

# FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT

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## FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT

### 1. Contract Purpose

- a. 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, developmental, and substance abuse, hereafter referred to as substance use disorder, services and supports and authorizes the Department to fund those services.
- b. 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 section 10 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.
- c. Sections 37.2-508 and 37.2-608 of the Code and State Board Policy 4018, available at the Internet link in Exhibit L, 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.
- d. The CSB Administrative Requirements document is incorporated into and made a part of this contract by reference; it includes or incorporates by reference ongoing statutory, regulatory, policy, and other requirements that are not contained in this contract. The CSB shall comply with all provisions and requirements in that document. If there is a conflict between provisions in that document and this contract, the language in this contract shall prevail. The document is available at the Internet link in Exhibit L.
- e. The Department and the CSB enter into this contract for the purpose of funding services provided directly or contractually by the CSB in a manner that ensures accountability to the Department and quality of care for individuals receiving services and implements the mission of supporting individuals by promoting recovery, self-determination, and wellness in all aspects of life. The CSB and the Department agree as follows.

**2. Relationship:** The Department functions as the state authority for the public mental health, developmental, and substance 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 and the CSB are described in the Partnership Agreement between the parties, which is incorporated into and made a part of this contract by reference. The Agreement is available at the Internet link in Exhibit L. This contract shall not be construed to establish any employer-employee or principal-agent relationship between employees of the CSB or its board of directors and the Department.

**3. Contract Term:** This contract shall be in effect for a term of two years, commencing on July 1, 2018 and ending on June 30, 2020 if, by mutual agreement and pursuant to the provisions of § 37.2-508 of the Code, both parties agree to renew it for an additional fiscal year with the insertion of revised Exhibits A, E, F, and G for FY 2020.

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### 4. Scope of Services

- a. **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 section 5 of this contract. Services and certain terms used in this contract are defined in the current Core Services Taxonomy, which is incorporated into and made a part of this contract by reference and is available at the Internet link in Exhibit L.
- 1.) The CSB shall notify the Department before it begins providing a new category or subcategory or stops providing an existing category or subcategory of core services if the service is funded with more than 30 percent of state or federal funds or both. The CSB shall provide sufficient information to the Office of Support Services (OSS) in the Department for its review and approval of the change, and the CSB shall receive the Department's approval before implementing the new service or stopping the existing service. Pursuant to 12VAC35-105-60 of the *Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services*, available at the Internet link in Exhibit L, the CSB shall not modify a licensed service without submitting a modification notice to the Office of Licensing in the Department at least 45 days in advance of the proposed modification.
  - 2.) The CSB operating a residential crisis stabilization unit (RCSU) shall not increase or decrease the licensed number of beds in the RCSU or close it temporarily or permanently without informing the Office of Licensing and the OSS and receiving the Department's approval prior to implementing the change.
  - 3.) The CSB shall comply with the requirements in Appendix H for Regional Local Inpatient Purchase of Services (LIPOS) funds.
- b. **Expenses for Services:** The CSB shall provide those services funded within the funds and for the costs set forth in Exhibit A and documented in the CSB's financial management system. The CSB shall distribute its administrative and management expenses across the three 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.
- c. **Continuity of Care:** The CSB shall follow the Continuity of Care Procedures in Appendix A of the CSB Administrative Requirements. The CSB shall comply with regional emergency services protocols.
- 1.) **Coordination of Developmental Disability Waiver Services:** The CSB shall provide case management, also referred to as support coordination, services directly or through contracts to all individuals who are receiving services under Medicaid Developmental Disability Home and Community-Based Waivers (DD Waivers). In its capacity as the case manager for these individuals and in order to receive payment for services from the Department of Medical Assistance Services (DMAS), the CSB shall coordinate the development of service authorization requests for DD Waiver services and submit them to the Department for authorization, pursuant to the current DMAS/Department Interagency Agreement, under which the Department authorizes waiver services as a delegated function from the DMAS. As part of its specific case management responsibilities for individuals receiving DD Waiver services, the CSB shall coordinate and monitor the delivery of all services to individuals it serves, including monitoring the receipt of services in an individual's individual support plan (ISP) that are delivered by

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independent providers who are reimbursed directly by the DMAS, to the extent that the CSB is not prohibited from doing so by such providers (refer to the DMAS policy manuals for the DD Waivers). The CSB shall raise issues regarding its efforts to coordinate and monitor services provided by independent vendors to the applicable funding or licensing authority, such as the Department, DMAS, or Virginia Department of Social Services. In fulfilling this service coordination responsibility, the CSB shall not restrict or seek to influence an individual's choice among qualified service providers. This section does not, nor shall it be construed to, make the CSB legally liable for the actions of independent providers of DD Waiver services.

- 2.) Linkages with Health Care:** When it arranges for the care and treatment of individuals in hospitals, inpatient psychiatric facilities, or psychiatric units of hospitals, the CSB shall assure its staff's cooperation with those hospitals, inpatient psychiatric facilities, or psychiatric units of hospitals, especially emergency rooms and emergency room physicians, to promote continuity of care for those individuals. Pursuant to subdivision A.4 of § 37.2-505, the CSB shall provide information using a template provided by the Department about its substance use disorder services for minors to all hospitals in its service area that are licensed pursuant to Article 1 of Chapter 5 of Title 32.1.
- 3.) Medical Screening and Medical Assessment:** When it arranges for the treatment of individuals in state hospitals or local inpatient psychiatric facilities or psychiatric units of hospitals, the CSB shall assure that its staff follows the current *Medical Screening and Medical Assessment Guidance Materials*, available at the Internet link in Exhibit L. The CSB staff shall coordinate care with emergency rooms, emergency room physicians, and other health and behavioral health providers to ensure the provision of timely and effective medical screening and medical assessment to promote the health and safety of and continuity of care for individuals receiving services.
- 4.) Coordination with Local Psychiatric Hospitals:** When the CSB performed the preadmission screening evaluation for an individual admitted involuntarily and when referral to the CSB is likely upon the discharge, the CSB shall coordinate or, if it pays for the service, approve an individual's admission to and continued stay in a psychiatric unit or psychiatric hospital. The CSB shall collaborate with the unit or hospital to assure appropriate treatment and discharge planning to the least restrictive setting and to avoid the use of these facilities when the service is no longer needed.
- 5.) Targeted Case Management Services:** In accordance with the Community Mental Health Rehabilitative Services manual and the policy manuals for the DD Waivers issued by the DMAS, the CSB shall be the only provider of rehabilitative mental health case management services and shall have sole responsibility for targeted DD case management services, whether the CSB provides them directly or subcontracts them from another provider.
- 6.) Choice of Case Managers:** Individuals receiving case management services shall be offered a choice of case managers to the extent possible, and this shall be documented by a procedure to address requests for changing a case manager or for receiving case management services at another CSB or from a contracted case management services provider. The CSB shall provide a copy of this procedure to the Department upon request. During its inspections, the Department's Licensing Office may verify this as it reviews services records and examines the procedure.
- 7.) Access to Services:** The CSB shall not establish or implement policies that deny or limit access to services funded in part by state or local matching funds or federal block

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

- 8.) Virginia Psychiatric Bed Registry:** The CSB shall participate in and utilize the Virginia Psychiatric Bed Registry required by § 37.2-308.1 of the Code to access local or state hospital psychiatric beds or residential crisis stabilization beds whenever necessary to comply with requirements in § 37.2-809 of the Code that govern the temporary detention process. If the CSB operates residential crisis stabilization services, it shall update information about bed availability included in the registry whenever there is a change in bed availability for the facility or, if no change in bed availability has occurred, at least daily.
- 9.) Preadmission Screening:** The CSB shall provide preadmission screening services pursuant to § 37.2-505 or § 37.2-606, § 37.2-805, § 37.2-809 through § 37.2-813, § 37.2-814, and § 16.1-335 et seq. of the Code 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.
- 10.) Discharge Planning:** The CSB shall provide discharge planning pursuant to § 37.2-505 or § 37.2-606 of the Code and in accordance with State Board Policies 1035 and 1036, the Continuity of Care Procedures, Exhibit K of this contract, and the current *Collaborative Discharge Protocols for Community Services Boards and State Hospitals - Adult & Geriatric or Child & Adolescent* and the *Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities* issued by the Department that are incorporated into and made a part of this contract by reference. The protocols and State Board policies are available at the Internet links in Exhibit L. The CSB shall monitor the state hospital extraordinary barriers to discharge list and strive to achieve community placements for individuals on the list for whom it is the case management CSB as soon as possible.
- 11.) Retention in Services:** The CSB shall attempt to contact and re-engage any individual who (i) was admitted to the mental health or substance use disorder services program area, (ii) has not received any mental health or substance use disorder service within 100 days since the last service he or she received, and (iii) has not been discharged. The CSB may attempt to contact and re-engage an individual sooner than 100 days. If it cannot contact or re-engage the individual within 30 days from the end of the 100-day period, the CSB shall discharge the individual and report the discharge using a Community Consumer Submission 3 (CCS 3) type of care record with a through date of

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the date of the last service she or he received. The CSB may discharge an individual sooner than this if discharge is clinically or administratively appropriate, for example if the individual moves out of the service area, terminates services, or dies.

- d. 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.
- e. Department of Justice Settlement Agreement Requirements:** The CSB agrees to comply with the following requirements in the Settlement Agreement for Civil Action No: 3:12cv00059-JAG between the U.S. Department of Justice (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 available at the Internet link in Exhibit L. Sections identified in text or brackets refer to sections in the Agreement. Requirements apply to the target population in section III.B: individuals with developmental disabilities who currently (i) reside in training centers, (ii) meet criteria for the DD Waiver waiting list, (iii) reside in a nursing home or an intermediate care facility (ICF), or (iv) receive DD Waiver services.
  - 1.) Case management services, defined in section III.C.5.b, shall be provided to all individuals receiving Medicaid Home and Community-Based Waiver services under the Agreement by case managers or support coordinators who are not directly providing or supervising the provision of Waiver services [section III.C.5.c, p. 8].
  - 2.) 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]. 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. 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. 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 document the issue, convene the individual's service planning team to address it, and document its resolution.
  - 3.) Using a process developed jointly by the Department and Virginia Association of Community Services Boards (VACSB) Data Management Committee, 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].

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- 4.) 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].
- 5.) The individual's case manager or support coordinator shall meet with the individual face-to-face at least every 30 days, and at least one such visit every two months must be in the individual's place of residence, for any individuals who [section V.F.3, pages 26 and 27]:
  - a.) Receive services from providers having conditional or provisional licenses;
  - b.) Have more intensive behavioral or medical needs as defined by the Supports Intensity Scale category representing the highest level of risk to individuals;
  - 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, available at the Internet link in Exhibit L, for additional information.
- 6.) 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].
- 7.) 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 [sec. 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.
- 8.) CSB emergency services shall be available 24 hours per day and seven days per week, staffed with clinical professionals who shall be able to assess crises by phone, 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 [section III.C.6.b.i.A, p. 9]. This requirement shall be met through 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 has mobile crisis teams to address crisis situations and offer services and support on site to individuals and their families within one hour in urban areas and two hours in rural areas as measured by the average annual response time [section III.C.6.b.ii, pages 9 and 10]. Emergency services staff shall receive consistent training from the Department on the REACH crisis response system.

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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 at the onset of a preadmission screening evaluation. When possible, this would allow REACH and emergency services to appropriately divert the individual from admission to psychiatric inpatient services when possible. If the CSB has an individual receiving services in the REACH program with no plan for placement and a length of stay that will 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 disposition for the individual to the Director of Community Support Services in the Department's Division of Developmental Services.

- 9.) Comply with State Board Policy 1044 (SYS) 12-1 Employment First, available at the Internet link in Exhibit L [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.
- 10.) CSB case managers or support coordinators shall liaise with the Department's regional community resource consultants in their regions [section III.E.1, p. 14].
- 11.) Case managers or support coordinators shall participate in discharge planning with individuals' personal support teams (PSTs) for individuals in training centers for whom the CSB is the case management CSB, pursuant to § 37.2-505 and § 37.2-837 of the Code that requires the CSB to develop discharge plans in collaboration with training centers [section IV.B.6, p. 16].
- 12.) In developing discharge plans, CSB case managers or support coordinators, in collaboration with PSTs, shall provide to individuals and, where applicable, their authorized representatives, specific options for types of community placements, services, and supports based on the discharge plan and the opportunity to discuss and meaningfully consider these options [section IV.B.9, p. 17].
- 13.) CSB case managers or support coordinators and PSTs shall coordinate with specific types of community providers identified in discharge plans as providing appropriate community-based services for individuals to provide individuals, their families, and, where applicable, their authorized representatives with opportunities to speak with those providers, visit community placements (including, where feasible, for overnight visits) and programs, and facilitate conversations and meetings with individuals currently living in the community and their families before being asked to make choices regarding options [section IV.B.9.b, p. 17].
- 14.) CSB case managers 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].
- 15.) 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].
- 16.) In coordination with the Department's Post Move Monitor, the CSB shall conduct post-move monitoring visits within 30, 60, and 90 days following an individual's movement



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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.

- 17.) If it 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].
- 18.) 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*, available at the Internet link in Exhibit L, or deaths to the Department within 24 hours of becoming aware of them [section V.C.2, p. 22].
- 19.) Participate with the Department to collect and analyze reliable data about individuals receiving services under this Agreement from each of the following areas:
  - a.) safety and freedom from harm,
  - b.) physical, mental, and behavioral health and well-being,
  - c.) avoiding crises,
  - d.) stability,
  - e.) choice and self-determination,
  - f.) community inclusion,
  - g.) access to services,
  - h.) provider capacity[section V.D.3, pgs. 24 & 25].
- 20.) Participate in the regional quality council established by the Department that is responsible for assessing relevant data, identifying trends, and recommending responsive actions in its region [section V.D.5.a, p. 25].
- 21.) Provide access to and assist the Independent Reviewer to assess compliance with this Agreement. The Independent Reviewer shall exercise his access in a manner that is reasonable and not unduly burdensome to the operation of the CSB and that has minimal impact on programs or services being provided to individuals receiving services under the Agreement [section VI.H, p. 30 and 31].
- 22.) Participate with the Department and its third party 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].
- 23.) The CSB shall notify the community resource consultant (CRC) and regional support team (RST) in the following circumstances to enable the RST to monitor, track, and trend community integration and challenges that require further system development:
  - a.) within five calendar days of an individual being presented with any of the following residential options: an ICF, a nursing facility, a training center, or a group home with a licensed capacity of five beds or more;

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- 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].

24.) 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].

