



City Council
 Neal Osborne, Mayor
 Bill Hartley, Vice Mayor
 Anthony Farnum, Council Member
 Kevin Mumpower, Council Member
 Kevin Wingard, Council Member



CITY COUNCIL
 300 Lee Street, Bristol, Virginia 24201
 September 24, 2019

6:00 PM

Call to Order
 Moment of Silence
 Pledge of Allegiance

- A. Mayor's Minute and Council Comments
- B. Matters to be Presented by Members of the Public- Non-Agenda Items.

REGULAR AGENDA

1. First Reading of Ordinance to Amend the City Zoning Map for Request #ZMA 01-2019 from Long Crescent LLC for Tax Map #221-A-2, 221-A-3, and 261-A-6A.
2. Approval of performance contract between Highlands Community Services and the City of Bristol, Virginia. Request approval.
3. Approval for City Manager to sign deeds transferring property to BVU Authority as required by Code of Virginia section § 15.2-7210.
4. Appointment to Planning Commission.

CONSENT AGENDA

5. Supplemental Appropriation Request

Fire Department Grants

Appropriate funds received as reimbursement from VDEM for the deployment of the Swiftwater Team.

Expenditure	4-001-32030-5535	Travel-Swiftwater Rescue	\$10,110
Revenue	3-001-24010-0082	Dept. of Emg. Mgmt.-Swiftwater	\$10,110

6. Budget Transfers

From School Local Capital Projects Fund to School Operating Fund

Approve the transfer of budgeted monies from the School Local Capital Projects Fund to the School Operating Fund to fund two maintenance positions. This is a transfer of appropriations; no additional local monies are required.

Decrease	4-001-61010-9205	School Transfers-Capital Fund	\$86,000
Increase	4-001-61010-9200	School Transfers-Operating Fund	\$86,000

7. Purchase Requisitions of \$131,401

- C. Closed Session
- D. City Manager's Comments
- E. Adjournment

**CITY COUNCIL
AGENDA ITEM SUMMARY**

Meeting Date: September 24, 2019

Department: Community & Economic
Development

Staff Contact: Sally Morgan, City Planner

AGENDA ITEM WORDING:

First Reading of Ordinance to Amend the City Zoning Map for Request #ZMA 01-2019 from Long Crescent LLC for Tax Map #221-A-2, 221-A-3, and 261-A-6A.

ITEM BACKGROUND:

An application was received on July 16 for a request for a map amendment of three tracts of land along Long Crescent Road owned by Long Crescent LLC from R-1A (Single-Family Residential) to B-3 (Intermediate Business). The property is currently undeveloped and the applicant /property owner is proposing a campground and RV park which comes under the term of overnight recreational development. The desired use of the property is only allowed by right in a B-3 (Intermediate Business) or an A (Agricultural) zoning district. The city staff followed state code requirements in considering the request and prepared a staff report recommending approval of the request. The Planning Commission considered the request and voted to not accept the staff recommendation, and therefore sends its recommendation for denial of the request to City Council. City Council can vote to accept the Planning Commission recommendation denying the zoning map amendment application or it can approve the rezoning request. If approved, there will need to be two readings because a zoning map amendment is the same as an ordinance change.

PREVIOUS RELEVANT ACTION:

August 19, 2019 - The Planning Commission voted to forward the application to City Council for a joint public hearing. September 10, 2019 - A joint public hearing was held with the City Council and Planning Commission September 16, 2019 - The Planning Commission voted 4-0 to not accept the staff recommendation on the request and to recommend denial of the request.

STAFF RECOMMENDATION:

DOCUMENTATION:

[SR-Final ZMA 01-2019.docx](#)

[ZMA01-2019DRAFTORDINANCE.doc](#)

FINAL STAFF REPORT
Updated from Preliminary Staff Report



To: Bristol, VA Planning Commission
By: Sally Morgan, City Planner
Date: **September 12, 2019**
RE: **Zoning Map Amendment (ZMA 01-2019)** – Long Crescent LLC, Tax Map Nos. 221-A-2, 221-A-3, and 261-A-6A with frontage on Long Crescent Road

I MEETING DATE: Monday, September 16, 2019

II REQUEST:

- a. Proposal: The petitioner proposes amending the City of Bristol Zoning Map, to change new Map Parcels 221-A-2, 221-A-3, and 261-A-6A from **R-1A** (Single Family Residence) zoning to **B-3** (Intermediate Business)
- b. Proposed Use: Overnight Recreational Development (Campground/RV Park/Cabins)
- c. Location: Long Crescent Road, Map Parcels # 221-A-2, 221-A-3, and 261-A-6A
- d. Owner: Long Crescent LLC
- e. Applicant: same as Owner

III PROCESS:

Pursuant to Bristol City Code (BCC) §50-61, an applicant must present a request to the Planning Commission Director to be heard by the Planning Commission and City Council. This item will first be considered by the Planning Commission at a regularly scheduled meeting. Following its review, a joint public hearing will be held with City Council in accordance with Virginia State Statute §15.2-2204. This meeting shall also require notice be provided to adjoining property owners and to the adjoining locality of Washington County pursuant to Virginia State Statute §15.2-2204 as well as advertised twice in the newspaper.

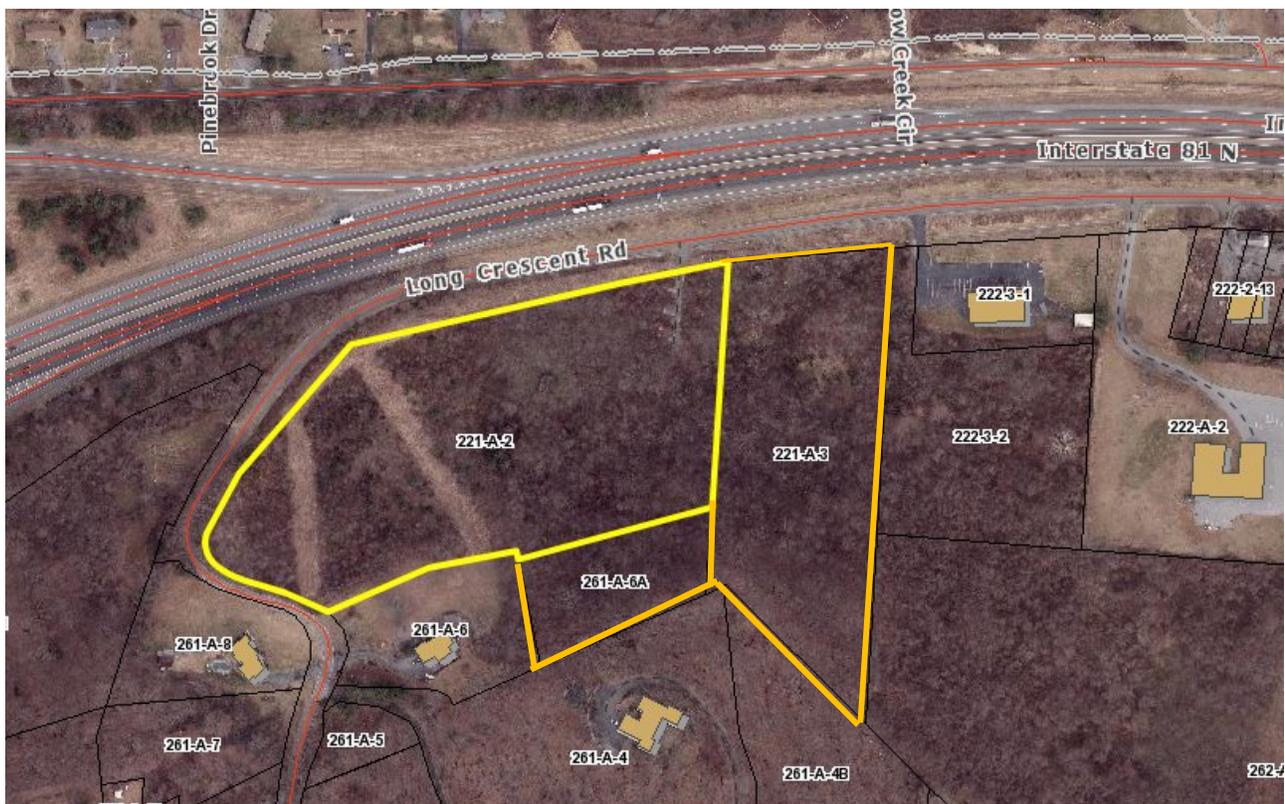
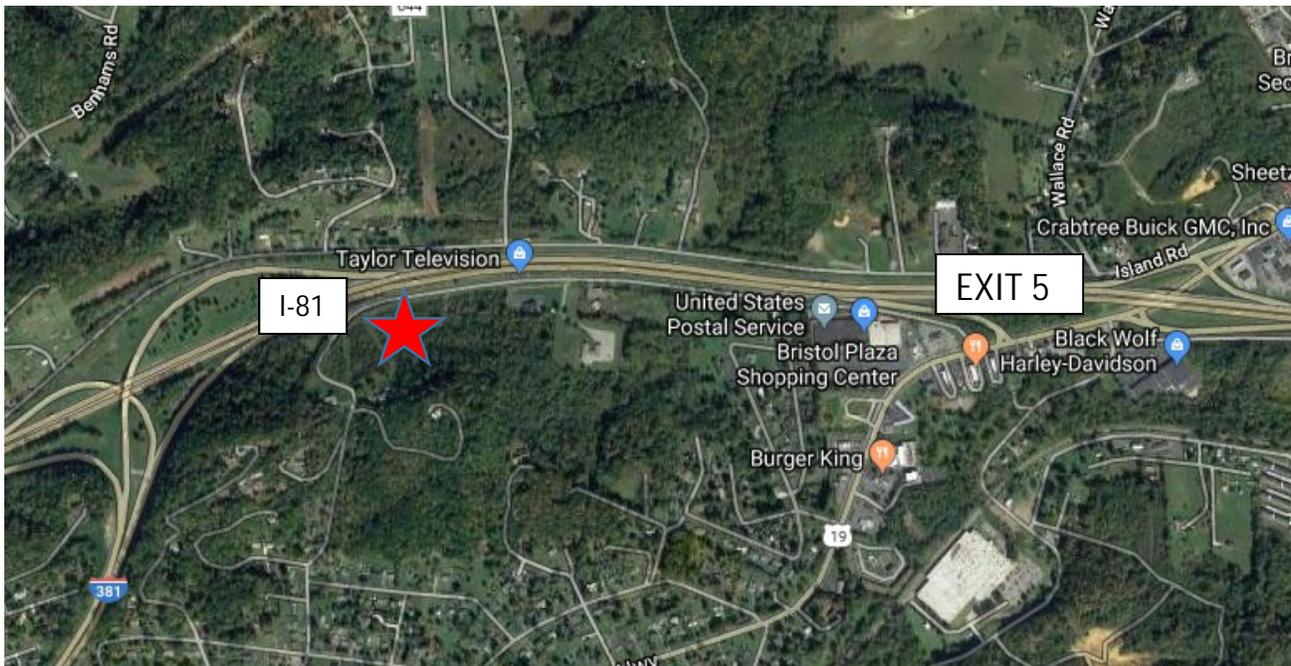
The Planning Commission voted on August 19, 2019 to forward the application to the City Council for a Joint Public Hearing. The Joint Public Hearing was held on September 10, 2019.

IV PRIOR CITY ACTIONS:

There has been no previous similar zoning map amendment requests for this property to the knowledge of current city staff. The City Council adopted on July 9, 2019 a new section of city code 50-177 for Overnight Recreational Development and changes to Section 50-109 to allow this type of development as a permitted use in a B-3 zone.

V BACKGROUND INFORMATION:

- a. Existing Land Use: Undeveloped and vacant
- b. Existing Zoning Designation: R-1A (Single-Family Residential)
- c. Future Land Use Map Designation: Regional Commercial
- d. Size of Site: 3 parcels, 19 acres
- e. Historic Land Use: Agricultural, Wooded, Mobile Home Park was located on northeast corner of property (up until mid-2000s)
- f. Existing Vegetation: Trees and brush
- g. Property Location Map and Aerial View of Property



h. Photos of Property

Looking to southwest from Long Crescent Drive. Woodmen Building in left foreground.



Panorama shot looking south from Interstate right of way, showing entrance to property



View from other side of Interstate showing powerline easement and nearest residence at 1737 Long Crescent Road



View of roadway going south toward Meadow Drive and residence at 1736 Long Crescent Road



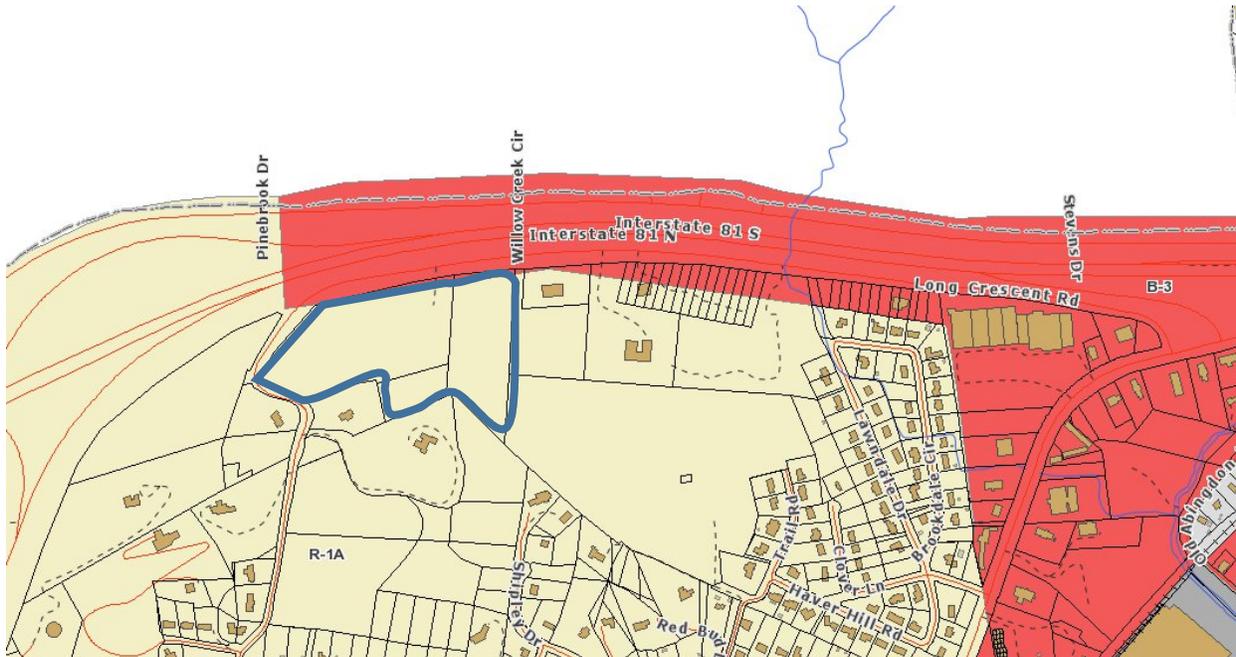
View taken on subject property looking south



View taken on subject property looking west

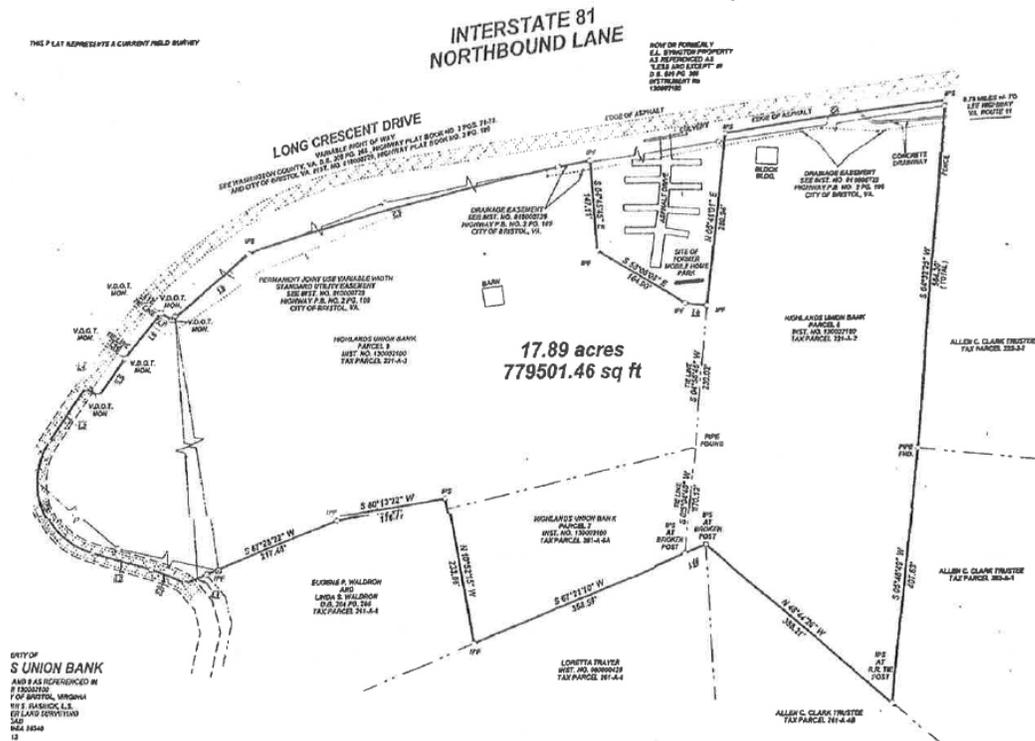


i. Current Zoning



j. Legal Property Description

The property is legally described by a boundary survey prepared by John Rasnick. The survey shows 17.89 acres not including an approximately 1 acre tract that was added to the purchase when the property was bought by the current owner in 2018. The tax parcel maps include this tract as part of Tax Map No. 221-A-2 and it is included in the rezoning request.



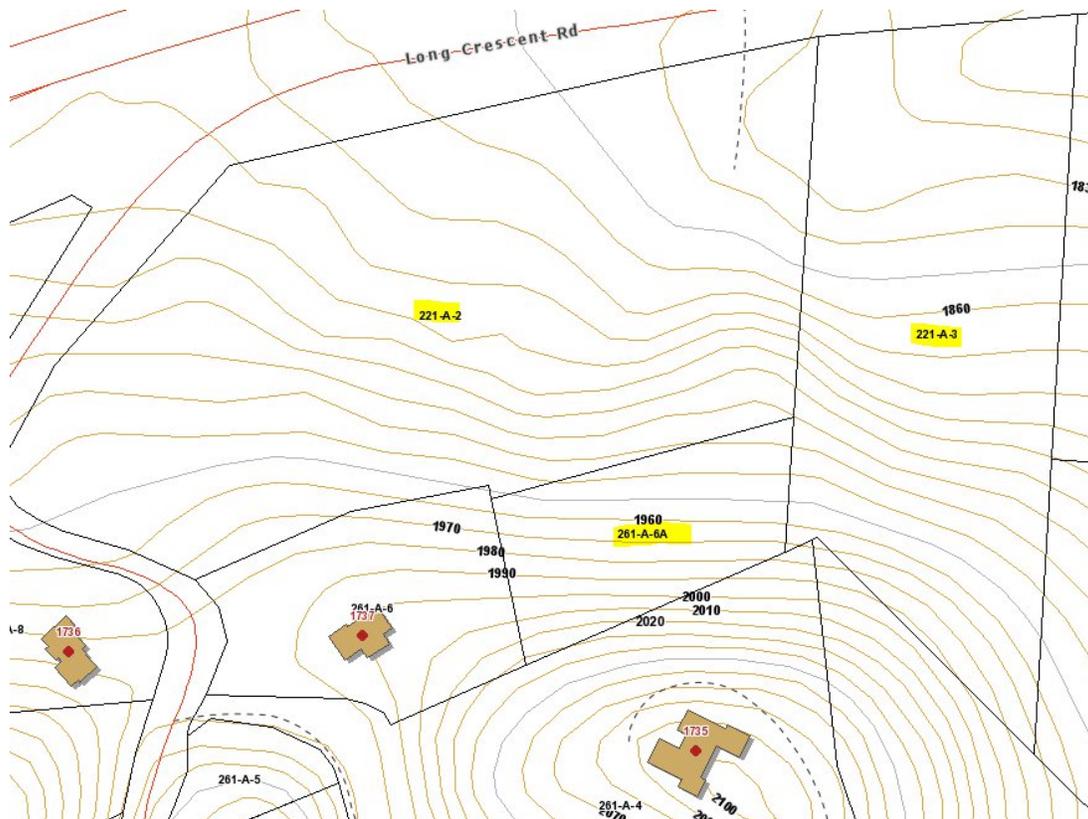
VI APPLICATION:

The applicant has submitted a zoning map amendment application and an application fee to the City. The applicant proposes to rezone the tract from the current R-1A residential zoning to B-3 business zone to be able to develop an overnight recreational development that would accommodate tent camping, recreational vehicles, and overnight cabins. A concept plan was submitted with the application which is attached to this staff report, and the applicant is working with a consulting engineer to develop more detailed plans.

VII. PROPERTY DESCRIPTION AND COMMUNITY CHARACTER OF IMMEDIATE VICINITY:

The subject property consists of three adjoining parcels – two of which have a combined estimated 1,900 linear feet of road frontage on Long Crescent Road. The third parcel adjoins both of the larger parcels on the southern side of the property. The property is now heavily vegetated with trees and shrubbery, however it appears from historical aerial photos that a significant portion of the largest tract was cleared pastureland up until the mid-2000s. There was a barn on the property that also confirms the earlier agricultural use of the land. The property was owned by the E. L. Byington family prior to its ownership by Highlands Union Bank and subsequent conveyance to the current owner and applicant in August 2018.

The land is immediately south of Interstate 81 and is accessed from Exit 5 via Lee Highway (U.S. Route 11) and Long Crescent Road. The subject property slopes upward from the northeastern corner of the property to the south and southwest. The highest point on the southern edge of the property is 2,030 feet in elevation as compared to the lowest point at about 1,810 at the northeastern edge, resulting in an increase of about 220 feet in slope. The map below shows the contours.



There is no evidence of any previous development on the property or any knowledge of development proposals in the past.

Vehicular access to the subject property is from Long Crescent Road which parallels Interstate 81 on the front of the property. There are currently two entrances into the property on the northern side, including one at the location of the former mobile home park. That entrance is about 4,000 feet from the intersection with Lee Highway (Route 11). The other entrance is about 150 feet to the east from this entrance.

Long Crescent Road is a two-lane paved city street with pavement width of about 22 feet for most of the frontage, but that width narrows down to about 18 feet or less on the uphill western side of the property. Long Crescent Road provides access to the Taylor TV shop, Kingsway Baptist Church, and the Woodmen Family Activity Center. Its intersection at Lee Highway is not signalized.

A 16-inch public water line with adequate pressure is available along the roadway and the closest fire hydrant is at the entrance of the Kingsway Baptist Church. There is no public sewer serving this property which has no doubt limited its development. The closest sewer line is about 1,750 feet away at the Briarwood subdivision (Lawndale Drive). There are two BVU overhead electric lines that cross the property. The aerial photo on Page 2 shows the path of the lines by the vegetation cut.

