_____
Total Net SUD Transfers from DBHDS Facilities	
SUD Community Detoxification (Fiscal Agent)*	

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FY XXXX Exhibit A: Resources and Services for Substance Use Disorder (SUD) Services

CSB: _____

Funding Sources	Funds
SUD Community Detoxification Transfer In/(Out)	
Total Net SUD Community Detoxification	
SUD STEP-VA (Fiscal Agent)*	
SUD STEP-VA Transfer In/(Out)	
Total Net SUD STEP-VA	
Total Net SUD Regional State Funds	
Other State Funds	
SUD Women (Includes LINK - 4 CSBs)*	
SUD MAT - Medically Assisted Treatment*	
SUD Permanent Supportive Housing Women*	
SUD SARPOS*	
SUD Recovery*	
Total SUD Restricted Other State Funds	
SUD State Funds‡	
SUD Region V Residential‡	
SUD Jail Services/Juvenile Detention‡	
SUD HIV/AIDS‡	
Total SUD Unrestricted Other State Funds	
Total SUD Other State Funds	
TOTAL SUD STATE FUNDS	
OTHER FUNDS	
SUD Other Funds*	
SUD Federal Retained Earnings*	
SUD State Retained Earnings*	
SUD State Retained Earnings - Regional Programs*	
SUD Other Retained Earnings*	
TOTAL SUD OTHER FUNDS	
LOCAL MATCHING FUNDS	
SUD Local Government Appropriations‡	
SUD Philanthropic Cash Contributions‡	
SUD In-Kind Contributions‡	
SUD Local Interest Revenue‡	
TOTAL SUD LOCAL MATCHING FUNDS	
TOTAL SUD FUNDS	

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FY XXXX Exhibit A: Resources and Services for Substance Use Disorder (SUD) Services

CSB: _____

Funding Sources	Funds
ONE-TIME FUNDS	
SUD FBG Alcohol/Drug Treatment (93.959)*	
SUD FBG Women (includes LINK - 6 CSBs) (93.959)*	
SUD FBG Prevention (93.959)*	
SUD FBG Recovery (93.959)*	
SUD State Funds	
SUD One-Time Restricted State Funds*	_____
TOTAL SUD ONE-TIME FUNDS	_____
TOTAL SUD ALL FUNDS	

SAMPLE DOCUMENT

* These funds are restricted and expenditures of them are tracked and reported separately.

‡ These are unrestricted funds; expenditures are reported as a sum for all of the lines within the overall funding category.

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FY XXXX Exhibit A: Resources and Services

Local Government Tax Appropriations

City or County	Tax Appropriation
Total Local Government Tax Funds	

Reconciliation of Projected Resources and Services Costs by Program Area CSB:

	MH Services	DV Services	SUD Services	Emergency Services	Ancillary Services	Total
Total All Funds (Page AF-1)						
Cost for MH, DV, SUD, Emergency, and Ancillary Services (Page AF-1)						
Difference						

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Difference results from Explanation of Other in Table Above

Other:

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FY XXXX Exhibit A: Resources and Services

CSB 100 Mental Health Services

Form 11: Mental Health (MH) Services Program Area (100)			
Services	**Projected Service Capacity**	**Projected Numbers of Individuals Receiving Services**	**Projected Total Service Costs**
250 Acute Psychiatric Inpatient Services	Beds		
310 Outpatient Services	FTEs		
312 Medical Services	FTEs		
350 Assertive Community Treatment	FTEs		
320 Case Management Services	FTEs		
410 Day Treatment or Partial Hospitalization	Slots		
420 Ambulatory Crisis Stabilization Services	Slots		
425 Mental Health Rehabilitation	Slots		
430 Sheltered Employment	Slots		
465 Group Supported Employment	Slots		
460 Individual Supported Employment	FTEs		
501 MH Highly Intensive Residential Services (MH Residential Treatment Centers)	Beds		
510 Residential Crisis Stabilization Services	Beds		
521 Intensive Residential Services	Beds		
551 Supervised Residential Services	Beds		
581 Supportive Residential Services	FTEs		
610 Prevention Services	FTEs		
Totals			

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

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FY XXXX Exhibit A: Resources and Services

CSB 200 Developmental Services

Form 21: Developmental (DV) Services Program Area (200)			
Services	**Projected Service Capacity**	**Projected Numbers of Individuals Receiving Services**	**Projected Total Service Costs**
310 Outpatient Services	FTEs		
312 Medical Services	FTEs		
320 Case Management Services	FTES		
420 Ambulatory Crisis Stabilization Services	Slots		
425 Developmental Habilitation	Slots		
430 Sheltered Employment	Slots		
465 Group Supported Employment	Slots		
460 Individual Supported Employment	FTEs		
501 Highly Intensive Residential Services (Community-Based ICF/IDD Services)	Beds		
510 Residential Crisis Stabilization Services	Beds		
521 Intensive Residential Services	Beds		
551 Supervised Residential Services	Beds		
581 Supportive Residential Services	FTEs		
610 Prevention Services	FTEs		
Totals			

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FY XXXX Exhibit A: Resources and Services

CSB 300 Substance Use Disorder Services

Form 31: Substance Use Disorder (SUD) Services Program Area (300)			
Services	**Projected Service Capacity**	**Projected Numbers of Individuals Receiving Services**	**Projected Total Service Costs**
250 Acute Substance Use Disorder Inpatient Services	Beds		
260 Community-Based Substance Use Disorder Medical Detoxification Inpatient Services	Beds		
310 Outpatient Services	FTEs		
312 Medical Services	FTEs		
313 Intensive Outpatient Services	FTEs		
335 Medication Assisted Treatment	FTEs		
320 Case Management Services	FTEs		
410 Day Treatment or Partial Hospitalization	Slots		
420 Ambulatory Crisis Stabilization Services	Slots		
425 Substance Use Disorder Rehabilitation	Slots		
430 Sheltered Employment	Slots		
465 Group Supported Employment	Slots		
460 Individual Supported Employment	FTEs		
501 Highly Intensive Residential Services (Medically Managed Withdrawal Services)	Beds		
510 Residential Crisis Stabilization Services	Beds		
521 Intensive Residential Services	Beds		
551 Supervised Residential Services	Beds		
581 Supportive Residential Services	FTEs		
610 Prevention Services	FTEs		
Totals			

SAMPLE DOCUMENT

FY XXXX Exhibit A: Resources and Services

CSB 400 Emergency and Ancillary Services

Form 01: Emergency and Ancillary Services (400)			
Services	**Projected Service Capacity**	**Projected Numbers of Individuals Receiving Services**	**Projected Total Service Costs**
100 Emergency Services	FTEs		
Ancillary Services			
318 Motivational Treatment Services	FTEs		
390 Consumer Monitoring Services	FTEs		
720 Assessment and Evaluation Services	FTEs		
620 Early Intervention Services	FTEs		
730 Consumer-Run Services			
Ancillary Services Totals			

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EXHIBIT B: FY2024 AND FY2025 COMMUNITY SERVICES BOARD CONTINUOUS QUALITY IMPROVEMENT (CQI) PROCESS FOR BEHAVIORAL HEALTH PERFORMANCE MEASURES

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II. Benchmarks 2
III. Technical Assistance 2
IV. Performance Monitoring 2
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B. Corrective Action Plan (CAP) 3
V. Performance Measures 3
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B. Same Day Access Measures 3
C. SUD Engagement Measure 3
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A. Outpatient Primary Care Screening and Monitoring 4
B. Outpatient Services 4
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EXHIBIT B: FY2024 AND FY2025 COMMUNITY SERVICES BOARD CONTINUOUS QUALITY IMPROVEMENT (CQI) PROCESS FOR BEHAVIORAL HEALTH PERFORMANCE MEASURES

I. Introduction

The Department, the Community Services Boards and Behavioral Health Authority (CSB) are committed to a collaborative continuous quality improvement (CQI) process aimed at improving the quality, transparency, accessibility, consistency, integration, and responsiveness of services across the Commonwealth pursuant to Code §37.2-508(C) and §37.2-608(C). Exhibit B establishes the CQI framework through which CSBs, providing community behavioral health services, and the Department engage in the CQI processes that are established to track progress towards meeting established benchmarks, identify barriers to achievement, and understand and address root causes that impacts progress. For the purposes of this Exhibit, "benchmark" is defined as the measure target for achievement that is established by the Department.

II. Benchmarks

The establishment of benchmarks is a collaborative process with the CSBs and exists as part of the Department's Behavioral Health Measure Development and Review process.

III. Technical Assistance

An opportunity for technical assistance exists when a CSB requires support in meeting an established goal. The following graduated response will be employed to support the CSB to achievement.

Technical Assistance (TA)
For the purposes of this Exhibit, technical assistance (TA) is defined as targeted, collaborative support provided by the Department to CSBs for the purposes of improving performance on the core measures outlined in Section V of this exhibit. The Department may initiate the process for its provision of TA when a CSB's performance does not meet the benchmark. Upon receipt of Department notification of the requirement for CSB participation in TA, the CSB shall respond to the Department within 10 business days to confirm receipt and establish next steps.

Additionally, TA may be requested by the CSB at any time. A CSB may request TA from the Department by completing the Exhibit B TA Request form. The Department shall respond to the CSB request for TA within 10 business days to confirm receipt and establish next steps.

The Department will work to address CSB-raised concerns or identified Department data issues as part of the technical assistance process.

IV. Performance Monitoring

A. Performance Improvement Plan (PIP)

(1) In the event the TA does not result in improvement, the Department and the CSB will work collaboratively to develop a Performance Improvement Plan (PIP). For the purposes of this Exhibit, a PIP is defined as a written, collaborative agreement between the Department and the CSB that identifies specific action steps required to support the CSB in meeting identified benchmarks for core performance measures as outlined in Section V of this exhibit.

(2) A PIP will not be entered into until at least 6 months of TA has been provided in order to allow for the review of at least 2 quarters of data. At a minimum, a PIP will include activities to be completed, timelines for completion of each activity, parties responsible for completion of each activity, and goals that are specific, measurable, achievable, relevant, and timebound (SMART).

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B. Corrective Action Plan (CAP)

In the event PIP implementation does not result in improvement regarding core performance measures pursuant to Section V of this exhibit; the Department may seek other remedies as outlined in the Compliance and Dispute Resolution Process section of the performance contract such as initiating a CAP. For the purpose of this Exhibit, a CAP is defined as a written plan to address noncompliance with identified benchmarks for core performance measures outlined in Section V of this exhibit. The Department may also find it necessary to enter into a CAP with the CSB in circumstances where the severity of the issue(s) is determined to be necessary for a CAP versus a PIP. If the CSB refuses to participate in the TA and/or PIP process, a CAP will be initiated by the Department. If the CSB disagrees with the CAP they shall utilize the Compliance and Dispute Resolution Process of the performance contract.

V. Performance Measures

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

A. Suicide Screening Measure: Percentage of youth (ages 6-17) and adults (age 18 or over) and have a new MH or SUD case open who received a suicide risk assessment completed within 30 days before or 5 days after the case opening.

Benchmark: The CSB shall conduct a Columbia Suicide Severity Rating Scale screening for at least 86 percent of individuals with a new MH or SUD case opening.

B. Same Day Access Measures: Percentage of individuals who received a SDA assessment and were determined to need a follow-up service who are offered an appointment for a service within 10 business days and attend a scheduled follow-up appointment within 30 calendar days.

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

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

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

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

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

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VI. Additional Expectations and Elements Being Monitored

The data elements and expectations of this section were put into place prior to the data quality and benchmarking review process as of March 1, 2022 and are active expectations regarding CSB operations and implementation. The process for technical assistance, performance improvement plans, and corrective action plans as described in Section III and IV of this exhibit does not apply to this section. The Department in collaboration with the VACSB Data Management, Quality Leadership, and VACSB/DBHDS Quality and Outcomes Committees will monitor outcome and performance measures in this section for relevance with the CQI process and propose revisions as needed.

A. Outpatient Primary Care Screening and Monitoring

(1) **Primary Care Screening**

(a) **Measures** - CSB and DBHDS will work together to establish.

(b) **Benchmark** - CSB and DBHDS will work together to establish.

(c) **Outcomes -** To provide yearly primary care screening to identify and provide related care coordination to ensure access to needed physical health care to reduce the number of individuals with serious mental illness (SMI), known to be at higher risk for poor physical health outcomes largely due to unidentified chronic conditions.

(d) **Monitoring-** CSB must report the screen completion and monitoring completion in CCS monthly submission to reviewed by the Department.

B. Outpatient Services

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

(a) **Measures -** Expertise in the treatment of trauma related conditions is to be established through training.

(b) **Benchmark -** CSB should provide a minimum for outpatient behavioral healthcare providers of 8 hours of trauma focused training in treatment modalities to serve adults, children/adolescents and their families within the first year of employment and 4 hours in each subsequent years or until 40 hours of trauma focused treatment can be demonstrated.

(c) **Monitoring:** Provide training data regarding required trauma training yearly in July when completing evidence-based practice survey.

C. Service Members, Veterans, and Families (SMVF)

(1) **Training**

(a) **Measures -** Percentage of CSB direct services staff who receive military cultural competency training

(b) **Benchmark –** Provided to 100% of CSB staff delivering direct services to the SMVF population within 90 days of hire and every 3 years. Direct services include, but are not limited to, those staff providing crisis, behavioral health outpatient and case management services.

(2) **Presenting for Services**

(a) **Measures -** Health records in all program areas will contain a valid entry for Military Status demographic variable in CCS.

(b) **Benchmark -** 90% of individuals will have a valid entry.

(3) **Referral Destination**

(a) **Measures –** Percentage of SMVF clients served who are given information about referral services to SMVF referral destinations.

(b) **Benchmark -** 70% of SMVF in CSB services will receive information about services offered by Military Treatment Facilities, Veterans Health Administration facilities, and/or

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Virginia Department of Veterans Services; and be supported in being referred at the individual's request.

(4) **Columbia Suicide Severity Rating Scale**

(a) **Measure -** SMVF individuals in CSB services will be screened for suicide risk at intake (and as needed per agency clinical protocols to monitor risk level) utilizing the Columbia Suicide Severity Rating Scale (C-SSRS) brief screen.

(b) **Benchmark -** Conducted for 86% of SMVF individuals beginning in FY23 (July 1, 2022).

(c) **Monitoring -** CSB must report all data through its CCS monthly submission.

D. Peer and Family Support Services

(1) **Peer Support Service units (15-minute increments)**

(a) **Measure**: Total number of Peer Support Service units (15-minute increments) provided will increase annually for individual and group.

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

(2) **Peer FTEs**

(a) **Measure**: Total number of Peer Support Service staff offering peer support services in mental health and/or substance use treatment settings.

(b) **Benchmark**: Year 1 will allow for monitoring and benchmarking.

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

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

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Exhibit C

Regional Discharge Assistance Program (RDAP) Requirements (See Exhibit G)

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Exhibit D: [CSB Name]
Performance Measures for the [PROGRAM/SERVICE NAME]
Contract No. [Contract ID]

This is a sample template of the Exhibit D submitted that the Department may execute with a Community Service Board.

This Agreement is between the Department of Behavioral Health and Developmental Services ("DBHDS" or "Department") and the [CSB Name] ("CSB" or "Subrecipient"), collectively hereinafter referred to as "the Parties". The Parties have entered into this Agreement to govern certain activities and responsibilities required for operating or contracting the [PROGRAM/SERVICE NAME] (the "Program" or "Service"). This Agreement is attached to and made part of the performance contract by reference.

Purpose
[Input the purpose of this funding/program/service. What are we trying to achieve? Be brief – a sentence or two is adequate.]

Term: This Agreement shall govern the performance of the Parties for the period of [START DATE] through [END DATE] ("Period of Performance").

A. Scope of Services: [DESCRIPTION OF THE SERVICES]

B. The CSB Responsibilities: In order to implement the [PROGRAM/SERVICE NAME], the CSB agrees to comply with the following requirements.
1. The CSB shall [DESCRIPTION OF RESPONSIBILITIES]
2. The CSB shall [DESCRIPTION OF RESPONSIBILITIES]
3. The CSB shall [DESCRIPTION OF RESPONSIBILITIES]

[Add/delete lines as needed]

C. The Department Responsibilities: In order to implement the [PROGRAM/SERVICE NAME], the Department agrees to comply with the following requirements.
1. The Department shall [DESCRIPTION OF RESPONSIBILITIES]
2. The Department shall [DESCRIPTION OF RESPONSIBILITIES]
3. The Department shall [DESCRIPTION OF RESPONSIBILITIES]

[Add/delete lines as needed]

D. Payment Terms: The Department shall provide the CSB $[Amount]. [Payment Terms]. [Click HERE for sample language for payment terms. If multiple funding streams are used, each must be explicitly defined. OMS can consult on any details upon request.] The Department may, at its reasonable discretion, modify payment dates or amounts, or terminate this Agreement and will notify the CSB of any such changes in writing.

E. Limitations on Reimbursements: CSB shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the Period of Performance.

F. Grant Information and Closeout Disclosure: For Federal Funds: Get your closeout statement here. Grant blocks are indicated at that link and can be copied from this document.

G. Use of Funds: The CBS may not use the funds provided under this Agreement for any purpose other than as described herein and allowable to carry out the purposes and activities of the Program or Service. In addition, for federal funds, Exhibit F of the Performance Contract contains requirements and regulations for all federal funding that passes through the Department. The CSB agrees that if it does not fully implement this Program as approved or as subsequently modified by agreement of the Parties, the Department shall be able to recover part or all of the disbursed funds.

H. Performance Outcome Measures: [Coming soon: A helpful resource to assist you in developing outcome measures. Until then, list here the deliverables you expect from this program and/or the measurements you'll use to

SAMPLE DOCUMENT

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gauge program success.]

I. Reporting Requirements:
[Input any/all programmatic requirements for progress reporting]
Example: *Submission of a Programmatic Quarterly Report is due no later than the dates as follows:*

1st Report	*January 31, 2017*
2nd Report	*April 30, 2017*
3rd Report	*July 31, 2017*
4th Report	*October 31, 2017*

Please submit your Programmatic Quarterly Report to DGMProgressReports@samhsa.hhs.gov and copy your Program Official. *(HARD COPIES SUBMISSION IS NOT REQUIRED)*

The CSB shall provide data reports as required in CCS 3 and finance reports on the funds provided by the Department as required in CARS pursuant to the Reporting and Data Quality Requirements of the Community Services Performance Contract**.**

J. Monitoring, Review, and Audit: The Department may monitor and review use of the funds, performance of the Program, and compliance with this Agreement, which may include onsite visits to assess the CSB's governance, management and operations, and review relevant financial and other records and materials. In addition, the Department may conduct audits, including onsite audits, at any time during the term of this Agreement.

K. Entire Agreement: This Agreement and any additional or supplementary document(s) incorporated herein by specific reference contain all the terms and conditions agreed upon by the Parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties hereto.

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

M. Conflicts: In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail.

Signatures: In witness thereof, the Department and the CSB have caused this Agreement to be executed by the following duly authorized Parties.

SAMPLE DOCUMENT

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Exhibit D: [CSB Name]
Performance Measures for the [PROGRAM/SERVICE NAME]
Contract No. [Contract ID]

Virginia Department of Behavioral

Health and Developmental Services

By: _____

Name:

Title: Commissioner

Date: _____

[PROGRAM AREA]

By: _____

Name: [PROGRAM DIRECTOR NAME]

Title: [Program Director Title]

Date: _____

[CSB Name]

By: _____

Name:

Title: Chairperson

Date: _____

By: _____

Name: [CSB ED Name]

Title: Executive Director

Date: _____

SAMPLE DOCUMENT

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Exhibit E: FY2024 AND FY2025 Performance Contract Schedule and Process

DUE DATE	DESCRIPTION
5-19-23	1. The Office of Fiscal and Grants Management (OFGM) distributes the Letters of Notification to CSBs with of state and federal block grant funds. **NOTE:** *This is contingent on the implementation of the fiscal year budget as passed by the General Assembly and signed into law by the Governor. The Code of Virginia allows the Governor to make certain adjustments to the Budget. Changes in Federal legislation, inclement weather and uncertain revenue collections, are just a few examples of events that may require adjustments to the budget in order to maintain the balanced budget as required by Virginia's constitution.* 2. The Department distributes the current fiscal year performance contract software through the Community Automated Reporting System (CARS) to CSBs. CSBs must only provide allocations of state and federal funds or amounts subsequently revised by or negotiated and approved by the Department and have actual appropriated amounts of local matching funds.
06-26-23	1. Exhibit A: CSB must complete Table 2 Board Management and Salary Cost and Integrated Behavioral and Primary Health Care Questions through the CARS application. 2. **Payments 1 and 2 for July** are prepared during June and July, the OFGM prepares the electronic data interchange transfers for the first two semi- monthly payments of state and federal for the CSBs. This will include 1/8th of any approved amounts of federal funds that are distributed on a state fiscal year basis. All other federal funds after these disbursements must be invoiced by the CSBs pursuant to the community services performance contract.
07-01-23	1. The current fiscal year performance contract, revisions, or Exhibits D that may be due at this time should be signed and submitted electronically by the CSBs. 2. Local Match: If the CSB has not met or maintained the minimum 10 percent local matching funds requirement at the end of the previous fiscal year, it must submit a written request for a waiver, pursuant to § 37.2-509 of the Code and State Board Policy 4010 and the Minimum Ten Percent Matching Funds Waiver Request Guidelines sent to the OMS performancecontractsupport@dbhds.virginia.gov email address. 3. **Payments 3 and 4 for August** are prepared for transfers during July and August. If the CSB's CARS report data is not complete the payment(s) may not be released until the complete report is received. Once received the payments will be processed and disbursed with the next scheduled payment.
07-15-23	The Department distributes the end of the fiscal year performance contract report through CARS.
07-28-23	Community Consumer Submission (CCS) extract files for June is due from CSBs.
08-19-23	1. CCS extract files for total (annual) CCS service unit data is CSBs submit their complete. The Department will not accept any other corrections to the end of year CCS report after this date. 2. **Payments 5 and 6 for September** are prepared for transfer during August and September.
08-31-23	3. CSBs send complete end of the fiscal year report through the CARS application. 4. The OMS reviews program services sections of the reports for any discrepancies and works with the CSBs to resolves deficiencies. 5. OFGM reviews financial portions of reports for any discrepancies and works with CSBs to resolve deficiencies.

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Exhibit E: FY2024 AND FY2025 Performance Contract Schedule and Process

DUE DATE	DESCRIPTION
9-18-2023	1. **CSBs must resubmit approved revised program and financial reports through the CARS application no later than 09-18-2023. This is the final closeout date. The Department will not accept CARS report corrections after this date.** 2. CSBs submits their July CCS monthly extract files for July. **This is the initial FY 2024 CCS monthly extract files.** 3. **Payments 7 and 8 for October** are prepared for transfer in September and October (October payments). Payments may not be released without receipt of a CSB final end of the fiscal year CCS data.
09-29-23	1. All CSB signed performance contracts and applicable Exhibits D are due to the Department for final signature by the Commissioner pursuant to § 37.2-508 of the Code. 2. 3. **Inaccurate or no submission of reports from 9-18-2023 and/or unsigned performance contracts will be out of compliance and may result in a one- time, one percent reduction not to exceed $15,000 of state funds apportioned for CSB administrative expenses.** 4. CSBs submit their CCS monthly extract files for August.
10-03-23	1. After the Commissioner signs the contracts, a fully executed copy of the performance contract and applicable Exhibits D will be sent to the CSBs electronically by OMS. 2. **Payments 9 and 10 during for November** are prepared in October and November.
10-13-23	CSBs submit Federal Balance Reports to the OFGM.
10-31-23	1. CSBs submit CCS monthly extract files for September. 2. **Payments 11 and 12 for December** are prepared for transfer during November and December (December payments). Payments may not be released without receipt of September CCS submissions and final Federal Balance Reports.
11-30-23	CSBs submit their CCS monthly extract files for October.
12-02-23	1. CSBs that are not local government departments or included in local government audits send one copy of their Certified Public Accountant (CPA) audit reports for the previous fiscal year on all CSB operated programs to the Department's Office of Budget and Financial Reporting (OBFR). 2. CSBs submit a copy of CPA audit reports for all contract programs for their last full fiscal year, ending on June 30th, to the OBFR. For programs with different fiscal years, reports are due three months after the end of the year. 3. The CSBs shall have a management letter and plan of correction for identified material deficiencies which must be sent with these reports. 4. Audit reports for CSBs that are local government departments or are included in local government audits are submitted to the Auditor of Public Accounts (APA) by the local government. 5.
12-29-23	1. **Payment 13 through 16 for January and February** are prepares for transfers during

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DUE DATE	DESCRIPTION
	December. 2. CSBs end of the fiscal year performance contract reports not accurate, incomplete, and/or CCS monthly extracts for October that have not been received, payments may not be released. 3. CCS monthly extract files for November is due from CSB.
01-05-24	The release of the mid-year performance contract report CARS software.
01-31-24	CCS monthly extract files for December is due from CSB.
02-16-24	1. CSBs send complete mid-year performance contract reports and a revised Table 1: Board of Directors Membership Characteristics through the CARS application. 2. **Payment 17 and 18 for March** are prepared for transfer in February. CSBs whose monthly CCS extract for December and CARS reports not received by the end of January, payments may not be released.
02-29-24	CSBs submit their CCS extract files for January. CSBs whose monthly CCS extract files for January were not received by the end of the month, payments may not be released.
03-29-24	1. CSBs submit their CCS extract files for February. 2. **Payments 19 and 20 for April** are prepared for transfer during March. CSBs whose complete mid-year performance contract reports, payments may not be released. 3. CSB must submit their final, complete and accurate mid-year performance contract reports through CARS.
04-30-24	1. CSBs submit their CCS monthly extract files for March by this date. 2. **Payments 21 and 22 for May** are prepared for transfer during April**.** CSBs whose mid-year performance contract reports have not been verified as accurate and internally consistent and the monthly CCS3 extract files for February were not received by the end of the month. Payments may not be released.
05-31-24	1. CSBs submit their CCS monthly extract files for April for CSBs whose monthly CCS extract files for April were received by the end of May. 2. **If April CCS extract files are not received by May 31st, this may delay or even eliminate payment 24 due to time restrictions on when the Department can send transfers to the Department of Accounts for payment 24.** 3. **Payment 23 and 24 for June** are prepared for transfer during May. CSBs whose monthly CCS extract files for March were not received by the end of April, payments may not be released.
06-28-24	CSBs submit their CCS monthly extract files for May.

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

I. Administrative Performance Requirements

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

A. The performance contract and any revisions submitted by the CSB shall be:

1. complete all required information is displayed in the correct places and all required Exhibits, including applicable signature pages, are included;
2. consistent with Letter of Notification allocations or figures subsequently revised by or negotiated with the Department;
3. prepared in accordance with instructions by the Department-
4. received by the due dates listed in this Exhibit E

B. If the CSB does not meet these performance contract requirements, the Department may delay future payments of state and federal funds until satisfactory performance is achieved.

C. Mid-year and end-of-the-fiscal year performance contract reports submitted by the CSB shall be:

1. complete, all required information is displayed in the correct places, all required data are included in the CARS application reports, and any other required information not included in CARS are submitted;
2. consistent with the state and federal grant funds allocations in the Letter of Notification or figures subsequently revised by or negotiated with the Department;
3. prepared in accordance with instructions provided by the Department;
4. (i) all related funding, expense, and cost data are consistent, and correct within a report, and (ii) errors identified are corrected; and
5. received by the due dates listed in this Exhibit

D. If the CSB does not meet these requirements for its mid-year and end-of-the-fiscal year CARS reports, the Department may delay future payments until satisfactory performance is achieved. The Department may impose one-time reductions of state funds apportioned for CSB administrative expenses on a CSB for its failure to meet the requirements in its end-of-the-fiscal year CARS report may have a one percent reduction not to exceed $15,000 unless an extension has been granted by the Department.

E. The CSB shall submit monthly extra files by the end of the month following the month for which the data is extracted in accordance with the CCS Extract Specifications, including the current business rules.

F. If the CSB fails to meet the extract submission requirements in this Exhibit, the Department may delay payments until satisfactory performance is achieved. If the Department has not provided the CCS extract application to the CSB in time for it to transmit its monthly submissions this requirement does not apply.

G. If the Department negotiates a corrective action plan with a CSB because of unacceptable data quality, and the CSB fails to satisfy the requirements by the end of the contract term, the Department may impose a one-time one percent reduction not to exceed a total of $15,000 of state funds apportioned for CSB administrative expenses..

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

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I. Administrative Performance Requirements

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

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

J. Exhibit A Revision Instructions:

1. Revisions of Exhibit A can only be submitted through the CARS application
2. The CSB may revise Exhibit A of its signed contract only in the following circumstances:
    a. A new, previously unavailable category or subcategory of services is implemented;
    b. An existing category or subcategory of services is totally eliminated;
    c. A new program offering an existing category or subcategory of services is implemented;
    d. A program offering an existing category or subcategory of services is eliminated;
    e. New restricted state or federal funds are received to expand an existing service or establish a new one;
    f. State or federal block grant funds are moved among program (mental health, developmental, or substance use disorder) areas or emergency or ancillary services (an exceptional situation);
    g. Allocations of state, federal, or local funds change; or
    h. A major error is discovered in the original contract.

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FY24-25 Community Services Performance Contract
Exhibit F: Federal Grant Compliance Requirements

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I. Background

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

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

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

II. Defined Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Ensure every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward. If any of these data elements change, DBHDS will include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. This information includes:

1. Subrecipient name (which must match the name associated with its unique entity identifier);
2. Subrecipient's unique entity identifier;
3. Federal Award Identification Number (FAIN);
4. Federal Award Date (see § 200.1 and § 75.2 Federal award date) of award to the recipient by the awarding agency;
5. Subaward Period of Performance Start and End Date (Dates within which DBHDS may expend funds);
6. Subaward Budget Period Start and End Date (Dates within which the subrecipient may expend funds from a subaward);
7. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;

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

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

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

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

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

IV. General Federal Grant Requirements for the Department and CSBs

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

A. SAMHSA GRANTS

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

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

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

3. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards**: The NOA issued is subject to the administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75.
4. **Award Expectations:** The eligibility and program requirements originally outlined in the FOA must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as reflected in the FOA and related policy and guidance. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by Substance Abuse and Mental Health Services Administration (SAMHSA). Subrecipient must comply with the Scope of Services of their award.
5. **Flow down of requirements to sub-recipients:** The grantee, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 45 CFR 75.351 – 75.353, Subrecipient monitoring and management.
6. **Risk Assessment:** SAMHSA's Office of Financial Advisory Services (OFAS) may perform an administrative review of the subrecipient organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75 and 2 CFR 200, as applicable. DBHDS reviews and determines the risk associated with its Subrecipient. As part of the risk assessment process, DBHDS may perform an administrative review of the subrecipient's financial management system.
7. **Improper Payments:** Any expenditure by the Subrecipient which is found by auditors, investigators, and other authorized representatives of DBHDS, the Commonwealth of Virginia, the U.S. Department of Health and Human Services, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of the NOA, FOA, or this Exhibit, or involving any fraudulent, deceptive, or misleading representations or activities of the Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by DBHDS for the given program or any other funding agreements between DBHDS and the Subrecipient. This provision shall survive the expiration or termination of the applicable Performance Contract.
8. **Treatment of Property and Equipment:** If the Program permits the Subrecipient or entities that receive funding from the Subrecipient to purchase real property or equipment with grant funds, the Program retains a residual financial interest, enabling the Program to recover the assets or determine final disposition. This will be accomplished on a case-by-case basis, according to the federal grant guidelines applicable to the grant that is funding the service(s) in accordance with 2 CFR 200.33 and 45 CFR 75.2. Equipment is defined in the defined terms section of this Exhibit.
9. **Program Income:** Program income accrued under this grant award must be reported to the Recipient and must be used to further the objectives of the grant project and only for allowable costs.

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10. **Financial Management:** The Subrecipient shall maintain a financial management system and financial records and shall administer funds received in accordance with all applicable federal and state requirements, including without limitation:
    1) the Uniform Guidance, 2 C.F.R. Part 200 and 45 C.F.R. Part 75;
    2) the NOA; and
    3) FOA.

    The Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by DBHDS if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Exhibit.
11. **Audit of Financial Records:** The Subrecipient shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) 2 CFR 200 (Audits of States, Local, Governments and Non-Profit organizations) and 45 CFR 75.500 – 75.521 as applicable. The Subrecipient will, if total Federal funds expended are $750,000 or more a year, have a single or program specific financial statement audit conducted for the annual period in compliance with the General Accounting Office audit standards (45 CFR 75-501(a)).

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

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

    Pursuant to 2 CFR 200.334 and 45 CFR 75.361, the Subrecipient shall retain all books, records, and other relevant documents for three (3) years from the end of the calendar year in which the grant period terminates. In the event that any litigation, claim, or audit is initiated prior to the expiration of the 3-year period, all records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. DBHDS, its authorized agents, and/or federal or state auditors shall have full access to and the right to examine any of said materials during said period.
12. **Accounting Records and Disclosures:** The Subrecipient must maintain records which adequately identify the source and application of funds provided for financially assisted activities, including awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The Subrecipient should expect that the Recipient and SAMHSA may conduct a financial compliance audit and on-site program review of this project as outlined in paragraph (11).
13. **Standards for Documentation of Personnel Expenses:** The Subrecipient shall comply with 2 CFR 200.430 and 45 CFR 75.430 Compensation-Personal Services and 2 CFR 200.431 and 45 CFR 75.431 Compensation-Fringe Benefits as required by the Federal Office of Management and Budget (OMB) Circular 2 CFR 200 (Cost Principles for State, Local and Indian Tribal Government). Per Standards for Documentation of Personnel Expenses 45 CFR 75.430(x)(3) in accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR Part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section (45 CFR 75.430), must also be supported by the appropriate records.

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14. **Non-Supplant:** Federal award funds must supplement, not replace (supplant) nonfederal funds. Applicants or award recipients and Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.
15. **Unallowable Costs:** All costs incurred prior to the award issue date and costs not consistent with the FOA, 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable.
16. **Executive Pay:** The Consolidated Appropriations Act, 2021 (Public Law 116-260), signed into law on December 27, 2020 restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 2, 2022, the salary limitation for Executive Level II is $203,700.
17. **Intent to Utilize Funding to Enter into a Procurement/Contractual Relationship:** If the Subrecipient utilizes any of these funds to contract for any goods or services, the Subrecipient must ensure that the resultant contract complies with the terms of Appendix II, 45 C.F.R. 75 which governs the contractual provisions for non-federal entity contracts under federal awards issued by the Department of Health and Human Services.
18. **Ad Hoc Submissions:** Throughout the project period, SAMHSA or DBHDS may require submission of additional information beyond the standard deliverables. This information may include, but is not limited to the following:
    - Payroll
    - Purchase Orders
    - Contract documentation
    - Proof of Project implementation
19. **Conflicts of Interest Policy:** Subrecipient must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:
    - Address conditions under which outside activities, relationships, or financial interest are proper or improper;
    - Provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official;
    - Include a process for notification and review by the responsible official of potential or actual violations of the standards; and
    - Specify the nature of penalties that may be imposed for violations.
20. **Administrative and National Policy Requirements:** Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/recipient/subrecipient must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, or Executive order. In some cases they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.
21. **Marijuana Restriction:** Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. 75.300(a) (requiring HHS to "ensure that Federal funding is expended in full accordance with U.S. statutory requirements."); 21 U.S.C. § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Agency and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

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22. **Confidentiality of Alcohol and Drug Abuse Patient Records:** The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR Part 2. The recipient and/or subrecipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.
23. **Drug-Free Workplace:** The Subrecipient agrees to 1) provide a drug-free workplace for the Subrecipient's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Suprecipient that the Subrecipient maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
24. **Promotional Items:** Pursuant to 2 CFR 200.421 and 45 CFR 75.421, SAMHSA grant funds may not be used for Promotional Items. Promotional items include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags. HHS Policy on the Use of Appropriated Funds for Promotional Items: https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-promotionalitems/index.html
25. **SAM and DUNS Requirements:** This award is subject to requirements as set forth in 2 CFR 25.310 Appendix A System of Award Management (SAM) and Data Universal Number System (DUNS) numbers. 2 CFR Part 25 - Appendix A4 SAM and Universal Identifier Requirements. This includes the following:
    A. Requirement for SAM: Unless exempted from this requirement under 2 CFR 25.110, the Subrecipient must maintain its information in SAM, until the end of the calendar year in which the grant(s) from which funding is received expire. The information must be reviewed and updated at least annually after the initial registration, and more frequently if required by changes in the information or the addition of another award term.
    B. Requirement for Unique Entity Identifier (UEI) if you are authorized to make subawards under this award, you:
        1. Must notify potential Subrecipient that no governmental organization, foreign public entity, domestic or foreign nonprofit organization, or Federal agency serving as a subrecipient may receive a subaward unless the entity has provided its UEI; and
        2. May not make a subaward to a governmental organization, foreign public entity, domestic or reign nonprofit organization, or Federal agency serving as a subrecipient, unless the entity has provided its UEI.
26. **Acknowledgement of Federal Funding in Communications and Contracting:** As required by HHS appropriations acts, all HHS recipients and Subrecipient must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients and Subrecipient are required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.
27. **Acknowledgement of Federal Funding at Conferences and Meetings:** Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that

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conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award. The HHS awarding agency may authorize exceptions where appropriate for programs including Indian tribes, children, and the elderly. See also 45 CFR 75.438, 75.456, 75.474, and 75.475.

When a conference is funded by a grant or cooperative agreement, the recipient and/or subrecipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites):

Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Conference materials and other publications must include language that conveys the following:

a. The publication, event or conference was funded [in part or in whole] by SAMHSA Grant (Enter Grant Number from the appropriate federal NOA that was sent out to your CSB);
b. The views expressed in written materials or by conference speakers and moderators do not necessarily reflect the official policies of the U.S. Department of Health and Human Services or the Executive Branch of the Commonwealth of Virginia;
c. Mention of trade names, commercial practices or organizations does not imply endorsement by the U.S. Government or the Commonwealth of Virginia.

28. **Mandatory Disclosures:** Consistent with 2 CFR 200.113 and 45 CFR 75.113, the Subrecipient must disclose in a timely manner, in writing to the HHS Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, waste, abuse, or gratuity violations potentially affecting the Federal award. Subrecipient must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

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

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

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

29. **Lobbying Restrictions:** Pursuant to 2 CFR 200.450 and 45 CFR 75.450, no portion of these funds may be used to engage in activities that are intended to support or defeat the enactment of legislation before the Congress or Virginia General Assembly, or any local legislative body, or to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any federal, state or local government, except in presentation to the executive branch of any

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State or local government itself. No portion of these funds can be used to support any personnel engaged in these activities. These prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

30. **Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), amended by 2 C.F.R. Part 175:** The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:
    a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    b) Procure a commercial sex act during the period of time that the award is in effect; or,
    c) Use forced labor in the performance of the award or subawards under the award. The text of the full award term is available at 2 C.F.R. 175.15(b). See http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf

31. **Accessibility Provisions:** Recipients and Subrecipient of Federal Financial Assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that recipients and Subrecipient of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency.

    The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see: http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html
    Recipients and Subrecipient of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see-
    http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html
    Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at https://www.hhs.gov/civil- rights/index.html
    or call 1-800-368-1019 or TDD 1-800- 537-7697.

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

32. **Executive Order 13410: Promoting Quality and Efficient Health Care:** This Executive Order promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all recipients and Subrecipient that electronically exchange patient level health information to external entities where national standards exist must:
    a) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through their federally funded agreement/contract with DBHDS. Please consult www.healthit.gov for more information, and
    b) Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the

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Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant. For additional information contact: Jim Kretz, at 240-276-1755 or Jim.Kretz@samhsa.hhs.gov.

33. **Travel:** Funds used to attend meetings, conferences or implement the activities of this grant must not exceed the lodging rates and per diem for Federal travel and Meal/Incidental expenses provided by the General Services Administration. These rates vary by jurisdiction.

34. **English Language:** All communication between the Pass-Through Agency and the Subrecipient must be in the English language and must utilize the terms of U.S. dollars. Information may be translated into other languages. Where there is inconsistency in meaning between the English language and other languages, the English language meaning shall prevail.

35. **Intangible Property Rights:** Pursuant to 2 CFR 200.315 and 45 CFR 75.322:
A. Title to intangible property (as defined in the Definitions Section of this Exhibit) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose, and must not encumber the property without approval of the Federal awarding agency (SAMHSA). When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR 200.313(e) and 45 CFR 75.320(e).
B. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so.
C. The non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401.
D. The Federal Government has the right to: 1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal Award; and 2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
E. Freedom of Information Act:

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

2) Published research findings means when:

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

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

3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: Preliminary analyses, drafts

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of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include:

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

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

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

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

36. **National Historical Preservation Act and Executive Order 13287, Preserve America:** The Subrecipient must comply with this federal legislation and executive order.

37. **Welfare-to-Work:** The Subrecipient is encouraged to hire welfare recipients and to provide additional needed training and mentoring as needed.

38. **Applicable Laws and Courts:** Awards of federal funds from DBHDS shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Subrecipient shall comply with all applicable federal, state and local laws, rules and regulations.

39. **Immigration Reform and Control Act of 1986:** The Subrecipient certifies that the Subrecipient does not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

40. **Construction Purchases:** SAMHSA grant funds may not be used for the purchase or construction of any building or structure to house any part of the program (Applicants may request up to $5,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project).

41. **Residential or Outpatient Treatment:** SAMHSA grant funds may not be used to provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible).

42. **Inpatient Services:** SAMHSA grant funds may not be used to provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.

43. **Direct Payments to Individuals:** SAMHSA grant funds may not be used to make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services. Note: A recipient or treatment or prevention provider may provide up to $30 in non-cash incentives to individuals to participate in required data collection follow-up and other treatment or prevention services.

44. **Meals:** Meals are allowable so long as they are part of conferences or allowable non-local travel and do not exceed the per diem reimbursement rate allowed for the jurisdiction by the General Services Administration. Grant funds may be used for light snacks, not to exceed $3.00 per person per day.

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45. **Sterile Needles or Syringes:** Funds may not be used to provide sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.

46. **Compliance with Federal Regulations/Statute/Policy:** The Subrecipient agrees to enforce, administer, and comply with any applicable federal regulations, statutes, or policies that are not otherwise mentioned including 2 C.F.R. § 200, 45 C.F.R. § 75, the Health and Human Services Grants Policy Statement, or any other source.

B. Treasury Grants

1. Grant Oversight: The CSBs and the Department are legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 2 CFR 200.331 - 200.333, Sub-recipient monitoring and management.

2. Acceptance of the Terms of an Award: By drawing or otherwise obtaining funds, the Subrecipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the Subrecipient cannot accept the terms, the Subrecipient should notify the Program contact at DBHDS prior to the agreement. Once the agreement is signed by the Subrecipient, the contents are binding on the Subrecipient unless and until modified by a revised agreement signed by DBHDS.

3. Certification Statement: By invoicing DBHDS for funds, the Subrecipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and drawdown funds. Recipients of Coronavirus State and Local Recovery Funds, and their subrecipients, must comply with all terms and conditions of their awards, including: (a) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (b) applicable requirements or limitations in appropriations acts; and (c) any requirements specific to the particular award specified in program policy and guidance.

4. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: The agreement issued is subject to the administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200.

5. Award Expectations: The eligibility and program requirements originally outlined in the Federal Guidance issued as a result of the American Rescue Plan Act 2021 must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as determined by DBHDS. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by or amended guidance is provided by the US Department of Treasury and/or Commonwealth of Virginia Department of Planning & Budget. Subrecipients must comply with the Scope of Services of this agreement as outlined in the Performance Contract.

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6. Flow down of requirements to sub-recipients: The grantee, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 2 CFR 200.331-332 - Subrecipient monitoring and management.

7. Risk Assessment: The responsible federal agency may perform an administrative review of the Subrecipient organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 2 CFR 200.206, as applicable. DBHDS reviews and determines the risk associated with its subrecipients. As part of the risk assessment process, DBHDS may perform an administrative review of the Subrecipient's financial management system.

8. Improper Payments: Any expenditure by the Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of DBHDS, the Commonwealth of Virginia, the U.S. Government Accountability Office or the Comptroller General of the United States, or any other federal agency to be improper, unallowable, in violation of federal or state law or the terms of the this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by DBHDS under this Agreement or any other agreements between DBHDS and the Subrecipient. This provision shall survive the expiration or termination of this Agreement.

9. Limitations on Expenditures: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date of this agreement, or following the end of the Period of Performance. DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are:
   1) Reasonable and necessary to carry out the agreed upon Scope of Services in Section III and Attachment C of this Agreement,
   2) Documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and
   3) Incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.

10. Treatment of Property and Equipment: If the Program permits the Subrecipient or entities that receive funding from the Subrecipient to purchase real property or equipment with grant funds, the Program retains a residual financial interest, enabling the Program to recover the assets or determine final disposition. This will be accomplished on a case-by-case basis, according to the federal guidelines in accordance with 2 CFR 200.313.

11. Program Income: Program income accrued under this grant award must be reported to the Recipient and must be used to further the objectives of the grant project and only for allowable costs.

12. Financial Management: The Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this agreement in accordance with all applicable federal and state requirements, including without limitation:
    a) the Uniform Guidance, 2 C.F.R. Part 200;
    b) State and Local Fiscal Recovery Funds – Compliance and Reporting Guidance Ver 1.1 dated June 24, 2021
    c) The Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by DBHDS if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

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

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

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

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

14. Accounting Records and Disclosures: The Subrecipient must maintain records which adequately identify the source and application of funds provided for financially assisted activities, including awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The Subrecipient should expect that the Primary Recipient or responsible federal agency may conduct a financial compliance audit and on-site program review of this project as outlined in paragraph (11).

15. Standards for Documentation of Personnel Expenses: The Subrecipient shall comply with 2 CFR 200.430 Compensation-Personal Services and 2 CFR 200.431 Compensation-Fringe Benefits as required by the Federal Office of Management and Budget (OMB) Circular 2 CFR 200 (Cost Principles for State, Local and Indian Tribal Government). Per Standards for Documentation of Personnel Expenses 2 CFR 200.430(i) in accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR Part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section (2 CFR 200.430(i)(3)), must also be supported by records

16. Non-Supplant: Federal award funds must supplement, not replace (supplant) nonfederal funds. Applicants or award recipients and subrecipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.

17. Unallowable Costs: All costs incurred prior to the award issue date and costs not consistent with the allowable activities under the guidance for the Coronavirus State and Local Fiscal Recovery Funds, 31 CFR 35, and 2 CFR 200 Subpart E – Cost Principles, are not allowable under this award.

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18. Executive Pay: The Consolidated Appropriations Act, 2021 (Public Law 116-260), signed into law on December 27, 2020 restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 2, 2022, the salary limitation for Executive Level II is $203,700.

19. Intent to Utilize Funding to Enter into a Procurement/Contractual Relationship:
If the Subrecipient utilizes any of these funds to contract for any goods or services, the Subrecipient must ensure that the resultant contract complies with the terms of Appendix II, 2 CFR 200 which governs the contractual provisions for non-federal entity contracts under federal awards issued by the US Department of Treasury.

20. Ad Hoc Submissions: Throughout the project period, the responsible federal agency or DBHDS may determine that a grant or Subrecipient Funding Agreement requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to the following:
    - Payroll
    - Purchase Orders
    - Contract documentation
    - Proof of Project implementation

21. Conflicts of Interest Policy: Subrecipients must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:
    • Address conditions under which outside activities, relationships, or financial interest are proper or improper;
    • Provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official;
    • Include a process for notification and review by the responsible official of potential or actual violations of the standards; and
    • Specify the nature of penalties that may be imposed for violations.

22. Administrative and National Policy Requirements: Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/recipient/subrecipient must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, or Executive order. In some cases they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.

23. Marijuana Restriction: Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 2 C.F.R. 200.300(a) (requiring HHS to "ensure that Federal funding is expended in full accordance with U.S. statutory requirements."); 21 U.S.C. § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Agency and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is

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otherwise a banned controlled substance under federal law.

24. Confidentiality of Alcohol and Drug Abuse Patient Record: The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12(b)). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR Part 2. The recipient and/or subrecipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

25. Drug-Free Workplace: During the performance of this agreement, the Subrecipient agrees to 1) provide a drug-free workplace for the Subrecipient's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Suprecipient that the Subrecipient maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

26. Promotional Items: Pursuant to 2 CFR 200.421(e), Federal funding awarded under Coronavirus State and Local Recovery Funds may not be used for Promotional Items. Promotional items include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

27. SAM and UEI Requirements: This award is subject to requirements as set forth in 2 CFR 25 - Universal Identifier And System For Award Management. This includes the following:

    A. Requirement for SAM: Unless exempted from this requirement under 2 CFR 25.110, the Subrecipient must maintain its information in SAM, until the final financial report required under this agreement or receive the final payment, whichever is later. The information must be reviewed and updated at least annually after the initial registration, and more frequently if required by changes in the information or the addition of another award term.

    B. Requirement for Unique Entity Identifier (UEI) if you are authorized to make subawards under this award, you: Must notify potential subrecipients that no governmental organization, foreign public entity, domestic or foreign nonprofit organization, or Federal agency serving as a subrecipient may receive a subaward unless the entity has provided its unique entity identifier; and

28. May not make a subaward to a governmental organization, foreign public entity, domestic or foreign nonprofit organization, or Federal agency serving as a subrecipient, unless the entity has provided its unique entity identifier.

29. Mandatory Disclosures: Consistent with 2 CFR 200.113, the Subrecipient must disclose in a timely manner, in writing to the US Department of Treasury and the primary recipient, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, waste, abuse, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the US Department of Treasury, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

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Failure to make required disclosures can result in any of the remedies described in 45 CFR 200.339 -Remedies for Noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321). The Subrecipient will notify DBHDS when violations are reported to the federal government within three business days.

30. Lobbying Restrictions: Pursuant to 2 CFR 200.450, no portion of these funds may be used to engage in activities that are intended to support or defeat the enactment of legislation before the Congress or Virginia General Assembly, or any local legislative body, or to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any federal, state or local government, except in presentation to the executive branch of any State or local government itself. No portion of these funds can be used to support any personnel engaged in these activities. These prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

31. Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)) amended by 2 C.F.R. Part 175: The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:
    a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    b) Procure a commercial sex act during the period of time that the award is in effect; or,
    c) Use forced labor in the performance of the award or subawards under the award.
    d) The text of the full award term is available at 2 C.F.R. 175.15(b).

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

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

33. Executive Order 13410: Promoting Quality and Efficient Health Care: This Executive Order promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all recipients and subrecipients that electronically exchange patient level health information to external entities where national standards exist must:
    a) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported,

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in whole or in part, through this agreement/contract. Please consult www.healthit.gov for more information, and
b) Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant. For additional information contact: Jim Kretz, at 240-276-1755 or Jim.Kretz@samhsa.hhs.gov.

34. Travel: Funds used to attend meetings, conferences or implement the activities of this grant must not exceed the lodging rates and per diem for Federal travel and Meal/Incidental expenses provided by the General Services Administration. These rates vary by jurisdiction.

35. English Language: All communication between the Pass-Through Agency and the Subrecipient must be in the English language and must utilize the terms of U.S. dollars. Information may be translated into other languages. Where there is inconsistency in meaning between the English language and other languages, the English language meaning shall prevail.

36. Intangible Property Rights Pursuant to 2 CFR 200.315:
A. Title to intangible property (as defined in the Definitions Section of this Agreement) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose, and must not encumber the property without approval of the Federal awarding agency (SAMHSA). When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR 200.313(e).
B. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so.
C. The non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401.
D. The Federal Government has the right to: 1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal Award; and 2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
37. Freedom of Information Act:
1) In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal Government in developing an agency action that has the force and effect of law, the HHS awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the HHS awarding agency obtains the research data solely in response to a FOIA request, the HHS awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the HHS awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

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

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

The requirements set forth in paragraph (E)(1) of this part do not apply to commercial organizations. The Pass-Through Agency reserves the irrevocable right to utilize any Intangible Property described above, royalty-free, for the completion of the terms of this Grant and Agreement.

38. National Historical Preservation Act and Executive Order 13287, Preserve America: The Subrecipient must comply with this federal legislation and executive order.

39. Welfare-to-Work: The Subrecipient is encouraged to hire welfare recipients and to provide additional needed training and mentoring as needed.

40. Applicable Laws and Courts: This agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Subrecipient shall comply with all applicable federal, state and local laws, rules and regulations.

41. Immigration Reform and Control Act of 1986: By entering into a written agreement with the Commonwealth of Virginia, the Subrecipient certifies that the Subrecipient does not, and shall not during the performance of the agreement for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

42. Construction Purchases: Coronavirus State and Local Recovery Funds may not be used for the purchase or construction of any building or structure to house any part of the program (Applicants may request up to $5,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project).

43. Meals: Meals are allowable so long as they are part of conferences or allowable non-local travel and do not exceed the per diem reimbursement rate allowed for the jurisdiction by the General Services Administration. Grant funds may be used for light snacks, not to exceed $3.00 per person per day.

44. Sterile Needles or Syringes: Funds may not be used to provide sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.

45. Compliance with Federal Regulations/Statute/Policy: The Subrecipient agrees to enforce, administer, and comply with any applicable federal regulations, statutes, or policies that are not otherwise mentioned in this agreement including 2 C.F.R. § 200, or any other source.

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V. Federal Grant Specific Requirements

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

A. SAMHSA GRANTS

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

Pursuant to the Notice of Award received by DBHDS and the Funding Opportunity Announcement (TI-22-005) associated with the State Opioid Response Grant, the following are requirements of the funding distributed to the Subrecipient from this grant.

a. Restrictions on Expenditures: State Opioid Response Grant funds may not be used to:

i. Pay for services that can be supported through other accessible sources of funding such as other federal discretionary and formula grant funds, e.g. HHS (CDC, CMS, HRSA, and SAMHSA), DOJ (OJP/BJA) and non-federal funds, 3rd party insurance, and sliding scale self-pay among others.

ii. Pay for a grant or subaward to any agency which would deny any eligible client, patient, or individual access to their program because of their use of Food and Drug Administration (FDA)-approved medications for the treatment of substance use disorders.

iii. Provide incentives to any health care professional for receipt of data waiver or any type of professional training development.

iv. Procure DATA waiver training. This training is offered free of charge by SAMHSA at pcssnow.org.

b. Expenditure Guidelines:

i. Grant funds:

a) For treatment and recovery support services grant funds shall only be utilized to provide services to individuals that specifically address opioid or stimulant misuse issues.

b) May only fund FDA approved products.