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

- f. Emergency Services Availability:** The CSB shall have at least one local telephone number, and where appropriate one toll-free number, for emergency services telephone calls that is available to the public 24 hours per day and seven days per week throughout its service area. The number(s) shall provide immediate access to a qualified emergency services staff member. Immediate access means as soon as possible and within no more than 15 minutes. If the CSB uses an answering service to fulfill this requirement, the service must be able to contact a qualified CSB emergency services staff immediately to alert the staff member that a crisis call has been received. Using (1) an answering service with no immediate transfer to a qualified CSB emergency services staff, (2) the CSB's main telephone number that routes callers to a voice mail menu, (3) 911, or (4) the local sheriff's or police department's phone number does not satisfy this requirement. The CSB shall disseminate the phone number(s) widely throughout the service area, including local telephone books and appropriate local government and public service web sites, and the CSB shall display the number(s) prominently on the main page of its web site. The CSB shall implement procedures for handling emergency services telephone calls that ensure adequate emergency services staff coverage, particularly after business hours, so that qualified staff responds immediately to calls for emergency services, and the procedures shall include coordination and referral to the REACH program for individuals with developmental disabilities. The CSB shall provide the procedures for handling emergency services calls to the Department upon request.

### **g. Preadmission Screening Evaluations**

- 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. Certified preadmission screening clinicians shall perform the evaluations. Preadmission screening evaluations are highly variable and individualized crisis assessments with clinical requirements that will vary based on the nature of the clinical presentation. However, the CSB shall ensure that all preadmission screening evaluations conducted by its staff include at a minimum:
  - a.) A review of past clinical and treatment information if available;
  - b.) Pertinent information from the clinical interview and collateral contacts or documentation of why this information was unavailable at the time of the evaluation;
  - c.) A documented risk assessment that includes an evaluation of the likelihood that, as a result of mental illness, the person will, in the near future, cause serious physical

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- harm to himself or others as evidenced by recent behavior causing, attempting, or threatening harm and other relevant information, if any;
  - d.) Thorough and detailed documentation of the clinical disposition and rationale for it;
  - e.) Documentation of all hospitals contacted, including state hospitals;
  - f.) Documentation of contact with the staff's supervisor and CSB leadership about the evaluation when necessary and within 60 minutes once an ECO has expired without locating an appropriate bed; and
  - g.) Documentation of contact with the REACH program for all individuals presenting with a DD diagnosis or a co-occurring DD diagnosis.
- 2.) Preadmission screening reports required by § 37.2-816 of the Code shall comply with requirements in that section and shall state:
- a.) whether the person has a mental illness, and whether there exists a substantial likelihood that, as a result of mental illness, the person will, in the near future,
    - (i) cause serious physical harm to himself or others as evidenced by recent behavior causing, attempting, or threatening harm and other relevant information, if any, or
    - (ii) suffer serious harm due to his lack of capacity to protect himself from harm or provide for his basic human needs;
  - b.) whether the person is in need of involuntary inpatient treatment;
  - c.) whether there is no less restrictive alternative to inpatient treatment; and
  - d.) the recommendations for that person's placement, care, and treatment including, where appropriate, recommendations for mandatory outpatient treatment.
- h. Certification of Preadmission Screening Clinicians:** 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. These evaluations are face-to-face clinical evaluations performed by designated CSB staff of persons in crisis who may be in emergency custody or who may need involuntary temporary detention or other emergency treatment. The CSB shall comply with the requirements in the current *Certification of Preadmission Screening Clinicians*, a document developed jointly by the Department and CSB representatives and made a part of this contract by reference, to enhance the qualifications, training, and oversight of CSB preadmission screening clinicians and increase the quality, accountability, and standardization of preadmission screening evaluations. This document is available at the Internet link in Exhibit L.
- i. Developmental Case Management Services**
- 1.) 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.
  - 2.) 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. During its inspections, the Department's Licensing Office may verify this as it reviews

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ISPs including those from a sample identified by the CSB of individuals who discontinued case management services.

- 3.) Case managers or support coordinators shall ensure that all information about each individual, including the ISP and VIDES, is imported from the CSB's electronic health record (EHR) to the Department within five business days through an electronic exchange mechanism mutually agreed upon by the CSB and the Department into the electronic waiver management system (WaMS) when the individual is entered the first time for services, his or her living situation changes, her or his ISP is reviewed annually, or whenever changes occur, including information about the individual's:
  - a.) full name,
  - b.) social security number,
  - c.) Medicaid number,
  - d.) CSB unique identifier,
  - e.) current physical residence address,
  - f.) living situation (e.g., group home, family home, or own home),
  - g.) level of care information,
  - h.) terminations,
  - i.) transfers,
  - j.) waiting list information,
  - k.) diagnosis, and
  - l.) bed capacity of the group home if that is chosen.
- 4.) Case managers or support coordinators and other CSB staff shall comply with the SIS® Administration Process, available at the Internet link in Exhibit L, and any changes in the process within 30 calendar days of notification of the changes.
- 5.) 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.
- 6.) Case managers or support coordinators shall submit the Request to Retain a Slot form available in WaMS to the appropriate Department staff to hold a slot open within 10 business days of it becoming available.
- 7.) 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.
- 8.) 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.
- 9.) The CSB shall report quarterly supervisory review data on a sample of records of individuals receiving services under DD Waivers to determine if key objectives are being met according to the waiver assurances submitted to the Centers for Medicare and Medicaid Services. The CSB shall submit the data in the supervisory review survey questionnaire no later than three weeks following the end of the quarter through a reporting method mutually approved by CSBs and the Department. The CSB shall complete its record reviews within the required timeframe for reporting the data for each quarter and shall complete all required samples before July 31<sup>st</sup> of the next fiscal year.
- j. **PACT Services:** If the CSB receives state or federal funds from the Department for a Program of Assertive Community Treatment (PACT), it shall fulfill these requirements.
  - 1.) Design and implement its PACT in accordance with requirements in 12VAC35-105-1360 through 1410 of the *Rules and Regulations for Licensing Providers by the*

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*Department of Behavioral Health and Developmental Services* available at the Internet link in Exhibit L.

- 2.) Prioritize admission to its PACT 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.
  - 3.) Achieve and maintain a minimum caseload of 80 individuals receiving services within two years from the date of initial funding by the Department. When fully staffed, PACT teams shall serve at least 80 but no more than 120 individuals per 12VAC35-105-1370. If the caseload of the PACT is not growing at a rate that will achieve this caseload, the CSB shall provide a written explanation to and seek technical assistance from the Office of Adult Community Behavioral Health Services in the Department.
  - 4.) Reduce use of state hospital beds by individuals receiving PACT services by at least eight beds (2,920 bed days) within two years from the date of initial funding by the Department.
  - 5.) Maximize billing and collection of funds from other sources including Medicaid and other fees to enable state funds to expand services in the PACT.
  - 6.) Assist Department staff as requested with any case-level utilization review activities, making records of individuals receiving PACT services available and providing access to individuals receiving PACT services for interviews.
  - 7.) Ensure staff participate in PACT network meetings with other PACT teams as requested by the Department. PACT 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.
  - 8.) Track and report expenditure of restricted PACT state mental health funds separately in the implementation status reports required in subsection 10 below. Include applicable information about individuals receiving PACT services and the services they receive in its information system and CCS 3 monthly extracts.
  - 9.) Reserve any current restricted PACT state mental health funds for the PACT that remain unspent at the end of the fiscal year to be used only for the PACT in subsequent fiscal years as authorized by the Department.
  - 10.) Submit monthly data extracts using the Department-provided database that include information on staffing, events involving individuals receiving services in the PACT, and outcomes. 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.
- k. Crisis Intervention Team (CIT) Services:** If the CSB receives state mental health funds for CIT services that provide triage, assessment, treatment, and referral services to individuals with serious mental illness as alternatives to incarceration, it shall fulfill these requirements.
- 1.) Work with community stakeholders, agencies, and partners across systems to coordinate the implementation and operation of the CIT Assessment Site and provide related access to appropriate services in accordance with its RFP response approved by the Department.

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- 2.) Submit narrative semi-annual progress reports on these services through the Department's sFTP server and upload them to the Jail Diversion Folder within 45 calendar days of the end of the second quarter and within 60 days of the end of the fiscal year. Reports shall include a brief narrative of program activities for all CIT aspects of the services, implementation progress against milestones identified in the approved RFP response, and specific site-related challenges and successes for the reporting period. Instructions for naming the files are in the Data Reporting Manual provided by the Department to CSBs that received CIT funds.
  - 3.) Include all funds, expenditures, and costs associated with these services provided to individuals residing in the CSB's service area in its Community Automated Reporting System (CARS) reports and applicable data about individuals receiving these services and service units received in its monthly CCS 3 extracts submitted to the Department.
  - 4.) Submit quarterly data files as instructed by the Department using the Excel Data Template provided by the Department to CSBs that received CIT funds. Submit quarterly data reports within 45 calendar days of the end of the first three quarters and within 60 days of the end of the fiscal year. Submit the data files through the Department's sFTP server and upload them to the Jail Diversion Folder. Instructions for naming the files are in the Data Reporting Manual provided by the Department.
  - 5.) Cooperate with the Department in annual site visits and agree to participate in scheduled assessment site meetings.
- 1. Permanent Supportive Housing (PSH):** 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 PSH Initiative Operating Guidelines and any subsequent additions or revisions to the requirements agreed to by the participating parties. The Guidelines are incorporated into and made a part of this contract by reference and are available at the Internet link in Exhibit L. If the implementation of the program is not meeting its projected implementation schedule, the CSB shall provide a written explanation to and seek technical assistance from the Office of Adult Community Behavioral Health Services in the Department.
  - 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.) Maximize billing and collection of funds from other sources including Medicaid and other fees to increase the funds available for individuals receiving services funded through the PSH initiative.
  - 4.) 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.
  - 5.) Track and report the expenditure of restricted state mental health PSH funds separately in the implementation status reports required in subsection 7 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 3 monthly extracts.

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- 6.) 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.
  - 7.) Submit implementation status reports for PSH within 45 days after the end of the quarter for the first three quarters and within 60 days of the end of the fiscal year to the Department. Submit data about individuals following guidance provided by the Office of Adult Community Behavioral Health and using the tools, platforms, and data transmission requirements provided by the Department. Establish mechanisms to ensure the timely and accurate collection and transmission of data. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow it to comply with them.
  - 8.) Participate in PSH training and technical assistance in coordination with the Office of Adult Community Behavioral Health Services and any designated training and technical assistance providers.
- m. Same Day Access (SDA):** SDA means an individual may walk into or contact a CSB to request mental health or substance use disorder services and receive a comprehensive clinical behavioral health assessment, not just a screening, from a licensed or license-eligible clinician the same day. Based on the results of the comprehensive assessment, if the individual is determined to need services, the goal of SDA is that he or she receives an appointment for face-to-face or other direct services in the program offered by the CSB that best meets his or her needs within 10 business days, sooner if indicated by clinical circumstances. 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 3 outcomes file. The CSB shall report the date of each SDA comprehensive assessment, whether the assessment determined that the individual needed services offered by the CSB, and the date of the first service offered at the CSB for all individuals seeking mental health or substance use disorder services from the CSB. 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 received by the individual.
- n. Family Wellness Initiative:** If the CSB receives federal Substance Abuse Prevention and Treatment Block Grant funds to implement the Family Wellness Initiative, it shall fulfill these requirements.
- 1.) Use these funds only to implement this initiative as described in the CSB proposal approved by the Department. All Family Wellness Initiative CSBs have two adverse childhood experiences (ACE) interface master trainers in their communities and shall begin incorporating the science of ACE and resiliency into all family wellness initiatives described in the approved proposal.
  - 2.) Include all funds, expenditures, and costs associated with these services provided to individuals residing in the CSB's service area in its CARS reports, and include applicable data monthly about individuals receiving these services and the service units received in its data entry in the Department's designated prevention data system. Report all staff hours of service program activity and participant data in the Department's designated prevention data system on a weekly basis.

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- 3.) Submit quarterly reports in the format developed by the Department's Family Wellness Manager 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. Reports shall include:
    - a.) evidence of participant attendance in aspects of the CSB program and activities such as copies of log-in sheets for evidenced-based program and wellness activities;
    - b.) the status of achieving benchmarks;
    - c.) reporting on logic models and measures of performance;
    - d.) evidence of social media transmissions;
    - e.) strategies to recruit, engage, and retain families;
    - f.) copies of sign-in sheets and minutes of the Family Wellness Advisory Committee;
    - g.) wellness materials disseminated;
    - h.) an updated budget and budget narrative with each quarterly report on all revenues received and total expenditures made;
    - i.) sustainability efforts; and
    - j.) how cultural and linguistic competence is implemented.
  - 4.) Maintain a Family Wellness Advisory Committee that includes representative community key stakeholders critical to the integration and sustainability of the initiative.
  - 5.) Deliver at least 12 ACE presentations in the community and report data on those presentations to the Family Wellness Coordinator in the format provided by the Department.
  - 6.) Orient and train all program staff associated with the Family Wellness Initiative. Use only staff trained in the program and ACE to facilitate classes.
- 5. Resources:** Exhibit A of this contract includes the following resources: state funds and federal funds appropriated by the General Assembly and allocated by the Department to the CSB; balances of unexpended or unencumbered state and federal funds retained by the CSB and used in this contract to support services; local matching funds required by § 37.2-509 or § 37.2-611 of the Code to receive allocations of state funds; Medicaid Clinic, Targeted Case Management, Rehabilitative Services, GAP, ARTS, and DD Home and Community-Based Waiver payments and any other fees, as required by § 37.2-504 or § 37.2-605 of the Code; and any other funds associated with or generated by the services shown in Exhibit A. The CSB shall maximize billing and collecting Medicaid payments and other fees in all covered services to enable more efficient and effective use of the state and federal funds allocated to it.
- a. Allocations of State General and Federal Funds:** The Department shall inform the CSB of its state and federal fund allocations in a letter of notification. The Department may adjust allocation amounts during the term of this contract. The Department may reduce restricted or earmarked state or federal funds during the contract term if the CSB reduces significantly or stops providing services supported by those funds as documented in CCS 3 or CARS reports. These reductions shall not be subject to provisions in sections 9.c or 9.f of this contract. The Commissioner or his designee shall communicate all adjustments to the CSB in writing. Allocations of state and federal funds shall be based on state and federal statutory and regulatory requirements, provisions of the Appropriation Act, State Board policies, and previous allocation amounts.



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- b. **Disbursement of State or Federal Funds:** Continued disbursement of semi-monthly payments of restricted or earmarked state or federal funds by the Department to the CSB may be contingent on documentation in the CSB's CCS 3 and CARS reports that it is providing the services supported by these funds.
- c. **Conditions on the Use of Resources:** The Department can attach specific conditions or requirements for use of funds, separate from those established by other authorities, only to the state and federal funds that it allocates to the CSB and not more than the 10 percent local matching funds that are required to obtain the CSB's state fund allocations.