The existing uses bordering the subject tract are semi-public (Woodmen Center) and woodland on the east, large lot single-family residential on the south, and woodland, undeveloped land to the west across Long Crescent. Of course, the Interstate lies to the immediate north. Across I-81 is a mixture of low-density residential development and undeveloped property. The property has substantial visibility from the Interstate. Visibility of the property is limited from the south side to the slope of the property and existing vegetation.

VIII. LAND USE AND ZONING HISTORY:

The original zoning of this area was done under the Washington County Zoning Ordinance before it was annexed into the City in 1974. The oldest city zoning map in our offices (un-dated but from the 1970's following annexation of this area) shows the subject property as being zoned R-1A, except for a small part on the northern edge along the road frontage that was zoned B-3. Subsequent zoning maps including the current one show that most of that business-zoned frontage is now part of the VDOT right of way for the Interstate and city right-of-way for Long Crescent.

As mentioned previously, the property proposed for rezoning has never been developed and has been used only for agricultural purposes, except for the mobile home park that existed up until the 1990's on the one-acre piece in the northeastern corner. We have been unable to find any records from the county or city health department on the mobile home park.

IX. LEGISLATIVE AUTHORITY AND PROCESS FOR ZONING MAP AMENDMENTS

Section 50-44 of the City Code and Section 15.2-2285 and 15.2286 of the Code of Virginia, as amended, allow for a process to amend the zoning ordinance including zoning map amendments. Code of Virginia Section 15.2286 (7) states that the governing body may amend the regulations,

district boundaries, or classifications of property due to “public necessity, convenience, general welfare, or good zoning practice.”

VA Code Section 15.2-2284 states that the drawing of a zoning map (and changes thereof) shall be done “with reasonable consideration given to the existing use and character of property, the comprehensive plan, the suitability of property for various uses, the trends of growth or change, the current and future requirements of the community as to land for various purposes as determined by population and economic studies and other studies, the transportation requirements of the community, the requirements for airports, housing, schools, parks, playgrounds, recreation areas and other public services, the conservation of natural resources, the preservation of flood plains, the protection of life and property from impounding structure failures, the preservation of agricultural and forestal land, the conservation of properties and their values and the encouragement of the most appropriate use of land throughout the locality.”

X. STAFF ANALYSIS

The following sections of the report provide staff analysis for these issues:

(a) Compatibility with Neighboring Land Uses and Effects on Community Character:

The subject property is bordered on the south by single-family homes at the top of Long Crescent Road as it goes over the ridge and back down toward Meadow Drive and Virginia Heights/Spring Garden neighborhood. The concept layout of the recreational development shows the closest cabin site to be approximately 50 feet to the southern boundary line. The closest house to that boundary line (1737 Long Crescent Dr.) is about 120 feet from the rear property line. There is another dwelling (1736 Long Crescent Dr.) that is across the street but within about 130 feet of the subject property. A third house which sits on the top of the hill above the property at 2,100 feet in elevation is located over 300 feet from the property line.

Due to current vegetation and slope, visibility of the adjoining subject property is limited. Clearing and cutting the vegetation would increase the visibility, but the slope would still provide some barrier to viewing activity on the subject property from the residences. The other adjoining land uses which border the east side are semi-public assembly uses – the Woodman Family Center and the Kingsway Baptist Church. Commercial B-3 zoning would be compatible with these uses.

(b) B-3 Zone Characteristics and Description: Although the applicant is proposing the use of the property for a campground and RV park, a zoning map amendment, if approved, would allow any use permitted by right in the B-3 zone. Pursuant to BCC §50-72(11), the purpose of the B-3 District is to “provide a place for business uses that do not require a central location. It shall provide areas for development of retail and personal service commercial, community and regional shopping centers of integrated design and high-density development of commercial businesses in certain areas adjacent to major transportation arteries or thoroughfares within the city.”

Pursuant to BCC §50-109, permitted (“as-of-right”) uses in B-3 are:

- (1) *Bank*
- (2) *Barbershop or beauty parlor.*
- (3) *Church.*
- (4) *Day care center for adults.*
- (5) *Decorator's shop.*
- (6) *Laundry establishments.*
- (7) *Coin-operated laundry establishments.*
- (8) *Automobile service station.*
- (9) *Automobile service center.*
- (10) *Indoor restaurants.*
- (11) *Dry cleaning establishments.*
- (12) *Car or truck wash (manual or automatic).*
- (13) *Automobile sales and services, not to include heavy repairs.*
- (14) *Bus terminals.*
- (15) *Hotels.*
- (16) *Motor hotels.*
- (17) *Indoor theaters.*
- (18) *Manufacture of articles to be sold at retail on the premises, provided such manufacturing is incidental to the retail business and employs not more than five operators.*
- (19) *Newspaper offices.*
- (20) *Offices and studios.*
- (21) *Parking lots.*
- (22) *Parking garages.*
- (23) *Places of amusement.*
- (24) *Printing and engraving establishments.*
- (25) *Public buildings and public or private utilities.*
- (26) *Public or private clubs.*
- (27) *Retail businesses.*
- (28) *Radio and TV stations.*
- (29) *Wholesale businesses, not to include warehouses.*
- (30) *Signs utilizing a constant, uninterrupted source of light advertising a use conducted on the premises*
- (31) *Animal clinics without outside kennels.*
- (32) *Clinics.*
- (33) *Drive-in restaurants.*
- (34) *Drive-in theaters.*
- (35) *Funeral homes.*
- (36) *Child care centers.*
- (37) *Motels and motor hotels.*
- (38) *Used car lots.*
- (39) *Public or private health clubs.*
- (40) *Body piercing salon.*
- (41) *Body piercing school.*
- (42) *Tattoo parlor.*

(43) *Tattoo school*

(44) *Overnight recreational development*

The B-3 district has no minimum lot size. Setbacks required are: 10' front, 20' rear yard, and 10' side yard if adjoining a residential district. The B-3 zone is designed for highway-oriented and more intensive commercial land uses as opposed to the other two business districts (B-2 which is downtown business district and B-1 which is neighborhood commercial for less intensive business uses). An overnight recreational development is only allowed by right in the B-3 and A zones and is subject to the standards adopted in city code Section 50-177.

- (c) **Development Potential:** Pursuant to BCC §50-72 (2), the purpose of the existing R-1A district (single family residential) is “to protect single-family uses in protected areas of established development. This district applies only to lots of record as of the date of adoption of the ordinance from which this article was derived where the minimum lot size shall not be less than 15,000 square feet.”

Although there are single-family homes on large lots adjoining the subject property to the south, the location immediately next to Interstate 81 may not be conducive to the expansion of single-family residential development. The property has been vacant for many years with no expansion of residential use proposed. Also, it should be considered whether this area needs to continue to be zoned residential for the purpose of “protecting areas of established development.” The sloped terrain provides somewhat of a natural separation between the established neighborhood to the south and the Interstate and business-oriented uses near Exit 5.

Easy access and proximity to Interstate 81 and visibility from the highway are features that make the subject property appropriate for commercial development. The 19-acre tract is large enough to accommodate a commercial business or even multiple businesses. The site does have a significant amount of street frontage, although the Long Crescent Road access is only suitable for commercial traffic coming from the east direction due to the narrowing of the roadway as it goes southward. Commercial access from this direction would not be appropriate.

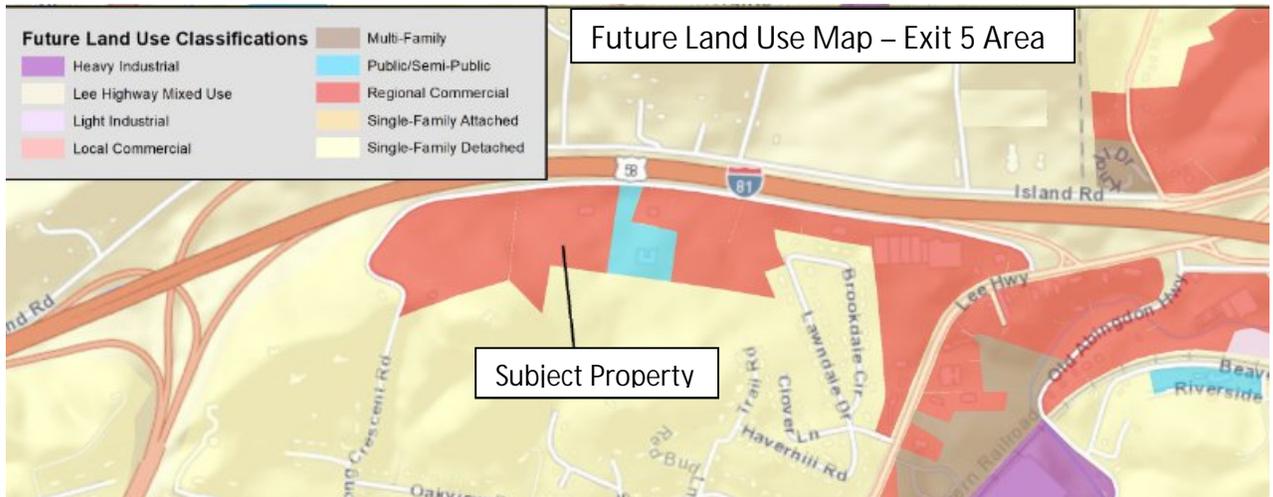
The location more than 4,000 feet from U.S. 11 and Exit 5 will likely limit its potential for some of the permitted uses in the B-3 zone. For example, a restaurant or convenience store would likely need to locate on a roadway with much higher traffic counts, however an office building or wholesale business may be more appropriate for this location. The proposed use of the property as an overnight recreational development for camping would appear to be less intensive than other potential commercial uses.

- (d) **Consistency with the 2017 Adopted City Comprehensive Plan:** The 2017 City Comprehensive Plan addresses future commercial development in the Exit 5 and 7 areas and encourages continued efforts to grow that area into the premier shopping destination within the Tri-Cities area. (Page 53, Objective #3). Objective #4 on the same page addresses aesthetics and design of commercial areas with strategy 4(G): “Encourage the transition and

redevelopment of incompatible land use arrangements, as identified on the Land Use Map, into more compatible land use arrangements” (p. 53).

The Future Land Use map (updated and revised in 2019) shows the subject property as “Regional Commercial.” This land use designation is to encourage establishments that “draw from a regional consumer traveling along I-81,” as opposed to the “Local Commercial” land use category that is “intended to provide daily goods and services conveniently to nearby neighborhoods (P. 33).

Due to its proximity to the Interstate, most of the area along Long Crescent Road up to where the roadway narrows is designated Regional Commercial. The ridge south of the road frontage property provides a relatively substantial barrier to further commercial development, and serves as a natural buffer between the proposed commercial site and the low density Virginia Heights neighborhood to the south.



(e) **Impacts**

Local Traffic: The proposed use of the property for an overnight recreational development, as defined in city code, will increase the level of traffic on Long Crescent Road. It is difficult to estimate the amount of traffic based only on the concept plan that has been submitted, however the city transportation planner used the number of campsites and cabins depicted and the available trip generation data to provide at least a preliminary estimate. Average estimated weekday morning trips would be 26 (13 entering and 13 exiting) and average estimated weekday afternoon trips would be 40 (20 entering and 20 exiting).

Traffic volume is not anticipated to be a problem as this road is not heavily travelled, however there are two other traffic concerns due to the size of vehicles associated with an RV park. There would be a negative impact on the roadway and neighborhood if heavy vehicles use Long Crescent Road going west from the property entrance due to the narrowness and slope of the roadway in that direction. Also, vehicles leaving the site and

traveling eastbound to Lee Highway may have difficulty turning left because of heavy traffic on Lee Highway and multiple driveway entrances.

Once a more detailed site plan is submitted to the City, a traffic study could be required by the city Engineering Department if there are concerns about negative impacts on the roadway and the service level of the intersection at Lee Highway or the City may require certain signage to direct traffic and increase safety.

Natural Resources: There should be no adverse impacts on natural resources if the proposed rezoning is allowed. City staff will require all environmental-related permitting to be obtained and approved prior to development, including soil and erosion control and storm water management. All design standards found in city code section 50-177 will need to be adhered to, including adequate buffer with adjoining property. Landscaping plans will need to be submitted during the site plan review process and the Planning Commission can have input and approval of landscaping as provided for in Bristol City Code §50-40. Connection to public sewer will be required for commercial development of this property. Any septic tanks and drain lines that existing for the mobile home park will need to be properly and safely removed or destroyed.

Public Facilities:

School System. The proposed map amendment will not impact the local school system.

Parks and Recreation. The proposed map amendment will not impact the local parks and recreation facilities and services.

Emergency Services. The proposed amendment does not present additional issues for law enforcement, or other emergency services, except for fire protection. The Fire Marshal has reported that there will need to be a fire hydrant installed as the distance between fire hydrants at this location is over 2,000 feet.

Water, Wastewater, and Electrical Utilities. In addition to the fire hydrant, the applicant or developer of the property will need to pay the cost of extending sanitary sewer to serve the proposed project. This could likely involve having to obtain easements on nearby private property, although there may be opportunities for joint participation in the cost by those landowners if they are interested. Utility plans will be reviewed by BVU and city engineering staff in the site plan process. Neither the city nor BVU has agreed to pay the cost of extending sewer to the property.

Public Transit. Rezoning of this property for commercial use will not adversely impact transit resources. The city bus service presently serves the Exit 5 area but does not serve Long Crescent Road.

Government Services. The map amendment will have a negligible impact on the provision of other government services. Garbage collection services will be addressed during the site plan review process.

X. CONCLUSION AND RECOMMENDATION

VA Code Section 15.2-2284 provides the factors that shall be given reasonable consideration when determining zoning district boundaries:

Existing use and character of property – The existing use of the property is undeveloped and it has development potential due to its proximity to and its visibility from the Interstate.

Comprehensive Plan - The city’s Comprehensive Plan adopted in 2017 is a document with a 10 to 20 year future outlook that has both written policy objectives and maps. The Plan anticipates and encourages additional commercial development in the Exit 5 area due to the Falls development. The Plan does state (p. 39) that the city’s neighborhoods should be safeguarded from “incompatible industrial or commercial uses” and mentions adequate screening and buffering between residential neighborhoods and more intense uses. The Future Land Use map in the Comp Plan (updated and revised in 2019) shows the subject property as “Regional Commercial” due to access and visibility to the Interstate.

Suitability of property for various uses – The property could be suitable for residential development, however the hilly terrain and proximity of the noise from Interstate traffic would not likely attract a major investment in a single-family residential development on the subject property. The property would be suitable for commercial development that would place an emphasis on Interstate visibility over a high traffic count immediately in front of the property. We believe that previous interest in the development of the property has been stymied due to the lack of public sewer.

Trends of growth and change - The last 5 years have seen substantial changes in the Exit 5 area with Lee Highway improvements and the Falls development. Tourism to the area has also increased with the growth of Rhythm and Roots Festival, the Mendota Trail, the Birthplace of Country Music Museum, and other area attractions. As far as the demand for single-family residential development, there have been no new subdivisions in the city in the last five years, except the thirteen lots approved for townhomes in the Wildflower Ridge development. Recent development interest in other areas of the city has been for multi-family housing due to changing demands, although no projects have materialized. The largest increase in housing units in the last five years has been in downtown loft apartments.

Current and future requirements of the community as to land for various purposes as determined by population and economic studies and other studies - There are no relevant studies to consider.

Transportation requirements of the community – The proposed rezoning is projected to increase the volume of traffic on Long Crescent Road, however that would be the case for residential development. The proposed use of the property or other typical commercial uses would likely generate less traffic than a residential subdivision. The

city can require in the site plan review stage of any project that the entrance be designed to restrict traffic from travelling west up the hill toward the residential neighborhood with a “right-only” exit and appropriate signage.

Requirements for airports, housing, schools, parks, playgrounds, recreation areas and other public services – In evaluating land available in the city for housing, there are numerous other undeveloped tracts that are zoned for single-family residential (R-1 and R-1A). There are six tracts/sites larger than eight acres zoned R-1A with a total of 82 acres in those tracts.

Conservation of natural resources – Environmental permitting will be required with any development of property, as explained on Page 13.

Preservation of flood plains – The subject property is not in the flood zone.

Protection of life and property from impounding structure failures – Not applicable.

Preservation of agricultural and forestal land – This is not a specified objective of the Comprehensive Plan, however the Plan does recommend minimizing the impact of development on wetlands, ponds, and mature trees.

Conservation of properties and their values – The rezoning of the property for commercial use is not anticipated to negatively impact property values of the Spring Garden neighborhood because of distance and topography. The property is adjoining the Interstate at a significant distance from the homes, except the three that immediately adjoin the property. A qualified real estate appraiser was contacted and has provided an opinion that the proposed rezoning to B-3 would not decrease residential property values in the area. Section 50-40 of City Code does require screening of any new commercial development which abuts residential property.

Encouragement of the most appropriate use of land throughout the locality – The property adjoins the Interstate and is in close proximity to Exit 5 and to existing commercial structures. The zoning boundary would extend the existing B-3 zone already along Long Crescent Road to include this additional site. This section of roadway was constructed as a frontage road sometime after the Interstate was built. We believe the road was never intended for increased traffic going in the southerly direction but as an access from Lee Highway to parcels along I-81.

Based on this analysis, it is the staff recommendation to approve the rezoning request.

ORDINANCE NO. -

AN ORDINANCE BY THE CITY COUNCIL OF BRISTOL, VIRGINIA APPROVING THE REQUEST BY LONG CRESCENT LLC TO AMEND THE CITY ZONING MAP FROM SINGLE-FAMILY RESIDENTIAL (R-1A) TO INTERMEDIATE BUSINESS (B-3) FOR PROPERTY DESCRIBED AS MAP PARCELS #221-A-2, 221-A-3, and 261-A-6A LOCATED ON LONG CRESCENT ROAD

WHEREAS, the City Council and Planning Commission conducted a joint public hearing on September 10, 2019 to hear comments on a request by Long Crescent LLC, the property owner, to amend the zoning map from Single-Family Residential (R-1A) to Intermediate Business (B-3) for the property described above and having the real estate tax parcel numbers of #221-A-2, 221-A-3, and 261-A-6A; and

WHEREAS, the Planning Commission met on September 16, 2019 and voted on its recommendation to the City Council; and

WHEREAS, the first reading of this ordinance occurred at the regularly scheduled September 24, 2019 meeting of the City Council and the second reading occurred at the regularly scheduled meeting of the City Council held on October 8, 2019; and

WHEREAS, the City Council makes the following **Findings of Fact**:

1. Section 50-44 of the City Code and Section 15.2-2284 Code of Virginia allows the City Council to consider adopting an ordinance to enact map changes with reasonable consideration given to the existing use and character of property, the comprehensive plan, the suitability of property for various uses, the trends of growth or change, the current and future requirements of the community as to land for various purposes as determined by population and economic studies and other studies, the transportation requirements of the community, the requirements for airports, housing, schools, parks, playgrounds, recreation areas and other public services, the conservation of natural resources, the preservation of flood plains, the protection of life and property from impounding structure failures, the preservation of agricultural and forestal land, the conservation of properties and their values and the encouragement of the most appropriate use of land throughout the locality.
2. Section 50-72 (11) of the City Code states that the purpose of the B-3 District is to “provide a place for business uses that do not require a central location. It shall provide areas for development of retail and personal service commercial, community and regional shopping

centers of integrated design and high-density development of commercial businesses in certain areas adjacent to major transportation arteries or thoroughfares within the city.”

3. The Bristol, Virginia Comprehensive Plan adopted in March 2017 addresses future commercial development in the Exit 5 and 7 areas and encourages continued efforts to grow that area into the premier shopping destination within the Tri-Cities area. (Page 53, Objective #3).
4. The Bristol, Virginia Comprehensive Plan also identifies the subject property as “Regional Commercial” on the Future Land Use Map (Page 32). This land use designation is to encourage establishments that “draw from a regional consumer traveling along I-81,” as opposed to the “Local Commercial” land use category that is “intended to provide daily goods and services conveniently to nearby neighborhoods (P. 33).

WHEREAS, the City Council makes the following **Conclusions of Law**:

1. Reasonable consideration has been given to the impact of the proposed map amendment for consistency with and impact on the factors listed in Paragraph 1 above, including the existing use and character of the property, the Comprehensive Plan, the suitability of the property for various uses, the trends of growth and change, and the current and future requirements of the community.
2. The proposed map amendment is consistent with the Bristol, Virginia Comprehensive Plan.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF BRISTOL, VIRGINIA, THAT:

Section 1. The City Council specifically adopts the findings of fact and conclusions of law stated above.

Section 2. The previously described property, which is currently zoned Single-Family Residential (R-1A) shall be zoned Intermediate Business (B-3) as shown on the attached map and incorporated by reference as Exhibit 1.

Section 3. If any section, subsection, sentence, clause, item, change or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

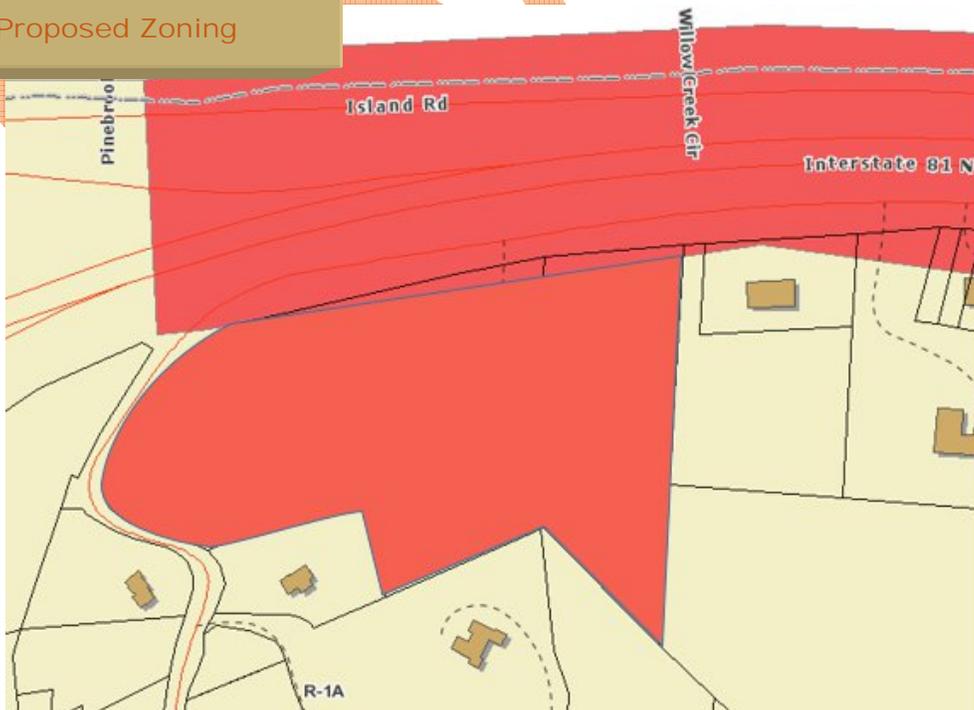
Section 5. This ordinance shall be take effect 30 days following adoption.

Exhibit 1
Area of Map Amendment

Existing Zoning



Proposed Zoning



**CITY COUNCIL
AGENDA ITEM SUMMARY**

Meeting Date: September 24, 2019 Department: City Clerk

Staff Contact: Nicole Storm,

AGENDA ITEM WORDING:

Approval of performance contract between Highlands Community Services and the City of Bristol, Virginia.