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

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

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

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

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

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

Account Number: 201141795720002
Routing Number: 061000104
EIN: 546001731

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

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

Eric.Billings@dbhds.virginia.gov
Dillon.Gannon@dbhds.virginia.gov
Christine.Kemp@dbhds.virginia.gov

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

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

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

   a. **Restrictions on Expenditures:** No SAPTBG funds may not be used for any of the following purposes:
      i. To provide inpatient hospital services unless it has been determined, in accordance with the guidelines issued by the Secretary of Health and Human Services, that such treatment is a medical necessity for the individual involved and that the individual cannot be effectively treated in a community-based, non-hospital, residential program of treatment;
      ii. To make cash payments to intended recipients of health services;

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iii. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling with DBHDS, Federal Grants Manager approval) any building or other facility, or purchase major medical equipment as defined in the Defined Terms section of this Exhibit.
iv. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; or
v. To provide financial assistance to any entity other than a public or non-profit entity.
vi. To carry out any program that provides individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for acquired immune deficiency syndrome. (42 US Code § 300x-31(a))

b. **Grant Guidelines:**
i. In the case of an individual for whom grant funds are expended to provide inpatient hospital services, as outlined above (A.a.), the Subrecipient shall not incur costs that are in excess of the comparable daily rate provided for community-based, non-hospital, residential programs of treatment for substance abuse (42 US Code § 300x-31(b)(2)).
ii. No entity receiving SAPTBG funding may participate in any form of discrimination on the basis of age as defined under the Age Discrimination Act of 1975 (42 US Code § 6101), on the basis of handicap as defined under section 504 of the Rehabilitation Act of 1973 (29 US Code § 794), on the basis of sex as defined under Title IX of the Education Amendments of 1972 (20 US Code § 1681) or on the basis of race, color, or national origin as defined under Title VI of the Civil Rights Act of 1964 (42 US Code § 2000) (42 US Code § 300x-57(a)(1)).
iii. No person shall on the ground of sex, or on the ground of religion, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available under section 300x or 300x-21 of title 42 US Code (42 US Code § 300x-57(a)(2)).
iv. The Subrecipient agrees to comply with the provisions of the Hatch Act (5 US Code § 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
v. The Subrecipient will comply, as applicable with the provisions of the Davis-Bacon Act (40 US Code § 276(a) – 276(a)-7), the Copeland Act (40 US Code § 276(c) and 18 US Code § 874), and the Contract Work Hours and Safety Standards Act (40 US Code § 327-333), regarding labor standards for federally assisted construction subagreements.
vi. This funding source is designated to plan, implement, and evaluate activities that prevent or treat substance use disorder, including to fund priority substance use disorder treatment and support services for individuals without insurance or for whom coverage is terminated for short periods of time. Further these funds can be utilized to fund those priority treatment and support services that demonstrate success in improving outcomes and/or supporting recovery that are not covered by Medicaid, Medicare, or private insurance, fund primary prevention by providing universal, selective, and indicated prevention activities and services for persons not identified as needing treatment, and collecting performance and outcome data to determine the ongoing effectiveness of behavioral health promotion, treatment, and recovery support services. To the extent possible, other funding sources must be utilized first except where prohibited by law or regulation. Substance Abuse Block Grant funding must, however, be the payor of last resort when providing treatment services to pregnant women, women with children, children, and individuals with Tuberculosis or HIV pursuant to 45 CFR 96.124, 127, and 128.
vii. Target and priority populations are pregnant and parenting women and intravenous (IV) drug users. In providing treatment services to these target and priority populations, providers must offer treatment in order of population preference as outlined in 45 CFR 96.131 (a) which is as follows:
    a) Pregnant injecting drug users;
    b) Pregnant substance abusers;
    c) Injecting drug users;

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d) All others

viii. Allowable SAPTBG services include: Healthcare Home/Physical Health (General and specialized outpatient medical services, Acute Primary care, General Health Screens, Tests and Immunizations, Comprehensive Care Management, Care coordination and Health Promotion, Comprehensive Transitional Care, Individual and Family Support, Referral to Community Services), Prevention and Promotion (Including Promotion, such as Screening, Brief Intervention and Referral to Treatment, Brief Motivational Interviews, Screening and Brief Intervention for Tobacco Cessation, Parent Training, Facilitated Referrals, Relapse Prevention/Wellness Recovery Support, Warm Line); Engagement Services (including Assessment, Specialized Evaluations (Psychological and Neurological), Service Planning (including crisis planning), Consumer/Family Education, Outreach); Outpatient Services (including Individual evidenced based therapies, Group therapy, Family therapy, Multi-family therapy, Consultation to Caregivers); Medication Services (including Medication management, Pharmacotherapy including MAT; Laboratory services); Community Rehabilitative Support (including Parent/Caregiver Support, Skill building (social, daily living, cognitive), Case management, Behavior management, Supported employment, Permanent supported housing, Recovery housing, Therapeutic mentoring, Traditional healing services); Recovery Supports (including Peer Support, Recovery Support Coaching, Recovery Support Center Services, Supports for Self Directed Care); and Other Habilitative Supports (including Respite; Supported Education; Transportation; Assisted living services; Recreational services; Trained behavioral health interpreters; Interactive communication technology devices); Intensive Support Services (including Substance abuse intensive outpatient; Partial hospital; Assertive Community Treatment; Intensive home based services; Multi-systemic therapy; Intensive Case Management); Out of Home Residential Services (including Crisis residential/stabilization, Clinically Managed 24 Hour Care (SA), Clinically Managed Medium Intensity Care (SA), Adult Substance Abuse Residential, Adult Mental Health Residential, Youth Substance Abuse Residential Services, Children's Residential Mental Health Services, Therapeutic foster care); and Acute Intensive Services (including Mobile crisis, Peer based crisis services, Urgent care, 23 hr. observation bed, Medically Monitored Intensive Inpatient (SA), 24/7 crisis hotline services).

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

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

d. **Closeout**: Final payment request(s) must be received by DBHDS no later than thirty (30) days after the end of the Period of Performance referenced in the Exhibit D, Exhibit G, or Notice of Award. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 40 days after the end of the Period of Performance to pay for unliquidated obligations.
DBHDS
PO Box 1797
Richmond, VA 23218-1797
C/O Eric Billings

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

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Account Number: 201141795720002
Routing Number: 061000104
EIN: 546001731

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

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

Eric.Billings@dbhds.virginia.gov
Ramona.Howell@dbhds.virginia.govDillon.Gannon@dbhds.virginia.gov
Christine.Kemp@dbhds.virginia.gov

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

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

3. **Community Mental Health Services Block Grant (MH FBG)**
Pursuant to the Community Mental Health Services Block Grant (CMHSBG) Funding Agreement and relevant federal statutes, the following are requirements of the funding distributed to the Subrecipient.
   a. **Restrictions on Expenditures:** CMHSBG funds may not be used for any of the following purposes:
      1. To provide inpatient services;
      2. To make cash payments to intended recipients of health services;
      3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling with DBHDS, Federal Grants Manager approval) any building or other facility, or purchase major medical equipment (as defined in the Definitions section of this Exhibit);
      4. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; or
      5. To provide financial assistance to any entity other than a public or non-profit entity. (42 US Code § 300x-5(a))

   b. **Grant Guidelines:**
      1. No entity receiving CMHSBG funding may participate in any form of discrimination on the basis of age as defined under the Age Discrimination Act of 1975 (42 US Code § 6101), on the basis of handicap as defined under section 504 of the Rehabilitation Act of 1973 (29 US Code § 794), on the basis of sex as defined under Title IX of the Education Amendments of 1972 (20 US Code § 1681) or on the basis of race, color, or national origin as defined under Title VI of the Civil Rights Act of 1964 (42 US Code § 2000) (42 US Code § 300x-57(a)(1)).

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2. No person shall on the ground of sex, or on the ground of religion, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available under section 300x or 300x-21 of title 42 US Code (42 US Code § 300x-57(a)(2)).
3. The Subrecipient must provide the services through appropriate, qualified community programs, which may include community mental health centers, child mental-health programs, psychosocial rehabilitation programs, mental health peer-support programs, and mental-health primary consumer-directed programs. Services may be provided through community mental health centers only if the centers provide: 1) Services principally to individuals residing in a defined geographic area (hereafter referred to as a "service area"); 2) Outpatient services, including specialized outpatient services for children with a Serious Emotional Disturbance (SED), the elderly, individuals with a Serious Mental Illness (SMI), and residents of the service areas of the center who have been discharged from inpatient treatment at a mental health facility; 3) 24-hour-a-day emergency care services; 4) Day treatment or other partial hospitalization services, or psychosocial rehabilitation services; 5) Screening for patients being considered for admission to state mental health facilities to determine the appropriateness of such admission; 6) Services within the limits of the capacities of the centers, to any individual residing or employed in the service area of the center regardless of ability to pay; and 7) Services that are accessible promptly, as appropriate, and in a manner which preserves human dignity and assures continuity of high quality care (42 US Code § 300x-2(c)).
4. The Subrecipient agrees to comply with the provisions of the Hatch Act (5 US Code § 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
5. The Subrecipient will comply, as applicable with the provisions of the Davis-Bacon Act (40 US Code § 276(a) – 276(a)-7), the Copeland Act (40 US Code § 276(c) and 18 US Code § 874), and the Contract Work Hours and Safety Standards Act (40 US Code § 327-333), regarding labor standards for federally assisted construction subagreements.
6. Treatment and competency restoration services may be provided to individuals with a serious mental illness or serious emotional disturbance who are involved with the criminal justice system or during incarceration.
7. Medicaid and private insurance, if available, must be used first.

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

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

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

Any funds remaining unexpended and unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any funds distributed to the Subrecipient by the pass-through entity that remain unexpended by 40 days after the end of the Period of Performance shall be returned to DBHDS. The Subrecipient will send

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these funds to DBHDS by no later than the end of the 75th day after the end of the Performance Period. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

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

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

Account Number: 201141795720002
Routing Number: 061000104
EIN: 546001731

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

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

Eric.Billings@dbhds.virginia.gov
Dillon.Gannon@dbhds.virginia.gov
Christine.Kemp@dbhds.virginia.gov

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

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

4. **Projects for Assistance in Transition from Homelessness (PATH)**
Pursuant to the Notice of Award received by DBHDS, Funding Opportunity Announcement (SM-21-F2), and relevant statutes associated with the Project for Assistance in Transition from Homelessness (PATH) Grant, the following are requirements of the funding distributed to the Subrecipient.

   a. **Restrictions on Expenditures:** PATH funds may not be used for any of the following purposes:
      1. To support emergency shelters or construction of housing facilities;
      2. For inpatient psychiatric treatment costs or inpatient substance use disorder treatment costs; or
      3. To make cash payments to intended recipients of mental health or substance use disorder services (42 U.S. Code § 290cc-22(g)).

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4. For lease arrangements in association with the proposed project utilizing PATH funds beyond the project period nor may the portion of the space leased with PATH funds be used for purposes not supported by the grant.

b. **Grant Guidelines:**

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

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4. Match amounts agreed to with DBHDS may be:
   i. Cash;
   ii. In-kind contributions, that are fairly evaluated, including plant, equipment, or services.
   iii. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the Federal Government, shall not be included in determining the amount of match (42 U.S. Code § 290cc-23(b)).
5. Subrecipient may not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S. Code § 6101 et seq.), on the basis of handicap under section 504 of the Rehabilitation Act of 1973 (29 U.S. Code § 794), on the basis of sex under Title IX of the Education Amendments of 1972 (20 U.S. Code § 1681 et seq.), or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964 (42 U.S. Code § 2000d et seq.)(42 U.S. Code § 290cc-33(a)(1)).
6. The Subrecipient shall not exclude from participation in, deny benefits to, or discriminate against any individuals that are otherwise eligible to participate in any program or activity funded from the PATH grant (42 U.S. Code § 290cc-33(a)(2)).

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

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

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

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

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

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

Account Number: 201141795720002
Routing Number: 061000104
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Name and Address of Bank:
Truist Bank
214 North Tryon Street
Charlotte, NC 28202

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

Eric.Billings@dbhds.virginia.gov
Dillon.Gannon@dbhds.virginia.gov
Christine.Kemp@dbhds.virginia.gov

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

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

5. Screening Brief Intervention and Referral to Treatment Grant

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

a. **Restrictions on Expenditures: Screening Brief Intervention and Referral to Treatment** Grant funds may not be used for any of the following purposes: None for this grant.

b. **Grant Guidelines:**
   1. Funds shall be used to fund services and practices that have a demonstrated evidence-base, and that are appropriate for the population(s) of focus. An evidence-based practice refers to approaches to prevention or treatment that are validated by some form of documented research evidence.
   2. All patients must be screened for substance use. Such screening will be conducted by the Subrecipient or subcontractors of Subrecipient ("Subcontractors"). The Subrecipient or Subcontractors are also encouraged to screen for risk of suicide as well. If a patient screens positive for drug misuse, the Subrecipient or Subcontractors' staff will conduct a brief assessment to ascertain specific type(s) of drug(s) used, consumption level, and impact on functions of daily living to best determine level of severity and refer patients to specialty providers who can determine which specific type of treatment is needed. Subrecipients and Subcontractors with robust mental health services available must screen and assess clients for the presence of co-occurring serious mental illness and SUD and use the information obtained from the screening and assessment to develop appropriate treatment approaches for the persons identified as having such co-occurring disorders. In their interventions with children,

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Subrecipients or Subcontractors must also incorporate education for parents about the dangers of use of, and methods of, discouraging substance use.

3. Subrecipients or Subcontractors, as applicable, must utilize third party reimbursements and other revenue realized from the provision of services to the extent possible and use SAMHSA grant funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan. Subrecipients or Subcontractors, as applicable, are also expected to facilitate the health insurance application and enrollment process for eligible uninsured clients. Subrecipients or Subcontractors, as applicable, should also consider other systems from which a potential service recipient may be eligible for services (for example, the Veterans Health Administration or senior services), if appropriate for and desired by that individual to meet his/her needs. In addition, Subrecipients or Subcontractors, as applicable, are required to implement policies and procedures that ensure other sources of funding are utilized first when available for the individual.
4. All SAMHSA recipients are required to collect and report certain data so that SAMHSA can meet its obligations under the Government Performance and Results (GPRA) Modernization Act of 2010. Recipients are required to submit data via SAMHSA's Performance Accountability and Reporting System (SPARS); and access will be provided upon notification of award.

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

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

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

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

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

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

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Account Number: 201141795720002
Routing Number: 061000104
EIN: 546001731

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

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

Eric.Billings@dbhds.virginia.gov
Dillon.Gannon@dbhds.virginia.gov
Christine.Kemp@dbhds.virginia.gov

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

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

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

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

a. **Restrictions on Expenditures:** MH and SUD Emergency COVID-19 Grant funds may not be used for any of the following purposes:
   1. Construction or major alterations and renovations.
      Subrecipient

b. **Grant Guidelines:**
   1. Subrecipient funds are to be used primarily to support direct treatment services for individuals impacted by COVID-19.
   2. The purchase of PPE is an allowable cost and can only be provided for staff working directly on the grant. The purchase of PPE for clients is not an allowable cost.
   3. The purchase of equipment or supplies (e.g., pre-paid minutes, cell phones, Hot spots, iPad tablets, etc.) for clients is not an allowable cost.

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

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

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

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

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PO Box 1797
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Dillon.Gannon@dbhds.virginia.gov
Christine.Kemp@dbhds.virginia.gov

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

The Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at

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

A. Treasury Grants

1. **State and Local Fiscal Recover Fund Grant:** Pursuant to the Interim Final Rule issued by US Department of Treasury pertaining to Coronavirus State and Local Recovery Funds, SLFRF Compliance and Reporting Guidance Ver 2.1 dated November 15, 2021, and 31 CFR 35(A), the following are requirements of the funding distributed to the Subrecipient:
   a. Restrictions on Expenditures: State and Local Fiscal Recovery Fund Grant funds may not be used to:

Pay Funds shall not be used to make a deposit to a pension fund. Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.

Funds shall not be used towards funding debt service, legal settlements or judgments, and / or deposits to rainy day funds or financial reserves.

b. Expenditure Guidelines:
Grant funds: Shall be used to pay for services and practices that have a demonstrated evidence-base, which are inclusive of: mental health treatment, substance misuse treatment, other behavioral health services, hotlines or warmlines, crisis intervention, overdose prevention, infectious disease prevention, and services or outreach to promote access to physical or behavioral health primary care and preventative medicine.

c. Limitations on Reimbursements: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or after the appropriate Award Period included in section IV.

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

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

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

DBHDS

PO Box 1797

Richmond, VA 23218-1797

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C/O Eric Billings

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

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214 North Tryon Street

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Eric.Billings@dbhds.virginia.gov

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Christine.Kemp@dbhds.virginia.gov

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

VI. List of Federal Grants

The federal grants that DBHDS passes-through to the CSB and the required identifying information that should be used to categorize and track these funds are found in the DBHDS grants management system.

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1. Purpose

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

2. Notification of Award

For program services under this Exhibit, the Department's Fiscal Services and Grants Management Office (the "FSGMO") works with the program offices to provide notification of federal and state grant awards, and baseline funding allocations to the CSB prior to funding disbursement. The notice will provide applicable federal and state grant specific information such as: award amounts, period of performance, reconciliation and close out.

3. Billing And Payment Terms and Conditions

CSB shall comply with Section 9 of the performance contract.

4. Use of Funds

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

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

5. Limitations on Reimbursements

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

6. Performance Outcome Measures

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

7. Reporting Requirements

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

8. Monitoring, Review, and Audit

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

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9. Technical Assistance

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

10. Other Terms and Conditions

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

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

11. Federal Funded Program Services

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

11.1 Children's Mental Health Block Grant

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

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

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

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

B. The Department Responsibilities: The Department agrees to comply with the following requirements.
The Department will periodically review case files through regional consultant block grant reviews to ensure funds are being spent accordingly.

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11.2. Assertive Community Treatment (ACT) Program Services

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

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

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

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

1. The CSB shall design and implement its ACT program in accordance with requirements in the Department's Licensing Regulations for ACT in *12 VAC 35-105-1360 through 1410*, *Department of Medical Assistance Services Regulations and Provider Manual Appendix E*, and in accordance with best practice as outlined in the Tool Measurement of Assertive Community Treatment (TMACT).
2. The CSB shall reserve any restricted state mental health funds earmarked for ACT that remain unspent only for ACT program services unless otherwise authorized by the Department in writing.
3. The CSB shall prioritize admission to ACT for adults with serious mental illnesses who are currently residing in state hospitals, have histories of frequent use of state or local psychiatric inpatient services, or are homeless.

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4. The CSB shall assist Department staff as requested with any case-level utilization review activities, making records of individuals receiving ACT services available and providing access to individuals receiving ACT services for interviews.
5. CSB ACT staff shall participate in ACT network meetings with other ACT teams as requested by the Department.
6. ACT staff shall participate in technical assistance provided through the Department and shall obtain individual team-level training and technical assistance at least quarterly for the first two years of operation from recognized experts approved by the Department.

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

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

C. Reporting Requirements: To provide a standardized mechanism for ACT teams to track each individual's outcomes, which can then guide their own performance initiatives; teams will be required to regularly submit data through the current ACT Monitoring Application or subsequent iterations approved and implemented by the Department.

11.3. Project Link Program

Scope of Services and Deliverables

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

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

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

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

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

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

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

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1st Report	April 30th
2nd Report	
3rd Report	October 30th
4th Report	

11.4. State Opioid Response Program Services (SOR)

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

A. Adverse Childhood Experiences (ACEs) Project

Scope of Services and Deliverables

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

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

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d. The Department will provide a budget template for annual budget submission.

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

Scope of Services and Deliverables

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

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

C. SOR - Treatment and Recovery Services

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

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A. **The CSB Responsibilities:** The CSB agrees to comply with the following requirements.
   1. The CSB shall comply with the Department's approved budget plan for services.
   2. The CSB may employ SA MAT treatment personnel and recovery personnel
   3. The CSB may provide treatment and recovery services to include: drug/medical supplies, drug screens, lab work, medical services, residential treatment, childcare services, client transportation, contingency management, recruitment services and treatment materials, employment resources, recovery wellness planning resources, harm reduction materials.
   4. The CSB shall provide temporary housing supports in VARR certified houses, when necessary
   5. The CSB shall collect GPRA data for each person receiving services at intake, discharge, and 6-month time points. This data must be submitted to OMNI Institute within five business days of survey completion.
   6. All of the aforementioned GPRA reporting must be submitted to OMNI Institute within five business days of survey completion.
   7. CSB receiving treatment or recovery funding under the SOR grant must complete a treatment or recovery Quarterly Survey every quarter of the grant.
   8. The aforementioned Quarterly Survey must be submitted to OMNI Institute within two weeks of request by OMNI Institute.

B. **The Department Responsibilities:** The Department agrees to comply with the following requirements.
   1. The Department shall be responsible for submitting required reporting to SAMHSA in accordance with the SOR Notice of Award.
   2. The Department shall conduct physical and/or virtual site visits on an annual basis, or more frequently, if necessary. Each site visit will be documented in a written report submitted to the Director of Adult Community Behavioral Health.
   3. The SOR team will provide quarterly reports to internal and external stakeholders.

C. **Reporting Requirements**: The CSB shall submit the Quarterly Treatment and Recovery Reporting Surveys through the online survey link that will be provided by OMNI Institute each quarter. All surveys must be submitted no later than the following dates:

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

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

11.5. Regional Suicide Prevention Initiative

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

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

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

1. The CSB shall provide an action plan that includes (but not limited to) the following strategies and activities:
   a. mental health wellness and suicide prevention trainings based on community need and capacity to provide;
   b. activities for September Suicide Prevention Awareness Month and May Mental Health Awareness Month;
   c. identification of anticipated measurable outcomes;
   d. a logic model; and
   e. a budget and budget narrative
2. These funds shall be used only for the implementation of the Regional Suicide Prevention Initiative described in the Regional Suicide Prevention plan (and or supplement plan) approved by the Department.
3. Any restricted state funds that remain unexpended or unencumbered at the end of the fiscal year may be carried over to the following year to be used only for Regional Suicide Prevention Initiative expenses authorized by the Department in consultation with the participating regional CSB.
4. Any federal funds that remain unexpended or unencumbered by the end of the Performance Period the CSB must contact the Department at least 30 days prior to the end of the Performance Period to discuss permissible purposes to expend or encumber those funds.

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

1. The Department shall monitor Regional Suicide Prevention Initiative program implementation progress through a semi-annual report and annual report submitted by the Regional Suicide Prevention Initiative Lead CSB, other data gathering and analysis, periodic visits to the region to meet with Regional Suicide Prevention Initiative partners, and other written and oral communications with Regional Suicide Prevention Initiative team members.
2. The Department may adjust the CSB's allocation of continued state funds for the Regional Suicide Prevention Initiative based on the CSB's compliance with its responsibilities, including the requirements for maximizing resources from other sources.
3. The Department will provide guidelines for the annual plan and a template for the semi-annual and annual report for the CSB to use.

C. Reporting Requirements:

1. Mental Health First Aid and Suicide Prevention activities shall be included in each CSB's Prevention data system.
2. The Regional Suicide Prevention Initiative CSB shall submit its semi-annual report to the Department by **April 15th** and its annual report on **September 30th**.
3. Each region shall provide semi-annual report and annual report submitted by the Regional Suicide Prevention Initiative Lead CSB to the Suicide Prevention Coordinator.

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

Scope of Services and Deliverables

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

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This funding source is designated to plan, implement, and evaluate activities that prevent or treat substance use disorder, including to fund priority substance use disorder treatment and support services for individuals without insurance or for whom coverage is terminated for short periods of time, fund those priority treatment and support services that demonstrate success in improving outcomes and/or supporting recovery that are not covered by Medicaid, Medicare, or private insurance, fund primary prevention by providing universal, selective, and indicated prevention activities and services for persons not identified as needing treatment, and collect performance and outcome data to determine the ongoing effectiveness of behavioral health promotion, treatment, and recovery support services. SABG funds are to be the funds of last resort. Medicaid and private insurance, if available, must be used first. Target and priority populations are pregnant and parenting women and intravenous (IV) drug users. Any treatment services provided with SABG funds must follow treatment preferences established in 45 CFR 96.131(a):

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

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

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements
   1. The CSB shall prioritize SAPT priority populations including individuals who do not have insurance, pregnant women and women with dependent children, and people who inject drugs
   2. The CSB shall follow all other federal requirements pursuant to Exhibit F.

B. The Department Responsibilities: The CSB agrees to comply with the following requirements. The Department shall monitor uses of these supplemental funds in the same manner it monitors uses of SAPT treatment and recovery base funding, including SAMHSA measures and on-site or virtual reviews. These funds will be monitored as part of existing review processes.

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

Scope of Services and Deliverables

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

Institute of Medicine (IOM) and Center for Substance Abuse Prevention (CSAP) Six (6) Strategies. The CSB shall use the IOM model to identify target populations based on levels of risk: universal, selective, and indicated. The CSB shall utilize the CSAPs evidenced- based strategies: information dissemination, education and skill building, alternatives, problem identification and referral, community-based process, and environmental approaches. Community-based process/coalitions and environmental approaches that impact the population as a whole are keys to achieving successful outcomes and are Department priorities.

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

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

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

1. **General Capacity Requirements**
   a. Each CSB must complete an evaluation plan which is revised and approved annually and includes:
      i. A logic model which includes all of the required priority strategies all CSB must implement and any discretionary strategies the CSB has elected to implement.
      ii. A measurement plan documenting how all required metrics will be tracked and reported.
   b. All prevention programs, practices, and strategies must be evidence-based and approved by the DBHDS OBHW team. Only strategies that align with the state-identified priorities and/or the CSB's logic model outcomes will be approved.
   c. Each CSB must maintain a license for the Performance-Based Prevention System (PBPS) and record all implemented strategies in the PBPS. The resources to support this have been added to the CSB base allocation.
   d. Each CSB must maintain a minimum of 1 FTE Prevention Lead position. This position leads and ensures compliance and implementation of all Prevention priority strategies.
   e. Prevention funding should be used for prevention staff to attend at least one national prevention-related conference per year. Any national conferences outside of the NPN Prevention Research Conference, NATCON, CADCA National or Mid-Year Conferences must have prior DBHDS approval. Each CSB receives $3000 in their base allocation to help support this capacity building effort.
   f. Submit an annual budget for SABG Prevention Set Aside utilizing DBHDS' template.
   g. Within that budget, allocate specific resources for Marijuana prevention capacity building, planning and implementation in the amount of $45,000.
2. **Counter Tools**
   a. The CSB shall conduct store audits of and merchant education with 100 percent of tobacco/nicotine retailers in its service area over a two-year period. Any retailer to be found in violation in the previous year is to be given priority for merchant education.
   b. The CSB also must maintain and update a list of tobacco/nicotine retailers in its catchment area over the two-year period.
   c. Data must be entered into the Counter Tools and PBPS systems.
   d. The CSB base allocation includes $10,000 for these strategies.
   e. Tobacco education programs for youth with the goal of reducing prevalence of use are not to be identified as SYNAR activities.
3. **ACEs Trainings**
   a. All CSBs should ensure there are at least 2 ACEs master trainers in their catchment area at all times.
   b. All CSBs must conduct at least 12 ACEs trainings annually.
   c. All ACEs training data (including number of trainings held and number of people trained) must be reported in PBPS.
   d. CSBs which are designated as Self-Healing Communities and are receiving additional funding to address ACEs must complete all items noted above and the following:
      i. Maintain an ACEs self-healing community advisory committee made up of a cross-section of
      community partners, meets at least quarterly, reviews the Self-Healing Communities logic model and
      provides ongoing feedback and recommendations on how to best achieve the logic model goals. Create a logic model specific to the ACEs work that is planned and implemented in the community.
      ii. Submit a quarterly report on all ACEs strategies and measures.
      iii. Engage in a local Trauma-Informed Community Network (TICN) or other trauma-centered coalition
4. **Community Coalition Development**

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a. The CSB shall be involved in a minimum of 6-10 coalition meetings a year.
b. The CSB should maintain membership in CADCA and/or CCoVA each year.
c. The CSB and its associated coalition should ensure youth engagement in the coalition either as a sub-group of the coalition or a separate youth coalition.
d. The CSB should maintain a social media presence to publicize prevention activities and messaging (Facebook page, Instagram, website, etc.) Websites should be updated monthly at a minimum and social media bi-weekly to ensure information and resources remain relevant and engages the community.
e. Every 2 years, each CSB must complete a coalition readiness assessment and an assessment of representation in the coalition of the following 12 sectors: youth; parents; businesses; media; school; youth-serving organizations; law enforcement; religious/fraternal organizations; civic and volunteer organizations; healthcare professionals; state, local and tribal governments; and other organizations involved in reducing illicit substance use.

5. **MH/Suicide Prevention Trainings**
   a. The CSB shall work with the regional MH/suicide prevention team to provide a regionally developed suicide prevention plan using the Strategic Prevention Framework model.
   b. The plan developed by the team shall identify suicide prevention policies and strategies. Strategies should be determined using the most current data and there should be strategies in the plan that are for the community as a whole as well as strategies that target subpopulations with the highest rates of suicide. The plan should also identify the CSB's marketing plan to ensure community groups (schools, faith groups, businesses, etc.) and community members are aware of the mental health and suicide prevention trainings the CSB is providing.
   c. Each MHFA trainer must provide a minimum of 3 Youth and/or Adult MHFA trainings annually.
   d. The CSB should ensure a minimum of 45 community participants are trained annually in MHFA (across all MHFA trainers at the CSB; there is no minimum number of trainees for each certified trainer).
   e. In addition to the required MHFA trainings, a minimum of 3 suicide prevention trainings per trainer must be provided annually. These 3 trainings may be a combination of any of the approved trainings below:
      i. ASIST
      ii. safeTALK
      iii. QPR
   f. Every year, each CSB will be required to submit a mid-year (April) and end-of-year (September) report which should contain details on trainings implemented, including the number of different groups and community members participating in the trainings.
6. **Lock & Talk**
   a. CSBs participating in the Lock and Talk Initiative shall develop an implementation plan that best meets the needs of their respective communities (including strategies to address target populations.)
   b. At a minimum the CSB is expected to implement components 1 & 2 below, and strongly encouraged to implement the Gun Shop Project and/or partner with their medical community (pharmacies, medical practices) if the Gun Shop Project is not an appropriate fit for their community.
   c. Lock and Talk Components:
      i. Media Campaign Materials (bus ads, posters, billboards, PSA, etc.)
      ii. Medication Lock Box/Cable Lock/Trigger Lock Distribution at Events 3) "Gun Shop Project"

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

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1. The Department shall adhere to SABG Prevention Set Aside, grant guidelines established by the Substance Abuse and Mental Health Services Administration (SAMHSA), including reporting on statewide and CSB-specific data, accomplishments and challenges.
2. The Department's SABG Prevention Set Aside Behavioral Health Wellness Consultants shall maintain regular communication with the CSB, monitor performance through reporting, and provide technical assistance to the CSB upon request.
3. The Department will work with the CSB to mutually agree on annual site visit dates.
4. The Department, particularly the SABG Prevention Set Aside Behavioral Health Wellness Consultants will respond to inquiries in a timely fashion, fulfill requests for training and share regular updates regarding the grant.
5. Every effort will be made to provide at least two weeks lead time prior to report deadlines by DBHDS in partnership with OMNI Institute federal reporting contractor.
6. The Department will provide a budget template for annual budget submission

C. Reporting Requirements: All data is reported into the Prevention data system and must be submitted within 2 weeks of service delivery**.**

12. State Funded Program Services

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

12.1. Auxiliary Grant in Supportive Housing Program (AGSH)

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

A. The CSB Responsibilities: The CSB shall comply with the following requirements pursuant.

1. For each individual served by the provider under this agreement, the provider shall ensure the following basic services:
   a. the development of an individualized supportive housing service plan ("ISP");
   b. access to skills training;
   c. assistance with accessing available community-based services and supports;
   d. initial identification and ongoing review of the level of care needs; and
   e. ongoing monitoring of services described in the individual's ISP.
2. Assist AGSH recipients with securing and maintaining lease-based rental housing. This residential setting shall be the least restrictive and most integrated setting practicable for the individual that:
   a. complies with federal habitability standards;
   b. provides cooking and bathroom facilities in each unit;
   c. affords dignity and privacy to the individual; and
   d. includes rights of tenancy pursuant to the Virginia Residential Landlord and Tenant Act (§55-248.2 et seq.).
   e. provides rental levels that leave sufficient funds for other necessary living expenses, and

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f. the provider shall not admit or retain recipients who require ongoing, onsite, 24-hour supervision and care or recipients who have any of the conditions or care needs described in subsection D of §63.2-1805.

3. Maintain an AGSH census of at least 45 individuals. The provider is expected to be full census within 12 months of operation and to maintain census of no less than 90% thereafter.
4. Request approval, in writing, of DBHDS for an AGSH recipient to live with a roommate freely chosen by the individual.
5. Adhere to all components of the AGSH Provider Operating Guidance.
6. Licensing/Certification Requirements:
   a. The CSB shall maintain all relevant DBHDS licenses in good standing. Provide documentation of licensure status for relevant services to the Department for Aging and Rehabilitative Services (DARS) at initial certification and annually thereafter.
   b. The CBS shall maintain annual certification with DARS in accordance with §51.5-160 Section D.

B. The Department Responsibilities:

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

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

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

Scope of Services and Deliverables

The Mental Health Initiative (MHI) Fund was established by the General Assembly in FY 2000 to create a dedicated source of funding for mental health and substance abuse services for children and adolescents with serious emotional disturbances, at risk for serious emotional disturbance, and/or with co-occurring disorders with priority placed on those children who, absent services, are at-risk for removal from the home due to placement by a local department of social services, admission to a congregate care facility or acute care psychiatric hospital or crisis stabilization facility, commitment to the Department of Juvenile Justice, or parental custody relinquishment.
These services have the purpose of keeping children in their homes and communities and preserving families whenever possible.

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

1. MHI funds must be used exclusively to serve currently unserved children and adolescents or provide additional services to underserved children and adolescents with serious emotional disturbances, at risk for serious emotional disturbance, and/or with co-occurring disorders with priority placed on those children who, absent services, are at-risk for removal from the home due to placement by a local department of social services, admission to a congregate care facility or acute care psychiatric hospital or crisis stabilization facility, commitment to the Department of Juvenile Justice, or parental custody relinquishment. These funds shall be used exclusively for children and adolescents, not mandated for services under the Children's

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Services Act. Underserved refers to populations which are disadvantaged because of their ability to pay, ability to access care, or other disparities for reasons of race, religion, language group, sexual orientation or social status.

2. Children and adolescents must be under 18 years of age at the time services are initiated. MHI funds can be used to bridge the gap between the child and adolescent and adult service systems, if the service was initiated before the adolescent's 18th birthday. Services used to bridge the gap can only be used for up to one (1) year. MHI funds cannot be used to initiate new services once an adolescent turns 18 years of age.
3. MHI funds must be used to purchase services which will be used to keep the child or adolescent in the least restrictive environment and living in the community.
4. CSBs may use MHI funds to support personnel used to provide services to children and families. Each service provided shall should be linked to an individualized service plan for an individual child and reported through the CCC3 by using Consumer Designation Code 915 code.
5. MHI funds should not be used when another payer source is available.
6. Services must be based on the individual needs of the child or adolescent and must be included in an individualized services plan. Services must be child-centered, family focused, and community-based. The participation of families is integral in the planning of these services.
7. CSBs must develop policies and procedures for accessing MHI funds for appropriate children and adolescents
8. The CSBs shall develop a Mental Health Initiative funding plan in collaboration with the local Family and Assessment Planning Teams and/or Community Policy and Management Team. The funding plan shall be approved by the Community Policy and Management Teams of the localities. The CSB should seek input and guidance in the formulation of the protocol from other FAPT and CPMT member agencies. A copy of the plan shall be kept on file at the CSB.

    a. The MHI Fund Protocol shall at minimum:
        i. Clearly articulate the target population to be served within the serious emotional disturbance, at risk for serious emotional disturbance, and/or with co-occurring disorders, non-CSA mandated population;
        ii. Establish defined protocols and procedures for accessing services, ensuring that all key stakeholder agencies have a method to link into services;
        iii. Clearly articulate the kinds or types of services to be provided; and
        iv. Provide for a mechanism for regular review and reporting of MHI expenditures.
9. CSBs must follow the DBHDS Core Services Taxonomy categories and subcategories in providing, contracting for, and reporting these services.
    a. Types of services that these funds may be used for include, but are not limited to: crisis intervention and stabilization, outpatient, intensive in-home, intensive care coordination, case management, Family Support Partners, evidence-based practices, therapeutic day treatment, alternative day support (including specialized after school and summer camp, behavior aide, or other wrap-around services), and, supervised family support services.
    b. All expenditures shall be linked to an individualized service plan for an individual child. Expenditures may be for something that is needed by more than one child, providing it can be linked to the individualized service plan of each child.
    c. CSBs may use MHI funds to support personnel used to provide services to children and families. For example, the funds may be used to create a position dedicated to serving the non-CSA mandated population of children in the community; however, as stated above, each service provided should be linked to an individualized service plan for an individual child.

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d. CSBs may use up to 10% of the total MHI fund allocation for administrative costs associated with the overall MHI fund management and administration. Administrative costs include non-direct service personnel and supplies.
e. MHI funds may not be used for residential care services, partial or full hospitalizations, or for CSA sum sufficient populations. MHI funding may not be used to purchase vehicles, furniture, computers, or to provide training.

B. The Department Responsibilities: The Department agrees to comply with the following requirements.
The Department shall establish a mechanism for regular review and reporting of MHI Fund expenditures including monitoring unspent balances.

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

12.3. Permanent Supportive Housing (PSH)

Scope of Services and Deliverables

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

1. Comply with requirements in the Virginia Department of Behavioral Health and Developmental Services Permanent Supportive Housing Program Operating Manual and any subsequent additions or revisions to the requirements agreed to by the participating parties. If the implementation of the program is not meeting its projected implementation schedule, the CSB shall provide a written explanation to and seek technical assistance from the Office of Community Housing in the Department.
2. Ensure that individuals receiving PSH have access to an array of clinical and rehabilitative services and supports based on the individual's choice, needs, and preferences and that these services and supports are closely coordinated with the housing-related resources and services funded through the PSH initiative.
3. Assist Department staff as requested with any case-level utilization review activities, making records of individuals receiving PSH available and providing access to individuals receiving PSH for interviews.
4. Comply with requirements related to the implementation of the Virginia Low-Income Housing Tax Credit (LIHTC) Qualified Allocation Plan First Leasing Preference including, but not limited to, the activities listed below:
5. Work with DBHDS to ensure a process is in place to assist the selected applicants to submit approvable applications to the management agent
6. Consider applicants to be referred based on DBHDS defined eligibility and local prioritization

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7. Assist approved individuals to apply for units as they become available, ensuring that the DBHDS Target Population Verification Letter is provided to the property
8. Secure appropriate release(s) of information from the prospective tenant allowing exchange of necessary information regarding the applicant
9. With the permission of the individual, discuss issues related to securing and maintaining tenancy with the management agent (specific clinical information is not to be shared) and any third party tenancy support provider
10. Work with tenants and owners to support tenant long term stability in PSH units and resolve issues as they arise
11. Where applicable, provide eligible client assistance and rental assistance as outlined in the DBHDS Program Operating Manual – Ensure all aspects of rental assistance administration are delivered – Execute a Landlord Agreement as described in the Virginia Department of Behavioral Health and Developmental Services Permanent Supportive Housing Program Operating Manual.
12. Where applicable, assist individual with applying for project-based subsidy
13. Provide regular updates to the OCH to ensure tracking is up-to-date
14. Participate in meetings, when convened by the OCH, with the management agent that allows sharing up-to-date contact information for all staff and the most recent roster of tenants under leasing preference residing in the applicable property
15. Reserve any current restricted state mental health funds for PSH that remain unspent at the end of the fiscal year to be used only for PSH activities in subsequent fiscal years as authorized by the Department.
16. Participate in PSH training and technical assistance in coordination with the Community Housing and any designated training and technical assistance providers.
17. Ensure twelve-month housing stability of PSH tenants of no less than 85%

B. Reporting Requirements: Track and report the expenditure of restricted state mental health PSH funds separately in the implementation status reports required in subsection f below. Based on these reports, the Department may adjust the amount of state funds on a quarterly basis up to the amount of the total allocation to the CSB. The CSB shall include applicable information about individuals receiving PSH services and the services they receive in its information system and CCS Extract monthly extracts.

Submit implementation status reports for PSH within 45 days after the end of the quarter for the first three quarters and within 60 days of the end of the fiscal year to the Department. Submit data about individuals following guidance provided by the Office of Community Housing and using the tools, platforms, and data transmission requirements provided by the Department.

Establish mechanisms to ensure the timely and accurate collection and transmission of data. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow it to comply with them.

12.4. Forensic Services

Scope Services and Deliverables

A. The CSB Responsibilities: the CSB shall comply with the following requirements.

1. The CSB shall designate appropriate staff to the roles of Forensic Admissions Coordinator, Adult Outpatient Restoration Coordinator, and NGRI Coordinator to collaborate with the local courts, the forensic staff of state facilities, and the Department. The CSB shall notify the Department's Office of Forensic Services of the name, title, and contact information of these designees and shall inform the Director of any changes in these designations. The CSB shall ensure that designated staff completes all recommended training identified by the Department.

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2. Forensic evaluations and treatment shall be performed on an outpatient basis unless the results of an outpatient evaluation indicate that hospitalization is necessary. The CSB shall consult with their local courts and the Forensic Coordinator at the designated DBHDS hospital as needed in placement decisions for individuals with a forensic status, based upon evaluation of the individual's clinical condition, need for a secure environment, and other relevant factors.
3. Upon receipt of a court order for forensic evaluation, the CSB shall provide or arrange for the provision of forensic evaluations required by local courts in the community in accordance with State Board Policy 1041.
4. Upon receipt of a court order pursuant to § 16.1-356 of the Code of Virginia, the CSB shall provide or arrange for the provision of a juvenile competency evaluation.
5. Upon receipt of a court order pursuant to § 16.1-357, the CSB shall provide or arrange for the provision of services to restore a juvenile to competency to stand trial through the Department's statewide contract.
6. Upon receipt of a court order for the provision of adult outpatient competency restoration services pursuant to § 19.2-169.2 of the Code of Virginia, the CSB shall provide or arrange for the provision of services to restore the individual to competency to stand trial. These services shall be delivered in the local or regional jail, juvenile detention center (when a juvenile is being tried as an adult), other location in the community where the individual is currently located, or in another location suitable for the delivery of the restoration services when determined to be appropriate. These services shall include treatment and restoration services, emergency services, assessment services, the provision of medications and medication management services, and other services that may be needed by the individual in order to restore him to competency and to prevent his admission to a state hospital for these services.
7. Upon written notification from a DBHDS facility that an individual has been hospitalized pursuant to § 19.2-169.1 (competency evaluation), § 19.2-169.2 (competency restoration), § 19.2-169.3 (unrestorably incompetent), § 19.2-169.5 & 168.1 (mental status at the time of the offense evaluation), or § 19.2-169.6 (emergency treatment from jail), the CSB shall provide discharge planning in accordance with the provisions of the C*ollaborative Discharge Requirements for Community Services Boards and State Hospitals: Adult & Geriatric*, and to the greatest extent possible provide or arrange for the provision of services to the individual after discharge, to prevent his readmission to a state hospital for these services.
8. The CSB shall provide discharge planning for persons found not guilty by reason of insanity who are being treated in DBHDS facilities pursuant to § 19.2-182.2 through § 19.2 -182.7, and § 19.2-182.11 of the Code of Virginia, and in accordance with the provisions of the C*ollaborative Discharge Requirements for Community Services Boards and State Hospitals: Adult & Geriatric.*
9. The CSB will implement and monitor compliance with court-ordered Conditional Release Plans (CRPs) for persons found not guilty by reason of insanity and released with conditions pursuant to § 19.2-182.2 through § 19.2 -182.7, and § 19.2-182.11 of the Code of Virginia. This includes submission of written reports to the court on the person's progress and adjustment in the community, to be submitted no less frequently than every six months from the date of release to a locality served by the CSB. The CSB will also provide to the Department's Office of Forensic Services written monthly reports on the person's progress and adjustment in the community for their first 12 continuous months in the community. The CSB is responsible for providing the Office of Forensic Services copies of any written correspondence and court orders issued for NGRI acquittees in the community.

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B. Reporting Requirements: The CSB shall supply information to the Department's Forensics Information Management System for individuals adjudicated not guilty by reason of insanity (NGRI), as required under § 37.2-508 or § 37.2-608 of the Code and as permitted under 45 CFR §§ 164.506 (c) (1) and (3), 164.512 (d), and 164.512 (k) (6) (ii).

12.5. Gambling Prevention

Scope of Service and Deliverable

The Problem Gambling and Support Fund (9039) via the Office of Behavioral Health Wellness, Problem Gambling Prevention Program intends to prevent and minimize harm from the expansion of legalized gambling by implementing the Strategic (SPF) planning model. CSB's will continue to utilize data collected and research to identify and implement strategies to prevent problem gambling. Making data driven decisions to determine and revise priorities and select evidence-based strategies based upon the priorities identified.

In an effort to increase capacity to address problem gambling prevention the Department also provides funding for CSB level problem gambling prevention data collection, capacity building, and strategy implementation.

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

1. The CSB shall provide a proposed budget.
2. These funds shall be used only for the implementation of the Problem Gambling Prevention Services described herein. Funding may be used to hire or maintain staff working on problem gambling prevention (PGP), provide stipends, travel related to PGP services, incentives for data collection, promotion/awareness items, and membership and attendance to organizations whose mission includes the mitigation of gambling problems.
3. Participate in surveys by coordinating collection of data your CSB catchment area on gambling and gaming behaviors.
4. Each CSB that receives problem gambling prevention funding will participate in conducting the Young Adult Survey and will ensure a minimum of two (2) different strategies to prevent problem gambling will be included in your CSB logic model. This may include:
    a. Information dissemination;
    b. Education;
    c. Alternative strategies;
    d. Environmental
    e. Community-Based Process; and/or
    f. Problem Identification and Referral
5. The CSB shall continue to build capacity in their CSB by assigning at least one person to oversee the problem gambling prevention work and share information about problem gambling with their communities. This includes attending and participating in all OBHW sponsored problem gambling trainings and webinars
6. The CSB may either hire or maintain a current at least a part time staff person, add hours on to a current part time position in the organization, or adjust a current employees workload to allow for time to lead and ensure compliance and implementation of all problem gambling prevention activities.
7. Any restricted state Problem Gambling and Support funds that remain unexpended or unencumbered at the end of the fiscal year may be carried over to the following year to be used only for Problem Gambling Prevention strategy expenses authorized by the Department.
8. If you have a casino or racino in your catchment area, continue to build relationships with those businesses and coordinate prevention and responsible gambling services for those facilities.

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

1. The Department shall monitor Problem Gambling Prevention Services program implementation progress through a quarterly report submitted by the CSB Problem Gambling Prevention Services Lead, other data gathering and analysis, periodic on-site or virtual visits to meet with the CSB Problem Gambling Prevention Services staff, and other written and oral communications with CSB Problem Gambling Prevention Services team members.
2. The Department may adjust the CSB's allocation of continued state funds for the Problem Gambling Prevention Services based on the CSB's compliance with its responsibilities, including the requirements for maximizing resources from other sources
3. The Department will respond to inquiries in a timely fashion, fulfill requests for training and share regular updates regarding the grant.
4. Every effort will be made to provide at least two weeks lead time prior to report deadlines by DBHDS in partnership with OMNI Institute federal reporting contractor.
5. The Department will provide a template for the plan and quarterly report for the CSB to use.

C. Reporting Requirements: The CSB shall track and account for its state Problem Gambling and Support Fund as restricted problem gambling prevention State funds, reporting expenditures of those funds separately in its quarterly reports.

Submit a quarterly report on problem gambling prevention activities to the DBHDS/OBHW Problem Gambling Prevention Coordinator (due by the 15th of October, January, April, and July.

12.6. Mental Health Services in Juvenile Detention Centers

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

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

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

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

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2. The CSB shall provide discharge planning for community based services for youth with identified behavioral health and/or substance use issues who return to the community.
3. The CSB shall document provided mental health and substance use services while a youth is in detention in the CSBs electronic health record (EHR).
4. The CSB shall have a Memorandum of Understanding (MOU), a Memorandum of Agreement (MOA), or contract with the juvenile detention center in which the CSB provides services. The MOU, MOA, or contract shall outline the roles and responsibilities of each entity, outline a plan for continued services if there is a vacancy, a dispute resolution process as well as outline a plan for regular communication between the CSB and Juvenile Detention Center. MOU/MOA and contracts shall be reviewed bi-annually.
5. The CSB shall notify the Office of Child and Family Services of any significant staffing changes or vacancies that cannot be filled within 90 days.

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

The Department shall establish a mechanism for regular review of reporting Mental Health in Juvenile Detention fund expenditures, data, and MOUs/MOAs or contracts to include a process by the Office of Child and Family Services.

C. Reporting Requirements:

1. The CSB shall account for and report the receipt and expenditure of these restricted funds separately.
2. The CSB shall adhere to the current Core Services Taxonomy descriptions and classifications of services. This information will be reported through the CCS by using Consumer Designation Code 916 code assigned each youth receiving services. When the youth is no longer receiving services in the juvenile detention center, the 916 Consumer Designation Code will be closed out.
3. The CSB biennially, shall provide a copy of a signed MOU/MOA or contract to the Department.

12.7 State Regional Discharge Assistance Program (RDAP)

Scope of Services and Deliverables

The Department and the CSB agree to implement the following requirements for management and utilization of all current state regional discharge assistance program (RDAP) funds to enhance monitoring of and financial accountability for RDAP 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.

A. The CSB Responsibilities:

1. The CSB shall comply with the current Discharge Assistance Program Manual issued by the Department.
2. 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 state RDAP funds can be used to implement additional IDAPPs to reduce EBLs.
3. All state RDAP 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 Services Taxonomy.
4. 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 state RDAP funds for ongoing IDAPPs and for one-time IDAPPs and the amounts of obligated but unspent state RDAP funds.

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5. If CSBs in the region cannot obligate at least 95 percent and expend at least 90 percent of the total annual ongoing state RDAP 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 state RDAP 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 state RDAP funds. This does not include one-time allocations to support ongoing DAP plans for multiple years.

B. The Department Responsibilities:

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 individualized discharge assistance program plans (IDAPPs) and acceptable uses of state RDAP 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 Department may conduct utilization reviews of the CSB or region at any time to confirm the effective utilization of state RDAP funds and the implementation of all approved ongoing and one-time IDAPPs.

C. Reporting Requirements: 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 state RDAP funds approved for each IDAPP, the total number of IDAPPs that have been implemented, and the projected total net state RDAP funds obligated for these IDAPPs.

13. Other Program Services

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

13.1. Mental Health Crisis Response and Child Psychiatry Funding –Regional Program Services Children's Residential Crisis Stabilization Units (CRCSU)

Scope of Services and Deliverables

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

1. Children's Residential Crisis Stabilization Unit

a. **Staffing**:

1. The CRCSU staffing plan will be reviewed by the CSB clinical director at least quarterly to determine staffing needs and to ensure that staffing patterns meet the needs of the individuals served.
2. Reviews are to ensure that staffing plans maximize the unit's ability to take admissions 24 hours a day seven (7) days a week. The CRCSU will follow the Service Description and Staffing as defined in Article 1 of Part IV in Chapter 105 Rules and Regulations for Licensing Providers by The Department of Behavioral Health and Developmental Services.

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3. The CRCSU will include family members, relatives and/or fictive kin in the therapeutic process and/or family support partners, unless it is not deemed clinically appropriate.
4. The CRCSU will have a well-defined written plan for psychiatric coverage. The plan must address contingency planning for vacations, illnesses, and other extended absences of the primary psychiatric providers. Plans will be reviewed and updated as needed. Plans will be consistent with licensing and DMAS regulations.
5. The CRCSU will have a well-defined written plan for nursing and/or clinical staff coverage. The plan must address contingency planning for vacations, vacancies, illnesses, and other extended staff absences. Plans will be reviewed and updated as needed. Plans will be consistent with licensing and DMAS regulations.
6. The CRCSU will have a well-defined written plan for staffing all provider coverage during weather related events and other natural and man-made disasters or public health emergencies. Plans will be reviewed and updated as needed.
7. CRCSU will have access to a Licensed Mental Health Professional (LMHP) or Licensed Mental Health Professional Eligible (LMHP-E) on-site during business hours and after hours, as needed, for 24/7 assessments.

b. **Admission and Discharge Process**:
   1. Individuals considered for admission should not have reached their 18th birthday prior to admission.
   2. The CRCSU shall review and streamline their current admission process to allow for admissions 24 hours a day seven (7) days a week.
   3. The CRCSU shall develop well-defined written policies and procedures for reviewing requests for admission. The CRCSU will maintain written documentation of all requests and denials that include clinical information that could be used for inclusion or exclusion criteria. Admission denials must be reviewed by the LMHP or CSU Director within 72 hours of the denial decision.
   4. The CSU shall agree to the following exclusionary criteria:
      i. The individual's psychiatric condition is of such severity that it can only be safely treated in an inpatient setting due to violent aggression or other anticipated need for physical restraint, seclusion or other involuntary control
         a. This may include: Individuals demonstrating evidence of active suicidal behavior. Individuals with current violent felony charges pending. Individuals demonstrating evidence of current assaultive or violent behavior that poses a risk to peers in the program or CRCSU staff. Individuals demonstrating sexually inappropriate behavior, such as sexually touching another child who is significantly older or younger that is not considered developmentally normal, within the last 12 months. Individuals with repetitive fire starter within the last 12 months.
      ii. The individual's medical condition is such that it can only be safely treated in a medical hospital as deemed by a physician
         a. This may include individuals deemed to have medical needs that exceed the capacity of the program.
      iii. The individual does not voluntarily consent to admission with the exception of temporary detention orders pursuant to §37.2-800 et. seq. and §16.1-335 et seq. of the Code of Virginia
         a. This may include individuals that are unable or unwilling to participate in the programmatic requirements to ensure safety of staff and residents of the program. Individuals unable or unwilling to participate with the goals set out in individualized service plan (ISP). Individuals who demonstrate or report inability to function in a group setting without causing significant disruption to others and are not able to participate in alternative programming
      iv. The individual can be safely maintained and effectively participate in a less intensive level of care

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a. This may include individuals whose needs can be better met through other services such as; individuals with a primary diagnosis of substance use disorder with current active use, individuals with ID/DD diagnosis better served by REACH programming.

v. The request for service authorization is being pursued to address a primary issue of housing need, including individuals who were in some form of housing placement prior to admission to the RCSU and are not currently allowed to return and do not meet medical necessity criteria

vi. Admission does not meet medical necessity criteria and is being used solely as an alternative to incarceration.

vii. Individuals admitted to the CRCSU should be at risk of serious emotional disturbance or seriously emotionally disturbed. The criteria for determining this is included in the current taxonomy.

5. The CRCSU shall accept and admit at least 60% of referrals made.
6. The CRCSU shall develop well-defined written policies and procedures for accepting step-downs from the Commonwealth Center for Children and Adolescents.
7. The CRCSU will follow discharge planning requirements as cited in the DBHDS licensing regulations (12VAC35-105-693).
8. CRCSUs will assess the integrated care needs of individuals upon admission and establish a plan for care coordination and discharge that addresses the individual's specialized care needs consistent with licensing and DMAS medical necessity

c. Programming

1. The CRCSU will have a well-defined written schedule of clinical programming that covers at least eight (8) hours of services per day (exclusive of meals and breaks), seven (7) days a week. Programming will be trauma informed, appropriate for individuals receiving crisis services, and whenever possible will incorporate evidence-based and best practices.
2. Programming must be flexible in content and in mode of delivery in order to meet the needs of individuals in the unit at any point in time.
3. The CRCSU will maintain appropriate program coverage at all times. The unit will have a written transition staffing plan(s) for changes in capacity.
4. The CRCSU manager, director, or designee shall implement a review process to evaluate both current and closed records for completeness, accuracy, and timeliness of entries. (12VAC35-105- 920)
5. Programming will contain a mix of services to include but not limited to: clinical, psycho educational, psychosocial, relaxation, and physical health.
6. Alternate programming must be available for individuals unable to participate in the scheduled programming due to their emotional or behavioral dysregulation.
7. The CRCSU manager, director, or designee shall outline how each service offers a structured program of individualized interventions and care designed to meet the individuals' physical and emotional needs; provide protection, guidance and supervision; and meets the objectives of any required individualized services plan. The CRCSU will provide scheduled recreational to include but not limited to: art, music, pet therapy, exercise, and yoga, acupuncture, etc.

d. **Resources**:

1. The CRCSU will develop a well-defined written process for building collaborative relationships with private and state facilities, emergency services staff, CSB clinical staff, schools, Family and Assessment Planning Teams (FAPT) and local emergency departments in their catchment area. Ideally, these collaborative relationships will facilitate the flow of referrals to the CRCSU for diversion and step down from a hospital setting and to transition an individual from a CRCSU to a higher level of care. This process will be documented in the CRCSUs policies and procedures.

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2. The CRCSU will participate in meetings in collaboration with DBHDS and other CRCSUs at least quarterly

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

1. The CRCSU will comply with all DBHDS licensing requirements.
2. The CRCSU will provide data as per the provided DBHDS standardized spreadsheet for the CRCSU on a quarterly basis until such time this request is discontinued upon full operation of the retrieval of data from the Crisis Data Platform
3. The CRCSU will be responsible for the uploading of bed registry data metrics into the Crisis Data Platform as per the DBHDS Bed Registry Standards.
4. CRCSUs shall be considered regional programs and is not specific to the physical location of the program. The CSBs in the Region will revise the Memorandum of Understanding (MOU) governing the Regional CRCSU and provide this to the Department upon request.
5. The CRCSU will offer evidence based and best practices as part of their programming and have an implementation/ongoing quality improvement for these in the context of the applicable regulations. The CRCSU shall develop a written plan to maintain utilization at 65% averaged over a year and submit to DBHDS annually, Crisis Services Coordinator with ongoing revisions as needed. DBHDS will review utilization data annually and make adjustments to utilization targets up to 75% required capacity.
6. The CRCSU will develop a written plan to ensure the CRCSUs remain open, accessible, and available at all times as an integral part of DBHDSs community-based crisis services.
7. The CRCSU will develop a written plan to accept individuals accepting step-downs from Commonwealth Center for Children and Adolescents.
8. The CSB shall meet the reporting requirements required in Section 7. Reporting Requirements and Data Quality of the FY 2022 and FY 2023 Community Services Performance Contract. This includes reporting requirements for both CARS and CCS.