### 6. CSB Responsibilities

- a. **State Hospital Bed Utilization:** In accordance with § 37.2-508 or § 37.2-608 of the Code, the CSB shall develop jointly with the Department and with input from private providers involved with the public mental health, developmental, and substance use disorder services system mechanisms, such as the Discharge Protocols, Extraordinary Barriers to Discharge lists, and regional utilization management procedures and practices, and employ these mechanisms collaboratively with state hospitals that serve it to manage the utilization of state hospital beds. Utilization will be measured by bed days received by individuals for whom the CSB is the case management CSB.

The CSB shall implement procedures or utilize existing local or regional protocols to ensure appropriate management of each admission to a state hospital under a civil temporary detention order recommended by the CSB's preadmission screening clinicians to identify the cause of the admission and the actions the CSB may take in the future to identify alternative facilities. The CSB shall provide copies of the procedures and analyses to the Department upon request.

#### b. Quality of Care

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

The CSB shall implement, in collaboration with other CSBs in its region, the state 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 that reflect the Regional Utilization Management Guidance document that is incorporated into and made a part of this contract by reference and is available at the Internet link in Exhibit L.

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- 3.) Critical Incidents:** The CSB shall implement procedures to insure that the executive director is informed of any deaths, serious injuries, or allegations of abuse or neglect as defined in the Department's Licensing (12VAC35-105-20) and Human Rights (12VAC35-115-30) Regulations when they are reported to the Department. The CSB shall provide a copy of its procedures to the Department upon request.
- 4.) 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.
- 5.) Prevention Services**
- a.) Strategic Prevention Framework (SPF):** The CSB, in partnership with local community coalitions, shall use the evidenced-based Strategic Prevention Framework (SPF) planning model to: complete a needs assessment using community, regional, and state data; build capacity to successfully implement prevention services; develop logic models and a strategic plan with measurable goals, objectives, and strategies; implement evidenced-based programs, practices, and strategies that are linked to data and target populations; evaluate program management and decision making for enabling the ability to reach outcomes; plan for the sustainability of prevention outcomes; and produce evidence of cultural competence throughout all aspects of the SPF process.
  - b.) Logic Models:** The CSB shall use logic models that identify individual (i.e., youth, families, and parents) -, community-, and population-level strategies (e.g., environmental approaches). One logic model shall outline CSB federal substance abuse block grant (SABG) prevention set aside-funded services. The other model(s) shall be the CSB partnership coalition's logic model(s) reflecting the collaborative relationship of the CSB with the coalition in the implementation of community-level and environmental approaches. The CSB shall use the Institute of Medicine model to identify target populations based on levels of risk: universal, selective, and indicated. Substance abuse prevention services may not be delivered to persons who have substance use disorders in an effort to prevent continued substance use. The CSB shall utilize the six federal Center for Substance Abuse Prevention evidenced-based strategies: information dissemination, education and skill building, alternatives, problem identification and referral, community-based process, and environmental approaches. Community-based process and coalitions and environmental approaches that impact the population as a whole are keys to achieving successful outcomes and are Department priorities.
  - c.) Program, Practice, and Strategy Selection and Implementation:** The Department prioritizes programs, practices, and strategies that target the prevention of substance use disorders and suicide and promotes mental health wellness across

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the lifespan using data to identify specific targets. The current prevention model best practice and a Department priority is environmental strategies complemented by programs that target the highest risk populations: selective and indicated (refer to subsection 5.b). All programs, practices, and strategies must link to a current local needs assessment and align with priorities set forth by the Department. The CSB must select programs, practices, and strategies from the following menu: Office of Juvenile Justice and Delinquency Prevention Effective, Blueprints Model Programs, Blueprints Promising Programs, Suicide Prevention Resource Center Section 1, or Centers for Disease Control and Prevention Evidence-Based Practices, and the CSB must select them based on evidence and effectiveness for the community and target population. All programs, practices, and strategies must be approved by the Department prior to implementation.

- d.) **Regional Suicide Prevention Initiatives:** The CSB shall work with the regional suicide prevention team to provide a regionally developed suicide prevention plan using the Strategic Prevention Framework model. The plan developed by the team shall identify suicide prevention policies and strategies using the most current data to target populations with the highest rates of suicide. If selected by the region, the CSB shall act as the fiscal agent for the state funds supporting the suicide prevention services.
  - e.) **Prevention Services Evaluations:** The CSB shall work with OMNI Institute, the Department's evaluation contractor, to develop an evaluation plan for its SABG prevention set aside-funded prevention services.
  - f.) **SYNAR Activities and Merchant Education:** In July 1992, Congress enacted P.L. 102-321 section 1926, the SYNAR Amendment, to decrease youth access to tobacco. To stay in compliance with the SABG, states must meet and sustain the merchant retail violation rate (RVR) under 20 percent or face penalties to the entire SABG, including funds for treatment. Merchant education involves educating local merchants about the consequences of selling tobacco products to youth. This strategy has been effective in keeping state RVR rates under the required 20 percent. The CSB shall conduct merchant education activities with all merchants deemed by the Alcoholic Beverage Control Board to be in violation of selling tobacco products to youth in the CSB's service area. Other merchants shall be added if deemed to be at higher risk due to factors such as being in proximity to schools. The CSB, itself or in collaboration with the local coalition, shall continuously update the verified list of tobacco retailers, including all retailers selling vapor products, by conducting store audits. The CSB shall conduct store audits of and merchant education with 100 percent of tobacco retailers in its service area over a two year period. Beginning in FY 2003, the Department allocated \$10,000 annually to the CSB to complete SYNAR-related tasks. All store audit and merchant education activities shall be documented in the Counter Tools system and recorded in the prevention data system planned and implemented by the Department in collaboration with the VACSB Data Management Committee (DMC). Tobacco education programs for youth with the goal of reducing prevalence or use are not to be identified as SYNAR activities.
- 6.) **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

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Department within 60 days of their availability on the Department's web site or within 30 days of employment for new staff.

- 7.) 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.
- 8.) 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*, available at the Internet link in Exhibit L, 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.
- 9.) Response to Complaints:** Pursuant to § 37.2-504 or § 37.2-605 of the Code, the CSB shall implement procedures to satisfy the requirements for a local dispute resolution mechanism for individuals receiving services and to respond to complaints from individuals receiving services, family members, advocates, or other stakeholders as expeditiously as possible in a manner that seeks to achieve a satisfactory resolution and advises the complainant of any decision and the reason for it. The CSB shall acknowledge complaints that the Department refers to it within five business days of receipt and provide follow up commentary on them to the Department within 10 business days of receipt. The CSB shall post copies of its procedures in its public spaces and on its web site, provide copies to all individuals when they are admitted for services, and provide a copy to the Department upon request.
- 10.) Access to Substance Abuse Treatment for Opioid Abuse:** The CSB shall ensure that individuals requesting treatment for opioid drug abuse, including prescription pain medications, regardless of the route of administration, receive rapid access to appropriate treatment services within 14 days of making the request for treatment or 120 days after making the request if the CSB has no capacity to admit the individual on the date of the request and within 48 hours of the request it makes interim services, as defined in 45 CFR § 96.126, available until the individual is admitted.
- 11.) Residential Crisis Stabilization Units:** The CSB operating a RCSU shall staff and operate the unit so that it can admit individuals 24 hours per day and seven days per week. The unit shall accept any appropriate individuals under temporary detention orders (TDOs) and establish clinical criteria specifying the types of individuals under TDOs that it will accept. The CSB shall provide a copy of the criteria to the Department upon request for its review and approval. The unit shall implement a

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written schedule of clinical programming that covers at least eight hours of services per day and seven days per week that is appropriate for the individuals receiving crisis services and whenever possible incorporates evidence-based and best practices. The RCSU shall provide a mix of individual, group, or family counseling or therapy, case management, psycho-educational, psychosocial, relaxation, physical health, and peer-run group services; access to support groups such as Alcoholics Anonymous or Narcotics Anonymous; access to a clinical assessment that includes ASAM Level of Care and medically monitored highly intensive residential services that have the capacity for medication assisted treatment when a substance use disorder is indicated; and other activities that are appropriate to the needs of each individual receiving services and focuses on his or her recovery. The CSB shall comply with the requirements in the Department's current Residential Crisis Stabilization Unit Expectations document that is incorporated into and made a part of this contract by reference and is available at the Internet link in Exhibit L.

### **c. Reporting Requirements**

**1.) CSB Responsibilities:** For purposes of reporting to the Department, the CSB shall comply with State Board Policy 1030 and shall:

- a.) provide monthly Community Consumer Submission 3 (CCS 3) 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 3 Extract Specifications, including the current Business Rules, that are available at the Internet link in Exhibit L and are incorporated into and made a part of this contract by reference;
- b.) follow the current Core Services Taxonomy and CCS 3 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 3 releases and participate in the user acceptance testing process when requested to do so by the Department;
- e.) report service data on substance abuse prevention and mental health promotion services provided by the CSB that are supported wholly or in part by the SABG set aside for prevention services through the prevention data system planned and implemented by the Department in collaboration with the VACSB DMC, but report funding, expenditure, and cost data on these services through CARS per subsection 2.a.); and report service, funding, expenditure, and cost data on any other mental health prevention services through CCS 3 and CARS;
- f.) supply information to the Department's Forensics Information Management System for individuals adjudicated not guilty by reason of insanity (NGRI), as required under § 37.2-508 or § 37.2-608 of the Code and as permitted under 45 CFR §§ 164.506 (c) (1) and (3), 164.512 (d), and 164.512 (k) (6) (ii);

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- g.) report data and information required by the current Appropriation Act; and
  - h.) report data identified collaboratively by the Department and the CSB working through the VACSB DMC on the REACH program if the CSB is the fiscal agent for this program.
- 2.) Routine Reporting Requirements:** The CSB shall account for all services, funds, expenses, and costs accurately and submit reports to the Department in a timely manner using current CARS, CCS 3, 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 core service 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 3;
  - c.) Federal Balance Report (October 15);
  - 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 core service 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 3 Extract Specifications.
- 3.) Subsequent Reporting Requirements:** In accordance with State Board Policy 1030, available at the Internet link in Exhibit L, 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 3, and the 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 3, and the TEDS and other federal reporting requirements.
- 4.) Data Elements:** The CSB shall work with the Department through the DMC to standardize data definitions, periodically review existing required data elements to eliminate elements that are no longer needed, minimize the addition of new data elements to minimum necessary ones, review CSB business processes so that information is collected in a systematic manner, and support efficient extraction of required data from CSB electronic health record systems whenever this is possible.
- 5.) Streamlining Reporting Requirements:** The CSB shall work with the Department through the VACSB DMC to review existing reporting requirements including the current CCS 3 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 3 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.

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- d. **Data Quality:** The CSB shall review data quality reports from the Department on the completeness and validity of its CCS 3 data to improve data quality and integrity. When requested by the Department, the CSB executive director shall develop and submit a plan of correction to remedy persistent deficiencies in the CSB's CCS 3 submissions and, upon approval of the Department, shall implement the plan of correction.
- e. **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.
- f. **Compliance Requirements:** The CSB shall comply with all applicable federal, state, and local laws and regulations, including those contained or referenced in the CSB Administrative Requirements and Exhibits F and J of this contract, as they affect the operation of this contract. Any substantive change in the CSB Administrative Requirements, except changes in statutory, regulatory, policy, or other requirements or in other documents incorporated by reference in it, which changes are made in accordance with processes or procedures associated with those statutes, regulations, policies, or other requirements or documents, shall constitute an amendment of this contract, made in accordance with applicable provisions of the Partnership Agreement, that requires a new contract signature page signed by both parties. If any laws or regulations that become effective after the execution date of this contract substantially change the nature and conditions of this contract, they shall be binding upon the parties, but the parties retain the right to exercise any remedies available to them by law or other provisions of this contract.

The CSB shall comply with the HIPAA and the regulations promulgated thereunder by their compliance dates, except where the HIPAA requirements and applicable state law or regulations are contrary and state statutes or regulations are more stringent, as defined in 45 CFR § 160.202, than the related HIPAA requirements. The CSB shall execute a Business Associate Agreement (BAA) initiated by the Department for any HIPAA- or 42 CFR Part 2-protected health information (PHI), personally identifiable information (PII), and other confidential data that it exchanges with the Department and its state facilities that is not covered by section 6.c.1.) a.) and f.) or 2.)c.) to ensure the privacy and security of sensitive data. The CSB shall ensure sensitive data, including HIPAA-PHI, PII, and other confidential data, exchanged electronically with the Department, its state hospitals and training centers, other CSBs, other providers, or persons meets the requirements in the FIPS 140-2 standard and is encrypted using a method supported by the Department.

The CSB shall follow the procedures and satisfy the requirements in the Performance Contract Process and the Administrative Performance Standards in Exhibits E and I of this contract and shall comply with the applicable provisions in all other Exhibits of this contract. The CSB shall document compliance with § 37.2-501 or § 37.2-602 of the Code in the end-of-the-fiscal year CARS report.

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

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program. Protected health information, personally identifiable information, or other information may be disclosed as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (k) (6) (ii) of the HIPAA regulations and under §32.1-127.1:03.D (6) of the Code.

### **h. Intensive Care Coordination for the Comprehensive Services Act**

- 1.) As the single point of entry into publicly funded mental health, developmental, and substance use disorder services pursuant to § 37.2-500 of the Code and as the exclusive provider of Medicaid rehabilitative mental health and developmental case management services and with sole responsibility for targeted DD case management services, the CSB is the most appropriate provider of intensive care coordination (ICC) services through the Children's Services Act (CSA), § 2.2-5200 et seq. of the Code. The CSB and the local community policy and management team (CPMT) in its service area shall determine collaboratively the most appropriate and cost-effective provider of ICC services for children who are placed in or are at risk of being placed in residential care through the CSA program in accordance with guidelines developed by the State Executive Council and shall develop a local plan for ICC services that best meets the needs of those children and their families. If there is more than one CPMT in the CSB's service area, the CPMTs and the CSB may work together as a region to develop a plan for ICC services.
  - 2.) If the CSB is identified as the provider of ICC services, it shall work in close collaboration with its CPMT(s) and family assessment and planning team(s) to implement ICC services, to assure adequate support for these services through local CSA funds, and to assure that all children receive appropriate assessment and care planning services. Examples of ICC activities include: efforts at diversion from more restrictive levels of care, discharge planning to expedite return from residential or facility care, and community placement monitoring and care coordination work with family members and other significant stakeholders. If it contracts with another entity to provide ICC services, the CSB shall remain fully responsible for ICC services, including monitoring the services provided under the contract.
- i. 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 CSBs.
- j. 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.
- k. Consideration of Department Comments or Recommendations:** The executive director and CSB board members shall consider significant issues or concerns raised by the Commissioner of the Department at any time about the operations or performance of the CSB and shall respond formally to the Department, collaborating with it as appropriate, about these issues or concerns.