ITEM BACKGROUND:

Council approves the performance contract annually.

PREVIOUS RELEVANT ACTION:

Highlands CSB presented the performance contract at the 9/10/19 meeting. Last approved 10/23/18.

STAFF RECOMMENDATION:

Request approval.

DOCUMENTATION:

[Administrative Requirements - Performance Contract.pdf](#)

[Exhibit A - Performance Contract.pdf](#)

[FY2020 Performance Contract - City of Bristol.docx](#)

[Partnership Agreement - Performance Contract.pdf](#)

[Performance Contract Letter - DBHDS.pdf](#)

[Performance Contract.pdf](#)

FY 2019 and FY 2020 CSB Administrative Requirements

Table of Contents	
I. Purpose	1
II. CSB Requirements	1
A. State Requirements	1
1. State Requirements	1
2. Financial Management Requirements, Policies, and Procedures	2
3. Procurement Requirements, Policies, and Procedures	5
4. Reimbursement Requirements, Policies, and Procedures	6
5. Human Resource Management Requirements, Policies, and Procedures	6
6. Information Technology Capabilities and Requirements	8
7. Planning	9
8. Forensic Services	9
9. Access to Services for Individuals who are Deaf, Hard of Hearing, Late Deafened, or Deafblind	11
10. Interagency Relationships	11
III. Department Requirements	11
A. State Requirements	11
1. Information Technology	12
2. Planning	12
Appendices	
A. Continuity of Care Procedures	13
B. Federal Substance Abuse Treatment and Prevention Block Grant Requirements	24
C. Unspent Balances Principles and Procedures	31
D. User Acceptance Testing Process	36
E. Continuous Quality Improvement (CQI) Process	37

I. Purpose: The CSB Administrative Requirements include or incorporate by reference ongoing statutory, regulatory, policy, and other requirements that are not expected to change frequently. This document is incorporated into and made a part of the current Community Services Performance Contract (performance contract) by reference. Any substantive change in this document, except changes in statutory, regulatory, policy, or other requirements or in other documents incorporated by reference in it, which changes are made in accordance with processes or procedures associated with those statutes, regulations, policies, or other requirements or documents, shall be made in accordance with applicable provisions of the Partnership Agreement and shall be considered to be a performance contract amendment that requires a new contract signature page, signed by both parties. In this document, a CSB, the local government department with a policy-advisory CSB, or the behavioral health authority will be referred to as the CSB.

II. CSB Requirements

A. State Requirements

1. General State Requirements: The CSB shall comply with applicable state statutes and regulations, State Board of Behavioral Health and Developmental Services (State Board) regulations and policies, and Department procedures including:

- a. Community Services Boards, § 37.2-500 through § 37.2-512 or Behavioral Health Authorities, § 37.2-600 through § 37.2-615 of the Code of Virginia;

FY 2019 and FY 2020 CSB Administrative Requirements

- b. State and Local Government Conflict of Interests Act, § 2.2-3100 through § 2.2-3131 of the Code;
- c. Virginia Freedom of Information Act, § 2.2-3700 through § 2.2 -3714 of the Code, including its notice of meeting and public meeting provisions;
- d. Government Data Collection and Dissemination Practices Act, § 2.2-3800 through § 2.2-3809 of the Code;
- e. Virginia Public Procurement Act, § 2.2-4300 through § 2.2-4377 of the Code;
- f. Chapter 8 (Admissions and Dispositions) and other applicable provisions of Title 37.2 and other titles of the Code; and
- g. Applicable provisions of the current Appropriation Act.

2. Financial Management Requirements, Policies, and Procedures

- a. **Generally Accepted Accounting Principles:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government financial management requirements, policies, and procedures, the CSB's financial management and accounting system shall operate and produce financial statements and reports in accordance with Generally Accepted Accounting Principles. It shall include necessary personnel and financial records and a fixed assets system. It shall provide for the practice of fund accounting and adhere to cost accounting guidelines issued by the Department.

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

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

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

FY 2019 and FY 2020 CSB Administrative Requirements

Financial Reporting in the Department and to each local government that established the CSB. CSBs shall, to the extent practicable, obtain unqualified audit opinions. Deficiencies and exceptions noted in an audit or management letter shall be resolved or corrected within a reasonable period of time, mutually agreed upon by the CSB and the Department.

If it is an administrative policy CSB that is a city or county department or agency or is required to adhere to local government financial management requirements, policies, and procedures or it is the local government department with a policy-advisory CSB, the CSB shall be included in the annual audit of its local government. Copies of the applicable portions of the accompanying management letter shall be provided to the Office of Budget and Financial Reporting in the Department. Deficiencies and exceptions noted in a management letter shall be resolved or corrected within a reasonable period of time, mutually agreed upon by the CSB, its local government(s), and the Department.

If an administrative policy CSB that is a city or county department or agency or is required to adhere to local government financial management requirements, policies, and procedures or the local government department with a policy-advisory CSB obtains a separate independent annual audit conducted by certified public accountants, audited financial statements shall be prepared in accordance with generally accepted accounting principles. The appropriate GAAP basis financial reporting model is the Enterprise Fund in accordance with the requirements of Governmental Accounting Standards Board (GASB) Statement Number 34, *Basic Financial Statements- and Management's Discussion and Analysis- for State and Local Governments*. The local government will determine the appropriate fund classification in consultation with its certified public accountant. Copies of the audit and the accompanying management letter shall be provided to the Office of Budget and Financial Reporting and to each local government that established the CSB. CSBs shall, to the extent practicable, obtain unqualified audit opinions. Deficiencies and exceptions noted in an audit or management letter shall be resolved or corrected within a reasonable period of time, mutually agreed upon by the CSB and the Department.

- d. **Federal Audit Requirements:** When the Department subgrants federal grants to a CSB, the CSB shall satisfy all federal government audit requirements.
- e. **Subcontractor Audits:** Every CSB shall obtain, review, and take any necessary actions on audits of any subcontractors that provide services that are procured under the Virginia Public Procurement Act and included in a CSB's performance contract. The CSB shall provide copies of these audits to the Office of Budget and Financial Reporting in the Department.
- f. **Bonding:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government financial management requirements, policies, and procedures, CSB employees with financial responsibilities shall be bonded in accordance with local financial management policies.
- g. **Fiscal Policies and Procedures:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government financial management

FY 2019 and FY 2020 CSB Administrative Requirements

requirements, policies, and procedures, a CSB's written fiscal policies and procedures shall conform to applicable State Board policies and Departmental policies and procedures.

- h. Financial Management Manual:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government financial management requirements, policies, and procedures, a CSB shall be in material compliance with the requirements in the current Financial Management Standards for Community Services Boards issued by the Department.
- i. Local Government Approval:** CSBs shall submit their performance contracts to the local governments in their service areas for review and approval, pursuant to § 37.2-508 or § 37.2-608 of the Code of Virginia, which requires approval of the contracts by September 30. CSBs shall submit their contracts to the local governing bodies of the cities and counties that established them in accordance with the schedules determined by those governing bodies or at least 15 days before meetings at which the governing bodies are scheduled to consider approval of their contracts. Unless prohibited from doing so by its local government(s), a CSB may submit its contract to the Department before it is approved by its local government(s).
- j. Department Review:** If a CSB is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government financial management requirements, policies, and procedures, the Department may conduct a review of the CSB's financial management activities at any time. While it does not conduct routine reviews of the CSB's financial management activities, the Department may conduct a review in response to significant deficiencies, irregularities, or problems identified in the CSB's independent annual audit or management letter or in response to complaints or information that it receives. CSBs shall submit formal plans of correction to the Office of Budget and Financial Reporting in the Department within 45 days of receipt of official reports of reviews. Minor compliance issues shall be corrected within 45 days of submitting a plan. Action to correct major compliance issues shall be initiated within 45 days and completed within 180 days of submitting a plan, unless the Department grants an extension.

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

FY 2019 and FY 2020 CSB Administrative Requirements

compliance issues shall be corrected within 45 days of submitting a plan. Action to correct major compliance issues shall be initiated within 45 days and completed within 180 days of submitting a plan, unless the Department grants an extension.

- k. **Balances of Unspent Funds:** In calculating amounts of unspent state funds, the Department shall prorate balances of unexpended unrestricted funds after the close of the fiscal year among unrestricted state funds, local matching funds, and fees, based on the relative proportions of those funds received by the CSB. This normally will produce identified balances of unrestricted state funds, local matching funds, and fees, rather than just balances of unrestricted state funds. Restricted state funds shall be accounted for separately, given their restricted status, and the Department shall identify balances of unexpended restricted state funds separately. CSBs shall adhere to the Unspent Balances Principles and Procedures in Appendix C.

3. Procurement Requirements, Policies, and Procedures

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

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

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

FY 2019 and FY 2020 CSB Administrative Requirements

4. Reimbursement Requirements, Policies, and Procedures

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

5. Human Resource Management Requirements, Policies, and Procedures

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

FY 2019 and FY 2020 CSB Administrative Requirements

- 1.) nature of employment;
- 2.) equal employment opportunity;
- 3.) recruitment and selection;
- 4.) criminal background and reference check requirements;
- 5.) classification and compensation, including a uniform employee pay plan;
- 6.) employment medical examinations (e.g., TB);
- 7.) nepotism (employment of relatives);
- 8.) probationary period;
- 9.) initial employee orientation;
- 10.) transfer and promotion;
- 11.) termination, layoff, and resignation;
- 12.) benefits, including types and amounts of leave, holidays, and health, disability, and other insurances;
- 13.) hours of work;
- 14.) outside employment;
- 15.) professional conduct;
- 16.) employee ethics;
- 17.) compliance with state Human Rights Regulations and the CSB's local human rights policies and procedures;
- 18.) HIPAA compliance and privacy protection;
- 19.) compliance with the Americans with Disabilities Act;
- 20.) compliance with Immigration Reform and Control Act of 1986;
- 21.) conflicts of interests and compliance with the Conflict of Interests Act;
- 22.) compliance with Fair Labor Standards Act, including exempt status, overtime, and compensatory leave;
- 23.) drug-free workplace and drug testing;
- 24.) maintenance of a positive and respectful workplace environment;
- 25.) prevention of sexual harassment;
- 26.) prevention of workplace violence;
- 27.) whistleblower protections;
- 28.) smoking;
- 29.) computer, internet, email, and other electronic equipment usage;
- 30.) progressive discipline (standards of conduct);
- 31.) employee performance evaluation;
- 32.) employee grievances;
- 33.) travel reimbursement and on-the-job expenses;
- 34.) employee to executive director and board of directors contact protocol; and
- 35.) communication with stakeholders, media, and government officials.

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

FY 2019 and FY 2020 CSB Administrative Requirements

- c. **Job Descriptions:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government human resource management requirements, policies, and procedures, a CSB shall have written, up-to-date job descriptions for all positions. Job descriptions shall include identified essential functions, explicit responsibilities, and qualification statements, expressed in terms of knowledges, skills, and abilities as well as business necessity and bona fide occupational qualifications or requirements.
- d. **Grievance Procedure:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government human resource management, policies, procedures, and requirements, a CSB's grievance procedure shall satisfy § 15.2-1507 of the Code of Virginia.
- e. **Uniform Pay Plan:** If it is an operating CSB, a behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government human resource management requirements, policies, and procedures, a CSB shall adopt a uniform pay plan in accordance with § 15.2-1506 of the Code of Virginia and the Equal Pay Act of 1963.
- f. **Department Review:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government human resource management requirements, policies, and procedures, employee complaints regarding a CSB's human resource management practices will be referred back to the CSB for appropriate local remedies. The Department may conduct a human resource management review to ascertain a CSB's compliance with performance contract requirements and assurances, based on complaints or other information received about a CSB's human resource management practices. If a review is done and deficiencies are identified, a CSB shall submit a formal plan of correction to the Office of Human Resource Management and Development in the Department within 45 days of receipt of an official report of a review. Minor compliance issues shall be corrected within 45 days of submitting the plan. Action to correct major compliance issues shall be initiated within 45 days and completed within 180 days of submitting the plan, unless the Department grants an extension.

If it is an administrative policy CSB that is a city or county department or agency or is required to adhere to local government human resource management requirements, policies, and procedures or it is the local government department with a policy-advisory CSB, employee complaints regarding a CSB's human resource management practices will be referred back to the local government for appropriate local remedies. In response to complaints that it receives, the Department may conduct a review of the local government's human resource management practices at any time.

- 6. **Information Technology Capabilities and Requirements:** CSB shall meet the following requirements.
 - a. **Operating Systems:** A CSB's computer network or system shall be capable of supporting and running the current versions of the Department's Community Automated Reporting System (CARS) software and Community Consumer

FY 2019 and FY 2020 CSB Administrative Requirements

Submission (CCS) extract software and should be capable of processing and reporting standardized aggregate and discrete data about individuals receiving services, services, and outcomes, provider performance measures, and funds, expenditures, and costs based on documents and requirements listed in the performance contract.

- b. **Electronic Communication:** CSBs shall ensure that their information systems communicate with those used by the Department and that this communication conforms to the security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- c. **Data Access:** CSBs shall develop and implement or access automated systems that allow for output of fiscal, service, and individual data, taking into consideration the need for appropriate security and confidentiality. Output shall be in a format prescribed by the Department in collaboration with the Virginia Association of Community Services Boards (VACSB) Data Management Committee (DMC). In addition to regular reports, such data may be used to prepare ad hoc reports on individuals and services and to update Department files using this information. CSBs shall ensure that their information systems meet all applicable state and federal confidentiality, privacy, and security requirements, particularly concerning the distribution of identifying information, diagnosis, service history, and service use and that their information systems are compliant with HIPAA. Each CSB shall provide to the Office of Support Services in the Department the names of staff for whom it has rescinded permission to access the SFTP server. Each CSB also shall provide to the Office of Support Services the name, email address, telephone number, and applications that additional staff have been given permission to access; this includes changing the applications for any staff previously granted access to the SFTP server. Each CSB shall keep the list of its staff with permission to access the SFTP server it provided to the Office of Support Services current at all times.

7. Planning

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

8. Forensic Services

- a. Upon receipt of a court order pursuant to § 19.2-169.2 of the Code of Virginia, the CSB shall provide or arrange for the provision of services to restore the individual to competency to stand trial. These services shall be delivered in the local or regional jail, juvenile detention center (when a juvenile is being tried as an adult), other location in the community where the individual is currently located, or in another location suitable for the delivery of the restoration services when determined to be appropriate. These services shall include treatment and restoration services, emergency services, assessment services, the provision of medications and medication

FY 2019 and FY 2020 CSB Administrative Requirements

management services, and other services that may be needed by the individual in order to restore him to competency and to prevent his admission to a state hospital for these services.

- b. Upon written notification from a state facility that an individual hospitalized for restoration to competency pursuant to § 19.2-169.2 of the Code of Virginia has been restored to competency and is being discharged back to the community, the CSB shall to the greatest extent possible provide or arrange for the provision of services in the local or regional jail, juvenile detention center (when a juvenile is being tried as an adult), other location in the community where the individual is located, or in another location suitable for the delivery of these services to that individual to ensure the maintenance of his psychiatric stability and competency to stand trial. Services shall include treatment and restoration services, emergency services, assessment services, the provision of medications and medication management services, and other services which may be needed by the individual in order prevent his readmission to a state hospital for these services.
- c. Upon receipt of a court order pursuant to § 16.1-356 of the Code of Virginia, the CSB shall provide or arrange for the provision of a juvenile competency evaluation. Upon receipt of a court order pursuant to § 16.1-357, the CSB shall provide or arrange for the provision of services to restore a juvenile to competency to stand trial through the Department's statewide contract.
- d. Upon receipt of a court order, the CSB shall provide or arrange for the provision of forensic evaluations required by local courts in the community in accordance with State Board Policy 1041.
- e. Forensic evaluations and treatment shall be performed on an outpatient basis unless the results of an outpatient evaluation indicate that hospitalization is necessary. The CSB shall consult with local courts in placement decisions for hospitalization of individuals with a forensic status based upon evaluation of the individual's clinical condition, need for a secure environment, and other relevant factors. The CSB's staff shall conduct an assessment of risk to provide information to the Commissioner for the determination of whether an individual with a forensic status in need of hospitalization requires placement in a civil facility or a secure facility. The CSB's staff will contact and collaborate with the Forensic Coordinator of the state hospital that serves the CSB or outside of regular business hours any other personnel designated by the state hospital to manage emergency admissions in making this determination. The CSB's assessment shall include those items required prior to admission to a state hospital, per the Continuity of Care Procedures in Appendix A of the CSB Administrative Requirements.
- f. The CSB shall designate a Forensic Admissions Coordinator, a Forensic Evaluation Coordinator, and an NGRI Coordinator to collaborate with the local courts, the forensic staff of state facilities, and the Department. The CSB shall notify the Department's Director of Forensic Services of the name, title, and contact information of these designees and shall inform the Director of any changes in these designations. The CSB shall ensure that designated staff completes the forensic training designated by the Commissioner of the Department as meeting the requirements for completion of forensic evaluations authorized under § 19.2-169.1, § 19.2-169.5, § 19.2-182.2, and § 19.2-182.5 of the Code of Virginia.

FY 2019 and FY 2020 CSB Administrative Requirements

- g. The CSB shall provide discharge planning for persons found not guilty by reason of insanity. Pursuant to § 19.2-182.2 through § 19.2-182.7, and § 19.2-182.11 of the Code of Virginia, the CSB shall provide discharge planning, collaborate with the state facility staff in preparing conditional release plans, implement the court's conditional release orders, and submit written reports to the court on the person's progress and adjustment in the community no less frequently than every six months for acquittees who have been conditionally released to a locality served by the CSB. The CSB should provide to the Department's Director of Forensic Services written monthly reports on the person's progress and adjustment in the community for their first 12 continuous months in the community for acquittees who have been conditionally released to a locality served by the CSB and copies of court orders regarding acquittees on conditional release.
 - h. If an individual with a forensic status does not meet the criteria for admission to a state hospital, his psychiatric needs should be addressed in the local jail, prison, detention center, or other correctional facility in collaboration with local treatment providers.
- 9. Access to Services for Individuals who are Deaf, Hard of Hearing, Late Deafened, or Deafblind:** The CSB should identify and develop a working relationship with the Regional Deaf Services Program and the Regional Deaf Services Coordinator that serve the CSB's service area and collaborate with them on the provision of appropriate and linguistically and culturally competent services, consultation, and referral for individuals who are deaf, hard of hearing, late deafened, or deafblind.
- 10. Interagency Relationships**
- a. Pursuant to the case management requirements of § 37.2-500 or § 37.2-601 of the Code of Virginia, the CSB shall, to the extent practicable, develop and maintain linkages with other community and state agencies and facilities that are needed to assure that individuals it serves are able to access treatment, training, rehabilitative, and habilitative mental health, developmental, or substance abuse services and supports identified in their individualized services plans. The CSB shall comply with § 37.2-504 or § 37.2-605 of the Code of Virginia regarding interagency agreements.
 - b. The CSB also shall develop and maintain, in conjunction with the courts having jurisdiction in the cities or counties served by the CSB, cooperative linkages that are needed to carry out the provisions of § 37.2-805 through § 37.2-821 and related sections of the Code of Virginia pertaining to the involuntary admission process.
 - c. The CSB shall develop and maintain the necessary linkages, protocols, and interagency agreements to effect the provisions of the Comprehensive Services Act for At-Risk Youth and Families (§ 2.2-5200 through § 2.2-5214 of the Code of Virginia) that relate to services that it provides. Nothing in this provision shall be construed as requiring the CSB to provide services related to this act in the absence of sufficient funds and interagency agreements.

III. Department Requirements

A. State Requirements

FY 2019 and FY 2020 CSB Administrative Requirements

- 1. Information Technology:** The Department shall operate and provide technical assistance and support, to the extent practicable, to the CSB about the Community Automated Reporting System (CARS), the Community Consumer Submission (CCS) software, the FIMS, and the prevention data system referenced in the performance contract and comply with State Board Policies 1030 and 1037. Pursuant to § 37.2-504 and § 37.2-605 of the Code of Virginia, the Department shall implement procedures to protect the confidentiality of data accessed or received in accordance with the performance contract. The Department shall ensure that any software application that it issues to the CSB for reporting purposes associated with the performance contract has been field tested in accordance with Appendix D by a reasonable number of CSBs to assure compatibility and functionality with the major IT systems used by CSBs, is operational, and is provided to the CSB sufficiently in advance of reporting deadlines to allow the it to install and run the software application. The Department shall collaborate with the VACSB DMC in the implementation of any new data management or data warehousing systems to ensure appropriate interoperability and workflow management.
- 2. Planning:** The Department shall conduct long-range planning activities related to state facility and community services, including the preparation and dissemination of the Comprehensive State Plan required by § 37.2-315 of the Code of Virginia.

FY 2019 and FY 2020 CSB Administrative Requirements

Appendix A: Continuity of Care Procedures

Overarching Responsibility: Sections 37.2-500 and 37.2-601 of the Code of Virginia and State Board Policy 1035 establish CSBs as the single points of entry into publicly funded mental health, developmental, and substance abuse services. Related to this principle and as required by § 37.2-505 of the Code of Virginia, it is the responsibility of CSBs to assure that individuals receive:

- preadmission screening that confirms the appropriateness of admission to a state hospital or training center (state facilities) or other (non-state) hospital or unit or another intervention and
- discharge planning services, beginning at the time of admission to the state facility, that enable timely discharge from the state facility and appropriate post-discharge, community-based services.

Throughout this Appendix, the term CSB is used to refer to an operating CSB, an administrative policy CSB, the local government department with a policy-advisory CSB, or the behavioral health authority. State hospital is defined in § 37.2-100 of the Code of Virginia as a hospital, psychiatric institute, or other institution operated by the Department that provides care and treatment for persons with mental illness. Non-state hospital is defined in § 37.2-100 as a licensed hospital that provides care and treatment for persons with mental illness. Training center is defined in § 37.2-100 as a facility operated by the Department that provides training, habilitation, or other individually focused supports to persons with intellectual disability.

These Continuity of Care Procedures must be read and implemented in conjunction with the *Collaborative Discharge Protocols for Community Services Boards and State Hospitals – Adult & Geriatric* or *Child & Adolescent*, incorporated by reference as part of this document and the *Admission and Discharge Protocols for Individuals with Intellectual Disabilities*, incorporated by reference as part of this document. Applicable provisions in those protocols have replaced most treatment team, discharge, and post-discharge activities that were described in earlier versions of these procedures; however a few remain in the procedures. In the event of a conflict between any Continuity of Care Procedures and the protocols, provisions in the protocols shall apply. In the event of a conflict between any Continuity of Care Procedures and provisions in Exhibit K of the current Community Services Performance Contract, provisions in Exhibit K shall prevail.

I. State Facility Admission Criteria

A. State Hospitals

1. An individual must meet the following criteria for admission to a state hospital.
 - a. **Adults:** The individual meets one of the criteria in section A. 1.) below or one or more of the other criteria listed in section A and the criterion in section B:

Section A:

- 1.) the person has a mental illness and there is a substantial likelihood that, as a result of mental illness, the person will, in the near future,
 - a.) cause serious physical harm to himself or others as evidenced by recent behavior causing, attempting, or threatening harm and other relevant information, if any, or
 - b.) suffer serious harm due to his lack of capacity to protect himself from harm or to provide for his basic human needs¹; or

FY 2019 and FY 2020 CSB Administrative Requirements

¹ Criteria for involuntary admission for inpatient treatment to a facility pursuant to § 37.2-817.C of the Code of Virginia.