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

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

C. Reporting Requirements for Children's Residential Crisis Stabilization Unit

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

2. Child Psychiatry and Children's Crisis Response Funding

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

A. The CSB Responsibilities

1. **Child Psychiatry and Crisis Response** the regional fiscal agent shall require a Memorandum of Understanding (MOU), a Memorandum of Agreement (MOA), or a contract with all CSBs in their region if Child Psychiatry and Crisis Clinician Services are to be provided by individual boards. The MOU or MOA shall outline the roles, responsibilities of the regional fiscal agent and each board receiving funding, funding amounts, data and outcomes to be shared with the regional fiscal agent, and how children can access child psychiatry and crisis clinician services. The MOU, MOA, or contract shall be developed by the CSB providing the services, reviewed by the regional fiscal agent, and executed once agreed upon.
2. If the CSB fiscal agent is providing regional Child Psychiatry and Crisis Clinician Services, then the regional fiscal agent shall develop the MOU, MOA, or contract to be reviewed by each CSB in the region and executed once agreed upon.Each CSB shall have access to a board-certified Child and Adolescent Psychiatrist who can provide assessment, diagnosis, treatment and dispensing and monitoring of medications to youth and adolescents involved with the community services board.
3. The CSB may hire a psychiatric nurse practitioner due to the workforce shortage of child and adolescent psychiatrists or contract within the region to have access.
4. The psychiatrist's role may also include consultation with other children's health care providers in the health planning region such as general practitioners, pediatricians, nurse practitioners, and community service boards' staff, to increase their expertise in the prevention, diagnosis, and treatment of children with mental health disorders.
5. CSBs must include, in the MOA/MOU, a description on how the CSB creates new or enhances existing community-based crisis response services in their health planning region, including, but not limited to mobile crisis response and community stabilization services, with the goal of diverting children from inpatient psychiatric hospitalization to less restrictive services in or near their communities.
6. Funds cannot be used to fund emergency services pre-screener positions if their role is to function as an emergency services clinician.

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

1. The Regional Fiscal Agent shall notify the department of any staffing issues for these services such as a reduction in staffing or an extended vacancy.
2. The Regional Fiscal Agent shall consult with the Office of Child and Family Services about any changes to the services allocation.

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3. The CSB may charge an administrative cost in accordance with the role the CSB is serving for the region. The amount of funding that may be retained by the Regional Fiscal Agent for Administrative Costs is as follows:

    a. If the Regional Fiscal Agent is only passing the funding through to another CSB or service entity and is not entering into a contract or managing the program for which the funds are intended, the Regional
    b. Fiscal Agent may retain up to 2.5% of the allocation amount for Administrative Costs.
    c. If the Regional Fiscal Agent is entering into a subcontract with another entity which will allow the third party to administer the service or program, the Regional Fiscal Agent may retain up to 5% of the allocation for Administrative Costs.
    d. If the Regional Fiscal Agent is directly administering the program or service for which the funds are intended, the Regional Fiscal Agent may retain up to 10% of the allocation for Administrative Costs.

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

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

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

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

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

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

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

1. Outpatient Services

Scope of Services and Deliverables

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

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

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

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

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

2. Primary Care Screening and Monitoring

Scope of Services and Deliverables

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

A. For the implementation of "ongoing behavioral health service" is defined as "child with SED receiving Mental Health Targeted Case Management or adult with SMI receiving Mental Health Targeted Case Management". These clients are required to be provided with a yearly primary care screening to include, at minimum, height, weight, blood pressure, and BMI. This screening may be done by the CSB or the individual may be referred to a primary care provider to have this screening completed.
B. If the screening is done by a primary care provider, the CSB is responsible for the screening results to be entered in the patient's CSB electronic health record. The CSB will actively support this connection and coordinate care with physical health care providers for all service recipients.
C. CSB shall screen and monitor any individual over age 3 being prescribed an antipsychotic medication by a CSB prescriber for metabolic syndrome following the American Diabetes Association guidelines.
D. Individuals with serious mental illness (SMI), a population primarily served by the CSB, are known to be at higher risk for poor physical health outcomes largely due to unidentified chronic conditions. Therefore it is important for behavioral health staff to provide primary care screening to identify and provide related care coordination to ensure access to needed physical health care.
E. For the population includes all individuals over age 3 who receive psychiatric medical services by the CSB. CSB must report the screen completion and monitoring completion in CCS monthly submission**.**

3. Same Day Access (SDA)

Scope of Services and Deliverables

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

A. SDA emphasizes engagement of the individual, uses concurrent EHR documentation during the delivery of services, implements techniques to reduce appointment no shows, and uses centralized scheduling. If it has received state mental health funds to implement SDA, the CSB shall report SDA outcomes through the CCS Extract outcomes file. The CSB shall report the date of each SDA comprehensive assessment, whether the assessment determined that the individual needed services offered by the CSB, and the date of the first service offered at the CSB for all individuals seeking mental health or substance use disorder services from the

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CSB.

B. The Department shall measure SDA by comparing the date of the comprehensive assessment that determined the individual needed services and the date of the first CSB face-to-face or other direct service offered to the individual. SDA benchmarks can be found in Exhibit B of the performance contract.

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

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

A. All CSB shall ensure they have clinician(s) who specialize in treatment for post-traumatic stress disorder and other forms of trauma including from military and/or combat service including military sexual trauma and substance use disorders.

B. CSB shall ensure behavioral health services including but not limited to SMI, SUD, Co-Occurring and Youth/Adolescents. Clinical services for this population shall align with federal clinical guidelines from Veterans Affairs and Department of Defense can be found at https://www.healthquality.va.gov.

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

D. The CSB shall submit information on SMVF receiving services in CCS monthly submission**.**

13.3. Case Management Services Training

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

13.4. Developmental Case Management Services Organization

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

Access to Substance Abuse Treatment for Opioid Use Disorder (OUD)

The CSB shall ensure that individuals requesting treatment for opioid use disorder ~~drug abuse~~, including prescription pain medications, regardless of the route of administration, receive rapid access to appropriate treatment services, as defined in 45 CFR § 96.126, 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 § 96.121, available until the individual is admitted.

13.5. Regional Programs

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

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

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

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COMMUNITY SERVICES PERFORMANCE CONTRACT

Exhibit H FY24-25

Regional Local Inpatient Purchase of Services (LIPOS) Requirements

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COMMUNITY SERVICES PERFORMANCE CONTRACT

Exhibit H FY24-25

Regional Local Inpatient Purchase of Services (LIPOS) Requirements

Background

Effective July 1, 2021, The Department and the CSB agree to implement the following requirements for management and utilization of all regional state mental health acute care (LIPOS) funds to enhance monitoring of and financial accountability for LIPOS funding, divert individuals from admission to state hospitals when clinically appropriate, and expand the availability of local inpatient psychiatric hospital services for state facility diversions.

HB1800 P. Out of this appropriation, $8,774,784 from the general fund the second year is provided from a transfer from Item 322 for Community Services Boards and a Behavioral Health Authority to divert admissions from state hospitals by purchasing acute inpatient or community-based psychiatric services at private facilities. This funding shall continue to be allocated to Community Services Boards and a Behavioral Health Authority for such purpose in an efficient and effective manner so as not to disrupt local service contracts and to allow for expeditious reallocation of unspent funding between Community Services Boards and a Behavioral Health Authority.

A. The CSB Responsibilities

1. All regional state mental health LIPOS 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 Core Services Taxonomy 7.3.

2. The CSB, through the RMG and RUMCT on which it participates, shall ensure that other funds or resources such as pro bono bed days offered by contracting local hospitals and Medicaid or other insurance payments are used to offset the costs of local inpatient psychiatric bed days or beds purchased with state mental health LIPOS funds so that regional state mental health LIPOS funds can be used to obtain additional local inpatient psychiatric bed days or beds.

3. If an individual's primary diagnosis is SA (Substance Abuse) and a TDO (Temporary Detention Order) is issued to a private psychiatric facility LIPOS may be used by the CSB.

4. CSBs and/or regions are expected to maintain contracts or memorandum of agreement with local facilities that at minimum specifies funding is to be utilized as funding of last resort, authorization procedures, timeliness of invoicing, the rate, and any other limitations. These contracts or MOU's shall be available to DBHDS upon request for review.

5. Annually regions will provide DBHDS with contracted rates for facilities. This will be due with the first quarter report.

B. The Department Responsibilities

1. The Department, may conduct utilization reviews of the CSB or region at any time to confirm the effective utilization of regional state mental health LIPOS funds.

2. The Department shall provide technical assistance when requested by the CSB.

C. Payment Terms

1. LIPOS allocations are distributed to the regional fiscal agent. The RMG/ RUMCT and Regional fiscal agent retain responsibility to ensure equitable access to the regional allocation by CSB and report to DBHDS any funding deficits or re allocation by CSB. Funding for regions will be

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determined by DBHDS in collaboration with the region based on regional spending from previous year.

a) For initial allocation to be distributed within 15 day of the beginning of the fiscal year DBHDS will allocated the higher of: either Average spending for previous fiscal year quarters 1, 2 and 3 **OR** the highest quarter spent.
b) For the quarters 2, 3 and 4 of the fiscal year determination of the allocation will be based on the previous quarter amount spent. *For example: Quarter 2 funding is a reimbursed amount of quarter 1 LIPOS spending.*
c) At any time during the year should expenses exceed funding regions may request assistance from DBHDS. Additionally DBHDS will monitor expenses and encumbrance to ensure regions have adequate funding for invoices received after the end of the fiscal year per contract/MOA agreements.

2. Administration fees for LIPOS are based on the following:
   a) The Regional Fiscal Agent is entering into a subcontract with another entity which will allow the third party to administer the service or program, the Regional Fiscal Agent may retain up to 5% of the allocation/expenditures for Administrative Costs.
   OR
   The annualized cost of the employed Regional manager.
   b) The determination of which administration fee methodology utilized will be discussed and documented by regional leadership and DAP specialist with DBDHS. Should the region choose the 5% this 5% will be determined based on the amount spent the previous fiscal year.
   c) The administration fee that is agreed upon will be sent in full to the region at the beginning of the fiscal year.

3. Any balance of LIPOS funds at the end of quarter 4 may be accounted for in the following fiscal year allocation. Unspent balances are not to be utilized without approval from DBHDS.

D. Reporting

1. The region will provide quarterly data on an agreed upon LIPOS data collection tool each quarter no later than 30 Days after the end of the quarter. Regions will maintain documentation of invoices from providers. These invoices and documentation shall be available to DBHDS upon request.

2. Any changes to the LIPOS reporting tool will be reviewed and discussed with CSB Regional Managers and they will be given a 30-day time frame to implement changes.

3. CSBs are responsible for maintaining reporting in the electronic health record for individuals receiving LIPOS contracted services. Bed days used should be recorded under Inpatient services (250).

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Exhibit I
FY2024-2025 Behavioral Health Wellness/Prevention Services
(See Exhibit G)

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Exhibit J: FY2024 AND FY2025
Community Services Performance Contract
Certified Preadmission Screening Clinicians Requirements

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Exhibit J: FY2024 AND FY2025
Community Services Performance Contract
Certified Preadmission Screening Clinicians Requirements

Background

The Code of Virginia (§37.2-809, §16.1-338-340.1, §19.2-169.6) requires any person who conducts preadmission screening evaluations, for the purposes of temporary detention, to complete a certification program approved by the Virginia Department of Behavioral Health and Developmental Services (the "DBHDS").

The certification is valid throughout the Commonwealth. DBHDS regulates the certification, and recertification, of Certified Preadmission Screening Clinicians (CPSC), through regular compliance inspections, and according to the requirements outlined in this Agreement. DBHDS provides the certification based on the attestation of the individual's supervisor and executive director that the individual meets the certification requirements and has completed the orientation requirements.

DBHDS is amending the requirements for who may be certified as a Preadmission Screening Clinician. This change recognizes the wealth of knowledge in our current workforce and the hardships CSBs have faced in recruiting individuals to this role.

1. **Requirements for Initial Certification**
   All CPSC applicants seeking initial certification must meet the educational, professional licensure, orientation and supervision standards outlined herein.

   A. Education and Licensure Requirements

   1. CPSC applicants may be a Licensed Mental Health Professional (LMHP), *OR*

   2. Qualified Mental Health Professional (QMHP) as defined by the Department of Health Professions.

      CPSCs hired on or before September 30, 2022, and who have fulfilled all requirements, and are an active QMHP or QMHP-T (Qualified Mental Health Professional-Trainee) with the Department of Health Professions, are appropriately certified to provide preadmission screening evaluations throughout the Commonwealth unless there is an interruption in their employment.

   3. Applicants may apply that are not currently licensed or certified but hold the appropriate educational attainment and experience while being registered or in supervision with the appropriate professional board to become certified or licensed.

   B. Orientation Requirements
   All CPSC applicants must successfully complete orientation that meets the following content, observational and experiential requirements:

   1. Completion of the requisite online training modules on topics that include legislative and regulatory requirements, disclosure of information, and clinical aspects of risk assessment including the modules on the preadmission screening report and REACH.

   2. Completion of an Emergency Services (ES) orientation that meets the content requirements:
      a. Orientation to civil commitment process, legal requirements and performance contract related requirements.
      b. Orientation to documentation expectations and requirements.

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c. Orientation to expectations for use of clinical consultation with peers and supervisors
d. Orientation to local policies and procedures
e. Orientation to role and interface with local law enforcement
f. Orientation to role and interface with magistrates and special justices
g. Orientation to resources for alternatives to hospitalization
h. Orientation to bed registry
i. Orientation to process for securing local private beds
j. Orientation to process for securing state facility beds
k. Orientation to process to access LIPOS or SARPOS funding
l. Orientation to alternatives for special populations [e.g., children, ID/DD or geriatric]
m. Orientation to Federal and State laws about allowed disclosure of information and communication in routine and emergency situations
n. Tour of local facilities (E.g., local hospitals, CSUs, jail, REACH, etc.) as relevant

3. Completion of 40 hours direct observation and direct provision of emergency services, to include conducting preadmission screening evaluations and other forms of crisis services including, but not limited to: knowledge of relevant laws, interviewing skills, mental status exam, substance use assessment, risk assessment, safety planning and accessing community referrals. The 40 hours may be done concurrently.

4. Completion of preadmission screening evaluations under direct observation of an LMHP or LMHP-R (Licensed Mental Health Professional-Resident) CPSC. The number required will be agreed upon by the CSB's Executive Director and ES Director/Manager.

5. Attestation by a supervisor that the applicant has reached an acceptable level of clinical competence and procedural knowledge to be certified.

6. For a minimum of the first three months of the certification period, newly certified CPSCs are required to consult with a supervisory-level CPSC when the outcome of any preadmission screening evaluation to not recommend hospitalization for an individual under an Emergency Custody Order (ECO).

7. Applicants may begin working independently as a CPSC when an application for certification as well as an attestation of completed orientation and of the ability of the individual to perform the CPSC responsibilities has been submitted to DBHDS at: preadmissionscreening@dbhds.virginia.gov.

8. The documentation associated with orientation and training must be maintained by the primary Community Services Board of employment and be provided to DBHDS for auditing purposes when requested.

2. <u>Requirements for Maintaining Certification</u>

In addition to the requirements for continuing education, supervision, and quality assurance/review outlined below, all applicants must demonstrate direct involvement in the delivery of emergency services, including the completion of preadmission screening evaluations during the certification period to maintain certification.

Individuals grandfathered as CPSCs under the July 1, 2016 Certification of Preadmission Screening Clinicians document maintain their grandfathered status under this agreement.

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Exhibit J: FY2024 AND FY2025
Community Services Performance Contract
Certified Preadmission Screening Clinicians Requirements

A. Continuing Education Requirements

1. Applicants for recertification are required to participate in 16 hours of relevant continuing education annually.
2. The Community Services Board of employment will ensure that the continuing education requirement is met and must be able to provide documentation to DBHDS at any time for auditing purposes.
3. Individuals who are licensed by the Board of Health Professions may use their required continuing education hours for their license or registration as a qualified mental health professional to achieve this requirement.
4. All applicants are required to complete any new on-line training modules released by DBHDS, within 60 days of release. If a CPSC is out on extended leave, they may prorate these hours accordingly.

B. Supervision Requirements

1. Applicants for recertification are required to participate in a minimum of 12 hours of individual and/or group supervision, annually.
2. Licensed CPSC supervisors who direct the work of others and provide supervision/consultation to CPSCs conducting preadmission screenings are exempt from this requirement. Supervision may be provided in person, by audio or virtually with two-way audio visual technology.
3. All staff with a QMHP must meet the required supervisory requirements outlined by the Department of Health Professions.

C. Quality Assurance/ Quality Improvement Reviews

1. Regardless of the length of the period of certification, and regardless of professional licensure, all applicants are required to participate in quality assurance/quality improvement review activities of at least 5 percent of all preadmission screening evaluations completed, annually.
2. These reviews must be completed by a supervisor who is a CPSC.
3. Documentation of these reviews and actions taken to improve the documentation and provision of crisis response services including safety planning, using a "least restrictive" mindset for all evaluations, assessing capacity, use of community resources and must be available upon DBHDS request.

3. Requirements for CPSC Supervisors

For the purposes of this document, "supervisor" is defined as a: supervisory level, licensed CPSC, with a minimum of two years' experience working in crisis services. Supervisors have the authority to direct the decision making of clinician-level CPSCs and are directly responsible for the oversight of the delivery of emergency/crisis intervention services, to include quality assurance/review activities.

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CPSC supervisors who do not hold a professional license from the Board of Health Professions, but are registered for supervision and meet the minimum of two years' experience working in crisis services may be utilized with a variance granted by DBHDS. Each variance must outline a timeline and path to bring the individual up to meeting the standard for CPSC Supervisors.

A. **CPSC Supervisors must meet the following:**
   1. Completion of the Initial Certification process.

   2. Continuing Education requirements described under Requirements for Maintaining Certification, Subsection A.

   3. Licensed CPSC supervisors who direct the work of others and provide supervision/consultation to CPSCs conducting preadmission screenings are exempt from the annual requirement to participate in a minimum of 12 hours of individual and/or group supervision.

   4. Licensed CPSC supervisors who conduct quality review and improvement activities of other CPSCs are exempt from the requirement to complete a preadmission screening assessment and report annually.

4. DBHDS Notification of Change in Employment Status

The CSB must notify DBHDS, at preadmissionscreening@dbhds.virginia.gov, if a CPSC leaves the CSB's employment or transfers to another position within the CSB and will no longer be performing the duties of a CPSC. The CPSC's certification will be considered expired and subject to compliance with section 5 of this Agreement. For CPSCs who remain with the same employer and will continue to work as a CPSC in any capacity, notification to the Department is not needed.

5. Hiring an individual with prior CPSC experience

If an individual seeks a position as a CPSC, DBHDS will confirm the individual's certification status upon request received at preadmissionscreening@dbhds.virginia.gov.

A. If the certification is active and valid, the CSB is required to verify that any additional requirements for continued certification and supervision are met.

B. Licensed CPSCs whose certification has expired less than 24 months, only need to complete the local orientation for recertification.

C. CPSCs without professional licensure whose certification has expired less than 12 months, only need to complete the local orientation for recertification.

D. CPSCs without professional licensure whose certification has expired more than 12 months and licensed CPSCs whose certification has expired more than 24 months must complete the process for initial certification.

E. If the individual has CPSC experience and does not meet with the new requirements for a CPSC, a variance may be sought from DBHDS.

F. If the certification has not expired, the individual's hours for supervision and continuing education may be prorated to allow recertification when current certification expires.

6. Variance Requests

A variance request may be made to DBHDS on a case-by-case basis. A variance request is needed

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if any of the above criteria for initial or recertification of certified prescreeners or supervisors cannot be met. Approved variances expire on June 30th of each year. Variances received after April 1st will expire the following year on June 30th. The CSB will be responsible for submitting a report to DBHDS on the individual's initial or recertification progress within 30 days of the variance expiration date.

The variance request must outline the:

1. Specific educational and experiential background of the applicant.
2. Reason the variance is being sought.
3. Specific monitoring activities the CSB will perform with associated timelines to bring the individual into alignment with the required education and licensure requirements as applicable.

7. DBHDS Quality Assurance and Oversight

DBHDS will ensure compliance with these requirements by conducting reviews of samples of certification documentation during critical incident reviews and at other times as determined by DBHDS. Compliance reviews will include:

1. Review of documentation demonstrating compliance with orientation requirements.
2. Reviewing a copy of QMHP certification/registration.
3. Reviewing a copy of License or supervision enrollment from the Department of Health Professions. This includes annual verification of license status.
4. Reviewing any actions taken by the Department of Health Professions related to performance of any QMHP or LMHP CPSC.
5. Reviewing documentation demonstrating compliance with continuing education requirements, including completion, within 60 days of any new modules released by DBHDS.
6. Reviewing documentation demonstrating the provision of individual and/or group supervision hours for all CPSCs.
7. Review of documentation demonstrating quality assurance/quality improvement reviews and actions of at least 5 percent of all preadmission screening evaluations completed by each CPSC, including review of results and any subsequent quality improvement activities. Information identifying individual records reviewed must be available to DBHDS upon request.

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FY 24-25 Exhibit K
Collaborative Discharge Requirements for Community Services Boards and State Hospitals
Adult & Geriatric

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Attachments:
Appendix A: Out of Catchment Notification/Referral Form
Appendix B: Memo Regarding Patient Choice at Discharge
Appendix C: DAP Memory Care Justification Form

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FY 24-25 Exhibit K
Collaborative Discharge Requirements for Community Services Boards and State Hospitals
Adult & Geriatric

Department of Behavioral Health and Developmental Services

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

Shared Values:

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

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

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

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FY 24-25 Exhibit K
Collaborative Discharge Requirements for Community Services Boards and State Hospitals
Adult & Geriatric

General Requirements

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

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this process shall be submitted to each region's Community Transition Specialist.		

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FY 24-25 Exhibit K
Collaborative Discharge Requirements for Community Services Boards and State Hospitals
Adult & Geriatric

Collaborative Responsibilities Following Admission to State Hospitals

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
The CSB emergency services clinician shall notify the CSB discharge planner of every admission to a state hospital	*Within 24 hours of the issuance of the TDO*		
CSB staff shall participate in discussions to determine whether the state hospital is the most appropriate treatment site	*Immediately upon admission and ongoing*	State hospital staff shall assess each individual to determine whether the state hospital is the most appropriate treatment site	*Immediately upon admission and ongoing*
CSB staff shall begin the discharge planning process for both civil and forensic admissions. If the CSB disputes case management CSB/discharge planning responsibility for the individual, the CSB shall notify the state hospital social work director immediately upon notification of the admission (for reference, please see the definition of "case management CSB/CSB responsible for discharge planning" contained in the glossary of this document). 1. For every admission to a state hospital from the CSB's catchment area that is not currently open to services at that CSB, the CSB shall open the individual to consumer monitoring and assign case management/discharge planning responsibilities to the appropriate staff. 2. The individual assigned to take the lead in discharge planning will ensure that other relevant parties (CSB program staff, private providers, etc.) are engaged with state hospital social work staff.	*Upon admission*	State hospital staff shall contact the CSB to notify them of the new admission State hospital staff shall also provide a copy of the admissions information/face sheet to the CSB, as well as the name and phone number of the social worker assigned and the name of the admitting unit For individuals admitted with a primary developmental disability (DD) diagnosis, or a co-occurring mental health and DD diagnosis, the hospital social work director (or designee) shall communicate with the CSB discharge liaison to determine who the CSB has identified to take the lead in discharge planning (CSB liaison or DD staff). At a minimum, the CSB staff is who assigned lead discharge planning responsibilities shall participate in all treatment team meetings and discharge planning meetings; however, it is most advantageous if both staff can participate in treatment teams as much as possible.	*Within one business day* *Within one business day*

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

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participation in person or via phone or video conference is expected. This is the most effective method of developing comprehensive treatment goals and implementing efficient and successful discharge plans.	*the missed meeting*	participate in as many treatment team meetings as possible	

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Collaborative Discharge Requirements for Community Services Boards and State Hospitals
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Needs Assessment

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Discharge planning begins on the initial prescreening evaluation and continues throughout hospitalization. In completing the discharge plan, the CSB shall consult with the individual, members of the treatment team, the surrogate decision maker, and (with consent) family members or other parties, to determine the preferences of the individual upon discharge. The CSB shall obtain required releases of information. The discharge plan shall include: • The anticipated date of discharge from the state hospital • The identified services needed for successful community placement and the frequency of those services • The specific public and/or private providers that have agreed to provide these services	*At admission and ongoing thereafter* *As soon as possible upon admission*	The state hospital social worker shall complete the comprehensive social work assessment. This assessment shall provide information to help determine the individual's needs upon discharge. The treatment team shall document the individual's preferences in assessing their unique needs upon discharge.	*Prior to the CTP or within seven calendar days of admission* *Ongoing*
CSB shall assist with any required forms of identification, or obtaining required documents that an individual may already have.	*As needed*	The state hospital shall assess if any form of identification will be required for discharge planning purposes, what forms of identification the individual may already have available, and begin the process of obtaining identification if needed	*Within one week of admission*
If the individual's needs change or as more specific information about the discharge plan	*Ongoing*	As an individual's needs change, the hospital social worker shall document changes in their	*Ongoing*

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becomes available, the CSB staff shall update the discharge plan accordingly		progress notes and through communications/meetings with the CSB.	

The CSB and the state hospital treatment team shall ascertain, document, and address the preferences of the individual and the surrogate decision maker as to the placement upon discharge. These preferences shall be addressed to the greatest degree possible in determining the optimal and appropriate discharge placement (please see attached memo regarding patient choice in state hospital discharges)	*Ongoing*

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Pre-Discharge Planning

Note: please see glossary for information regarding state and federal regulations concerning release of information for discharge planning purposes

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
For the following services, the CSB shall confirm the availability of serves, as well as the individual's appropriateness for services; or refer to a private provider for services • Case management • Psychosocial rehabilitation • Mental health skill building • Permanent supportive housing • PACT/ICT • Other residential services operated by the CSB or region The CSB shall share the outcome of the assessment and the date when the services will be available with the hospital treatment team.	*Within 10 business days of receiving the referral* *Immediately upon completion of the assessment*	The state hospital treatment team shall review discharge needs on an ongoing basis. If referrals for the following services are needed for the individual, the hospital social worker shall refer the individual to the CSB responsible for discharge planning for assessment for eligibility • Case management • Psychosocial rehabilitation • Mental health skill building • Permanent supportive housing • PACT/ICT • Other residential services operated by the CSB or region	*Within two business days of the treatment team identifying the need for the services*
NGRI acquittees: The CSB Executive Director shall appoint an individual with the appropriate knowledge, skills, and abilities to serve as NGRI Coordinator for their agency (please see glossary for specific requirements)	*Ongoing. Changes in assigned NGRI Coordinator should be communicated to DBHDS Central*	**NGRI acquittees:** State hospital staff shall provide notice to the NGRI Coordinator of any meetings scheduled to review an acquittee's appropriateness for a privilege increase or release	*At least two business days prior to the scheduled meeting*

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The CSB NGRI Coordinator or designee (with decision-making and signatory authority) shall attend in person or via telephone any meetings scheduled to discuss an acquittee's appropriateness for privilege level increases at the unescorted community not overnight privilege level or higher. The CSB NGRI Coordinator shall review, edit, sign, and return the risk management plan (RMP) for individuals adjudicated as NGRI The CSB NGRI Coordinator shall develop and transmit to the state hospital a fully developed conditional release plan (CRP) or unconditional release plan (UCRP) with all required signatures Please note: For some NGRI patients, the RMP or CRP may involve more than one CSB. It is essential that the CSB responsible for the development of these plans communicates efficiently with other involved CSBs, and ensures that these plans are signed as soon as possible according to the time frames above.	*Office Forensics staff* *Ongoing* *Within 10 business days of receiving notice from the state hospital* *Within 10 business day of being notified that the individual has been recommended for release*	The state hospital shall provide notice to CSB staff, including the CSB NGRI Coordinator, of the need for a risk management plan (RMP), a Conditional Release Plan (CRP), or an Unconditional Release Plan (UCRP) once the determination has been made that a packet must be completed The state hospital shall complete the packet requesting an increase in privilege level or release	*Within one business day of the treatment team identifying the individual as being eligible for a privilege increase or release* *Within 10 business days of the treatment team identifying the individual as being eligible for a privilege increase*

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Guardianship: Upon being notified of the need for a guardian, the CSB shall explore potential individuals/agencies to serve in that capacity. If the CSB cannot locate a suitable candidate who agrees to serve as guardian, they shall notify the state hospital to begin the process of referral for a DBHDS guardianship slot.	*Within two business days of notification* *Within 10 business days of notification of need for a guardian*	**Guardianship:** Evaluation for the need for a guardian shall start upon admission. Activities related to securing a guardian (if needed) start and continue regardless of a patient's discharge readiness level. The hospital social worker shall notify the CSB discharge planner that the treatment team has determined that the individual is in need of a guardian in order to be safely discharged. If notified by the CSB that a suitable candidate for guardianship cannot be located, the state hospital shall begin the process of referring the individual to DBHDS Central Office for a DBHDS guardianship slot. This referral shall include a comprehensive assessment of the individual's lack of capacity, and potential for regaining capacity. This assessment shall be shared with the CSB upon completion by the evaluating clinician.	*Within two business days of determination* *Immediately upon notification by the CSB of the need for a DBHDS guardianship slot*

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

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

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or the patient discharges to a different placement.	*Within five business days of sending the referral*		*As requested*
Shelter placements: Both the CSB responsible for discharge planning, and the CSB that serves the catchment area where the shelter is located shall follow the same procedures as outlined in the CSB transfers section for out of catchment placements.		**Shelter placements:** If discharge to a shelter is clinically recommended and the individual or their surrogate decision maker agrees with this placement, the hospital social worker shall document this recommendation in the medical record. The hospital social worker shall notify the director of social work when CSB consultation has occurred. The director of social work shall review the plan for discharge to a shelter with the medical director (or their designee). Following this review, the medical director (or designee) shall document	

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		endorsement of the plan for discharge to a shelter in the individual's medical record. In the case of out of catchment shelter placements, hospital staff shall notify both the CSB responsible for discharge planning, as well as the CSB that serves the catchment area of the shelter.	*Prior to discharge*
Individuals with a developmental disability (DD) diagnosis: The CSB shall determine and report to the hospital if the individual is currently receiving DD services, has a waiver, is on the waiver waiting list, or should be screened for waiver When indicated based on the information above, the VIDES shall be completed The CSB shall initiate a referral to REACH for any individual who is not already being followed by REACH If applicable, the CSB shall ensure that the individual has been added to the DD Waiver waitlist.	*Within two business days of admission* *Within ten business days of admission* *Within three calendar days of admission*	**Individuals with a developmental disability (DD) diagnosis:** Upon identification than an individual admitted to the state hospital has a DD diagnosis, the hospital social work director shall notify the CSB liaison/case manager and the CSB DD director (or designee). The state hospital shall notify the designated CSB lead for discharge planning of all relevant meetings, as well as the REACH hospital liaison (if REACH is involved) so attendance can be arranged. The state hospital shall assist the CSB in compiling all necessary documentation to implement the process for obtaining a DD waiver and/or bridge funding. This may	*Immediately upon notification of diagnosis* *Ongoing* *As needed. Required*

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The CSB liaison and support coordinator shall participate in the development and updating of the discharge plan, including attending and participating in treatment team meetings, discharge planning meetings, and other related meetings. The CSB shall contact and send referrals to potential providers, and assist in coordinating assessments with these providers. The CSB shall assist in scheduling tours/visits with potential providers for the individual and/or the individual's surrogate decision maker. The CSB shall locate and secure needed specialists who will support the individual in the community at discharge. If required, the CSB shall facilitate the transfer of case management responsibilities to the receiving CSB according to the *Transferring Support Coordination/DD Waiver Slots* policy. The CSB shall request an emergency DD waiver slot if the individual is determined to be eligible for waiver, prior to requesting DAP funding. If it is anticipated that an individual with a DD diagnosis is going to require transitional	*Immediately upon notification of need* *At admission and ongoing* *At the time that an individual is rated a discharge ready level 2* *Ongoing* *Prior to discharge* *According to timelines set forth*	including conducting psychological testing and assessments as needed. The state hospital shall serve as a consultant to the DD case manager as needed. The state hospital shall assist with coordinating assessments with potential providers. The state hospital shall facilitate tours/visits with potential providers for the individual and/or the individual's surrogate decision maker. Note: When requested referrals or assessments are not completed in a timely manner, the state hospital director shall contact the CSB Executive Director to resolve delays in the referral and assessment process.	*psychological testing and assessment shall be completed within 21 calendar days of referral* *At the time that the individual is rated a discharge ready level 2* *Ongoing*

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funding, the CSB shall completed an application for DD crisis funds.	*in the transfer procedure* *Immediately upon notification of need* *Immediately upon notification of need*		

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Readiness for Discharge

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Once the CSB has received notification of an individuals' readiness for discharge, they shall take immediate steps to implement the discharge plan	*Immediately upon notification*	The treatment team shall assess and rate the clinical readiness for discharge for all individuals The state hospital social worker shall notify the CSB through the use of email when the treatment team has made a change to an individual's discharge readiness rating. This includes when an individual is determined to be ready for discharge and no longer requires inpatient level of care. Or, for voluntary admissions, when consent has been withdrawn.	*A minimum of weekly* *Within one business day*
In response to the state hospital's weekly email including all patients who are RFD, the CSB shall "reply all" with discharge planning updates. Note: These email correspondences are not required to occur on weeks when CSBs and state hospitals collaboratively review patients who are ready for discharge. These notifications and responses shall occur for all individuals, including individuals who were diverted from other state hospitals.	*Within two business days*	On weeks in which CSB and state hospital census/barriers meetings do not occur, the state hospital shall use encrypted email to provide notification to each CSB's liaison, the liaison's supervisor, the CSB behavioral health director or equivalent, the CSB executive director, the state hospital social work director, the state hospital director, the appropriate Regional Manager, and the Central Office Community Transition Specialist (and others as appropriate) of every individual who is ready for discharge, including the date that the individual was determined to be clinically ready for discharge. Note: These notifications and responses shall occur for all individuals, including individuals who were diverted from other state hospitals.	*Weekly*

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Clinical Readiness for Discharge Rating Scale

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

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

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

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

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

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Finalizing Discharge

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

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

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

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

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

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The reduce readmissions to state hospitals, CSBs, in conjunction with the treatment team, shall develop and complete (when clinically indicated) a safety and support plan as part of the individual's discharge plan Note: Safety and support plans are generally not required for court-ordered evaluations, restoration to competency cases, and jail transfers; however, at the clinical discretion of the CSB and/or treatment team, the development of a safety and support plan may be advantageous when the individuals presents significant risk factors, and for those individuals who will be returning to the community following a brief incarceration period. Exception: Due to having a risk management plan as part of the conditional release plan, NGRI acquittees do not require a safety and support plan	*Prior to discharge*	The state hospital shall collaborate and provide assistance in the development of safety and support plans Note: Safety and support plans are generally not required for court-ordered evaluations, restoration to competency cases, and jail transfers; however, at the clinical discretion of the CSB and/or treatment team, the development of a safety and support plan may be advantageous when the individuals presents significant risk factors, and for those individuals who will be returning to the community following a brief incarceration period. Exception: Due to having a risk management plan as part of the conditional release plan, NGRI acquittees do not require a safety and support plan	*Prior to discharge*

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CSB staff shall ensure that all arrangements for psychiatric services and medical follow up appointments are in place. CSB staff shall ensure the coordination of any other intra-agency services (e.g. employment, outpatient services, residential, etc.) and follow up on applications for entitlements and other resources submitted by the state hospital. The CSB case manager, primary therapist, or other designated clinical staff shall schedule an appointment to see individuals who have been discharged from a state hospital. The CSB case manager, discharge liaison, or other designated clinical staff shall ensure that an appointment with the CSB (or private) psychiatrist is scheduled when the individual is being discharged on psychiatric medications	*Prior to discharge* *Prior to and following discharge* *Within seven calendar days, or sooner if the individual's condition warrants* *Within seven days of discharge*		

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Benefit applications: For any patient who is committed to a state facility (or CMA), and whose hospital stay is less than 30 days, the CSB shall initiate applications for Social Security benefits. The CSB shall contact the entity responsible for processing entitlement applications (SSA, DSS, etc.) to ensure that the benefits application has been received and that these entities have all required documentation. If benefits are not active with 30 days of the patient's discharge, the CSB shall again contact the entity responsible for processing the entitlement application in order to expedite benefit approval.	*As soon as a discharge date is finalized* *30 days post-discharge, and every 15 days thereafter until benefits are active*	**Benefit applications:** State hospital staff shall initiate applications for Medicare, Medicaid, Social Security benefits, Auxiliary Grant, and other financial entitlements as necessary. Applications shall be initiated in a timely manner per federal and state regulations **Note: For patients whose hospital stay is less than 30 days, the CSB will be responsible for Social Security applications* To facilitate follow-up, if benefits are not active at the time of discharge, the state hospital shall notify the CSB of the type of entitlement application, as well as the date it was submitted, and include a copy of entitlement applications with the discharge documentation that is provided to the CSB	*Prior to discharge and per federal and state regulations*
Discharge Transportation: The CSB shall ensure that discharge transportation is arranged for individuals discharging from state hospitals. Note: When transportation is the only remaining barrier to discharge, the state hospital and CSB will implement a resolution process for resolving transportation issues when these are anticipated to result in discharges being delayed by 24 hours or more.	*Prior to scheduled discharge date*	Note: When transportation is the only remaining barrier to discharge, the state hospital and CSB will implement a resolution process for resolving transportation issues when these are anticipated to result in discharges being delayed by 24 hours or more.	

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		Discharge Instructions: The treatment team shall complete the discharge information and instructions form (DIIF). State hospital staff shall review the DIIF with the individual and/or their surrogate decision maker and request their signature. Distribution of the DIIF shall be provided to all next level of care providers, including the CSB. The state hospital medical director shall be responsible for ensuring that the physician's discharge summary is provided to the CSB responsible for discharge planning (and prison or jails, when appropriate)	*Prior to discharge* *No later than one calendar day post-discharge* *As soon as possible post-discharge*

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Transfers between CSBs

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Transfers shall occur when an individual is being discharged to a different CSB catchment area than the CSB responsible for discharge planning. If a determination is made that an individual will be relocating post-discharge, the CSB responsible for discharge planning shall immediately notify the CSB affected. The CSB shall complete and forward a copy of the Out of Catchment Notification/Referral form to the receiving CSB. Note: Coordination of the possible transfer shall, when possible, allow for discussion of resource availability and resource allocation between the two CSBs prior to the transfer. Exception to above may occur when the CSB, individual served, and/or their surrogate decision maker wish to keep services at the original CSB, while living in a different CSB catchment area. For NGRI patients, CSB NGRI coordinators will consult regarding any possible transfers between CSBs. Transfers of NGRI patients shall be accepted by the receiving CSB unless the necessary services in the release plan are permanently unavailable, resulting in increased risk to the community or to the NGRI acquittee.	*Prior to discharge* *Prior to discharge*	The state hospital social worker shall indicate in the medical record any possibility of a transfer out of the original CSB catchment area.	*Ongoing*

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For individuals who are enrolled in CSB DD services, please follow the *Transferring Support Coordination/DD Waiver Slots* policy.			
At a minimum, the CSB responsible for discharge and the CSB that serves the discharge catchment area shall collaborate prior to the actual discharge date. The CSB responsible for discharge planning is responsible for completing the discharge plan, conditional release plan, and safety and support plan (if indicated), and for the scheduling of follow up appointments. While not responsible for the development of the discharge plan and the safety and support plan, the CSB that serves the catchment area where the patient will be discharged should be actively involved in the development of these plans. The arrangements for and logistics of this involvement are to be documented in the	*Prior to discharge*		

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

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FY 24-25 Exhibit K
Collaborative Discharge Requirements for Community Services Boards and State Hospitals
Adult & Geriatric

Glossary

Acute admissions or acute care services: Services that provide intensive short-term psychiatric treatment in state mental health hospitals.

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

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

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

Comprehensive treatment planning meeting: The meeting, which follows the initial treatment meeting and occurs within seven days of admission to a state hospital. At this meeting, the individual's comprehensive treatment plan (CTP) is developed by the treatment team in consultation with the individual, the surrogate decision maker, the CSB and, with the individual's consent, family members and private providers. The purpose of the meeting is to guide, direct, and support all treatment aspects for the individual.

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

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

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

NGRI Coordinator (CSB): Required knowledge:

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

Responsibilities:

1. Serving as the central point of accountability for CSB-assigned acquittees in DBHDS state hospitals
   a. Ensuring adequate and prompt communication with state hospital staff, Central Office staff, and their own agency staff related to NGRI patients
   b. Working with state hospital staff to resolve any barriers to treatment or release planning for NGRI patients

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

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

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

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

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

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

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

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

Treatment plan review (TPR): Treatment planning meetings or conferences held subsequent to the CTP meeting.

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FY 24-25 Exhibit K

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

Adult & Geriatric

CSB State Hospital Discharge Planning Performance Measures

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

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

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COMMONWEALTH of VIRGINIA

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MEMORANDUM

Re: Guidance Regarding Individual Choice and Discharge Options

As referenced in a memo that was distributed by Daniel Herr, Deputy Commissioner for Facility Services on September 25, 2019, below is guidance that was developed in consultation with the DBHDS Office of Human Rights. This guidance concerns an individuals' choice as it relates to community based discharge options and continuing inpatient hospitalization.

This guidance is based upon the following primary considerations.

- Human Rights:
  - It is a violation of an individual's right to remain in the state's most restrictive setting, i.e., state hospital, when a more integrated and less restrictive level of care is available and addresses the individual's risks and treatment needs;
  - An individual does not have a right for the state to provide multiple alternatives when there is an existing clinically appropriate option currently available ; and ○ The individual does not have a right to remain in the hospital once a community based option is made available.

- Patient Care and Safety: Given the state hospital census crisis, the impact of overcrowding and high case-loads for patient and staff safety, quality of care, and potential for delayed admissions for individuals in the community, state hospitals have an affirmative obligation to provide treatment focused on rapid discharge. An individual in a state hospital does not have the choice of waiting for a "more ideal" community alternative when another clinically appropriate option is available.

Guidance

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Once an individual is clinically ready for discharge, and services and a placement are available to meet their community needs, DBHDS expects that the individual will be discharged to that placement as expeditiously as possible.

If an individual requires funding support through DAP, the CSB and state hospital must first refer the individual to any appropriate DBHDS contracted placement, such as a group home or assisted living facility. DAP funds for alternative placements will not be available to the individual if existing funded resources are available and appropriate.

When appropriate services and housing have been identified, the individual should promptly be scheduled for discharge. If the individual wishes to make alternative arrangements, the individual must make those arrangements prior to discharge, or make their preferred arrangements from the community setting post discharge. The individual may not delay their discharge for the purpose of putting preferred arrangements into place.

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Virginia Department of Behavioral Health & Developmental Services

DAP SECURE MEMORY CARE JUSTIFICATION

Instructions:

With the assistance of the state hospital social worker, complete to determine patient's need for secure memory care.

Patient Name: Click or tap here to enter text.

SECURE MEMORY CARE NEEDS	
Has this individual been diagnosed with Major Neurocognitive Disorder (dementia)? If yes, please list specific diagnosis: Click or tap here to enter text.	**Choose an item.**
What is this individual's level of mobility? Does this individual require equipment in order to ambulate? If yes, explain_Click or tap here to enter text.	**Choose an item.**
Has this individual engaged in exit-seeking behaviors on a consistent basis while hospitalized? If yes, explain_Click or tap here to enter text.	**Choose an item.**
Can the individual be supported safely to a less restrictive setting with a monitoring device such as project lifesaver or wander guard? Click or tap here to enter text.	**Choose an item.**
Is this individual currently formally identified by the state hospital as an elopement risk?Click or tap here to enter text.	**Choose an item.**
Please provide a justification as to why a secure (locked) facility is the least restrictive setting appropriate for this individual's discharge from the state hospital:_Click or tap here to enter text.	**Choose an item.**

CSB DAP Coordinator Signature_____

Date _____

Revised 3/2020

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OUT OF CATCHMENT REFERRAL INSTRUCTIONS

The out of catchment referral is to be used when individuals are being discharged from the state hospital to a catchment area that is outside of the originating CSB's area. The form is utilized to provide information about the individual, as a referral for needed services, and notification for emergency services.

The form has two parts: notification and referral.

For individuals residing short term in another catchment area, or individuals not engaged in CSB services:

- **Please complete page 1- Notification-** This page provides necessary information for CSBs to be aware of individuals discharging from state facilities who are temporarily in another catchment area, or individuals discharging to a catchment area that will not be referred to CSB services.

For individuals being placed in another catchment who will require CSB services AND/OR have a DAP plan for services in another catchment area:

- **Please complete the entire referral form**
- **Please provide documentation including any EHR face sheet and most recent assessments. Additionally, at discharge, please provide the hospital discharge information to the accepting CSB.**

If the individual has a DAP plan, please be sure to submit the narrative and IDAPP to the accepting CSB and the regional manager.

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OUT OF CATCHMENT NOTIFICATION/REFERRAL FORM

☐Notification Only *(Page 1)* ☐Full Referral (*Pages 1-3; for individuals who will be referred for services)*

Patient Name:

Last 4 of SS#: DOB: Click or tap to enter a date.

State Hospital: Choose an item.

Admission Date: Click or tap to enter a date.

Primary Diagnosis:

Anticipated Discharge Date: Click or tap to enter a date. Next Treatment Team Date:Click or tap to enter a date.

Social Worker: Phone Number:Click or tap here to enter text.

Current CSB: Choose an item.

Name of Contact:

Phone: Email:

CSB of Discharge Residence: Choose an item.

Name of Contact:

Phone: Email:

Discharge Address:

Type of Residence:

Phone Number:

Contact at Residence (if applicable):

Does this individual have a legal guardian or POA? Choose an item.

(If yes, please list below under "Emergency Contact")

Emergency contact:

Address:

Phone:

Does this individual have a conservator or payee? Choose an item.

Name:

Address:

Phone:

Will this individual be referred for any services at CSB of discharge residence? Choose an item.

(If yes, please complete the remaining pages of this form.)

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I. **Previous Housing** – Please list the individual's housing prior to admission to the state hospital:

Type of Housing:

Name of Residence (if applicable):

Reason Not Returning:

II. **Entitlements and Funding Sources**

☐SSI/SSA Amount:

☐SSDI Amount:

☐Medicaid List # and Type:

☐Medicare List # and Type:

☐DD Waiver Choose an item.

☐Auxiliary Grant Local DSS office where application sent:

☐SNAP

☐VA Benefits Click or tap here to enter text.

☐Private Insurance List Type and #:

☐Other:

III. **DAP**

Type: Choose an item.

Reason Needed:

IV. **Community Support** – What type of community-based services will be required?

☐Case Management

☐PACT/ICT

☐Mental Health Skill Building

☐Psychosocial Rehabilitation

☐Employment Services:

☐Substance Use Services:

☐Outpatient Services:

☐Other:

☐DAP Monitoring

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V. **Legal Status**

Does individual have a valid ID? Choose an item.

Does the patient have any existing/pending criminal charges or court dates?Choose an item.

List Charges:

Court:

Court Date(s):

Is the individual NGRI? Choose an item. If yes please follow NGRI protocols.

VI. **Safety and Support Plan/Crisis Plan Initiated?** - Choose an item.

(If Yes, please attach)

VII. **Electronic Signature**

Notifying/Referring CSB: _____ Date: _____

Referral Sent to: Click or tap here to enter text.

Date: Click or tap to enter a date.

Referral Communication Method:Choose an item.

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FY24 –25 Community Services Performance Contract
Exhibit M: Department of Justice Settlement Agreement Requirements

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

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

1.) Case Managers or Support Coordinators shall provide anyone interested in accessing DD Waiver Services with a DBHDS provided resource guide that contains information including but not limited to case management eligibility and services, family supports- including the IFSP Funding Program, family and peer supports, and information on the My Life, My Community Website, information on how to access REACH services, and information on where to access general information. [section III.C.2. a-f, p. 1].

2.) Case management services, defined in section III.C.5.b, shall be provided to all individuals receiving Medicaid Home and Community-Based Waiver services under the Agreement by case managers or support coordinators who are not directly providing or supervising the provision of Waiver services to those individuals [section III.C.5.c, p. 8].

3.) For individuals receiving case management services pursuant to the Agreement, the individual's case manager or support coordinator shall meet with the individual face-to-face on a regular basis and shall conduct regular visits to the individual's residence, as dictated by the individual's needs [section V.F.1, page 26].
   a. At these face-to-face meetings, the case manager or support coordinator shall: observe the individual and the individual's environment to assess for previously unidentified risks, injuries, needs, or other changes in status; assess the status of previously identified risks, injuries, needs, or other changes in status; assess whether the individual's individual support plan (ISP) is being implemented appropriately and remains appropriate for the individual; and ascertain whether supports and services are being implemented consistent with the individual's strengths and preferences and in the most integrated setting appropriate to the individual's needs.
   b. The case manager or support coordinator shall document in the ISP the performance of these observations and assessments and any findings, including any changes in status or significant events that have occurred since the last face-to-face meeting.
   c. If any of these observations or assessments identifies an unidentified or inadequately addressed risk, injury, need, or change in status, a deficiency in the individual's support plan or its implementation, or a discrepancy between the implementation of supports and services and the individual's strengths and preferences, then the case manager or support coordinator shall report and document the issue in accordance with Department policies and regulations, convene the individual's service planning team to address it, and document its resolution.

4.) DBHDS shall develop and make available training for CSB case managers and leadership staff on how to assess change in status and that ISPs are implemented appropriately. DBHDS shall provide a tool with elements for the case managers to utilize during face-to-face visits to assure that changes in status as well as ISP are implemented appropriately and documented.
   a. CSB shall ensure that all case managers and case management leadership complete the training that helps to explain how to identify change in status and that elements of the ISP are implemented appropriately. The CSB shall deliver the contents of the DBHDS training through support coordinator

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supervisors or designated trainers to ensure case managers understand the definitions of a change in status or needs and the elements of appropriately implemented services, as well as how to apply and document observations and needed actions.

b. CSB shall ensure that all case managers use the DBHDS On-Site Visit Tool during one face-to-face visit each quarter for individuals with Targeted Case Management and at one face-to-face visit per month for individuals with Enhanced Case Management to assess at whether or not each person receiving services under the waiver experienced a change in status and to assess whether or not the ISP was implemented appropriately.

5.) Using the process developed jointly by the Department and Virginia Association of Community Services Boards (VACSB) Data Management Committee (DMC), the CSB shall report the number, type, and frequency of case manager or support coordinator contacts with individuals receiving case management services [section V.F.4, p. 27].

6.) The CSB shall report key indicators, selected from relevant domains in section V.D.3 on page 24, from the case manager's or support coordinator's face-to-face visits and observations and assessments [section V.F.5, p 27]. Reporting in WaMS shall include the provision of data and actions related to DBHDS defined elements regarding a change in status or needs and the elements of appropriately implemented services in a format, frequency, and method determined by DBHDS [section III.C.5.b.i.].

7.) The individual's case manager or support coordinator shall meet with the individual face-to-face at least every 30 days (including a 10 day grace period but no more than 40 days between visits), and at least one such visit every two month must be in the individual's place of residence, for any individuals who [section V.F.3, pages 26 and 27]:

a. Receive services from providers having conditional or provisional licenses;
b. Have more intensive behavioral or medical needs as defined by the Supports Intensity Scale category representing the highest level of risk to individuals
c. Have an interruption of service greater than 30 days;
d. Encounter the crisis system for a serious crisis or for multiple less serious crises within a three-month period;
e. Have transitioned from a training center within the previous 12 months; or
f. Reside in congregate settings of five or more individuals. Refer to Enhanced Case Management Criteria Instructions and Guidance issued by the Department.

8.) Case managers or support coordinators shall give individuals a choice of service providers from which they may receive approved DD Waiver services, present all options of service providers based on the preferences of the individuals, including CSB and non-CSB providers, and document this using the Virginia Informed Choice Form in the waiver management system (WaMS) application. [section III.C.5.c, p. 8]. The CSB SC will complete the Virginia Informed Choice form to document provider and SC choice for Regional Support Team referrals, when changes in any provider, service, or service setting occurs, a new service is requested, the individual is dissatisfied with a service or provider, and no less than annually.

9.) The CSB shall complete the Support Coordinator Quality Review process for a statistically significant sample size as outlined in the Support Coordinator Quality Review Process.

a. DBHDS shall annually pull a statistically significant stratified sample of individuals receiving HCBS waiver and send this to the CSB to be utilized to complete the review.
b. Each quarter, the CSB shall complete the number of Support Coordinator Quality Reviews and provide data to DBHDS as outlined by the process.
c. DBHDS shall analyze the data submitted to determine the following elements are met:
    i. The CSB offered each person the choice of case manager/provider

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ii. The case manager assesses risk, and risk mitigation plans are in place
iii. The case manager assesses whether the person's status or needs for services and supports have changed and the plan has been modified as needed.
iv. The case manager assists in developing the person's ISP that addresses all of the individual's risks, identified needs and preferences.
v. The ISP includes specific and measurable outcomes, including evidence that employment goals have been discussed and developed, when applicable.
vi. The ISP was developed with professionals and nonprofessionals who provide individualized supports, as well as the individual being served and other persons important to the individual being served.
vii. The ISP includes the necessary services and supports to achieve the outcomes such as medical, social, education, transportation, housing, nutritional, therapeutic, behavioral, psychiatric, nursing, personal care, respite, and other services necessary.
viii. Individuals have been offered choice of providers for each service.
ix. The case manager completes face-to-face assessments that the individual's ISP is being implemented appropriately and remains appropriate to the individual by meeting their health and safety needs and integration preferences.
x. The CSB has in place and the case manager has utilized where necessary, established strategies for solving conflict or disagreement within the process of developing or revising ISPs, and addressing changes in the individual's needs, including, but not limited to, reconvening the planning team as necessary to meet the individuals' needs.

d. DBHDS shall review the data submitted and complete a semi-annual report that includes a review of data from the Support Coordinator Quality Reviews and provide this information to the CSB. To assure consistency between reviewers, DBHDS shall complete an inter-rater reliability process.
e. If 2 or more records do not meet 86% compliance for two consecutive quarters, the CSB shall receive technical assistance provided by DBHDS.
f. The CSB shall cooperate with DBHDS and facilitate its completion of on-site annual retrospective reviews at the CSB to validate findings of the CSB Support Coordinator Quality Review to provide technical assistance for any areas needing improvement.