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### 7. Department Responsibilities

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

#### b. State Facility Services

1.) **Availability:** The Department shall make state facility services available, if appropriate, through its state hospitals and training centers when individuals located in the CSB's service area meet the admission criteria for these services.

2.) **Bed Utilization:** The Department shall track, monitor, and report on the CSB's utilization of state hospital and training center beds and provide data to the CSB about individuals receiving services from its service area who are served in state hospitals and training centers as permitted under 45 CFR §§ 164.506 (c) (1), (2), and (4) and 164.512 (k) (6) (ii). The Department shall distribute reports to CSBs 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, available at the Internet link in Exhibit L, to support service linkages with the CSB, including adherence to the applicable provisions of the Continuity of Care Procedures, attached to the CSB Administrative Requirements as Appendix A, and the current *Collaborative Discharge Protocols for Community Services Boards and State Hospitals – Adult & Geriatric or Child & Adolescent* and the current *Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities*, available at the Internet links in Exhibit L. The Department shall assure state hospitals and training centers use teleconferencing technology to the greatest extent practicable to facilitate the CSB's participation in treatment planning activities and fulfillment of its discharge planning responsibilities for individuals in state hospitals and training centers for whom it is the case management CSB.

4.) **Medical Screening and Medical Assessment:** When working with CSBs and other facilities to arrange for treatment of individuals in the state hospital, the state hospital shall assure that its staff follows the current *Medical Screening and Medical Assessment Guidance Materials*, available at the Internet link in Exhibit L. The state hospital staff shall coordinate care with emergency rooms, emergency room physicians, and other health and behavioral health providers to ensure the provision of timely and effective medical screening and medical assessment to promote the health and safety of and continuity of care for individuals receiving services.

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

6.) **Virginia Psychiatric Bed Registry:** The Department shall participate in the Virginia Psychiatric Bed Registry required by § 37.2-308.1 of the Code, and state hospitals

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shall update information about bed availability included in the registry whenever there is a change in bed availability for the hospital or, if no change in bed availability has occurred, at least daily.

### c. Quality of Care

- 1.) **Measures:** The Department in collaboration with the VACSB Data Management and Quality Leadership Committees and the VACSB/DBHDS Quality and Outcomes Committee shall identify individual outcome, CSB provider performance, individual satisfaction, individual and family member participation and involvement measures, and quality improvement measures, pursuant to § 37.2-508 or § 37.2-608 of the Code, and shall collect information about these measures and work with the CSB to use them as part of the Continuous Quality Improvement Process described in Appendix E of the CSB Administrative Requirements to improve services.
- 2.) **Department CSB Performance Measures Data Dashboard:** The Department shall develop a data dashboard to display the CSB Performance Measures in Exhibit B, developed in collaboration with the CSB, and disseminate it to CSBs. The Department shall work with the CSB to identify and implement actions to improve the CSB's ranking on any outcome or performance measure on which it is below the benchmark.
- 3.) **Utilization Management:** The Department shall work with the CSB, state hospitals and training centers serving it, and private providers involved with the public mental health, developmental, and substance use disorder services system to implement regional utilization management procedures and practices reflected in the Regional Utilization Management Guidance document that is incorporated into and made a part of this contract by reference and is available at the Internet link in Exhibit L.
- 4.) **Continuity of Care:** In order to fulfill its responsibilities related to discharge planning, the Department shall comply with § 37.2-837 of the Code, State Board Policy 1036, the current *Collaborative Discharge Protocols for Community Services Boards and State Hospitals – Adult & Geriatric or Child & Adolescent* and the current *Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities*, available at the Internet links in Exhibit L, and the Continuity of Care Procedures, included in the CSB Administrative Requirements as Appendix A.
- 5.) **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*, available at the Internet link in Exhibit L, by monitoring compliance with the human rights requirements in those regulations.
- 6.) **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*, available at the Internet link in Exhibit L, and conduct licensing reviews in accordance with the provisions of those regulations. The Department shall respond in a timely manner to issues raised by the CSB regarding its efforts to coordinate and monitor services provided by independent providers licensed by the Department.

### d. Reporting Requirements

- 1.) **Subsequent Reporting Requirements:** In accordance with State Board Policy 1030, the Department shall work with CSBs through the VACSB DMC to ensure that current

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data and reporting requirements are consistent with each other and the current Core Services Taxonomy, the current CCS 3, and the Treatment Episode Data Set (TEDS) and other federal reporting requirements. The Department also shall work with CSBs through the DMC in planning and developing any additional reporting or documentation requirements beyond those identified in this contract to ensure that the requirements are consistent with the current taxonomy, current CCS 3, and TEDS and other federal reporting requirements. 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 3, CARS, WaMS, FIMS, and the current prevention data system and stand-alone spreadsheet or other program-specific reporting processes.

- 2.) Community Consumer Submission:** The Department shall collaborate with CSBs through the DMC in the implementation and modification of the current CCS 3, 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 3 Extract Specifications, including the current Business Rules. The Department will receive and use individual characteristic and service data disclosed by the CSB through CCS 3 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. The Department shall follow the user acceptance testing process described in Appendix D of the CSB Administrative Requirements for new CCS 3 releases.
- 3.) Data Elements:** The Department shall work with CSBs through the DMC to standardize data definitions, periodically review existing required data elements to eliminate elements that are no longer needed, minimize the addition of new data elements to minimum necessary ones, review CSB business processes so that information is collected in a systematic manner, and support efficient extraction of required data from CSB electronic health record systems whenever this is possible. 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.
- 4.) Surveys:** The Department shall ensure that all surveys and requests for data have been reviewed for cost effectiveness and developed through a joint Department and CSB process. The Department shall comply with the Procedures for Approving CSB Surveys, Questionnaires, and Data Collection Instruments and Establishing Reporting Requirements, reissued by Interim Commissioner Jack Barber on August 16, 2017 and available at the Internet link in Exhibit L.
- 5.) Streamlining Reporting Requirements:** The Department shall work with CSBs through the DMC to review existing reporting requirements including the current CCS 3 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

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possible; to ensure reporting requirements are consistent with the current CCS 3 Extract Specifications and Core Services Taxonomy; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.

- e. Data Quality:** The Department shall provide data quality reports to the CSB on the completeness and validity of its CCS 3 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 3 submissions. Once approved, the Department shall monitor the plan of correction and the CSB's ongoing data quality. The Department may address persistent deficiencies that are not resolved through this process with an Individual CSB Performance Measure in Exhibit D.
- f. Compliance Requirements:** The Department shall comply with all applicable state and federal statutes and regulations, including those contained or referenced in the CSB Administrative Requirements, as they affect the operation of this contract. Any substantive change in the CSB Administrative Requirements, except changes in statutory, regulatory, policy, or other requirements or in other documents incorporated by reference in it, which changes are made in accordance with processes or procedures associated with those statutes, regulations, policies, or other requirements or documents, shall constitute an amendment of this contract, made in accordance with applicable provisions of the Partnership Agreement, that requires a new contract signature page signed by both parties. If any laws or regulations that become effective after the execution date of this contract substantially change the nature and conditions of this contract, they shall be binding upon the parties, but the parties retain the right to exercise any remedies available to them by law or other provisions of this contract.

The Department and its state hospitals and training centers shall comply with HIPAA and the regulations promulgated thereunder by their compliance dates, except where the HIPAA requirements and applicable state law or regulations are contrary and state statutes or regulations are more stringent, as defined in 45 CFR § 160.202, than the related HIPAA requirements. The Department shall initiate a BAA with the CSB for any HIPAA- or 42 CFR Part 2-PHI, PII, and other confidential data that it and its state facilities exchange with the CSB that is not covered by section 6.c.1.) a.) and f.) or 2.)c.) to ensure the privacy and security of sensitive data. The Department shall execute a BAA with FEI, its WaMS contractor, for the exchange of PHI, PII, and other confidential data that it or the CSB exchanges with FEI to ensure the privacy and security of sensitive data. The Department and its state hospitals and training centers shall ensure that any sensitive data, including HIPAA-PHI, PII, and other confidential data, exchanged electronically with CSBs, other providers, or persons meets the requirements in the FIPS 140-2 standard and is encrypted using a method supported by the Department and CSB.

- g. Communication:** The Department shall provide technical assistance and written notification to the CSB regarding changes in funding source requirements, such as regulations, policies, procedures, and interpretations, to the extent that those changes are known to the Department. The Department shall resolve, to the extent practicable, inconsistencies in state agency requirements that affect requirements in this contract. The Department shall provide any information requested by the CSB that is related to performance of or compliance with this contract in a timely manner, considering the type, amount, and availability of the information requested. The Department shall issue new or revised policy, procedure, and guidance documents affecting CSBs via letters, memoranda,

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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.

- h. Regional Programs:** The Department may conduct utilization review or management activities involving services provided by the CSB through a regional program. If such activities involve the disclosure of PHI, PII, or other information, the information may be used and disclosed as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (k) (6) (ii) ) of the HIPAA regulations and §32.1-127.1:03.D (6) of the Code. If the CSB's receipt of state funds as the fiscal agent for a regional program, as defined in the Regional Program Principles and the Regional Program Procedures in Appendices E and F of the current Core Services Taxonomy, including regional DAP, acute inpatient care (LIPOS), or state facility reinvestment project funds, causes it to be out of compliance with the 10 percent local matching funds requirement in § 37.2-509 of the Code, the Department shall grant an automatic waiver of that requirement related to the funds for that regional program allocated to the other participating CSBs as authorized by that Code section and State Board Policy 4010, available at the Internet link in Exhibit L.
  - i. Peer Review Process:** The Department shall implement a process in collaboration with volunteer CSBs to ensure that at least five percent of community mental health and substance abuse programs receive independent peer reviews annually, per federal requirements and guidelines, to review the quality and appropriateness of services. The Department shall manage this process to ensure that peer reviewers do not monitor their own programs.
  - j. Electronic Health Record:** 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 CSBs.
  - k. 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.
  - l. Department Comments or Recommendations on CSB Operations or Performance:** The Commissioner of the Department may communicate significant issues or concerns about the operations or performance of the CSB to the executive director and CSB board members for their consideration, and the Department agrees to collaborate as appropriate with the executive director and CSB board members as they respond formally to the Department about these issues or concerns.
- 8. Subcontracting:** The CSB may subcontract any requirements in this contract. The CSB shall remain fully and solely responsible and accountable for meeting all of its obligations and duties under this contract, including all services, terms, and conditions, without regard to its

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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 subcontract means a written agreement between the CSB and another party under which the other party performs any of the CSB's obligations. Subcontracts, unless the context or situation supports a different interpretation or meaning, also may include agreements, memoranda of understanding, purchase orders, contracts, or other similar documents for the purchase of services or goods by the CSB from another organization or agency or a person on behalf of an individual. If the CSB hires an individual not as an employee but as a contractor (e.g., a part-time psychiatrist) to work in its programs, this does not constitute subcontracting under this section. CSB payments for rent or room and board in a non-licensed facility (e.g., rent subsidies or a hotel room) do not constitute subcontracting under this section, and the provisions of this section, except for compliance with the Human Rights regulations, do not apply to the purchase of a service for one individual.

- a. **Subcontracts:** The written subcontract shall, as applicable and at a minimum, state the activities to be performed, the time schedule and duration, the policies and requirements, including data reporting, applicable to the subcontractor, the maximum amount of money for which the CSB may become obligated, and the manner in which the subcontractor will be compensated, including payment time frames. Subcontracts shall not contain provisions that require a subcontractor to make payments or contributions to the CSB as a condition of doing business with the CSB.
- b. **Subcontractor Compliance:** The CSB shall require that its subcontractors comply with the requirements of all applicable federal and state statutes, regulations, policies, and reporting requirements that affect or are applicable to the services included in this contract. The CSB shall require that its subcontractors submit to the CSB all required CCS 3 data on individuals they served and services they delivered in the applicable format so that the CSB can include this data in its CCS 3 submissions to the Department. The CSB shall require that any agency, organization, or person with which it intends to subcontract services that are included in this contract is fully qualified and possesses and maintains current all necessary licenses or certifications from the Department and other applicable regulatory entities before it enters into the subcontract and places individuals in the subcontracted service. The CSB shall require all subcontractors that provide services to individuals and are licensed by the Department to maintain compliance with the Human Rights Regulations adopted by the State Board.

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

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

### 9. Terms and Conditions

- a. **Availability of Funds:** The Department and the CSB shall be bound by the provisions of this contract only to the extent of the funds available or that may hereafter become available for the purposes of the contract.
- b. **Compliance:** The Department may utilize a variety of remedies, including requiring a corrective action plan, delaying payments, reducing allocations or payments, and terminating the contract, to assure CSB compliance with this contract. Specific remedies, described in Exhibit I of this contract, may be taken if the CSB fails to satisfy the reporting requirements in this contract.
- c. **Disputes:** Resolution of disputes arising from Department contract compliance review and performance management efforts or from actions by the CSB related to this contract may be pursued through the dispute resolution process in section 9.f, which may be used to appeal only the following conditions:
  - 1.) reduction or withdrawal of state general or federal funds, unless funds for this activity are withdrawn by action of the General Assembly or federal government or by adjustment of allocations or payments pursuant to section 5 of this contract;
  - 2.) termination or suspension of the contract, unless funding is no longer available;
  - 3.) refusal to negotiate or execute a contract modification;
  - 4.) disputes arising over interpretation or precedence of terms, conditions, or scope of the contract; or
  - 5.) determination that an expenditure is not allowable under this contract.
- d. **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 section 9.e. 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.

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

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measures in order to obtain acceptable performance. These changes may include realignment or re-distribution of state-controlled resources or restructuring the staffing or operations of those services. The Department shall review and approve any changes before their implementation. Any changes shall include mechanisms to monitor and evaluate their execution and effectiveness.

### **e. Termination**

- 1.) 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.
- 2.) 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.
- 3.) 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 section 9.d and after affording the CSB an adequate opportunity to use the dispute resolution process described in section 9.f 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.

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

- 1.) Within 15 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 OSS 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 OSS Director shall review the written notice and determine if the dispute falls within the conditions listed in section 9.c. If it does not, the OSS 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 section 9.c, the OSS 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.