- 2.) the person has a condition that requires intensive monitoring of newly prescribed drugs with a high rate of complications or adverse reactions; or
- 3.) the person has a condition that requires intensive monitoring and intervention for toxic effects from therapeutic psychotropic medication and short term community stabilization is not deemed to be appropriate; and

Section B:

- 4.) all available less restrictive treatment alternatives to involuntary inpatient treatment that would offer an opportunity for the improvement of the person's condition have been investigated and determined to be inappropriate (§37.2-817.C of the Code of Virginia).

b. **Children and Adolescents:** Due to a mental illness, the child or adolescent meets one or more of the criteria in section A and both criteria in section B:

Section A:

- 1.) presents a serious danger to self or others such that severe or irremediable injury is likely to result, as evidenced by recent acts or threats²; or
- 2.) is experiencing a serious deterioration of his ability to care for himself in a developmentally age-appropriate manner, as evidenced by delusional thinking or significant impairment of functioning in hydration, nutrition, self-protection, or self control²; or

² Criteria for parental or involuntary admission to a state hospital.

- 3.) requires monitoring of newly prescribed drugs with a high rate of complications or adverse reactions or monitoring for toxic effects from therapeutic psychotropic medication; and

Section B:

- 4.) is in need of inpatient treatment for a mental illness and is likely to benefit from the proposed treatment; and
- 5.) all treatment modalities have been reviewed and inpatient treatment at a state hospital is the least restrictive alternative that meets the minor's needs (§ 16.1-338, §16.1-339, and § 16.1-344 of the Code of Virginia).

The determination of least restrictive alternative should be a joint decision of the case management CSB and the receiving state hospital, with input from the individual receiving services and family members. The CSB must document specific community alternatives considered or attempted and the specific reasons why state hospital placement is the least restrictive setting for the individual at this time.

2. Admission to state hospitals is not appropriate for:
 - a. individuals who have behaviors that are due to medical disorders, neurological disorders (including head injury), or intellectual disability and who do not have a qualifying psychiatric diagnosis or serious emotional disturbance;
 - b. individuals with unstable medical conditions that require detoxification services or other extensive medical services;

FY 2019 and FY 2020 CSB Administrative Requirements

- c. individuals with a diagnosis of dementia, as defined in the Diagnostic and Statistical Manual, unless they also have significant behavioral problems, as determined by qualified state hospital staff;
 - d. individuals with primary diagnoses of adjustment disorder, anti-social personality disorder, or conduct disorder; and
 - e. individuals with a primary diagnosis of substance use disorder unless it is a co-occurring disorder with a qualifying psychiatric diagnosis or serious emotional disturbance.
3. In most cases, individuals with severe or profound levels of intellectual disability are not appropriate for admission to a state hospital. However, individuals with a mental illness who are also diagnosed with mild or moderate intellectual disability but are exhibiting signs of acute mental illness may be admitted to a state hospital if they meet the preceding criteria for admission due to their mental illness and have a primary need for mental health services. Once these psychiatric symptoms subside, the person must be reassessed according to AAIDD criteria and must be discharged to an appropriate setting.
 4. Individuals with a mental health disorder who are also diagnosed with a co-occurring substance use disorder may be admitted to a state hospital if they meet the preceding criteria for admission.
 5. For a forensic admission to a state hospital, an individual must meet the criteria for admission to a state hospital.

B. Training Centers

1. Admission to a training center for a person with intellectual disability will occur only when all of the following circumstances exist.
 - a. The training center is the least restrictive and most appropriate available placement to meet the individual's treatment and training needs.
 - b. Programs in the community cannot provide the necessary adequate supports and services required by an individual as determined by the CSB, pursuant to § 37.2-505 or § 37.2-606 of the Code of Virginia.
 - c. It has been documented in the person's plan of care that the individual and his or her parents or authorized representative have selected ICF/ID services after being offered a choice between ICF/ID and community ID waiver services and that they agree with placement at a training center.
 - d. The training center director approves the admission to the training center, with the decision of the director being in compliance with State Board regulations that establish the procedure and standards for issuance of such approval, pursuant to § 37.2-806 of the Code of Virginia.
 - e. Documentation is present that the individual meets the AAIDD definition of intellectual disability and level 6 or 7 of the ICF/ID Level of Care.
 - f. The individual demonstrates a need for extensive or pervasive supports and training to perform activities of daily living (ICF/ID Level of Care 6 or 7).
 - g. The individual demonstrates one or more of the following conditions:

FY 2019 and FY 2020 CSB Administrative Requirements

- exhibits challenging behaviors (e.g., behavior patterns that may be manifested in self-injurious behavior, aggression toward others, or behaviors that pose public safety risks),
 - does not have a mental health diagnosis without also having an intellectual disability diagnosis, or
 - is medically fragile (e.g., has a chronic medical condition or requires specialized technological health care procedures or ongoing support to prevent adverse physical consequences).
2. After the training center director approves the admission, the CSB shall initiate the judicial certification process, pursuant to § 37.2-806 of the Code of Virginia.
 3. Admission to a training center is not appropriate for obtaining:
 - a. extensive medical services required to treat an unstable medical condition,
 - b. evaluation and program development services, or
 - c. treatment of medical or behavioral problems that can be addressed in the community system of care.
 4. Special Circumstances for Respite Care or Emergency Admissions
 - a. Requests for respite care admissions to training centers must meet the criteria for admission to a training center and the regulations adopted by the State Board. The admission must be based on the need for a temporary placement and will not exceed statutory time limits (21 consecutive days or a maximum of 75 days in a calendar year) set forth in § 37.2-807 of the Code of Virginia.
 - b. Emergency admissions to training centers must meet the criteria for admission to a training center and must:
 - be based on specific, current circumstances that threaten the individual's health or safety (e.g., unexpected absence or loss of the person's caretaker),
 - require that alternate care arrangements be made immediately to protect the individual, and
 - not exceed statutory time limits (21 consecutive days or a maximum of 75 days in a calendar year) set forth in § 37.2-807 of the Code of Virginia.
 - c. No person shall be admitted to a training center for a respite admission or an emergency admission unless the CSB responsible for the person's care, normally the case management CSB, has agreed in writing to begin serving the person on the day he or she is discharged from the training center, if that is less than 21 days after his or her admission, or no later than 21 days after his or her admission.

II. Preadmission Screening Services and Assessments Required Prior to State Facility Admission

A. CSB Preadmission Screening Requirements

1. CSBs will perform preadmission screening assessments on all individuals for whom admission, or readmission if the person is already in the hospital, to a state hospital is sought. A qualified CSB employee or designee shall conduct a comprehensive face-to-face evaluation of each individual who is being screened for admission to a state hospital. All CSB preadmission screeners for admission to state hospitals shall meet the

FY 2019 and FY 2020 CSB Administrative Requirements

qualifications for preadmission screeners as required in § 37.2-809 of the Code of Virginia. The preadmission screener shall forward a completed DBHDS MH Preadmission Screening Form to the receiving state hospital before the individual's arrival.

2. CSBs should ensure that employees or designees who perform preadmission screenings to a state hospital have expertise in the diagnosis and treatment of mental illnesses and consult, as appropriate, with professionals who have expertise in working with and evaluating persons with intellectual disability or substance use disorders or children and adolescents with serious emotional disturbance.
 3. CSBs should ensure that employees or designees who perform preadmission screenings for admission to a training center have expertise in the diagnosis and treatment of persons with intellectual disability and consult, as appropriate, with professionals who have expertise in working with and evaluating individuals with mental health or substance use disorders.
 4. **Medical Screening and Medical Assessment:** When it arranges for the treatment of individuals in state hospitals or local inpatient psychiatric facilities or psychiatric units of hospitals, the CSB shall assure that its staff follows the current *Medical Screening and Medical Assessment Guidance*. CSB staff shall coordinate care with emergency rooms, emergency room physicians, and other health and behavioral health providers to facilitate the provision of timely and effective medical screening and medical assessment to promote the health and safety of and continuity of care for individuals receiving services.
 5. Results of the CSB's comprehensive face-to-face evaluation of each individual who is being screened for admission to a state facility should be forwarded to the receiving state facility for its review before the person's arrival at the facility. This evaluation should include the CSB assessments listed in the following section.
 6. When an individual who has not been screened for admission by a CSB arrives at a state facility, he should be screened in accordance with procedures negotiated by the state facility and the CSBs that it serves. State facility staff will not perform preadmission screening assessments.
 7. Preadmission screening CSBs shall notify the state hospital immediately in cases in which the CSB preadmission screener did not recommend admission but the individual has been judicially admitted to the state hospital.
 8. The case management CSB or its designee shall conduct preadmission screening assessments for the readmission of any individuals it serves in a state hospital.
- B. Assessments Required Prior to Admission to a State Hospital:** Section 37.2-815 of the Code of Virginia requires an examination, which consists of items 1 and 2 below and is conducted by an independent examiner, of the person who is the subject of a civil commitment hearing. The same Code section permits CSB staff, with certain limitations, to perform these examinations. The same items are required for a voluntary admission, but they do not have to be performed by an examiner referenced in § 37.2-815.
1. If there is reason to suspect the presence of a substance use disorder and available information is not adequate to make a determination of its existence, a substance use disorder screening, including completion of:
 - a. a comprehensive drug screen including blood alcohol concentration (BAC), with the individual's consent, and

FY 2019 and FY 2020 CSB Administrative Requirements

- b. the Substance Abuse Subtle Screening Inventory (SASSI) or Simple Screening Instrument (SSI) for adults or the adolescent version of SASSI for adolescents age 12 and older. The SASSI will not be required for youth under age 12.
2. A clinical assessment that includes:
 - a. a face-to-face interview or one conducted via two-way electronic video and audio communication system, including arrangements for translation or interpreter services for individuals when necessary;
 - b. clinical assessment information, as available, including documentation of:
 - a mental status examination, including the presence of a mental illness and a differential diagnosis of an intellectual disability,
 - determination of current use of psychotropic and other medications, including dosing requirements,
 - a medical and psychiatric history,
 - a substance use, dependence, or abuse determination, and
 - a determination of the likelihood that, as a result of mental illness, the person will, in the near future, suffer serious harm due to his lack of capacity to protect himself from harm or to provide for his basic human needs;
 - c. a risk assessment that includes an evaluation of the likelihood that, as a result of mental illness, the person will, in the near future, cause serious physical harm to himself or others as evidenced by recent behavior causing, attempting, or threatening harm and other relevant information, if any;
 - d. an assessment of the person's capacity to consent to treatment, including his ability to:
 - maintain and communicate choice,
 - understand relevant information, and
 - comprehend the situation and its consequences;
 - e. a review of the temporary detention facility's records for the person, including the treating physician's evaluation, any collateral information, reports of any laboratory or toxicology tests conducted, and all admission forms and nurses' notes ;
 - f. a discussion of treatment preferences expressed by the person or contained in a document provided by the person in support of recovery;
 - g. an assessment of alternatives to involuntary inpatient treatment; and
 - h. recommendations for the placement, care, and treatment of the person.
 3. To the extent practicable, a medical assessment performed by an available medical professional (i.e., an M.D. or a nurse practitioner) at, for example, the CSB or an emergency room. Elements of a medical assessment include a physical examination and a medical screening of:
 - a. known medical diseases or other disabilities;
 - b. previous psychiatric and medical hospitalizations;
 - c. medications;
 - d. current use of alcohol and illicit drugs, using blood alcohol concentrations and the results of the comprehensive drug screen; and

FY 2019 and FY 2020 CSB Administrative Requirements

- e. physical symptoms that may suggest a medical problem.
- 4. If there is reason to suspect the presence of intellectual disability, to the extent practicable, a psychological assessment that reflects the person's current level of functioning based on the current AAIDD criteria should be performed if a recent psychological assessment is not already available to the preadmission screener.
- 5. When a state hospital accepts a direct admission, the Medical Officer on Duty should be contacted prior to admission to determine which of these assessments are needed. The state hospital shall communicate the results its decision in writing to the CSB within one hour.

C. CSB Assessments Required Prior to Admission to a Training Center

- 1. For certified admission to a training center, a completed preadmission screening report that shall include the following information:
 - a. A completed preadmission screening report, which shall include at a minimum:
 - i. an application for services;
 - ii. a medical history indicating the presence of any current medical problems as well as the presence of any known communicable disease. In all cases, the application shall include any currently prescribed medications as well as any known medication allergies;
 - iii. a social history and current housing or living arrangements; and
 - iv. a psychological evaluation that reflects the individual's current functioning.
 - b. The preadmission screening report shall include the following information, as appropriate:
 - i. a current individualized education plan for school-aged individuals,
 - ii. a vocational assessment for adults,
 - iii. a completed discharge plan outlining the services to be provided upon discharge and anticipated date of discharge, and
 - iv. a statement from the individual, family member, or authorized representative requesting services in the training center.
 - c. If there is reason to suspect the presence of a substance use disorder (e.g., current or past substance dependence or addiction) and available information is not adequate to make a determination of its existence, a substance use disorder screening, including completion of:
 - i. a comprehensive drug screen including blood alcohol concentration (BAC), with the individual's consent, and
 - ii. the Substance Abuse Subtle Screening Inventory (SASSI) or Simple Screening Instrument (SSI) for adults or the adolescent version of SASSI for adolescents age 12 and older. The SASSI will not be required for youth under age 12.
 - d. When indicated, an assessment of the individual's mental status to determine the presence of a co-occurring mental illness. This mental status assessment should include:

FY 2019 and FY 2020 CSB Administrative Requirements

- i. a face-to-face interview, including arrangements for translation or interpreter services for individuals;
 - ii. clinical assessment information, as available, including documentation of the following:
 - a mental status examination,
 - current psychotropic and other medications, including dosing requirements,
 - medical and psychiatric history,
 - substance use or abuse,
 - information and recommendations of other current service providers (e.g., treating physicians) and appropriate significant persons (e.g., spouse, parents), and
 - ability to care for self; and
 - iii. assessment of capacity to consent to treatment, including an evaluation of such processes as the ability to:
 - maintain and communicate choice,
 - understand relevant information, and
 - understand the situation and its consequences.
2. For respite admissions to a training center, information requirements for the admission package are limited, but must include:
- a. an application for services;
 - b. a medical history indicating the presence of any current medical problems as well as the presence of any known communicable disease. In all cases, the application shall include any currently prescribed medications as well as any known medication allergies;
 - c. a social history and current status;
 - d. a psychological evaluation that reflects the individual's current functioning.
 - e. a current individualized education plan for school-aged individuals unless the training center director or designee determines that sufficient information as to the individual's abilities and needs is included in other reports received;
 - f. a vocational assessment for adults unless the training center director or designee determines that sufficient information as to the individual's abilities and needs is included in other reports received;
 - g. a statement from the CSB that respite care is not available in the community for the individual;
 - h. a statement from the CSB that the appropriate arrangements are being made to return the individual to the CSB within the time frame required under the regulations for respite admissions to training centers; and
 - i. a statement from the individual, family member, or authorized representative specifically requesting services in the training center.
3. For emergency admissions to a training center, information required for a respite admission is required; however, if the information is not available, this requirement may be

FY 2019 and FY 2020 CSB Administrative Requirements

waived temporarily only if arrangements have been made for receipt of the required information within 48 hours of the emergency admission.

D. Disposition of Individuals with Acute or Unstable Medical Conditions

1. Individuals who are experiencing acute or unstable medical conditions will not receive medical clearance for admission to a state hospital or training center. Examples of these conditions include: untreated acute medical conditions requiring surgery or other immediate treatment, acute pneumonia, respiratory distress, acute renal failure or chronic renal failure requiring dialysis, unstable diabetes, symptoms of alcohol or drug toxicity, and erratic consciousness of unknown origin.
2. CSBs should have procedures in place to divert individuals who do not meet state facility admission criteria due to medical conditions to appropriate medical facilities.

E. Procedures for Dealing with Inappropriate Judicial Admissions to State Facilities

1. The individual's case management CSB shall immediately formulate and implement a discharge plan, as required by § 37.2-505 or § 37.2-606 of the Code of Virginia, if a state hospital determines that an individual who has been judicially admitted to the hospital is inappropriate for admission (e.g., the person does not meet the admission criteria listed in these procedures).
2. CSBs will be notified of the numbers of their admissions that state hospitals have determined do not meet the admission criteria in these procedures. State hospitals will report this information to the Department and the affected CSBs at least quarterly in a format prescribed by the Department. This information will be discussed during the bi-monthly utilization review and utilization management process developed and implemented by CSBs and state hospitals, which is described in the next section. This will include inappropriate jail transfers for evaluation and treatment.

III. CSB Participation on Interdisciplinary Treatment Teams and Coordination with State Facility in Service Planning

Refer to the current applicable *Discharge Protocols* for other CSB requirements related to participation in treatment planning while the individual is in the state facility.

- A. Staff of the case management CSBs shall participate in readmission hearings at state hospitals by attending the hearings or participating in teleconferences or video conferences. State hospital staff will not represent CSBs at readmission hearings.
- B. CSBs and state facilities shall develop and implement a monthly utilization review and utilization management process to discuss and address issues related to the CSB's utilization of state facility services. This includes reviewing the status and lengths of stay of individuals served by the CSB and developing and implementing actions to address census management issues.

IV. CSB Discharge Planning Responsibilities

Refer to the current applicable *Discharge Protocols* for other CSB requirements related to discharge planning responsibilities.

- A. State facilities and CSBs shall collaborate to provide or arrange transportation for individuals for discharge-related activities. Transportation includes travel from state

FY 2019 and FY 2020 CSB Administrative Requirements

facilities to community settings for trial visits and back to state facilities after such visits. The case management CSB shall provide or arrange transportation, to the extent practicable, for an individual whose admission to a state facility has been determined to be inappropriate, resulting in the person's discharge in accordance with § 37.2-837, § 37.2-505, § 37.2-606, or § 16.1-346.B of the Code of Virginia, and shall provide or arrange transportation for individuals when they are discharged from state facilities.

V. Discharge Criteria and Resolution of Disagreements about an Individual's Readiness for Discharge

A. Each state facility and the CSBs that it serves will use the following discharge criteria.

1. *State Hospitals*

a. **Adults:** An adult will be discharged from a state hospital when hospitalization is no longer clinically appropriate. The interdisciplinary treatment team will use all of the following criteria to determine an individual's readiness for discharge:

- 1.) the individual has a mental illness but there is not a substantial likelihood that, as a result of mental illness, the person will, in the near future,
 - a.) cause serious physical harm to himself or others as evidenced by recent behavior causing, attempting, or threatening harm and other relevant information, if any, or
 - b.) suffer serious harm due to his lack of capacity to protect himself from harm or to provide for his basic human needs; and
- 2.) inpatient treatment goals, as documented in the person's individualized treatment plan, have been addressed sufficiently, and
- 3.) the individual is free from serious adverse reactions to or complications from medications and is medically stable.

b. **Children and Adolescents:** A child or an adolescent will be discharged from a state hospital when he or she no longer meets the criteria for inpatient care. The interdisciplinary treatment team will use the following criteria to determine an individual's readiness for discharge:

- 1.) the minor no longer presents a serious danger to self or others, and
- 2.) the minor is able to care for himself in a developmentally appropriate manner; and, in addition,
- 3.) the minor, if he is on psychotropic medication, is free from serious adverse effects or complications from the medications and is medically stable;

OR when any of the following apply:

- 4.) the minor is unlikely to benefit from further acute inpatient psychiatric treatment;
- 5.) the minor has stabilized to the extent that inpatient psychiatric treatment in a state hospital is no longer the least restrictive treatment intervention; or
- 6.) if the minor is a voluntary admission, the legal guardian or the minor, if he is age 14 or older, has withdrawn consent to admission (§ 16.1-338.D of the Code of Virginia), unless continued hospitalization is authorized under § 16.1-339, § 16.1-340, or § 16.1-345 of the Code of Virginia within 48 hours of the withdrawal of consent to admission.

FY 2019 and FY 2020 CSB Administrative Requirements

2. **Training Centers:** Any individual is ready for discharge from a training center when the supports that are necessary to meet his or her needs are available in the community of his or her choice.
- B. The state facility shall provide assessment information that is equivalent to the information specified in sections II.B. or II.C. (except for items B.3.a. and g. and C.3.a. and h.) of these procedures to the CSB when an individual is being considered for discharge to the community.
- C. The CSB shall be notified when the state facility interdisciplinary treatment team determines that an individual admitted to a state facility does not meet the admission criteria in these procedures and needs to be discharged in accordance with § 37.2-837 and § 37.2-505 or § 37.2-606 of the Code of Virginia.
- D. A disagreement as to whether an individual is ready for discharge from a state facility is solely a clinically-based disagreement between the state facility treatment team and the CSB that is responsible for the individual's care in the community. A dispute may occur when either:
1. the treatment team determines that the individual is clinically ready for discharge and the CSB disagrees; or
 2. the CSB determines that an individual is clinically ready for discharge and the treatment team disagrees.

See the applicable Discharge Protocols for further guidance about resolving such disagreements.

VI. CSB Post-discharge Services

Refer to the current applicable *Discharge Protocols* for other CSB requirements related to post-discharge services responsibilities.

- A. Individuals discharged from a training center who have missed their first appointment with a CSB case manager or in a day support program shall be contacted by the case management CSB within 14 calendar days.
- B. To reduce readmissions to training centers, CSBs shall, to the extent practicable, establish a developmental crisis stabilization/behavior management capability to work with individuals who have been discharged from a training center who are having difficulty adjusting to their new environments.

FY 2019 and FY 2020 CSB Administrative Requirements

Appendix B: Federal Substance Abuse Prevention and Treatment Block Grant Requirements

Certification Regarding Environmental Tobacco Smoke: Substance Abuse Prevention and Treatment (SAPT) Block Grant and Community Mental Health Services Block Grant

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; CSBs whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing a performance contract, a CSB certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services to children as defined by the Act.

A CSB agrees that it will require that the language of this certification be included in any subawards that contain provisions for children's services and that all subrecipients shall certify accordingly.

Special Federal Substance Abuse Prevention and Treatment Block Grant (CFDA 93.959) Compliance Requirements

Treatment services provided with federal Substance Abuse Prevention and Treatment Block Grant (SAPT) funds must satisfy federally mandated requirements. SAPT funds must be treated as the payer of last resort only for providing services to pregnant women and women with dependent children and TB and HIV services [Source: 45 CFR § 96.137]. Relevant requirements of the Substance Abuse Prevention and Treatment Block Grants; Interim Final Rule (45 CFR Part 96) are summarized below. As subgrantees of the Department, the CSB and its subcontractors under this performance contract are responsible for compliance with these requirements. Failure to address these requirements may jeopardize all SAPT block grant funds awarded to the CSB.

1. **Meet Set-Aside Requirements:** Federal law requires that the state expend its allocation to address established minimum set-asides. In order to address these set-asides, the Department shall designate its awards to the CSB in specified categories, which may include:
 - a. primary prevention,
 - b. treatment services for substance use disorders, and
 - c. services to pregnant women and women with dependent children.