10.) Case managers or support coordinators shall offer education about integrated community options to any individuals living outside of their own or their families' homes and, if relevant, to their authorized representatives or guardians [section III.D.7, p. 14]. Case managers shall offer this education at least annually and at the following times:
a. At enrollment in a DD Waiver
b. When there is a request for a change in Waiver service provider(s)
c. When an individual is dissatisfied with a current Waiver service provider,
d. When a new service is requested
e. When an individual wants to move to a new location, or
f. When a regional support team referral is made as required by the Virginia Informed Choice Form

11.) For individuals receiving case management services identified to have co-occurring mental health conditions or engaging in challenging behaviors, the individual's case manager or support coordinator shall assure that effective community based behavioral health and/or behavioral supports and services are identified and accessed where appropriate and available.
a. If the case manager or support coordinator incurs capacity issues related to accessing needed behavioral support services in their designated Region, every attempt to secure supports should be made to include adding the individual to several provider waitlists (e.g., based upon individualized needs, this may be inclusive of psychotherapy, psychiatry, counseling, applied behavior analysis/positive behavior support providers, etc.) and following up with these providers quarterly to determine waitlist status. [SA. Provision: III.C.6.a.i-iii Filing reference: 7.14, 7.18]

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b. DBHDS will provide the practice guidelines and a training program for case managers regarding the minimum elements that constitute an adequately designed behavioral program, as provided under Therapeutic Consultation waiver services, and what can be observed to determine whether the plan is appropriately implemented. The CSB shall ensure that all case managers and case management leadership complete the training such that case managers are aware of the practice guidelines for behavior support plans and of key elements that can be observed to determine whether the plan is appropriately implemented. [SA. Provision: III.C.6.a.i-iii Filing reference: 7.16, 7.20]

12.) The CSB shall identify children and adults who are at risk for crisis through the standardized crisis screening tool or through the utilization of the elements contained in the tool at intake, and if the individual is identified as at risk for crisis or hospitalization, shall refer the individual to REACH. [SA. Provision: III.C.6.a.i-iii Filing reference: 7.2]

13.) For individuals that receive enhanced case management, the case manager or support coordinator shall utilize the standardized crisis screening tool during monthly visits; for individuals that receive targeted case management, the case manager or support coordinator shall use the standardized crisis screening tool during quarterly visits. Any individual that is identified as at risk for crisis shall be referred to REACH. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.3]

14.) The CSB shall ensure that CSB Executive Directors, Developmental Disability Directors, case management or support coordination supervisors, case managers or support coordinators, and intake workers participate in training on how to identify children and adults who are at risk for going into crisis.
   a. CSBs shall ensure that training on identifying risk of crisis for intake workers and case managers (or support coordinators) shall occur within 6 months of hire. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.5]

15.) The CSB shall provide data on implementation of the crisis screening tool as requested by DBHDS when it is determined that an individual with a developmental disability has been hospitalized and has not been referred to the REACH program.
   a. The CSB shall provide to DBHDS upon request copies of the crisis risk assessment tool, or documentation of utilization of the elements contained within the tool during a crisis screening, for quality review purposes to ensure the tool is being implemented as designed and is appropriately identifying people at risk of crisis. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.6]
   b. DBHDS shall develop a training for the CSB to utilize when training staff on assessing an individuals risk of crisis/hospitalization.
   c. DBHDS shall initiate a quality review process to include requesting documentation for anyone psychiatrically hospitalized who was not referred to the REACH program and either actively receiving case management during the time frame or for whom an intake was completed prior to hospitalization. The CSB shall promptly, but within no more than 5 business days, provide the information requested.
   d. DBHDS shall request information to verify presence of DD diagnosis for persons that are psychiatrically hospitalized that are not known to the REACH program. The CSB shall promptly, but within no more than 5 business days, provide the information requested. [S.A. Provision: III.C.6.b.ii.A Filing references 8.6, 8.7]

16.) CSB Case manager shall work with the REACH program to identify a community residence within 30 days of admission to the program including making a referral to RST when the system has been challenged to find an appropriate provider within this timeframe.
   a. a. If a waiver eligible individual is psychiatrically hospitalized, is a guest at a REACH CTH, or is residing at an Adult Transition Home and requires a waiver to obtain a community residence, the

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CSB shall submit an emergency waiver slot request. [S.A. Provision III.C.6.b.ii.A Filing reference 10.2]

17.) CSB emergency services shall be available 24 hours per day and seven days per week, staffed with clinical professionals who shall be able to assess crises by phone, assist callers in identifying and connecting with local services, and, where necessary, dispatch at least one mobile crisis team member adequately trained to address the crisis for individuals with developmental disabilities [section III.C.6.b.i.A, p. 9].

a. The mobile crisis team shall be dispatched from the Regional Education Assessment Crisis Services Habilitation (REACH) program that is staffed 24 hours per day and seven days per week by qualified persons able to assess and assist individuals and their families during crisis situations and that has mobile crisis teams to address crisis situations and offer services and support on site to individuals and their families within one hour in urban areas and two hours in rural areas as measured by the average annual response time [section III.C.6.b.ii, pages 9 and 10].
b. All Emergency services staff and their supervisors shall complete the REACH training, created and made available by DBHDS, that is part of the emergency services training curriculum.
c. DBHDS shall create and update a REACH training for emergency staff and make it available through the agency training website.
d. CSB emergency services shall notify the REACH program of any individual suspected of having a developmental disability who is experiencing a crisis and seeking emergency services as soon as possible, preferably prior to the initiation of a preadmission screening evaluation in order to allow REACH and emergency services to appropriately divert the individual from admission to psychiatric inpatient services when possible.
e.
f. If the CSB has an individual receiving services in the REACH Crisis Therapeutic Home (CTH) program with no plan for discharge to a community residence and a length of stay that shall soon exceed 30 concurrent days, the CSB Executive Director or his or her designee shall provide a weekly update describing efforts to achieve an appropriate discharge for the individual to the Director of Community Support Services in the Department's Division of Developmental Services or his/her designee.
g. DBHDS shall notify the CSB Executive Director or designee when it is aware of a person at the REACH CTH who is nearing a 30-day concurrent stay.

18.) Comply with State Board Policy 1044 (SYS) 12-1 Employment First [section III.C.7.b, p. 11]. This policy supports identifying community-based employment in integrated work settings as the first and priority service option offered by case managers or support coordinators to individuals receiving day support or employment services.

a. CSB case managers shall take the on-line case management training modules and review the case management manual.
b. CSB case managers shall initiate meaningful employment conversations with individuals starting at the age of 14 until the age of retirement (65).
c. CSB case managers shall discuss employment with all individuals, including those with intense medical or behavioral support needs, as part of their ISP planning processes.
d. CSB case managers shall document goals for or toward employment for all individuals 18-64 or the specific reasons that employment is not being pursued or considered.
e. DBHDS shall create training and tools for case managers regarding meaningful conversation about employment, including for people with complex medical and behavioral support needs. The CSB shall utilize this training with its staff and document its completion.

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19.) CSB case managers or support coordinators shall liaise with the Department's regional community resource consultants regarding responsibilities as detailed in the Performance Contract [section III.E.1, p. 14].

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

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

22.) CSB case managers or support coordinators and PSTs shall coordinate with specific types of community providers identified in discharge to provide individuals, their families, and, where applicable, their authorized representatives with opportunities to speak with those providers, visit community residences (including, where feasible, for overnight visits) and programs, and facilitate conversations and meetings with individuals currently living in the community and their families before being asked to make choices regarding options [section IV.B.9.b, p. 17].

23.) CSB case managers or support coordinators and PSTs shall assist individuals and, where applicable, their authorized representatives in choosing providers after providing the opportunities described in subsection 13 above and ensure that providers are timely identified and engaged in preparing for individuals' transitions [section IV.B.9.c, p.17]. Case managers or support coordinators shall provide information to the Department about barriers to discharge for aggregation and analysis by the Department for ongoing quality improvement, discharge planning, and development of community-based services [IV.B.14, p. 19].

24.) In coordination with the Department's Post Move Monitor, the CSB shall conduct post- move monitoring visits within 30, 60, and 90 days following an individual's movement from a training center to a community setting [section IV.C.3, p.19]. The CSB shall provide information obtained in these post move monitoring visits to the Department within seven business days after the visit.

25.) If a CSB provides day support or residential services to individuals in the target population, the CSB shall implement risk management and quality improvement processes, including establishment of uniform risk triggers and thresholds that enable it to adequately address harms and risks of harms, including any physical injury, whether caused by abuse, neglect, or accidental causes [section V.C.1, p. 22].

26.) Using the protocol and the real-time, web-based incident reporting system implemented by the Department, the CSB shall report any suspected or alleged incidents of abuse or neglect as defined in § 37.2-100 of the Code, serious injuries as defined in 12 VAC 35- 115-30 of the *Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services* or deaths to the Department within 24 hours of becoming aware of them [section V.C.2, p. 22].

27.) CSBs shall participate with the Department to collect and analyze reliable data about individuals receiving
services under this Agreement from each of the following areas:
a. safety and freedom from harm
b. physical, mental, and behavioral

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c. avoiding crises
d. choice and self-determination
e. community inclusion, health and well-being
f. access to services
g. provider capacity
h. stability [section V.D.3, pgs. 24 & 25]

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

29.) CSB's shall review and provide annual feedback on the Quality Review Team (QRT) End of Year Report.

30.) CSBs shall participate in DBHDS initiatives that ensure the reliability and validity of data submitted to the Department. Participation may include reviews of sampled data, the comparison of data across DBHDS and CSB systems, and the involvement of operational staff to include information technology. Meeting frequency shall be semi-annually, but not more than monthly depending on the support needed.

31.) CSBs shall provide access to the Independent Reviewer to assess compliance with this Agreement. The Independent Reviewer shall exercise his access in a manner that is reasonable and not unduly burdensome to the operation of the CSB and that has minimal impact on programs or services to individuals receiving services under the Agreement [section VI.H, p. 30 and 31]

32.) CSBs shall participate with the Department and any third party vendors in the implementation of the National Core Indicators (NCI) Surveys and Quality Service Reviews (QSRs) for selected individuals receiving services under the Agreement. This includes informing individuals and authorized representatives about their selection for participation in the NCI individual surveys or QSRs; providing the access and information requested by the vendor, including health records, in a timely manner; assisting with any individual specific follow up activities; and completing NCI surveys [section V.I, p. 28].
   a. During FY22 the QSR process will be accelerated and will require the CSB to fully participate in the completion of QSR implementation twice during a nine-month period. This will ensure that the Commonwealth can show a complete improvement cycle intended by the QSR process by June 30, 2022. The attached GANTT details the schedule for the QSR reviews of 100% of providers, including support coordinators, for two review cycles.

33.) The CSB shall notify the community resource consultant (CRC) and regional support team (RST) in the following circumstances using the RST referral form in the waiver management system (WaMS) application to enable the RST to monitor, track, and trend community integration and challenges that require further system development:
   a. within five calendar days of an individual being presented with any of the following residential options: an ICF, a nursing facility, a training center, or a group home/congregate setting with a licensed capacity of five beds or more;
   b. if the CSB is having difficulty finding services within 30 calendar days after the individual's enrollment in the waiver; or
   c. immediately when an individual is displaced from his or her residential placement for a second time [sections III.D.6 and III.E, p. 14].

34.) DBHDS shall provide data to CSBs on their compliance with the RST referral and implementation process.
   a. DBHDS shall provide information quarterly to the CSB on individuals who chose less integrated options due to the absence of something more integrated at the time of the RST review and semi-annually
   b. DBHDS shall notify CSBs of new providers of more integrated services so that individuals who had to choose less integrated options can be made aware of these new services and supports.
   c. CSBs shall offer more integrated options when identified by the CSB or provided by DBHDS.

d. CSBs shall accept technical assistance from DBHDS if the CSB is not meeting expectations.

35.) Case managers or support coordinators shall collaborate with the CRC to ensure that person-centered planning and placement in the most integrated setting appropriate to the individual's needs and consistent with his or her informed choice occur [section III.E.1- 3, p. 14].
   a. CSBs shall collaborate with DBHDS CRCs to explore community integrated options including working with providers to create innovative solutions for people. The Department encourages the CSB to provide the Independent Reviewer with access to its services and records and to individuals receiving services from the CSB; however, access shall be given at the sole discretion of the CSB [section VI.G, p. 31].

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

i.	full name	viii.	level of care information
ii.	social security number	ix.	change in status
iii.	Medicaid number	x.	terminations
iv.	CSB unique identifier	xi.	transfers
v.	current physical residence address	xii.	waiting list information
vi.	living situation (e.g., group home	xiii.	bed capacity of the group home if that is chosen
vii.	family home, or own home)	xiv.	Current support coordinator's name

   f. Case managers or support coordinators and other CSB staff shall comply with the SIS® Administration Process and any changes in the process within 30 calendar days of notification of the changes.
   g. Case managers or support coordinators shall notify the Department's service authorization staff that an individual has been terminated from all DD waiver services within 10 business days of termination.
   h. Case managers or support coordinators shall assist with initiating services within 30 calendar days of waiver enrollment and shall submit Request to Retain Slot forms as required by the Department. All written denial notifications to the individual, and family/caregiver, as appropriate, shall be accompanied by the standard appeal rights (12VAC30-110).

i. Case managers or support coordinators shall complete the level of care tool for individuals requesting DD Waiver services within 60 calendar days of application for individuals expected to present for services within one year.
j. Case managers or support coordinators shall comply with the DD waitlist process and slot assignment process and implement any changes in the processes within 30 calendar days of written notice from the Department.

37.) Targeted Technical Assistance
a. The CSB shall participate in technical assistance as determined by the Case Management Steering Committee. Technical assistance may be comprised of virtual or on-site meetings, trainings, and record reviews related to underperformance in any of the following areas monitored by the committee: Regional Support Team referrals, Support Coordination Quality Review results, Individual Support Plan entry completion, and case management contact data.
b. DBHDS shall provide a written request that contains specific steps and timeframes necessary to complete the targeted technical assistance process.
c. The CSB shall accommodate technical assistance when recommended within 45 days of the written request.
d. CSB failure to participate in technical assistance as recommended or demonstrate improvement within 12 months may result in further actions under Exhibit I of this contract.

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

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FY24-25 Community Services Performance Contract
Addendum I
Administrative Requirements and Processes and Procedures

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FY24-25 Community Services Performance Contract
Addendum I
Administrative Requirements and Processes and Procedures

I. Background

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

The provisions of this agreement apply to all CSBs, Chapter 5 Section 37.2-100 defines the four types of CSB organizational structure and Chapter 6 Section 37.2-601 further defines the organizational structure of a Behavioral Health Authority (BHA). As such, the precise application of these provisions will vary across the different organizational types. All CSBs are required to meet the provisions herein, but some CSBs may meet said provisions by their nature as subsections of a local government or similar. This agreement does not, in any way, seek to contradict or otherwise be in opposition to local government policy/procedure as it applies to any of the subject matter discussed.

An illustrative example: All CSBs are required to have an annual audit. Operational CSBs must conduct this audit by contracting with an appropriate third party. Administrative Policy CSBs may satisfy this requirement by ensuring the CSB is included appropriately in the required annual audit conducted by the local governing body.

II. CSB Requirements

A. Financial Management Requirements, Policies, and Procedures
CSB's financial management and accounting system shall operate and produce financial statements and reports in accordance with Generally Accepted Accounting Principles, compliance with requirements of Governmental Accounting Standards Board (GASB), and Code of Federal Regulations, 2 CFR Part 200.

1. **Accounting:** CSBs shall account for all service and administrative expenses accurately and submit timely reports to the Department to document these expenses.

2. **Annual Independent Audit:** CSBs shall obtain an independent annual audit conducted by certified public accountants.
    a. Audited financial statements shall be prepared in accordance with generally accepted accounting principles (GAAP) and compliance with Code of Federal Regulations, 2 CFR Part 200.
    b. Copies of the audit and the accompanying management letter shall be provided to the Office of Budget and Financial Reporting in the Department and to each local government that established the CSB.
    c. Deficiencies and exceptions noted in an audit or management letter shall be resolved or corrected in a timely manner defined more precisely through discussions between the CSB and the Department.
    d. For a CSB that is included in the annual audit of its local government.
        i. Copies of the applicable portions of the accompanying management letter shall be provided to the Office of Budget and Financial Reporting in the Department.
        ii. Deficiencies and exceptions noted in a management letter shall be resolved or corrected in a timely manner defined more precisely through discussions between the CSB, the local government entity and the Department.

3. **Federal Audit Requirements:** When the Department issues subawards of federal grants to a CSB, the CSB shall satisfy all federal government audit requirements.

4. **Subcontractor Audits:** The CSB shall obtain, review, and take any necessary actions on audits of any subcontractors that provide services that are procured under the Virginia Public Procurement Act and included in a CSB's performance contract. The CSB shall provide copies of these audits to the Office of Budget and Financial Reporting in the Department.

5. **Bonding:** CSB employees with financial responsibilities shall be bonded in accordance with local financial management policies.

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6. **Fiscal Policies and Procedures:** A CSB's written fiscal policies and procedures shall conform to applicable local government policy or, in absence of local governing requirements, State Board policies and Departmental Policies and procedures.

7. **Additional Financial Management Requirements:** The CSB shall comply with the following requirements, as applicable.
   a. CSBs may not use the same Certified Public Accountant (CPA) for both production of their annual financial statements and execution of their independent audit.
   b. Operating CSBs and the BHA shall rebid their CPA audit contracts at least every five (5) years once the current CPA contracts expire. CSB's will ensure their contract with the audit firm gives them the right to rebid annual audit services if the firm is more than 60 days late for two consecutive years.
   c. All CSB bank accounts shall be reconciled monthly, with the appropriate segregation of duties, and a designated staff person not involved in preparing the reconciliation shall approve it.
   d. 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, with the appropriate segregation of duties by a designated staff person, and each other party to the contract, where applicable.
   e. A designated staff person shall approve and document each write-off of account receivables for services to individuals. The CSB shall maintain an accounts receivable aging schedule, and debt that is deemed to be uncollectable shall be written off periodically. The CSB shall maintain a system of internal controls including separation of duties to safeguard accounts receivable assets. A designated staff person who does not enter or process the CSB's payroll shall certify each payroll.
   f. Documentation for all expenditures must adhere to the respective fund requirements for both state and federal funding sources.
   g. The CSB shall maintain an accurate list of fixed assets as defined by the state and federal policies.
   h. 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.
   i. The CSB shall assess operating reserves at least monthly to ensure it maintains an operating reserve of funds sufficient to cover at least two months of personnel and operating expenses and ensure that the CSB's financial position is sound.
   j. At any point during the term of this contract, if it determines that its operating reserve is less than two months, the CSB shall notify the the Department within 10 business days of the determination and work with the Department to develop a corrective action plan to increase the reserve to at least two months in a reasonable agreed upon timeframe.

B. Procurement Requirements, Policies, and Procedures

CSBs shall have written procurement policies and procedures that comply with the Virginia Public Procurement Act.

C. Reimbursement Requirements, Policies, and Procedures

1. **Reimbursement System:** Each CSB's reimbursement system shall comply with § 37.2-504 and § 37.2-511 or § 37.2-605 and § 37.2-612 and with § 20-61 of the Code of Virginia and State Board Policy 6002 (FIN) 86-14. Its operation shall be described in organizational charts identifying all staff positions, flow charts, and specific job descriptions (as they relate to reimbursement policy/process) for all personnel involved in the reimbursement system.

2. **Policies and Procedures:** Written fee collection policies and procedures shall be adequate to maximize fees from individuals and responsible third-party payers.

3. **Schedule of Charges:** A schedule of charges shall exist for all services that are included in the CSB's performance contract, shall be related reasonably to the cost of the services, and shall be applicable to all recipients of the services.

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4. **Ability to Pay:** A method, approved by a CSB's board of directors that complies with applicable state and federal regulations shall be used to evaluate the ability of each individual to pay fees for the services he or she receives.

5. **Medicaid and Medicare Regulations:** CSBs shall comply with applicable federal and state Medicaid and Medicare regulations, policies, procedures, and provider agreements. Medicaid non-compliance issues identified by Department staff will be communicated to the Department of Medical Assistance Services.

D. Human Resource Management Requirements, Policies, and Procedures

1. **Statutory Requirements:** The CSB shall operate a human resource management program that complies with state and federal statutes, regulations, and policies.

2. **Policies and Procedures:** If the CSB is not otherwise required to adhere to local government human resource management requirements, policies, and procedures, written human resource management policies and procedures shall include a classification plan and uniform employee pay plan and, at a minimum, shall address:

a) nature of employment;
b) equal employment opportunity;
c) recruitment and selection;
d) criminal background and reference check requirements;
e) classification and compensation, including a uniform employee pay plan;
f) employment medical examinations (e.g., TB);
g) nepotism (employment of relatives);
h) probationary period;
i) initial employee orientation;
j) transfer and promotion;
k) termination, layoff, and resignation;
l) benefits, including types and amounts of leave, holidays, and health, disability, and other insurances;
m) hours of work;
n) outside employment;
o) professional conduct;
p) employee ethics;
q) compliance with state Human Rights Regulations and the CSB's local human rights policies and procedures;
r) HIPAA compliance and privacy protection;
s) compliance with the Americans with Disabilities Act;
t) compliance with Immigration Reform and Control Act of 1986;
u) conflicts of interests and compliance with the Conflict of Interests Act;
v) compliance with Fair Labor Standards Act, including exempt status, overtime, and compensatory leave;
w) drug-free workplace and drug testing;
x) maintenance of a positive and respectful workplace environment;
y) prevention of sexual harassment;
z) prevention of workplace violence;
aa) whistleblower protections;
bb) smoking;
cc) computer, internet, email, and other electronic equipment usage;
dd) progressive discipline (standards of conduct);
ee) employee performance evaluation;
ff) employee grievances;
gg) travel reimbursement and on-the-job expenses;
hh) employee to executive director and board of directors contact protocol; and
ii) communication with stakeholders, media, and government officials.

3. **Job Descriptions**

A CSB shall have written, up-to-date job descriptions for all positions.
Job descriptions shall include identified essential functions, explicit responsibilities, and qualification statements, expressed in terms of knowledge, skills, and abilities as well as business necessity and bona fide occupational qualifications or requirements.

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4. **Grievance Procedure**
   A CSB's grievance procedure shall satisfy §15.2-1507 of the Code of Virginia.

5. **Uniform Pay Plan**
   A CSB shall adopt a uniform pay plan in accordance with §15.2-1506 of the Code of Virginia and the Equal Pay Act of 1963.

E. Comprehensive State Planning

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

2. **Participation in State Facility Planning Activities**
   The CSB shall participate in collaborative planning activities with the Department to the greatest extent possible regarding the future role and structure of the state facilities.

F. Interagency Relationships

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

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

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

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III. The Department Requirements

A. Comprehensive State Planning

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

B. Administrative Fee

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

C. Department Review

While it does not conduct routine reviews of the entirety of a CSB's administrative activities, the Department may conduct a review in response to significant deficiencies, irregularities, or problems identified in the CSB's independent annual audit or management letter or in response to complaints or information that it receives.

If Departmental review identifies compliance deficiencies, CSBs will submit formal plans of correction to the appropriate Office of Administrative Services in the Department within 45 days of receipt of official reports of reviews. Minor compliance issues shall be corrected within 45 days of submitting a plan. Action to correct major compliance issues shall be initiated within 45 days and completed within 180 days of submitting a plan, unless, following discussion with the CSB, the Department grants an extension.

Additional information about departmental review of various administrative functions is available in the Technical Manual.

D. Complaint Follow-up

In response to complaints from constituents or other entities related to CSB financial, procurement, reimbursement, or human resource policy, the Department will forward those complaints to the Board, the local government or local governing body for resolution. If resolution is not attained within a reasonable period, DBHDS may conduct a review of these policies, departments, and activities, within the extent allowable by state law, to seek resolution.

E. Information Technology

The Department shall operate and provide technical assistance and support, to the extent practicable, to the CSB about any/all systems through which operational or service-level data are exchanged and will comply with State Board Policies 1030.

1. Pursuant to § 37.2-504 and § 37.2-605 of the Code of Virginia, the Department shall implement procedures to protect the confidentiality of data accessed or received in accordance with the performance contract.

2. The Department shall ensure that any software application that it issues to the CSB for reporting purposes associated with the performance contract has been field tested in accordance with Appendix D by a reasonable number of CSBs to assure compatibility and functionality with the major IT systems used by CSBs, is operational, and is provided to the CSB sufficiently in advance of reporting deadlines to allow it to install and run the software application.

3. The Department shall collaborate with the VACSB DMC in the implementation of any new data management or data warehousing systems to ensure appropriate interoperability and workflow management.

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Appendix A: CSB and Board of Directors Organization and Operations

These requirements apply to the CSB board of directors or staff pursuant to § 37.2-501 - § 37.2-502 of the Code

A. CSB Organization
The CSB shall maintains an organizational chart that includes the local governing body or bodies that established the CSB and the board's committee structure.

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

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

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

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

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

G. FOIA Compliance
The BOD shall comply with the Virginia Freedom of Information Act (FOIA). BOD Meeting Schedule
The BOD shall adopt an annual meeting schedule to assist board member attendance.

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

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I. Reporting Fraud

1. Upon discovery of circumstances suggesting a reasonable possibility that a fraudulent transaction has occurred, the CSB's executive director shall report this information immediately to any applicable local law enforcement authorities and the Department's Internal Audit Director.

2. All CSB financial transactions that are the result of fraud or mismanagement shall become the sole liability of the CSB, and the CSB shall refund any state or federal funds disbursed by the Department to it that were involved in those financial transactions.

3. The CSB shall ensure that new CSB board members receive training on their fiduciary responsibilities under applicable provisions of the Code and this contract and that all board members receive annual refresher training on their fiduciary responsibilities.

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

1. CSBs are compliant with § 37.2-504 item 6 or § 37.2-605 item 7 of the Code of Virginia as it relates to the hiring and employment of their leaders. Coordination with the Department is required at varying levels based on the type of CSB.

2. The CSB is required to coordinate with the Department to ensure the appointed individual meets the minimum qualifications established by the department (for all CSB/BHA types) and is in compliance with appropriate salary ranges (for operating CSBs and BHAs).

3. Additional guidance is provided in the technical manual (TM) provided by the Department.

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Appendix B: Disaster Response and Emergency Service Preparedness Requirements

A. The CSB agrees to comply with section 416 of Public Law 93-288 (the Stafford Act) and § 44-146.13 through § 44-146.28 of the Code regarding disaster response and emergency service preparedness. These Code sections authorize the Virginia Department of Emergency Management, with assistance from the Department, to execute the *Commonwealth of Virginia Emergency Operations Plan*, as promulgated through Executive Order 50 (2012).

B. Disaster behavioral health (DBH) assists with mitigation of the emotional, psychological, and physical effects of a natural or man-made disaster affecting survivors and responders. Disaster behavioral health support is most often required by Emergency Support Function No. 6: Mass Care, Emergency Assistance, Temporary Housing, and Human Services; Emergency Support Function No. 8: Health and Medical Services; and Emergency Support Function No. 15: External Affairs. The CSB shall:

1. Provide the Department with and keep current 24/7/365 contact information for disaster response points of contact at least three persons deep
2. Report to the Department all disaster behavioral health recovery and response activities related to a disaster
3. Within the scope of widely accepted FEMA doctrine, the National Response Framework and the National Incident Management System, comply with all Department directives coordinating disaster planning, preparedness, response, and recovery to disasters.

C. Local partnerships are critical to successful disaster response and recovery operations. The CSB shall work with local partners and response agencies to ensure local emergency operations plans incorporate appropriate disaster behavioral health provisions. The Disaster Behavioral Health provisions should include:

1. An accurate listing of DBH response and recovery assets both internal to the CSB and otherwise available to the locality in the aftermath of a disaster.
2. Protocols and procedures for providing behavioral health services and supports to the local community during emergency operations;
3. Participation in local, regional, and statewide planning, preparedness, response, and recovery training and exercises;
4. Disaster response agreements with local governments and state facilities; and
5. Coordination with state facilities and local health departments or other responsible local agencies, departments, or units in preparing all hazards disaster plans.

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Appendix C: Unspent Balances Principles and Procedures

A. Unspent Balances Principles and Procedures

1. **CSB Unspent Federal Funds:** Federal funds remaining unspent beyond the period of performance for which the funds were granted shall be returned to the Department at the end of the funding period in which they were allocated pursuant to the timeline and closeout process outlined in section III of Exhibit F exception in circumstances in which the expenditure of federal funds for allowable unliquidated obligations within appropriate unliquidated obligation spend-down periods as outlined in Exhibit F.

2. **CSB Allocations of State Funds**: Given provisions in State Board Policy 6005 and § 37.2-509 or § 37.2-611 of the Code of Virginia, the Department shall allocate funds in Grants to Localities in the Appropriation Act without applying estimated year-end balances of unspent state funds to the next year's awards to CSBs.

3. **Calculation of Balances:** In order to identify the correct amounts of unspent state fund balances, the Department shall continue to calculate unspent balances for all types of funds sources, except for federal grants.
4. The Department shall calculate balances for restricted and unrestricted state funds, local matching funds, and fees~~,~~ based on the end of the fiscal year Community Automated Reporting System (CARS) reports submitted by all CSBs no later than the deadline in Exhibit E of the performance contract. The Department shall continue to communicate information about individual balances to each CSB.

5. **Unspent Balances for Regional Programs**: While all unspent balances exist in CSB financial management systems, unspent balances for a regional program may be handled by the fiscal agent and CSBs participating in the regional program as they decide for purposes allowable for the regional program. All participating CSBs must review and approve how these balances are handled and the agreed upon uses must fall within the allowable uses for any restricted regional programs. Balances for regional programs may be prorated to each participating CSB for its own locally determined uses or allocated to a CSB or CSBs for regionally approved uses, or the CSB that functions as the regional program's fiscal agent may retain and expend the funds for purposes determined by all of the participating CSBs. Procedures for handling regional program balances of unspent funds should be included in the regional program memorandum of agreement for the program among the participating CSBs, and those procedures must be consistent with the principles and procedures in this Appendix and the applicable provisions of the current performance contract.

6. **Allowable Uses of Unspent State Fund Balances**: Consistent with the intent of the Grants to Localities item in the Appropriation Act and § 37.2-500 or § 37.2-601 of the Code of Virginia, CSBs may use unspent balances of state funds only for mental health, developmental, and substance use disorder services purposes. Any other uses of unspent state fund balances are not acceptable and are a violation of the CSB's performance contract with the Department.

7. **Collective Uses of Unspent Balances**: A group of CSBs may pool amounts of their unspent balances to address one-time issues or needs that are addressed more effectively or efficiently on a collective basis. Any pooled restricted funds must be used in accordance with the terms of the restriction. The use of these pooled unspent balances shall be consistent with the principles and procedures in this Appendix.

B. Reserve Funds: A CSB shall place all unspent balances of unrestricted and restricted state funds that it has accumulated from previous fiscal years in a separate reserve fund. CSBs shall identify and account separately for unspent balances of each type of restricted state funds from previous fiscal years in the

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reserve fund. The CSB shall use this reserve fund only for mental health, developmental, and substance use disorder services purposes, as specified in these principles and procedures or by the Department.

1. Reserve funds must not be established using current fiscal year funds, which are appropriated, granted, and disbursed for the provision of services in that fiscal year. This is particularly relevant for funds restricted by funding sources such as the General Assembly, since these funds cannot be used for another purpose. Transferring current fiscal year state funds into a reserve fund or otherwise intentionally not expending them solely for the purpose of accumulating unspent state funds to create or increase a reserve fund is a violation of the legislative intent of the Appropriation Act and is prohibited.
2. **Size of Reserve Funds**: The maximum acceptable amount of unspent state fund balances that a CSB may accumulate in a reserve fund shall be equal to 50 percent of the amount of all state funds received from the Department during the current fiscal year up to a maximum of $7 million. If this amount of all state funds is less than 50 percent of the total amount of state funds received by the CSB during any one of the preceding five fiscal years, then 50 percent of that larger amount shall constitute the acceptable maximum amount of unspent state fund balances that may be accumulated in a reserve account.
    a. If a CSB has accumulated more than this amount, it must expend enough of those reserve funds on allowable uses for mental health, developmental, or substance use disorder services purposes to reduce the amount of accumulated state fund balances to less than 50 percent of the amount of all state funds received from the Department during the current fiscal year.
    b. In calculating the amount of acceptable accumulated state fund balances, amounts of long term capital obligations incurred by a CSB shall be excluded from the calculation. If a CSB has a plan approved by its CSB board and reviewed and approved in advance by the Department to reserve a portion of accumulated balances toward an identified future capital expense such as the purchase, construction, renovation, or replacement of land or buildings used to provide mental health, developmental, or substance use disorder services; purchase or replacement of other capital equipment, including facility-related machinery or equipment; or purchase of information system equipment or software, the reserved amounts of state funds shall be excluded from the maximum acceptable amount of unspent state fund balances.

C. Effective Period of Restrictions on State General Funds

1. Allowable uses of state funds for identified purposes (restricted funds) remain restricted as originally appropriated. After the end of the biennium in which the restricted funds were disbursed to CSB, any unexpended balances of those state funds shall be identified and shall remain restricted for permissible purposes unless the CSB submits and receives approval of a request to unrestrict these funds, in writing, to the Office of Management Services in the Department. Approvals may be granted for unrestricting funds to be used within the same category (MH, SA, DD).
2. The Department may request an accounting of the total amount of accumulated unexpended restricted state funds per funding source. If necessary, the Department may direct the CSBs to repurpose the use of those funds or the Department may re-allocate those funds amongst other CSBs based on need.

D. Performance Contract Exhibit A Documentation

1. All uses of unspent balances of state funds shall be documented in the CSB's performance contract for the year in which the unspent balances are expended. If the balances will be used to support operational costs, the funds shall be shown as state retained earnings in the performance contract and in the CARS mid-year report, if the expense occurs in the first two quarters, and in the end of the fiscal year CARS report.

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

E. Department Review of Unspent Balances

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

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Appendix D: User Acceptance Testing Process

A. User acceptance testing (UAT) is testing used to validate an application against the business requirements. It also provides the opportunity for the end user/client to determine if the application is acceptable or not. UAT is the last step in ensuring that the application is performing as expected and to minimize any future undue costs caused by unexpected errors and decreased data veracity.

B. By the time an application has reached the UAT process, the code is expected to work as determined in the business requirements. Unpredictability is one of the least desirable outcomes of using any application. Several factors make UAT necessary for any software development or modification project, especially for complex applications like CCS 3 or the Waiver Management System (WaMS) that interface with many IT vendor-supplied data files and are used by many different end users in different ways.

C. In the UAT process, end users test the business functionality of the application to determine if it can support day-to-day business practices and user case scenarios. The Community Service Boards (CSB) and Department of Behavioral Health and Developmental Services (DBHDS) will use the following UAT process for major new releases and/or upgrades of CCS 3, WaMS, or other applications that involve the addition of new data elements or reporting requirements or other functions that would require significant work by CSB IT staff and vendors.

D. Major changes in complex systems such as CCS or WaMS shall occur only once per year at the start of the fiscal year and in accordance with the testing process below. Critical and unexpected changes may occur outside of this annual process for business applications, under those circumstances DBHDS will follow the established UAT process to implement them. Smaller applications follow the process below at the discretion of the DBHDS and the VACSB DMC. (Virginia Community Service Board Data Management Committee).

E. Minor releases of CCS 3 or other applications will utilize shorter processes that will require a modification to the established UAT process. Minor releases can be described as small modifications of the application and that does not involve collecting new data elements. For example, bug fixes or correcting vendor or CSB names or adding values in existing look up tables may start at D-35.

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

**Time Frame is based on calendar days*

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

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Addendum II FY2024-25: Central Office, State Facility, and Community Services Board Partnership Agreement

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Addendum II FY2022-23: Central Office, State Facility, and Community Services Board Partnership Agreement

Section 1: Purpose

The Central Office of the Department of Behavioral Health and Developmental Services (Department), state hospitals and training centers (state facilities) operated by the Department, and community services boards (CSBs), which are entities of local governments, are the operational partners in Virginia's public system for providing mental health, developmental, and substance use disorder services. CSBs include operating CSBs, administrative policy CSBs, and policy-advisory CSBs to local government departments and the behavioral health authority that are established pursuant to Chapters 5 and 6, respectively, of Title 37.2 of the Code of Virginia.

Pursuant to State Board Policy 1034, the partners enter into this agreement to implement the vision statement articulated in State Board Policy 1036 and to improve the quality of care provided to individuals receiving services (individuals) and enhance the quality of their lives. The goal of this agreement is to establish a fully collaborative partnership process through which CSBs, the Central Office, and state facilities can reach agreements on operational and policy matters and issues. In areas where it has specific statutory accountability, responsibility, or authority, the Central Office will make decisions or determinations with the fullest possible participation and involvement by the other partners. In all other areas, the partners will make decisions or determinations jointly. The partners also agree to make decisions and resolve problems at the level closest to the issue or situation whenever possible. Nothing in this partnership agreement nullifies, abridges, or otherwise limits or affects the legal responsibilities or authorities of each partner, nor does this agreement create any new rights or benefits on behalf of any third parties.

The partners share a common desire for the system of care to excel in the delivery and seamless continuity of services for individuals and their families and seek similar collaborations or opportunities for partnerships with advocacy groups for individuals and their families and other system stakeholders. We believe that a collaborative strategic planning process helps to identify the needs of individuals and ensures effective resource allocation and operational decisions that contribute to the continuity and effectiveness of care provided across the public mental health, developmental, and substance use disorder services system. We agree to engage in such a collaborative planning process.

This partnership agreement also establishes a framework for covering other relationships that may exist among the partners. Examples of these relationships include regional initiatives such as the regional utilization management teams, regional crisis stabilization programs, regional discharge assistance programs, regional local inpatient purchases of services, and REACH programs.

Section 2: Roles and Responsibilities

Although this partnership philosophy helps to ensure positive working relationships, each partner has a unique role in providing public mental health, developmental, and substance use disorder services. These distinct roles promote varying levels of expertise and create opportunities for identifying the most effective mechanisms for planning, delivering, and evaluating services.

A. Central Office

1. Ensures through distribution of available state and federal funding that an individually focused and community-based system of care, supported by community and state facility resources, exists for the delivery of publicly funded services and supports to individuals with mental health or substance use disorders or developmental disabilities.

2. Promotes the public mental health, developmental, and substance use disorder service delivery system (including the Central Office) quality improvement efforts that focus on individual outcome and provider performance measures designed to enhance service quality, accessibility, and availability, and provides assistance to the greatest extent practicable with Department-initiated surveys and data requests.

3. Supports and encourages the maximum involvement to ensure that services are not imposed on individuals receiving services. The receiver of services should be an active participant in the planning, delivery, and documentation of services whenever practical participation of individuals receiving services and family members

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of individuals receiving services in policy formulation and services planning, delivery, monitoring, and evaluation.

4. Ensures fiscal accountability that is required in applicable provisions of the Code, relevant state and federal regulations, and policies of the State Board.

5. Promotes identification of state-of-the-art, best or promising practice, or evidence-based programming and resources that exist as models for consideration by other partners.

6. Seeks opportunities to affect regulatory, policy, funding, and other decisions made by the Governor, the Secretary of Health and Human Resources, the General Assembly, the Department of Medical Assistance Services and other state agencies, and federal agencies that interact with or affect the other partners.

7. Encourages and facilitates state interagency collaboration and cooperation to meet the service needs of individuals and to identify and address statewide interagency issues that affect or support an effective system of care.

8. Serves as the single point of accountability to the Governor and the General Assembly for the public system of mental health, developmental, and substance use disorder services.

9. Problem solves and collaborates with a CSB and state facility together on a complex or difficult situation involving an individual who is receiving services when the CSB and state facility have not been able to resolve the situation successfully at their level.

B. Community Services Boards

1. Pursuant to § 37.2-500 and 37.2-600 of the Code and State Board Policy 1035, serve as the single points of entry into the publicly funded system of individually focused and community-based services and supports for individuals with mental health or substance use disorders or developmental disabilities, including individuals with co-occurring disorders in accordance with State Board Policy 1015.

2. Serve as the local points of accountability for the public mental health, developmental, and substance use disorder service delivery system.

3. To the fullest extent that resources allow, promote the delivery of community-based services that address the specific needs of individuals, particularly those with complex needs, with a focus on service quality, accessibility, integration, and availability and on self-determination, empowerment, and recovery.

4. Support and encourage the maximum involvement and participation of individuals receiving services and family members of individuals receiving services in policy formulation and services planning, delivery, monitoring, and evaluation.

5. Establish services and linkages that promote seamless and efficient transitions of individuals between state facility and community services.

6. Promote sharing of program knowledge and skills with other partners to identify models of service delivery that have demonstrated positive outcomes for individuals receiving services.

7. Problem-solve and collaborate with state facilities on complex or difficult situations involving individuals receiving services.

8. Encourage and facilitate local interagency collaboration and cooperation to meet the other services and supports needs, including employment and stable housing, of individuals receiving services.

C. State Facilities

1. Provide psychiatric hospitalization and other services to individuals identified by CSBs as meeting statutory requirements for admission in § 37.2-817 of the Code and criteria in the Continuity of Care Procedures in the

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CSB Administrative Requirements, including the development of specific capabilities to meet the needs of individuals with co-occurring mental health and substance use disorders in accordance with State Board Policy 1015.

2. Within the resources available, provide residential, training, or habilitation services to individuals with developmental disabilities identified by CSBs as needing those services in a training center and who are certified for admission pursuant to § 37.2-806 of the Code.

3. To the fullest extent that resources allow, provide services that address the specific needs of individuals with a focus on service quality, accessibility, and availability and on self-determination, empowerment, and recovery.

4. Support and encourage the involvement and participation of individuals receiving services and family members of individuals receiving services in policy formulation and services planning, delivery, monitoring, and evaluation.

5. Establish services and linkages that promote seamless and efficient transitions of individuals

6. Promote sharing of program knowledge and skills with other partners to identify models of service delivery that have demonstrated positive outcomes for individuals.

7. Problem-solve and collaborate with CSBs on complex or difficult situations involving individuals receiving services.

Section 3: Vision and Core Values

The Central Office, state facilities, and CSBs share a common desire for the public system of care to excel in the delivery and seamless continuity of services to individuals receiving services and their families. While they are interdependent, each partner works independently with both shared and distinct points of accountability, such as state, local, or federal governments, other funding sources, individuals receiving services, and families. The partners embrace a common vision and core values that guide the Central Office, state facilities, and CSBs in developing and implementing policies, planning services, making decisions, providing services, and measuring the effectiveness of service delivery.

A. Vision Statement

The vision, as articulated in State Board Policy 1036, is of a system of quality recovery-oriented services and supports that respects the rights and values of individuals with mental illnesses, intellectual disability, other developmental disabilities who are eligible for or are receiving Medicaid developmental disability waiver services, or substance use disorders, is driven by individuals receiving services, and promotes self-determination, empowerment, recovery, resilience, health and overall wellness, and the highest possible level of participation by individuals receiving services in all aspects of community life, including work, school, family, and other meaningful relationships. This vision also includes the principles of inclusion, participation, and partnership.

B. Core Values

1. Underpinning the vision are the core values of accountability, responsiveness, accessibility and localized solution meaning:

2. The Central Office, state facilities, and CSBs are working in partnership; we hold each other accountable for adhering to our core values.

3. As partners, we will focus on fostering a culture of responsiveness and striving for continuous quality improvement.

4. All services should be designed to be welcoming, accessible, and capable of providing interventions properly matched to the needs of individuals with co-occurring disorders.

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5. As partners, we will make decisions and resolve problems at the level closest to the issue or situation whenever possible.

Section 4: Indicators Reflecting Core Values

The public system of care in Virginia is guided by simple, cost-effective measures reflecting the core values and expectations identified by the Central Office, state facilities, and CSBs. Subsequently, any indicators or measures should reflect the core values listed in the preceding section. The partners agree to identify, prioritize, collect, and utilize these measures as part of the quality assurance systems mentioned in Section 6 of this agreement and in the quality improvement plan described in Section 6.b of the community services performance contract.

Section 5: Advancing the Vision

The partners agree to engage in activities to advance the achievement of the Vision Statement contained in State Board Policy 1036 and Section 3 of this agreement, including these activities.

1. **Recovery:** The partners agree, to the greatest extent possible, to:
   a. provide more opportunities for individuals receiving services to be involved in decision making,
   b. increase recovery-oriented, peer-provided, and consumer-run services,
   c. educate staff and individuals receiving services about recovery, and
   d. assess and increase the recovery orientation of CSBs, the Central Office, and state hospitals.
2. **Integrated Services:** The partners agree to advance the values and principles in the Charter Agreement signed by the CSB and the Central Office and to increase effective screening and assessment of individuals for co-occurring disorders to the greatest extent possible.
3. **Person-Centered Planning:** The partners agree to promote awareness of the principles of person-centered planning, disseminate and share information about person-centered planning, and participate on work groups focused on implementing person-centered planning.

Section 6: Critical Success Factors

The partners agree to engage in activities that will address the following seven critical success factors. These critical success factors are required to transform the current service system's crisis response orientation to one that provides incentives and rewards for implementing the vision of a recovery and resilience-oriented and person-centered system of services and supports. Successful achievement of these critical success factors will require the support and collective ownership of all system stakeholders.

1. Virginia successfully implements a recovery and resilience-oriented and person-centered system of services and supports.

2. Publicly funded services and supports that meet growing mental health, developmental, and substance use disorder services needs are available and accessible across the Commonwealth.

3. Funding incentives and practices support and sustain quality care focused on individuals receiving services and supports, promote innovation, and assure efficiency and cost effectiveness.

4. State facility and community infrastructure and technology efficiently and appropriately meet the needs of individuals receiving services and supports.

5. A competent and well-trained mental health, developmental, and substance use disorder services system workforce provides needed services and supports.

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6. Effective service delivery and utilization management assures that individuals and their families receive services and supports that are appropriate to their needs.

7. Mental health, developmental, and substance use disorder services and supports meet the highest standards of quality and accountability.

Section 7: Accountability

The Central Office, state facilities, and CSBs agree that it is necessary and important to have a system of accountability. The partners also agree that any successful accountability system requires early detection with faithful, accurate, and complete reporting and review of agreed-upon accountability indicators. The partners further agree that early detection of problems and collaborative efforts to seek resolutions improve accountability. To that end, the partners commit themselves to a problem identification process defined by open sharing of performance concerns and a mutually supportive effort toward problem resolution. Technical assistance, provided in a non-punitive manner designed not to "catch" problems but to resolve them, is a key component in an effective system of accountability.

Where possible, joint work groups, representing CSBs, the Central Office, and state facilities, shall review all surveys, measures, or other requirements for relevance, cost benefit, validity, efficiency, and consistency with this statement prior to implementation and on an ongoing basis as requirements change. In areas where it has specific statutory accountability, responsibility, or authority, the Central Office will make decisions or determinations with the fullest possible participation and involvement by the other partners. In all other areas, the partners will make decisions or determinations jointly.

The partners agree that when accreditation or another publicly recognized independent review addresses an accountability issue or requirement, where possible, compliance with this outside review will constitute adherence to the accountability measure or reporting requirement. Where accountability and compliance rely on affirmations, the partners agree to make due diligence efforts to comply fully. The Central Office reserves the powers given to the department to review and audit operations for compliance and veracity and upon cause to take actions necessary to ensure accountability and compliance.

Section 8: Involvement and Participation of Individuals Receiving Services and Their Family Members

1. **Involvement and Participation of Individuals Receiving Services and Their Family Members:** CSBs, state facilities, and the Central Office agree to take all necessary and appropriate actions in accordance with State Board Policy 1040 to actively involve and support the maximum participation of individuals receiving services and their family members in policy formulation and services planning, delivery, monitoring, and evaluation.

2. **Involvement in Individualized Services Planning and Delivery by Individuals Receiving Services and Their Family Members:** CSBs and state facilities agree to involve individuals receiving services and, with the consent of individuals where applicable, family members, authorized representatives, and significant others in their care, including the maximum degree of participation in individualized services planning and treatment decisions and activities, unless their involvement is not clinically appropriate.

3. **Language:** CSBs and state facilities agree that they will endeavor to deliver services in a manner that is understood by individuals receiving services. This involves communicating orally and in writing in the preferred languages of individuals, including Braille and American Sign Language when applicable, and at appropriate reading comprehension levels.

4. **Culturally Competent Services:** CSBs and state facilities agree that in delivering services they will endeavor to address to a reasonable extent the cultural and linguistic characteristics of the geographic areas and populations that they serve.

Section 9: Communication

CSBs, state facilities, and the Central Office agree to communicate fully with each other to the greatest extent possible. Each partner agrees to respond in a timely manner to requests for information from other partners, considering the type, amount, and availability of the information requested.

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Section 10: Quality Improvement

On an ongoing basis, the partners agree to work together to identify and resolve barriers and policy and procedural issues that interfere with the most effective and efficient delivery of public mental health, developmental, and substance use disorder services.

Section 11: Reviews, Consultation, and Technical Assistance

CSBs, state facilities, and the Central Office agree, within the constraints of available resources, to participate in review, consultation, and technical assistance activities to improve the quality of services provided to individuals and to enhance the effectiveness and efficiency of their operations.

Section 12: Revision

This is a long-term agreement that should not need to be revised or amended annually. However, the partners agree that this agreement may be revised at any time with the mutual consent of the parties. When revisions become necessary, they will be developed and coordinated through the System Leadership Council. Finally, either party may terminate this agreement with six months written notice to the other party and to the System Leadership Council.

Section 13: Relationship to the Community Services Performance Contract

This partnership agreement by agreement of the parties is hereby incorporated into and made a part of the current community services performance contract by reference.

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Core Services Taxonomy 7.3

Effective July 1, 2014 for FY 2015 and Subsequent Fiscal Years Until Superseded.

June 30, 2014

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Core Services Taxonomy 7.3

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Introduction

The idea of core services emerged from the General Assembly's Commission on Mental Health and Mental Retardation, chaired by Richard M. Bagley, in 1980. The first list of core services, developed in response to a Commission recommendation, contained five categories of services: emergency, inpatient, outpatient and day support, residential, and prevention and early intervention. The State Board of Behavioral Health and Developmental Services (State Board) approved the original core services definitions in 1981. The General Assembly accepted general definitions of these services and amended § 37.1-194 of the Code of Virginia in 1984 to list the services, requiring the provision of only emergency services. In 1998, the legislature required the provision of case management services, subject to the availability of funds appropriated for them.

The initial description of core services established a useful conceptual framework for Virginia's network of community services board (CSB) and state hospital and training center (state facility) services. However, this description was too general and not sufficiently quantifiable for meaningful data collection and analysis. The initiation of performance contracting in Fiscal Year (FY) 1985 revealed the need for detailed, consistent, and measurable information about services and individuals receiving services. Experience with the first round of contracts reinforced the need for core services definitions that were sufficiently differentiated to reflect the variety of programs and services and yet were general enough to encompass the broad diversity of service modalities and the need for basic, quantified data about services, collected and reported uniformly.

The Virginia Department of Behavioral Health and Developmental Services (Department) and the Virginia Association of Community Services Boards (VACSB) developed the first core services taxonomy, a classification and definition of services, in 1985 to address these needs. The original version of the taxonomy was used with the FY 1986 and 1987 community services performance contracts. State Board Policy 1021 (SYS) 87-9 on core services, adopted in 1987, states that the current version of the taxonomy shall be used to classify, describe, and measure the services delivered directly or through contracts with other providers by all CSBs and state facilities. The Department and the VACSB have revised the core services taxonomy seven times since 1985.

Core Services Taxonomy 7, used in FY 2006 and 2007, added a new core services category, limited services, separated outpatient and case management services into two categories to provide more visibility for case management services, and split day support services into day support services and employment services to reflect the clear differences between them. The limited services category allowed CSBs to capture less information about services that are typically low intensity, infrequent, or short-term (e.g., less than 30 days or four to eight sessions in duration) services. As a result, Taxonomy 7 had nine categories of core services: emergency, inpatient, outpatient, case management, day support, employment, residential, prevention and early intervention, and limited services.

Core Services Taxonomy 7.1, used in FY 2008 and 2009, incorporated changes in the Community Consumer Submission 3 (CCS 3), the new admission and discharge paradigm, and new system transformation initiative services. It reordered core services categories to reflect the new paradigm. Some services were grouped under services available outside of a program area (SAOPA), but most were under services available at admission to a program area. It added a tenth core services category, consumer-run services, and two subcategories, ambulatory crisis stabilization services and residential crisis stabilization services, and separated prevention and infant and toddler intervention into separate categories.

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Core Services Taxonomy 7.2, used in FY 2010 through FY 2014, incorporated two new concepts: service subtype, used only for emergency and case management services, and service location to provide more specific information about core services; these changes are reflected in the CCS. It replaced consumer with individual or individual receiving services unless the context requires the use of consumer (e.g., the CCS). It retained infant and toddler services for descriptive purposes only. Information about these services is collected through a separate information system instead of the CCS, and the services are funded through a separate contract. Taxonomy 7.2 added two appendices on regional programs that were previously in the performance contract. It replaced SAOPA with emergency services and ancillary services. Finally, mental health or substance use disorder or intellectual disability were used to refer to a condition experienced by an individual, while mental health, substance abuse, or developmental services referred respectively to the services that address these conditions.

Core Services Taxonomy 7.3, effective for FY 2015 and subsequent years, incorporates all revisions of Taxonomy 7.2 issued since July 1, 2009. It adds a new outpatient services subcategory for intensive outpatient and clarifies that consumer designation code 920 includes all individuals receiving intellectual disability home and community-based Medicaid waiver services.

Taxonomy categories and subcategories are inclusive rather than narrowly exclusive; they are not meant to capture every detail about everything a CSB or state facility does. Categories and subcategories allow meaningful and accurate descriptions and measurements of service delivery activities; this can help produce valid and informative analyses and comparisons of CSBs, state facilities, and regions. Given the diversity and variety of Virginia's localities and the mix and availability of resources and services from other public and private providers, each CSB may not need to provide every subcategory in the taxonomy. The categories and subcategories do not create additional mandates for CSBs; only emergency and case management services are now required.

The relationship of taxonomy core services categories and subcategories to the more traditional community services organizational structure is represented below.

Community Services Board or Behavioral Health Authority (CSB)
- *Program Area* (all mental health, developmental, or substance abuse services)
  - *Core Service Category* (e.g., residential services)
    - *Core Service Subcategory* (e.g., intensive residential services)
      - *Service Subtype* (for emergency and case management services) and
      - *Service Location* (for all services)
        - *Services in a Subcategory* (e.g.in-home respite in supportive residential)
        - Individual Program (e.g., a particular group home)
          - Discrete Service Activity (e.g., meal preparation)

The numbers after some core services categories and all core service subcategories in the definitions section and the matrix are the Community Automated Reporting System (CARS) and CCS codes for those services. Core services categories with subcategories, such as inpatient services, do not have codes because they have subcategories with codes. However, core services categories with no subcategories, such as emergency services, do have codes. Services that have moved to different categories, such as individual supported employment moving from the day support services to the employment services category, retain the same code numbers that they had in Taxonomy 7 and the original CCS for historical data base continuity purposes. The CARS and CCS do not include details of the bottom three levels (*services in a subcategory*, individual program and discrete service activity) above.

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Types of Community Services Boards (CSBs)

A particularly meaningful classification of CSBs is the relationship between the CSB and its local government or governments. While CSBs are agents of the local governments that established them, most CSBs are not city or county government departments. Section 37.2-100 of the Code of Virginia defines three types of CSBs, and Chapter 6 of Title 37.2 authorizes behavioral health authorities (BHAs) to provide community services. Throughout the taxonomy, community services board or CSB refers to all of the following organizations.

Administrative policy CSB or administrative policy board means the public body organized in accordance with the provisions of Chapter 5 (§ 37.2-500 et seq.) that is appointed by and accountable to the governing body of each city and county that established it to set policy for and administer the provision of mental health, developmental, and substance abuse services. The administrative policy CSB or administrative board denotes the board, the members of which are appointed pursuant to § 37.2-501 with the powers and duties enumerated in subsection A of § 37.2-504 and § 37.2-505. An administrative policy CSB includes the organization that provides mental health, developmental, and substance abuse services through local government staff or contracts with other organizations and providers, unless the context indicates otherwise. An administrative policy CSB does not employ its staff. There are 11 administrative policy CSBs; nine are city or county government departments; two are not, but use local government staff to provide services.

Behavioral health authority (BHA) or authority means a public body and a body corporate organized in accordance with the provisions of Chapter 6 (§ 37.2-600 et seq.) that is appointed by and accountable to the governing body of the city or county that established it for the provision of mental health, developmental, and substance abuse services. BHA or authority also includes the organization that provides these services through its own staff or through contracts with other organizations and providers, unless the context indicates otherwise. Chapter 6 authorizes Chesterfield County and the cities of Richmond and Virginia Beach to establish a BHA; only Richmond has done so. In many ways, a BHA most closely resembles an operating CSB, but it has several powers or duties in § 37.2-605 of the Code of Virginia that are not given to CSBs.

Operating CSB or operating board means the public body organized in accordance with the provisions of Chapter 5 (§ 37.2-500 et seq.) that is appointed by and accountable to the governing body of each city and county that established it for the direct provision of mental health, developmental, and substance abuse services. The operating CSB or operating board denotes the board, the members of which are appointed pursuant to § 37.2-501 with the powers and duties enumerated in subsection A of § 37.2-504 and § 37.2-505. Operating CSB or operating board also includes the organization that provides such services, through its own staff or through contracts with other organizations and providers, unless the context indicates otherwise. The 27 operating CSBs employ their own staff and are not city or county government departments.

Policy-Advisory CSB or policy-advisory board means the public body organized in accordance with the provisions of Chapter 5 that is appointed by and accountable to the governing body of each city and county that established it to provide advice on policy matters to the local government department that provides mental health, developmental, and substance abuse services directly or through contracts with other organizations and providers pursuant to subsection A of § 37.2-504 and § 37.2-505. The policy-advisory CSB or policy-advisory board denotes the board, the members of which are appointed pursuant to § 37.2-501 with the powers and duties enumerated in subsection B of § 37.2-504. The CSB has no operational powers or duties; it is an advisory board to a local government department. There is one local government department with a policy-advisory CSB, the Portsmouth Department of Behavioral Healthcare Services.