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- 4.) Within 15 days of notification to the party, a panel of three or five disinterested persons shall be appointed to hear the dispute. The CSB shall appoint one or two members; the Commissioner shall appoint one or two members; and the appointed members shall appoint the third or fifth member. Each panel member will be informed of the nature of the dispute and be required to sign a statement indicating that he has no interest in the dispute. Any person with an interest in the dispute shall be relieved of panel responsibilities and another person shall be selected as a panel member.
  - 5.) The OSS 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.
  - 6.) The panel members shall elect a chairman and the chairman shall convene the panel. The party requesting the panel hearing shall present evidence first, followed by the presentation of the other party. The burden shall be on the party requesting the panel hearing to establish that the disputed decision or action was incorrect and to present the basis in law, regulation, or policy for its assertion. The panel may hear rebuttal evidence after the initial presentations by the CSB and the Department. The panel may question either party in order to obtain a clear understanding of the facts.
  - 7.) Subject to provisions of the Freedom of Information Act, the panel shall convene in closed session at the end of the hearing and shall issue written recommended findings of fact within seven days of the hearing. The recommended findings of fact shall be submitted to the Commissioner for a final decision.
  - 8.) The findings of fact shall be final and conclusive and shall not be set aside by the Commissioner unless they are (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.
  - 9.) The final decision shall be sent by certified mail to both parties no later than 60 days after receipt of the written notice from the party invoking the dispute resolution process.
  - 10.) Multiple appeal notices shall be handled independently and sequentially so that an initial appeal will not be delayed by a second appeal.
  - 11.) The CSB or the Department may seek judicial review of the final decision to terminate the contract in the Circuit Court for the City of Richmond within 30 days of receipt of the final decision.
- g. Contract Amendment:** This contract, including all exhibits and incorporated documents, constitutes the entire agreement between the Department and the CSB. The services identified in Exhibit A of this contract may be revised in accordance with the performance contract revision instructions contained in Exhibit E of this contract. Other provisions of this contract may be amended only by mutual agreement of the parties, in writing and signed by the parties hereto.
- h. Liability:** The CSB shall defend or compromise, as appropriate, all claims, suits, actions, or proceedings arising from its performance of this contract. The CSB shall obtain and maintain sufficient liability insurance to cover claims for bodily injury and property damage and suitable administrative or directors and officers liability insurance. The CSB may

**FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT**

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.


- I. Constitution of the CSB:** The resolutions or ordinances currently in effect that were enacted by the governing body or bodies of the local government or governments to establish the CSB are consistent with applicable statutory requirements in §§ 37.2-500, 37.2-501, and 37.2-502 or §§ 37.2-601, 37.2-602, and 37.2-603 of the Code and accurately reflect the current purpose, roles and responsibilities, local government membership, number and type of CSB board member appointments from each locality, the CSB's relationship with its local government or governments, and the name of the CSB.
- J. Severability:** Each paragraph and provision of this contract is severable from the entire contract, and the remaining provisions shall nevertheless remain in full force and effect if any provision is declared invalid or unenforceable.


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

**Virginia Department of Behavioral  
Health and Developmental Services**

\_\_\_\_\_  
CSB

By: \_\_\_\_\_  
Name: S. Hughes Melton, MD, MBA  
FAAFP, FABAM  
Title: Commissioner  
Date: 8

By:   
Name: Boy Shannon Jr.  
Title: CSB Chairperson  
Date: 8/23/2018

By:   
Name: Carol Layel  
Title: CSB Executive Director  
Date: 8/13/18

# FY 2019 And FY2020 Community Services Performance Contract

## FY 2019 Exhibit A: Resources and Services

### Alexandria Community Services Board

Consolidated Budget (Pages AF-3 through AF-9)				
Funding Sources	Mental Health (MH) Services	Developmental (DV) Services	Substance Use Disorder (SUD) Services	TOTAL
State Funds	5,952,729	7,131	1,376,433	7,336,293
Local Matching Funds	11,505,914	6,158,868	5,376,211	23,040,993
Total Fees	2,326,065	2,711,745	833,942	5,871,752
Transfer Fees In/(Out)	0	0	0	0
Federal Funds	1,005,403	0	1,156,764	2,162,167
Other Funds	0	0	0	0
State Retained Earnings	0	0	0	0
Federal Retained Earnings	0		0	0
Other Retained Earnings	0	0	0	0
Subtotal Ongoing Funds	20,790,111	8,877,744	8,743,350	38,411,205
State Funds One-Time	0		0	0
Federal Funds One-Time	0		0	0
Subtotal One -Time Funds	0	0	0	0
TOTAL ALL FUNDS	20,790,111	8,877,744	8,743,350	38,411,205
Cost for MH/DV/SUD Services	16,936,904	8,790,738	8,262,782	33,990,424
Cost for Emergency Services (AP-4)				2,423,813
Cost for Ancillary Services (AP-4)				2,069,969
Total Cost for Services				38,484,206

Local Match Computation	
Total State Funds	7,336,293
Total Local Matching Funds	23,040,993
Total State and Local Funds	30,377,286
Total Local Match % (Local / Total State + Local)	75.85%

CSB Administrative Percentage	
Administrative Expenses	3,931,876
Total Cost for Services	38,484,206
Admin / Total Expenses	10.22%

***FY 2019 And FY2020 Community Services Performance Contract  
FY 2019 Exhibit A: Resources and Services  
Alexandria Community Services Board  
Financial Comments***

<b><i>Comment1</i></b>	MH Other Federal CSB: \$194,900 HUD
<b><i>Comment2</i></b>	MH Regional DAP: \$283,386
<b><i>Comment3</i></b>	SA Other Federal CSB: \$176,000 HIDTA
<b><i>Comment4</i></b>	
<b><i>Comment5</i></b>	
<b><i>Comment6</i></b>	
<b><i>Comment7</i></b>	
<b><i>Comment8</i></b>	
<b><i>Comment9</i></b>	
<b><i>Comment10</i></b>	
<b><i>Comment11</i></b>	
<b><i>Comment12</i></b>	
<b><i>Comment13</i></b>	
<b><i>Comment14</i></b>	
<b><i>Comment15</i></b>	
<b><i>Comment16</i></b>	
<b><i>Comment17</i></b>	
<b><i>Comment18</i></b>	
<b><i>Comment19</i></b>	
<b><i>Comment20</i></b>	
<b><i>Comment21</i></b>	
<b><i>Comment22</i></b>	
<b><i>Comment23</i></b>	
<b><i>Comment24</i></b>	
<b><i>Comment25</i></b>	

**FY 2019 And FY2020 Community Services Performance Contract**

**FY 2019 Exhibit A: Resources and Services**

**Mental Health (MH) Services  
Alexandria Community Services Board**

<b>Funding Sources</b>	<b>Funds</b>
<b><u>FEES</u></b>	
MH Medicaid Fees	1,122,464
MH Fees: Other	1,203,601
<b>Total MH Fees</b>	<b>2,326,065</b>
MH Transfer Fees In/(Out)	0
<b>MH Net Fees</b>	<b>2,326,065</b>
<b><u>FEDERAL FUNDS</u></b>	
MH FBG SED Child & Adolescent (93.958)	258,298
MH FBG Young Adult SMI (93.958)	220,040
MH FBG SMI (93.958)	310,044
MH FBG SMI PACT (93.958)	0
MH FBG SMI SWVBH Board (93.958)	0
<b>Total MH FBG SMI Funds</b>	<b>310,044</b>
MH FBG Geriatrics (93.958)	0
MH FBG Peer Services (93.958)	0
<b>Total MH FBG Adult Funds</b>	<b>310,044</b>
MH Federal PATH (93.150)	22,121
MH Federal CABHI (93.243)	0
MH Federal Pre-Trial Diversion Initiative (16.745)	0
MH Other Federal - DBHDS	0
MH Other Federal - CSB	194,900
<b>Total MH Federal Funds</b>	<b>1,005,403</b>
<b><u>STATE FUNDS</u></b>	
<b><u>Regional Funds</u></b>	
MH Acute Care (Fiscal Agent)	0
MH Acute Care Transfer In/(Out)	0
<b>Total MH Net Acute Care - Restricted</b>	<b>0</b>
MH Regional DAP (Fiscal Agent)	0
MH Regional DAP Transfer In/(Out)	283,386
<b>Total MH Net Regional DAP - Restricted</b>	<b>283,386</b>
MH Regional Residential DAP - Restricted	0
MH Crisis Stabilization (Fiscal Agent)	0
MH Crisis Stabilization - Transfer In/(Out)	0
<b>Total Net MH Crisis Stabilization - Restricted</b>	<b>0</b>
MH Transfers from DBHDS Facilities (Fiscal Agent)	0
MH Transfers from DBHDS Facilities - Transfer In/(Out)	0
<b>Total Net MH Transfers from DBHDS Facilities</b>	<b>0</b>

**FY 2019 And FY2020 Community Services Performance Contract**

**FY 2019 Exhibit A: Resources and Services**

**Mental Health (MH) Services  
Alexandria Community Services Board**

<b>Funding Sources</b>	<b>Funds</b>
MH Recovery (Fiscal Agent)	130,000
MH Other Merged Regional Funds (Fiscal Agent)	70,000
MH Total Regional Transfer In/(Out)	0
<b>Total MH Net Unrestricted Regional State Funds</b>	<b>200,000</b>
<b>Total MH Net Regional State Funds</b>	<b>483,386</b>
<b><u>Children State Funds</u></b>	
MH Child & Adolescent Services Initiative	77,033
MH Children's Outpatient Services	75,000
<b>Total MH Restricted Children's Funds</b>	<b>152,033</b>
MH State Children's Services	25,000
MH Juvenile Detention	111,730
MH Demo Proj-System of Care (Child)	369,930
<b>Total MH Unrestricted Children's Funds</b>	<b>506,660</b>
MH Crisis Response & Child Psychiatry (Fiscal Agent)	0
MH Crisis Response & Child Psychiatry Transfer In/(Out)	0
<b>Total MH Net Restricted Crisis Response &amp; Child Psychiatry</b>	<b>0</b>
<b>Total State MH Children's Funds (Restricted for Children)</b>	<b>658,693</b>
<b><u>Other State Funds</u></b>	
MH Law Reform	265,194
MH Pharmacy - Medication Supports	338,397
MH Jail Diversion Services	229,900
MH Assisted Living Facility Support	0
MH Docket Pilot JMHCP Match	0
MH Adult Outpatient Competency Restoration Services	0
MH CIT-Assessment Sites	217,792
MH Expand Telepsychiatry Capacity	13,440
MH Young Adult SMI	572,416
MH PACT	850,000
MH PACT - Forensic Enhancement	0
MH Gero-Psychiatric Services	0
MH Permanent Supportive Housing	0
MH STEP-VA	0
MH Expanded Community Capacity (Fiscal Agent)	0
MH Expanded Community Capacity Transfer In/(Out)	0
<b>Total MH Net Expanded Community Capacity</b>	<b>0</b>
MH First Aid and Suicide Prevention (Fiscal Agent)	0
MH First Aid and Suicide Prevention Transfer In/(Out)	0
<b>Total MH Net First Aid and Suicide Prevention</b>	<b>0</b>
<b>Total MH Restricted Other State Funds</b>	<b>2,487,139</b>

**FY 2019 And FY2020 Community Services Performance Contract**

**FY 2019 Exhibit A: Resources and Services**

**Mental Health (MH) Services  
Alexandria Community Services Board**

<b>Funding Sources</b>	<b>Funds</b>
MH State Funds	2,323,511
MH State Regional Deaf Services	0
MH State NGRI Funds	0
MH Geriatrics Services	0
Total MH Unrestricted Other State Funds	2,323,511
Total MH Other State Funds	4,810,650
<b>TOTAL MH STATE FUNDS</b>	<b>5,952,729</b>
<b><u>OTHER FUNDS</u></b>	
MH Other Funds	0
MH Federal Retained Earnings	0
MH State Retained Earnings	0
MH State Retained Earnings - Regional Programs	0
MH Other Retained Earnings	0
Total MH Other Funds	0
<b><u>LOCAL MATCHING FUNDS</u></b>	
MH Local Government Appropriations	11,505,914
MH Philanthropic Cash Contributions	0
MH In-Kind Contributions	0
MH Local Interest Revenue	0
Total MH Local Matching Funds	11,505,914
Total MH Funds	<b>20,790,111</b>
<b><u>MH ONE TIME FUNDS</u></b>	
MH FBG SMI (93.958)	0
MH FBG SED Child & Adolescent (93.958)	0
MH FBG Peer Services (93.958)	0
MH State Funds	0
Total One Time MH Funds	0
Total MH All Funds	<b>20,790,111</b>

**FY 2019 And FY2020 Community Services Performance Contract**

**FY 2019 Exhibit A: Resources and Services**

**Developmental Services (DV)  
Alexandria Community Services Board**

<b>Funding Sources</b>	<b>Funds</b>
<b><u>FEES</u></b>	
DV Medicaid DD Waiver Fees	0
DV Other Medicaid Fees	240,522
DV Medicaid ICF/IDD Fees	2,000,430
DV Fees: Other	470,793
<b>Total DV Fees</b>	<b>2,711,745</b>
DV Transfer Fees In/(Out)	0
<b>DV NET FEES</b>	<b>2,711,745</b>
<b><u>FEDERAL FUNDS</u></b>	
DV Other Federal - DBHDS	0
DV Other Federal - CSB	0
<b>Total DV Federal Funds</b>	<b>0</b>
<b><u>STATE FUNDS</u></b>	
DV State Funds	7,131
DV OBRA Funds	0
<b>Total DV Unrestricted State Funds</b>	<b>7,131</b>
DV Rental Subsidies	0
DV Guardianship Funding	0
DV Crisis Stabilization (Fiscal Agent)	0
DV Crisis Stabilization Transfer In/(Out)	0
<b>DV Net Crisis Stabilization</b>	<b>0</b>
DV Crisis Stabilization-Children (Fiscal Agent)	0
DV Crisis Stabilization-Children Transfer In/(Out)	0
<b>DV Net Crisis Stabilization -Children</b>	<b>0</b>
DV Transfers from DBHDS Facilities (Fiscal Agent)	0
DV Transfers from DBHDS Facilities - Transfer In/(Out)	0
<b>Total Net DV Transfers from DBHDS Facilities</b>	<b>0</b>
<b>Total DV Restricted State Funds</b>	<b>0</b>
<b>Total DV State Funds</b>	<b>7,131</b>
<b><u>OTHER FUNDS</u></b>	
DV Workshop Sales	0
DV Other Funds	0
DV State Retained Earnings	0
DV State Retained Earnings-Regional Programs	0
DV Other Retained Earnings	0
<b>Total DV Other Funds</b>	<b>0</b>



**FY 2019 And FY2020 Community Services Performance Contract**

**FY 2019 Exhibit A: Resources and Services**

**Developmental Services (DV)  
Alexandria Community Services Board**

<b>Funding Sources</b>	<b>Funds</b>
<b><u>LOCAL MATCHING FUNDS</u></b>	
DV Local Government Appropriations	6,158,868
DV Philanthropic Cash Contributions	0
DV In-Kind Contributions	0
DV Local Interest Revenue	0
<b>Total DV Local Matching Funds</b>	<b>6,158,868</b>
<b>Total DV All Funds</b>	<b>8,877,744</b>