The CSB must utilize these funds for the purposes for which they are indicated in the performance contract and the letter of notification. The CSB must provide documentation in its semi-annual (2nd quarter) and annual (4th quarter) performance contract reports of expenditures of the set-asides to the Office of Substance Abuse Services and the Division of Finance and Administration in the Department to ensure that the state meets its set-aside requirements.

[Sources: 45 CFR § 96.124 and 45 CFR § 96.128]

FY 2019 and FY 2020 CSB Administrative Requirements

2. **Primary Prevention Services:** Federal law requires that funds designated for primary prevention services be directed at individuals not identified to be in need of treatment. These prevention set-aside funds cannot be used to support services, such as case management, outpatient, day support, early intervention, or assessment and evaluation services for individuals identified as needing screening or treatment services. This requirement should be stated in the CSB Prevention System Operational Guidelines document. Federal law also requires that a variety of strategies be utilized, to include the following strategies.
- a. *Information Dissemination:* This strategy provides awareness and knowledge of the nature and extent of alcohol, tobacco, and drug use, abuse, and addiction and their effects on individuals, families, and communities. It also provides knowledge and awareness of available prevention programs and services. Information dissemination is characterized by one-way communication from the source to the audience, with limited contact between the two. Examples of activities conducted and methods used for this strategy include:
 - 1) clearinghouse and information resource center(s),
 - 2) resource directories,
 - 3) media campaigns,
 - 4) brochures,
 - 5) radio and TV public service announcements,
 - 6) speaking engagements,
 - 7) health fairs and health promotion, and
 - 8) information lines.
 - b. *Education:* This strategy involves two-way communication and is distinguished from the information dissemination strategy by the fact that interaction between the educator or facilitator and the participants is the basis of its activities. Activities under this strategy aim to affect critical life and social skills, including decision-making, refusal skills, critical analysis (e.g. of media messages), and systematic judgment abilities. Examples of activities conducted and methods used for this strategy include:
 - 1) classroom and small group sessions (all ages),
 - 2) parenting and family management classes,
 - 3) peer leader and helper programs,
 - 4) education programs for youth groups, and
 - 5) children of substance abusers groups.
 - c. *Alternatives:* This strategy provides for the participation of target populations in activities that exclude alcohol, tobacco, and other drug use. The assumption is that constructive and healthy activities offset the attraction to, or otherwise meet the needs usually filled by, alcohol, tobacco, and other drugs and would, therefore, minimize or obviate resort to the latter. Examples of activities conducted and methods used for this strategy include:
 - 1) drug free dances and parties,
 - 2) youth and adult leadership activities,
 - 3) community drop-in centers, and
 - 4) community-service activities.
 - d. *Problem Identification and Referral:* This strategy aims at identification of those who have indulged in illegal or age-inappropriate use of tobacco or alcohol and those persons who have indulged in the first use of illicit drugs in order to assess if their behavior can be reversed through education. It should be noted, however, that this strategy does not include any activity designed to determine if a person is in need of treatment. Examples of activities conducted and methods used for this strategy include:

FY 2019 and FY 2020 CSB Administrative Requirements

- 1) employee assistance programs,
 - 2) student assistance programs, and
 - 3) driving while under the influence and driving while intoxicated programs.
- e. *Community-Based Process*: This strategy aims to enhance the ability of the community to provide prevention and treatment services for alcohol, tobacco, and drug abuse disorders more effectively. Activities in this strategy include organizing, planning, enhancing efficiency and effectiveness of services implementation, inter-agency collaboration, coalition building, and networking. Examples of activities conducted and methods used for this strategy include:
- 1) community and volunteer training, e.g., neighborhood action training, training of key people in the system, staff and officials training;
 - 2) systemic planning;
 - 3) multi-agency coordination and collaboration;
 - 4) accessing services and funding; and
 - 5) community team-building.
- f. *Environmental*: This strategy establishes or changes written and unwritten community standards, codes, and attitudes, thereby influencing the incidence and prevalence of the abuse of alcohol, tobacco, and other drugs used in the general population. This strategy is divided into two subcategories to permit distinction between activities that center on legal and regulatory initiatives and those that relate to the service and action-oriented initiatives. Examples of activities conducted and methods used for this strategy include:
- 1) promoting the establishment and review of alcohol, tobacco, and drug use policies in schools;
 - 2) technical assistance to communities to maximize local enforcement procedures affecting the availability and distribution of alcohol, tobacco, and other drugs;
 - 3) modifying alcohol and tobacco advertising practices; and
 - 3) product pricing strategies.

[Source: 45 CFR § 96.125]

3. **Services to Pregnant Women and Women with Dependent Children, Including Women who are Attempting to Regain Custody of their Children, Except in Cases where Parental Rights have been Terminated**: Federal law requires that funds allocated to the CSB under this set-aside must support, at a minimum, the following services, either directly or by a written memorandum of understanding:
 - a. primary medical care for women, including referral for prenatal care, and child care while such women are receiving this care;
 - b. primary pediatric care, including immunization for their children;
 - c. gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual and physical abuse, and parenting and child care while the women are receiving these services;
 - d. therapeutic interventions for children in custody of women in treatment that may, among other things, address their developmental needs and their issues of sexual and physical abuse and neglect; and
 - e. sufficient case management and transportation to ensure that women and their children have access to services provided by paragraphs 2.a-d.

FY 2019 and FY 2020 CSB Administrative Requirements

In addition to complying with the requirements described above, the CSB shall:

- a. treat the family as a unit and, therefore, admit both women and their children into treatment services, if appropriate [Source: 45 CFR § 96.124(e)];
 - b. report to the Department when it has insufficient capacity to provide treatment to the woman and make available interim services, including a referral for prenatal care, within 48 hours of the time the woman initially seeks services [Source: 45 CFR § 96.131]; and
 - c. publicize the availability and priority of treatment for pregnant women [Source: 45 CFR § 96.131].
4. **Preference in Admission:** The CSB must give preference in admission to pregnant women who seek or are referred for and would benefit from SAPT Block Grant-funded treatment services. The CSB must give admission preference to individuals in the following order:
- a. pregnant injecting drug users,
 - b. other pregnant substance abusers,
 - c. other injecting drug users, and
 - d. all other individuals.
- [Source: 45 CFR § 96.128]
5. **Services for persons at risk of HIV/AIDS:** Virginia is no longer considered a designated state under these regulations and is no longer required to spend five percent of the federal SAPT Block Grant on HIV Early Intervention Services (EIS). Further, Virginia is prohibited from spending federal funds on HIV EIS. Consequently, neither the Department nor the CSB may spend federal SAPT Block Grant funds for these services. However, if the CSB has an HIV rate of 10 percent or more and wishes to continue its HIV EIS during the term of this contract, it may use state general or local funds that are available to it for this purpose. If the CSB uses state general funds for HIV EIS, those funds will become restricted for that purpose, and the CSB must meet the same requirements as the federal criteria for HIV EIS activities. In any event, the CSB should determine if individuals are engaging in high risk behaviors for HIV infection and encourage them to contact their local health departments for HIV testing and preventative supplies.
6. **Interim Services:** Federal law requires that the CSB, if it receives any Federal Block Grant funds for operating a program of treatment for substance addiction or abuse, either directly or through arrangements with other public or private non-profit organizations, routinely make available services for persons who have sought admission to a substance abuse treatment program yet, due to lack of capacity in the program, have not been admitted to the program. While awaiting admission to the program, these individuals must be provided, at a minimum, with certain interim services, including counseling and education about HIV and tuberculosis (TB). Interim services means services that are provided until an individual is admitted to a substance abuse treatment program. The purposes of such interim services are to reduce the adverse health effects of substance abuse, promote the health of the individual, and reduce the risk of transmission of disease.
- a. For pregnant women, interim services also include counseling about the effects of alcohol and drug abuse on the fetus and referral for prenatal care. [Source: 45 CFR § 96.121, Definitions]
 - b. At a minimum, interim services must include the following:

FY 2019 and FY 2020 CSB Administrative Requirements

- 1) counseling and education about HIV and tuberculosis (TB),
- 2) the risks of needle sharing, the risks of transmission to sexual partners and infants, and
- 3) the steps that can be taken to ensure the HIV and TB transmission does not occur and include referral for HIV or TB treatment services, if necessary.

[Source: 45 CFR §§ 96.121 and 96.126]

7. **Services for Individuals with Intravenous Drug Use:** If the CSB offers a program that treats individuals for intravenous drug abuse, it must:

- a. provide notice to the Department within seven days when the program reaches 90 percent of capacity;
- b. admit each individual who requests and is in need of treatment for intravenous drug abuse not later than:
 - 1) 14 days after making the request, or
 - 2) 120 days after making the request if the program
 - has no capacity to admit the person on the date of the request, and
 - within 48 hours of the request makes interim services as defined in 45 CFR § 96.126 available until the individual is admitted to the program;
- c. maintain an active waiting list that includes a unique identifier for each injecting drug abuser seeking treatment, including individuals receiving interim services while awaiting admission;
- d. have a mechanism in place that enables the program to:
 - 1) maintain contact with individuals awaiting admission, and
 - 2) admit or transfer individuals on the waiting list at the earliest possible time to an appropriate treatment program within a reasonable geographic area;
- e. take individuals awaiting treatment off the waiting list only when one of the following conditions exists:
 - 1) such persons cannot be located for admission, or
 - 2) such persons refuse treatment; and
- f. encourage individuals in need of treatment for intravenous drug use to undergo such treatment, using outreach methods that are scientifically sound and that can reasonably be expected to be effective; such outreach methods include:
 - 1) selecting, training, and supervising outreach workers;
 - 2) contacting, communicating, and following-up with high risk substance abusers, their associates, and neighborhood residents, within the constraints of federal and state confidentiality requirements, including 42 CFR Part 2;
 - 3) promoting awareness among injecting drug users about the relationship between injecting drug abuse and communicable diseases, such as HIV;
 - 4) recommending steps that can be taken to ensure that HIV transmission does not occur; and
 - 5) encouraging entry into treatment.

[Sources: 45 CFR §§ 96.121 and 96.126]

8. **Tuberculosis (TB) Services:**

- a. Federal law requires that the CSB, if it receives any Federal Block Grant funds for operating a program of treatment for substance addiction or abuse, either directly or through

FY 2019 and FY 2020 CSB Administrative Requirements

arrangements with other public or private non-profit organizations, routinely make available the following tuberculosis services to each individual receiving treatment for substance abuse [45 CFR § 96.121 (Definitions)]:

- 1) counseling individuals with respect to tuberculosis,
 - 2) testing to determine whether the individual has been infected with mycobacteria tuberculosis to identify the appropriate form of treatment for the person, and
 - 3) providing for or referring the individuals infected with mycobacteria tuberculosis for appropriate medical evaluation and treatment.
- b. The CSB must follow the protocols established by the Department and the Department of Health and distributed by the Department of Health for screening for, detecting, and providing access to treatment for tuberculosis.
- c. All individuals with active TB shall be reported to the appropriate state official (the Virginia Department of Health, Division of TB Control), as required by state law and in accordance with federal and state confidentiality requirements, including 42 CFR Part 2.
- d. The CSB shall:
- 1) establish mechanisms to ensure that individuals receive such services, and
 - 2) refer individuals who are denied admission due to lack of service capacity to other providers of TB services.

[Source: 45 CFR § 96.127]

9. Other Requirements

- a. The CSB shall make available continuing education about treatment services and prevention activities to employees in SAPT Block Grant-funded treatment and prevention programs, practices, and strategies. The CSB shall ensure that the prevention director or manager and full time prevention staff are trained in the current version of the Substance Abuse Prevention Skills Training (SAPST) to develop core knowledge and competencies for the implementation of the Strategic Prevention Framework. The CSB shall ensure that part-time staff is trained in the online version of the Strategic Prevention Framework at <https://captionline.edc.org>. The CSB shall ensure that any other staff supervising prevention staff has completed the current version of the SAPST so that he or she has the capacity to understand fully the requirements for implementation of the Strategic Prevention Framework (SPF). The CSB shall report staff time in the Social Solutions Efforts to Outcomes (ETO) Prevention Data System for any staff supported in full or in part by SAPT Block Grant Prevention set-aside funds.
- b. The CSB shall develop and implement a Prevention System Operating Guidance Document that contains the key elements outlined in the Department's Prevention System Operating Guidance Document template available at <http://www.virginiapreventionworks.org>.
- c. The CSB shall implement and maintain a system to protect individual services records maintained by SAPT Block Grant-funded services from inappropriate disclosures. This system shall comply with applicable federal and state laws and regulations, including 42 CFR, and provide for employee education about the confidentiality requirements and the fact that disciplinary action may be taken for inappropriate disclosures. [Source: 45 CFR § 96.132]

10. **Faith-Based Service Providers:** In awarding contracts for substance abuse treatment, prevention, or support services, the CSB shall consider bids from faith-based organizations on the same competitive basis as bids from other non-profit organizations. Any contract with a

FY 2019 and FY 2020 CSB Administrative Requirements

faith-based organization shall stipulate compliance with the provisions of 42 CFR Parts 54 and 54a and 45 CFR Parts 96, 260, and 1050. Funding awarded through such contracts shall not be used for inherently religious activities, such as worship, religious instruction, or proselytizing. Such organizations are exempt from the requirements of Title VII of the Civil Rights Act regarding employment discrimination based on religion. However, such organizations are not exempt from other provisions of Title VII or from other statutory or regulatory prohibitions against employment discrimination based on disability or age. These organizations are subject to the same licensing and human rights regulations as other providers of substance abuse services. The CSB shall be responsible for assuring that the faith-based organization complies with the provisions described in these sections. The CSB shall provide individuals referred to services provided by a faith-based organization with notice of their right to services from an alternative provider. The CSB shall notify the Office of Substance Abuse Services in the Department each time such a referral is required.

- 11. Prevention Services Addressing Youth Tobacco Use, Retail Tobacco Access, and Underage Drinking:** The CSB shall select and implement evidence-based programs, practices, and strategies that target youth tobacco use, retail access, and underage drinking based on prevalence rates of youth tobacco and alcohol use that are above the state average; youth retail access rates above the state average, and age of first use for tobacco and alcohol use that fall below state rates based on the CSB's service area. All activities shall be placed into the Social Solutions Efforts to Outcomes (ETO) Prevention Data System.

[Sources: 42 USC 300x-26 and 45 CFR § 96.130]

FY 2019 and FY 2020 CSB Administrative Requirements

Appendix C: Unspent Balances Principles and Procedures

Unspent balances means amounts of unrestricted and restricted state general funds, hereafter referred to as state funds unless clarity requires more specificity, disbursed to CSBs pursuant to item 790 Grants to Localities in the current Appropriation Act that remain unexpended after the end of the fiscal year in which they were disbursed to the CSB by the Department.

Unspent Balances Principles and Procedures

1. **Applicability:** These principles and procedures apply equally to all CSBs. Implementation of some details of these principles and procedures may need to vary by type of CSB, but the overall framework should apply consistently. For example, given the administrative and financial relationships between some administrative policy or policy-advisory CSBs and their local governments, there may be a need to modify the application of some principles or procedures to accommodate those relationships. These principles and procedures shall apply to all unspent balances of state funds present in a CSB's accounts and reflected in its financial management system and independent C.P.A. audit.
2. **CSB Allocations of State Funds not Affected by Amounts of Unspent Balances:** Given provisions in State Board Policy 6005 and § 37.2-509 or § 37.2-611 of the Code of Virginia, the Department shall allocate funds in Grants to Localities in the Appropriation Act without applying estimated year-end balances of unspent state funds to the next year's awards to CSBs.
3. **Calculation of Balances:** In order to identify the correct amounts of unspent state fund balances, the Department shall continue to calculate unspent balances for all types of funds sources, except for federal grants. The Department shall calculate balances for restricted and unrestricted state funds, local matching funds, and fees, based on the end of the fiscal year Community Automated Reporting System (CARS) reports submitted by all CSBs no later than the deadline in Exhibit E of the performance contract for the preceding state fiscal year. The Department shall continue to communicate information about individual balances to each CSB.
4. **Reserve Funds:** A CSB shall place all unspent balances of unrestricted and restricted state funds that it has accumulated from previous fiscal years in a separate reserve fund. CSBs shall identify and account separately for unspent balances of each type of restricted state funds from previous fiscal years in the reserve fund. However, this identification shall not limit the use of these funds to only the restricted purpose. The CSB shall use this reserve fund only for mental health, developmental, and substance use disorder services purposes and as specified in these principles and procedures.

In the case of a CSB reporting under the Governmental Health Care Enterprise accounting standards, unspent balances of unrestricted or restricted state funds would be deferred to the following fiscal year and not reported as income in the year from which the income was deferred. These deferrals would be reported as balances in CARS reports submitted by the CSB. Deferred state funds would continue to be deferred until spent for services in the performance contract. When these balances are spent, they would be reflected as state retained earnings in the end of the fiscal year CARS reports. However, balances of unexpended state funds must be reflected in the net assets part of the CSB's audit report.

Reserve funds must not be established using current fiscal year funds, which are appropriated, granted, and disbursed for the provision of services in that fiscal year. This is particularly relevant for funds earmarked or restricted by funding sources such as the General Assembly, since these funds cannot be used for another purpose. Transferring current fiscal year state

FY 2019 and FY 2020 CSB Administrative Requirements

funds into a reserve fund or otherwise intentionally not expending them solely for the purpose of accumulating unspent state funds to create or increase a reserve fund is a violation of the legislative intent of the Appropriation Act and is not acceptable.

5. **Maintenance of Effort:** Pursuant to 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.
6. **Size of Reserve Funds:** The maximum acceptable amount of unspent state fund balances that a CSB may accumulate in a reserve fund shall be equal to 50 percent of the amount of all state funds received from the Department during the current fiscal year up to a maximum of \$7 million. If this amount of all state funds is less than a 50 percent of the total amount of state funds received by the CSB during any one of the preceding five fiscal years, then 50 percent of that larger amount shall constitute the acceptable maximum amount of unspent state fund balances that may be accumulated in a reserve account. If a CSB has accumulated more than this amount, it must expend enough of those reserve funds on allowable uses for mental health, developmental, or substance use disorder services purposes to reduce the amount of accumulated state fund balances to less than 50 percent of the amount of all state funds received from the Department during the current fiscal year.

In calculating the amount of acceptable accumulated state fund balances, amounts of long term capital obligations incurred by a CSB shall be excluded from the calculation. If a CSB has a plan approved by its CSB board to reserve a portion of accumulated balances toward an identified future capital expense such as the purchase, construction, renovation, or replacement of land or buildings used to provide mental health, developmental, or substance use disorder services; purchase or replacement of other capital equipment, including facility-related machinery or equipment; or purchase of information system equipment or software, the reserved amounts of state funds shall be excluded from the maximum acceptable amount of unspent state fund balances.

7. **Unspent Balances for Regional Programs:** While all unspent balances exist in CSB financial management systems, unspent balances for a regional program may be handled by the CSBs participating in the regional program as they decide. All participating CSBs must review and approve how these balances are handled. Balances for regional programs may be prorated to each participating CSB for its own locally determined uses or allocated to a CSB or CSBs for regionally approved uses, or the CSB that functions as the regional program's fiscal agent may retain and expend the funds for purposes determined by all of the participating CSBs. Procedures for handling regional program balances of unspent funds should be included in the regional program memorandum of agreement for the program among the participating CSBs, and those procedures must be consistent with the principles and procedures in this Appendix and the applicable provisions of the current performance contract.
8. **Effective Period of Restrictions on State General Funds:** Allowable uses of state funds appropriated in the Grants to Localities item of the Appropriation Act for identified purposes (restricted funds) remain in effect for each fiscal year through the end of the biennium in which those restricted funds were originally appropriated. After the end of the fiscal year in which the restricted funds were disbursed to CSBs, any unexpended balances of these state funds shall continue to be identified with the restriction attached when the funds were appropriated originally.

FY 2019 and FY 2020 CSB Administrative Requirements

- 9. Use of Unexpended Restricted State Funds During the Current Fiscal Year:** The Department will not approve requests from CSBs to transfer unexpended restricted state funds during the current fiscal year to be used for another purpose. Restricted state funds must be used for the purposes for which they were appropriated in the biennium in which they were appropriated. Instead, a CSB should use unspent funds from prior fiscal years in its reserve fund if additional funds are needed for this other purpose.
- 10. Allowable Uses of Unspent State Fund Balances:** Consistent with the intent of the Grants to Localities item in the Appropriation Act and § 37.2-500 or § 37.2-601 of the Code of Virginia, CSBs may use unspent balances of state funds only for mental health, developmental, and substance use disorder services purposes. Any other uses of unspent state fund balances are not acceptable and are a violation of the CSB's performance contract with the Department.
- 11. Preferred Acceptable Uses of Accumulated Unspent State Fund Balances From Previous Fiscal Years:** CSBs may use unspent state fund balances from previous fiscal years for the following purposes:
- a. Purchase, construction, renovation, or replacement of land or buildings used to provide mental health, developmental, or substance use disorder services;
 - b. Purchase, replacement, or repair of vehicles used to transport individuals receiving services or to provide services (e.g., vehicles for case management or emergency services staff);
 - c. Start-up expenses for new programs and unfunded one-time costs associated with existing services to individuals, including security deposits for housing and utilities, advance rental payments, facility furnishings, supplies, prepaid expenses such as insurance premiums, staff recruitment and training, unreimbursed medical or dental examinations or routine care, or payments for capacity determinations and legal services such as obtaining an attorney and paying filing fees associated with petitioning for and obtaining guardianship orders;
 - d. Purchase, replacement, or repair of other capital equipment, including facility-related machinery, equipment, or furnishings;
 - e. Initiation of Individual Discharge Assistance Program Plans to enable individuals on state hospital extraordinary barriers to discharge lists to be discharged to community settings while other support for the placements is being arranged;
 - f. Purchase of local inpatient psychiatric services if state mental health LIPOS funds have been exhausted;
 - g. Purchase, replacement, or repair of information system equipment or software, including telecommunications equipment or software; or
 - h. Purchase, construction, renovation, or replacement of land or buildings used for the CSB's management and administrative operations.
- 12. Other Acceptable Uses of Accumulated Unspent State Fund Balances From Previous Fiscal Years:** Normally, unspent balances of state funds from previous fiscal years should be used only for one-time, non-recurring expenditures and not for supporting ongoing obligations. However, in exceptional circumstances, unspent balances may be used to temporarily absorb the short term effects of a budget reduction or an unanticipated funds shortfall during the current fiscal year until more permanent actions are taken to implement the budget reduction or address the shortfall. Also, State Board Policy 6005 states that, if a CSB is certain that the source of balances of unspent state funds can be sustained in the future, for instance savings from a permanent reduction in staffing, then the balances could be used for ongoing obligations,

FY 2019 and FY 2020 CSB Administrative Requirements

although a preferable alternative would be to move the funds from the activity where they were not spent to the other ongoing use.

- 13. Collective Uses of Unspent Balances:** A group of CSBs may pool amounts of their unspent balances to address one-time issues or needs that are addressed more effectively or efficiently on a collective basis. The use of these pooled unspent balances shall be consistent with the principles and procedures in this Appendix.
- 14. Performance Contract Documentation:** All uses of unspent balances of state funds shall be documented in the CSB's performance contract for the year in which the unspent balances are expended. If the balances will be used to support operational costs, the funds shall be shown as state retained earnings in the performance contract and in the CARS mid-year report, if the expense occurs in the first two quarters, and in the end of the fiscal year CARS report.