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Emergency and Ancillary Services (400)**:** If a CSB determines that it can serve a person who is seeking or has been referred for services, the CSB opens a case for the person. Persons needing these services may access them without being admitted to a program area (all mental health, developmental, or substance abuse services). However, individuals who have been admitted to a program area may still access the following services if they need them. These services do not require collecting as many CCS data elements or as much individual service record information as admission to a program area does. If a person receives any of the following services and is subsequently admitted to a program area, the additional CCS program area admission data elements must be collected. The 400 is a pseudo program area code for CCS service file purposes, since this group of services is not a program area. If individuals receive any of the following services after they are admitted to a program area, these services still must be coded with the 400 code, rather than the program area code (100, 200, or 300) to which they have been admitted.

1. **Emergency Services** (100) are unscheduled and sometimes scheduled crisis intervention, stabilization, and referral assistance provided over the telephone or face-to-face, if indicated, 24 hours per day and seven days per week to people seeking such services for themselves or others. Services also may include walk-ins, home visits, and jail interventions. Emergency services include preadmission screening activities associated with admission to a state hospital or training center or other activities associated with the judicial admission process. This category also includes Medicaid crisis intervention and short-term crisis counseling and intellectual disability home and community-based (ID HCB) waiver crisis stabilization and personal emergency response system services. Persons receiving critical incident stress debriefing services are not counted as individuals receiving services, and service units are identified and collected through the z-consumer function in the CCS.

   Service Subtype is a specific activity associated with a particular core service category or subcategory for which a service.txt file is submitted in the CCS. Currently, service subtypes are defined only for emergency services and case management services. The emergency services subtype is collected at every emergency services encounter and reported in the service file; every emergency service encounter is coded with one of these six subtypes in the CCS.

   a. **Crisis Intervention** is provided in response to an acute crisis episode. This includes counseling, short term crisis counseling, triage, or disposition determination and all emergency services not included in the following service subtypes.

   b. **Crisis Intervention Provided Under an Emergency Custody Order** is clinical intervention and evaluation provided by a certified preadmission screening evaluator in response to an emergency custody order (ECO) issued by a magistrate.

   c. **Crisis Intervention Provided Under Law Enforcement Custody (paperless ECO)** is clinical intervention and evaluation provided by a certified preadmission screening evaluator to an individual under the custody of a law enforcement officer without an ECO issued by a magistrate.

   d. **Independent Examination** is an examination provided by an independent examiner who satisfies the requirements in and who conducts the examination in accordance with § 37.2-815 of the Code of Virginia in preparation for a civil commitment hearing.

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e. **Commitment Hearing** is attendance of a certified preadmission screening evaluator at a civil commitment or recommitment hearing conducted pursuant to § 37.2-817.

f. **MOT Review Hearing** is attendance at a review hearing conducted pursuant to §§ 37.2-817.1 through 37.2-817.4 for a person under a mandatory outpatient treatment (MOT) order.

2. **Ancillary Services** consist of the following activities that typically are short term (less than 30 days or four to eight sessions in duration), infrequent, or low-intensity services.

a. ***Motivational Treatment Services*** (318) are generally provided to individuals on an hourly basis, once per week, through individual or group counseling in a clinic. These services are structured to help individuals resolve their ambivalence about changing problematic behaviors by using a repertoire of data gathering and feedback techniques. Motivational treatment services are not a part of another service; they stand alone. Their singular focus on increasing the individual's motivation to change problematic behaviors, rather than on changing the behavior itself, distinguishes motivational treatment services from outpatient services. A course of motivational treatment may involve a single session, but more typically four to eight sessions; and it may be repeated, if necessary, as long as repetition is clinically indicated. Prior to placement in motivational treatment, the individual's level of readiness for change is usually assessed, based on clinical judgment, typically supported by standardized instruments. An assessment may follow a course of motivational treatment to ascertain any changes in the individual's readiness for change. Psycho-educational services are included in this subcategory.

b. ***Consumer Monitoring Services*** (390) are provided to individuals who have not been admitted to a program area but have had cases opened by the CSB. For example, this includes individuals with opened cases whom the CSB places on waiting lists for other services, for example, Medicaid ID wavier services. Individuals receive no interventions or face-to-face contact, but they receive consumer monitoring services that typically consist of service coordination or intermittent emergency contacts. Other examples of consumer monitoring services include individuals who receive only outreach services, such as outreach contacts through projects for assistance in transition from homelessness (PATH), individuals in waiting list groups, and outreach by peers to individuals who are in need of services or have been referred for services.

c. ***Assessment and Evaluation Services*** (720) include court-ordered or psychological evaluations; initial assessments for screening, triage, and referral for individuals who probably will not continue in services; and initial evaluations or assessments that result in placement on waiting lists without receiving other services. An abbreviated individualized services plan and services record may be required.

d. ***Early Intervention Services*** (620) are intended to improve functioning or change behavior in individuals who have been identified as beginning to experience problems, symptoms, or behaviors that, without intervention, are likely to result in the need for treatment. Outpatient service activities should not be included here merely to avoid record keeping or licensing requirements since this is not clinically appropriate and could expose the CSB to increased liability. Services are generally targeted to identified individuals or groups and include case consultation, groups for adolescents who have been suspended for use of alcohol or tobacco, and programs for children or adults exhibiting behavior changes following loss such as divorce, death of a loved one, and job loss. School-based interventions should be included in prevention, early intervention, or outpatient services, as appropriate.

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3. ***Consumer-Run Services*** (730) are self-help programs designed, governed, and led by and for people in recovery. Consumer-run services employ peers as staff and volunteers and are often open on weekends and evenings beyond the usual hours traditional services operate. Services are usually open door or drop in, with no required applications, waiting times, or appointments. Services include networking, advocacy, and mutual support groups; drop-in centers; supported housing; hospital liaison; recreation and social activities; arts and crafts and exercise groups; peer counseling, mentorship, and one-on-one consultations; information and referrals; and knowledge and skill-building classes such as employment training, computer training, and other seminars and workshops. Consumer-run centers also may offer the use of washers and dryers, showers, telephones for business calls, mailboxes, and lending libraries. Because of their nature, no information is collected in the CCS about consumer-run services or the individuals participating in them. Instead, the number of persons participating in consumer-run services is reported in the CARS management report. However, core services provided by peers are included and reported where they are delivered, e.g., in outpatient, rehabilitation, or residential services, rather than in consumer-run services; see Appendix G for more information.

Services Available at Admission to a Program Area: If an individual needs other services beyond emergency or ancillary services, the CSB admits the individual to a program area: all mental health (100), developmental (200), or substance abuse (300) services. Depending on his or her needs, the individual may be admitted to two or even three program areas. An individual may be admitted directly to a program area, bypassing case opening, but CCS data elements collected at case opening must still be obtained. Even after admission to a program area, an individual may still receive emergency or ancillary services if he or she needs them.

4. **Inpatient Services** deliver services on a 24-hour-per-day basis in a hospital or training center.

   a. ***Medical/Surgical Care*** provides acute medical treatment or surgical services in state facilities. These services include medical detoxification, orthopedics, oral surgery, urology, care for pneumonia, post-operative care, ophthalmology, ear, nose and throat care, and other intensive medical services.

   b. ***Skilled Nursing Services*** deliver medical care, nursing services, and other ancillary care for individuals with mental disabilities who are in state facilities and require nursing as well as other care. Skilled nursing services are most often required by individuals who are acutely ill or have significant intellectual disability and by older adults with mental health disorders who suffer from chronic physical illnesses and loss of mobility. Services are provided by professional nurses, licensed practical nurses, and qualified paramedical personnel under the general direction and supervision of a physician.

   c. ***Intermediate Care Facility for Individuals with Intellectual Disability (ICF/ID) Services*** are provided in state training centers for individuals with intellectual disability who require active habilitative and training services, including respite and emergency care, but not the degree of care and treatment provided in a hospital or skilled nursing home.

   d. ***Intermediate Care Facility/Geriatric Services*** are provided in state geriatric facilities by interdisciplinary teams to individuals who are 65 years of age and older. Services include psychiatric treatment, medical treatment, personal care, and therapeutic programs appropriate to the facility and to the individual's needs.

   e. ***Acute Psychiatric or Substance Abuse Inpatient Services*** (250) provide intensive short-term psychiatric treatment in state hospitals or intensive short-term psychiatric treatment,

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including services to individuals with intellectual disability, or substance abuse treatment, except medical detoxification, in local hospitals. Services include intensive stabilization, evaluation, psychotropic medications, psychiatric and psychological services, and other supportive therapies provided in a highly structured and supervised setting.

f. ***Community-Based Substance Abuse Medical Detoxification Inpatient Services*** (260) use medication under the supervision of medical personnel in local hospitals to systematically eliminate or reduce the effects of alcohol or other drugs in the body.

g. ***Extended Rehabilitation Services*** offer intermediate or long-term treatment in a state hospital for individuals with severe psychiatric impairments, emotional disturbances, or multiple disabilities (e.g., individuals with mental health disorders who also are deaf). Services include rehabilitation training, skills building, and behavioral management for people who are beyond the crisis stabilization and acute treatment stages.

5. **Outpatient Services** provide clinical treatment services, generally in sessions of less than three consecutive hours, to individuals and groups.

   a. ***Outpatient Services*** (310) are generally provided to individuals on an hourly schedule, on an individual, group, or family basis, and usually in a clinic or similar facility or in another location, including a jail or juvenile detention center. Outpatient services may include diagnosis and evaluation, screening and intake, counseling, psychotherapy, behavior management, psychological testing and assessment, laboratory and other ancillary services, medical services, and medication services. Medical services include the provision of psychiatric, medical, psychiatric nursing, and medical nursing services by licensed psychiatrists, physicians, and nurses and the cost of medications purchased by the CSB and provided to individuals. Medication services include prescribing and dispensing medications, medication management, and pharmacy services. Medication only visits are provided to individuals who receive only medication monitoring on a periodic (monthly or quarterly) basis from a psychiatrist, other physician, psychiatric nurse, or physician's assistant. These visits are included in outpatient services. The Department has identified a minimum set of information for licensing purposes that would be needed to constitute an individualized services plan (ISP) for individuals receiving only medication visits.

      Outpatient services also include *intensive in-home services* that are time-limited, usually between two and six months, family preservation interventions for children and adolescents with or at risk of serious emotional disturbance, including such individuals who also have a diagnosis of intellectual disability. In-home services are provided typically but not solely in the residence of an individual who is at risk of being moved into or is being transitioned to home from an out-of-home placement. The services provide crisis treatment; individual and family counseling; life, parenting, and communication skills; case management activities and coordination with other required services; and 24 hour per day emergency response.

      Outpatient services also include *jail-based habilitation services* that involve daily group counseling, individual therapy, psycho-educational services, 12 step meetings, discharge planning, and pre-employment and community preparation services.

      Finally, outpatient services also include Medicaid ID HCB waiver skilled nursing services and therapeutic consultation services. Probation and parole and community corrections day reporting centers also are included in outpatient services, rather than in ancillary services.

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b. ***Intensive Outpatient Services*** (313) provide substance abuse treatment in a concentrated manner for two or more consecutive hours per day to groups of individuals in nonresidential settings multiple times per week. This service is provided over a period of time for individuals requiring more intensive services than outpatient services can provide. Intensive substance abuse outpatient services include multiple group therapy sessions during the week, individual and family therapy, individual monitoring, and case management.

c. ***Medication Assisted Treatment*** (335) combines outpatient treatment with administering or dispensing synthetic narcotics, such as methadone or buprenorphine (suboxone), approved by the federal Food and Drug Administration for the purpose of replacing the use of and reducing the craving for opioid substances, such as heroin or other narcotic drugs.

d. ***Assertive Community Treatment*** (350) consists of two modalities: intensive community treatment (ICT) and program of assertive community treatment (PACT). Individuals served by either modality have severe symptoms and impairments that are not effectively remedied by available treatments or, because of reasons related to their mental health disorders, resist or avoid involvement with mental health services. This could include individuals with severe and persistent mental illnesses who also have co-occurring diagnoses of intellectual disability. Assertive community treatment provides an array of services on a 24-hour per day basis to these individuals in their natural environments to help them achieve and maintain effective levels of functioning and participation in their communities. Services may include case management, supportive counseling, symptom management, medication administration and compliance monitoring, crisis intervention, developing individualized community supports, psychiatric assessment and other services, and teaching daily living, life, social, and communication skills.

   ICT is provided by a self-contained, interdisciplinary team of at least five full-time equivalent clinical staff, a program assistant, and a psychiatrist. This team (1) assumes responsibility for directly providing needed treatment, rehabilitation, and support services to identified individuals with severe and persistent mental illnesses, (2) minimally refers individuals to outside service providers, (3) provides services on a long-term care basis with continuity of caregivers over time, (4) delivers 75 percent or more of the services outside of the program's offices, and (5) emphasizes outreach, relationship building, and individualization of services. PACT is provided by a self-contained, inter-disciplinary team of at least 10 full-time equivalent clinical staff, a program assistant, and a psychiatrist, and this team meets the five criteria contained in the definition of ICT.

6. **Case Management Services** (320) assist individuals and their family members to access needed services that are responsive to the individual's needs. Services include: identifying and reaching out to individuals in need of services, assessing needs and planning services, linking the individual to services and supports, assisting the individual directly to locate, develop, or obtain needed services and resources, coordinating services with other providers, enhancing community integration, making collateral contacts, monitoring service delivery, and advocating for individuals in response to their changing needs.

   Service Subtype is a specific activity associated with a particular core service category or subcategory for which a service.txt file is submitted in the CCS. Currently, service subtypes are defined only for emergency and case management services. The case management services subtype is collected at every developmental case management services encounter and reported in the service file with one of the two subtypes in the CCS. CSBs may report these service subtypes for mental health or substance abuse case management services, but this is optional.

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a. **Face-to-Face Case Management Services:** These are case management services received by an individual and provided by a case manager during a face-to-face encounter in a case management service licensed by the Department. Examples of service hour activities applicable to face-to-face case management services include case management, individual present and discharge planning, individual present. All other case management services must be reported using non-face-to-face case management.

b. **Non-Face-to-Face Case Management Services:** These are all other case management services provided to or on behalf of an individual by a case manager in a case management service licensed by the Department. This includes telephone contacts with the individual, any contacts (face-to-face or otherwise) with the individual's family members or authorized representative, or any contacts (face-to-face or otherwise) about the individual with other CSB staff or programs or other providers or agencies. Examples of service hour activities applicable to non-face-to-face case management services include:

- case management, individual not present;
- phone consultation with individual;
- report writing re: individual;
- individual-related staff travel; and
- discharge planning, individual not present.

7. **Day Support Services** provide structured programs of treatment, activity, or training services, generally in clusters of two or more continuous hours per day, to groups or individuals in non-residential settings.

a. ***Day Treatment or Partial Hospitalization*** (410) is a treatment program that includes the major diagnostic, medical, psychiatric, psychosocial, and prevocational and educational treatment modalities designed for adults with serious mental health, substance use, or co-occurring disorders who require coordinated, intensive, comprehensive, and multi-disciplinary treatment that is provided several hours per day for multiple days each week and is not provided in outpatient services.

This subcategory also includes *therapeutic day treatment for children and adolescents,* a treatment program that serves children and adolescents (birth through age 17) with serious emotional disturbances or substance use or co-occurring disorders or children (birth through age 7) at risk of serious emotional disturbance in order to combine psychotherapeutic interventions with education and mental health or substance abuse treatment. Services include: evaluation, medication education and management, opportunities to learn and use daily living skills and to enhance social and interpersonal skills, and individual, group, and family counseling.

b. ***Ambulatory Crisis Stabilization Services*** (420) provide direct care and treatment to non-hospitalized individuals experiencing an acute crisis related to mental health, substance use, or co-occurring disorders that may jeopardize their current community living situation. The goals are to avert hospitalization or re-hospitalization, provide normative environments with a high assurance of safety and security for crisis intervention, stabilize individuals in crisis, and mobilize the resources of the community support system, family members, and others for ongoing rehabilitation and recovery. Ambulatory crisis stabilization services may be provided in an individual's home or in a community-based program licensed by the Department. These services are planned for and provide services for up to 23 hours per day. Services that are integral to and provided in ambulatory crisis stabilization programs, such as outpatient or case management services, should not be reported separately in those core services since they are included in the ambulatory crisis stabilization day support hours.

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c. ***Rehabilitation or Habilitation*** (425) consists of training services in two modalities.

Psychosocial rehabilitation provides assessment, medication education, opportunities to learn and use independent living skills and to enhance social and interpersonal skills, family support and education, vocational and educational opportunities, and advocacy to individuals with mental health, substance use, or co-occurring disorders in a supportive community environment focusing on normalization. It emphasizes strengthening the individual's abilities to deal with everyday life rather than focusing on treating pathological conditions.

Habilitation provides planned combinations of individualized activities, supports, training, supervision, and transportation to individuals with intellectual disability to improve their condition or maintain an optimal level of functioning. Specific components of this service develop or enhance the following skills: self-care and hygiene, eating, toileting, task learning, community resource utilization, environmental and behavioral skills, medication management, and transportation. Habilitation also includes Medicaid ID HCB waiver day support (center-based and non-center- based) and prevocational services.

8. **Employment Services** provide work and support services to groups or individuals in non-residential settings.

   a. ***Sheltered Employment*** (430) programs provide work in a non-integrated setting that is compensated in accordance with the Fair Labor Standards Act for individuals with disabilities who are not ready, are unable, or choose not to enter into competitive employment in an integrated setting. This service includes the development of social, personal, and work-related skills based on an individualized services plan.

   b. ***Group Supported Employment*** (465) provides work to small groups of three to eight individuals at job sites in the community or at dispersed sites within an integrated setting. Integrated setting means opportunities exist for individuals receiving services in the immediate work setting to have regular contact with non-disabled persons who are not providing support services. The employer or the vendor of supported employment services employs the individuals. An employment specialist, who may be employed by the employer or the vendor, provides ongoing support services. Support services are provided in accordance with the individual's written rehabilitation plan. Models include mobile and stationary crews, enclaves, and small businesses. Group supported employment includes Medicaid ID HCB waiver supported employment - group model.

   c. ***Individual Supported Employment*** (460) provides paid employment to an individual placed in an integrated work setting in the community. The employer employs the individual. On-going support services that may include transportation, job-site training, counseling, advocacy, and any other supports needed to achieve and to maintain the individual in the supported placement are provided by an employment specialist, co-workers of the supported employee, or other qualified individuals. Support services are provided in accordance with the individual's written rehabilitation plan. Individual supported employment includes Medicaid ID HCB waiver supported employment - individual model.

9. **Residential Services** provide overnight care with an intensive treatment or training program in a setting other than a hospital or training center, overnight care with supervised living, or other supportive residential services.

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a. ***Highly Intensive Residential Services*** (501) provide overnight care with intensive treatment or training services. These services include:

Mental Health Residential Treatment Centers such as short term intermediate care, residential alternatives to hospitalization such as community gero-psychiatric residential services[1], and residential services for individuals with co-occurring diagnoses (e.g., mental health and substance use disorders, intellectual disability and mental health disorders) where intensive treatment rather than just supervision occurs;

Community Intermediate Care Facilities for Individuals With Intellectual Disability (ICF/ID) that provide care to individuals who have intellectual disability and need more intensive training and supervision than may be available in an assisted living facility or group home, comply with Title XIX of the Social Security Act standards and federal certification requirements, provide health and habilitation services, and provide active treatment to individuals receiving services toward the achievement of a more independent level of functioning or an improved quality of life; and

Substance Abuse Medically Managed Withdrawal Services that provide detoxification services with physician services available when required to eliminate or reduce the effects of alcohol or other drugs in the individual's body and that normally last up to seven days, but this does not include medical detoxification services provided in community-based substance abuse medical detoxification inpatient services (260) or social detoxification services.

b. ***Residential Crisis Stabilization Services*** (510) provide direct care and treatment to non-hospitalized individuals experiencing an acute crisis related to mental health, substance use, or co-occurring disorders that may jeopardize their current community living situation. The goals are to avert hospitalization or re-hospitalization, provide normative environments with a high assurance of safety and security for crisis intervention; stabilize individuals in crisis, and mobilize the resources of the community support system, family members, and others for ongoing rehabilitation and recovery. Residential crisis stabilization services are provided in a community-based program licensed by the Department. These services are planned for and provide overnight care; the service unit is a bed day. Services that are integral to and provided in residential crisis stabilization programs, such as outpatient and case management services, should not be reported separately in those core services since they are included in the bed day.

c. ***Intensive Residential Services*** (521) provide overnight care with treatment or training that is less intense than highly intensive residential services. It includes the following services and Medicaid ID HCB waiver congregate residential support services.

Group homes or *halfway houses* provide identified beds and 24 hour supervision for individuals who require training and assistance in basic daily living functions such as meal preparation, personal hygiene, transportation, recreation, laundry, and budgeting. The expected length of stay normally exceeds 30 days.

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[1] Community gero-psychiatric residential services that provide 24-hour non-acute care with treatment in a setting that offers less intensive services than a hospital, but more intensive mental health services than a nursing home or group home. Individuals with mental health disorders, behavioral problems, and concomitant health problems, usually age 65 and older, who are appropriately treated in a geriatric setting, receive intensive supervision, psychiatric care, behavioral treatment planning, nursing, and other health-related services.

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Primary care offers substance abuse rehabilitation services that normally last no more than 30 days. Services include intensive stabilization, daily group therapy and psycho-educational services, consumer monitoring, case management, individual and family therapy, and discharge planning.

Intermediate rehabilitation is a substance abuse psychosocial therapeutic milieu with an expected length of stay up to 90 days. Services include supportive group therapy, psycho-education, consumer monitoring, case management, individual and family therapy, employment services, and community preparation services.

Long-term habilitation is a substance abuse psychosocial therapeutic milieu with an expected length of stay of 90 or more days that provides a highly structured environment where residents, under staff supervision, are responsible for daily operations of the facility. Services include intensive daily group and individual therapy, family counseling, and psycho-education. Daily living skills and employment opportunities are integral components of the treatment program. Jail-based habilitation services, previously reported here, should be reported in outpatient services (310).

d. ***Supervised Residential Services*** (551) offer overnight care with supervision and services. This subcategory includes the following services and Medicaid ID HCB waiver congregate residential support services.

   Supervised apartments are directly-operated or contracted, licensed residential programs that place and provide services to individuals in apartments or other residential settings. The expected length of stay normally exceeds 30 days.

   Domiciliary care provides food, shelter, and assistance in routine daily living but not treatment or training in facilities of five or more beds. This is primarily a long-term setting with an expected length of stay exceeding 30 days. Domiciliary care is less intensive than a group home or supervised apartment; an example would be a licensed assisted living facility (ALF) operated, funded, or contracted by a CSB.

   Emergency shelter or *residential respite* programs provide identified beds, supported or controlled by a CSB, in a variety of settings reserved for short term stays, usually several days to no more than 21 consecutive days.

   Sponsored placements place individuals in residential settings and provide substantial amounts of financial, programmatic, or service support. Examples include individualized therapeutic homes, specialized foster care, family sponsor homes, and residential services contracts for specified individuals. The focus is on individual residential placements with expected lengths of stay exceeding 30 days rather than on organizations with structured staff support and set numbers of beds.

e. ***Supportive Residential Services*** (581) are unstructured services that support individuals in their own housing arrangements. These services normally do not involve overnight care delivered by a program. However, due to the flexible nature of these services, overnight care may be provided on an hourly basis. It includes the following services and Medicaid ID HCB waiver supported living/in-home supports, respite (agency and consumer-directed) services, companion services (agency and consumer-directed), and personal assistance services (agency and consumer-directed).

   In-Home respite provides care in the homes of individuals with mental disabilities or in a setting other than that described in residential respite services above. This care may last

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from several hours to several days and allows the family member care giver to be absent from the home.

Supported living arrangements are residential alternatives that are not included in other types of residential services. These alternatives assist individuals to locate or maintain residential settings where access to beds is not controlled by a CSB and may provide program staff, follow along, or assistance to these individuals. The focus may be on assisting an individual to maintain an independent residential arrangement. Examples include homemaker services, public-private partnerships, and non-CSB subsidized apartments (e.g., HUD certificates).

Housing subsidies provide cash payments only, with no services or staff support, to enable individuals to live in housing that would otherwise not be accessible to them. These cash subsidies may be used for rent, utility payments, deposits, furniture, and other similar payments required to initiate or maintain housing arrangements for individuals. This is used only for specific allocations of funds from the Department earmarked for housing subsidies. Numbers of individuals receiving services and expense information should be included in supportive residential services in performance contract reports. Information associated with other housing subsidies should be included in the services of which they are a part.

10. **Prevention Services** (610) are designed to prevent mental health or substance use disorders. Activities that are really outpatient services should not be included in prevention services to avoid record keeping or licensing requirements, since this exposes the CSB to increased liability, is not clinically appropriate, and violates the regulatory requirements of the federal Substance Abuse Prevention and Treatment block grant. Prevention services promote mental health through individual, community, and population-level change strategies. Prevention services are identified through the implementation of the Strategic Prevention Framework, an evidenced-based and community-based needs assessment-focused planning model. This model involves data-driven needs assessment, planning and evaluation, capacity building, and implementation of evidenced-based programs, strategies, and practices. Overlaying all these components are cultural competence and sustainability of effective outcomes. To achieve community level strategies, CSBs must be a part of a community coalition. Emphasis is on enhancement of protective factors and reduction of risk factors in individuals and the community. Information on substance abuse prevention services is collected and reported separately through the Department's contracted prevention services information system, instead of being included in the CCS. The following six strategies comprise prevention services.

    Information Dissemination provides awareness and knowledge of the nature and extent of mental health and substance use disorders and intellectual disability. It also provides awareness and knowledge of available prevention programs and services. Examples of information dissemination include media campaigns, public service announcements, informational brochures and materials, community awareness events, and participation on radio or TV talk shows. Information dissemination is characterized by one-way communication from the source to the audience.

    Prevention Education aims to affect critical life and social skills, including general competency building, specific coping skills training, support system interventions, strengthening caregivers, and decision-making skills training. Prevention education is characterized by two-way communication with close interaction between the facilitator or educator and program

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participants. Examples of prevention education include children of alcoholics groups and parenting classes.

Alternatives provide for the participation of specific populations in activities that are constructive, promote healthy choices, and provide opportunities for skill building. Examples of prevention alternatives include leadership development, community service projects, alcohol, tobacco, and other drug free activities, and youth centers.

Problem Identification and Referral aims at the identification of those individuals who are most at risk of developing problematic behaviors in order to assess if their behaviors can be changed though prevention education. Examples include student and employee assistance programs.

Community-Based Process aims at enhancing the ability of the community to provide prevention and treatment services more effectively. Activities include organizing, planning, enhancing efficiency and effectiveness of service implementation, interagency collaboration, coalition building, and networking. Examples include community and volunteer training, multi-agency coordination and collaboration, accessing services and funding, and community team-building.

Environmental Prevention Activities establish or change written and unwritten community standards, codes, and attitudes, thereby influencing the development of healthy living conditions. Examples include modifying advertising practices and promoting the establishment and review of alcohol, tobacco, and other drug use policies.

11. ***Infant and Toddler Intervention Services*** (625) provides family-centered, community-based early intervention services designed to meet the developmental needs of infants and toddlers and the needs of their families as these needs relate to enhancing the child's development. These services prevent or reduce the potential for developmental delays in infants and toddlers and increase the capacity of families to meet the needs of their at-risk infants and toddlers. Infant and toddler intervention is delivered through a comprehensive, coordinated, interagency, and multidisciplinary services system. Infant and toddler intervention includes:

    a. assistive technology,
    b. audiology,
    c. family training, counseling, and home visits,
    d. health services,
    e. nursing services,
    f. nutrition services,
    g. occupational therapy,
    h. physical therapy,
    i. medical services (for diagnostic or evaluation purposes only),
    j. special instruction,
    k. psychological services,
    l. service coordination,
    m. social work services,
    n. speech-language pathology,
    o. transportation services, and
    p. vision services.

    The identified individual receiving services is the infant or toddler. Information about infant and toddler intervention services, including funds, expenditures, costs, service units, and the individuals receiving them is collected and reported to the Department through a separate contract and automated information system, rather than through CARS reports and the CCS. Consequently, this service is not included in the Core Services Category and Subcategory Matrix in the taxonomy. This infant and toddler intervention services definition is included in the taxonomy for information and reference purposes.

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Core Services Taxonomy 7.3

Community Consumer Submission (CCS) Consumer Designation Codes

The CCS consumer designation codes for specialized initiatives or projects (consumer designation codes for short) identify individuals who are served in certain specific initiatives or projects; these codes are not service codes *per se*, like 310 is the core services code for Outpatient Services, instead, these codes reflect a particular status of those individuals. Consumer designation codes may encompass more than special projects or initiatives.

The component services of these projects or initiatives are included in the appropriate core services and numbers of individuals in these initiatives are counted in the CCS in the following manner. When an individual receives services in any of the following initiatives, the consumer designation code for the initiative will be entered in the type of care file for the individual. Units of service for these initiatives will be recorded and accumulated in the applicable core services associated with the initiative, such as outpatient, case management, day treatment or partial hospitalization, rehabilitation or habilitation, or various residential services.

905 - Mental Health Mandatory Outpatient Treatment (MOT) Orders
910 - Discharge Assistance Program (DAP)
915 - Mental Health Child and Adolescent Services Initiative,
916 - Mental Health Services for Children and Adolescents in Juvenile Detention Centers
918 - Program of Assertive Community Treatment (PACT),
919 - Projects for Assistance in Transition from Homelessness (PATH), and
920 - Medicaid Intellectual Disability (ID) Home and Community-Based Waiver Services.
933 - Substance Abuse Medication Assisted Treatment
935 - Substance Abuse Recovery Support Services

Additional CCS consumer designation codes may be used to identify individuals involved in special projects and to gather information about those individuals and the services associated with those projects. The Department and the VACSB Data Management Committee will designate and approve additional consumer designation codes for such purposes.

Descriptions of Some Consumer Designation Codes

Consumer Designation Code 905 - Mental Health Mandatory Outpatient Treatment (MOT) Orders is used only for individuals for whom a judge or special justice has issued a mandatory outpatient treatment order pursuant to § 37.2-817.D of the Code of Virginia and for whom the CSB has developed an initial mandatory outpatient treatment plan pursuant to § 37.2-817.F and a comprehensive mandatory outpatient treatment plan pursuant to § 37.2-817.G. Individuals receiving services from the CSB as a result of any other court orders (e.g., court-ordered evaluations, forensic evaluations, or competency restoration services) shall not be assigned this consumer designation code. If an individual who is the subject of an MOT order will be receiving mental health services under that order from or through the CSB and has not been admitted to the mental health services program area (100) previously, the individual must be admitted to that program area, with two CCS TypeOfCare records submitted in the next monthly CCS extract file submission: first, one record for the admission, and second, one record for the 905 consumer designation code. The ServiceFromDate on the second record must be the date of the MOT order and must be the same or a later date than the ServiceFromDate on the TypeOfCare record for the admission to the mental health services program area. When the MOT order expires or is rescinded, the date of that expiration or rescission must be entered as the ServiceThroughDate on a TypeOfCare record to end the MOT consumer designation code.

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If an individual who is the subject of an MOT order will not be receiving mental health services under that order from or through the CSB, for example, the individual will receive services from non-contracted private providers and the CSB will only be monitoring the individual's compliance with the comprehensive MOT plan, then admission to the mental health services program area (100) is not necessary. The CSB's monitoring of compliance with the MOT plan should be recorded as consumer monitoring services (390), an ancillary service, and, if the CSB did not perform the preadmission screening or provide emergency services to the individual, the CSB still must open a case on the individual, collecting the applicable CCS 3 data elements associated with case opening. A TypeOfCare record for the initiation of the MOT must still be submitted by the CSB to start the MOT consumer designation code. When the MOT order expires or is rescinded, the date of that expiration or rescission must be entered as the ServiceThroughDate on a TypeOfCare record to end the MOT consumer designation code.

The duration of the MOT order is specified in the order, per § 37.2-817.E of the Code of Virginia. The clerk of the court must provide a copy of the order, per § 37.2-817.I, to the person who is the subject of the order and to the CSB that is required to monitor the individual's compliance with the MOT plan pursuant to § 37.2-817.1. Sections 37.2-817.3 and 37.2-817.4 contain provisions for the rescission or continuation of MOT orders.

Consumer Designation Code 910 - Discharge Assistance Program (DAP) is used for individuals receiving services supported with mental health state DAP funds. Since the state hospital discharge date and related DAP TypeOfCareFromDate may precede the TypeOfCareFromDate for admission to the mental health services program area, the individual does not have to be admitted to the mental health services program area (100) before being given a 910 consumer designation code.

Consumer Designation Code 915 - Mental Health Child and Adolescent Services Initiative is used for children and adolescents with serious emotional disturbance (SED) or related disorders who are not mandated to receive services funded through the Comprehensive Services Act. Initiative services are funded with restricted mental health state funds that are used exclusively for this purpose. Related disorders are not defined in the Appropriations Act, but the term allows sufficient flexibility to serve children with mental health or co-occurring mental health and substance use disorders who may not fit the definition of SED but may need services that can only be provided with these Initiative funds.

Consumer Designation Code 916 - Mental Health Services for Children and Adolescents in Juvenile Detention Centers is used for children and adolescents in juvenile detention centers receiving CSB services that are funded with restricted mental health state funds identified for this purpose. The use of this consumer designation code will eliminate the separate paper reporting mechanism for these services by CSBs maintained by the Department's Office of Child and Family Services. A CSB's primary role in a juvenile detention center is providing short-term services to juveniles with mental health disorders or co-occurring mental health and substance use disorders who are incarcerated in the center. As part of this role, a CSB also consults with juvenile detention center staff on the needs and treatment of these juveniles. Since the juveniles have been court ordered to the center, they are under the jurisdiction of the center for care. A CSB provides consultation and behavioral health services in support of the center's care of these juveniles. If the CSB provides consultation to the center's staff about groups of children, rather than about specific individuals, the CSB should report the service hours using the z-consumer function in the CCS.

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A CSB typically provides the following core services to most of the juveniles it serves in juvenile detention centers: emergency, consumer monitoring, assessment and evaluation, or early intervention services. Since these services are being provided in a consultative mode within the juvenile detention center and the CSB will not have an ongoing clinical relationship with most of these juveniles once they are released, CSB staff should enter information about these services in the juvenile's record at the detention center, rather than initiating an individualized services plan (ISP) or service record at the CSB. Less frequently, a CSB may provide outpatient services to juveniles whose needs and lengths of stay warrant them and case management services for juveniles who are near discharge to their home CSBs. These services are typically more intensive and of longer duration, and staff must initiate ISPs at the CSB for juveniles receiving them. Except for outpatient and case management services, the other services that can be provided are emergency or ancillary services and, therefore, require limited CCS 3 data to be collected. However, if it provides outpatient or case management services, a CSB must admit the juvenile to the mental health services program area with a Type Of Care record prior to assigning a 916 consumer designation code, according to instructions in the CCS 3 Extract Specifications. The CSB must collect a full data set consistent with the CCS 3 requirements, as well as conform to the licensing requirements for the provision of those services.

A CSB must assign a 916 consumer designation code to each juvenile served in a juvenile detention center when his or her case is opened for CCS 3 purposes, so the services that he or she receives while in the juvenile detention center and upon discharge from it can be identified with this initiative. Normally, an individual must be admitted to a program area in order to assign a consumer designation code. However, an exception exists in the CCS 3 Extract Specifications for juveniles who receive only emergency or ancillary services; the CSB can submit a TypeOfCare record to assign the 916 consumer designation code without an admission to a program area. Refer to the *Revised Guidance for CSB Services in Juvenile Detention Centers*, March 3, 2008, for further information about collecting and reporting information about these services.

Consumer Designation Code 920 - Medicaid ID Home and Community-Based (HCB) Waiver Services is used only for individuals who have been admitted to the developmental services program area (200) and are receiving any Medicaid ID HCB waiver services from a CSB, directly or through CSB contracts with other agencies or individuals where the CSB remains the provider for DMAS purposes, or from any other provider of Medicaid ID HCB waiver services. Admission to the developmental services program area (200) is a prerequisite for assigning this consumer designation code. Assigning the 920 consumer designation code to individuals who do not receive Medicaid ID HCB waiver services from the CSB should not be a problem since the CSB provides case management services, a non-waiver service, to all individuals receiving Medicaid ID HCB waiver services, even if the CSB does not provide those waiver services.

Consumer Designation Code 933 - Substance Abuse Medication Assisted Treatment is used only for individuals who have been admitted to the substance abuse services program area (300) and are receiving buprenorphine (suboxone) that is provided by the CSB or prescribed by a private physician who has a formal agreement with the CSB to provide medical oversight for medication assisted treatment to individuals for whom the CSB is providing support services, including counseling and case management. Medication assisted treatment is reported in outpatient services. Admission to the substance abuse services program area (300) is a prerequisite for assigning this consumer designation code.

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Consumer Designation Code 935 – Substance Abuse Recovery Support Services is used only for individuals receiving recovery support at a program funded specifically for this purpose by the Department. Because of the mix of services (some emergency or ancillary services) that individuals will receive, admission to the substance abuse services program area (300) is not a prerequisite for assigning this consumer designation code.

Recovery support services are designed and delivered by peers in recovery and in coordination with clinical staff. However, recovery support services are designed and provided primarily by individuals in recovery; although supportive of formal treatment, recovery support services are not intended to replace treatment services in the commonly understood clinical sense of that term. Recovery support services include:

1. **emotional support** that offers demonstrations of empathy, caring, and concern that bolster one's self-esteem and confidence and include peer mentoring, peer coaching, and peer-led support groups;
2. **informational support** that involves assistance with knowledge, information, and skills and includes peer-led life skills training, job skills training, citizenship restoration, educational assistance, and health and wellness information;
3. **instrumental support** that provides concrete assistance in helping others do things or get things done, especially stressful or unpleasant tasks, and includes connecting people to treatment services, providing transportation to get to support groups, child care, clothing closets, and filling our applications or helping people obtain entitlements; and
4. **affiliational support** that offers the opportunity to establish positive social connections with other recovering people.

CSB services associated with recovery support include emergency, motivational treatment, and assessment and evaluation services in addition to needed substance abuse services.

Core Services Category and Subcategory Matrix

Emergency and Ancillary Services

	Unit of Service	Capacity
1. **Emergency Services** (100)	Service Hour	NA
2. **Ancillary Services**		
a. Motivational Treatment Services (318)	Service Hour	NA
b. Consumer Monitoring Services (390)	Service Hour	NA
c. Assessment and Evaluation Services (720)	Service Hour	NA
d. Early Intervention Services (620)	Service Hour	NA
3. **Consumer-Run Services** (730)	NA	NA

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Core Services Category and Subcategory Matrix

Services Available at Admission to a Program Area

	MH	DV	SA	Unit of Service	Capacity
4. **Inpatient Services**					
a. Medical/Surgical Care (State Facility)	x	x	NA	Bed Day	Bed
b. Skilled Nursing Services (State Facility)	x	x	NA	Bed Day	Bed
c. ICF/ID Services (State Facility)	NA	x	NA	Bed Day	Bed
d. ICF/Geriatric Services (State Facility)	x	x	NA	Bed Day	Bed
e. Acute Psychiatric or Substance Abuse Inpatient Services (250)	x	NA	x	Bed Day	Bed
f. Community-Based Substance Abuse Medical Detoxification Inpatient Services (260)	NA	NA	x	Bed Day	Bed
g. Extended Rehabilitation Services (St. Facility)	x	NA	NA	Bed Day	Bed
5. **Outpatient Services**					
a. Outpatient Services (310)	x	x	x	Service Hour	NA
b. Intensive Outpatient (313)	NA	NA	x	Service Hour	NA
c. Medication Assisted Treatment (335)	NA	NA	x	Service Hour	NA
d. Assertive Community Treatment (350)	x	NA	NA	Service Hour	NA
6. **Case Management Services** (320)	x	x	x	Service Hour	NA
7. **Day Support Services**					
a. Day Treatment or Partial Hospitalization (410)	x	NA	x	Day Support Hour	Slot
b. Ambulatory Crisis Stabilization Services (420)	x	x	x	Day Support Hour	Slot
c. Rehabilitation (MH, SA) or Habilitation (425)	x	x	x	Day Support Hour	Slot
8. **Employment Services**					
a. Sheltered Employment (430)	x	x	x	Day of Service	Slot
b. Group Supported Employment (465)	x	x	x	Day of Service	Slot
c. Individual Supported Employment (460)	x	x	x	Service Hour	NA
9. **Residential Services**					
a. Highly Intensive Residential Services (501)	x	x	x	Bed Day	Bed
b. Residential Crisis Stabilization Services (510)	x	x	x	Bed Day	Bed
c. Intensive Residential Services (521)	x	x	x	Bed Day	Bed
d. Supervised Residential Services (551)	x	x	x	Bed Day	Bed
e. Supportive Residential Services (581)	x	x	x	Service Hour	NA
10. **Prevention Services** (610)	x	x	x	Service Hour	NA

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Core Services Taxonomy 7.3

Core Services Definitions: Units of Service

There are four kinds of service units in this core services taxonomy: service hours, bed days, day support hours, and days of service. These units are related to different kinds of core services and are used to measure and report delivery of those services. The unit of service for each core service category or subcategory is shown in the Core Services Category and Subcategory Matrix on the preceding pages. Units of service are collected and reported in the Community Consumer Submission (CCS) for all services provided by CSBs directly or through contracts with other providers.

1. ***Service Hours***

   A service hour is a continuous period measured in fractions or multiples of an hour during which an individual or a family member, authorized representative, care giver, health care provider, or significant other through in-person or electronic (audio and video or telephonic) contact on behalf of the individual receiving services or a group of individuals participates in or benefits from the receipt of services. This definition also includes significant electronic contact with the individual receiving services and activities that are reimbursable by third party payers. The following table, developed by the Department and the VACSB Data Management Committee, contains examples of activities received during service hour services directly by or on behalf of individuals or groups of individuals.

Examples of Service Hour Activities	
Individual, group, family, or marital, counseling or therapy	Phone consultation with individual
	Follow up and outreach
Psychological testing and evaluations	Social security disability evaluation
Medication visit or physician visit	Case management, individual present
Crisis intervention	Case management, individual not present
Intake, psychiatric, forensic, court, and jail evaluations	Peer self help or support
Emergency telephone contacts with individual	Individual or group training
Preadmission screening evaluations	Job development for individuals
Independent examinations	Report writing re: individual
Commitment and MOT hearings	Individual-related staff travel
Attending court with the individual	Activity or recreation therapy
Discharge planning, individual present	Education of individuals
Discharge planning, individual not present	Early intervention activities

Service hours measure the amounts of services received by or on behalf of individuals or groups of individuals. For example, if nine individuals received one hour of group therapy, one service hour of outpatient services would be reported for each individual in a service.txt record in the CCS. Service hours are reported in the CCS service file only for the following core services:

- Emergency services,
- Motivational treatment services,
- Consumer monitoring services,
- Assessment and evaluation services,
- Early intervention services,
- Outpatient services,
- Intensive outpatient services,
- Medication assisted treatment,
- Assertive community treatment,
- Case management services,
- Individual supported employment, and
- Supportive residential services.

Mental health and developmental prevention services are discussed on the next page.

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Z-Consumers: Service hours that are not received by or associated directly with individuals or groups of individuals also are collected and reported for the core services listed at the bottom of the previous page through the CCS using the z-consumer (unidentified individual receiving services) function (NC Service file). In addition, mental health and developmental prevention services are collected and reported using the z-consumer function, since individuals receiving services are not counted for prevention services. All information about Substance Abuse Prevention Services is collected and reported through the KIT Prevention System. Examples of z-consumer activities are listed below.

Examples of Z-Consumer Activities for Service Hours	
Case-specific clinical supervision	Employee, student, or peer assistance
Record charting	Staff preparation for individual, group, family, or marital counseling or therapy
Case consultation	
Treatment planning conference	Healthy pregnancies and fetal alcohol syndrome education
Phone Calls in emergency services	
Participation in FAPT	Child abuse and neglect prevention and positive parenting programs
Coordination of multidisciplinary teams	
Consultation to service providers	Neighborhood-based high risk youth programs
Application for admission to facility	Competency building programs
Preparing for workshops and training	Skill-building group training

Service hours received by groups of identifiable individuals (e.g., individuals participating in group outpatient services) must not be reported using the z-consumer function (NC service file); they must be reported in the service file as service hours received by each individual participating in the group. Similarly, service hours directly associated with individuals, such as case management without the individual present, discharge planning without the individual present, phone consultation with the individual, or report writing re: individual, must not be reported using the z-consumer function. Finally, units of service for core services measured with bed days, days of service, or day support hours must not be reported in the CCS using the z-consumer function (NC service file).

2. ***Bed Days***

A bed day involves an overnight stay by an individual in a residential or inpatient program, facility, or service. Given the unique nature of residential SA medically managed withdrawal services, CSBs may count partial bed days for this service. If an individual is in this program for up to six hours, this would equal ¼ bed day, six to 12 hours would equal ½ bed day, 12 to 18 hours would equal ¾ bed day, and 18 to 24 hours would equal one bed day.

3. ***Day Support Hours***

Many day support services provided to groups of individuals are offered in sessions of two or more consecutive hours. However, Medicaid billing units for State Plan Option and ID waiver services vary by service. Therefore, counting service units by the smallest reasonable unit, a day support hour, is desirable and useful. Medicaid service units, if different from taxonomy units of service, need to be converted to taxonomy units for Medicaid services included in the CCS. The day support hour is the unit of service for day treatment or partial hospitalization, ambulatory crisis stabilization, and rehabilitation or habilitation and measures hours received by individuals in those services.

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This unit allows the collection of more accurate information about services and will facilitate billing various payors that measure service units differently. At a minimum, day support programs that deliver services on a group basis must provide at least two consecutive hours in a session to be considered a day support program.

4. ***Days of Service***

Two employment services provided to groups of individuals are offered in sessions of three or more consecutive hours. Day of service is the unit of service for sheltered employment and group supported employment. A day of service equals five or more hours of service received by an individual. If a session lasts three or more but less than five hours, it should be counted as a half day. Since the unit of service is a day, fractional units should be aggregated to whole days in the CCS. Also, Medicaid service units, if different from taxonomy units, need to be converted to taxonomy units for Medicaid services included in the CCS.

Core Services Definitions: Static Capacities

Static capacities are reported through performance contract reports in the Community Automated Reporting System (CARS) for those services shown in the Core Services Category and Subcategory Matrix with a static capacity that are provided by CSBs directly or through contracts with other providers.

1. ***Number of Beds***

The number of beds is the total number of beds for which the facility or program is licensed and staffed or the number of beds contracted for during the performance contract period. If the CSB contracts for bed days without specifying a number of beds, convert the bed days to a static capacity by dividing the bed days by the days in the term of the CSB's contract (e.g., 365 for an annual contract, 183 for a new, half-year contract). If the CSB contracts for the placement of a specified number of individuals, convert this to the number of beds by multiplying the number of individuals by their average length of stay in the program and then dividing the result by the number of days in the term of the CSB's contract.

2. ***Number of Slots***

Number of slots means the maximum number of individuals who could be served during a day or a half-day session in most day support programs. It is the number of slots for which the program or service is staffed. For example, in psychosocial rehabilitation programs, the number of slots is not the total number of members in the whole program; it is the number of members who can be served by the program at the same time during a session. If the CSB contracts for days of service without specifying a number of slots, convert the days of service to a static capacity by dividing the days of service by the days in the term of the CSB's contract (e.g., 248 for an annual contract based on 365 days minus 105 weekend and 12 holiday days). If the CSB contracts for the placement of a specified number of individuals, convert this to days of service by multiplying the number of individuals by the average units of service they receive and then convert the resulting days of service to slots, per the preceding example. If the CSB contracts for day support hours without specifying a number of slots, convert the hours to a static capacity by dividing the day support hours by the number of hours the program is open daily and dividing the result by the number of days the program is open during the CSB's contract period.

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Core Services Taxonomy 7.3

Core Services Definitions: Individuals Receiving Services

Section 37.2-100 of the Code of Virginia defines an individual receiving services as a current direct recipient of public or private mental health, developmental, or substance abuse treatment or habilitation services. The term individual or individual receiving services will always be those individuals who have been admitted to a program area or for whom a CSB has opened a case and who have received valid services during a reporting period or the contract period. However, persons participating in prevention services are not counted as individuals receiving services.

If a CSB has opened a case for an individual or admitted an individual to a program area, but the individual has not received any valid services during the reporting period or the contract period, the CSB must not report that individual as a consumer in the CCS. Information about all individuals receiving valid services from CSBs through directly operated services or contracts with other providers must be collected and reported through the CCS.

Inpatient Core Service and State Facility Cost Centers Crosswalk

The following table crosswalks the inpatient services in the core services taxonomy (4.a through g) with the state facility cost centers and codes.

Core Service and State Facility Cost Accounting Crosswalk		
4.	**Inpatient Services** (Core Service)	
	State Facility Cost Center	**Code**
a.	**Medical/Surgical**	
	Acute Medical/Surgical (Certified)	411
b.	**Skilled Nursing**	
	Skilled Nursing - ID (Certified)	421
	Skilled Nursing - General (Certified)	423
c.	**Intermediate Care Facility/Intellectual Disability (ID)**	
	ICF/ID Certified (General)	529
d.	**Intermediate Care Facility/Geriatric**	
	ICF (Certified)	441
	Chronic Disease (Certified)	443
e.	**Acute Intensive Psychiatric**	
	Acute Admissions (Certified)	457
g.	**Extended Rehabilitation**	
	Community Preparation/Psychosocial	481
	Long Term Rehabilitation	482
	Child and Adolescent Services (General)	487
	Clinical Evaluation	488
	Forensic Medium Security	490
	Forensic Maximum Security	491
	Forensic Intermediate Security	493

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Core Services Taxonomy 7.3

Performance Contract Definitions

Administrative Expenses means the expenses incurred by the CSB for its administrative functions. Administrative expenses are incurred for common or joint activities that cannot be identified readily with a particular organizational activity or cost objective. Expenses may include overall leadership and supervision of the CSB organization (e.g., expenses for the executive director, deputy director or director of administration, and support staff), financial management, accounting, reimbursement, procurement, human resources management, information technology services, policy development, strategic planning, resource development and acquisition, quality improvement, risk management, intergovernmental relations, board member support, and media relations.

Administrative functions and expenses may be centralized or included in programs and services, depending on the CSB's organizational structure. However, in either alternative, administrative and management expenses must be identified and allocated on a basis that is auditable and satisfies generally accepted accounting principles among service costs across the three program areas and emergency and ancillary services on financial and service forms in the performance contract and reports, and administrative costs must be displayed separately on the Consolidated Budget form (page AF-1) in the performance contract and reports. CSB administrative and management expenses shall be reasonable and subject to review by the Department.

Admission means the process by which a CSB accepts a person for services in one or more program areas (all mental health, developmental, or substance abuse services). If a person is only interviewed regarding services or triaged and referred to another provider or system of care, that activity does not constitute an admission. The staff time involved in that activity should be recorded in the core service category or subcategory (e.g., emergency or outpatient services) where the activity occurred as a z-consumer, a service with no associated individual receiving services, for Community Consumer Submission (CCS) purposes. Admission is to a program area, not to a specific program or service. A clinical record is opened on all persons seen face-to-face for an assessment. Individuals who will be receiving services through a CSB-contracted program or service are admitted to a program area, based upon a face-to-face clinical assessment. In order for a person to be admitted to a program area, all of the following actions are necessary:

1. an initial contact has been made,
2. a clinical screening or initial assessment was conducted,
3. a unique identifier for the individual was assigned or retrieved from the management information system if the person has been admitted for a previous episode of care, and
4. the person is scheduled to receive services in a directly-operated or contractual service in the program area.

Admission is to a program area. An individual is not admitted to a program area for emergency services or ancillary (motivational treatment, consumer monitoring, assessment and evaluation, or early intervention) services; the CSB opens a case for that individual. The CCS requires collection of an abbreviated set of data elements, rather than a full set, for these services. However, all of the CCS data elements that were not collected then must be collected if an individual subsequently is admitted to a program area. It is possible that an individual may be admitted to more than one program area concurrently. A case is not opened for an individual participating in consumer-run services. CSBs providing consumer-run services directly or contractually must report the number of individuals participating in those services separately in the CARS management report.

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Case Management CSB means the CSB that serves the area in which the individual receiving services lives. The case management CSB is responsible for case management, liaison with the state facility when a person is admitted to it, and discharge planning. Any change in case management CSB for an individual shall be implemented in accordance with the current *Discharge Planning Protocols* to ensure a smooth transition for the individual and the CSB. Case management CSB also means the CSB to which bed day utilization is assigned, beginning on the day of admission, for an episode of care and treatment when an individual is admitted to a state facility.

Case Opening means the process by which the CSB opens a case for a person. The CSB has determined that it can serve the person who has sought or been referred to it for services. This does not constitute an admission to a program area. When the CSB opens a case for a person, he or she can access the following services without being admitted to a program area: emergency services or ancillary (motivational treatment, consumer monitoring, assessment and evaluation, and early intervention) services. The CSB collects only minimal CCS data elements at case opening. If the person needs other services, he or she is admitted to a program area. A person can be admitted directly to a program area without going through case opening; however, CCS data and other information collected at case opening must still be collected and reported.

Case Closing means the process by which the CSB closes a case for an individual who received services.

Cognitive Delay means a child is at least three but less than six years old and has a confirmed cognitive developmental delay. Documentation of a confirmed cognitive developmental delay must be from a multidisciplinary team of trained personnel, using a variety of valid assessment instruments. A confirmed delay will be noted on the test with a score that is at least 25 percent below the child's chronological age in one or more areas of cognitive development. A developmental delay is defined as a significant delay in one of the following developmental areas: cognitive ability, motor skills, social/adaptive behavior, perceptual skills, or communication skills. A multidisciplinary team of trained personnel will measure developmental delay (25 percent below the child's chronological age) by a using a variety of valid assessment instruments. The most frequently used instruments in Virginia's local school systems are the Battelle Developmental Inventory, Learning Accomplishments Profile - Diagnostic Edition (LAP-D), the Early Learning Accomplishment Profile (ELAP), and the Hawaiian Early Learning Profile (HELP). For infants and toddlers born prematurely (gestation period of less than 37 weeks), the child's actual adjusted age is used to determine his or her developmental status. Chronological age is used once the child is 18 months old.

Co-Occurring Disorders means individuals are diagnosed with more than one, and often several, of the following disorders: mental health or substance use disorders or intellectual disability. Individuals may have more than one substance use disorder and more than one mental health disorder. At an individual level, co-occurring disorders exist when at least one disorder of each type (e.g., mental health and substance use disorder or intellectual disability and mental health disorder) can be identified independently of the other and are not simply a cluster of symptoms resulting from a single disorder. The mental health and substance use disorders of some individuals may not, at a given point in time, fully meet the criteria for diagnoses in DSM IV categories. While conceptually ideal, diagnostic certainty cannot be the sole basis for system planning and program implementation.

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A service definition of co-occurring disorders includes individuals who are pre-diagnosis in that an established diagnosis in one domain (mental health disorder, intellectual disability, or substance use disorder) is matched with signs or symptoms of an evolving disorder in another domain. Similarly, the service definition also includes individuals who are post-diagnosis in that one or both of their substance use disorder and their mental health disorder may have resolved for a substantial period of time, but who present for services with a unitary disorder and acute signs or symptoms of a co-occurring condition. For example, an individual with a substance use disorder who is now suicidal may not meet the formal criteria for a DSM IV diagnosis but is clearly in need of services that address both conditions. Refer to State Board Policy 1015 (SYS) 86-22 for more information about providing services to individuals with co-occurring mental health disorders, intellectual disability, or substance use disorders.

The definition of co-occurring disorders for the Community Consumer Submission data set is individuals shall be identified as having co-occurring mental health and substance use disorders if there is (1) an Axis I or Axis II mental health diagnosis and (a) an Axis I substance use disorder diagnosis or (b) admission to the substance abuse program area (denoted in a type of care record) or (2) an Axis I substance use disorder diagnosis and (a) an Axis I or Axis II mental health diagnosis or (b) admission to the mental health program area (denoted in a type of care record).