**FY 2019 And FY2020 Community Services Performance Contract**

**FY 2019 Exhibit A: Resources and Services**

**Substance Use Disorder (SUD) Services**

**Alexandria Community Services Board**

<b>Funding Sources</b>	<b>Funds</b>
<b><u>FEES</u></b>	
SUD Medicaid Fees	193,931
SUD Fees: Other	640,011
<b>Total SUD Fees</b>	<b>833,942</b>
SUD Transfer Fees In/(Out)	0
<b>SUD NET FEES</b>	<b>833,942</b>
<b><u>FEDERAL FUNDS</u></b>	
SUD FBG Alcohol/Drug Treatment (93.959)	433,271
SUD FBG SARPOS (93.959)	137,284
SUD FBG Jail Services (93.959)	0
SUD FBG Co-Occurring (93.959)	19,286
SUD FBG New Directions (93.959)	0
SUD FBG Recovery (93.959)	0
SUD FBG MAT - Medically Assisted Treatment (93.959)	142,000
<b>Tota SUD FBG Alcohol/Drug Treatment Funds</b>	<b>731,841</b>
SUD FBG Women (includes LINK at 6 CSBs) (93.959)	50,929
SUD FBG Prevention-Women (LINK) (93.959)	0
<b>Total SUD FBG Women Funds</b>	<b>50,929</b>
SUD FBG Prevention (93.959)	197,994
SUD FBG Prev-Family Wellness (93.959)	0
<b>Total SUD FBG Prevention Funds</b>	<b>197,994</b>
SUD Federal VA Project LINK/PPW (93.243)	0
SUD Federal CABHI (93.243)	0
SUD Federal Strategic Prevention (93.243)	0
SUD Federal YSAT – Implementation (93.243)	0
SUD Federal OPT-R - Prevention (93.788)	0
SUD Federal OPT-R - Treatment (93.788)	0
SUD Federal OPT-R - Recovery (93.788)	0
<b>Total SUD Federal OPT-R Funds (93.788)</b>	<b>0</b>
SUD Other Federal - DBHDS	0
SUD Other Federal - CSB	176,000
<b>TOTAL SUD FEDERAL FUNDS</b>	<b>1,156,764</b>
<b><u>STATE FUNDS</u></b>	
<b><u>Regional Funds</u></b>	
SUD Facility Reinvestment (Fiscal Agent)	0
SUD Facility Reinvestment Transfer In/(Out)	0
<b>Total SUD Net Facility Reinvestment</b>	<b>0</b>
SUD Transfers from DBHDS Facilities (Fiscal Agent)	0
SUD Transfers from DBHDS Facilities - Transfer In/(Out)	0
<b>Total Net SUD Transfers from DBHDS Facilities</b>	<b>0</b>

**FY 2019 And FY2020 Community Services Performance Contract**

**FY 2019 Exhibit A: Resources and Services**

**Substance Use Disorder (SUD) Services**

**Alexandria Community Services Board**

<b>Funding Sources</b>	<b>Funds</b>
<b><u>Other State Funds</u></b>	
SUD Community Detoxification	0
SUD Women (includes LINK at 4 CSBs) (Restricted)	600
SUD Recovery Employment	0
SUD MAT - Medically Assisted Treatment	0
SUD Peer Support Recovery	0
<b>Total SUD Restricted Other State Funds</b>	<b>600</b>
SUD State Funds	1,144,613
SUD Region V Residential	0
SUD Jail Services/Juvenile Detention	138,799
SUD SARPOS	29,645
SUD Recovery	0
SUD HIV/AIDS	62,776
<b>Total SUD Unrestricted Other State Funds</b>	<b>1,375,833</b>
<b>Total SUD Other State Funds</b>	<b>1,376,433</b>
<b>TOTAL SUD STATE FUNDS</b>	<b>1,376,433</b>
<b><u>OTHER FUNDS</u></b>	
SUD Other Funds	0
SUD Federal Retained Earnings	0
SUD State Retained Earnings	0
SUD State Retained Earnings-Regional Programs	0
SUD Other Retained Earnings	0
<b>Total SUD Other Funds</b>	<b>0</b>
<b><u>LOCAL MATCHING FUNDS</u></b>	
SUD Local Government Appropriations	5,376,211
SUD Philanthropic Cash Contributions	0
SUD In-Kind Contributions	0
SUD Local Interest Revenue	0
<b>Total SUD Local Matching Funds</b>	<b>5,376,211</b>
<b>Total SUD Funds</b>	<b>8,743,350</b>
<b><u>SUD ONE-TIME FUNDS</u></b>	
SUD FBG Alcohol/Drug Treatment (93.959)	0
SUD FBG Women (includes LINK-6 CSBs) (93.959)	0
SUD FBG Prevention (93.959)	0
SUD State Funds	0
<b>Total SUD One-Time Funds</b>	<b>0</b>
<b>Total All SUD Funds</b>	<b>8,743,350</b>

**FY 2019 And FY2020 Community Services Performance Contract**

**FY 2019 Exhibit A: Resources and Services**

**Local Government Tax Appropriations**

**Alexandria Community Services Board**

<b>City/County</b>	<b>Tax Appropriation</b>
Alexandria City	23,040,993
<b>Total Local Government Tax Funds:</b>	<b>23,040,993</b>

# **FY 2019 And FY2020 Community Services Performance Contract**

## **FY 2019 Exhibit A: Resources and Services**

### **Supplemental Information**

#### **Reconciliation of Projected Resources and Core Services Costs by Program Area**

##### **Alexandria Community Services Board**

	<b>MH Services</b>	<b>DV Services</b>	<b>SUD Services</b>	<b>Emergency Services</b>	<b>Ancillary Services</b>	<b>Total</b>
<b>Total All Funds (Page AF-1)</b>	20,790,111	8,877,744	8,743,350			38,411,205
<b>Cost for MH, DV, SUD, Emergency, and Ancillary Services</b>	16,936,904	8,790,738	8,262,782	2,423,813	2,069,969	38,484,206
<b>Difference</b>	3,853,207	87,006	480,568	-2,423,813	-2,069,969	-73,001

#### **Difference results from**

**Other:** 73,001

#### **Explanation of Other in Table Above:**

Difference of \$73,001 is due to Acute/Inpatient beds that are paid directly by Fairfax-Falls Church CSB.

**FY 2019 And FY2020 Community Services Performance Contract**

**FY 2019 Exhibit A: Resources and Services**

**CSB 100 Mental Health Services**

**Alexandria Community Services Board**

**Report for Form 11**

<b>Core Services</b>	<b>Projected Service Capacity</b>	<b>Projected Numbers of Individuals Receiving Services</b>	<b>Projected Total Service Costs</b>
250 Acute Psychiatric Inpatient Services	1 Beds	70	\$179,840
310 Outpatient Services	18.6 FTEs	1150	\$3,872,930
312 Medical Services	5.6 FTEs	1400	\$2,218,443
350 Assertive Community Treatment	10 FTEs	70	\$850,000
320 Case Management Services	20.5 FTEs	750	\$3,253,324
410 Day Treatment or Partial Hospitalization	20 Slots	90	\$309,969
425 Mental Health Rehabilitation	42 Slots	170	\$902,803
460 Individual Supported Employment	2.5 FTEs	75	\$303,832
521 Intensive Residential Services	24 Beds	30	\$2,604,136
551 Supervised Residential Services	12 Beds	15	\$1,698,289
581 Supportive Residential Services	2.1 FTEs	47	\$285,192
610 Prevention Services	3.51 FTEs		\$458,146
<b>Totals</b>		<b>3,867</b>	<b>\$16,936,904</b>

<b>Form 11A: Pharmacy Medication Supports</b>	<b>Number of Consumers</b>
803 Total Pharmacy Medication Supports Consumers	221

**FY 2019 And FY2020 Community Services Performance Contract**

**FY 2019 Exhibit A: Resources and Services**

**CSB 200 Developmental Services**

**Alexandria Community Services Board**

**Report for Form 21**

<b>Core Services</b>	<b>Projected Service Capacity</b>	<b>Projected Numbers of Individuals Receiving Services</b>	<b>Projected Total Service Costs</b>
320 Case Management Services	6.25 FTEs	135	\$1,185,244
425 Developmental Habilitation	45 Slots	50	\$1,411,954
465 Group Supported Employment	0.25 Slots	6	\$448,203
460 Individual Supported Employment	6 FTEs	10	\$56,962
521 Intensive Residential Services	35 Beds	36	\$5,080,689
551 Supervised Residential Services	12 Beds	13	\$575,732
581 Supportive Residential Services	0.25 FTEs	4	\$31,954
<b>Totals</b>		<b>254</b>	<b>\$8,790,738</b>

**FY 2019 And FY2020 Community Services Performance Contract**

**FY 2019 Exhibit A: Resources and Services**

**CSB 300 Substance Use Disorder Services**

**Alexandria Community Services Board**

**Report for Form 31**

<b>Core Services</b>	<b>Projected Service Capacity</b>	<b>Projected Numbers of Individuals Receiving Services</b>	<b>Projected Total Service Costs</b>
310 Outpatient Services	7.4 FTEs	375	\$1,899,802
335 Medication Assisted Treatment Services	1.4 FTEs	190	\$175,202
320 Case Management Services	4.87 FTEs	100	\$1,500,555
501 Highly Intensive Residential Services (Medically Managed Withdrawal Services)	8 Beds	190	\$1,308,675
521 Intensive Residential Services	10 Beds	110	\$1,231,921
551 Supervised Residential Services	24 Beds	35	\$943,110
610 Prevention Services	6 FTEs		\$1,203,517
<b>Totals</b>		<b>1,000</b>	<b>\$8,262,782</b>



**FY 2019 And FY2020 Community Services Performance Contract**

**FY 2019 Exhibit A: Resources and Services**

**CSB 400 Emergency and Ancillary Services**

**Alexandria Community Services Board**

**Report for Form 01**

<b>Core Services</b>	<b>Projected Service Capacity</b>	<b>Projected Numbers of Individuals Receiving Services</b>	<b>Projected Total Service Costs</b>
100 Emergency Services	12.45 FTEs	1750	\$2,423,813
318 Motivational Treatment Services	1.15 FTEs	390	\$191,848
390 Consumer Monitoring Services	1.75 FTEs	220	\$257,428
720 Assessment and Evaluation Services	1.25 FTEs	215	\$222,892
620 Early Intervention Services	8.2 FTEs	1300	\$1,397,801
<b>Totals</b>		<b>3,875</b>	<b>\$4,493,782</b>

## **FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT**

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

The Department shall continue to work with CSBs to achieve a welcoming, recovery-oriented, integrated services system for individuals receiving services and their families in which CSBs, state facilities, programs, and services staff, in collaboration with individuals and their families, are becoming more welcoming, recovery-oriented, and integrated. The process for achieving this goal within limited resources is to build a system-wide CQI process in a partnership among CSBs, the Department, and other stakeholders in which there is a consistent shared vision combined with a measurable and achievable implementation process for each CSB to make progress toward it.

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

The CSB and Department agree to implement, monitor, and take appropriate action on the following performance measures.

#### **I. Exhibit B Performance Measures**

##### **A. Continuity of Care for Local Psychiatric Inpatient Discharges**

- 1. Measure:** Percent of individuals for whom the CSB purchased or managed local inpatient psychiatric services from a private psychiatric hospital or psychiatric unit in a public or private hospital who keep a face-to-face (non-emergency) mental health outpatient service appointment within seven calendar days after discharge.
- 2. Benchmark:** **At least 70 percent** of these individuals shall receive a face-to-face (non-emergency) mental health outpatient service from the CSB within seven calendar days after discharge.
- 3. Monitoring:** The Department shall monitor this measure through comparing CCS 3 data on individuals receiving local inpatient services funded through LIPOS, otherwise purchased, or managed (e.g., free bed days included in LIPOS contracts) by the CSB and the next date on which those individuals received mental health outpatient services after the end date for the inpatient services and work with the CSB to achieve this benchmark if it did not meet it.

##### **B. Continuity of Care for State Hospital Discharges**

- 1. Measure:** Percent of individuals for whom the CSB is the identified case management CSB who keep a face-to-face (non-emergency) mental health outpatient service appointment within seven calendar days after discharge from a state hospital.
- 2. Benchmark:** **At least 80 percent** of these individuals shall receive a face-to-face (non-emergency) mental health outpatient service from the CSB within seven calendar days after discharge.
- 3. Monitoring:** The Department shall monitor this measure through comparing AVATAR data on individuals discharged from state hospitals to the CSB with CCS 3 data about

## **FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT**

their dates of mental health outpatient services after discharge from the state hospital and work with the CSB to achieve this benchmark if it did not meet it.

### **C. Residential Crisis Stabilization Unit (RCSU) Utilization**

1. **Measure:** Percent of all available RCSU bed days for adults and children utilized annually.
2. **Benchmark:** The CSB that operates an RCSU shall ensure that the RCSU, once it is fully operational, achieves an annual average utilization rate of **at least 75 percent** of available bed days.
3. **Monitoring:** The Department shall monitor this measure using data from CCS 3 service records and CARS service capacity reports and work with the CSB to achieve this benchmark if it did not meet it.

### **D. Regional Discharge Assistance Program (RDAP) Service Provision**

1. **Measure:** Percentage of the total annual state RDAP fund allocations to a region obligated and expended by the end of the fiscal year.
2. **Benchmark:** CSBs in a region shall **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 benchmark does not include one-time state RDAP allocations provided to support ongoing DAP plans for multiple years.
3. **Monitoring:** The Department shall monitor this measure using reports from regional managers and CARS reports. If CSBs in a region cannot accomplish this measure, the Department may work with the regional management group (RMG) and participating CSBs to transfer state RDAP funds to other regions to reduce extraordinary barriers to discharge lists (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. See Exhibit C for additional information.

### **E. Local Inpatient Purchase of Services (LIPOS) Provision**

1. **Measure:** Percentage of the total annual regional state mental health LIPOS fund allocations to a region expended by the end of the fiscal year.
2. **Benchmark:** CSBs in a region shall **expend at least 85 percent** of the total annual regional state mental health LIPOS fund allocations by the end of the fiscal year.
3. **Monitoring:** The Department shall monitor this measure using reports from regional managers and CARS reports. If CSBs in a region cannot accomplish this measure, the Department may work with the regional management group (RMG) and participating CSBs to transfer regional state mental health LIPOS funds to other regions to expand the availability of local inpatient psychiatric hospital services to the greatest extent possible, unless the CSBs through the regional manager provide acceptable explanations for greater amounts of unexpended regional state mental health LIPOS funds. See Exhibit H for additional information.