If the balances will be used for major capital expenses, such as the purchase, construction, major renovation, or replacement of land or buildings used to provide mental health, developmental, or substance use disorder services or the CSB's management and administrative operations or the purchase or replacement of information system equipment, these costs shall be shown as state retained earnings and shall be described separately on the Financial Comments page (AF-2) of the performance contract and the CARS reports. Balances used for major capital expenses shall be included on pages AF 1 and AF-3 through AF-8 as applicable but shall not be included in the service costs shown on Forms 11, 21, 31, or 01 of the performance contract or CARS reports because these expenses would distort the ongoing costs of the services in which the major capital expenses would be included. Differences between the funds shown on pages AF-1 through AF-8 related to the inclusion of unspent balances as retained earnings for major capital expenses and the costs shown on Forms 11 through 01 shall be explained on Form AF-10 Supplemental Information: Reconciliation of Projected Resources and Core Services Costs by Program Area. However, depreciation of those capital assets can be included in service costs shown on Forms 11 through 01.

In either case, for each separate use of unspent balances of state funds, the amount expended and the category from those listed in sections 11 and 12 of the expenditure shall be shown on the Financial Comments page of the performance contract, if the expenditure was planned at the beginning of the contract term, and in the end of the fiscal year CARS report. The amount of unspent balances must be shown along with the specific sources of those balances, such as unrestricted state funds or particular restricted state funds. Uses of unspent balances of state funds shall be reviewed and approved by the Department in accordance with the principles and procedures in this Appendix and the Performance Contract Process in Exhibit E of the performance contract.

CSBs may maintain their accounting records on a cash or accrual basis for day-to-day accounting and financial management purposes; however its CARS reporting must be in compliance with Generally Accepted Accounting Principles (GAAP). CSBs may submit CARS reports to the Department on a cash or modified accrual basis, but they must report on a consistent basis; and the CARS reports must include all funds contained in the performance contract that are received by the CSB during the reporting period.

- 15. Review of Unspent Balances:** In exercising its stewardship responsibility to ensure the most effective, prudent, and accountable uses of state funds, the Department may require CSBs to report amounts of unexpended state funds from previous fiscal years. The Department also may withhold current fiscal year disbursements of state funds from a CSB if amounts of unexpended state funds for the same purposes in the CSB's reserve account exceed the limits in section 6.

FY 2019 and FY 2020 CSB Administrative Requirements

Pursuant to section 2, this action would not affect the allocation of those state funds in the following fiscal year. The Department also may review available unspent balances of state funds with a CSB that exhibits a persistent pattern of providing lower levels of services while generating significant balances of unspent state funds, and the Department may take actions authorized by State Board Policy 6005 to address this situation. Finally, the Department may establish other requirements in collaboration with CSBs for the identification, use, reporting, or redistribution of unexpended balances of state funds.

FY 2019 and FY 2020 CSB Administrative Requirements

Appendix D: User Acceptance Testing Process

User acceptance testing (UAT) measures the quality and usability of an application. Several factors make UAT necessary for any software development or modification project, especially for complex applications like CCS 3 or the Waiver Management System (WaMS) that interface with many IT vendor-supplied data files and are used by many different end users in different ways.

1. UAT reduces the cost of developing the application. Fixing issues before the application is released is always less expensive in terms of costs and time.
2. Ensuring the application works as expected. By the time an application has reached the UAT process, the code should work as required. Unpredictability is one of the least desirable outcomes of using any application.

In the UAT process, end users test the business functionality of the application to determine if it can support day-to-day business practices and user scenarios and to ensure the application is correct and sufficient for business usage. The CSBs and Department will use the following UAT process for major new releases of CCS 3, WaMS, or other applications that involve the addition of new data elements or reporting requirements or other functions that would require significant work by CSB IT staff and vendors. All days in the time frame are calendar days. Major changes in complex systems such as CCS or WaMS shall occur only once per year at the start of the fiscal year and in accordance with the testing process below. Critical and unexpected changes in WaMS may occur outside of this annual process, but the Department will use the UAT process to implement them. Smaller applications follow the process below at the discretion of the Department and the VACSB DMC.

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

Shorter processes that modify this UAT process will be used for minor releases of CCS 3 or other applications that involve small modifications of the application and do not involve collecting new data elements. For example, bug fixes or correcting vendor or CSB names or adding values in existing look up tables may start at D-35.

FY 2019 and FY 2020 CSB Administrative Requirements

Appendix E: Continuous Quality Improvement (CQI) Process

Introduction: Meaningful performance expectations are part of a CQI process developed and supported by the Department and CSBs that will monitor CSB progress in achieving those expectations to improve the quality, accessibility, integration and welcoming, person-centeredness, and responsiveness of services locally and to 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.

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. Because this CQI process focuses on improving services and to strengthen the engagement of CSBs in this process and preserve essential services for individuals, funding will not be based on or associated with CSB performance in achieving these expectations and goals. 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.

I. CQI Performance Expectations and Goals

A. General Performance Goal and Expectation Affirmations

1. 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.
2. 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

FY 2019 and FY 2020 CSB Administrative Requirements

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.

B. Emergency Services Performance Goal and Expectation Affirmations

1. 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. Urban and rural CSBs are listed in the current Overview of Community Services in Virginia at www.dbhds.virginia.gov/OCC-default.htm.
2. 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.
3. 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.
4. 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.
5. 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

FY 2019 and FY 2020 CSB Administrative Requirements

CSB for individuals who received preadmission screening evaluations, for a progress note or a copy of the preadmission screening form.

C. Mental Health and Substance Abuse Case Management Services Performance Expectation Affirmations

1. 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.
2. 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 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.
3. 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.
4. 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.
5. 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.

FY 2019 and FY 2020 CSB Administrative Requirements

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

- A. 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 on-site reviews, staff from the Department's Office of Community Behavioral Health Services may examine a sample of service records to verify this affirmation.
- B. If the CSB has not conducted an organizational self-assessment of service integration in the last three years using the COMPASS, COMPASSEZ, or DDCAT/DDMHT tool as part of the Virginia System Integration Project (VASIP) process, the CSB conducts an organizational self-assessment of service integration during the term of this contract with one of these tools and uses the results of this self-assessment as part of its continuous quality improvement plan and process. The CSB shall provide the results of its continuous quality improvement activities for service integration to the Department's Office of Community Behavioral Health Services during its on-site review of the CSB.

III. Data Quality Performance Expectation Affirmations

- 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 3 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.
- C. 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. 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. 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. The Department will monitor this affirmation by analyzing the CSB's CCS submissions.

FY 2019 and FY 2020 CSB Administrative Requirements

IV. Employment and Housing Opportunities Expectation Affirmations

- A. 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. 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.

FY 2020 Exhibit A: Resources and Services

Highlands Community Services

Consolidated Budget (Pages AF-3 through AF-12)

Funding Sources	Mental Health (MH) Services	Developmental (DV) Services	Substance Use Disorder (SUD) Services	TOTAL
State Funds	3,502,491	332,172	754,062	4,588,725
Local Matching Funds	606,233	0	0	606,233
Total Fees	14,396,928	3,712,272	376,302	18,485,502
Transfer Fees In/(Out)	0	0	0	0
Federal Funds	1,203,049	0	598,498	1,801,547
Other Funds	502,548	22,980	303,025	828,553
State Retained Earnings	44,550	0	0	44,550
Federal Retained Earnings	0		179,315	179,315
Other Retained Earnings	110,000	0	0	110,000
Subtotal Ongoing Funds	20,365,799	4,067,424	2,211,202	26,644,425
State Funds One-Time	0	0	0	0
Federal Funds One-Time	0		0	0
Subtotal One -Time Funds	0	0	0	0
TOTAL ALL FUNDS	20,365,799	4,067,424	2,211,202	26,644,425
Cost for MH/DV/SUD Services	18,525,167	3,728,680	2,470,792	24,724,639
Cost for Emergency Services (AP-4)				1,360,203
Cost for Ancillary Services (AP-4)				559,583
Total Cost for Services				26,644,425

Local Match Computation	
Total State Funds	4,588,725
Total Local Matching Funds	606,233
Total State and Local Funds	5,194,958
Total Local Match % (Local / Total State + Local)	11.67%

CSB Administrative Percentage	
Administrative Expenses	2,903,999
Total Cost for Services	26,644,425
Admin / Total Expenses	10.90%

*FY2019 And FY2020 Community Services Performance Contract
FY 2020 Exhibit A: Resources and Services*

Highlands Community Services

Financial Comments

Comment1	Mental Health In-Kind Contributions of \$109,373 consists of in-kind rent
Comment2	received for two HCS facilities that are leased for \$1.00 per year.
Comment3	
Comment4	
Comment5	
Comment6	
Comment7	
Comment8	
Comment9	
Comment10	
Comment11	
Comment12	
Comment13	
Comment14	
Comment15	
Comment16	
Comment17	
Comment18	
Comment19	
Comment20	
Comment21	
Comment22	
Comment23	
Comment24	
Comment25	

FY2020 Exhibit A: Resources and Services

Mental Health (MH) Services
Highlands Community Services

Funding Sources	Funds
<u>FEES</u>	
MH Medicaid Fees	13,397,549
MH Fees: Other	999,379
Total MH Fees	14,396,928
MH Transfer Fees In/(Out)	0
MH Net Fees	14,396,928
<u>FEDERAL FUNDS</u>	
MH FBG SED Child & Adolescent (93.958)	114,421
MH FBG Young Adult SMI (93.958)	177,673
MH FBG SMI (93.958)	121,326
MH FBG SMI PACT (93.958)	0
MH FBG SMI SWVBH Board (93.958)	0
Total MH FBG SMI Funds	121,326
MH FBG Geriatrics (93.958)	0
MH FBG Peer Services (93.958)	0
Total MH FBG Adult Funds	121,326
MH Federal PATH (93.150)	0
MH Federal CABHI (93.243)	0
MH Other Federal - DBHDS	0
MH Other Federal - CSB	789,629
Total MH Federal Funds	1,203,049
<u>STATE FUNDS</u>	
<u>Regional Funds</u>	
MH Acute Care (Fiscal Agent)	0
MH Acute Care Transfer In/(Out)	69,613
Total MH Net Acute Care - Restricted	69,613
MH Regional DAP (Fiscal Agent)	0
MH Regional DAP Transfer In/(Out)	265,994
Total MH Net Regional DAP - Restricted	265,994
MH Regional Residential DAP - Restricted	0
MH Crisis Stabilization (Fiscal Agent)	172,000
MH Crisis Stabilization - Transfer In/(Out)	0
Total Net MH Crisis Stabilization - Restricted	172,000
MH Transfers from DBHDS Facilities (Fiscal Agent)	0
MH Transfers from DBHDS Facilities - Transfer In/(Out)	0
Total Net MH Transfers from DBHDS Facilities	0

FY2020 Exhibit A: Resources and Services

Mental Health (MH) Services
Highlands Community Services

Funding Sources	Funds
MH Recovery (Fiscal Agent)	64,179
MH Other Merged Regional Funds (Fiscal Agent)	0
MH Total Regional Transfer In/(Out)	0
Total MH Net Unrestricted Regional State Funds	64,179
Total MH Net Regional State Funds	571,786
<u>Children State Funds</u>	
MH Child & Adolescent Services Initiative	77,950
MH Children's Outpatient Services	75,000
MH Juvenile Detention	0
Total MH Restricted Children's Funds	152,950
MH State Children's Services	22,515
MH Demo Proj-System of Care (Child)	0
Total MH Unrestricted Children's Funds	22,515
MH Crisis Response & Child Psychiatry (Fiscal Agent)	0
MH Crisis Response & Child Psychiatry Transfer In/(Out)	84,684
Total MH Net Restricted Crisis Response & Child Psychiatry	84,684
Total State MH Children's Funds (Restricted for Children)	260,149
<u>Other State Funds</u>	
MH Law Reform	198,895
MH Pharmacy - Medication Supports	79,303
MH Jail Diversion Services	0
MH Rural Jail Diversion	0
MH Forensic Discharge Planning	568,193
MH Docket Pilot JMHCP Match	0
MH Adult Outpatient Competency Restoration Services	0
MH CIT-Assessment Sites	388,082
MH Expand Telepsychiatry Capacity	23,100
MH PACT	0
MH PACT - Forensic Enhancement	0
MH Gero-Psychiatric Services	0
MH Permanent Supportive Housing	0
MH STEP-VA	603,496
MH Young Adult SMI	463,215
MH Expanded Community Capacity (Fiscal Agent)	0
MH Expanded Community Capacity Transfer In/(Out)	0
Total MH Net Expanded Community Capacity	0
MH First Aid and Suicide Prevention (Fiscal Agent)	0
MH First Aid and Suicide Prevention Transfer In/(Out)	3,625
Total MH Net First Aid and Suicide Prevention	3,625
Total MH Restricted Other State Funds	2,327,909

FY2020 Exhibit A: Resources and Services

Mental Health (MH) Services
Highlands Community Services

<u>Funding Sources</u>	<u>Funds</u>
MH State Funds	342,647
MH State Regional Deaf Services	0
MH State NGRI Funds	0
MH Geriatrics Services	0
Total MH Unrestricted Other State Funds	342,647
Total MH Other State Funds	2,670,556
TOTAL MH STATE FUNDS	3,502,491
OTHER FUNDS	
MH Other Funds	502,548
MH Federal Retained Earnings	0
MH State Retained Earnings	44,550
MH State Retained Earnings - Regional Programs	0
MH Other Retained Earnings	110,000
Total MH Other Funds	657,098
LOCAL MATCHING FUNDS	
MH Local Government Appropriations	409,260
MH Philanthropic Cash Contributions	45,600
MH In-Kind Contributions	109,373
MH Local Interest Revenue	42,000
Total MH Local Matching Funds	606,233
Total MH Funds	20,365,799
MH ONE TIME FUNDS	
MH FBG SMI (93.958)	0
MH FBG SED Child & Adolescent (93.958)	0
MH FBG Peer Services (93.958)	0
MH State Funds	0
MH One-Time Restricted State Funds	0
Total One Time MH Funds	0
Total MH All Funds	20,365,799

FY2020 Exhibit A: Resources and Services

Developmental Services (DV)
Highlands Community Services

<u>Funding Sources</u>	<u>Funds</u>
<u>FEES</u>	
DV Medicaid DD Waiver Fees	2,820,744
DV Other Medicaid Fees	855,248
DV Medicaid ICF/IDD Fees	0
DV Fees: Other	36,280
Total DV Fees	3,712,272
DV Transfer Fees In/(Out)	0
DV NET FEES	3,712,272
<u>FEDERAL FUNDS</u>	
DV Other Federal - DBHDS	0
DV Other Federal - CSB	0
Total DV Federal Funds	0
<u>STATE FUNDS</u>	
DV State Funds	304,974
DV OBRA Funds	27,198
Total DV Unrestricted State Funds	332,172
DV Trust Fund (Restricted)	0
DV Rental Subsidies	0
DV Guardianship Funding	0
DV Crisis Stabilization (Fiscal Agent)	0
DV Crisis Stabilization Transfer In(Out)	0
DV Net Crisis Stabilization	0
DV Crisis Stabilization-Children (Fiscal Agent)	0
DV Crisis Stabilization-Children Transfer In(Out)	0
DV Net Crisis Stabilization -Children	0
DV Transfers from DBHDS Facilities (Fiscal Agent)	0
DV Transfers from DBHDS Facilities - Transfer In/(Out)	0
Total Net DV Transfers from DBHDS Facilities	0
Total DV Restricted State Funds	0
Total DV State Funds	332,172
<u>OTHER FUNDS</u>	
DV Workshop Sales	0
DV Other Funds	22,980
DV State Retained Earnings	0
DV State Retained Earnings-Regional Programs	0
DV Other Retained Earnings	0
Total DV Other Funds	22,980

FY2020 Exhibit A: Resources and Services

Developmental Services (DV)
Highlands Community Services

<u>Funding Sources</u>	<u>Funds</u>
<u>LOCAL MATCHING FUNDS</u>	
DV Local Government Appropriations	0
DV Philanthropic Cash Contributions	0
DV In-Kind Contributions	0
DV Local Interest Revenue	0
Total DV Local Matching Funds	0
Total DV Funds	4,067,424
<u>DV ONE TIME FUNDS</u>	
DV One-Time Restricted State Funds	0
Total One Time DV Funds	0
Total DV All Funds	4,067,424

FY2020 Exhibit A: Resources and Services

Substance Use Disorder (SUD) Services

Highlands Community Services

Funding Sources	Funds
<u>FEEES</u>	
SUD Medicaid Fees	233,859
SUD Fees: Other	142,443
Total SUD Fees	376,302
SUD Transfer Fees In/(Out)	0
SUD NET FEES	376,302
<u>FEDERAL FUNDS</u>	
SUD FBG Alcohol/Drug Treatment (93.959)	225,150
SUD FBG SARPOS (93.959)	14,250
SUD FBG Jail Services (93.959)	0
SUD FBG Co-Occurring (93.959)	0
SUD FBG New Directions (93.959)	0
SUD FBG Recovery (93.959)	0
SUD FBG MAT - Medically Assisted Treatment (93.959)	0
Total SUD FBG Alcohol/Drug Treatment Funds	239,400
SUD FBG Women (includes LINK at 6 CSBs) (93.959)	13,520
SUD FBG Prevention-Women (LINK) (93.959)	0
Total SUD FBG Women Funds	13,520
SUD FBG Prevention (93.959)	103,000
SUD FBG Prev-Family Wellness (93.959)	92,578
Total SUD FBG Prevention Funds	195,578
SUD Federal VA Project LINK/PPW (93.243)	0
SUD Federal CABHI (93.243)	0
SUD Federal Strategic Prevention (93.243)	150,000
SUD Federal YSAT – Implementation (93.243)	0
SUD Federal OPT-R - Prevention (93.788)	0
SUD Federal OPT-R - Treatment (93.788)	0
SUD Federal OPT-R - Recovery (93.788)	0
Total SUD Federal OPT-R Funds (93.788)	0
SUD Federal Opioid Response – Recovery (93.788)	0
SUD Federal Opioid Response – Treatment (93.788)	0
SUD Federal Opioid Response – Prevention (93.788)	0
Total SUD Federal Opioid Response Funds (93.788)	0
SUD Other Federal - DBHDS	0
SUD Other Federal - CSB	0
TOTAL SUD FEDERAL FUNDS	598,498

FY2020 Exhibit A: Resources and Services

Substance Use Disorder (SUD) Services

Highlands Community Services

Funding Sources	Funds
<u>STATE FUNDS</u>	
<u>Regional Funds</u>	
SUD Facility Reinvestment (Fiscal Agent)	0
SUD Facility Reinvestment Transfer In/(Out)	0
Total SUD Net Facility Reinvestment	0
SUD Transfers from DBHDS Facilities (Fiscal Agent)	0
SUD Transfers from DBHDS Facilities - Transfer In/(Out)	0
Total Net SUD Transfers from DBHDS Facilities	0
SUD Community Detoxification (Fiscal Agent)	0
SUD Community Detoxification – Transfer In/(Out)	0
Total Net SUD Community Detoxification	0
Total SUD Net Regional State Funds	0
<u>Other State Funds</u>	
SUD Women (includes LINK at 4 CSBs) (Restricted)	600
SUD Recovery Employment	0
SUD MAT - Medically Assisted Treatment	82,153
SUD Peer Support Recovery	0
SUD Permanent Supportive Housing Women	0
SUD SARPOS	24,410
SUD STEP-VA	0
SUD Recovery	0
Total SUD Restricted Other State Funds	107,163
SUD State Funds	646,899
SUD Region V Residential	0
SUD Jail Services/Juvenile Detention	0
SUD HIV/AIDS	0
Total SUD Unrestricted Other State Funds	646,899
Total SUD Other State Funds	754,062
TOTAL SUD STATE FUNDS	754,062
<u>OTHER FUNDS</u>	
SUD Other Funds	303,025
SUD Federal Retained Earnings	179,315
SUD State Retained Earnings	0
SUD State Retained Earnings-Regional Programs	0
SUD Other Retained Earnings	0
Total SUD Other Funds	482,340

FY2020 Exhibit A: Resources and Services

Substance Use Disorder (SUD) Services

Highlands Community Services

<u>Funding Sources</u>	<u>Funds</u>
<u>LOCAL MATCHING FUNDS</u>	
SUD Local Government Appropriations	0
SUD Philanthropic Cash Contributions	0
SUD In-Kind Contributions	0
SUD Local Interest Revenue	0
Total SUD Local Matching Funds	0
Total SUD Funds	2,211,202
<u>SUD ONE-TIME FUNDS</u>	
SUD FBG Alcohol/Drug Treatment (93.959)	0
SUD FBG Women (includes LINK-6 CSBs) (93.959)	0
SUD FBG Prevention (93.959)	0
SUD State Funds	0
Total SUD One-Time Funds	0
Total All SUD Funds	2,211,202

FY2019 And FY2020 Community Services Performance Contract
FY 2020 Exhibit A: Resources and Services
Local Government Tax Appropriations

Highlands Community Services

City/County	Tax Appropriation
Bristol City	172,414
Washington County	236,846
Total Local Government Tax Funds:	409,260

FY2019 And FY2020 Community Services Performance Contract

FY2020 Exhibit A: Resources and Services

Supplemental Information

Reconciliation of Projected Resources and Core Services Costs by Program Area

Highlands Community Services

	MH Services	DV Services	SUD Services	Emergency Services	Ancillary Services	Total
Total All Funds (Page AF-1)	20,365,799	4,067,424	2,211,202			26,644,425
Cost for MH, DV, SUD, Emergency, and Ancillary Services	18,525,167	3,728,680	2,470,792	1,360,203	559,583	26,644,425
Difference	1,840,632	338,744	-259,590	-1,360,203	-559,583	0

Difference results from

Other: 0

Explanation of Other in Table Above:

FY2020 Exhibit A: Resources and Services

CSB 100 Mental Health Services
Highlands Community Services

Report for Form 11

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
250 Acute Psychiatric Inpatient Services	0.2 Beds	14	\$87,457
310 Outpatient Services	22.35 FTEs	1850	\$2,752,554
312 Medical Services	5 FTEs	1990	\$2,199,920
320 Case Management Services	60.75 FTEs	2500	\$5,540,736
410 Day Treatment or Partial Hospitalization	325 Slots	435	\$4,564,194
420 Ambulatory Crisis Stabilization Services	14 Slots	320	\$1,303,107
425 Mental Health Rehabilitation	56 Slots	138	\$1,065,310
460 Individual Supported Employment	0.65 FTEs	35	\$271,674
551 Supervised Residential Services	20 Beds	18	\$740,215
Totals		7,300	\$18,525,167

Form 11A: Pharmacy Medication Supports	Number of Consumers
803 Total Pharmacy Medication Supports Consumers	100

FY2020 Exhibit A: Resources and Services

CSB 200 Developmental Services

Highlands Community Services

Report for Form 21

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
112 Medical Services	0.35 FTEs	18	\$24,600
120 Case Management Services	12 FTEs	230	\$903,350
125 Developmental Habilitation	30 Slots	65	\$789,064
151 Supervised Residential Services	23 Beds	25	\$2,011,666
Totals		338	\$3,728,680

FY2020 Exhibit A: Resources and Services

CSB 300 Substance Use Disorder Services

Highlands Community Services

Part for Form 31

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
310 Outpatient Services	2.75 FTEs	304	\$207,409
313 Intensive Outpatient Services	5.25 FTEs	120	\$421,103
335 Medication Assisted Treatment Services	2.5 FTEs	55	\$556,568
320 Case Management Services	3.63 FTEs	115	\$371,403
501 Highly Intensive Residential Services (Medically Managed Withdrawal Services)	0.7 Beds	28	\$308,545
310 Prevention Services	5.18 FTEs		\$605,764
	Totals	622	\$2,470,792

FY2020 Exhibit A: Resources and Services

CSB 400 Emergency and Ancillary Services

Highlands Community Services

Part for Form 01

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
00 Emergency Services	11.47 FTEs	580	\$1,360,203
'20 Assessment and Evaluation Services	6.1 FTEs	2015	\$559,583
Totals		2,595	\$1,919,786

Table 2: Board Management Salary Costs

Name of CSB:	Highlands Community Services		FY 2020		Tenure (yrs)
	Table 2a:	FY 2020	Salary Range	Budgeted Tot. Salary Cost	
Management Position Title	Beginning	Ending			
Executive Director				\$131,000.00	0.01

Table 2: Integrated Behavioral and Primary Health Care Questions

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

No

2. If yes, who is the partner?

a federally qualified health center

Name:

a free clinic

Name:

a local health department, or

Name:

another organization

Name:

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

on-site in a CSB program,

on-site at the primary health care provider, or

another site --specify:

4. Where is behavioral health care provided?

on-site in a CSB program,

on-site at the primary health care provider, or

another site --specify:

August 26, 2019

Randall C. Eads, Interim City Manager
300 Lee Street
Bristol, Virginia 24201

Dear Mr. Eads:

The Code of Virginia, section 37.2-508 requires Community Services Boards to submit to the local governments in our service areas for review and approval our performance contract with the Department of Behavioral Health and Developmental Services (DBHDS).

