

AMENDMENT 1
Northwestern Community Services
FY 2022 AND FY 2023 COMMUNITY SERVICES PERFORMANCE CONTRACT
Contract No. P0551.774.1

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Other Amended Performance Contract Document Attachments

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

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1. Purpose

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

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

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

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

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

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

2. Defined Terms

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

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

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

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Fiscal Agent the Fiscal Agent has two specific purposes.

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

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

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

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

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

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

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

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

3. Relationship

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

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

4. Term and Termination

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

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

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

5. Contract Amendment

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

6. Services

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

7. Service Change Management

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

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

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

8. Funding Requirements

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A. Funding Resources

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

B. Funding Allocations

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

C. Expenses for Services

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

D. Use of Funds

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

E. Availability of Funds

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

F. Local Match

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

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

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G. Local Contact for Disbursement of Funds

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

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

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

9. Billing and Payment Terms and Conditions

A. Federal Funds Invoicing

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

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

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B. Payment Terms

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

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

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

C. Reconciliation and Closeout Disclosures.

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

- a. The CSB shall comply with applicable federal grant reconciliation and closeout disclosures as provided in Exhibit F of the performance contract and established by the FSGMO.
- b. Unexpended federal funds must either be returned in the form of a check made payable to the Treasurer of Virginia and sent to:
DBHDS
Office of Fiscal and Grants Management
PO Box 1797
Richmond, VA 23218-1797
C/O Ramona Howell

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

Account Number: 201141795720002
Routing Number: 061000104
EIN: 546001731

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

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

Eric.Billings@dbhds.virginia.gov

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

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

10. CSB Responsibilities

A. Exhibit A

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

B. Populations Served

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

C. Scope of Services

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

D. Response to Complaints

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

E. Quality of Care

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

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

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

F. Reporting Requirements and Data Quality

1. Individual Outcome and CSB Provider Performance Measures

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

2. Electronic Health Record

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

3. Reporting Requirements

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

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

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- d. follow the user acceptance testing process described in Appendix D of the CSB Administrative Requirements for new CCS Extract releases and participate in the user acceptance testing process when requested to do so by the Department;
 - e. report service data on substance abuse prevention and mental health promotion services provided by the CSB that are supported wholly or in part by the SABG set aside for prevention services through the prevention data system planned and implemented by the Department in collaboration with the VACSB DMC, but report funding, expenditure, and cost data on these services through CARS); and report service, funding, expenditure, and cost data on any other mental health promotion services through CCS Extract and CARS;
 - f. report data and information required by the current Appropriation Act; and
 - g. report data identified collaboratively by the Department and the CSB working
 - h. through the VACSB DMC
- 4. Routine Reporting Requirements**
- The CSB shall account for all services, funds, expenses, and costs accurately and submit reports to the Department in a timely manner using current CARS, CCS, or other software provided by the Department. All reports shall be provided in the form and format prescribed by the Department. The CSB shall provide the following information and meet the following reporting requirements:
- a. types and service capacities of services provided, costs for services provided, and funds received by source and amount and expenses paid by program area and for emergency and ancillary services semi-annually in CARS, and state and federal block grant funds expended by service category with the end-of-the-fiscal year CARS report;
 - b. demographic characteristics of individuals receiving services and types and amounts of services provided to each individual monthly through the current CCS;
 - c. Federal Balance Report;
 - d. PATH reports (mid-year and at the end of the fiscal year);
 - e. amounts of state, local, federal, Medicaid, other fees, other funds used to pay for services by service category in each program area and emergency and ancillary services in the end of the fiscal year CARS report; and
 - f. other reporting requirements in the current CCS Extract Specifications.
- 5. Subsequent Reporting Requirements:** In accordance with State Board Policy 1030, the CSB shall work with the Department through the VACSB DMC to ensure that current data and reporting requirements are consistent with each other and the current Core Services Taxonomy, the current CCS Extract, and the federal substance abuse Treatment Episode Data Set (TEDS) and other federal reporting requirements. The CSB also shall work with the Department through the VACSB DMC in planning and developing any additional reporting or documentation requirements beyond those identified in this contract to ensure that the requirements are consistent with the current taxonomy, the current CCS Extract, and the TEDS and other federal reporting requirements.
- 6. Data Elements:** The CSB shall work with the Department through the DMC to standardize data definitions, periodically review existing required data elements to eliminate elements that are no longer needed, minimize the addition of new data elements to minimum necessary ones, review CSB business processes so that information is collected in a systematic manner, and support efficient extraction of required data from CSB electronic health record systems whenever this is possible.