### **F. PACT Caseload**

1. **Measure:** Average number of individuals receiving services from the PACT team during the preceding quarter.
2. **Benchmark:** The CSB that operates a PACT team shall serve **at least 75 percent** of the number of individuals who could be served by the available staff providing services to

## **FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT**

individuals at the ratio of 10 individuals per clinical staff on average (ref. 12VAC35-105-1370 in the Department's licensing regulations) in the preceding quarter.

3. **Monitoring:** The Department shall monitor this measure using data from the CCS 3 consumer and service files and the PACT data system and work with the CSB to achieve this benchmark if it did not meet it.

### **G. Provision of Developmental Enhanced Case Management Services**

1. **Measures:** Percentage of individuals receiving DD Waiver services who meet the criteria for receiving enhanced case management (ECM) services who:
    - a. Receive at least one face-to-face case management service monthly with no more than 40 days between visits, and
    - b. Receive at least one face-to-face case management service visit every other month in the individual's place of residence.
  2. **Benchmark:** The CSB shall provide the case management service visits in measures 1.a and b to **at least 90 percent** of the individuals receiving DD Wavier services who meet the criteria for ECM.
  3. **Monitoring:** The Department shall use data from CCS 3 consumer, type of care, and service files to monitor these measures and work with the CSB to achieve this benchmark if it did not meet it.
- H. The CSB agrees to monitor the percentage of adults (age 18 or older) receiving developmental case management services from the CSB whose case managers discussed integrated, community-based employment with them during their annual case management individual supports plan (ISP) meetings. The Department agrees to monitor this measure through using CCS 3 data and work with the CSB to increase this percentage. Refer to State Board Policy (SYS) 1044 Employment First for additional information and guidance. Integrated, community-based employment does not include sheltered employment.
- I. The CSB agrees to monitor the percentage of adults (age 18 or older) receiving developmental case management services from the CSB whose ISPs, developed or updated at the annual ISP meeting, contained employment outcomes, including outcomes that address barriers to employment. The Department agrees to monitor this measure through using CCS 3 data and work with the CSB to increase this percentage. Employment outcomes do not include sheltered employment or prevocational services.
- J. The CSB agrees to monitor and report data through CCS 3 about individuals who are receiving case management services from the CSB and are receiving DD Waiver services whose case managers discussed community engagement or community coaching opportunities with them during their most recent annual case management individual support plan (ISP) meeting. Community engagement or community coaching supports and fosters the ability of an individual to acquire, retain, or improve skills necessary to build positive social behavior, interpersonal competence, greater independence, employability, and personal choice necessary to access typical activities and functions of community life such as those chosen by the general population; it does not include community opportunities with more than three individuals with disabilities.
- K. The CSB agrees to monitor and report data through CCS 3 about individuals who are receiving case management services from the CSB and are receiving DD Waiver services whose individual support plans (ISPs), developed or updated at the annual ISP meeting, contained community engagement or community coaching goals.

## FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT

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

- o intensity of engagement of adults receiving mental health case management services,
- o adults who are receiving mental health or substance use disorder outpatient or case management services or mental health medical services and have a new or recurrent diagnosis of major depressive disorder who received suicide risk assessments,
- o children ages seven through 17 who are receiving mental health or substance use disorder outpatient or case management services or mental health medical services and have a new or recurrent diagnosis of major depressive disorder who received suicide risk assessments,
- o adults with SMI who are receiving mental health case management services who received a complete physical examination in the last 12 months,
- o adults who are receiving mental health medical services, had a Body Mass Index (BMI) calculated, and had a BMI outside of the normal range who had follow-up plans documented, and
- o initiation, engagement, and retention in substance use disorder services for adults and children who are 13 years old or older with a new episode of substance use disorder services.

The last five measures are defined in Appendix H of CCS 3 Extract Specifications Version 7.4.

**III. Access to Substance Abuse Services for Pregnant Women**

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

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


CSB

By:

Name:

Title:

Date:

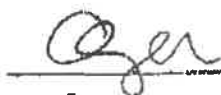
  
 Roy Shannon Jr.  
 CSB Chairperson  
 8/23/2018

By:

Name:

Title:

Date:

  
 Carol Layer  
 CSB Executive Director  
 8/13/18

## **FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT**

### **Exhibit C: Regional Discharge Assistance Program (RDAP) Requirements**

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.

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 CSB shall comply with the current Discharge Assistance Program Manual issued by the Department, which is incorporated into and made a part of this contract by reference and is available at the Internet link in Appendix L. If there are conflicts or inconsistencies between the manual and this contract, applicable provisions of this contract shall control.
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 Appendices E and F of Core Services Taxonomy 7.3.
4. The CSB, through the RMG and RUMCT on which it participates, shall ensure that other funds such as Medicaid payments are used to offset the costs of approved IDAPPs to the greatest extent possible so that state RDAP funds can be used to implement additional IDAPPs to reduce EBLs.
5. On behalf of the CSBs in the region, the regional manager funded by the Department and employed by a participating CSB shall submit mid-year and end of the fiscal year reports to the Department in a format developed by the Department in consultation with regional managers that separately displays the total actual year-to-date expenditures of state RDAP funds for ongoing IDAPPs and for one-time IDAPPs and the amounts of obligated but unspent state RDAP funds.
6. The CSB and state hospital representatives on the RMG on which the CSB participates shall have authority to reallocate state RDAP funds among CSBs from CSBs that cannot use them in a reasonable time to CSBs that need additional state RDAP funds to implement more IDAPPs to reduce EBLs.
7. 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.
8. On behalf of the CSBs in a region, the regional manager shall continue submitting the quarterly summary of IDAPPs to the Department in a format developed by the Department in consultation with regional managers that displays year-to-date information about ongoing and one-time IDAPPs, including data about each individual receiving DAP services, the amounts of 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.
9. The Department, pursuant to sections 6.f and 7.g of this contract, may conduct utilization reviews of the CSB or region at any time to confirm the effective utilization of state RDAP funds and the implementation of all approved ongoing and one-time IDAPPs.

**FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT**

**Exhibit D: Individual CSB Performance Measures**

N/A

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

**Virginia Department of Behavioral Health  
and Developmental Services**

\_\_\_\_\_  
\_\_\_\_\_  
**CSB**

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

Name: S. Hughes Melton, MD, MBA  
FAAFP, FABAM

Title: Commissioner

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

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

Name: \_\_\_\_\_

Title: CSB Chairperson

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

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

Name: \_\_\_\_\_

Title: CSB Executive Director

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

## **FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT**

### **Exhibit E: Performance Contract Process**

**06-15-18:** The Department distributes the FY 2019 and FY 2020 Community Services Performance Contract, hereafter referred to as the FY 2019 Performance Contract, by this date electronically. An Exhibit D may list performance measures that have been negotiated with a CSB to be included in the contract. The Department's Office of Information Services and Technology (OIS&T) distributes the FY 2019 Performance Contract package software in the Community Automated Reporting System (CARS) to CSBs. The Department distributes the FY 2019 Letters of Notification to CSBs by this date electronically with enclosures that show tentative allocations of state and federal block grant funds.

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

**07-11-18:** The OIS&T distributes FY 2018 end of the fiscal year performance contract report software in CARS.

**07-31-18:** CSBs submit their Community Consumer Submission 3 (CCS 3) consumer, type of care, service, diagnosis, and outcomes-extract files for June to the OIS&T in time to be received by this date.

During July and August, CSB Financial Analysts prepare EDI transfers for payments 3 and 4 (August) of state and federal funds and send the transfers to the Department of Accounts.

**08-03-18:** Exhibit A and other parts of the FY 2019 Performance Contract, submitted electronically in CARS, are due in the OIS&T by this date. Table 2 of the Performance Contract Supplement (also in CARS) shall be submitted with the contract. While a paper copy of the entire contract is not submitted, paper copies of the following completed pages with signatures where required are due in the Office of Support Services (OSS) by this date: signature pages of the contract body and Exhibit B, Exhibit D if applicable, Exhibit F (two pages), and Exhibit G. Contracts shall conform to Letter of Notification allocations of state and federal funds or amounts subsequently revised by or negotiated with the OSS and confirmed in writing and shall contain actual appropriated amounts of local matching funds. If the CSB cannot include the minimum 10 percent local matching funds in the contract, it shall submit a written request for a waiver of the matching funds requirement, pursuant to § 37.2-509 of the Code and State Board Policy 4010, to the OSS with its contract. This requirement also applies to end of the fiscal year performance contract reports if the reports reflect less than the minimum 10 percent local matching funds.

During August and September, CSB Financial Analysts prepare EDI transfers for payments 5 and 6 (September) of state and federal funds for CSBs whose contracts were received by **08-03-18** and determined to be complete by **08-14-18** and, after the OSS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts. Payments shall not be released without complete contracts, as defined in Exhibit E and item 1 of Exhibit I. For a CSB whose contract is received after this date, EDI transfers for these two semi-monthly payments will be processed when the contract is complete and funds will be disbursed with the next scheduled payment.



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**08-15-18:** CSBs submit their complete CCS 3 reports for total (annual) FY 2018 CCS 3 service unit data to the OIS&T in time to be received by this date. This later date for final CCS service unit data allows the inclusion of all units of services delivered in that fiscal year that might not be in local information systems in July.

**08-31-18:** CSBs send complete FY 2018 end of the fiscal year performance contract reports electronically in CARS to the OIS&T in time to be received by this date.

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

Once they complete their reviews of a CSB's reports, the OSS Community Contracting Director and OFGM CSB Financial Analysts notify the CSB to submit new reports reflecting only those approved changes to OIS&T. CSBs submit new reports to correct errors or inaccuracies no later than **09-14-2018**. The Department will not accept CARS report corrections after this date. Upon receipt, the process described above is repeated to ensure the new reports contain only those changes identified by OFGM and OSS staff. If the reviews document this, OSS and OFGM staff approves the reports, and OIS&T staff processes final report data into the Department's community services database.

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

**08-31-18:** CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for July to the OIT&S in time to be received by this date.

**09-21-18:** Department staff complete reviews by this date of contracts received by the due date that are complete and acceptable. Contracts received after the due date shall be processed in the order in which they are received.

1. The OFGM analyzes the revenue information in the contract for conformity to Letter of Notification allocations and advises the CSB to revise and resubmit financial forms in Exhibit A of its contract if necessary.
2. The Offices of Adult Behavioral Health, Child and Family, and Developmental Services review and approve new service proposals and consider program issues related to existing services based on Exhibit A.
3. The OSS assesses contract completeness, examines maintenance of local matching funds, integrates new service information, makes corrections and changes on the service forms in Exhibit A, negotiates changes in Exhibit A, and finalizes the contract for signature by the Commissioner. The OSS Community Contracting Director notifies the CSB when its contract is not complete or has not been approved and advises the CSB to revise and resubmit its contract.

## **FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT**

4. The OIS&T receives CARS and CCS 3 submissions from CSBs, maintains the community services database, and processes signed contracts into that database as they are received from the OSS.

**09-28-18:** CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for August to the OIT&S in time to be received by this date.

**10-03-18:** After the Commissioner signs it, the OSS sends a copy of the approved contract Exhibit A to the CSB with the signature page containing the Commissioner's signature. The CSB shall review this Exhibit A, which reflects all changes negotiated by Department staff; complete the signature page, which documents its acceptance of these changes; and return the completed signature page to the OSS Community Contracting Director.

During September and October, CSB Financial Analysts prepare EDI transfers for payments 7 and 8 (October) and, after the OSS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts. Payment 7 shall not be released without receipt of a CSB's final FY 2018 CCS 3 consumer, type of care, service, diagnosis, and outcomes extract files by the due date. Payment 8 shall not be released without receipt of a CSB's complete, as defined in item 2.a. of Exhibit I, FY 2018 end of the fiscal year CARS reports by the due date and without a contract signed by the Commissioner.

During October and November, CSB Financial Analysts prepare EDI transfers for payments 9 and 10 (November), and, after the OSS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts for CSBs whose complete CCS 3 submissions for the first two months of FY 2019 and the completed contract signature page were received from the CSB.

**10-16-18:** CSBs submit Federal Balance Reports to the OFGM in time to be received by this date.

**10-31-18:** CSBs submit CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for September to the OIT&S in time to be received by this date.

During November and December, CSB Financial Analysts prepare EDI transfers for payments 11 and 12 (December), and, after the OSS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts. Payments shall not be released without receipt of September CCS 3 submissions.

**11-30-18:** CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for October to the OIT&S in time to be received by this date.

**12-03-18: A.** CSBs that are not local government departments or included in local government audits send one copy of the audit report for the preceding fiscal year on all CSB operated programs to the Department's Office of Budget and Financial Reporting (OBFR) by this date. A management letter and plan of correction for deficiencies must be sent with this report. CSBs submit a copy of C.P.A. audit reports for all contract programs for their last full fiscal year, ending on June 30, to the OBFR by this date. For programs with different fiscal years, reports are due three months after the end of the year. Management letters and plans of correction for deficiencies must be included with these reports.

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**B.** Audit reports for CSBs that are local government departments or are included in local government audits are submitted to the Auditor of Public Accounts by the local government. Under a separate cover, the CSB must forward a plan of correction for any audit deficiencies that are related to or affect the CSB to the OBFR by this date. Also, to satisfy federal block grant sub-recipient monitoring requirements imposed on the Department under the Single Audit Act, a CSB that is a local government department or is included in its local government audit shall contract with the same CPA audit firm that audits its locality to perform testing related to the federal Mental Health Services and Substance Abuse Prevention and Treatment Block Grants. Alternately, the local government's internal audit department can work with the CSB and the Department to provide the necessary sub-recipient monitoring information.

If the CSB receives an audit identifying material deficiencies or containing a disclaimer or prepares the plan of correction referenced in the preceding paragraph, the CSB and the Department shall negotiate an Exhibit D that addresses the deficiencies or disclaimer and includes a proposed plan with specific timeframes to address them, and this Exhibit D and the proposed plan shall become part of this contract.

During December CSB Financial Analysts prepare EDI transfers for payment 13 (1<sup>st</sup> January), and, after the OSS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts for CSBs whose FY 2018 end of the fiscal year performance contract reports have been verified as accurate and internally consistent, per items 2.b. through d. of Exhibit I, and whose CCS 3 monthly extracts for October have been received. Payments shall not be released without verified reports and CCS 3 submissions for October.

**12-31-18:** CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for November to the OIT&S in time to be received by this date.

During January and early February, CSB Financial Analysts prepare EDI transfers for payments 14 through 16 (2<sup>nd</sup> January, February), and, after the OSS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts for CSBs whose monthly CCS 3 consumer, type of care, and service extract files for November were received by the end of December. Payments shall not be released without receipt of these monthly CCS 3 submissions and receipt of audit reports with related management letters and plans of corrections (A at 12-03-18) or sub-recipient monitoring information and plans of corrections (B at 12-03-18).