I have attached an electronic copy of our Board's FY2020 Community Services Performance Contract for your review and consideration at the September 10, 2019 Council Meeting.

If you have any questions concerning our performance contract, please feel free to call me.

Sincerely,

Rebecca Holmes
Executive Director

FY 2019 and FY 2020 Community Services Performance Contract: Central Office, State Facility, and Community Services Board Partnership Agreement

Table of Contents	
Section	Page
1	Purpose 1
2	Roles and Responsibilities 2
3	Core Values. 4
4	Indicators Reflecting Core Values 6
5	Advancing the Vision 6
6	Critical Success Factors 7
7	Accountability. 7
8	Involvement and Participation of Individuals Receiving Services 10
9	Communication 11
10	Quality Improvement 11
11	Reviews, Consultation, and Technical Assistance 11
12	Revision 11
13	Relationship to the Community Services Performance Contract 11

Section 1: Purpose

Collaboration through partnerships is the foundation of Virginia’s public system of mental health, developmental, and substance use disorder services. The Central Office of the Department of Behavioral Health and Developmental Services (Department), state hospitals and training centers (state facilities) operated by the Department, and community services boards (CSBs), which are entities of local governments, are the operational partners in Virginia’s public system for providing these services. CSBs include operating CSBs, administrative policy CSBs, and policy-advisory CSBs to local government departments and the behavioral health authority that are established pursuant to Chapters 5 and 6, respectively, of Title 37.2 of the Code of Virginia.

Pursuant to State Board Policy 1034, the partners enter into this agreement to implement the vision statement articulated in State Board Policy 1036 and to improve the quality of care provided to individuals receiving services (individuals) and enhance the quality of their lives. The goal of this agreement is to establish a fully collaborative partnership process through which CSBs, the Central Office, and state facilities can reach agreements on operational and policy matters and issues. In areas where it has specific statutory accountability, responsibility, or authority, the Central Office will make decisions or determinations with the fullest possible participation and involvement by the other partners. In all other areas, the partners will make decisions or determinations jointly. The partners also agree to make decisions and resolve problems at the level closest to the issue or situation whenever possible. Nothing in this partnership agreement nullifies, abridges, or otherwise limits or affects the legal responsibilities or authorities of each partner, nor does this agreement create any new rights or benefits on behalf of any third parties.

The partners share a common desire for the system of care to excel in the delivery and seamless continuity of services for individuals and their families and seek similar collaborations or opportunities for partnerships with advocacy groups for individuals and their families and other system stakeholders. We believe that a collaborative strategic planning process helps to identify the needs of individuals and ensures effective resource allocation and operational decisions that contribute to the continuity and effectiveness of care provided across the public mental health, developmental, and substance use disorder services system. We agree to engage in such a collaborative planning process.

FY 2019 and FY 2020 Community Services Performance Contract: Central Office, State Facility, and Community Services Board Partnership Agreement

The Central Office, state facility, and CSB partnership reflects a common purpose derived from:

1. Codified roles defined in Chapters 3, 4, 5, 6, 7, and 8 of Title 37.2 of the Code of Virginia, hereafter referred to as the Code, as delineated in the community services performance contract;
2. Philosophical agreement on the importance of services and supports that are person-centered and individually focused and other core goals and values contained in this agreement;
3. Operational linkages associated with funding, program planning and assessment, and joint efforts to address challenges to the public system of services; and
4. Quality improvement-focused accountability to individuals receiving services and family members, local and state governments, and the public at large, as described in the accountability section of this partnership agreement.

This partnership agreement also establishes a framework for covering other relationships that may exist among the partners. Examples of these relationships include regional initiatives such as the regional utilization management teams, regional crisis stabilization programs, regional discharge assistance programs, regional local inpatient purchases of services, and REACH programs.

Section 2: Roles and Responsibilities

Although this partnership philosophy helps to ensure positive working relationships, each partner has a unique role in providing public mental health, developmental, and substance use disorder services. These distinct roles promote varying levels of expertise and create opportunities for identifying the most effective mechanisms for planning, delivering, and evaluating services.

Central Office

1. Ensures through distribution of available state and federal funding that an individually focused and community-based system of care, supported by community and state facility resources, exists for the delivery of publicly funded services and supports to individuals with mental health or substance use disorders or developmental disabilities.
2. Promotes at all locations of the public mental health, developmental, and substance use disorder service delivery system (including the Central Office) quality improvement efforts that focus on individual outcome and provider performance measures designed to enhance service quality, accessibility, and availability, and provides assistance to the greatest extent practicable with Department-initiated surveys and data requests.
3. Supports and encourages the maximum involvement and participation of individuals receiving services and family members of individuals receiving services in policy formulation and services planning, delivery, monitoring, and evaluation.
4. Ensures fiscal accountability that is required in applicable provisions of the Code, relevant state and federal regulations, and policies of the State Board.
5. Promotes identification of state-of-the-art, best or promising practice, or evidence-based programming and resources that exist as models for consideration by other partners.
6. Seeks opportunities to affect regulatory, policy, funding, and other decisions made by the Governor, the Secretary of Health and Human Resources, the General Assembly, the Department of Medical Assistance Services and other state agencies, and federal agencies that interact with or affect the other partners.

**FY 2019 and FY 2020 Community Services Performance Contract: Central Office,
State Facility, and Community Services Board Partnership Agreement**

7. Encourages and facilitates state interagency collaboration and cooperation to meet the service needs of individuals and to identify and address statewide interagency issues that affect or support an effective system of care.
8. Serves as the single point of accountability to the Governor and the General Assembly for the public system of mental health, developmental, and substance use disorder services.
9. Problem solves and collaborates with a CSB and state facility together on a complex or difficult situation involving an individual who is receiving services when the CSB and state facility have not been able to resolve the situation successfully at their level.

Community Services Boards

1. Pursuant to § 37.2-500 of the Code and State Board Policy 1035, serve as the single points of entry into the publicly funded system of individually focused and community-based services and supports for individuals with mental health or substance use disorders or developmental disabilities, including individuals with co-occurring disorders in accordance with State Board Policy 1015.
2. Serve as the local points of accountability for the public mental health, developmental, and substance use disorder service delivery system.
3. To the fullest extent that resources allow, promote the delivery of community-based services that address the specific needs of individuals, particularly those with complex needs, with a focus on service quality, accessibility, integration, and availability and on self-determination, empowerment, and recovery.
4. Support and encourage the maximum involvement and participation of individuals receiving services and family members of individuals receiving services in policy formulation and services planning, delivery, monitoring, and evaluation.
5. Establish services and linkages that promote seamless and efficient transitions of individuals between state facility and community services.
6. Promote sharing of program knowledge and skills with other partners to identify models of service delivery that have demonstrated positive outcomes for individuals receiving services.
7. Problem-solve and collaborate with state facilities on complex or difficult situations involving individuals receiving services.
8. Encourage and facilitate local interagency collaboration and cooperation to meet the other services and supports needs, including employment and stable housing, of individuals receiving services.

State Facilities

1. Provide psychiatric hospitalization and other services to individuals identified by CSBs as meeting statutory requirements for admission in § 37.2-817 of the Code and criteria in the Continuity of Care Procedures in the CSB Administrative Requirements, including the development of specific capabilities to meet the needs of individuals with co-occurring mental health and substance use disorders in accordance with State Board Policy 1015.

**FY 2019 and FY 2020 Community Services Performance Contract: Central Office,
State Facility, and Community Services Board Partnership Agreement**

2. Within the resources available, provide residential, training, or habilitation services to individuals with developmental disabilities identified by CSBs as needing those services in a training center and who are certified for admission pursuant to § 37.2-806 of the Code.
3. To the fullest extent that resources allow, provide services that address the specific needs of individuals with a focus on service quality, accessibility, and availability and on self-determination, empowerment, and recovery.
4. Support and encourage the involvement and participation of individuals receiving services and family members of individuals receiving services in policy formulation and services planning, delivery, monitoring, and evaluation.
5. Establish services and linkages that promote seamless and efficient transitions of individuals
6. Promote sharing of program knowledge and skills with other partners to identify models of service delivery that have demonstrated positive outcomes for individuals.
7. Problem-solve and collaborate with CSBs on complex or difficult situations involving individuals receiving services.

Recognizing that these unique roles create distinct visions and perceptions of individual and service needs at each point (statewide, communities, and state facilities) of services planning, management, delivery, and evaluation, partners are committed to maintaining effective lines of communication with each other and with other providers involved in the services system through their participation in regional partnerships generally and for addressing particular challenges or concerns. Mechanisms for communication include representation on work groups, task forces, and committees; use of websites and electronic communication; consultation activities; and circulation of drafts for soliciting input from other partners. When the need for a requirement is identified, the partners agree to use a participatory process, similar to the process used by the Central Office to develop departmental instructions for state facilities, to establish the requirement.

These efforts by the partners will help to ensure that individuals have access to a public, individually focused, person-centered, community-based, and integrated system of mental health, developmental, and substance use disorder services that maximizes available resources, adheres to the most effective, evidence-based, best, or promising service delivery practices, utilizes the extensive expertise that is available within the public system of care, and encourages and supports the self-determination, empowerment, and recovery of individuals receiving services, including the provision of services by them.

Section 3: Core Values

The Central Office, state facilities, and CSBs share a common desire for the public system of care to excel in the delivery and seamless continuity of services to individuals receiving services and their families. While they are interdependent, each partner works independently with both shared and distinct points of accountability, such as state, local, or federal governments, other funding sources, individuals receiving services, and families. The partners embrace common core values that guide the Central Office, state facilities, and CSBs in developing and implementing policies, planning services, making decisions, providing services, and measuring the effectiveness of service delivery.

**FY 2019 and FY 2020 Community Services Performance Contract: Central Office,
State Facility, and Community Services Board Partnership Agreement**

Vision Statement

Our core values are based on our vision, articulated in State Board Policy 1036, for the public mental health, developmental, and substance use disorder services system. Our vision is of a system of quality recovery-oriented services and supports that respects the rights and values of individuals with mental illnesses, intellectual disability, other developmental disabilities who are eligible for or are receiving Medicaid developmental disability waiver services, or substance use disorders, is driven by individuals receiving services, and promotes self-determination, empowerment, recovery, resilience, health and overall wellness, and the highest possible level of participation by individuals receiving services in all aspects of community life, including work, school, family, and other meaningful relationships. This vision also includes the principles of inclusion, participation, and partnership.

Core Values

1. The Central Office, state facilities, and CSBs are working in partnership; we hold each other accountable for adhering to our core values.
2. As partners, we will focus on fostering a culture of responsiveness, finding solutions, accepting responsibility, emphasizing flexibility, and striving for continuous quality improvement.
3. As partners, we will make decisions and resolve problems at the level closest to the issue or situation whenever possible.
4. Services should be provided in the least restrictive and most integrated environment possible. Most integrated environment means a setting that enables individuals with disabilities to interact with persons without disabilities to the fullest extent possible.
5. All services should be designed to be welcoming, accessible, and capable of providing interventions properly matched to the needs of individuals with co-occurring disorders.
6. Community and state facility services are integral components of a seamless public, individual-driven, and community-based system of care.
7. The goal of all components of our public system of care is that the individuals we serve recover, realize their fullest potential, or move to independence from our care.
8. The participation of the individual and, when one is appointed or designated, the individual's authorized representative in treatment planning and service evaluation is necessary and valuable and has a positive effect on service quality and outcomes.
9. The individual's responsibility for and active participation in his or her care and treatment are very important and should be supported and encouraged whenever possible.
10. Individuals receiving services have a right to be free from abuse, neglect, or exploitation and to have their human rights assured and protected.
11. Choice is a critically important aspect of participation and dignity for individuals receiving services, and it contributes to their satisfaction and desirable outcomes. Individuals should be provided as much as possible with responsible and realistic opportunities to choose.
12. Family awareness and education about a person's disability or illness and services are valuable whenever the individual with the disability supports these activities.

FY 2019 and FY 2020 Community Services Performance Contract: Central Office, State Facility, and Community Services Board Partnership Agreement

13. Whenever it is clinically appropriate, children and adolescents should receive services provided in a manner that supports maintenance of their home and family environment. Family includes single parents, grandparents, older siblings, aunts or uncles, and other persons who have accepted the child or adolescent as part of their family.
14. Children and adolescents should be in school and functioning adequately enough that the school can maintain them and provide an education for them.
15. Living in safe, stable, decent, and affordable housing in the community, consistent with State Board Policy 4023 (CSB) 86-24 Housing Supports, with the highest level of independence possible is a desired outcome for adults receiving services.
16. Gaining or maintaining meaningful employment, consistent with State Board Policy 1044 (SYS) 12-1 Employment First, improves the quality of life for adults with mental health or substance use disorders or intellectual disability and is a desired outcome for adults receiving services.
17. Lack of involvement or a reduced level of involvement with the criminal justice system, including court-ordered criminal justice services, improves the quality of life of all individuals.
18. Pursuant to State Board Policy 1038, the public, individually focused, and community-based mental health, developmental, and substance use disorder services system serves as a safety net for individuals, particularly people who are uninsured or under-insured, who do not have access to other service providers or alternatives.

Section 4: Indicators Reflecting Core Values

Nationwide, service providers, funding sources, and regulators have sought instruments and methods to measure system effectiveness. No one system of evaluation is accepted as the method, as perspectives about the system and desired outcomes vary, depending on the unique role (e.g., as an individual receiving services, family member, payer, provider, advocate, or member of the community) that one has within the system.

Simple, cost-effective measures reflecting a limited number of core values or expectations identified by the Central Office, state facilities, and CSBs guide the public system of care in Virginia. Any indicators or measures should reflect the core values listed in the preceding section. The partners agree to identify, prioritize, collect, and utilize these measures as part of the quality assurance systems mentioned in section 6 of this agreement and in the quality improvement plan described in section 6.b of the community services performance contract.

Section 5: Advancing the Vision

The partners agree to engage in activities to advance the achievement of the Vision Statement contained in State Board Policy 1036 and section 3 of this agreement, including these activities.

1. **Recovery:** The partners agree, to the greatest extent possible, to:
 - a. provide more opportunities for individuals receiving services to be involved in decision-making,
 - b. increase recovery-oriented, peer-provided, and consumer-run services,
 - c. educate staff and individuals receiving services about recovery, and

**FY 2019 and FY 2020 Community Services Performance Contract: Central Office,
State Facility, and Community Services Board Partnership Agreement**

- d. assess and increase the recovery orientation of CSBs, the Central Office, and state hospitals.
2. **Integrated Services:** The partners agree to advance the values and principles in the Charter Agreement signed by the CSB and the Central Office and to increase effective screening and assessment of individuals for co-occurring disorders to the greatest extent possible.
 3. **Person-Centered Planning:** The partners agree to promote awareness of the principles of person-centered planning, disseminate and share information about person-centered planning, and participate on work groups focused on implementing person-centered planning.

Section 6: Critical Success Factors

The partners agree to engage in activities that will address the following seven critical success factors. These critical success factors are required to transform the current service system's crisis response orientation to one that provides incentives and rewards for implementing the vision of a recovery and resilience-oriented and person-centered system of services and supports. Successful achievement of these critical success factors will require the support and collective ownership of all system stakeholders.

1. Virginia successfully implements a recovery and resilience-oriented and person-centered system of services and supports.
2. Publicly funded services and supports that meet growing mental health, developmental, and substance use disorder services needs are available and accessible across the Commonwealth.
3. Funding incentives and practices support and sustain quality care focused on individuals receiving services and supports, promote innovation, and assure efficiency and cost-effectiveness.
4. State facility and community infrastructure and technology efficiently and appropriately meet the needs of individuals receiving services and supports.
5. A competent and well-trained mental health, developmental, and substance use disorder services system workforce provides needed services and supports.
6. Effective service delivery and utilization management assures that individuals and their families receive services and supports that are appropriate to their needs.
7. Mental health, developmental, and substance use disorder services and supports meet the highest standards of quality and accountability.

Section 7: Accountability

The Central Office, state facilities, and CSBs agree that it is necessary and important to have a system of accountability. The partners also agree that any successful accountability system requires early detection with faithful, accurate, and complete reporting and review of agreed-upon accountability indicators. The partners further agree that early detection of problems and collaborative efforts to seek resolutions improve accountability. To that end, the partners commit themselves to a problem identification process defined by open sharing of performance concerns and a mutually supportive effort toward problem resolution. Technical assistance, provided in a non-punitive manner designed not to "catch" problems but to resolve them, is a key component in an effective system of accountability.

**FY 2019 and FY 2020 Community Services Performance Contract: Central Office,
State Facility, and Community Services Board Partnership Agreement**

Where possible, joint work groups, representing CSBs, the Central Office, and state facilities, shall review all surveys, measures, or other requirements for relevance, cost benefit, validity, efficiency, and consistency with this statement prior to implementation and on an ongoing basis as requirements change. In areas where it has specific statutory accountability, responsibility, or authority, the Central Office will make decisions or determinations with the fullest possible participation and involvement by the other partners. In all other areas, the partners will make decisions or determinations jointly.

The partners agree that when accreditation or another publicly recognized independent review addresses an accountability issue or requirement, where possible, compliance with this outside review will constitute adherence to the accountability measure or reporting requirement. Where accountability and compliance rely on affirmations, the partners agree to make due diligence efforts to comply fully. The Central Office reserves the powers given to the department to review and audit operations for compliance and veracity and upon cause to take actions necessary to ensure accountability and compliance.

Desirable and Necessary Accountability Areas

1. **Mission of the System.** As part of a mutual process, the partners, with maximum input from stakeholders and individuals receiving services, will define a small number of key missions for the public community and state facility services system and a small number of measures for these missions. State facilities and CSBs will report on these measures at a minimum frequency necessary to determine the level and pattern of performance over several years.
2. **Central Office Accountability.** In addition to internal governmental accountability, the Central Office agrees to support the mission of the public services system by carrying out its functions in accordance with the vision and values articulated in section 3. Accountability for the Central Office will be defined by the fewest necessary measures of key activities that will be reported at a minimum frequency necessary to determine the level and pattern of performance over several years.
3. **State Facility Accountability.** In addition to internal governmental accountability, state facilities agree to support the mission of the public services system by carrying out their functions in accordance with the vision and values articulated in section 3. Accountability for state facilities will be defined by the fewest necessary measures of key activities that will be reported at a minimum frequency necessary to determine the level and pattern of performance over several years.
4. **CSB Accountability.** In addition to internal governmental accountability, CSBs agree to support the mission of the public services system by carrying out their functions in accordance with the vision and values articulated in section 3. Accountability for CSBs will be defined by the fewest necessary measures of key activities that will be reported at a minimum frequency necessary to determine the level and pattern of performance over several years.
5. **Legislative Accountability.** Additional reporting or responses may be required of CSBs, the Central Office, or state facilities by the General Assembly or for a legislative request or study.
6. **Quality Improvement.** CSBs, state facilities, and the Central Office will manage internal quality improvement, quality assurance, and corporate compliance systems to monitor activities, detect and address problems, and minimize risk. These activities require no standardized reporting outside of that contained in law, regulation, or policy. The partners

**FY 2019 and FY 2020 Community Services Performance Contract: Central Office,
State Facility, and Community Services Board Partnership Agreement**

agree to identify and, wherever possible, implement evidence-based best practices and programs to improve the quality of care that they provide. In the critically important area of service integration for individuals with co-occurring disorders, the partners agree to

- a. engage in periodic organizational self-assessment using identified tools,
- b. develop a work plan that prioritizes quality improvement opportunities in this area,
- c. monitor progress in these areas on a regular basis, and
- d. adjust the work plan as appropriate.

7. **Fiscal.** Funds awarded or transferred by one partner to another for a specific identified purpose should have sufficient means of accountability to ensure that expenditures of funds were for the purposes identified. The main indicators for this accountability include an annual CPA audit by an independent auditing firm or an audit by the Auditor of Public Accounts and reports from the recipient of the funds that display the amounts of expenditures and revenues, the purposes for which the expenditures were made and, where necessary, the types and amounts of services provided. The frequency and detail of this reporting shall reflect the minimum necessary.
8. **Compliance with Departmental Regulatory Requirements for Service Delivery.** In general, regulations ensure that entities operate within the scope of acceptable practice. The system of department licensing, in which a licensed entity demonstrates compliance by policy, procedure, or practice with regulatory requirements for service delivery, is a key accountability mechanism. Where a service is not subject to state licensing, the partners may define minimum standards of acceptable practice. Where CSBs obtain nationally recognized accreditation covering services for which the department requires a license, the department, to the degree practical and with the fullest possible participation and involvement by the other partners, will consider substituting the accreditation in whole or in part for the application of specific licensing standards.
9. **Compliance with Federal and Non-Department Standards and Requirements.** In areas where it has specific statutory accountability, responsibility, or authority, the Central Office will make decisions or determinations with the fullest possible participation and involvement by the other partners. In all other areas, the partners will make decisions or determinations jointly. The Central Office agrees to identify the minimum documentation needed from the other partners to indicate their compliance with applicable federal and non-departmental standards and requirements. Where possible, this documentation shall include affirmations by CSBs or state facilities in lieu of direct documentation. The partners shall define jointly the least intrusive and least costly compliance strategies, as necessary.
10. **Compliance with Department-Determined Requirements.** In areas where it has specific statutory accountability, responsibility, or authority, the Central Office will make decisions or determinations with the fullest possible participation and involvement by the other partners. In all other areas, the partners will make decisions or determinations jointly. The Central Office agrees to define the minimum compliance system necessary to ensure that CSBs and state facilities perform due diligence in regard to requirements established by the Central Office and that this definition will include only the minimum necessary to meet the intent of the state law or State Board policy for which the requirement is created. Where equivalent local government standards are in place, compliance with the local standards shall be acceptable.