Discharge means the process by which a CSB documents the completion of a person's episode of care in a program area. Discharge occurs at the program area level, as opposed to a specific service. When an individual has completed receiving all services in the program area to which he or she was admitted, the person has completed the current episode of care and is discharged from that program area. A person is discharged from a program area if any of the following conditions exists; the individual has:

1. been determined to need no further services in that program area,
2. completed receiving services from all CSB and CSB-contracted services in that program area,
3. received no program area services in 90 days from the date of the last face-to-face service or service-related contact or indicated that he no longer desires to receive services, or
4. relocated or died.

Persons may be discharged in less than the maximum time since the last face-to-face contact (i.e., less than 90 days) at the CSB's discretion, but the person must be discharged if no face-to-face services have been received in the maximum allowable time period for that episode of care. Once discharged, should an individual return for services in a program area, that person would be readmitted to that program area; the subsequent admission would begin a new episode of care. If the person is discharged because he or she has received no services in 90 days, the discharge date must be the date of the last face-to-face or other contact with the person, not the 90th day.

In the rare circumstance in which services are provided for an individual after he or she has been discharged (e.g., completing a discharge summary), the units of service should be collected and reported in the core service category or subcategory (e.g., outpatient or case management services) where the activity occurred using the z-consumer function (NC service file), a service with no associated individual receiving services, for CCS purposes.

Episode of Care means all of the services provided to an individual to address an identified condition or support need over a continuous period of time between an admission and a discharge. An episode of care begins with admission to a program area, and it ends with the discharge from

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that program area. An episode of care may consist of a single face-to-face encounter or multiple services provided through one or more programs. A person is not admitted to emergency services or ancillary services; those services are outside of an episode of care. If a person has received his or her last service but has not yet been discharged from a program area, and he or she returns for services in that program area within 90 days, the person is not readmitted, since he or she has not been discharged; the person is merely accepted into that program area for the needed services.

Intellectual Disability means a disability, originating before the age of 18 years, characterized concurrently by (i) significantly sub average intellectual functioning as demonstrated by performance on a standardized measure of intellectual functioning, administered in conformity with accepted professional practice, that is at least two standard deviations below the mean and (ii) significant limitations in adaptive behavior as expressed in conceptual, social, and practical adaptive skills (§ 37.2-100 of the Code of Virginia).

Mental Illness means a disorder of thought, mood, emotion, perception, or orientation that significantly impairs judgment, behavior, capacity to recognize reality, or ability to address basic life necessities and requires care and treatment for the health, safety, or recovery of the individual or for the safety of others (§ 37.2-100 of the Code of Virginia).

Serious Mental Illness means a severe and persistent mental or emotional disorders that seriously impair the functioning of adults, 18 years of age or older, in such primary aspects of daily living as personal relations, self-care skills, living arrangements, or employment. Individuals with serious mental illness who have also been diagnosed as having a substance abuse disorder or developmental disability are included in this definition. Serious mental illness is defined along three dimensions: diagnosis, level of disability, and duration of illness. All three dimensions must be met to meet the criteria for serious mental illness.

a. Diagnosis: The person must have a major mental disorder diagnosed using the *Diagnostic and Statistical Manual of Mental Disorders* (DSM). These disorders are: schizophrenia, major affective disorders, paranoia, organic or other psychotic disorders, personality disorders, or other disorders that may lead to chronic disability. A diagnosis of adjustment disorder or a V Code diagnosis cannot be used to satisfy these criteria.

b. Level of Disability: There must be evidence of severe and recurrent disability resulting from mental illness. The disability must result in functional limitations in major life activities. Individuals should meet at least two of the following criteria on a continuing or intermittent basis. The person:
   1.) Is unemployed; is employed in a sheltered setting or supportive work situation; has markedly limited or reduced employment skills; or has a poor employment history;
   2.) Requires public financial assistance to remain in the community and may be unable to procure such assistance without help;
   3.) Has difficulty establishing or maintaining a personal social support system;
   4.) Requires assistance in basic living skills such as personal hygiene, food preparation, or money management; or
   5.) Exhibits inappropriate behavior that often results in intervention by the mental health or judicial system.

c. Duration of Illness: The individual is expected to require services of an extended duration, or the individual's treatment history meets at least one of the following criteria.

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1.) The individual has undergone psychiatric treatment more intensive than outpatient care more than once in his or her lifetime (e.g., crisis response services, alternative home care, partial hospitalization, and inpatient hospitalization), or

2.) The individual has experienced an episode of continuous, supportive residential care, other than hospitalization, for a period long enough to have significantly disrupted the normal living situation.

Serious Emotional Disturbance means a serious mental health problem that can be diagnosed under the DSM-IV in children ages birth through 17 (until the 18th birthday), or the child must exhibit all of the following:

a. Problems in personality development and social functioning that have been exhibited over at least one year's time, and

b. Problems that are significantly disabling based upon the social functioning of most children that age, and

c. Problems that have become more disabling over time, and

d. Service needs that require significant intervention by more than one agency.

At Risk of Serious Emotional Disturbance means children aged birth through seven are considered at risk of developing serious emotional disturbances if they meet at least one of the following criteria.

a. The child exhibits behavior or maturity that is significantly different from most children of that age and is not primarily the result of developmental disabilities; or

b. Parents or persons responsible for the child's care have predisposing factors themselves that could result in the child developing serious emotional or behavioral problems (e.g., inadequate parenting skills, substance abuse, mental illness, or other emotional difficulties, etc.); or

c. The child has experienced physical or psychological stressors that have put him or her at risk for serious emotional or behavioral problems (e.g., living in poverty, parental neglect, physical or emotional abuse, etc.).

Please refer to Appendix A that contains detailed criteria in checklists for serious mental illness, serious emotional disturbance, and at risk of serious emotional disturbance. Those criteria are congruent with these definitions and will ensure consistent screening for and assessment of these conditions.

Program Area means the general classification of service activities for one of the following defined conditions: a mental health disorder, intellectual disability, or a substance use disorder. The three program areas in the public services system are mental health, developmental, and substance abuse services. In the taxonomy, mental health or substance use disorder or intellectual disability refers to a condition experienced by an individual; and mental health, substance abuse, or developmental refers respectively to the services that address that condition.

Service Area means the city or county or any combination of cities and counties or counties or cities that established and is served by the CSB.

Service Location means the location in which the service for which a service.txt file is submitted in the Community Consumer Submission (CCS) was provided to an individual. Service location is reported in the service file for every service in all program areas (100, 200, and 300) and for

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emergency and ancillary services (400). Service location is collected at every service encounter. Service locations are defined in CCS data element 65.

Service Subtype is a specific activity associated with a particular core service category or subcategory for which a service.txt file is submitted in the Community Consumer Submission. Service Subtypes now are defined only for emergency services and case management services. Service subtypes are defined in CCS data element 64.

Substance Abuse means the use of drugs, enumerated in the Virginia Drug Control Act (§ 54.01-3400 et seq.), without a compelling medical reason or alcohol that (i) results in psychological or physiological dependence or danger to self or others as a function of continued and compulsive use or (ii) results in mental, emotional, or physical impairment that causes socially dysfunctional or socially disordering behavior and (iii), because of such substance abuse, requires care and treatment for the health of the individual. This care and treatment may include counseling, rehabilitation, or medical or psychiatric care (§ 37.2-100 of the Code of Virginia). Substance abuse is now beginning to be defined and described as substance use disorder. There are two levels of substance use disorder: substance addiction (dependence) and substance abuse.

Substance Addiction (Dependence), as defined by ICD-9, means uncontrollable substance-seeking behavior involving compulsive use of high doses of one or more substances resulting in substantial impairment of functioning and health. Tolerance and withdrawal are characteristics associated with dependence. ICD-9 defines substance dependence as a maladaptive pattern of substance use, leading to clinically significant impairment or distress, as manifested by three (or more) of the following, occurring at any time in the same 12-month period:

1. tolerance, as defined by a need for markedly increased amounts of the substance to achieve intoxification or desired effect or markedly diminished effect with continued use of the same amount of the substance;
2. withdrawal, as manifested by the characteristic withdrawal syndrome for the substance or the same (or a closely related) substance is taken to relieve or avoid withdrawal symptoms;
3. the substance is often taken in larger amounts or over a longer period than was intended;
4. there is a persistent desire or unsuccessful efforts to cut down or control substance use;
5. a great deal of time is spent on activities necessary to obtain the substance, use the substance, or recover from its effects;
6. important social, occupational, or recreational activities are given up or reduced because of substance use; and
7. the substance use is continued despite knowledge of having a persistent or recurrent physical or psychological problem that is likely to have been caused or exacerbated by the substance.

Substance Abuse, as defined by ICD-9, means a maladaptive pattern of substance use manifested by recurrent and significant adverse consequences related to the repeated use of substances. It leads to clinically significant impairment or distress, as manifested by one (or more) of the following occurring within a 12-month period:

1. recurrent substance use resulting in a failure to fulfill major role obligations at work, school, or home (e.g., repeated absences or poor work performance related to substance use; substance-related absences, suspensions, or expulsions from school; neglect of children or household);

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2. recurrent substance use in situations in which it is physically hazardous (e.g., driving an automobile or operating a machine when impaired by substance use);
3. recurrent substance-related legal problems (e.g., arrests for substance-related disorderly conduct); and
4. continued substance use despite having persistent or recurrent social or interpersonal problems caused or exacerbated by the effects of the substance (e.g., arguments with spouse about consequences of intoxification, physical fights).

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Appendix A: Diagnostic Criteria Checklists

Serious Mental Illness Criteria Checklist		
Yes	**No**	**Criteria**
		1. Age: The individual is 18 years of age or older.
		2. DIAGNOSIS: The individual has a major mental disorder diagnosed using the DSM IV. **At least one of the following diagnoses must be present.** Adjustment disorder or V Code diagnoses do not meet this criterion.
		Schizophrenia, all types
		Major Affective Disorder
		Paranoid Disorder
		Organic Disorder
		Other Psychotic Disorder
		Personality Disorder
		Other mental health disorder that may lead to chronic disability
		3. Level Of Disability: There must be evidence of severe and recurrent disability resulting from mental illness. The disability must result in functional limitations in major life activities. **The individual must meet at least two of these criteria on a continuing or intermittent basis.** The individual:
		Is unemployed; employed in a sheltered setting or a supportive work situation; has markedly limited or reduced employment skills; or has a poor employment history.
		Requires public financial assistance to remain in the community and may be unable to procure such assistance without help.
		Has difficulty establishing or maintaining a personal social support system.
		Requires assistance in basic living skills such as personal hygiene, food preparation, or money management.
		Exhibits inappropriate behavior that often results in intervention by the mental health or judicial system.
		4. Duration Of Illness: The individual's treatment history must meet at least one of these criteria. The individual:
		Is expected to require services of an extended duration.
		Has undergone psychiatric treatment more intensive than outpatient care more than once in his or her lifetime (e.g., crisis response services, alternative home care, partial hospitalization, and inpatient hospitalization).
		Has experienced an episode of continuous, supportive residential care, other than hospitalization, for a period long enough to have significantly disrupted the normal living situation.
		If Yes is checked for criterion 1, and for at least one response in criterion 2, and for at least two responses in criterion 3, and for at least one response in criterion 4, then check Yes here to indicate that the individual has serious mental illness.
NOTE: Any diagnosis checked in 2 above must be documented in the individual's clinical record and in the CSB's information system, and the individual's clinical record also must contain documentation that he or she meets any criteria checked in 3 and 4 above.		

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Appendix A: Diagnostic Criteria Checklists

Serious Emotional Disturbance Criteria Checklist		
Yes	**No**	**Criteria**
		1. Age: The individual is a child, age birth through 17 (until the 18th birthday).
		2. Diagnosis: The child has a serious mental health problem that can be diagnosed under the DSM IV. Specify the diagnosis: _____
		3. Problems And Needs: The child must exhibit all of the following:
		Problems in personality development and social functioning that have been exhibited over at least one year's time, and
		Problems that are significantly disabling based upon the social functioning of most children that child's age, and
		Problems that have become more disabling over time, and
		Service needs that require significant intervention by more than one agency.
		If Yes is checked for criterion 1 and for criterion 2 **OR** for all four responses in criterion 3, then check Yes here to indicate that the child has serious emotional disturbance.
NOTE: Any diagnosis in criterion 2 above must be documented in the child's clinical record and in the CSB's information system, and the child's clinical record also must contain documentation of any of the problems or needs checked in criterion 3 above.		

At Risk Of Serious Emotional Disturbance Criteria Checklist		
Yes	**No**	**Criteria**
		1. Age: The person is a child, age birth through 7.
		2. Problems: The child must meet at least one of the following criteria.
		The child exhibits behavior or maturity that is significantly different from most children of that age and which is not primarily the result of developmental disabilities; or
		Parents or persons responsible for the child's care have predisposing factors themselves that could result in the child developing serious emotional or behavioral problems (e.g., inadequate parenting skills, substance use disorder, mental illness, or other emotional difficulties, etc.); or
		The child has experienced physical or psychological stressors that have put him or her at risk for serious emotional or behavioral problems (e.g., living in poverty, parental neglect, or physical or emotional abuse, etc,).
		If Yes is checked for criterion 1 and for any problem in criterion 2, then check Yes here to indicate that the child is at risk of serious emotional disturbance.
NOTES: These criteria should be used only if the child does not have serious emotional disturbance. The child's clinical record must contain documentation of any of the problems checked in criterion 2 above.		

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Core Services Taxonomy 7.3

Appendix B: Core Services Taxonomy and Medicaid Intellectual Disability Home and Community-Based Waiver (ID Waiver) Services Crosswalk

Core Services Taxonomy Service	ID Home and Community-Based Waiver Service
Emergency Services	Crisis Stabilization/Crisis Supervision Personal Emergency Response System [1]
Inpatient Services	None
Outpatient Services	Skilled Nursing Services [2] Therapeutic Consultation [3]
Case Management Services	None. Case Management is not a Waiver service.
Day Support: Habilitation	Day Support (Center-Based and Non-Center-Based) and Prevocational
Sheltered Employment	None
Group Supported Employment	Supported Employment - Group Model
Individual Supported Employment	Supported Employment - Individual Placement
Highly Intensive Residential Services	None, this is ICF/ID services in the taxonomy.
Intensive Residential Services	Congregate Residential Support Services [5]
Supervised Residential Services	Congregate Residential Support Services [5]
Supportive Residential Services	Supported Living/In-Home Residential Supports Agency and Consumer-Directed Respite Services, Personal Assistance Services [4], and Companion Services
Early Intervention, Ancillary Services	None

This crosswalk is included for information purposes. When there is an inconsistency between Medicaid service units and taxonomy units of service, taxonomy units of service will be used for uniform cost report and CCS purposes. Medicaid service definitions can be accessed at https://www.virginiamedicaid.dmas.virginia.gov/wps/portal/ProviderManuals

[1] **Personal Emergency Response System** will be counted in the taxonomy and performance contract in terms of numbers of individuals served and expenses; there are no core services taxonomy units of service for this Medicaid service.

[2] **Skilled Nursing Services** are available to individuals with serious medical conditions and complex health care needs that require specific skilled nursing services that are long term and maintenance in nature ordered by a physician and which cannot be accessed under the Medicaid State Plan. Services are provided in the individual's home or a community setting on a regularly scheduled or intermittent need basis. The Medicaid service unit is one hour.

[3] **Therapeutic Consultation** provides expertise, training, and technical assistance in a specialty area (psychology, behavioral consultation, therapeutic recreation, rehabilitation engineering, speech therapy, occupational therapy, or physical therapy) to assist family members, care givers, and other service providers in supporting the individual receiving services. ID Waiver therapeutic consultation services may not include direct therapy provided to Waiver recipients or duplicate the activities of other services available to the person through the State Plan for Medical Assistance. This service may not be billed solely for monitoring purposes. The Medicaid service unit is one hour. Therapeutic consultation is included under outpatient services in the crosswalk, instead of

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case management services, to preserve the unique nature of case management services and because it seemed to fit most easily in outpatient services. This also is the preference expressed by the VACSB Developmental Services Council.

[4] **Personal Assistance Services** are available to ID Waiver recipients who do not receive congregate residential support services or live in an assisted living facility and for whom training and skills development are not primary objectives or are received in another service or program. Personal assistance means direct assistance with personal care, activities of daily living, medication or other medical needs, and monitoring physical condition. It may be provided in residential or non-residential settings to enable an individual to maintain health status and functional skills necessary to live in the community or participate in community activities. Personal assistance services may not be provided during the same hours as Waiver supported employment or day support, although limited exceptions may be requested for individuals with severe physical disabilities who participate in supported employment. The Medicaid service unit is one hour. Personal Assistance Services and Companion Services are included under supportive residential services because they are more residentially based than day support based. The credentials for both include Department residential services licenses. This is the preference expressed by the VACSB Developmental Services Council. The Medicaid service unit and taxonomy unit are the same, a service hour.

[5] **Congregate Residential Support Services** have a Medicaid service unit measured in hours; this is inconsistent with the taxonomy bed day unit of service for intensive and supervised residential services. Therefore, congregate residential support services will be counted in the taxonomy and performance contract reports in terms of numbers of individuals served and expenses; there are no taxonomy units of service for these Medicaid services.

Environmental Modifications are available to individuals who are receiving at least one other ID Waiver service along with Medicaid targeted case management services. Modifications are provided as needed only for situations of direct medical or remedial benefit to the individual. These are provided primarily in an individual's home or other community residence. Modifications may not be used to bring a substandard dwelling up to minimum habitation standards. Environmental modifications include physical adaptations to a house or place of residence necessary to ensure an individual's health or safety or to enable the individual to live in a non-institutional setting, environmental modifications to a work site that exceed reasonable accommodation requirements of the Americans with Disabilities Act, and modifications to the primary vehicle being used by the individual. The Medicaid service unit is hourly for rehabilitation engineering, individually contracted for building contractors, and may include supplies. Environmental Modifications are included in the core service in which they are implemented (e.g., various residential services or case management services).

Assistive Technology is available to individuals who are receiving at least one other ID Waiver service along with Medicaid targeted case management services. It includes specialized medical equipment, supplies, devices, controls, and appliances not available under the State Plan for Medical Assistance that enable individuals to increase their abilities to perform activities of daily living or to perceive, control or communicate with the environment in which they live or that are necessary to their proper functioning. It may be provided in a residential or non-residential setting. The Medicaid service unit is hourly for rehabilitation engineering or the total cost of the item or the supplies. Assistive technology is included in the core service in which it is implemented (e.g., various residential services or case management services).

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Core Services Taxonomy 7.3

Appendix C: Retired Core Services Service Codes

The following core services service codes have been retired from use. The codes are listed in this appendix so that when core service categories or subcategories are added to the taxonomy in the future, none of these retired codes will be assigned to those new services.

Retired Core Services Service Codes		
Core Service Category	**Former Core Services Subcategory**	**Service Code**
Outpatient Services	Medical Services	311
Outpatient Services	Intensive In-Home Services	315
Outpatient Services	Opioid Detoxification Services	330
Outpatient Services	Opioid Treatment Services	340
Day Support	Therapeutic Day Treatment for Children and Adolescents	415
Day Support	Alternative Day Support Arrangements	475
Residential Services	Jail-Based Habilitation Services	531
Residential Services	Family Support Services	587
Limited Services	Substance Abuse Social Detoxification Services	710

Appendix D: Reserved for Future Use

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Core Services Taxonomy 7.3

Appendix E: Regional Program Operating Principles

A regional program is funded by the Department through the community services board or behavioral health authority, hereafter referred to as the CSB, and operated explicitly to provide services to individuals who receive services from the CSBs participating in the program. A regional program may be managed by the participating CSBs or by one CSB, have single or multiple service sites, and provide one or more types of service. A regional program also may include self-contained, single purpose programs (e.g., providing one type of core service, usually residential) operated by one CSB for the benefit of other CSBs or programs contracted by one CSB that serve individuals from other CSBs.

A regional program can be a highly effective way to allocate and manage resources, coordinate the delivery and manage the utilization of high cost or low incidence services, and promote the development of services where economies of scale and effort could assist in the diversion of individuals from admission to state facilities. Each individual receiving services provided through a regional program must be identified as being served by a particular CSB. That CSB will be responsible for contracting for and reporting on the individuals that it serves and the services that it provides; and each individual will access services through and have his or her individualized services plan managed by that particular CSB. CSBs are the single points of entry into publicly funded mental health, developmental, and substance abuse services, the local points of accountability for coordination of those services, and the only entities identified in the Code of Virginia that the Department can fund for the delivery of community mental health, developmental, or substance abuse services.

The regional program operating principles provide guidance for CSBs to implement and manage identified regional programs and to account for services provided by the programs. The principles also provide guidance for the Department to monitor regional programs on a more consistent basis. Adherence to these principles will ensure that performance contracts and reports, including the Community Automated Reporting System (CARS) and the Community Consumer Submission (CCS) reports, contain complete and accurate information about individuals receiving services, services, funding, and expenses.

Regional Program Operating Principles

1. **Individual CSB Reporting:** The CCS, a secure and HIPAA-compliant individual data reporting system, is the basis for all statewide individual and service data. Therefore, every individual served in any manner must be included in some CSB's information system, so that necessary individual and service information can be extracted by CSBs and provided to the Department using the CCS. If a CSB does not collect information about all of the individuals it serves and services, including those served by regional programs, in its information system, it will not be able to report complete information about its operations to the Department.

    a. Unless subsection b. is applicable, each CSB participating in a regional program shall admit individuals that it serves through the regional program to the applicable program area(s) and maintain CCS data about them in its information system. For performance contract and report purposes (CARS and CCS), each participating CSB shall maintain and report funding, expense, cost, individual, and service information associated with the regional program for each individual that it serves through the regional program.

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b. If one CSB operates a regional program on behalf of other CSBs in a region, it shall admit all individuals for services provided by the regional program, maintain CCS data about these individuals in its information system, and maintain and report funding, expense, cost, individual, and service information associated with those individuals, or, if the participating CSBs elect, each referring CSB may report on the individuals it serves.

2. **Regional Program Funding:** Depending on the design of a regional program, the Department may disburse state or federal funds for a regional program to each participating CSB or to one CSB that operates a regional program or agrees to serve as the fiscal agent for a regional program. Sections 37.2 -504 and 37.2-508 of the Code of Virginia establish the community services performance contract as the mechanism through which the Department provides state and federal funds to CSBs for community services and through which CSBs report on the use of those and other funds. All regional programs shall be included in the performance contract and reflected in CARS and CCS reports.

   a. If the Department disburses regional program funds to each participating CSB, each participating CSB shall follow existing performance contract and report requirements and procedures for that portion of the regional program funded by that CSB.

   b. If the Department disburses regional program funds to a CSB that operates a regional program on behalf of the other CSBs in a region, the operating CSB shall follow existing performance contract and report requirements and procedures, as if the regional program were its own program.

   c. If the Department disburses regional program funds to a CSB that has agreed to serve as the fiscal agent (fiscal agent CSB) for the regional program, disbursements will be based on, accomplished through, and documented by appropriate procedures, developed and implemented by the region.

   d. When funds are disbursed to a fiscal agent CSB, each participating CSB shall identify, track, and report regional program funds that it receives and spends as funds for that regional program. Each participating CSB, including the fiscal agent CSB, shall reflect in its CARS reports and CCS 3 extracts only its share of the regional program, in terms of individuals served, services provided, funds received, expenses made, and costs of the services. Any monitoring and reporting of and accountability for the fiscal agent CSB's handling of state or federal funds for a regional program shall be accomplished through the performance contract and reports. Alternately, if the participating CSBs elect, each CSB may perform these functions for its share of the regional program.

   e. When funds are disbursed to a fiscal agent CSB that pays a contract agency to deliver regional program services, the fiscal agent CSB and participating CSBs may elect to establish an arrangement in which the fiscal agent CSB reports all of the funds and expenditures in the fiscal pages of Exhibit A while the participating CSBs and the fiscal agent CSB report information about individuals served, units of services, and expenses for those units only for the individuals it serves on the program pages of Exhibit A, with a note on the Comments page of Exhibit A explaining the differences between the fiscal and program pages. Alternately, if the participating CSBs elect, the fiscal agent CSB may admit the individuals served by other participating CSBs and, for purposes of this regional program, treat those individuals as its own for documentation and reporting purposes.

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3. **Financial Reporting:** All funds, expenses, and costs for a regional program shall be reported to the Department only once; they may be reported by individual CSBs, the CSB that serves as the fiscal agent, or both, depending on how the regional program is designed and operates. For example, the fiscal agent CSB might report the revenues and expenses for a regional program provided by a contract agency, and a CSB that refers individuals it serves to that regional program may report the service and cost information related to those individuals.

4. **Consumer Reporting:** Each individual who receives services through a regional program shall be reported to the Department only once for a particular service. However, an individual who receives services from more than one CSB should be reported by each CSB that provides a service to that individual. For example, if an individual receives outpatient mental health services from one CSB and residential crisis stabilization services from a second CSB operating that program on behalf of a region, the individual would be admitted to each CSB and each CSB would report information about the individual and the service it provided to the individual.

5. **Service Reporting:** Each service provided by a regional program shall be reported only once, either by the CSB providing or contracting for the service or the CSB that referred individuals it served to the regional program operated or contracted by another CSB or by the region.

6. **Contracted Regional Programs:** When the case management CSB refers an individual to a regional program that is operated by a contract agency and paid for by the regional program's fiscal agent CSB, the case management CSB shall report the service and cost information, but not the funding and expense information, even though it did not provide or pay for it, since there would be no other way for information about it to be extracted through the CCS. Alternately, if the participating CSBs elect, the fiscal agent CSB could admit the individual for this service and report information about the individual receiving services, services, costs, funds, and expenses itself; in this situation, the case management CSB would report nothing about this service.

7. **Transfers of Resources Among CSBs:** CSBs should be able to transfer state, local, and federal funds to each other to pay for services that they purchase from each other.

8. **Use of Existing Reporting Systems:** Existing reporting systems (the CCS and CARS) shall be used wherever possible, rather than developing new reporting systems, to avoid unnecessary or duplicative data collection and entry. Any new service or program shall be implemented as simply as possible regarding reporting requirements.

9. **Regional Administrative and Management Expenses:** CSBs and the Department have provider and local or state authority roles that involve non-direct services tasks such as utilization management and regional authorization committees. These roles incur additional administrative and management expenses for the programs. CSBs shall report these expenses as part of their costs of delivering regional services. The Department shall factor in and accept reasonable administrative and management expenses as allowable costs in regional programs.

10. **Local Supplements:** If a CSB participating in a regional program supplements the allocation of state or federal funds received by the CSB operating that program through transferring resources to the operating CSB, the participating CSB shall show the transfer as an expense on financial forms but not as a cost on service forms in its performance contract and reports. Then, the participating CSB will avoid displaying an unrealistically low service cost in its reports for the

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regional program and double counting individuals served by and service units delivered in the regional program, since the operating CSB already reports this information.

11. **Balances:** Unexpended balances of current or previous fiscal year regional program funds should not be retained by the participating CSBs to which the regional fiscal agent CSB or the Department disbursed the funds, unless this is approved by the region for purposes that are consistent with the legislative intent of the Appropriation Act item that provided the funds. Otherwise, the balances should be available for redistribution during the fiscal year among participating CSBs to ensure maximum utilization of these funds. Each region should establish procedures for monitoring expenditures of regional program funds and redistributing those unexpended balances to ensure that uses of those funds are consistent with the legislative intent of the Appropriation Act item that provided the funds.

12. **Issue Resolution:** Regional program funding issues, such as the amount, sources, or adequacy of funding for the program, the distribution of state allocations for the regional program among participating CSBs, and financial participation of each CSB whose individuals receive services from the regional program, should be resolved at the regional level among CSBs participating in the program, with the Department providing information or assistance upon request.

13. **Local Participation:** Whenever possible, regional funding and reporting approaches should encourage or provide incentives for the contribution of local dollars to regional activities.

Four Regional Program Models

The following models have been developed for CSBs and the Department to use in designing, implementing, operating, monitoring, and evaluating regional programs. These models are paradigms that could be altered by mutual agreement among the CSBs and the Department as regional circumstances warrant. However, to the greatest extent possible, CSBs and the Department should adhere to these models to support and reinforce more consistent approaches to the operation, management, monitoring, and evaluation of regional programs. CSBs should review these models and, in consultation with the Department, implement the applicable provisions of the model or models best suited to their particular circumstances, so that the operations of any regional program will be congruent with one of these models.

1. Operating CSB-Funded Regional Program Model

1. The CSB that operates a regional program receives state and sometimes other funds from the Department for the program. The operating CSB provides the services, projects the total funding and cost for the regional program in its performance contract and contract revision(s), and reports total actual individuals served and units of service(s) delivered in its Community Consumer Submission 3 (CCS 3) extracts and reports funding, expenses, costs, and static capacities in its CARS. Other CSBs, which refer individuals to the regional program for services, project and report nothing for the regional program in their contracts, CARS reports, or CCS 3 extracts.
2. The operating CSB admits individuals receiving services from the regional program to the applicable program area (all MH, DV, or SA services) and develops individualized services plans (ISPs) for them for service(s) provided by the regional program. When individuals complete receiving all services from the regional program, they are discharged from the

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applicable program area by the operating CSB, unless they are receiving other services in that program area from that operating CSB. If individuals also are receiving services from the operating CSB in another program area, the CSB admits them to that program area. The operating CSB provides appropriate information about the services provided and other clinical information to the CSB that referred the individual to the regional program for clinical record keeping purposes at the referring CSB.

3. The operating CSB ensures that the appropriate information about individuals and services in the regional program is entered into its information system, so that the information can be extracted by the CCS 3 and reported in the CCS 3 and applicable CARS reports. Thus, for performance contract and reporting purposes, individuals receiving services from a regional program operated by that CSB are reported by that operating CSB.
4. Each of the other CSBs with individuals receiving services from this regional program admits those individuals to the applicable program area and provides a service, such as case management, consumer monitoring, or another appropriate service, but not in service(s) provided by the regional program. Thus, individuals receiving services from a regional program will appear in the CCS 3 extracts for two CSBs, but not for the same services.
5. If the other CSBs with individuals receiving services from this regional program provide additional funds to the operating CSB to supplement the funds that the operating CSB receives from the Department for the regional program, these other CSBs show the revenues and expenses for this supplement on the financial forms in their performance contracts, contract revisions, and reports. However, these other CSBs do not show any services provided, individuals served, or costs for the regional program's services on the service forms in their contracts, revisions, or reports. These other CSBs include an explanation on the Financial Comments page of the difference between the expenses on the financial forms and the costs on the service forms. The operating CSB shows the services provided, individuals served, and total costs (including costs supported by supplements from the other CSBs) for the regional program's services on its service forms, but it does not show any revenues or expenses associated with the supplements on the financial pages in its contract, contract revision(s), and reports. The operating CSB includes an explanation of the difference between the expenses on the financial forms and the costs on the service forms on the Financial Comments page.
6. All of the CSBs, to the extent practicable, determine individual CSB allocations of the state and sometimes other funds received from the Department, based on service utilization or an agreed-upon formula.
7. Regional programs should receive the same state funding increases as regular CSB grant-funded activities, such as the salary increases for community services provided from time to time by the General Assembly in the Appropriation Act.

This model also could be adapted by a region to handle its LIPOS services, if one CSB receives all of the LIPOS funds, admits all of the individuals receiving LIPOS services, and pays all of the LIPOS providers. Participating CSBs should negotiate this adaptation with the Department.

2. All Participating CSBs-Funded Regional Program Model

1. Each CSB that participates in a regional program that is operated by one of those CSBs receives state and sometimes other funds from the Department for that program. Each participating CSB may supplement this amount with other funds available to it if the funds received from the Department are not sufficient to cover the regional program's expenses. Each participating CSB

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uses those funds to purchase services from the regional program for the individuals it serves, projects the funding and cost for the regional program in its performance contract) and reports actual individuals served and units of service(s) delivered in its Community Consumer Submission 3 (CCS 3) extracts and reports funding, expenses, costs, and static capacities in its performance contract reports (CARS) only for the individuals it serves.

2. The regional program operated by one of the participating CSBs functions like a contract agency provider. All of the individual, service, static capacity, funding, expense, and cost information for the whole program is maintained separately and is not included in the contract, contract revision(s), reports (CARS), and CCS 3 extracts of the CSB operating the program. The participating CSBs, including the CSB operating the program, include only the parts of this information that apply to the individuals it serves in their contracts, contract revisions, reports, and extracts. The regional program is licensed by the Department, when applicable, and develops and maintains individualized services plans (ISPs) for individuals that it serves.
3. Each participating CSB admits individuals receiving services from the regional program to the applicable program area (all MH, DV, or SA services) for the services provided by the regional program. The services provided by the regional program are listed in the ISPs maintained by the participating CSBs for these individuals. When individuals complete receiving all services from the regional program, they are discharged from the applicable program area by the participating CSB, unless they continue to receive other services in that program area from that participating CSB. The regional program provides appropriate information about the services provided and other clinical information to the CSB that referred the individual to the program, as any contract agency would provide such information to the contracting CSB.
4. Each participating CSB, including the CSB operating the regional program, ensures that the appropriate information about the individuals it serves and their services is entered into its information system, so that the information can be extracted by the CCS 3 and reported in the CCS 3 submissions and applicable CARS reports for that participating CSB.
5. Regional programs should receive the same state funding increases as regular CSB grant-funded activities, such as the salary increases for community services provided from time to time by the General Assembly in the Appropriation Act.

3. Fiscal Agent CSB-Funded Regional Program Model

1. One CSB receives state and sometimes other funds from the Department and acts as the fiscal agent for a regional program. The Department disburses the regional allocation to the fiscal agent CSB on behalf of all CSBs participating in the regional program.
2. The fiscal agent CSB, in collaboration with the other participating CSBs, develops agreed-upon procedures that describe how the CSBs implement the regional program and jointly manage the use of these funds on a regional basis. The procedures also establish and describe how unused funds can be reallocated among the participating CSBs to ensure the greatest possible utilization of the funds. These procedures should be documented in a regional memorandum of agreement (MOA) that is available for review by the Department.
3. The fiscal agent CSB receives the semi-monthly payments of funds from the Department for the regional program. The fiscal agent CSB disburses the regional program funds to individual CSBs, including itself when applicable, in accordance with the procedures in paragraph 2. The fiscal agent CSB displays such disbursements on a Transfer In/Out line of the applicable resources page in its final performance contract revision and its reports. The other CSBs

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receiving the transferred funds show the receipt of these funds on the same line. CSBs provide more detailed information about these transfers on the Financial Comments pages of contract revisions and reports.

4. Each CSB implementing a regional program accounts for and reports the funds and expenses associated with the program in its final performance contract revision and CARS reports. The fiscal agent CSB displays the total amount of the allocation as funding and all Transfers Out in its CARS reports, but it only displays in its reports the expenses for any regional program that it implements.
5. As an alternative to paragraphs 1 through 4 for some kinds of programs, such as the Discharge Assistance Program, and with the concurrence of the Department, instead of one CSB acting as a fiscal agent, all CSBs participating in that program establish a regional mechanism for managing the use of the regional program funds. The CSBs decide through this regional management mechanism how the total amount of funds for the program should be allocated among them on some logical basis (e.g., approved regional discharge assistance program ISPs). The region informs the Department of the allocations, and the Department adjusts the allocation of each participating CSB and disburses these allocations directly to the participating CSBs. Those CSBs agree to monitor and adjust allocations among themselves during the fiscal year through this regional management mechanism to ensure the complete utilization of these regional program funds, in accordance with the MOA in paragraph 2.
6. Each CSB implementing a regional program ensures that appropriate information about the individuals it serves and their services is entered into its information system, so that the CCS 3 can extract the information and report it in the CCS 3 submissions and applicable CARS reports.
7. Regional programs should receive the same state funding increases as regular CSB grant-funded activities, such as the salary increases for community services provided from time to time by the General Assembly in the Appropriation Act.

A variation of this model, the Fiscal Agent CSB-Funded Regional Local Inpatient POS Program Model, can be used to implement and manage regional local acute psychiatric inpatient bed purchases.

3.a. Fiscal Agent CSB-Funded Regional Local Inpatient POS Program Model

1. One CSB agrees to act as the fiscal agent for the regional Local Inpatient Purchase of Services (LIPOS) program. The Department disburses the regional LIPOS allocation to the fiscal agent CSB on behalf of all of the CSBs participating in the regional LIPOS program.
2. The fiscal agent CSB, in collaboration with all of the participating CSBs and with consultation from the Department, develops procedures that describe how the CSBs will implement the regional LIPOS program and jointly manage the use of these funds on a regional basis. The procedures include regional utilization management mechanisms, such as regional authorization committees (RACs) and regional procurements of beds through contracts with private providers. Such contracts may reserve blocks of beds for use by the region or purchase beds or bed days on an as available basis. The procedures also establish and describe how unused funds can be reallocated among the participating CSBs to ensure the greatest possible utilization of the funds. These procedures should be documented in a regional memorandum of agreement (MOA) that is available for review by the Department.

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3. The fiscal agent CSB receives the semi-monthly payments of funds from the Department for the regional LIPOS program. The fiscal agent CSB disburses regional LIPOS funds to individual CSBs or uses such funds itself to pay for the costs of local inpatient hospitalizations that have been approved by a regional review and authorization body established by and described in the MOA in paragraph 2. The fiscal agent CSB displays such disbursements on a Transfer In/Out line of the mental health resources page in its final performance contract revision and reports, and the CSB receiving the transferred funds shows the receipt of these funds on the same line. CSBs provide more detailed information about these transfers on the Financial Comments page of contract revisions and reports.
4. The CSB that purchases local inpatient services accounts for and reports the funds and expenses associated with its LIPOS in its final performance contract revision and CARS reports. The fiscal agent CSB displays the total amount of the allocation as funds and all Transfers Out in its CARS reports, but it displays in its reports only the expenses for its own LIPOS.
5. The CSB that purchases the local inpatient services ensures that appropriate information about individuals, services, and costs is entered into its management information system, so that the CCS 3 can extract the information and report it in the CCS 3 submissions and applicable CARS reports.
6. Regional programs should receive the same state funding increases as regular CSB grant-funded activities, such as the salary increases for community services provided from time to time by the General Assembly in the Appropriation Act.

4. Fiscal Agent CSB-Funded Contract Agency Regional Program Model

1. One CSB receives state and sometimes other funds from the Department and acts as the fiscal agent for a regional program that is contracted by this fiscal agent CSB to a public or private agency. The Department disburses the regional allocation to the fiscal agent CSB on behalf of all CSB participating in the contracted regional program.

2. The fiscal agent CSB contracts with and provides set monthly payments to a regional program provided by a public or private contract agency on behalf of all of the CSB participating in this regional program. The contract may purchase a pre-set amount of specified services from the contract agency and pay the agency a predetermined cost, whether or not the participating CSBs use the services.

3. Each participating CSB referring one of the individuals it serves to this contracted regional program admits the individual, enrolls him in the regional program service, and refers him to the contract agency. The contract agency provides information to the referring (case management) CSB, and that CSB maintains information about the individual and the service units in its information system, where the CCS 3 can extract the information.

4. The fiscal agent CSB provides program cost information to each referring CSB, based on its use of the regional program, and the referring CSB enters this information in the cost column of the program services form (pages AP-1 through AP-4) but does not enter any funding or expenditure information in its performance contract report (CARS). The fiscal agent CSB enters the funding and expenditure information associated with the regional program on the financial forms in its performance contract report, but it enters cost information on the program services form only for the individuals that it referred to the regional program. Each CSB will explain the differences

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between the financial and program service forms in its performance contract report on the Financial Comments page. The Department will reconcile the differences among the participating CSBs' reports using these comments. Because of the difficulty in calculating the program cost information for each participating CSB, program cost information would only need to be included in end of the fiscal year performance contract (CARS) reports.

5. All of the participating CSBs, to the extent practicable, determine individual CSB allocations of the state and sometimes other funds received from the Department, based on service utilization or an agreed-upon formula.

6. Regional programs should receive the same state funding increases as regular CSB grant-funded activities, such as the salary increases for community services provided from time to time by the General Assembly in the Appropriation Act.

This model also could be adapted by a region to handle its LIPOS services, if one CSB acts as the fiscal agent and pays all of the LIPOS providers. This adaptation should be negotiated with the Department by the participating CSBs.

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Appendix F: Regional Program Procedures

A regional program is funded by the Department through the community services board or behavioral health authority, hereafter referred to as the CSB, and operated explicitly to provide services to individuals who receive services from the CSBs participating in the program.

1. Purpose

The CSB may collaborate and act in concert with other CSBs or with other CSBs and state hospitals or training centers, hereafter referred to as state facilities, to operate regional programs, provide or purchase services on a regional basis, conduct regional utilization management, or engage in regional quality improvement efforts. Regional programs include regional discharge assistance programs (RDAP), local inpatient purchases of services (LIPOS), and other programs such as residential or ambulatory crisis stabilization programs. These procedures apply to all regional programs. While this appendix replaces earlier regional memoranda of agreement (MOAs), CSBs, state facilities, private providers participating in the regional partnership, and other parties may still need to develop MOAs to implement specific policies or procedures to operate regional or sub-regional programs or activities. Also, an MOA must be developed if a regional program intends to established a peer review committee (e.g., a regional utilization review and consultation team) whose records and reviews would be privileged under § 8.01-581.16 of the Code of Virginia. When the CSB receives state or federal funds from the Department for identified regional programs or activities, it shall adhere to the applicable parts of these procedures, which are subject to all applicable provisions of the community services performance contract. In the event of a conflict between any regional program procedures and any provisions of the contract, provisions of the contract shall apply.

2. Regional Management Group (RMG)

a. The participating CSBs and state facilities shall establish an RMG. The executive director of each participating CSB and the director of each participating state facility shall each serve on or appoint one member of the RMG. The RMC shall manage the regional program and coordinate the use of funding provided for the regional program, review the provision of services offered through the regional program, coordinate and monitor the effective utilization of the services and resources provided through the regional program, and perform other duties that the members mutually agree to carry out. An RMG may deal with more than one regional program.

b. Although not members of the RMG, designated staff in the Central Office of the Department shall have access to all documents maintained or used by this group, pursuant to applicable provisions of the performance contract, and may attend and participate in all meetings or other activities of this group.

c. In order to carry out its duties, the RMG may authorize the employment of one or more regional managers to be paid from funds provided for a regional program and to be employed by a participating CSB. The RMG shall specify the job duties and responsibilities for and supervise the regional manager or managers.

3. Regional Utilization Review and Consultation Team (RURCT)

a. The RMG shall establish a RURCT pursuant to § 8.01-581.16 of the Code of Virginia to, where applicable:

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1.) review the implementation of the individualized services plans (ISPs) or individualized Discharge Assistance Program plans (IDAPPs) developed through the regional program to ensure that the services are the most appropriate, effective, and efficient services that meet the clinical needs of the individual receiving services and report the results of these reviews to the RMG;

2.) review individuals who have been on the state facility extraordinary barriers to discharge list for more than 30 days to identify or develop community services and funding appropriate to their clinical needs and report the results of these reviews and subsequent related actions to the RMG;

3.) review, at the request of the case management CSB, other individuals who have been determined by state facility treatment teams to be clinically ready for discharge and identify community services and resources that may be available to meet their needs;

4.) facilitate, at the request of the case management CSB, resolution of individual situations that are preventing an individual's timely discharge from a state facility or a private provider participating in the regional partnership or an individual's continued tenure in the community;

5.) identify opportunities for two or more CSBs to work together to develop programs or placements that would permit individuals to be discharged from state facilities or private providers participating in the regional partnership more expeditiously;

6.) promote the most efficient use of scarce and costly services; and

7.) carry out other duties or perform other functions assigned by the RMG.

b. The RURCT shall consist of representatives from participating CSBs in the region, participating state facilities, private providers participating in the regional partnership, and others who may be appointed by the RMG, such as the regional manager(s) employed pursuant to section II.C. The positions of the representatives who serve on this team shall be identified in local documentation.

c. The RURCT shall meet monthly or more frequently when necessary, for example, depending upon census issues or the number of cases to be reviewed. Minutes shall be recorded at each meeting. Only members of the team and other persons who are identified by the team as essential to the review of an individual's case, including the individual's treatment team and staff directly involved in the provision of services to the individual, may attend meetings. All proceedings, minutes, records, and reports and any information discussed at these meetings shall be maintained confidential and privileged, as provided in § 8.01-581.17 of the Code of Virginia.

d. For the regional program, the RURCT or another group designated by the RMG shall maintain current information to identify and track individuals served and services provided through the regional program. This information may be maintained in participating CSB information systems or in a regional data base. For example, for the RDAP, this information shall include the individual's name, social security number or other unique identifier, other unique statewide identifier, legal status, case management CSB, state hospital of origin, discharge date, state re-hospitalization date (if applicable), and the cost of the IDAPP. This team shall maintain automated or paper copies of records for each RDAP-funded IDAPP. Changes in responsibilities of the case management CSB, defined in the core services taxonomy, and the transfer of RDAP funds shall be reported to the Offices of Grants

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Management and Mental Health Services in the Department as soon as these changes or transfers are known or at least monthly.

e. For RDAP, the RURCT shall conduct utilization reviews of ISPs as frequently as needed to ensure continued appropriateness of services and compliance with approved IDAPPs and reviews of quarterly utilization and financial reports and events related to the individual such as re-hospitalization, as appropriate. This utilization review process may result in revisions of IDAPPs or adjustment to or redistribution of RDAP funds. This provision does not supersede utilization review and audit processes conducted by the Department pursuant to the performance contract.

f. Although not members of the RURCT, designated staff in the Central Office of the Department shall have access to all documents, including ISPs or IDAPPs, maintained or used by this body, pursuant to applicable provisions of the performance contract, and may attend and participate in all meetings as non-voting members and in other activities of this team.

4. Operating Procedures for Regional Programs: These operating procedures establish the parameters for allocating resources for and monitoring continuity of services provided to individuals receiving regional program services. Some of the procedures apply to regional programs generally; others apply to particular regional programs, although they may be able to be adapted to other regional programs.

a. Funding for a regional program shall be provided and distributed by the Department to participating CSBs or to a CSB on behalf of the region through their community services performance contracts in accordance with the conditions specified the contract, often in an Exhibit D.

b. Each participating CSB or a CSB on behalf of the region shall receive semi-monthly payments of state funds from the Department for the regional program through its community services performance contract, as long as it satisfies the requirements of this appendix and the performance contract, based upon its total base allocation of previously allotted and approved regional program funds.

c. Participating CSBs and state facilities shall develop agreed-upon procedures that describe how they will implement a regional program and jointly manage the use of regional program funds on a regional basis. These procedures shall be reduced to writing and provided to the Department upon request.

d. Regional program funds may be used to support the activities of the RMG and RURCT.

e. Within the allocation of funds for the regional program, funds may be expended for any combinations of services and supports that assure that the needs of individuals are met in community settings. ISPs or IDAPPs must be updated and submitted, as revisions occur or substitute plans are required, to the RMG for approval according to procedures approved by the RMG.

f. Regional program funds used to support ISPs or IDAPPs shall be identified on a fiscal year basis. Amounts may be adjusted by the RMG to reflect the actual costs of care based on the regional program's experience or as deemed appropriate through a regional management and utilization review process.

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g. The CSB responsible for implementing an individual's regional program ISP or IDAPP shall account for and report the funds and expenses associated with the regional program ISP or IDAPP in its community services performance contract and in its quarterly performance contract reports submitted through the Community Automated Reporting System (CARS).

h. The CSB responsible for implementing an individual's regional program ISP or IDAPP shall ensure that the appropriate information about that individual and his or her services is entered into its management information system so that the information can be extracted by the Community Consumer Submission (CCS) and reported in the monthly CCS extracts and applicable CARS reports to the Department.

i. The participating CSBs may use regional program funds to establish and provide regional or sub-regional services when this is possible and would result in increased cost effectiveness and clinical effectiveness.

j. Operation of a RDAP is governed by the Discharge Assistance Program Manual issued by the Department and provisions of Exhibit C of the performance contract.

5. General Terms and Conditions

a. CSBs, the Department, and any other parties participating in a regional program agree that they shall comply with all applicable provisions of state and federal law and regulations in implementing any regional programs to which these procedures apply. The CSB and the Department shall comply with or fulfill all provisions or requirements, duties, roles, or responsibilities in the current community services performance contract in their implementation of any regional programs pursuant to these procedures.

b. Nothing in these procedures shall be construed as authority for the CSB, the Department, or any other participating parties to make commitments that will bind them beyond the scope of these procedures.

c. Nothing in these procedures is intended to, nor does it create, any claim or right on behalf of any individual to any services or benefits from the CSB or the Department.

6. Privacy of Personal Information

a. The CSB, the Department, and any other parties participating in a regional program agree to maintain all protected health information (PHI) learned about individuals receiving services confidential and agree to disclose that information only in accordance with applicable state and federal law and regulations, including the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 CFR Part 2, the Virginia Health Records Privacy Act, the Department's human rights regulations, and each party's own privacy policies and practices. The organization operating the regional program shall provide a notice to individuals participating in or receiving services from the regional program that it may share protected information about them and the services they receive, as authorized by HIPAA and other applicable federal and state statutes and regulations. The organization shall seek the authorization of the individual to share this information whenever possible.

b. Even though each party participating in a regional program may not provide services directly to each of the individuals served through the regional program, the parties may disclose the PHI of individuals receiving services to one another under 45 C.F.R. § 164.512(k)(6)(ii) in order to perform their responsibilities related to this regional program,

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including coordination of the services and functions provided under the regional program and improving the administration and management of the services provided to the individuals served in it.

c. In carrying out their responsibilities in the regional program, the CSB, the Department, and any other parties involved in this regional program may use and disclose PHI to one another to perform the functions, activities, or services of the regional program on behalf of one another, including utilization review, financial and service management and coordination, and clinical case consultation. In so doing, the parties agree to:

1.) Not use or further disclose PHI other than as permitted or required by the performance contract or these procedures or as required by law;

2.) Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by the performance contract or these procedures;

3.) Report to the other parties any use or disclosure of PHI not provided for by the performance contract or these procedures of which they become aware;

4.) Impose the same requirements and restrictions contained in the performance contract or these procedures on their subcontractors and agents to whom they provide PHI received from or created or received by the other parties to perform any services, activities, or functions on behalf of the other parties;

5.) Provide access to PHI contained in a designated record set to the other parties in the time and manner designated by the other parties or at the request of the other parties to an individual in order to meet the requirements of 45 CFR 164.524;

6.) Make available PHI in its records to the other parties for amendment and incorporate any amendments to PHI in its records at the request of the other parties;

7.) Document and provide to the other parties information relating to disclosures of PHI as required for the other parties to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528;

8.) Make their internal practices, books, and records relating to use and disclosure of PHI received from or created or received by the other parties on behalf of the other parties, available to the Secretary of the U.S. Department of Health and Human Services for the purposes of determining compliance with 45 CFR Parts 160 and 164, subparts A and E;

9.) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that they create, receive, maintain, or transmit on behalf of the other parties as required by the HIPAA Security Rule, 45 C.F.R. Parts 160, 162, and 164;

10.) Ensure that any agent, including a subcontractor, to whom they provide electronic PHI agrees to implement reasonable and appropriate safeguards to protect it;

11.) Report to the other parties any security incident of which they become aware; and

12.) At termination of the regional program, if feasible, return or destroy all PHI received from or created or received by the parties on behalf of the other parties that the parties still maintain in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections in this appendix to the information and

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limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. Each of the parties may use and disclose PHI received from the other parties, if necessary, to carry out its legal responsibilities and for the proper management and administration of its business. Each of the parties may disclose PHI for such purposes if the disclosure is required by law, or if the party obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially, that it will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and that the person will notify the party of any instances of which it is aware in which the confidentiality of the information has been breached.

7. Reporting: The CSB shall provide all required information (e.g., the number of individuals receiving services, the total expenditures for the regional program, and the total amount of regional program restricted funds expended) to the Department about the regional programs in which it participates, principally through CCS and CARS reports. CSBs shall not be required to submit more frequent standard reports or reports on individuals, unless such requirements have been established in accordance with the applicable sections of the performance contract. The CSB also shall identify all individuals in regional programs that it serves in its CCS extract submissions using the applicable consumer designation codes.

8. Project Management

a. The Department shall be responsible for the allocation of regional program state and federal funds and the overall management of the regional program at the state level.

b. The RMG shall be responsible for overall management of the regional program and coordination of the use of funding provided for the regional program in accordance with these procedures.

c. The CSB shall be responsible for managing regional program funds it receives in accordance with these regional program procedures.

d. Payments generated from third party and other sources for any regional program shall be used by the region or CSB to offset the costs of the regional program. The CSB shall collect and utilize all available funds from other appropriate specific sources before using state and federal funds to ensure the most effective use of these state and federal funds. These other sources include Medicare; Medicaid-fee-for service, targeted case management payments, rehabilitation payments, and ID waiver payments; other third party payors; auxiliary grants; SSI, SSDI, and direct payments by individuals; payments or contributions of other resources from other agencies, such as social services or health departments; and other state, local, or Department funding sources.

e. The Department may conduct on-going utilization review and analyze utilization and financial information and events related to individuals served, such as re-hospitalization, to ensure the continued appropriateness of services and to monitor the outcomes of the regional program. The utilization review process may result in adjustment to or reallocation of state general and federal funding allocations for the regional program.

9. Compensation and Payment: The Department shall disburse semi-monthly payments of state general and federal funds to the CSB for the regional program as part of its regular semi-monthly disbursements to the CSB.

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Appendix G: Core Services Taxonomy Work Group Commentary

The following comments reflect the deliberations and decisions of the Core Services Taxonomy Work Group and the VACSB Data Management Committee. These comments are included for information or historical background purposes.

Peer-provided services are included and reported where they are delivered, for example, in outpatient, rehabilitation, or residential services, rather than in consumer-run services. Peer-provided services are provided by individuals who identify themselves as having mental health, substance use, or co-occurring disorders and are receiving or have received mental health, substance abuse, or co-occurring services. The primary purpose of peer-provided services is to help others with mental health, substance use, or co-occurring disorders. Peer-provided services involve partnering with non-peers, such as being hired by community mental health or substance abuse programs in designated peer positions or traditional clinical positions. Peers may serve as recovery coaches, peer counselors, case managers, outreach workers, crisis workers, and residential staff, among other possibilities. Units of service provided by peers in core services should be included with all service units collected and reported through the CCS. CSBs will report the numbers of peers they employ in each program area to provide core in their CARS management reports.

Family Support was a separate core services subcategory in Taxonomy 6; however, it was eliminated as a separate subcategory in Taxonomy 7. Family support offers assistance for families who choose to provide care at home for family members with mental disabilities. Family support is a combination of financial assistance, services, and technical supports that allows families to have control over their lives and the lives of their family members. Family is defined as the natural, adoptive, or foster care family with whom the person with a mental disability resides. Family can also mean an adult relative (i.e., sister, brother, son, daughter, aunt, uncle, cousin, or grandparent) or interested person who has been appointed full or limited guardian and with whom the person with the mental disability resides. The family defines the support. While it will be different for each family, the support should be flexible and individualized to meet the unique needs of the family and the individual with the mental disability. Family support services include respite care, adaptive equipment, personal care supplies and equipment, behavior management, minor home adaptation or modification, day care, and other extraordinary needs. Funds and expenses for family support activities should be included in the applicable core service subcategories, but numbers of individuals would not be included separately, since those individuals are already receiving the service in the category or subcategory. If an individual is receiving nothing but family support, he or she should be opened to consumer monitoring and the family member with a mental disability would be counted and reported as an individual receiving services in consumer monitoring.

Consultations include professional and clinical consultations with family assessment and planning teams (CSA), other human services agencies, and private providers. No ISPs are developed, and Department licensing is not required. In consultations, CSB staff members are not providing services or care coordination to individuals; the staff are only consulting with service providers and other agencies about individuals who are receiving services from other organizations. Since there are no individuals receiving services counted for consultations, service units will be collected through the z-consumer function in the CCS. Traditionally, consultations have been and will continue to be included in outpatient or case management services. However, if a CSB is providing other services, this is not a consultation situation; the CSB opens a case for the individual or admits the individual to a program area, depending on the other services received. For example, if a CSB is providing significant amounts of staff support associated with FAPT or Title IV-E activities, it may include this support as part of consumer monitoring services.