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

11. Subcontracting

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

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

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

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

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A. Subcontracts

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

B. Subcontractor Compliance

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

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

C. Subcontractor Dispute Resolution

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

D. Quality Improvement Activities

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

12. Compliance with Laws

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

A. HIPAA

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

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

B. Employment Anti-Discrimination

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

C. Service Delivery Anti-Discrimination

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

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

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

D. General State Requirements

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

E. Conflict of Interests

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

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

F. Freedom of Information

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

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

G. Protection of Individuals Receiving Services

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

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

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

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H. Licensing

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

13. Department Responsibilities

A. Program and Service Reviews

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

B. State Facility Services

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

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

C. Quality of Care

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

D. Department CSB Performance Measures Data Dashboard

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

E. Utilization Management

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

F. Human Rights

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

G. Licensing

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

H. Peer Review Process

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

I. Electronic Health Record (EHR)

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

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

J. Reviews

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

K. Reporting and Data Quality Requirements

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

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

L. Community Consumer Submission

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

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

M. Data Elements

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

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

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

N. Streamlining Reporting Requirements

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

O. Data Quality

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

P. Surveys

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

Q. Communication

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

R. Department Comments or Recommendations on CSB Operations or Performance

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

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

14. Compliance and Dispute Resolution

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

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

A. Disputes

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

B. Dispute Resolution Process

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

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

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

C. Remediation Process

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

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

15. Liability

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

16. Severability

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

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

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17. Signatures

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

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

By: _____

Name: Nelson Smith

Title: Commissioner

Date: _____

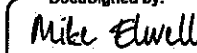
Northwestern Community Services

By:  _____
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Name: Dominika Seal

Title: Chairperson

Date: 6/2/2022 | 19:29 EDT

By:  _____
DocuSigned by:
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Name: Mike Elwell

Title: Executive Director

Date: 6/2/2022 | 07:15 EDT

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18. Exhibit L: List of Acronyms

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

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

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

Introduction

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

1. Continuous Quality Improvement Framework

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

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

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

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

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

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

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

A. Technical assistance (TA)

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

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

B. Quality Improvement Plans (QIP)

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

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

C. Corrective Action Plans (CAP)

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

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

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

3. Performance Measures

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

A. Suicide Screening Measure

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

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

B. Same Day Access Measures

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

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

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

C. SUD Engagement Measure

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

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

D. DLA-20 Measure

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

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

4. Additional Expectations and Elements Being Monitored

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

A. Outpatient Primary Care Screening and Monitoring**1. Primary Care Screening Measures**

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

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

B. Outpatient Services

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

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

5. Service Members, Veterans, and Families**A. Training**

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

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

B. Presenting for Services

Measures: Percentage of clients with SMVF status presenting for services

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

C. Referral Destination

Measures: Percentage served referred to SMVF referral destination

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

D. Columbia Suicide Severity Rating Scale

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

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

E. Monitoring

CSB must report all data through its CCS monthly submission.

6. Peer and Family Support Services**A. Certification and Registration**

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

B. Unduplicated individuals receiving Peer Services

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

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

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

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

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

E. Closing Programs

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

F. Monitoring

CSB must report data through its CCS monthly submission.

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

9. Residential Crisis Stabilization Unit (RCSU) Utilization

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

10. General Performance Goal and Expectation

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

Amendment 1**FY22-23 Community Services Performance Contract****Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures****11. Emergency Services Performance Goal and Expectation**

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

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

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

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

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

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

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

14. Data Quality Performance Expectation

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

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

15. Employment and Housing Opportunities Expectation

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

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

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

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

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

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

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

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

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

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

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

Amendment 1**Exhibit E: Exhibit E: FY2022 AND FY2023 Performance Contract Schedule and Process****I. Administrative Performance Requirements****I. Process for Obtaining an Extension of the End-of-the-Fiscal Year CARS Report Due Date**

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

J. Performance Contract Revision Instructions:

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

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I. Background

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

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

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

II. Defined Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. General Federal Grant Requirements for the Department and CSBs

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

A. SAMHSA GRANTS

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

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

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

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

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

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

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

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

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

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

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

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

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