**01-11-19:** The OIS&T distributes FY 2019 mid-year performance contract report software in CARS.

**01-31-19:** CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for December to the OIS&T in time to be received by this date.

**02-15-19:** CSBs send complete mid-year performance contract reports and a revised Table 1 in Exhibit H to the OIS&T electronically in CARS within 45 calendar days after the end of the second quarter in time to be received by this date. OIT&S staff places the reports on a shared drive for OSS and OFGM staff to access them. The offices review and act on the reports using the process described for the end of the fiscal year reports. When reports are acceptable, OIS&T staff processes the data into the community services data base.

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During late February, CSB Financial Analysts prepare EDI transfers for payment 17 (1<sup>st</sup> March), and, after the OSS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts for CSBs whose monthly CCS 3 consumer, type of care, service, diagnosis, and outcomes extract files for December were received by the end of January; payments shall not be released without these monthly CCS 3 submissions.

During March, CSB Financial Analysts prepare EDI transfers for payments 18 and 19 (2<sup>nd</sup> March, 1<sup>st</sup> April) and, after the OSS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts for CSBs whose complete FY 2019 mid-year performance contract reports were received by the due date. Payments shall not be released without complete reports, as defined in item 2.a. of Exhibit I.

**02-28-19:** CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for January to the OIS&T in time to be received by this date.

**03-29-19:** CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for February to the OIS&T in time to be received by this date.

During April and early May, CSB Financial Analysts prepare EDI transfers for payments 20 through 22 (2<sup>nd</sup> April, May) and, after the OSS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts for CSBs whose mid-year performance contract reports have been verified as accurate and internally consistent, per items 2.b. through d. of Exhibit I, and whose monthly CCS 3 consumer, type of care, service, diagnosis, and outcomes extract files for January and February were received by the end of the month following the month of the extract. Payments shall not be released without verified reports and these monthly CCS 3 submissions.

**04-30-19:** CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for March to the OIS&T in time to be received by this date.

During late May, CSB Financial Analysts prepare EDI transfers for payment 23 (1<sup>st</sup> June), and, after the OSS Community Contracting Director authorizes their release, send transfers to the Department of Accounts for CSBs whose monthly CCS 3 consumer, type of care, service, diagnosis, and outcomes extract files for March were received by the end of April. Payments shall not be released without these monthly CCS 3 submissions.

**05-31-19:** CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for April to the OIS&T in time to be received by this date.

During early June, CSB Financial Analysts prepare EDI transfers for payment 24 (2<sup>nd</sup> June) and, after the OSS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts, after the Department has made any final adjustments in the CSB's state and federal funds allocations, for CSBs whose monthly CCS 3 consumer, type of care, service, diagnosis, and outcomes extract files for April were received by the end of May. If April CCS 3 extract files are not received by May 31, this may delay or even eliminate payment 24 due to time restrictions on when the Department can send EDI transfers to DOA for payment 24. Payments shall not be released without these monthly CCS 3 submissions.

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**06-28-19:** CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for May to the OIS&T by this date.

**07-12-19:** The OIS&T distributes FY 2019 end of the fiscal year performance contract report software in CARS to CSBs.

**07-31-19:** CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for June to the OIS&T in time to be received by this date.

**08-15-19:** CSBs submit their complete CCS 3 reports for total (annual) FY 2019 service units to the OIS&T in time to be received by this date. This later date for final CCS 3 service unit data, allows the inclusion of all units of services delivered in the fiscal year that might not be in local information systems in July.

**08-30-19:** CSBs send complete FY 2019 end of the fiscal year performance contract reports electronically in CARS to the OIS&T in time to be received by this date. If the CSB cannot include the minimum 10 percent local matching funds in its reports and a waiver has not been granted previously in the fiscal year by the Department, it shall submit a written request for a waiver of the matching funds requirement, pursuant to § 37.2-509 of the Code and State Board Policy 4010, to the OSS with its report.

### **Performance Contract Revision Instructions**

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

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

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

**FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT**

**Exhibit F: Federal Compliances**

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

***Check One***

- ☒ 1. The CSB has no employees being paid totally with Federal Mental Health Block Grant funds or Federal Substance Abuse Block Grant (SABG) funds at a direct annual salary (not including fringe benefits and operating costs) in excess of Level II of the federal Executive Schedule.
- ☐ 2. The following employees are being paid totally with Federal Mental Health or SABG funds at a direct annual salary (not including fringe benefits and operating costs) in excess of Level II of the federal Executive Schedule.

<i>Name</i>	<i>Title</i>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

**Assurances Regarding Equal Treatment for Faith-Based Organizations**

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

**FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT****Exhibit F: Federal Compliances****Assurances Regarding Restrictions on the Use of Federal Block Grant Funds**

The CSB assures that it is and will continue to be in full compliance with the applicable provisions of the federal Mental Health Services Block Grant (CFDA 93.958) and the federal Substance Abuse Block Grant (CFDA 95.959), including those contained in Appendix B of the CSB Administrative Requirements and the following requirements. Under no circumstances shall Federal Mental Health Services and Substance Abuse Block Grant (SABG) funds be used to:

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

Also, no SABG prevention set-aside funds shall be used to prevent continued substance use by anyone diagnosed with a substance use disorder.

[Source: 45 CFR § 96.135]

  
Signature of CSB Executive Director

8/13/18  
Date

<sup>1</sup> However, the CSB may expend SABG funds for inpatient hospital substance abuse services only when all of the following conditions are met:

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

[Source: 45 CFR § 96.135]

**FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT**

**Exhibit G: Local Contact for Disbursement of Funds**

1. Name of the CSB: Alexandria

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

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, do not complete items 3 and 4 below.

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

Name: Mark B. Jenks Title: City Manager

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

Name: Dave Clark Title: City Treasurer

5. Name, title, and address of the Fiscal Agent official or the name and address of the CSB if it acts as its own fiscal agent to whom checks should be electronically transmitted:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



## **FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT**

### **Exhibit H: Regional Local Inpatient Purchase of Services (LIPOS) Requirements**

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.

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 Appendices E and F of 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. On behalf of the CSBs in the region, the regional manager funded by the Department and employed by a participating CSB shall use the core elements of the LIPOS contract template and submit the standardized LIPOS data collection tool developed by the regional managers and distributed by the Department on March 16, 2016 or subsequent revisions of the template or tool.
4. The CSB and state hospital representatives on the RMG on which the CSB participates shall have authority to reallocate regional state mental health LIPOS funds among CSBs from CSBs that cannot use them in a reasonable time to CSBs that need additional regional state mental health LIPOS funds to meet their local inpatient psychiatric hospital service needs.
5. If CSBs in the region cannot expend at least 85 percent of the total annual regional state mental health LIPOS fund allocations on a regional basis by the end of the fiscal year, the Department may work with the RMG and participating CSBs to transfer regional state mental health LIPOS funds to other regions to expand the availability of local inpatient psychiatric hospital services to the greatest extent possible, unless the CSBs through the regional manager provide acceptable explanations for greater amounts of unexpended regional state mental health LIPOS funds.
6. The Department, pursuant to sections 6.f and 7.g of this contract, may conduct utilization reviews of the CSB or region at any time to confirm the effective utilization of regional state mental health LIPOS funds.

## **FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT**

### **Exhibit 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, and monthly CCS 3 extracts to the Department.

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

If the CSB does not meet these performance contract requirements, the Department may delay future semi-monthly payments of state and federal funds until satisfactory performance is achieved.

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

If the CSB does not meet these requirements for its mid-year and end-of-the-fiscal year CARS reports, the Department may delay future semi-monthly payments state and federal funds until satisfactory performance is achieved. The Department may impose one-time reductions of state funds apportioned for CSB administrative expenses<sup>1</sup> on a CSB for its failure to meet the following requirements in its end-of-the-fiscal year CARS report:

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

3. The CSB shall submit monthly consumer, type of care, service, diagnosis, and outcomes files by the end of the month following the month for which the data is extracted in accordance with the CCS 3 Extract Specifications, including the current Business Rules. The submissions shall satisfy the requirements in sections 6.d and 7.e of the contract body and the Data Quality

## **FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT**

Performance Expectation Affirmations in Appendix E of the CSB Administrative Requirements. If the CSB fails to meet the extract submission requirements in Exhibit E of this contract, the Department may delay semi-monthly payments until satisfactory performance is achieved, unless the Department has not provided the CCS 3 extract application to the CSB in time for it to transmit its monthly submissions.

4. If the Department negotiates an Exhibit D with a CSB because of unacceptable data quality, and the CSB fails to satisfy the requirements in Exhibit D by the end of the contract term, the Department may impose a one-time one percent reduction not to exceed a total of \$15,000 of state funds apportioned for CSB administrative expenses<sup>1</sup> on the CSB.
5. Substance abuse prevention units of service data and quarterly reports shall be submitted to the Department through the prevention data system planned and implemented by the Department in collaboration with the VACSB DMC.

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

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

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

The Department will grant an extension only in very exceptional situations such as a catastrophic information system failure, a key staff person's unanticipated illness or accident, or a local emergency or disaster situation that makes it impossible to meet the due date.

1. It is the responsibility of the CSB to obtain and confirm the Department's approval of an extension of the due date within the time frames specified below. Failure of the CSB to fulfill this responsibility constitutes prima facie acceptance by the CSB of any resulting one-time reduction in state funds apportioned for administrative expenses.
2. As soon as CSB staff becomes aware that it cannot submit the end-of-the-fiscal year CARS report in time to be received in the Department by 5:00 p.m. on the due date, the executive director must inform the Office of Support Services (OSS) Director or Community Contracting Director that it is requesting an extension of this due date. This request should be submitted as soon as possible and it shall be in writing, describe completely the reason(s) and need for the extension, and state the date on which the report will be received by the Department.
3. The written request for an extension must be received in the OSS no later than 5:00 p.m. on the fourth business day before the due date. A facsimile transmission of the request to the OSS fax number (804-371-0092), received by that time and date, is acceptable if receipt of the transmission is confirmed with a return facsimile memo from the OSS no later than 5:00 p.m. on the third business day before the due date. Telephone extension requests are not acceptable and will not be processed.
4. The OSS will act on all requests for due date extensions that are received in accordance with this process and will notify the requesting CSBs by facsimile transmission of the status of their requests by 5:00 p.m. on the second business day before the due date.

# FY 2019 And FY2020 Community Services Performance Contract

## Table 2: Board Management Salary Costs

Name of CSB: Alexandria Community Services Board		FY 2019		
Table 2a:	FY 2019	Salary Range	Budgeted Tot.	Tenure
Management Position Title	Beginning	Ending	Salary Cost	(yrs)
Executive Director	\$144,502.00	\$144,502.00	\$144,502.00	1.00

## Table 2: Integrated Behavioral and Primary Health Care Questions

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

Yes

2. If yes, who is the partner?

☒ a federally qualified health center

Name: Alexandria Neighborhood Health Services, Inc.

☐ a free clinic

Name:

☐ a local health department, or

Name:

☐ another organization

Name:

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

☒ on-site in a CSB program,

☐ on-site at the primary health care provider, or

☐ another site --specify:

4. Where is behavioral health care provided?

☒ on-site in a CSB program,

☐ on-site at the primary health care provider, or

☐ another site --specify:

# **FY 2019 - 2020 Community Services Board Performance Contract**

**Table 1: Board of Directors Membership Characteristics**

<b>Name of CSB:</b>	Alexandria Community Services Board		
<b>Total Appointment:</b>	<input type="text" value="11"/>	<b>Vacancies:</b>	<input type="text" value="1"/> <b>Filled Appointments:</b> <input type="text" value="11"/>
<b>Number of Individuals Who Previously Received Services:</b>	<input type="text" value="2"/>		
<b>Number of Individuals Currently Receiving Services:</b>	<input type="text" value="1"/>		
<b>Number of Family Members:</b>	<input type="text" value="0"/>		

**Table 2b: Community Services Board Employees**

FY 2019						
1	2	3	4	5	6	7
# FTEs	MH	DV	SA	Emer & Anc	Admin	Total
Consumer service	86.16	57.6	41	25.7		210.37
Peer	6	0	0	0		6
Support staff	36.52	9.3	14	5.3	42.09	107.01
Total	128.68	66.9	55	31	42.09	323.38

FY 2019 Community Services Performance Contract

Exhibit D: CSB Board of Directors Membership List

Alexandria Community Services Board

Name	Address	Email Address	Phone Number	Start Date	End Date	Term No.
Roy Shannon - Chair	302 E Raymond Avenue, Alexandria, VA 22301	<a href="mailto:rrshannon@rbmdk.com">rrshannon@rbmdk.com</a>	703-518-5157	6/23/2016	6/14/2019	3
Brad Bertinot	2716 King Street, Alexandria, VA 22302	<a href="mailto:bertinot@me.com">bertinot@me.com</a>	253-209-9600	11/9/2016	11/9/2019	1
Christopher Dunay	704 Upland Plaxe, Alexandria, VA 22314	<a href="mailto:Christopher.dunay@uspto.gov">Christopher.dunay@uspto.gov</a>	413-388-8212	5/10/2016	5/10/2019	1
Judith Heffner	4034 Elliott Street, Alexandria, VA 22304	<a href="mailto:jude3@comcast.net">jude3@comcast.net</a>	703-820-0807	4/12/2016	4/12/2019	1
Henry Johnson	2918 N. Rosser Street, Alexandria, VA 22311	<a href="mailto:hjohnson0051@gmail.com">hjohnson0051@gmail.com</a>	703-937-6738	2/10/2016	2/10/2019	1
Heidi Posson	24 West Del Ray Avenue, Alexandria, VA 22301	<a href="mailto:heidiposson@comcast.net">heidiposson@comcast.net</a>	703-549-2628	12/8/2015	12/8/2018	1
Karen Ritter	100 1/2 East Reed Avenue, Alexandria, VA 22305	<a href="mailto:1karen.ritter@gmail.com">1karen.ritter@gmail.com</a>	303-409-1136	5/9/2017	10/13/2018	1
Eugene Stammeyer	419 East Timber Branch Parkway, Alexandria, VA 22302	<a href="mailto:kristaandgene@gmail.com">kristaandgene@gmail.com</a>	703-548-5463	9/27/2011	9/9/2017	2
Attiah (Amy) Syeda	5290 Duke Street, Apt. 116, Alexandria, VA 22304	<a href="mailto:amysyeda0814@gmail.com">amysyeda0814@gmail.com</a>	703-622-3080	2/14/2017	2/14/2020	1
Doug Woehlke	6527 Christmas Tree Ln. Huntingtown, MD 20639	<a href="mailto:douglas.woehlke@alexandriava.gov">douglas.woehlke@alexandriava.gov</a>	703-746-5111	10/5/2017	10/5/2020	1