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Core Services Taxonomy 7.3

Appendix H: REACH Services Crosswalk and Reporting Requirements

This exhibit provides guidance to the CSBs providing Regional Education Assessment Crisis Services and Habilitation (REACH) program services about how to report those services in their monthly CCS 3 submissions to the Department. REACH program services must be reported only in emergency services, ancillary services and the developmental services program area; they must not be reported in the mental health services or substance abuse services program areas. There are only seven services that CSBs providing REACH program services directly or contractually must include in their information systems in a way that information about them can be extracted and exported to the Department through CCS 3. These services are:

1. **100 Emergency Services,** licensed by the Department as crisis intervention services;
2. **390 Consumer Monitoring Services** (ancillary services), not licensed by the Department;
3. **720 Assessment and Evaluation Services** (ancillary services), not licensed by the Department;
4. **420 Ambulatory Crisis Stabilization Services** (in the developmental services program area), licensed by the Department as mental health non-residential crisis stabilization;
5. **510 Residential Crisis Stabilization Services** (in the developmental services program area), licensed by the Department as mental health residential crisis stabilization services for adults;
6. **521 Intensive Residential Services** (in the developmental services program area),licensed by the Department as intellectual disability residential therapeutic respite group home services for adults - includes ID assessment/treatment beds; and
7. **581 Supportive Residential Services** (in the developmental services program area), licensed by the Department as REACH intellectual disability supportive in-home services for adults.

These are the only services provided to individuals who have been determined to be served in the REACH program that should be included in CCS 3 submissions to the Department. When they provide them, CSBs that operate or contract for REACH program services must include the following information about these seven services in their CCS 3 submissions.

Consumer File: Include all applicable CCS 3 consumer data elements on an individual receiving REACH program services if the individual has not already been admitted to the developmental services program area (for services 4 through 7 above) or if the CSB has not opened a case on the individual for emergency services or ancillary services (for services 1 through 3 above).

Type of Care File: Include a type of care file on the individual if he or she receives services 4 through 7 above and has not already been admitted to the developmental services program area.

Service Files: Include service files to report receipt of:

1. Emergency services (pseudo program area code 400 and service code 100) if the individual receives crisis intervention services,
2. Consumer monitoring (pseudo program area code 400 and service code 390) if the individual receives consumer monitoring services,
3. Assessment and evaluation (pseudo program area code 400 and service code 720) if the individual receives assessment and evaluation services,
4. Ambulatory crisis stabilization (developmental services program area code 200 and service code 420) if the individual receives mental health non-residential crisis stabilization,

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5. Residential crisis stabilization (developmental services program area code 200 and service code 510) if the individual receives mental health residential crisis stabilization services for adults,
6. Intensive residential services (developmental services program area code 200 and service code 521) if the individual receives intellectual disability residential therapeutic respite group home services for adults, or
7. Supportive residential services (developmental services program area code 200 and service code 581) if the individual receives REACH intellectual disability supportive in-home services for adults.

When they provide these services, CSBs that operate or contract for REACH program services also must include funding, expenditure, cost, and static capacity information about these seven services in their quarterly CARS Reports submitted to the Department.

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE OF TITLE FOR A VEHICLE

KEEP IN SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

THE DEPARTMENT OF MOTOR VEHICLES, COMMONWEALTH OF VIRGINIA, HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH, THAT THE APPLICANT NAMED ON THE FACE HEREON HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE, AND THAT, FROM THE STATEMENTS OF THE OWNER AND THE RECORDS ON FILE WITH THIS DEPARTMENT, THE HEREON DESCRIBED VEHICLE IS SUBJECT TO THE SECURITY INTEREST RECORDS ON FILE WITH THIS DEPARTMENT, AND AS DESCRIBED HEREON, IF ANY. THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH ALSO PROVIDE THAT ALL TITLE AND REGISTRATION INFORMATION IN THE OFFICE OF THE DEPARTMENT OF MOTOR VEHICLES IS PRIVILEGED AND ONLY SUBJECT TO DISSEMINATION TO AUTHORIZED AGENCIES, BUSINESS ORGANIZATIONS OR AGENTS, GOVERNMENTAL ENTITIES AND INDIVIDUALS UNDER THE CONDITIONS SPECIFIED BY MOTOR VEHICLE CODE SECTIONS 46.2-208, 46.2-209 AND 46.2-210.

ESTABLISHED 01/22/18 665 DMVKPJ ORIGINAL

VEHICLE IDENTIFICATION NO.	YEAR	MAKE	VEHICLE BODY	TITLE NO.
1FTSS34P45HB11543	2005	FORD	VAN	100620196

EMPTY WGT.	GROSS WGT.	GVWR	GCWR	AXLES	FUEL	SALES TAX PAID	ODOMETER	DATE ISSUED
5992	10000			2	DESL	VA EXEMPT	*200238*	01/22/18

OTHER PERTINENT DATA	ODOMETER BRAND	PRIOR TITLE NO.
IND	ACTUAL 60344158	

Name(s) and address(es) of vehicle owners:
RUSSELL COUNTY SHERIFF OFFICE
PO BOX 338
LEBANON VA 24266-0338

THIS IS NOT A TITLE NUMBER
G31608784

NO LIENS

VOID IF ALTERED

A

• ASSIGNMENT OF TITLE BY OWNER •
• NOTIFY DMV WHEN VEHICLE IS SOLD •

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. The undersigned hereby certifies that the vehicle described in this title has been transferred to the following (printed name and address of Buyer(s)):

Buyer(s) Name _____

Street _____ City, State, Zip _____

ODOMETER READING (No Tenths) _____

I certify to the best of my knowledge that the odometer reading is: ☐ ACTUAL Mileage ☐ NOT ACTUAL Mileage (odometer discrepancy) ☐ IN EXCESS of Mechanical Limits ☐ Model year is 10 years or older and was exempt from odometer disclosure in prior state of title (applicant must present out-of-state title showing exemption)

DATE OF SALE _____

SALE PRICE _____

Signature of Seller(s) _____ Printed Name of Seller(s) _____

Signature of Buyer(s) _____ Printed Name of Buyer(s) _____

I am aware of the above odometer certification made by the Seller(s)

I am aware of the above odometer certification made by the Seller(s)

VSA3L

Dealer's No. _____ Licensing Jurisdiction _____

Russell County Public Library

248 W. Main St. • P.O. Box 247 • Lebanon, Va 24266 • 276.889.8044 • 276.889.8045 F

20 April 2023

Lonzo Lester, Jr.
Russell County Administrator
137 Highland Dr.
Lebanon, VA 24266

Dear Lonzo,

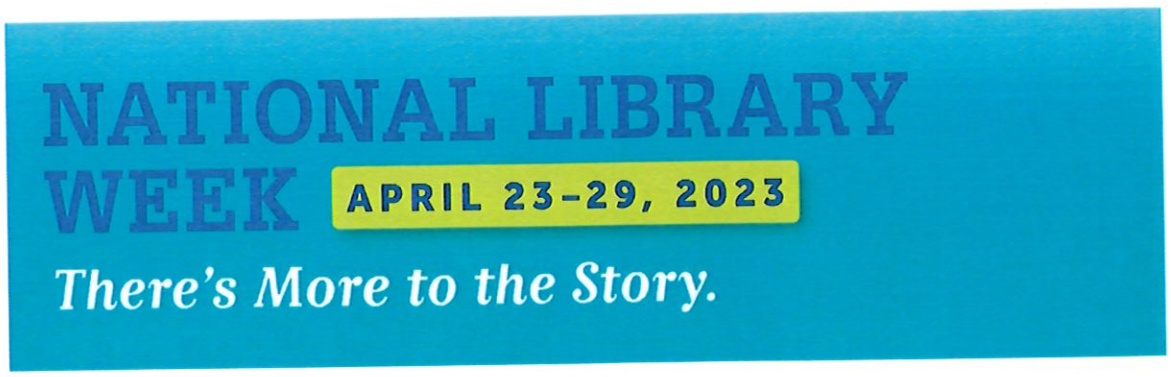
Thank you for the county's contribution to the Russell County Public Library. We always take the opportunity to give thanks for assistance given to the Russell County Public Library during National Library Week. You and your contributions help us and our community to thrive.

Contributions come in many forms. You can also contribute by being an advocate for the library. Promoting the library and its mission in our communities is also a very valuable contribution. Please visit the library during National Library Week, April 23-29. You might enjoy our Spinal Free Verse program on April 25, 4-7 pm—it's family-friendly.

Please also read our blog or visit our website or Facebook page. On behalf of the library staff and the Board of Trustees, thank you again for your contributions to the Russell County Public Library and to our community.

Sincerely,

Kelly McBride Delph
Library Director



Gmail

Loretta Vance <loretta.vance@russellcountyva.us>

CVCA-FCS Support Group, Volunteer Training & In Honor of My Mom

1 message

Jennifer Bourne <jbourne@clinchvalleycaa.org> Tue, Apr 25, 2023 at 6:45 PM

Dear Friends,

Clinch Valley Community Action, Inc. - Family Crisis Services is sponsoring three activities during the month of May – a Support Group for Survivors of Intimate Partner Violence, Volunteer Training, and our Facebook campaign entitled "In Honor of My Mom." For more information, please read below or contact our office at 276-988-5583.

Support Group for Survivors of Intimate Partner Violence

Join us for a free four-week support group to discuss topics related to intimate partner violence. Topics include: what is intimate partner violence, how to identify an abusive relationship, setting boundaries, safety planning, and self-care. Snacks will be provided. The first session begins on Monday, May 1. For more information, please contact our Domestic Violence Advocate, Heather Smith, at 276-988-5583. Please feel free to print & share the flyer attached to this email.

-

Volunteer Training

We are looking for energetic, dependable and self-motivated individuals to serve as Volunteer Advocates! Advocates provide support, access resources, and offer encouragement to survivors of sexual and intimate partner violence. These tasks require empathy, confidentiality, and emotional maturity. Volunteers should also be able to handle crisis situations, display a responsible work ethic and work well in a trauma-informed, healing-centered & survivor-focused environment.

Volunteers are needed in the following areas:

- ✓ Shelter coverage
- ✓ Respond to hotline calls
- ✓ Provide child care in the shelter
- ✓ Emergency services – transportation, legal advocates, hospital/law enforcement companions
- ✓ Office support
- ✓ Assist with public awareness events & fundraisers

Volunteer Training will begin on Tuesday, May 16, 2023. Training will be held weekly until 60 hours are completed. Dates/times are contingent on participants. Dinner will be provided, and space is limited. To register or for more information, please contact our office at (276) 988-5583, ext. 301.

In Honor of My Mom

In recognition of May as a time to celebrate mothers, families, & parenting, we are asking you to share your story! We want to hear about your Moms, your grandmothers, or the other women in your life and how they positively shaped your world. We would also like for you to share a picture with us:) We will post one story a day during the month of May to honor your mother, grandmother, etc. Please submit all stories and pictures to jbourne@clinchvalleycaa.org. Help us celebrate these happy, healthy & safe relationships!!! **#inhonorofmymom**

Watch for these stories to be posted on our Facebook page – Clinch Valley Community Action – Family Crisis Services.

As always, if you wish to stop receiving emails from CVCA, please reply with Unsubscribe in the Subject Line.

Thanks!

Jennifer

Jennifer R. Bourne

Family Crisis Services Director/Planner

Clinch Valley Community Action, Inc.

1379 Tazewell Avenue

P.O. Box 188

North Tazewell, Virginia 24630

276-988-5583

276-988-4041 (fax)

www.clinchvalleycaa.org

Champion of Choices

2615 George Busbee Pkwy. Suite 11-289 | Kennesaw, GA 30144
404-834-6008 | Fax 407-567-7887 |www.ThinkPOZ.org

Empowering People to make Positive Choices
Champions Make Choices... Choices Make Champions!

Russell Co
9/20 - 9/21

To Whom It May Concern,

Marc Mero, former WCW & WWE Wrestling Champion, and founder of the nonprofit organization, Champion of Choices, Is an inspirational speaker, author and family youth advocate.

Marc dedicates his life to helping others be the "Champion" they're destined to be! Marc shares his captivating journey with audiences worldwide and inspires people to examine their life choices. Listeners feel a greater sense of appreciation toward their relationships and are empowered to make a difference in their personal life, career, and community.

With the recent explosion of opiate addiction and overdoses Marc shares the loss of over thirty wrestlers that died from bad choices, and most from opiate overdoses. Marc has worked with David Siegel and Victoria's Voice to introduce Narcan (a nasal spray to treat opiate overdose in an emergency situation) into law enforcement agencies across the country. Lives are being saved!

The most important aspect is to educate our kids on drug awareness before they ever get started.

Marc Mero
Founder/CEO
Champion of Choices

MONTHLY BANK BALANCES

March 31, 2023

Regular Account	11,181,748.33
Employee Insurance	4,226,164.88
Employee Claims Account	1,000.00
Non-Judicial Reals Estate Sales	25,692.55
School Textbook	32,006.29
Sheriff Domestic Violence	1,183.35
Petty Cash Treasurer	752.30
Sheriff Seized Assets	27,060.40
Sheriff Restitution	1,165.87
Sheriff Forfeited Assets	4,418.09
Comm Attorney Forfeited Assets	32,359.39
Sheriff Federal Forfeited Assets	4,243.40
Comm Attorney Fed Justice Forfeited Assets	76,134.79
Commonwealth Attorney Abanoned Property	500.00
Sheriff Federal Justice Forfeited Assets	4,636.23
Sheriff Special Projuects	23,577.36
SSI Recipients	17.05
Social Service -Coy Hall Dedicated Account	5,558.00
Bank of Honaker	42,348.93
New Peoples Bank	346,669.65
Certificates of Deposit General	49,575.00
Treasurer's Money Market	2,718,289.09
Certificate of Deposit Library Donations	24,788.80
Certificate Of Deposit Employee Insurance	2,005,510.40
Total Cash In Bank	20,835,400.15
Cash In Office	1,600.00
Petty Cash	100.00
TOTAL CASH	**20,837,100.15**

ACCOUNT	DATE DEBIT	March 31, 2023 CREDIT
Cash in Office	1,600.00	
Cash in Bank	20,835,400.15	
Petty Cash	100.00	
General Fund		5,930,686.46
Non-Judicial Real Estate Sales		25,692.55
Sheriff In State Trip		39,707.27
Sheriff Dare Fund		100.00
Sheriff Seized Assets		27,060.40
Sheriff Restitution		1,165.87
Sheriff Forfeited Assets		4,418.09
Comm Attorney Forfeited Assets		32,359.39
Honaker Library Donations		24,783.87
Russell County Housing Fund		4,424.36
Sheriff Federal Forfeited Assets		4,243.40
Sheriff Domestic Violence		1,183.35
Comm Attorney Abanoned Prop		500.00
Comm Attorney Fed Justice		76,134.79
Sheriff Fed Justice Forfeited		4,636.23
Sheriff's Special Projects		23,577.36
Social Services		(472,539.62)
Swva Asap		17,137.92
Coal Road Improvement		1,001,985.51
CSA		(772,440.48)
School Fund		2,645,013.25
School Food		1,883,858.66
School Textbook		32,006.29
Regional Adult Education		254,996.14
Petty Cash Treasurer		752.30
COVID 19		2,068.07
Litter Fund Trash Pickup		(28,689.04)
American Rescue Act		3,652,803.37
Current Credit		(0.79)
Current Debit		14.44
Title XX		11,321.05
SSI Recipients		17.05
Damage Stamp Fund		2,823.98
Valley Heights		93,239.07
Dante Sewer		53,706.00
Employee Health Insurance		4,226,164.88
Employee Insurance COD		2,005,510.40
Employee Insurance Claims		1,000.00
Law Library		62,263.71
Special Welfare		43,492.89
Housing Fund #2		7,700.00
Russell Co Health & Fitness		132,865.92
Cannery		(230,695.96)
WIB		10,051.75
Total	**20,837,100.15**	**20,837,100.15**

IDA Russell County, VA

Industrial Development Authority of
Russell County, Virginia

April 12, 2023

AGENDA

The Industrial Development Authority of Russell County Virginia will hold the regular monthly meeting on Wednesday, April 12, 2023 at 5:30 PM at the Russell County BOS Overflow Room.

1. **Call to Order**
2. **Roll Call**
3. **Approval of Minutes**
4. **Approval of Financial and Treasurer's Report**
5. **Guest Presentations**
6. **Attorney's Report**
7. **Executive Director's Report**
8. **Old Business**
9. **New Business**
10. **Closed Session as permitted by Virginia Code #2.2-3711**
11. **Motions from Closed Session**
12. **Adjourn Meeting**

Attachments:

Minutes	*Page 1 - 4*
Financials	*Page 5 - 9*
Invoices	*Page 10 - 15*

March 9, 2023

The Regular monthly meeting of the Industrial Development Authority of Russell County, Virginia was held on March 9, 2023 at 5:30 P.M. at the Russell County Board of Supervisors overflow room.

MEMBERS PRESENT:	Richard Lockridge, Chairman Tony Dodi, Vice Chairman Carlton Elliott, Secretary Harry Ferguson, Member John Stamper, Member Donnie Christian, Member Jarred Glass, Member DeAnna Jackson, Member
ABSENT:	None
STAFF:	Ernie McFaddin, Executive Director Katie Patton, Attorney

The Chairman called the meeting to order at 5:30 P.M.

The secretary called the roll and recorded the roll call.

APPROVAL OF MINUTES

Upon motion made by DeAnna Jackson, second by Donnie Christian and duly approved by the Industrial Development Authority of Russell County, Virginia approving the minutes of the February 16, 2023 and the March 2, 2023 meetings.

The Vote was:
Aye: C. Elliott, T. Dodi, H. Ferguson, J. Glass, D. Jackson, D. Christian, J. Stamper
Nay: None
Absent: None

FINANCIAL REPORT

Upon motion made by Tony Dodi, second by Harry Ferguson and duly approved by the Industrial Development Authority of Russell County, Virginia approving the February 2023 financial reports and approve paying invoices presented with the following additions.

Hungate Business Services	$11.62
Hungate Business Services	$169.20

Aye: C. Elliott, T. Dodi, H. Ferguson, J. Glass, D. Jackson, D. Christian, J. Stamper
Nay: None
Absent: None

ATTORNEY'S REPORT

No Report

EXECUTIVE DIRECTOR'S REPORT

AEP has asked for a letter of support to acquire funding through DOE.

Upon motion made by Donnie Christian, second by DeAnna Jackson and duly approved by the Industrial Development Authority of Russell County, Virginia authorizing the Executive Director to issue a letter of support for AEP's grant application to DOE. The Executive Director is authorized to sign all documents relating to this motion.

Aye: C. Elliott, T. Dodi, H. Ferguson, J. Glass, D. Jackson, D. Christian, J. Stamper
Nay: None
Absent: None

The Executive Director informed the IDA a term sheet has been received from FB&T for the consolidation of loans of $6.255 million to a tax-exempt bond issue.

Upon motion made by Tony Dodi, second by Jarred Glass and duly approved by the Industrial Development Authority of Russell County, Virginia authorizing the Executive Director to accept the proposed terms from First Bank & Trust Company for the bond issue to consolidate existing debt.

Aye: C. Elliott, T. Dodi, H. Ferguson, J. Glass, D. Jackson, D. Christian, J. Stamper
Nay: None
Absent: None

The IDA also needs to adopt a resolution to issue a tax-exempt bond.

Upon motion made by Donnie Christian, second by Jarred Glass and duly approved by the Industrial Development Authority of Russell County, Virginia adopting a resolution to issue a tax-exempt bond for the purpose of consolidating existing debt. The Executive Director, Chairman, and Secretary are authorized to sign all documents relating to this motion.

Aye: C. Elliott, T. Dodi, H. Ferguson, J. Glass, D. Jackson, D. Christian, J. Stamper
Nay: None
Absent: None

Leonard Companies has been sent a letter requesting further information regarding the water line repair at the Acme property. The IDA has received no response.

Honaker Wholesale has been given final notice of their delinquency on the USDA loan. The notice requires the loan to be paid in full.

Project "Whale" is moving forward, and some engineering is being completed on the project.

The Bush building project is waiting on the buyers to provide tax returns to the bank.

The Hotel is showing improvement, with a profit for the last fiscal year.

JM Conveyors is now up to 46 employees, with the possibility of new projects in the future.

CLOSED SESSION

Upon motion made by John Stamper, second by Donnie Christian and duly approved by the Industrial Development Authority of Russell County, Virginia to enter Closed Session as permitted by, VA Code #2.2-3711 (3) Property for the purpose of the Bush Building (5) Prospective Business for the purpose of Project "Goat" (7) & (8) Legal.

The Vote was:
Aye: C. Elliott, T. Dodi, H. Ferguson, J. Glass, D. Jackson, D. Christian, J. Stamper

Nay: None

RECONVENE TO PUBLIC SESSION

Upon motion made by DeAnna Jackson, second by Donnie Christian, and duly approved by The Industrial Development Authority of Russell County, Virginia, the Chairman called the meeting back into regular session and requested the "Certification Motion after reconvening in Public Session".

The Vote was:
Aye: C. Elliott, T. Dodi, H. Ferguson, J. Glass, D. Jackson, D. Christian, J. Stamper
Nay: None

CERTIFICATION AFTER RECONVENING IN PUBLIC SESSION

The Industrial Development Authority of Russell County, Virginia hereby certifies that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be so discussed under the provision of the Virginia Freedom of Information Act cited in that motion.
The Roll Call Vote Was:

Richard Lockridge	Yes	Carlton Elliott	Yes
Harry Ferguson	Yes	Tony Dodi	Yes
DeAnna Jackson	Yes	Donnie Christian	Yes
Jarred Glass	Yes	John Stamper	Yes

ADJOURNMENT

Upon motion made by Tony Dodi, second by John Stamper, and duly approved by the Industrial Development Authority of Russell County, Virginia adjourning this meeting at 7:20 PM.

The Vote was:
Aye: C. Elliott, T. Dodi, H. Ferguson, J. Glass, D. Jackson, D. Christian, J. Stamper
Nay: None

SUSANS CLEANING SERVICE
261 WARNER SUB-DIVISION RD
LEBANON VA. 24266
276-701-6962

HEALTH DEPT.	AMOUNT:
MARCH 2023 - Cleaning	
TOTAL	$ 1,600.00

Thank you
Susan Pauling

Turner Cleaning Service LLC Invoice March 2023
120 David Martin LN
Dante, VA 24237

Cleaning at: Lebanon Probation
Cleaning days: 9
$75 per cleaning
Total Due: $675.00

From: Mark Mitchell <lpd300.mm@gmail.com>
Date: 4/5/2023, 11:10 AM
To: Carlton Elliott <wce0909@gmail.com>

Mowed Russell Place
3/15 and 3/29
$350.00

HUNGATE BUSINESS SERVICES

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CONTRACT INVOICE

Invoice Number: 219481
Invoice Date: 4/4/2023
Account Number: RC07
Balance Due: $45.73

Bill To: Russell County IDA
P.O. Box 2378
Lebanon, VA 24266

Customer: Russell County IDA
135 Highland Dr.
Lebanon, VA 24266

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
RC07	30 Days from invoice	5/4/2023	$45.73	**$45.73**
Invoice Remarks				

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
2704-01	Treasurer (276) 971-0690	$45.73		10/4/2022	10/3/2023
Contract Remarks					

Summary:

Contract base rate charge for this billing period	$0.00
Contract overage charge for the 3/4/2023 to 4/3/2023 overage period	$42.73 **
Freight/Fuel/Materials Surcharge	$3.00

Detail:

Equipment included under this contract

Xerox/C8045

Number	Serial Number	Base Adj.	Location
H3940	8TB549065	$0.00	Russell County IDA 135 Highland Dr. Lebanon, VA 24266

Meter Type	Meter Group	Begin Meter	End Meter	Total	Covered	Billable	Rate	Overage
B\W	B/W	84,265	84,569	304	0	304	0.013900	$4.23
Color	Color	5,267	5,707	440	0	440	0.087500	$38.50
								$42.73

Effective June 1, 2012 a 1.5% finance charge per month will accrue after 30 days.

Invoice Subtotal:	$45.73
Exempt	**$0.00**
Total Tax:	$0.00
Invoice Total:	**$45.73**

HUNGATE BUSINESS SERVICES

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CONTRACT INVOICE

Invoice Number:	219663
Invoice Date:	4/5/2023
Account Number:	RC07
Balance Due:	$174.32

Bill To: Russell County IDA
P.O. Box 2378
Lebanon, VA 24266

Customer: Russell County IDA
135 Highland Dr.
Lebanon, VA 24266

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
RC07	30 Days from invoice	5/5/2023	$174.32	**$174.32**
Invoice Remarks				

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
1939-06	Treasurer (276) 971-0690	$174.32		3/9/2023	3/8/2024
Contract Remarks					

Summary:

Contract base rate charge for this billing period	$0.00
Contract overage charge for the 3/9/2023 to 4/8/2023 overage period	$171.32 **
Freight/Fuel/Materials Surcharge	$3.00

Detail:

Equipment included under this contract

Xerox/7835

Number	Serial Number	Base Adj.	Location
H3100	MX1193363	$0.00	Russell County IDA 135 Highland Dr. Lebanon, VA 24266

Meter Type	Meter Group	Begin Meter	End Meter	Total	Covered	Billable	Rate	Overage
B\W	B/W	164,522	166,029	1,507	0	1,507	0.019000	$28.63
Color	Color	46,133	47,261	1,128	0	1,128	0.126500	$142.69
								$171.32

Effective June 1, 2012 a 1.5% finance charge per month will accrue after 30 days.

Invoice Subtotal:	$174.32
Exempt	**$0.00**
Total Tax:	$0.00
Invoice Total:	**$174.32**

Bank Recap Report
For All Document Types
Document Date Range: From: 030123 To: 033123

Industrial Development Authority of Russell County (IDA)

Bank Code: FB&T Operating Account

Document/ Check	Document Type	Check Number	Comment/ Check Payee Name		Document Amount	Bank Balance
					Beginning	76,195.91
3/1/2023	Deposit		CASH RECEIPT DEPOSIT		1,705.00	77,900.91
3/1/2023	Check	W000000301	First Bank & Trust Company	Note DSS	5,764.59	72,136.32
3/1/2023	Check	W000000325	VCC Bank	Polycap	34,608.21	37,528.11
3/3/2023	Deposit		CASH RECEIPT DEPOSIT		4,683.33	42,211.44
3/3/2023	Deposit		Deposit - VCEDA Marketing		700.00	42,911.44
3/7/2023	Deposit		CASH RECEIPT DEPOSIT		13,732.00	56,643.44
3/7/2023	Check	W000000302	Appalachian Power Company	Russell Place	1,197.57	55,445.87
3/7/2023	Check	W000000303	Appalachian Power Company	Probation	1,544.97	53,900.90
3/7/2023	Check	W000000304	Appalachian Power Company	Acme	2,455.30	51,445.60
3/7/2023	Check	W000000305	Appalachian Power Company	VDH	2,905.28	48,540.32
3/9/2023	Deposit		Deposit - Tobacco I-Go		122,457.32	170,997.64
3/9/2023	Check	0000006444	Campbell Chafin, PC	Legal	926.00	170,071.64
3/9/2023	Check	0000006445	Dominion Office Products	Office Supplies	187.64	169,884.00
3/9/2023	Check	0000006446	DR Price Engineering & Land Surveying, Inc PC	Gilbert Property	1,455.00	168,429.00
3/9/2023	Check	0000006447	Hungate Business Services	Copier	180.82	168,248.18
3/9/2023	Check	0000006448	Lindsay Kilgore Photography	Marketing	700.00	167,548.18
3/9/2023	Check	0000006449	Sure Drain	DSS	454.60	167,093.58
3/9/2023	Check	0000006450	Susan's Cleaning Service Inc	VDH	1,600.00	165,493.58
3/9/2023	Check	W000000306	Old Dominion Power	Bush Building	603.70	164,889.88
3/14/2023	Check	0000006451	Turner Cleaning Service LLC	Probation	600.00	164,289.88
3/14/2023	Check	W000000307	First Bank & Trust Company	Roof	6,943.62	157,346.26
3/15/2023	Check	0000006452	Fresh Start Mowing and	Bush Building	152.54	157,193.72
3/15/2023	Check	0000006453	I-Go Technology	Grant	122,457.32	34,736.40
3/15/2023	Check	W000000308	Internal Revenue Service	P/R Tax	3,044.23	31,692.17
3/15/2023	Check	W000000309	Internal Revenue Service	P/R Tax	3,044.23	28,647.94
3/16/2023	Check	0000000210	William C. Elliott		696.13	27,951.81
3/16/2023	Check	0000000211	Richard Lockridge		184.70	27,767.11
3/16/2023	Check	0000000212	Jarred Glass		184.70	27,582.41
3/16/2023	Check	0000000213	Donnie Christian		184.70	27,397.71
3/16/2023	Check	0000000214	John M. Stamper		184.70	27,213.01
3/16/2023	Check	0000000215	DeAnna C. Jackson		184.70	27,028.31
3/16/2023	Check	0000000216	Harry Ferguson		184.70	26,843.61
3/20/2023	Deposit		CASH RECEIPT DEPOSIT		14,233.00	41,076.61
3/20/2023	Check	0000006454	Virginia Coalfield Economic	JM Conveyor	14,233.00	26,843.61
3/21/2023	Deposit		CASH RECEIPT DEPOSIT		325.00	27,168.61
3/21/2023	Check	W000000315	First Bank & Trust Company	Probation	7,378.66	19,789.95
3/21/2023	Check	W000000316	First Bank & Trust Company	VDH	10,553.57	9,236.38
3/23/2023	Check	W000000317	Town of Lebanon VA	Water Probation	39.00	9,197.38
3/24/2023	Deposit		CASH RECEIPT DEPOSIT		17,668.34	26,865.72
3/24/2023	Deposit		CASH RECEIPT DEPOSIT		8,808.33	35,674.05
3/31/2023	Adjustment		Posting Error		0.05-	35,674.10
3/31/2023	Interest		Bank Stmnt		11.48	35,685.58
3/31/2023	Check	0000000217	Ernest McFaddin		4,584.58	31,101.00
3/31/2023	Check	0000000218	Heather W. Musick		2,070.18	29,030.82
					Ending	29,030.82

Bank Recap Report
For All Document Types
Document Date Range: From: 030123 To: 033123

Industrial Development Authority of Russell County (IDA)

Bank Code: FB&T Motel Account

Document/ Check	Document Type	Check Number	Comment/ Check Payee Name	Document Amount	Bank Balance
				Beginning	5,326.80
3/3/2023	Check	0000002658	Virginia Small Business	5,287.86	38.94
				Ending	38.94

Bank Recap Report
For All Document Types
Document Date Range: From: 030123 To: 033123

Industrial Development Authority of Russell County (IDA)

Bank Code: FB&T - Steel Fab

Document/ Check	Document Type	Check Number	Comment/ Check Payee Name	Document Amount	Bank Balance
				Beginning Balance:	140,679.72
3/3/2023	Check	0000002815	Town of Lebanon VA	44,198.32	96,481.40
3/3/2023	Check	0000002816	Virginia Coalfield Economic	25,909.09	70,572.31
3/31/2023	Interest		Bank Stmnt	7.75	70,580.06
				Ending	70,580.06

Bank Recap Report
For All Document Types
Document Date Range: From: 030123 To: 033123

Industrial Development Authority of Russell County (IDA)

Bank Code: FB&T - USDA RLF

Document/ Check	Document Type	Check Number	Comment/ Check Payee Name	Document Amount	Bank Balance
				Beginning	11,494.56
3/6/2023	Deposit		Deposit Old Mill	404.98	11,899.54
3/27/2023	Deposit		Deposit - J&J Trash	175.28	12,074.82
3/31/2023	Interest		Bank Stmnt	1.07	12,075.89
				Ending	12,075.89

Bank Recap Report
For All Document Types
Document Date Range: From: 030123 To: 033123

Industrial Development Authority of Russell County (IDA)

Bank Code: FB&T - Projects

Document/ Check	Document Type	Check Number	Comment/ Check Payee Name		Document Amount	Bank Balance
					Beginning	26,046.31
3/1/2023	Check	W000000310	Debit Card Purchase	Meeting	4.99	26,041.32
3/6/2023	Check	W000000311	Food City	Meeting	33.78	26,007.54
3/7/2023	Check	0000001176	Chad Newberry Construction	Acme	4,353.83	21,653.71
3/10/2023	Check	W000000312	Walmart	Office	17.97	21,635.74
3/10/2023	Check	W000000313	Curklins of Lebanon	Meeting	198.50	21,437.24
3/13/2023	Check	W000000314	Food City	Meeting	34.90	21,402.34
3/20/2023	Deposit		Deposit VCEDA Loans Acme	Acme	36,595.66	57,998.00
3/20/2023	Check	0000001177	Chad Newberry Construction	Acme	36,595.66	21,402.34
3/20/2023	Check	0000001178	Chad Newberry Construction	VDH	6,000.00	15,402.34
3/21/2023	Check	W000000322	Walmart	Office	22.22	15,380.12
3/21/2023	Check	W000000323	Debit Card Purchase	Meeting	85.98	15,294.14
3/28/2023	Check	W000000324	United States Postal Service	Postage	6.09	15,288.05
3/31/2023	Interest		Bank Stmnt		1.95	15,290.00
					Ending	15,290.00

Bank Recap Report
For All Document Types
Document Date Range: From: 030123 To: 033123

Industrial Development Authority of Russell County (IDA)

Bank Code: FB&T - Savings

Document/ Check	Document Type	Check Number	Comment/ Check Payee Name	Document Amount	Bank Balance
				Beginning	103,287.48
3/6/2023	Deposit		Deposit - Option Payment	35,000.00	138,287.48
3/31/2023	Interest		Bank Stmnt	502.61	138,790.09
				Ending	138,790.09

Shiloh Lyttle, DMO
Tourism Coordinator
Office Phone: (276)344-8504
Cell Phone: (276)880-5728
Email: shiloh.lyttle@russellcountyva.us

Russell County Tourism BOS Report April 2023

Upcoming Events

May 6th: Honaker Kid's Fishing Day

May 13th: Lebanon Townwide Yardsale & Honaker Townwide Yardsale

May 20th: Russell County Kid's Fishing Day

June 2nd – 3rd: Clinch River Days

June 3rd: Sam Whited Music Convention

June 9th-10th: Cedar Fest

July 1st: Honaker Independence Day Celebration

July 3rd: Cleveland 4th of July

July 4th: Lebanon Independence Day

July 7th – 8th: PBR Rodeo

July 28th – 29th: Big Rig Showdown

August 12th: Beach Party

September 4th – 9th: Russell County Fair & Horse Show

September 30th: VetFest

October 21st: Library (LVA) on the Road

October 31st: Haunting on Main

November 23rd: Community Thanksgiving

December 4th: Lebanon Christmas Parade

December 9th: Christmas Bike Night

ARPA

Blue Ridge Outdoors Ads & Advertorial

Road Trip Edition July

1/2 Page Ad (or 1/2 page Adventure Guide advertorial) + E-News Ad

Shiloh Lyttle, DMO
Tourism Coordinator
Office Phone: (276)344-8504
Cell Phone: (276)880-5728
Email: shiloh.lyttle@russellcountyva.us

Adventure Towns November

1/2 page Ad (or 1/2 page Adventure Guide advertorial) + E-News Ad

Total: $5300

Over the course of the next year, we will also begin running social media ads on both Facebook and Instagram to help in media promotion which will all be linking back to our website. This will be funded through the VTC APRA funding.

VA250

State Contact: Elizabeth Mancano

To form a Local VA250 Committee and join in the planning for this large-scale commemoration, we ask that the local governing body designate a liaison to work with the Commission, who will serve as the local contact with the state commission, participate in planning events, and communicate regularly on events occurring within the locality. While the Commission is planning statewide programs and events, including traveling exhibitions, strong involvement at the local level is crucial. The Commission is working with hundreds of partners across the state to encourage and support local participation. Local history, after all, is the foundation on which all else is built.

For those localities that form official Local VA250 Committees, as evidenced by the passing of a resolution of support, the designation of a local contact, and the formation of a Local VA250 Committee, the state commission will provide grant funding opportunities for commemorative events and make available programs to include traveling exhibitions and teacher resources.

Dante Community Association (DCA)

May 20th @ 11 AM – 2 PM Dedication of the Mine Explosion Ceremony @ 1 PM

May 9th @ 6 PM National History Registrar Meeting

Virginia Welcome Center Blitz/Brochures

We will have a one-month blitz this summer in July at the Bristol Virginia Welcome Center, highlighting the outdoor recreation and festivals we will have.

Shiloh Lyttle, DMO
Tourism Coordinator
Office Phone: (276)344-8504
Cell Phone: (276)880-5728
Email: shiloh.lyttle@russellcountyva.us

Russell County Tourism Scholarship

The Russell County Tourism Advisory Committee Scholarship will be a $1,000 scholarship to be given to a member of Russell County who is going into a field related to tourism, marketing, etc. The scholarship will remain open until May 1st when applications are due.

QR Code Development – Business & Recreation Connection

The Tourism department is working on a QR code development connecting our businesses in our communities together. This would be through a QR code sticker available on the business's door/window/counter/etc. Once scanned, it would show the other local businesses around them, outdoor recreation activities, upcoming events, and much more. It is important to make accessibility for visitors easy and convenient, and this would be a step in that process in our county.

Arty Lee Campground

The Arty Lee Campground has been a great project for the county and will definitely be a great addition to outdoor enthusiasts in the region and beyond. Through the tourism department, I have been working with our IT department on developing the website for reservations through the current Russell County website. We are working to ensure that this will be a smooth process for the visitor. This has not gone live yet, we will be waiting for the pricing for the campground to set and the grand opening, as well.

Social Media & Webpage

Started a Pinterest Account

Facebook Data

People Reached – 13,150

Post Engagements – 2,837

Page Followers – 39

Webpage

Shiloh Lyttle, DMO
Tourism Coordinator
Office Phone: (276)344-8504
Cell Phone: (276)880-5728
Email: shiloh.lyttle@russellcountyva.us

Page Visits Increased – averaging 156 visitors.

Session Time – increased to 4 minutes.

Virginia – 132

Reaching Other States including (Illinois, Georgia, and Washington)

International – United Kingdom & France

New vs. Returning Visitors

96% - New

4% - Returning

Russell County Planning Commission

March 20, 2023

The Russell County Planning Commission met on Monday, March 20, 2023 in the conference room of the Board of Supervisors at the Russell County Government Center, 137 Highland Drive, Lebanon VA.

Members Present	Members Absent	Others Present
Mark Mitchell	Oris Christian	
Philip Addington		
Charlie Edmonds		
John Mason		
Ernie McFaddin		
Keith Ray		
Jack Compton		

Chairman Mark Mitchell called the meeting to order at 6:30 p.m.

Invocation and Pledge of Allegiance given.

Agenda approved. Motion by Charlie Edmonds, seconded by John Mason, motion passed unanimously.

February 20, 2023 Meeting minutes approved. Motion by Jack Compton, seconded by Charlie Edmonds, motion passed unanimously.

New Business

The board reviewed a plat from Mr. Chris Dale and made a motion to approve the plat as discussed once the revisions were completed. Motion was made by John Mason, seconded by Charlie Edmonds, motion passed unanimously.

Review of Plats

Plats for the months of February and March were reviewed. Transactions dated February 21, 2023 through March 20, 2023. The plat from Mr. Chris Dale will be signed once plat revisions are completed. All other plats presented were approved.

Other Business

Secretary Ernie McFaddin updated the board on IDA projects.

Meeting adjourned. Motion by Philip Addington, seconded by Charlie Edmonds, the motion passed unanimously.

Mark Mitchell, Chairman

Attest:

Ernie McFaddin, Secretary

RUSSELL COUNTY PLANNING COMMISSION

FEBRUARY 21, 2023- MARCH 20, 2023

1. Donald Getgen .774AC Boundary Survey Putnam RD

2. Ella Mae Kiser one boundary line surveyed Long Branch RD

3. Ben & Janet Collins 5.14 AC & 29.275 AC Boundary line adjustment Rocky Fork RD

4. 58 Wise LLC 2 lot division New acreages .753 AC & .697 AC US HWY 58

5. Danny & Amanda Musick .029 AC added to adjoining tract. New acreages .188 AC & 11.939 AC Maple Gap RD

6. Margaret Mary Huff 1.75 AC Single division Remaining acreage 4.45 AC US Hwy 19

7. Eric Fritts & Sandra Fritts 3.502 AC, 3.496 AC & 2.765 AC Family division White DR

8. Highland Properties 116.93AC Boundary Survey Finney RD (also signed a deed restriction survey only)

RUSSELL COUNTY CONFERENCE CENTER

April 1, 2023

The following is a list of the Russell County Conference Center events for the month of April.

Date	Event	Event Type	Space
04/01/23	MMEO Memorial Fund Bingo Fundraiser Ruth Johnson	Community Event	Full $135
04/03/23	Russell County Cattleman Association Meeting Bruce Warner	Community Event	Full $135
04/06/23	Growing Friends and Flowers Bingo Yvonne Dye	Community Event	Full $135
04/07/23	Lebanon Little League Bingo Fundraiser Brad Lambert	Community Event	Full $135
04/08/23	All Star Wrestling Stan Lee	Community Event	Full $25
04/14/23	Clinch Valley Community Auction Bingo Jennifer Bourne	Community Event	Full $135

Date	Event	Event Type	Space
04/15/23	Positively Gymnastics Find Raiser Bingo Crystal Breeding	Community Event	Half $135
04/16/23	Prophetic Conference Tammy Woodward	Community Event	Full $125
04/21/23	Lebanon Middle School Prom Colton Stinson	Individual Event	Full $295
04/22/23	Gender Revel Linda Lester	Individual Event	Full $125
04/23/23	50th Wedding Anniversary Leanne Stiltner	Individual Event	Full $325
04/28/23	Honaker High School Prom Tony Bush	Individual Event	Full $125
04/29/23	Honaker High School Prom Tony Bush	Individual Event	Full $585

- . **$0.00**

Final Total = $ 2,415.00

THE RUSSELL COUNTY TRANSPORTATION AND SAFETY COMMISSION MET AT BONANZA RESTAURANT IN LEBANON VIRGINIA ON APRIL 11TH 2023. **NOTICE MEETING TIME HAS BEEN CHANGED BACK TO 600 PM**

MEMBERS & GUEST PRESENT

GARY DOTSON EUGENE FERGUSON BARBARA COX HENRY STINSON LINDA CROSS
CARL RHEA MIKE OQUINN HENRY KINCER TONY MAXFIELD BILL WATSON
JOHNNY JESSEE

GUARD RAILS CONTRACTOR BEHIND IN BRISTOL AREA

1-GUARD RAILS REPLACED AS DAMAGED
2-RT 80 DON STEVENS DR. GUARD RAIL DAMAGED BARTONS GARAGE SUBV.
3-RT. 19 N VALREO CROSS OVER GUARD RAIL END DAMAGED
4-RT 58 WEST DAMAGED GUARD RAIL AT MILE MARKER 61 CROSSOVER
5-COPPER RIDGE NEEDS A GUARD RAIL PLACED IN A CURVE NEAR HOUSE 2290
6-RT. 58 W AT QUARRY ROAD GUARD RAIL EXTENSIVE DAMAGE
7-RT. 19 N WAL-MART ENTERANCE GUARD RAIL DAMAGED
8-RT 58 WEST NEAR MILE MARKER 68.8 HONAKER CHURCH GUARD RAIL DAMAGED
9-RT 19/80 INTERSECTION GUARD RAIL DAMAGED
10-RT 58 WEST AT HAWKINS MILL GUARD RAIL
11-RT 58 WEST GUARD RAIL DAMAGED NEAR MILE MARKER 62.6 IN A STEEPE CURVE
12- RT- 58 EAST GUARD RAIL DAMAGED NEAR MILE MARKER 62.6
13-RT 58 EAST SEVERAL SECTION OF GUARD RAIL DAMAGED NEAR TRASH SITE
14-RT RT 58 W/683 MEMORIAL DRIVE SIGN POST DAMAGED AT THE INTERSECTION
15- RT 19 S CROSSOVER AN END CAP MISSING CAUSED BY AN ACCIDENT
ALL GUARD RAILS HAVE BEEN REVIEWED AND TURNED IN

SHOULDER REPAIR AND POT HOLE

1-RT 615 GRAVEL LICK BETWEEN GOLF ENTRANCE AND THE OLD TRASH DUMP ROAD SINKING WILL PATCH WHEN ASPHALT IS AVAILABLE
2-RT-58 WEST ACROSS FROM PIZZA HUT THE DITCH NEEDS TO BE PULLED AND THE PIPE CLEARED FOR A FASTER FLOW. THE WATER IS COMING UP IN THE ROADWAY DURING HEAVY RAIN THUS CAUSING A HAZARD CONDITION ESPECIALLY DURING FREEZING WEATHER. **PIPE TO BE CLEANED /VDOT**
3 RT 604-MOLLS CR. TREES HANGING OVER THE ROADWAY IN VARIOUS PLACES HINDERING TRACTOR TRAILER PASSAGE. **SCHEDULED TO BE TRIMMED**
4-RT 67 ABOVE THE BLOCK CHURCH IN THE NEXT CURVE ON THE SOUTH BOUND SIDE SHOULDER BREAKING OFF

5-RT 657/660 APPROXIMATELY 1000 FT FROM INTERSECTION ROAD BROKEN OFF NEAR ROLLING MEADOWS ROAD. WILL SCHEDULE FOR REPAIRS

6-RT 682 DEAD AND LIVE TREES HANGING OVER THE ROAD FIRST MILE FROM RT 609 AND BRUSH FROM FALLEN TREES LAYING ALONG THE ROADWAY NEAR THE TOP NEEDS TO BE REMOVED. REMOVAL PENDING NEW CONTRACTOR

7-RT-623 BOSTIC HOLLOW OFF MILLER CREEK ROAD BREAKING OFF AT A DRAIN PIPE IN A CURVE

8-RT 613 MOCCASIN VALLEY NEAR HOUSE 3951 ROAD BREAKING OFF. DEFLECTOR AND DELINATORS HAVE BEEN INSTALLED. WILL RIP RAP DITCH

9-RT 67 NEAR E. DILLION WATER STANDS IN ROAD DURING RAINS POSIBLE FIX IS TO CUT A WINDOW IN THE SHOULDER OR EMIMATE BERM

10-RT 67 DYE HILL A 40 FEET SECTION OF ROAD SINKING

11-RT 641 FROM RT 80 TO RT 67 A LOT OF POT HOLES

12- RT 82 ON RIVERVIEW TERRACE ROAD DRAIN PIPE PLUGGED

13-RT 637 JUST BEFORE OLD SKATING RINK LARGE POT HOLES

14-RT 19 NORTH NEAR SOULS HARBOR CHURCH ROAD SINKING. WILL MILL AND RESURFACE

15-RT 19 ROSEDALE NEAR GASFIELD DEAD TREE IN MEDIAN BLOCKING VIEW

16-RT 614 AT THE BLUFF NEEDS LINES PAINTED AND DEFLECTORS ROAD OFTEN FOGGY OR ICY

17-RT- 82 NEEDS DEER CROSSING SIGN FIRST HOUSE ON THE RIGHT PAST GLADE HOLLOW

18-RT- 19 N CURVE NEAR FIELDS TRAILOR PARK WAS PREVIOUSLY APPROVED TO BE TAKEN OUT. LATE 2025 THE CURVE WILL NOT BE TAKEN OUT BUT ADJUSTED

19-RT 67 S ¼ MILE FROM GARDENER SHOULDER BROKEN OFF

20-RT 58 W NEAR MILE MARKER 62.6 BUZZARDS ROOST THE STEEP CURVE NEEDS ATTENTION CHEVRONS ARE IN PLACE. POSSIBLE IMPROVEMENTS WOULD BE FLASHING CHEVRONS. OVER THE PAST SEVERAL WRECKS HAVE HAPPENED AT THIS SITE

21-RT 645 EAST OF NASH'S FORD BRIDGE SEVERAL POT HOLES

22-RT-640 NEEDS TWO CURVES SCALED BACK FIRST ONE APPROXIMATELY 1 ½ MILE FROM RT. 82 NEAR A WEEPING WILLOW ACROSS FROM TOMMY BREEDING HOUSE

23-SMOOTHS BRANCH ROAD A LARGE SECTION OF PAVEMENT BROKEN JUST BEFORE BARTON

24-CARTERTON ¼ MILE EAST OF CLINCH RIVER BRIDGE FOR APPROXIMATELY ONE MILE NEEDS TO BE RESURFACED

25-RT 82 CLEVELAND ROAD NEEDS REFELECTOR ON DOWN THE MOUNTAIN GUARD RAILS

26-RT 676 CLINCH MTN. ROAD ½ MILE OFF RT 19 ROAD SINKING DOWN

27-RT 19 S NEAR NOLAN STEVENS AT THE CROSS OVER ROAD HOLDING WATER

28-RT- 740 COPPER ROAD ENTIRE ROAD NEEDS TO BE RESURFACED. WILL REPAIR WORSE SPOTS

29-RT- 657 GREEN VALLEY NEAR SHAW ST. ROAD SINKING DUE TO WATER LINE CROSSING THE ROAD

30-RT 745 SHOTGUN HOLLOW SEVERAL POT HOLES JUST OFF INTERSECTIONS

31-RT 676 LARGE POT HOLE ¼ MILE NEAR HANK AND TRISH FIELDS
32-RT 662 ROAD NEEDS WIDENED FROM ROUTE 80 TO SMOOCH BRANCH
33-RT 662 3 MILE FROM ROUTE 80 DRAIN PIPE PLUGGED

-

SCHOOL BUS SAFETY AND OTHER CONCERNS

1-RT 58 WEST NEAR MILE MARKER 59.8 AT THE TURN OFF NO PARKING SIGN MISSING STATING EXCEPT FOR TRUCKERS CHECKING BRAKES
2-RT 67 RAILROAD CROSSING RUTTING OUT
3- RT 611 JOHNSON SETTLEMENT REQUEST SPEED LIMIT SIGNS

1TEMS REPORTED CORRECTED
1-RT 19 WEIGH STATION GUARD RAIL REPAIRED
2-RT 82 AT SPRING CITY GUARD RAIL REPAIRED
3-RT 19 N HUFFMAN HILL END CAP REPLACED
4 RT 19 N /RT 643 AT BELFAST ELEMENTARY GUARD RAIL RPAIRED
5-RT 19 N HUFFMAN HILL PASSING LANE REPAIRED NEAT VICTORY BAPTIST
6-RT 824 TUMBEZ PLANS TO PAVE AND REBUILD IN 2024
7-RT 661 ARRIP ROAD/NEW GARDEN SHOULDER REPAIRED
8- RT 58 E NEAR MILE MARKER 67.4 POT HOLES REPAIRED
9- RT 71 S POT HOLE REPAIRED NEAR HOUSE #7406
10-RT 19 N NEAR SOULS HARBOR POT HOLE REPAIRED

FUTURE SUGGESTED MAJOR SAFETY PROJECTS

1-RT 627 DANTE SAWMILL HOLLOW ROAD NARROWS TO ONE LANE NEEDS TO BE WIDENED JUST ACROSS THE RR TRACKS.
2-Rt. 80 FROM THE DOUBLES TO RT.19 NEEDS A PASSING LANE INSTALLED. SMART SCALE PROJECT. **NEEDS TO BE INITIATED BY THE COUNTY**
3-ARTRIP RD. ½ MILE FROM CLEVELAND BRIDGE BANK NEEDS TO BE TAKEN OFF TO WIDEN ROADWAY. **WILL REVIEW WITH RESIDENCY TWO DIFFERENT PROPERTY OWNERS**
4-RT 667 CENTURY FARM RD. FIRST INTERSECTION NEEDS TO BE WIDENED HAVE HAD SEVERAL WRECKS POSSIBLE REVENUE SHARING PROJECT
5-RT 651 HUBBARD TOWN ROAD INTERSECTION ONTO NEW GARDEN ROAD NEEDS TO BE WIDENED A BLIND SPOT IN THE CURVE. TWO CRASHES IN THE LAST TWO YEARS POSSIBIBLY SCALE BACK THE BANK
6-RT 684 OFF ROUTE 65 ROAD NEEDS TO BE WIDENED ESPECIALLY ON THE LOWER END UP TO THE CHURCH

<u>UNDERLINED AND BOLD COMMENTS FROM HENRY KINCER</u>

COMMISIOM MEMBER INFROMATION

BARBARA COX	971 1502	JOHNNY JESSEE	701 6780
LINDA CROSS	794 7618	TIM LOVELACE	971 0367
GARY DOTSON	7 62 9803	TONY MAXFIELD	254 2492
EUGENE FERGUSON	210 8504	MIKE O'QUINN	701 7086
CARL RHEA	254 3810	HENRY STINSON	873 4905
HENRY KINCER	889 7601	BILL WATSON	794 1021

NEXT MEETING WILL BE MAY 9TH 2023 WE THANK ALL WHO ARE INVOLVED IN KEEPING OUR ROADWAYS SAFE AND OUR GUEST PARTICAPTION

SAFETY IS A COMMITMENT!!!!!!!!!! PREPARED BY GARY DOTSON

Library Board of Trustees Meeting

Members Present		Members Absent
Judy Ashbrook		Bob Breimann Yvonne Dye Kim Fife
Susan Breeding	Sherry Lyttle	Ann Monk
Karen Davis	Sharon Van Dyke	Sharon Sargent

Chair Karen Davis called the meeting to order 21 March 2023 at 5:22 pm.

Sharon Van Dyke moved & Sherry Lyttle seconded a motion to approve the agenda as distributed.

Minutes: Susan Breeding moved and Judy Ashbrook seconded a motion to approve the February minutes as distributed; motion passed.

Financial: Susan moved and Judy seconded a motion to approve the bills; motion passed.

Staff Reports: Kelly reviewed the staff & director's reports.

Tabled Business:

Old Business:

New Business:

Review & Summary:

Next meeting: 18 April 2023

Sharon moved and Susan seconded a motion to adjourn; motion passed.

Respectfully submitted, Kelly McBride Delph

CUMBERLAND PLATEAU RWMA:

Mr. Toby F. Edwards, Executive Director

BUCHANAN COUNTY:

Mr. Jeff Cooper
Mr. Tim Hess

DICKENSON COUNTY:

Mr. Damon Rasnick
Mr. Ronald Peters

RUSSELL COUNTY:

Mr. Carl Rhea
Mr. Tim Lovelace

Agenda

I. ***April 20, 2023 CPRWMA Board of Directors Roll Call for Quorum.***

II. **a) Approval of Minutes of the March 31, 2023 meeting.....1**

Motion:_____Seconded:_____

b) Approval of Straw Poll to Advertise Disposal and Transportation.....Board

III. Administrative Business

a) Review CPRWMA Waste Stream Report March 2023.....5

b) Approval of the Treasurer's Report for the month of March 2023.....13

Motion:_____ Seconded:_____

c) CPRWMA Attorney's Report for March 2023.....Report

d) Litter and Recycling Report.....Toby

IV. Old Business

- Solid Waste Disposal and Transportation RFP's

V. New Business

VI. Correspondence/Public Comment

VII. Adjournment and Next Meeting.

Chair or Vice Chair conducting the meeting:_____
Motion:_____ Seconded:_____
Minutes submitted by: Tim Hess and Saundra Honaker

137 Highland Drive / P. O. Box 386 Lebanon, VA 24266
Phone 276-833-5403 Email tobyedwards@bvu.net
www.cprwma.com

RECYCLED PAPER

CUMBERLAND PLATEAU RWMA:

Mr. Toby F. Edwards, Executive Director

BUCHANAN COUNTY:

Mr. Jeff Cooper
Mr. Tim Hess

DICKENSON COUNTY:

Mr. Damon Rasnick
Mr. Ronald Peters

RUSSELL COUNTY:

Mr. Carl Rhea
Mr. Tim Lovelace

Cumberland Plateau Regional Waste Management Authority

Monthly Board Meeting Minutes
March 31, 2023

Members Present:
Carl Rhea, Chairman
Ron Peters, Vice Chairman
Tim Hess, Secretary/Treasurer
Tim Lovelace
Jeff Cooper
Damon Rasnick

Others Present:
Toby Edwards, Director
R.J. Thornbury, Legal Counsel
Phillip Justice, Legal Counsel
Saundra Honaker, Finance Officer & Spouse
Steven Clark, Waste Management
Brandon Monroe, CEI Hauler
Danny Davis, BC Transfer
Benji Looney, BC Transfer
Larry Barton, DC County Administrator
Michael Shields, DC Transfer
Chad Short, RC Transfer
Brian Ferguson, RC Transfer
Buck Statzer, RC Transfer
Lonzo Lester, RC County Administrator
Kenneth Dunford & Guest from Tazewell Co.

CALL TO ORDER: Chairman, Carl Rhea, called the March 31, 2023, meeting of the Board of Directors to order at 5:42 PM in Lebanon, VA. The Pledge of Allegiance and prayer were given.

QUORUM: A quorum was established.

AMENDMENT TO AGENDA: A motion was made by Tim Lovelace and seconded by Damon Rasnick to amend the agenda as follows:

Add to New Business: #1: Lawn mower purchase for Russell County
#2: Request from Scott County

Motion was ratified, voting as follows:

Carl Rhea – Aye
Tim Hess– Aye
Ron Peters – Aye
Damon Rasnick – Aye
Tim Lovelace – Aye
Jeff Cooper – Absent

APPROVAL OF MINUTES: The minutes of the February 16, 2023, monthly meeting of the Board of Directors was presented for consideration. A motion was made by Damon Rasnick

and seconded by Ron Peters to approve the minutes as presented. Motion was ratified, voting as follows:

Carl Rhea – Aye	Damon Rasnick – Aye
Tim Hess– Aye	Tim Lovelace – Aye
Ron Peters – Aye	Jeff Cooper – Absent

ADMINISTRATIVE BUSINESS

WASTE STREAM REPORTS – February 2023: Toby Edwards reviewed the waste stream reports. They are normal for this time of year.

TREASURER'S REPORT – February 2023: Tim Hess presented the CPRWMA Treasurer's Report, reporting the total cash balance was $141,309.34 at the end of February. A motion to approve the report as presented was made by Ron Peters and seconded by Damon Rasnick. Motion was ratified, voting as follows:

Carl Rhea – Aye	Damon Rasnick – Aye
Tim Hess– Aye	Tim Lovelace – Aye
Ron Peters – Aye	Jeff Cooper – Absent

CPRWMA ATTORNEY'S REPORT – February 2023 Attorney, Rebecca Thornbury, stated that she has been working on the finalization of the User Agreements, Manpower Agreements, and RFP's.

LITTER AND RECYCLING REPORT: Toby reviewed the dates for the Environmental Day for each county and flyers were included in the Agenda packet. Everyone was asked to post them in their respective counties. Buchanan and Dickenson Counties have new litter officers. They were commended for their work since taking the position. Larry Barton, Dickenson County Administrator stated that the 1st Friday of each month has been set aside for clean-up in specific areas.

OLD BUSINESS

SIGNED USERS AGREEMENT AND MANPOWER AGREEMENTS: The signed agreements for all three counties are included in the Agenda packet.

RUSSELL COUNTY PURCHASE OF LAWN MOWER: A motion was made by Tim Hess and seconded by Ron Peters to purchase a lawn mower for Russell County and to add the cost to next month's tipping/haul bill to be reimbursed by Russell County. Motion was ratified, voting as follows:

Carl Rhea – Aye	Damon Rasnick – Aye
Tim Hess– Aye	Tim Lovelace – Aye
Ron Peters – Aye	Jeff Cooper – Absent

SCOTT COUNTY'S REQUEST TO BORROW A SPARE LOADER: No action was taken.

A motion was made by Ron Peters and seconded by Tim Hess to take a fifteen (15) minute recess. Motion was ratified, voting as follows:

Carl Rhea – Aye	Damon Rasnick – Aye
Tim Hess– Aye	Tim Lovelace – Aye
Ron Peters – Aye	Jeff Cooper – Absent

Jeff Cooper arrived during the recess.

A motion was made by Damon Rasnick and seconded by Ron Peters to enter closed meeting pursuant to Section 2.2-3711(A)(29) of the Code of Virginia to discuss public contracts and that Toby Edwards, Saundra Honaker, Rebecca Thornbury, Phillip Justice, Larry Barton, and Lonzo Lester attend, as they are deemed necessary and would aid the Board in their consideration. Motion was ratified, voting as follows:

Carl Rhea – Aye	Damon Rasnick – Aye
Tim Hess– Aye	Tim Lovelace – Aye
Ron Peters – Aye	Jeff Cooper – Aye

A motion was made to reconvene in open session by Tim Hess and seconded by Ron Peters. Motion was ratified, voting as follows:

Carl Rhea – Aye	Damon Rasnick – Aye
Tim Hess– Aye	Tim Lovelace – Aye
Ron Peters – Aye	Jeff Cooper – Aye

Motion was made by Tim Lovelace and seconded by Ron Peters that the Board certify that only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed session were heard, discussed, or considered during the closed session pursuant to Section 2.2-3712 of the Code of Virginia. Motion was ratified, roll call voting as follows:

Carl Rhea – Aye	Damon Rasnick – Aye
Tim Hess– Aye	Tim Lovelace – Aye
Ron Peters – Aye	Jeff Cooper – Aye

SOLID WASTE DISPOSAL AND TRANSPORTATION RFP'S: A motion was made by Jeff Cooper and seconded by Carl Rhea to reject all Solid Waste Disposal and Transportation RFP's received on this date. Motion was ratified, voting as follows:

Carl Rhea – Aye	Damon Rasnick – Aye
Tim Hess– Aye	Tim Lovelace – Aye
Ron Peters – Aye	Jeff Cooper – Aye

A motion was made by Jeff Cooper and seconded by Ron Peters to authorize the director, Toby Edwards, to re-advertise for RFP's with the same criteria as before. They are to be submitted by May 12th, 2023, at 2:00 PM. The RFP's will be reviewed at the regular board to be held on May 18, 2023. Motion was ratified, voting as follows:

Carl Rhea – Aye	Damon Rasnick – Aye
Tim Hess– Aye	Tim Lovelace – Aye
Ron Peters – Aye	Jeff Cooper – Aye

OFFICERS ELECTIONS: Past officers and board members were commended for their service during the past year.

Chairman: A motion was made by Damon Rasnick and seconded by Jeff Cooper to nominate Ron Peters for Chairman. Motion was ratified, voting as follows:

Carl Rhea – Aye	Damon Rasnick – Aye
Tim Hess– Aye	Tim Lovelace – Aye
Ron Peters – Abstain	Jeff Cooper – Aye

Vice Chairman: A motion was made by Jeff Cooper and seconded by Damon Rasnick to nominate Tim Hess for Vice Chairman. Motion was ratified, voting as follows:

Carl Rhea – Aye	Damon Rasnick – Aye
Tim Hess– Abstain	Tim Lovelace – Aye
Ron Peters – Aye	Jeff Cooper – Aye

Secretary/Treasurer: A motion was made by Tim Lovelace and seconded by Jeff Cooper to nominate Carl Rhea as Secretary/Treasurer. Motion was ratified, voting as follows:

Carl Rhea – Abstain	Damon Rasnick – Aye
Tim Hess– Aye	Tim Lovelace – Aye
Ron Peters – Aye	Jeff Cooper – Aye

New officers will become signers for checks at the First Bank and Trust. Ron Peters took the gavel as Chairman and continued the meeting.

CORRESPONDENCE/PUBLIC COMMENT

2021 VA DEQ RECYCLING REPORT APPROVAL: The report is included in the Agenda packet for the Board's review

ADJOURNMENT AND NEXT MEETING

A motion was made by Tim Lovelace and seconded by Carl Rhea to have the next meeting on Thursday, April 20, 2023 at 5:30 PM at the Peking Restaurant in Grundy, VA and to adjourn the meeting at 7:40 PM. Motion was ratified, voting as follows:

Carl Rhea – Aye	Damon Rasnick – Aye
Tim Hess– Aye	Tim Lovelace – Aye
Ron Peters – Aye	Jeff Cooper – Aye

_____ _____

Secretary/Treasurer Date

tobyedwards@bvu.net

From: rpeters@dickensonva.org
Sent: Wednesday, April 5, 2023 2:46 PM
To: Toby Edwards
Subject: Re: Straw Poll on RFP due date.

I'm good with it

Sent from my iPhone

On Apr 4, 2023, at 9:01 PM, Toby Edwards <tobyedwards@bvu.net> wrote:

Dear Waste Authority Board of Directors,

I hope this email finds each of you doing well.

Tonight Rebecca and I have been discussing the RFP and the new proposal due date.

With that in mind, I'm respectively requesting that we set the RFP's due date to Thursday April 27, 2023 at 2:00 pm. At our previous meeting, it was rescheduled to May 12th. I feel this is exceeding the needed time to advertise. Please let me remind the board that many things need to be presented to the member counties boards of Supervisors for approval, the member counties are currently in the process of doing their budgets and our Articles of Incorporation require us to get each counties approval. In addition our goal was to hopefully have numbers the member counties can use to put their respective budget together.

Again I'm requesting a straw poll that the due date for proposal be set for **April 27, 2023 no later than 2:00 pm.**

As always please reply with your Yea or Nay to **Only** me.

I need your vote by Friday in order to get in the three newspapers.

Thank you for your consideration.

Sincerely,

Toby F. Edwards, MsED.
Executive Director
Cumberland Plateau Regional Waste Management Authority
135 Highland Dr, Suite C
Lebanon, VA 24266
Office 276-883-5403
Mobile 276-698-9414
Website: www.cprwma.com

tobyedwards@bvu.net

From: Jeff Cooper <jscooper@dgoc.com>
Sent: Wednesday, April 5, 2023 8:30 AM
To: Toby Edwards
Subject: RE: Straw Poll on RFP due date.

yeah

From: Toby Edwards <tobyedwards@bvu.net>
Sent: Tuesday, April 4, 2023 9:02 PM
To: Ron Peters <rpeters@dickensonva.org>; tim hess <timwhess@hotmail.com>; carl.rhea <carl.rhea@russellcountyva.us>; Tim Lovelace <tlovelace@russell.k12.va.us>; Jeff Cooper <jscooper@dgoc.com>; Damon Rasnick <drasnick51@hotmail.com>
Cc: rjtjlo@gmail.com; Saundra Honaker <honaker76@gmail.com>
Subject: Straw Poll on RFP due date.

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Toby F. Edwards, MsED.
Executive Director
Cumberland Plateau Regional Waste Management Authority
135 Highland Dr, Suite C
Lebanon, VA 24266
Office 276-883-5403
Mobile 276-698-9414
Website: www.cprwma.com

tobyedwards@bvu.net

From: Damon Rasnick <drasnick51@hotmail.com>
Sent: Wednesday, April 5, 2023 7:07 AM
To: Toby Edwards
Subject: Re: Straw Poll on RFP due date.

Yea!

From: Toby Edwards <tobyedwards@bvu.net>
Sent: Tuesday, April 4, 2023 9:01 PM
To: Ron Peters <rpeters@dickensonva.org>; tim hess <timwhess@hotmail.com>; carl.rhea <carl.rhea@russellcountyva.us>; Tim Lovelace <tlovelace@russell.k12.va.us>; Jeff Cooper <Jscooper@dgoc.com>; Damon Rasnick <drasnick51@hotmail.com>
Cc: rjtjlo@gmail.com <rjtjlo@gmail.com>; Saundra Honaker <honaker76@gmail.com>
Subject: Straw Poll on RFP due date.

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As always please reply with your Yea or Nay to **Only** me.

I need your vote by Friday in order to get in the three newspapers.

Thank you for your consideration.

Sincerely,

Toby F. Edwards, MsED.
Executive Director
Cumberland Plateau Regional Waste Management Authority
135 Highland Dr, Suite C
Lebanon, VA 24266
Office 276-883-5403
Mobile 276-698-9414
Website: www.cprwma.com

tobyedwards@bvu.net

From: Tim Lovelace <tlovelace@russell.k12.va.us>
Sent: Tuesday, April 4, 2023 9:16 PM
To: Toby Edwards
Subject: Re: Straw Poll on RFP due date.

Yes

Sent from my iPhone

On Apr 4, 2023, at 9:01 PM, Toby Edwards <tobyedwards@bvu.net> wrote:

Dear Waste Authority Board of Directors,

I hope this email finds each of you doing well.

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Mobile 276-698-9414
Website: www.cprwma.com

tobyedwards@bvu.net

From: Carl Rhea <carl.rhea@russellcountyva.us>
Sent: Tuesday, April 4, 2023 9:12 PM
To: Toby Edwards
Subject: Re: Straw Poll on RFP due date.

Yes

On Tue, Apr 4, 2023, 9:01 PM Toby Edwards <tobyedwards@bvu.net> wrote:

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Mobile 276-698-9414
Website: www.cprwma.com

tobyedwards@bvu.net

From: tim hess <timwhess@hotmail.com>
Sent: Tuesday, April 4, 2023 9:11 PM
To: Toby Edwards
Subject: Re: Straw Poll on RFP due date.

Yes

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Toby Edwards <tobyedwards@bvu.net>
Sent: Tuesday, April 4, 2023 9:01:55 PM
To: Ron Peters <rpeters@dickensonva.org>; tim hess <timwhess@hotmail.com>; carl.rhea <carl.rhea@russellcountyva.us>; Tim Lovelace <tlovelace@russell.k12.va.us>; Jeff Cooper <Jscooper@dgoc.com>; Damon Rasnick <drasnick51@hotmail.com>
Cc: rjtjlo@gmail.com <rjtjlo@gmail.com>; Saundra Honaker <honaker76@gmail.com>
Subject: Straw Poll on RFP due date.

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Office 276-883-5403
Mobile 276-698-9414

Cumberland Plateau Regional Waste Management Authority
Waste Stream Analysis
Period: January 1, 2023 to December 30th, 2023

Buchanan County

Waste Material(s)	Jan 2023	Feb 2023	March 2023	April 2023	May 2023	June 2023	July 2023	August 2023	Sept 2023	Oct-23	Nov 2023	Dec 2023	Totals Tons All Months	Average (Per Month) Tonnage
Household	1,009.59	932.86	1,090.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,033.12	
Commercial	198.66	116.90	175.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	491.20	
Construction Debris	89.44	91.25	198.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	378.72	
Yard/Ash Waste	42.95	99.99	330.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	473.33	
Mine Waste	285.11	271.80	381.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	938.60	
Industrial Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Roofing Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Tires	36.32	29.75	26.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	92.29	
White Goods	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Litter Pick-up	1.90	1.23	3.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.09	
Illegal Dumps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Carcass	0.13	0.14	0.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.72	
Storm Debris	34.72	174.60	153.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	363.01	
Totals	1,698.82	1,718.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,778.08	1,708.67
Town of Grundy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		

Dickenson County

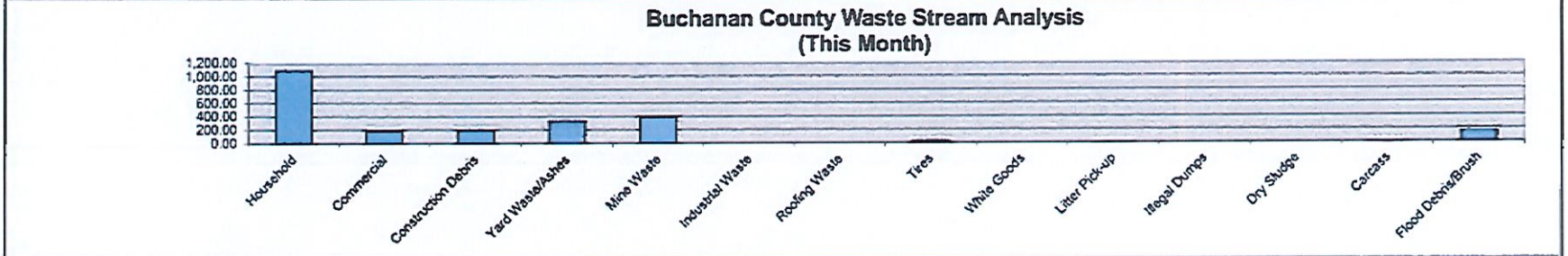
Waste Material(s)	Jan 2023	Feb 2023	March 2023	April 2023	May 2023	June 2023	July 2023	August 2023	Sept 2023	Oct 2023	Nov 2023	Dec 2023	Totals from all Columns	Average (Per Month) Tonnage
Household	584.57	543.21	618.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,745.84	
Commercial	158.36	141.68	154.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	454.71	
Construction Debris	92.38	39.20	21.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	153.56	
Yard Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Mine Waste	263.48	236.44	260.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	760.85	
Industrial Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Roofing Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Tires	16.56	17.33	26.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.63	
Storm Debris	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Carcass	0.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.07	
Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Mulch	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Illegal Dumps/Cleanups	1.08	0.00	7.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.76	
Totals	1,116.50	977.86	1,090.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,184.42	1,061.47
Town of Clintwood	0.00											0.00		

Russell County

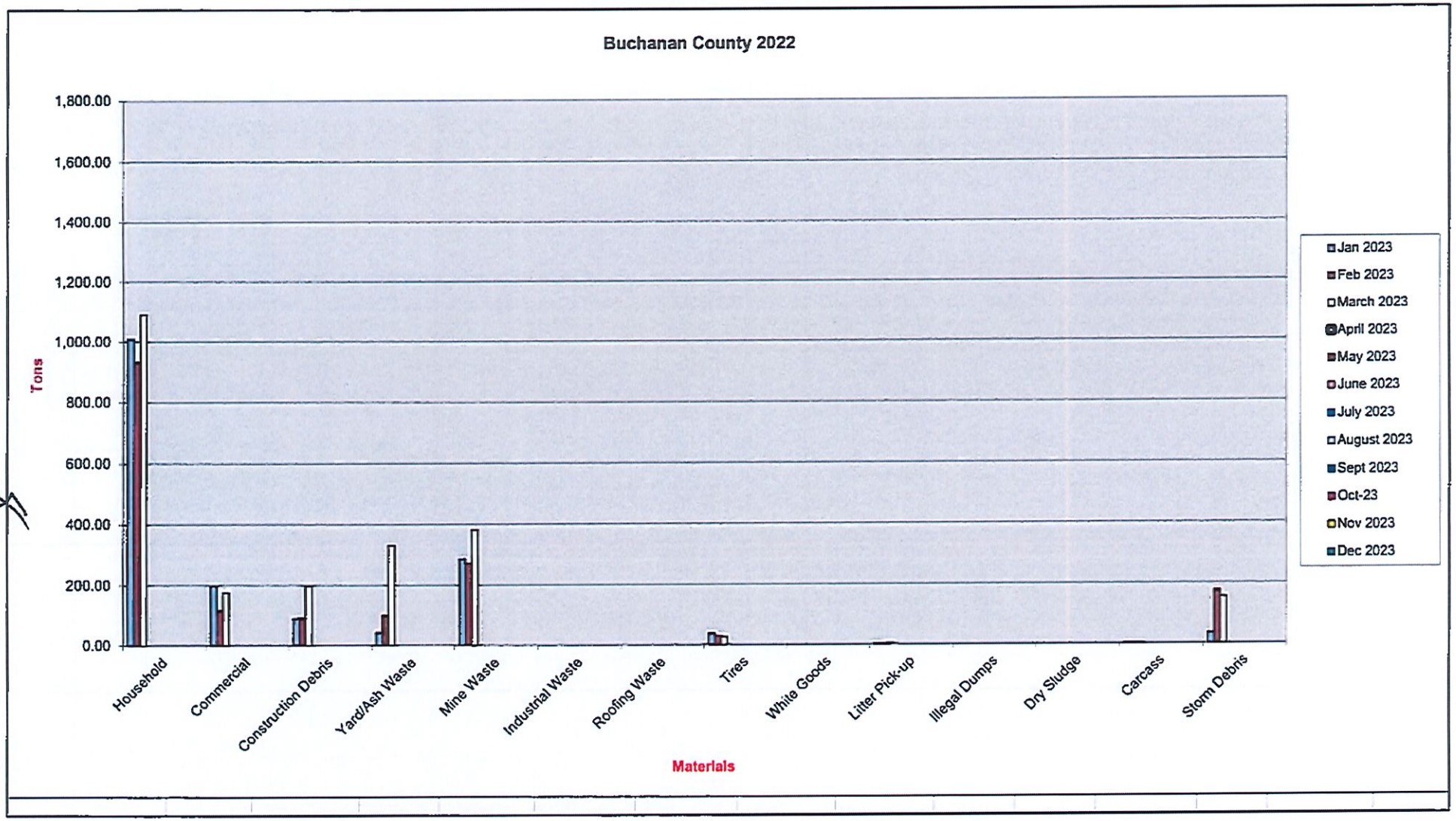
Waste Material(s)	Jan 2023	Feb 2023	March 2023	April 2023	May 2023	June 2023	July 2023	August 2023	Sept 2023	Oct 2023	Nov 2023	Dec 2023	Totals from all Columns	Average (Per Month) Tonnage
Household	1,237.31	1,119.52	1,314.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,671.44	
Commercial	140.89	104.19	154.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	399.47	
Construction Debris	118.86	60.64	96.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	276.46	
Yard/Ash Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Mine Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Industrial Waste	27.30	27.90	26.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	82.05	
Roofing Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Tires	15.15	18.62	32.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.83	
White Goods	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Pallates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Contaminated Recycle	14.75	4.62	11.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.01	
Illegal Dumpsite	1.36	0.54	4.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.23	
Storm Debris	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Carcass	0.58	1.10	2.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.19	
Totals	1,556.20	1,337.13	1,643.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,536.68	1,512.23
Town of Lebanon			0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00		
Town of Honaker											0.00	0.00		
Town of Cleveland			0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00		
											Total FY 2023		13,499.18	

Buchanan County Waste Stream Analysis
Period: March 1, 2023 to March 31, 2023

Name of Waste Material	This Month (Tons)	Last Month (Tons)	2022 (Tons)	2021 (Tons)	2020 (Tons)	2019 (Tons)	2018 (Tons)	2017 (Tons)	2016 (Tons)	2015 (Tons)	2014 (Tons)	2013 (Tons)	2012 (Tons)	2011 (Tons)	2010 (Tons)	2009 (Tons)	2008 (Tons)	2007 (Tons)	2006 (Tons)
Household	1,090.67	932.86	1,076.01	1,233.92	1,234.88	1,060.91	1,091.00	1,109.33	1,165.51	1,135.83	1,108.79	1,086.09	1,103.48	1,237.37	1,256.56	1,286.50	1,268.72	1,208.02	1,219.30
Commercial	175.64	116.90	175.18	238.26	337.85	124.22	85.94	72.54	122.72	101.83	261.24	232.32	663.32	374.14	148.65	169.17	139.08	144.69	112.40
Construction Debris	198.03	91.25	112.36	167.17	18.05	103.60	158.88	30.60	10.18	57.10	23.25	51.16	41.82	47.19	14.58	82.82	37.63	34.92	56.74
Yard Waste/Ashes	330.39	59.99	62.89	0.00	0.00	0.00	0.07	0.98	6.37	1.42	3.45	0.00	17.02	45.27	47.98	1.70	0.00	0.00	0.00
Mine Waste	381.69	271.80	303.72	565.89	409.49	612.05	337.02	104.26	137.70	134.67	203.11	448.14	243.99	506.45	396.45	175.23	110.34	191.66	211.88
Industrial Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Roofing Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.35	4.07	2.42	3.09	1.13	0.00	0.00	0.00	0.00	0.00	17.04	13.33
Tires	28.22	29.75	39.82	41.58	5.29	12.30	9.68	13.41	26.39	22.69	20.62	21.32	23.24	41.77	17.01	52.20	16.55	28.08	24.71
White Goods	0.00	0.00	0.53	0.00	11.26	0.00	0.00	0.00	0.00	0.00	0.87	0.45	0.00	0.22	0.00	0.00	11.51	14.54	1.64
Litter Pick-up	3.96	1.23	2.09	13.14	2.31	7.60	4.97	7.90	9.88	9.47	9.59	6.18	13.14	14.37	12.00	19.59	17.01	9.08	21.10
Illegal Dumps	0.00	0.00	0.00	0.00	0.00	0.00	9.94	0.00	0.00	0.00	0.21	0.19	0.11	2.33	4.31	13.95	5.33	8.14	10.20
Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.73
Carcass	0.45	0.14	0.06	0.12	0.39	0.48	0.85	0.44	0.42	0.25	6.42	0.12	0.25	0.05	0.13	0.09	0.14	13.28	0.00
Flood Debris/Brush	153.69	174.60	86.64	40.68	12.45	77.98	66.59	45.89	27.15	6.17	0.00	0.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	2,360.74	1,718.52	1,859.30	2,300.76	2,031.97	1,999.14	1,764.94	1,391.70	1,510.39	1,471.85	1,640.64	1,847.74	2,106.37	2,269.17	1,897.67	1,801.25	1,606.31	1,669.45	1,673.03

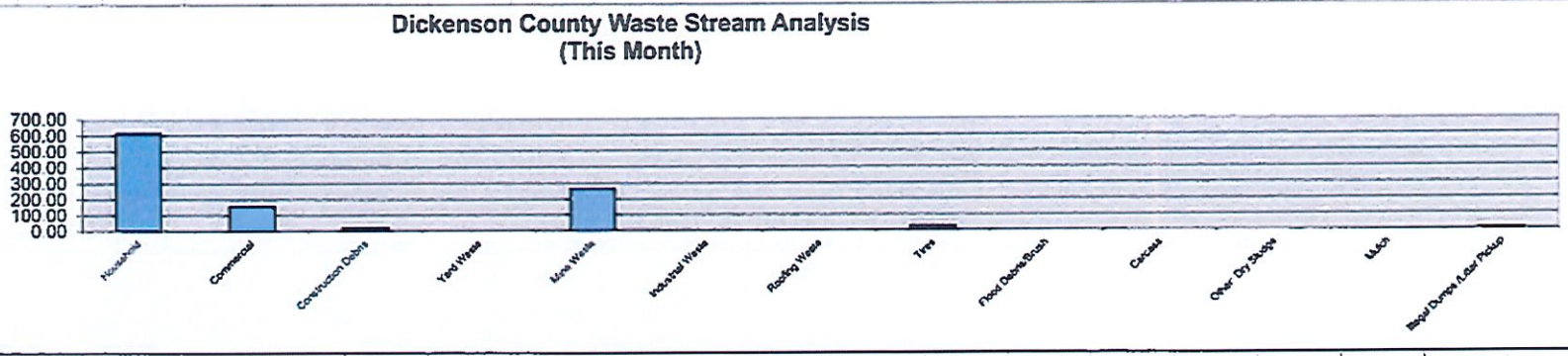


Total Tonnage includes the following towns:	
Grundy	0


Buchanan County 2022
1,800.00
1,600.00
1,400.00
1,200.00
1,000.00
800.00
600.00
400.00
200.00
0.00
Tons
Household
Commercial
Construction Debris
Yard/Ash Waste
Mine Waste
Industrial Waste
Roofing Waste
Tires
White Goods
Litter Pick-up
Illegal Dumps
Dry Sludge
Carcass
Storm Debris
Materials
Jan 2023
Feb 2023
March 2023
April 2023
May 2023
June 2023
July 2023
August 2023
Sept 2023
Oct-23
Nov 2023
Dec 2023

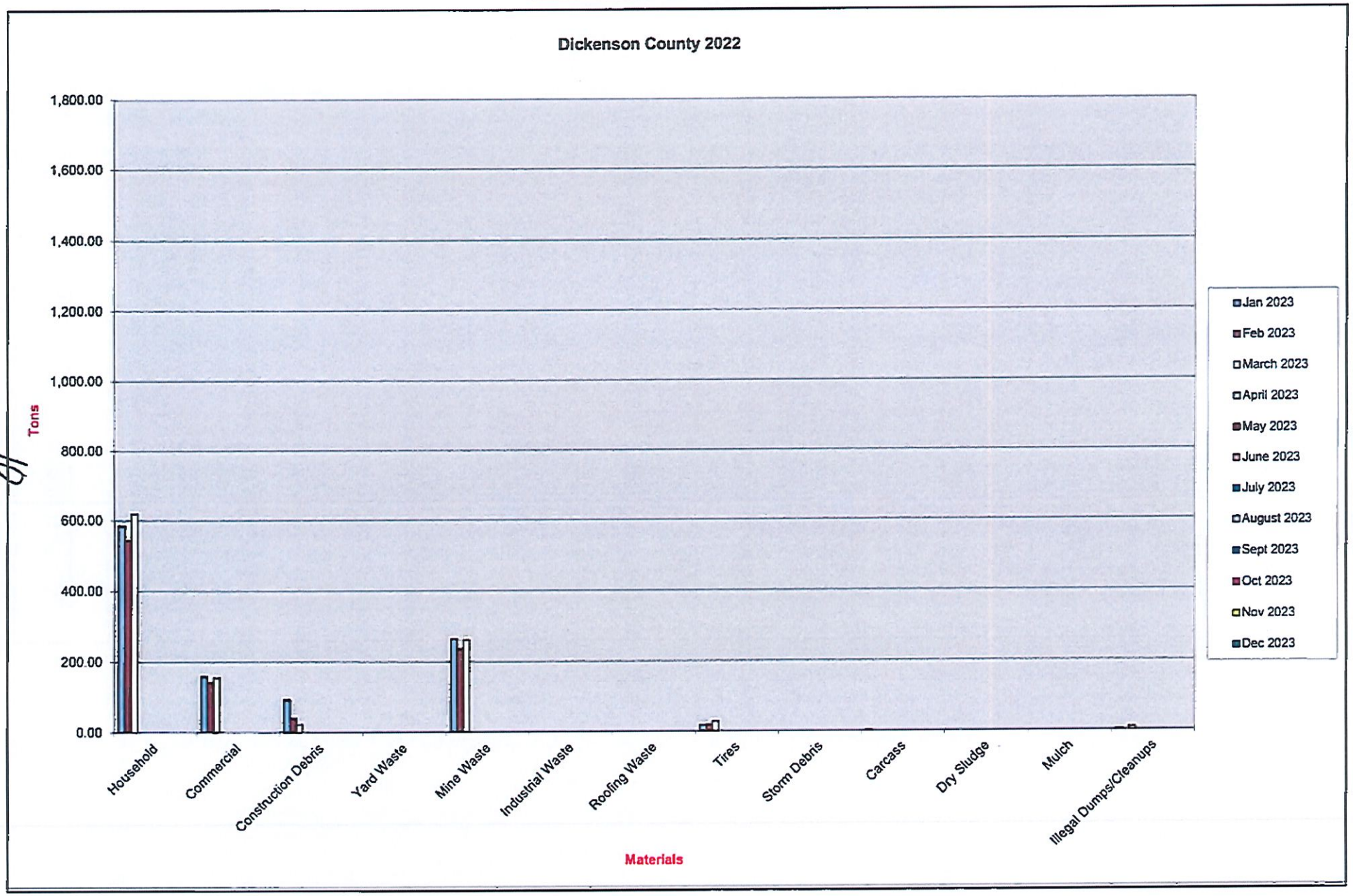
Dickenson County Waste Stream Analysis
Period: March 1, 2023 to March 31, 2023

Name of Waste Material	This Month (Tons)	Last Month (Tons)	2022 (Tons)	2021 (Tons)	2020 (Tons)	2019 (Tons)	2018 (Tons)	2017 (Tons)	2016 (Tons)	2015 (Tons)	2014 (Tons)	2013 (Tons)	2012 (Tons)	2011 (Tons)	2010 (Tons)	2009 (Tons)	2008 (Tons)	2007 (Tons)	2006 (Tons)
Household	618.06	543.21	660.06	730.97	692.43	613.45	603.16	615.58	648.37	720.07	616.81	627.69	656.23	757.20	773.11	764.03	760.29	743.49	723.20
Commercial	154.87	141.68	143.02	135.82	167.44	102.48	48.03	48.31	25.85	120.59	50.35	33.69	36.92	53.78	316.27	168.87	28.29	3.80	3.86
Construction Debris	21.98	39.20	23.28	25.41	37.17	33.80	11.90	0.48	3.17	32.85	62.39	11.20	12.80	24.61	11.38	10.85	76.68	29.06	28.45
Yard Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.96	0.00	0.00	0.00	0.00	0.00	0.00	2.26	27.78	0.81	102.34
Mine Waste	260.93	236.44	252.84	231.36	240.01	208.81	187.45	174.35	115.30	22.38	313.31	503.12	303.58	276.60	0.00	63.37	182.45	118.78	67.08
Industrial Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Roofing Waste	0.00	0.00	0.00	0.00	0.00	14.45	0.00	0.61	6.07	2.82	6.97	2.01	19.01	0.00	5.21	2.29	12.46	4.28	11.21
Tires	26.74	17.33	14.54	31.80	11.13	13.17	5.71	6.92	11.19	7.67	10.14	16.49	24.94	17.38	17.89	10.28	17.01	18.55	5.26
Flood Debris/Brush	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Carcass	0.00	0.00	0.00	0.00	0.00	0.31	4.22	0.70	1.21	0.55	0.80	1.05	1.72	1.96	2.18	2.42	1.59	1.79	1.67
Other: Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mulch	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Illegal Dumps /Litter Pickup	7.68	0.00	0.00	3.73	2.60	1.32	1.66	0.00	0.00	2.68	0.00	0.00	0.92	0.00	0.00	0.00	0.00	0.00	0.00
															0.00				
	1,090.06	977.86	1,093.74	1,159.09	1,150.78	987.79	842.13	846.95	812.12	909.61	1,060.77	1,195.25	1,056.12	1,131.53	1,126.02	1,024.37	1,106.55	920.56	943.07



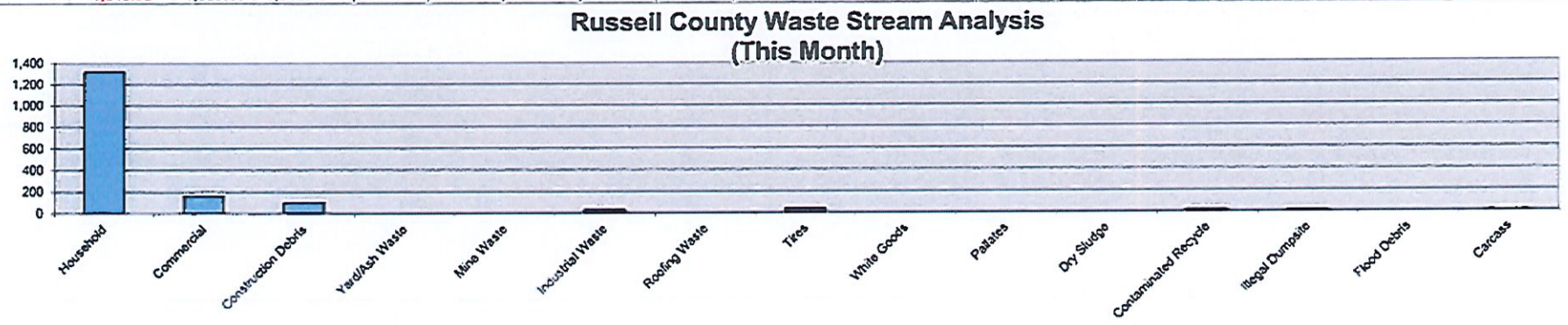
Total Tonnage includes the following towns:

Town of Clintwood	0

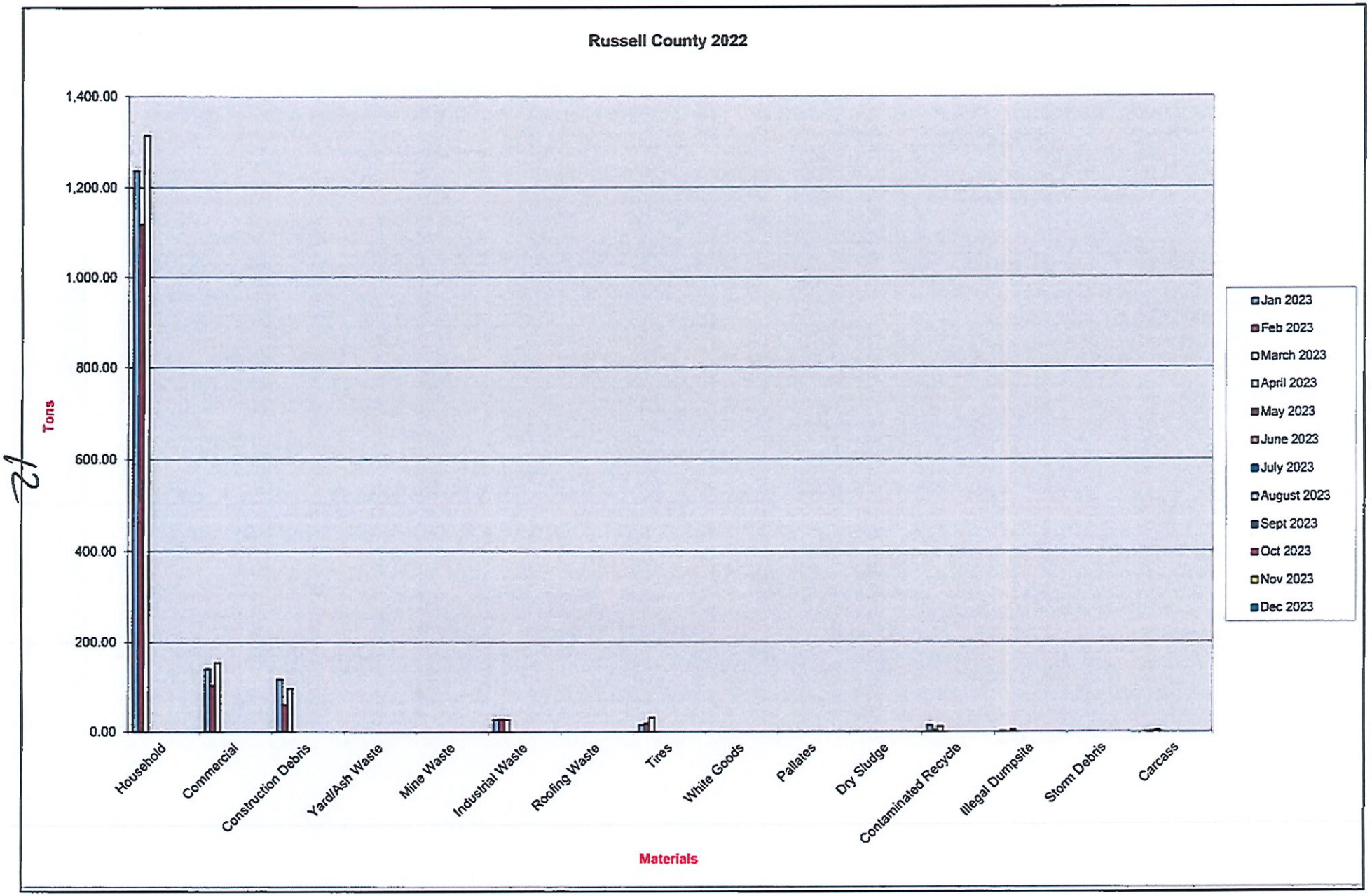

Dickenson County 2022
1,800.00
1,600.00
1,400.00
1,200.00
1,000.00
800.00
600.00
400.00
200.00
0.00
Tons
Household
Commercial
Construction Debris
Yard Waste
Mine Waste
Industrial Waste
Roofing Waste
Tires
Storm Debris
Carcass
Dry Sludge
Mulch
Illegal Dumps/Cleanups
Materials
Jan 2023
Feb 2023
March 2023
April 2023
May 2023
June 2023
July 2023
August 2023
Sept 2023
Oct 2023
Nov 2023
Dec 2023

Russell County Waste Stream Analysis
Period: March 1, 2023 to March 31, 2023

Name of Waste Material	This Month (Tons)	Last Month (Tons)	2022 (Tons)	2021 (Tons)	2020 (Tons)	2019 (Tons)	2018 (Tons)	2017 (Tons)	2016 (Tons)	2015 (Tons)	2014 (Tons)	2013 (Tons)	2012 (Tons)	2011 (Tons)	2010 (Tons)	2009 (Tons)	2008 (Tons)	2007 (Tons)	2006 (Tons)
Household	1,314.61	1,119.52	1,347.18	1,452.34	1,643.68	1,152.09	1,088.62	1,075.98	1,209.35	1,400.83	1,343.09	1,321.87	1,489.68	1,549.31	1,651.98	1,594.81	1,647.85	1,560.91	1,827.01
Commercial	154.39	104.19	143.86	128.56	125.08	121.01	166.86	120.44	142.64	177.29	125.25	128.25	155.51	280.21	303.75	218.24	211.01	229.07	234.09
Construction Debris	96.96	60.64	82.61	113.81	78.75	45.16	48.05	40.46	52.11	26.99	45.24	79.44	39.37	101.16	154.70	176.56	146.51	91.42	67.71
Yard/Ash Waste	0.00	0.00	0.00	0.00	0.00	43.54	37.07	13.71	5.19	9.03	2.52	53.01	118.84	26.80	4.01	2.66	9.25	8.09	14.40
Mine Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26.20	23.68	31.93	0.00	0.00	0.00	0.00	2.30
Industrial Waste	26.85	27.90	34.42	36.86	28.14	23.43	27.27	33.85	10.92	9.32	7.81	7.84	7.66	12.03	10.83	22.71	55.69	90.64	70.23
Roofing Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	47.84	28.20
Tires	32.06	18.62	31.88	10.55	14.23	14.04	7.76	12.97	4.52	9.04	11.67	40.54	6.08	8.43	4.03	4.71	4.66	2.91	3.27
White Goods	0.00	0.00	0.00	9.31	0.00	0.09	0.49	1.40	8.62	5.31	0.00	0.00	4.49	2.39	8.07	10.13	1.46	5.64	3.95
Pallates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.91
Contaminated Recycle	11.64	4.62	4.84	0.00	0.00	0.00	3.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.76	0.00
Illegal Dumpsite	4.33	0.54	0.00	5.76	0.26	13.14	10.80	5.25	7.49	15.53	0.26	10.86	2.19	2.40	2.47	6.84	1.43	10.12	0.00
Flood Debris	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Carcass	2.51	1.10	0.61	0.88	1.87	1.59	1.02	1.55	1.71	1.86	1.69	1.54	0.45	2.69	0.23	2.08	2.35	1.42	1.27
	1,643.35	1,337.13	1,645.40	1,758.07	1,892.01	1,414.09	1,391.57	1,305.61	1,442.55	1,655.20	1,537.53	1,669.55	1,847.95	2,017.35	2,140.07	2,038.74	2,080.21	2,049.82	2,256.34



Total Tonnage includes the following towns:			
Lebanon	0	Honaker	0
Cleveland	0		


Russell County 2022
1,400.00
1,200.00
1,000.00
800.00
600.00
400.00
200.00
0.00
Tons
Household
Commercial
Construction Debris
Yard/Ash Waste
Mine Waste
Industrial Waste
Roofing Waste
Tires
White Goods
Pallates
Dry Sludge
Contaminated Recycle
Illegal Dumpsite
Storm Debris
Carcass
Materials
Jan 2023
Feb 2023
March 2023
April 2023
May 2023
June 2023
July 2023
August 2023
Sept 2023
Oct 2023
Nov 2023
Dec 2023

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Cumberland Plateau Regional Waste
Management Authority

Cash Flow Statement

March 2023

Cash Balance - February 28, 2023		141,309.34
Cash Received - Tipping Fees:		
Buchanan (Feb)	84,472.30	
Dickenson (Feb)	61,004.46	
Russell (Feb)	74,800.73	
Buchanan (Mar)	84,003.54	
		304,281.03
Interest		156.47
Cash Expenditures		
Cash Expenditures - March 2023		(227,768.85)
Cash Balance - March 31, 2023		217,977.99

Fund Balances:	
Capital Equip Replacement Fund	*165,510.00*
DEQ C/D	*44,249.96*

Total in Bank	**427,737.95**

Cumberland Plateau Regional
Check Register
For the Period From Mar 1, 2023 to Mar 31, 2023

Filter Criteria includes: Report order is by Check Number.

Check #	Date	Payee	Amount	
	3/4/23	Anthem HealthKeepers,	155.62	Toby Vision/Dental
	3/15/23	TAG Resources, LLC	257.25	Employee 401k
	3/31/23	TAG Resources, LLC	257.25	Employee 401k
	3/25/23	Anthem HealthKeepers,	1,463.18	Toby Health Insurance
14154	3/3/23	IGO Technology	99.85	BC Internet
14155	3/3/23	Bostic, Tucker & Co PC	8,000.00	CPA Audit
14156	3/3/23	Bizzack Construction LL	640.95	RC Sta Maint
14157	3/3/23	Dominion Office Product	163.08	DC Supplies
14158	3/3/23	Mansfield Oil Company	87.98	Vehicle Fuel
14159	3/3/23	Alderson Construction	613.00	RC Equip Maint $463
				BC Sta Maint $150
14160	3/3/23	Clintwood Lumber and S	20.74	DC Equip Maint
14161	3/3/23	Buchanan Co Board of S	1,526.00	BC Audit Overage
14162	3/3/23	Dickenson Co Board of S	1,526.00	DC Audit Overage
14163	3/3/23	Russell Co Board of Sup	1,526.00	RC Audit Overage
14164 (on-line)	3/3/23	Point Broadband	85.86	DC Phone
14165 (on-line)	3/3/23	Point Broadband	90.42	Office Phone
14166 (on-line)	3/3/23	Caterpillar Financial Ser	6,798.15	Note Payment
14167	3/3/23	The Dickenson Star	290.52	Advertisement for RFP
14168	3/3/23	Industrial Washer & Che	614.90	RC Supplies
14169	3/3/23	Buchanan County PSA	38.50	BC Utility
14170	3/16/23	First Bank & Trust	1,300.75	Bank Payment
14171	3/16/23	WM Corporate Services,	70,105.55	BC Feb/23 Tipping/Haul
14172	3/16/23	WM Corporate Services,	40,425.95	DC Feb/23 Tipping/Haul
14173	3/16/23	WM Corporate Services,	50,312.80	RC Feb/23 Tipping/Haul
14174	3/16/23	Crystal Springs	10.99	RC Supplies
14175	3/16/23	Unifirst Corporation	568.94	Uniforms
14176	3/16/23	Wise Glass & Mirror Inc	1,944.00	BC Equip Maint
14177	3/16/23	Warranty 1 Power Produ	1,601.68	DC Equip Maint
14178	3/16/23	Industrial Development A	200.00	Office Rent Apr/23
14179	3/16/23	Honaker Solutions, LLC	840.00	Accounting Mar/23
14180 (on-line)	3/16/23	Point Broadband	87.83	RC jPhone
14181 (on-line)	3/16/23	Card Services Center	696.38	DC Utility (PSA) $44.02
				BC Utility (PSA) $40.50
				BC Internet (IGO) $99.85
				Board Meeting (Pat's) $392.17
				BC/DC Supplies (Wal-Mart) $39.95 ea
				RC Supplies (Wal-Mart) $39.94
14182 (on-line)	3/16/23	Appalachian Power Corr	621.91	BC Electric
14183	3/31/23	Vansant Lumber Compa	214.20	BC Sta Maint
14184	3/31/23	Justice Law Office	1,538.27	Legal Feb/23
14185	3/31/23	Carter Machinery Compa	7,618.39	RC Equip Maint $3421.26
				BC Equip Maint $4197.13
14186 (on-line)	3/31/23	Point Broadband	85.86	DC Phone
14187 (on-line)	3/31/23	Point Broadband	90.42	Office Phone
14188	3/31/23	NXTGen Mobile Welding	650.00	BC Sta Maint
14189	3/31/23	Mansfield Oil Company	128.76	Vehicle Fuel
14190	3/31/23	Overhead Door Co of JC	3,389.00	RC Sta Maint
14191 (on-line)	3/31/23	Appalachian Power Corr	176.01	RC Electric
14192	3/31/23	Innovative Technology S	450.00	IT Support
14193	3/31/23	Central Scale, Inc.	913.75	RC Sta Maint
14194 (on-line)	3/31/23	Verizon	83.52	BC Phone
14195 (on-line)	3/31/23	Verizon	39.00	RC Phone
14196	3/31/23	IEH Auto Parts LLC	232.72	BC Supplies
14197 (on-line)	3/31/23	Appalachian Power Corr	413.42	DC Electric
14198	3/31/23	Free Service Tire	8,300.00	BC Equip Maint
14200	3/31/23	Pest Control Plus, Inc.	120.00	BC/DC/RC Sta Maint $40 ea
14201	3/31/23	Alderson Construction	440.00	BC Sta Maint
14202	3/31/23	Dominion Office Product	62.99	Office Supplies
14203	3/31/23	Meade Equipment	1,767.45	BC/DC/RC Equip Maint $589.15 ea
4.14.23	3/31/23	United States Treasury	1,937.52	Federal Withholding
4.25.23	3/31/23	VA Dept of Taxation	301.10	State Withholding
PR3123	3/1/23	Ronald E. Peters	184.70	Director Compensation
PR3123	3/1/23	Tim Lovelace	184.70	Director Compensation
PR3123	3/1/23	Jeffery S. Cooper	184.70	Director Compensation
PR3123	3/1/23	Timothy W. Hess	184.70	Director Compensation
PR3123	3/1/23	Damon Rasnick	184.70	Director Compensation
PR3123	3/1/23	Carl Rhea	184.70	Director Compensation
PR31523	3/15/23	Toby F. Edwards	2,368.12	Toby Payroll 1st Half
PR33123	3/30/23	Toby F. Edwards	2,368.12	Toby Payroll 2nd Half
Total			227,768.65	

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CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY
FY 2022-23 - OPERATING BUDGET & EXPENSE REPORT

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Expenditures Thru 3/31/2023	FY 2022-23 Budget	
Direct Expenses:												
Transport/Disposal	165,237.60	164,948.93	-	413,012.75	177,673.05	187,116.35	180,733.70	177,919.99	160,844.30	1,627,486.67	1,500,000.00	
Tire Recycling											10,000.00	
HHW Event										-	12,000.00	
Other Reimbursed Expenses				19,225.00			700.00				-	
Return to Counties from Audit									4,578.00	4,578.00		
	165,237.60	164,948.93	-	432,237.75	177,673.05	187,116.35	181,433.70	177,919.99	165,422.30	1,632,064.67	1,522,000.00	
Overhead Expenses:												
Debt Service - Loaders	6,798.15	6,798.15	6,798.15	6,798.15	6,798.15	6,798.15	6,798.15	6,798.15	6,798.15	61,183.35	81,577.92	75%
Other Disposal					127.70						2,000.00	6%
Utilities:										-		
Buchanan	316.61	569.85	51.10	282.96	397.45	468.81	680.08	960.46	700.91	4,428.25	6,000.00	74%
Dickenson	389.19	357.93	347.47	326.75	424.46	643.55	891.02	804.78	457.44	4,642.59	5,000.00	93%
Russell	174.95	240.20	240.89	81.84	561.34	434.08	919.04	943.20	176.01	3,771.55	6,000.00	63%
Supplies:										-		
Buchanan	131.79	117.81		88.13		529.42		24.99	272.67	1,164.81	2,500.00	47%
Dickenson	131.79	142.72				248.52		61.25	203.03	787.31	2,500.00	31%
Russell	181.97	213.05	54.42	203.79	341.10	261.69	72.33	79.56	50.93	1,458.84	2,500.00	58%
Fuel:										-		
Buchanan	24.45	2,722.49	64.32	3,644.90	85.82	85.82		3,801.58		10,429.38	8,000.00	130%
Dickenson		1,879.16		110.50		2,705.64	1,185.43	1,505.55		7,386.28	5,500.00	134%
Russell		2,618.87		2,696.90				3,205.52		8,521.29	8,000.00	107%
Telephone:												
Buchanan	191.63	283.28	86.82	390.38	290.53	182.56	191.49	183.37	283.22	2,083.28	2,340.69	89%
Dickenson	208.84	85.87		193.84	278.96		279.54		171.72	1,218.77	1,940.69	63%
Russell	327.90	117.17	132.17	144.63	319.70	123.95	232.90	126.83	126.83	1,652.08	2,840.70	58%
Station Maintenance/Improvements:												
Buchanan	4,487.82	32,057.20	40.00	40.00	1,020.00	201.94	3,221.10	108.83	1,494.20	43,571.09	30,000.00	145%
Dickenson	7,464.82	6,858.35	14,540.00	40.00	2,697.00	1,370.21	1,273.76	40.00	60.74	35,244.88	30,000.00	117%
Russell	22,917.29	2,587.50	40.00	40.00	40.00	150.00	3,495.60	40.00	4,983.70	29,264.09	30,000.00	98%
Loader/Equip Maintenance:												
Buchanan	242.14	7,726.40	6,190.29				896.41		15,030.28	30,085.52	16,000.00	188%
Dickenson		8,476.86	4,562.52	1,081.54	611.50		652.77		2,190.83	17,576.02	16,000.00	110%
Russell	3,746.00	2,490.12		2,553.10	941.12		-		5,088.31	25,848.65	16,000.00	162%
Transfer Station Permits and Management:												
Station Permits			20,211.00							20,211.00	24,000.00	84%
VACO Insurance	14,243.00			102.00			332.00	(146.00)		14,531.00	20,000.00	73%
Management & Fringe	7,963.70	7,963.70	7,250.26	7,963.70	10,183.26	7,963.70	11,927.36	8,233.02	8,924.56	78,373.26	90,000.00	87%
Finance Manager	840.00	840.00	840.00	840.00	840.00	1,240.00	840.00	840.00	840.00	7,960.00	9,000.00	88%
Legal	885.00	575.00	1,230.45	2,391.18	1,636.13	1,629.92	1,502.00	1,441.70	1,538.27	12,829.65	12,000.00	107%
IT Support	3,288.75	968.00	1,340.00	90.00	239.95	45.00	1,341.00	90.00	450.00	6,037.75	4,000.00	151%
Office Rental/Internet/Cell/Office Supplies	458.44	590.45	200.00	290.45	401.60	385.28	521.57	560.00	443.83	3,866.57	5,000.00	77%
Directors Comp & PR Tax	1,076.50	1,291.80	1,291.80	1,291.80	1,291.80	851.20	1,291.80	1,291.80	1,291.80	10,980.30	18,100.00	61%
Professional Fees (Audit)									8,000.00	8,000.00	7,200.00	111%
Meeting Expense	203.86	572.87		1,881.03	200.00	(702.13)	746.54		392.17	3,294.34	3,000.00	110%
Travel	85.55		37.50	96.25						219.30	1,000.00	22%
Supplies:										-	1,000.00	0%
Dues/Licenses										-	400.00	0%
Vehicle Expense	285.77	1,524.52	145.50	129.53	219.85	354.90	167.46	87.18	216.74	3,131.45	2,500.00	125%
Uniform Rentals	490.72	536.46	629.87	593.72	609.61	656.39	593.17	1,816.52	568.94	6,495.40	4,000.00	162%
Advertising		900.00							290.52	1,190.52	2,000.00	60%
Projects-Tire Shear	1,300.75	1,300.75	1,300.75	1,300.75	1,300.75	1,300.75	1,300.75	1,300.75	1,300.75	11,706.75	26,000.00	45%
Reserves/Equip/ Emergency Fund										-	2,000.00	0%
OVERHEAD SUBTOTAL *	78,857.38	93,406.53	67,625.28	35,687.84	31,857.78	27,939.35	41,353.27	34,199.04	62,346.55	473,145.32	499,900.00	95%
Insurance Money Left over										-999		
TOTAL EXPENSES	$ 244,094.98	$ 258,355.46	$ 67,625.28	$ 467,925.59	$ 209,530.83	$ 215,055.70	$ 222,786.97	$ 212,119.03	$ 227,768.85	2,104,210.99	2,022,900.00	
BC Insurance Door Repair						4,770.00	59,761.30			64,531.30	65,530.30	98%
											Rate begins July 1,2022	
											13,836.11	

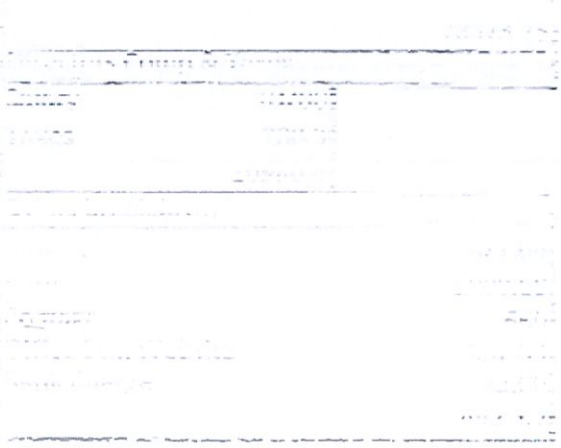
**Overhead Rate per County

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*Management Breakdown	
Toby Health	8113.85
Toby Salary	59800.54
401K Cost/Contribution	5884.03
Taxes	4574.83
FSA	
	78373.25

Directors Comp & Taxes	
Salary	10200
Taxes	780.3
	10980.3

Office Breakdown	
Phone/Int	827.04
Rent	1800.00
Postage	660
Office Sup/Website	557.53
Bank Charge	22.00
	3866.57



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