**FY 2019 and FY 2020 Community Services Performance Contract: Central Office,
State Facility, and Community Services Board Partnership Agreement**

11. **Medicaid Requirements.** The Central Office agrees to work proactively with the Department of Medical Assistance Services (DMAS) to create an effective system of accountability that will ensure services paid for by the DMAS meet minimum standards for quality care and for the defined benefit. The Central Office, and CSBs to the fullest extent possible, will endeavor to assist the DMAS in regulatory and compliance simplification in order to focus accountability on the key and most important elements.
12. **Maximizing State and Federal Funding Resources.** The partners agree to collect and utilize available revenues from all appropriate sources to pay for services in order to extend the use of state and federal funds as much as possible to serve the greatest number of individuals in need of services. Sources include Medicaid cost-based, fee-for service, Targeted Case Management, Rehabilitation (State Plan Option), and ID Waiver payments; other third party payers; auxiliary grants; food stamps; SSI, SSDI, and direct payments from individuals; payments or contributions of other resources from other agencies such as local social services or health departments; and other state or local funding sources.
13. **Information for Decision-Making.** The partners agree to work collaboratively to
 - a. improve the accuracy, timeliness, and usefulness of data provided to funding sources and stakeholders;
 - b. enhance infrastructure and support for information technology systems and staffing; and
 - c. use this information in their decision-making about resources, services, policies, and procedures and to communicate more effectively with funding sources and stakeholders about the activities of the public services system and its impact on individuals receiving services and their families.

Section 8: Involvement and Participation of Individuals Receiving Services and Their Family Members

1. **Involvement and Participation of Individuals Receiving Services and Their Family Members:** CSBs, state facilities, and the Central Office agree to take all necessary and appropriate actions in accordance with State Board Policy 1040 to actively involve and support the maximum participation of individuals receiving services and their family members in policy formulation and services planning, delivery, monitoring, and evaluation.
2. **Involvement in Individualized Services Planning and Delivery by Individuals Receiving Services and Their Family Members:** CSBs and state facilities agree to involve individuals receiving services and, with the consent of individuals where applicable, family members, authorized representatives, and significant others in their care, including the maximum degree of participation in individualized services planning and treatment decisions and activities, unless their involvement is not clinically appropriate.
3. **Language:** CSBs and state facilities agree that they will endeavor to deliver services in a manner that is understood by individuals receiving services. This involves communicating orally and in writing in the preferred languages of individuals, including Braille and American Sign Language when applicable, and at appropriate reading comprehension levels.
4. **Culturally Competent Services:** CSBs and state facilities agree that in delivering services they will endeavor to address to a reasonable extent the cultural and linguistic characteristics of the geographic areas and populations that they serve.

**FY 2019 and FY 2020 Community Services Performance Contract: Central Office,
State Facility, and Community Services Board Partnership Agreement**

Section 9: Communication. CSBs, state facilities, and the Central Office agree to communicate fully with each other to the greatest extent possible. Each partner agrees to respond in a timely manner to requests for information from other partners, considering the type, amount, and availability of the information requested.

Section 10: Quality Improvement. On an ongoing basis, the partners agree to work together to identify and resolve barriers and policy and procedural issues that interfere with the most effective and efficient delivery of public mental health, developmental, and substance use disorder services.

Section 11: Reviews, Consultation, and Technical Assistance. CSBs, state facilities, and the Central Office agree, within the constraints of available resources, to participate in review, consultation, and technical assistance activities to improve the quality of services provided to individuals and to enhance the effectiveness and efficiency of their operations.

Section 12: Revision. This is a long-term agreement that should not need to be revised or amended annually. However, the partners agree that this agreement may be revised at any time with the mutual consent of the parties. When revisions become necessary, they will be developed and coordinated through the System Leadership Council. Finally, either party may terminate this agreement with six months written notice to the other party and to the System Leadership Council.

Section 13: Relationship to the Community Services Performance Contract. This partnership agreement by agreement of the parties is hereby incorporated into and made a part of the current community services performance contract by reference.



August 2, 2019

Tiffany Ford, Director
Office of Management Services
Department of Behavioral Health and Developmental Services
P.O. Box 1797
Richmond, VA 23218-1797

Dear Ms. Ford:

Enclosed please find the required pages from Highlands Community Services' FY2020 Performance Contract. If you have questions or need additional information please contact Kathy Simpson, CFO at 276-525-1590 or ksimpson@highlandscsb.org.

Thank you for your continued support and assistance.

Sincerely,

A handwritten signature in black ink that reads "Rebecca D. Holmes".

Rebecca D. Holmes, LPC, CSAC
Executive Director

Enclosures

pc: Kathy Simpson, CFO

criminal justice system and into community based treatment. A narrative explanation and revised budget worksheet will be submitted to DBHDS when such requests are made.

- 14. The CSB understands that the State Mental Health General Funds are considered restricted and shall not be used for any purpose other than the services it was funded to provide for the entire life of the funds.
- 15. The CSB shall demonstrably maintain and/or enhance the incorporation of evidence based and best practices in the organizational, treatment and policy development aspects of their programs. Such practices include the use of validated clinical screening and assessment instruments, validated criminogenic risk and needs assessments, and evidence based treatment approaches for the population being served.
- 16. The CSB agrees that it shall reasonably comply with the all the terms of this agreement in order to continue to receive funds for these programs. Failure to demonstrate reasonable compliance shall subject the programs to the withholding or termination of funds.

C. **Indemnification:** The CSB agrees that if it does not fully implement this project as approved or as subsequently modified by agreement of the parties by July 1, 2019, the Department shall be able to recover part or all of the \$1,143,682 disbursed pursuant to section A.1.

D. **Conflicts:** In the event of any conflict between provisions in this exhibit and in the contract body, the provisions of this exhibit will control.

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

Virginia Department of Behavioral Health and Developmental Services

By: _____
Name: S. Hughes Melton, M.D., MBA,
FAAP, FABAM
Title: Commissioner

Date: _____

Highlands Community Service Board

By:  _____
Name: Emily Lee
Title: Chairperson

Date:  _____

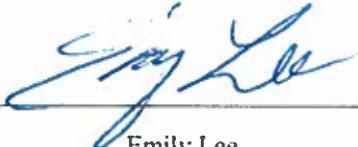
By: Rebecca D. Holmes, LPC, CSAC
Title: Executive Director

Partners of Highlands CSB: Highlands, Cumberland Mountain, Mount Rogers, Dickenson, and Planning District One CSBs and the Southwestern Virginia Regional Jail

Virginia Department of Behavioral
Health and Developmental Services

CSB

By: _____
Name: S. Hughes Melton, MD, MBA
FAAFP, FABAM
Title: Commissioner
Date: _____

By: 
Name: Emily Lee
Title: CSB Chairperson
Date: 7/30/2019

By: Rebecca D. Holmes, LPC, CSAC
Name: Rebecca D. Holmes
Title: CSB Executive Director
Date: 7.25.2019

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

The last five measures are defined in Appendix II of CCS 3 Extract Specifications Version 7.5.

VII. Access to Substance Abuse Services for Pregnant Women

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

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

Highlands

 CSB

By: <u></u> Name: <u>Emily Lee</u> Title: <u>CSB Chairperson</u> Date: <u>7/30/2019</u>	By: <u></u> Name: <u>Rebecca D. Holmes, LPC, CSAC</u> Title: <u>CSB Executive Director</u> Date: <u>7.25.2019</u>
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Exhibit F: Federal Compliances

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

Check One

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

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

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

Assurances Regarding Equal Treatment for Faith-Based Organizations

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

Assurances Regarding Restrictions on the Use of Federal Block Grant Funds

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

1. provide mental health or substance abuse inpatient services¹;
2. make cash payments to intended or actual recipients of services;
3. purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
4. satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds;
5. provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs;
6. provide financial assistance to any entity other than a public or nonprofit private entity; or
7. provide treatment services in penal or correctional institutions of the state.

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

[Source: 45 CFR § 96.135]


Signature of CSB Executive Director

7.25.2019
Date

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

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

[Source: 45 CFR § 96.135]

Exhibit G: Local Contact for Disbursement of Funds

1. Name of the CSB: Highlands
2. City or County designated
as the CSB's Fiscal Agent: Washington County

If the CSB is an operating CSB and has been authorized by the governing body of each city or county that established it to receive state and federal funds directly from the Department and act as its own fiscal agent pursuant to Subsection A.18 of § 37.2-504 of the Code, do not complete items 3 and 4 below.

3. Name of the Fiscal Agent's City Manager or County Administrator or Executive:
Name: _____ Title: _____
4. Name of the Fiscal Agent's County or City Treasurer or Director of Finance:
Name: _____ Title: _____
5. Name, title, and address of the Fiscal Agent official or the name and address of the CSB if it acts as its own fiscal agent to whom checks should be electronically transmitted:

Name: Highlands Community Services Title: _____

Address: 610 Campus Drive
Abingdon VA 24210

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

FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT
RENEWAL AND REVISIONS

Table of Contents

- 1. Contract Purpose..... 4
- 2. Relationship 4
- 3. Contract Term..... 5
- 4. Scope of Services..... 5
 - a. Services..... 5
 - b. Populations Served 5
 - c. Expenses for Services 5
 - d. Continuity of Care 5
 - e. Coordination of Developmental Disability Waiver Services..... 6
 - f. Intensive Care Coordination for the Comprehensive Services Act 6
 - g. Linkages with Health Care..... 6
 - h. Medical Screening and Medical Assessment..... 7
 - i. Coordination with Local Psychiatric Hospitals 7
 - j. Targeted Case Management Services 7
 - k. Choice of Case Managers 7
 - l. Access to Services 7
 - m. Virginia Psychiatric Bed Registry 8
 - n. Preadmission Screening..... 8
 - o. Discharge Planning 8
 - p. Retention in Services 8
 - q. Department of Justice Settlement Agreement Requirements..... 8
 - r. Emergency Services Availability..... 12
 - s. Preadmission Screening Evaluations 13
 - t. Certification of Preadmission Screening Clinicians 13
 - u. Developmental Case Management Services..... 14
 - v. PACT Services..... 15
 - w. Crisis Intervention Team (CIT) Services..... 16
 - x. Permanent Supportive Housing (PSH) 16
 - y. Same Day Access (SDA) 17
 - z. Family Wellness Initiative..... 17
- 5. Resources..... 18
 - a. Allocations of State General and Federal Funds..... 19
 - b. Disbursement of State or Federal Funds..... 19
 - c. Conditions on the Use of Resources 19
- 6. CSB Responsibilities 19
 - a. State Hospital Bed Utilization 19

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

b.	Quality of Care.....	19
c.	Reporting Requirements	23
d.	Data Quality.....	25
c.	Providing Information.....	25
f.	Compliance Requirements.....	25
g.	Regional Programs.....	26
h.	Electronic Health Record.....	26
i.	Reviews.....	26
j.	Consideration of Department Comments or Recommendations.....	26
7.	Department Responsibilities	26
a.	Funding.....	26
b.	State Facility Services.....	26
c.	Quality of Care.....	27
d.	Reporting Requirements	28
e.	Data Quality.....	29
f.	Compliance Requirements.....	29
g.	Communication.....	30
h.	Regional Programs.....	30
i.	Peer Review Process.....	31
j.	Electronic Health Record.....	31
k.	Reviews.....	31
l.	Department Comments or Recommendations on CSB Operations or Performance.....	31
8.	Subcontracting	31
a.	Subcontracts.....	32
b.	Subcontractor Compliance.....	32
c.	Subcontractor Dispute Resolution	32
d.	Quality Improvement Activities	32
9.	Terms and Conditions.....	32
a.	Availability of Funds	32
b.	Compliance	32
c.	Disputes	33
d.	Remediation Process.....	33
e.	Termination.....	33
f.	Dispute Resolution Process.....	34
g.	Contract Amendment.....	35
h.	Liability.....	35
i.	Constitution of the CSB.....	35

FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT
RENEWAL AND REVISIONS

- j. Severability 35
- 10. Signatures..... 35
- Exhibit A: Resources and Services 37
- Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures 53
- Exhibit C: Regional Discharge Assistance Program (RDAP) Requirements 57
- Exhibit D: Individual CSB Performance Measures 59
- Exhibit E: Performance Contract Process..... 60
- Exhibit F: Federal Compliances 66
- Exhibit G: Local Contact for Disbursement of Funds **Error! Bookmark not defined.**
- Exhibit H: Regional Local Inpatient Purchase of Services (LIPOS) Requirements 69
- Exhibit I: Administrative Performance Requirements..... 70
- Exhibit J: Other CSB Accountability Requirements..... 73
- Exhibit K: State Hospital Census Management Admission and Discharge Requirements 82
- Exhibit L: Alphabetical Listing of Documents Referenced in the Performance Contract With Internet Links .. 87

1. Contract Purpose

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

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

Sections 37.2-500 through 37.2-512 of the Code require cities and counties to establish community services boards for the purpose of providing local public mental health, developmental, and substance use disorder services; §§ 37.2-600 through 37.2-615 authorize certain cities or counties to establish behavioral health authorities that plan and provide those same local public services. This contract refers to the community services board, local government department with a policy-advisory community services board, or behavioral health authority named in section 10 as the CSB. Section 37.2-500 or 37.2-601 of the Code requires the CSB to function as the single point of entry into publicly funded mental health, developmental, and substance use disorder services. The CSB fulfills this function for any person who is located in the CSB’s service area and needs mental health, developmental, or substance use disorder services.

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

The CSB Administrative Requirements document is incorporated into and made a part of this contract by reference; it includes or incorporates by reference ongoing statutory, regulatory, policy, and other requirements that are not contained in this contract. The CSB shall comply with all provisions and requirements in that document. If there is a conflict between provisions in that document and this contract, the language in this contract shall prevail. The document is available at the Internet link in Exhibit L.

2. Relationship

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

3. Contract Term

Both parties mutually agree to the renewal and revisions of the FY 2019 and FY 2020 Performance Contract and Exhibits A, E, and J. This contract shall be in effect for a term of one year, commencing on July 1, 2019 and ending on June 30, 2020.

4. Scope of Services

a. Services

Exhibit A of this contract includes all mental health, developmental, and substance use disorder services provided or contracted by the CSB that are supported by the resources described in section 5 of this contract. Services and certain terms used in this contract are defined in the current Core Services Taxonomy, which is incorporated into and made a part of this contract by reference and is available at the Internet link in Exhibit L.

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 core services if the service is funded with more than 30 percent of state or federal funds or both. The CSB shall provide sufficient information to the Office of Management Services (OMS) in the Department for its review and approval of the change, and the CSB shall receive the Department's approval before implementing the new service or stopping the existing service. Pursuant to 12VAC35-105-60 of the *Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services*, available at the Internet link in Exhibit L, the CSB shall not modify a licensed service without submitting a modification notice to the Office of Licensing in the Department at least 45 days in advance of the proposed modification.

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.

The CSB shall comply with the requirements in Appendix H for Regional Local Inpatient Purchase of Services (LIPOS) funds.

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. Expenses for Services

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

d. Continuity of Care

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

e. Coordination of Developmental Disability Waiver Services

The CSB shall provide case management, also referred to as support coordination, services directly or through contracts to all individuals who are receiving services under Medicaid Developmental Disability Home and Community-Based Waivers (DD Waivers). In its capacity as the case manager for these individuals and in order to receive payment for services from the Department of Medical Assistance Services (DMAS), the CSB shall coordinate the development of service authorization requests for DD Waiver services and submit them to the Department for authorization, pursuant to the current DMAS/Department Interagency Agreement, under which the Department authorizes waiver services as a delegated function from the DMAS. As part of its specific case management responsibilities for individuals receiving DD Waiver services, the CSB shall coordinate and monitor the delivery of all services to individuals it serves, including monitoring the receipt of services in an individual's individual support plan (ISP) that are delivered by independent providers who are reimbursed directly by the DMAS, to the extent that the CSB is not prohibited from doing so by such providers (refer to the DMAS policy manuals for the DD Waivers). The CSB shall raise issues regarding its efforts to coordinate and monitor services provided by independent vendors to the applicable funding or licensing authority, such as the Department, DMAS, or Virginia Department of Social Services. In fulfilling this service coordination responsibility, the CSB shall not restrict or seek to influence an individual's choice among qualified service providers. This section does not, nor shall it be construed to, make the CSB legally liable for the actions of independent providers of DD Waiver services.

f. Intensive Care Coordination for the Comprehensive Services Act

As the single point of entry into publicly funded mental health, developmental, and substance use disorder services pursuant to § 37.2-500 of the Code and as the exclusive provider of Medicaid rehabilitative mental health and developmental case management services and with sole responsibility for targeted DD case management services, the CSB is the most appropriate provider of intensive care coordination (ICC) services through the Children's Services Act (CSA), § 2.2-5200 et seq. of the Code. The CSB and the local community policy and management team (CPMT) in its service area shall determine collaboratively the most appropriate and cost-effective provider of ICC services for children who are placed in or are at risk of being placed in residential care through the CSA program in accordance with guidelines developed by the State Executive Council and shall develop a local plan for ICC services that best meets the needs of those children and their families. If there is more than one CPMT in the CSB's service area, the CPMTs and the CSB may work together as a region to develop a plan for ICC services.

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

g. Linkages with Health Care

When it arranges for the care and treatment of individuals in hospitals, inpatient psychiatric facilities, or psychiatric units of hospitals, the CSB shall assure its staff's cooperation with those hospitals, inpatient psychiatric facilities, or psychiatric units of hospitals, especially emergency rooms and emergency room physicians, to promote continuity of care for those individuals.

Pursuant to subdivision A.4 of § 37.2-505, the CSB shall provide information using a template provided by the Department about its substance use disorder services for minors to all hospitals in its service area that are licensed pursuant to Article 1 of Chapter 5 of Title 32.1.

h. Medical Screening and Medical Assessment

When it arranges for the treatment of individuals in state hospitals or local inpatient psychiatric facilities or psychiatric units of hospitals, the CSB shall assure that its staff follows the current Medical Screening and Medical Assessment Guidance Materials, available at the Internet link in Exhibit L. The CSB staff shall coordinate care with emergency rooms, emergency room physicians, and other health and behavioral health providers to ensure the provision of timely and effective medical screening and medical assessment to promote the health and safety of and continuity of care for individuals receiving services.

i. Coordination with Local Psychiatric Hospitals

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

j. Targeted Case Management Services

In accordance with the Community Mental Health Rehabilitative Services manual and the policy manuals for the DD Waivers issued by the DMAS, the CSB shall be the only provider of rehabilitative mental health case management services and shall have sole responsibility for targeted DD case management services, whether the CSB provides them directly or subcontracts them from another provider.

k. Choice of Case Managers

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

l. Access to Services

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

m. Virginia Psychiatric Bed Registry

The CSB shall participate in and utilize the Virginia Psychiatric Bed Registry required by § 37.2-308.1 of the Code to access local or state hospital psychiatric beds or residential crisis stabilization beds whenever necessary to comply with requirements in § 37.2-809 of the Code that govern the temporary detention process. If the CSB operates residential crisis stabilization services, it shall update information about bed availability included in the registry whenever there is a change in bed availability for the facility or, if no change in bed availability has occurred, at least daily.

n. Preadmission Screening

The CSB shall provide preadmission screening services pursuant to § 37.2-505 or § 37.2-606, § 37.2-805, § 37.2-809 through § 37.2-813, § 37.2-814, and § 16.1-335 et seq. of the Code and in accordance with the Continuity of Care Procedures in Appendix A of the CSB Administrative Requirements for any person who is located in the CSB's service area and may need admission for involuntary psychiatric treatment. The CSB shall ensure that persons it designates as preadmission screening clinicians meet the qualifications established by the Department per section 4.h and have received required training provided by the Department.

o. Discharge Planning

The CSB shall provide discharge planning pursuant to § 37.2-505 or § 37.2-606 of the Code and in accordance with State Board Policies 1035 and 1036, the Continuity of Care Procedures, Exhibit K of this contract, and the current *Collaborative Discharge Protocols for Community Services Boards and State Hospitals Adult & Geriatric or Child & Adolescent* and the *Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities* issued by the Department that are incorporated into and made a part of this contract by reference. The protocols and State Board policies are available at the Internet links in Exhibit L. The CSB shall monitor the state hospital extraordinary barriers to discharge list and strive to achieve community placements for individuals on the list for whom it is the case management CSB as soon as possible.

p. Retention in Services

The CSB shall attempt to contact and re-engage any individual who (i) was admitted to the mental health or substance use disorder services program area, (ii) has not received any mental health or substance use disorder service within 100 days since the last service he or she received, and (iii) has not been discharged. The CSB may attempt to contact and re-engage an individual sooner than 100 days. If it cannot contact or re-engage the individual within 30 days from the end of the 100-day period, the CSB shall discharge the individual and report the discharge using a Community Consumer Submission 3 (CCS 3) type of care record with a through date of the date of the last service she or he received. The CSB may discharge an individual sooner than this if discharge is clinically or administratively appropriate, for example if the individual moves out of the service area, terminates services, or dies.

q. Department of Justice Settlement Agreement Requirements

The CSB agrees to comply with the following requirements in the Settlement Agreement for Civil Action No: 3:12cv00059-JAG between the U.S. Department of Justice (DOJ) and the Commonwealth of Virginia, entered in the U. S. District Court for the Eastern District of Virginia on August 23, 2012 [section IX.A, p. 36] and available at the Internet link in Exhibit L. Sections identified in text or brackets refer to sections in the Agreement. Requirements apply to the target population in section III.B: individuals with developmental disabilities who currently reside in training centers, (ii) meet criteria for the DD Waiver waiting list, (iii) reside in a nursing home or an intermediate care facility (ICF), or (iv) receive DD Waiver services.

1.) Case management services, defined in section III.C.5.b, shall be provided to all individuals receiving Medicaid Home and Community-Based Waiver services under the Agreement by case managers or support coordinators who are not directly providing or supervising the provision of Waiver services to those individuals [section III.C.5.c, p. 8].

2.) For individuals receiving case management services pursuant to the Agreement, the individual's case manager or support coordinator shall meet with the individual face-to-face on a regular basis and shall conduct regular visits to the individual's residence, as dictated by the individual's needs [section V.F.1, page 26]. At these face-to-face meetings, the case manager or support coordinator shall: observe the individual and the individual's environment to assess for previously unidentified risks, injuries, needs, or other changes in status; assess the status of previously identified risks, injuries, needs, or other changes in status; assess whether the individual's individual support plan (ISP) is being implemented appropriately and remains appropriate for the individual; and ascertain whether supports and services are being implemented consistent with the individual's strengths and preferences and in the most integrated setting appropriate to the individual's needs. The case manager or support coordinator shall document in the ISP the performance of these observations and assessments and any findings, including any changes in status or significant events that have occurred since the last face-to-face meeting. If any of these observations or assessments identifies an unidentified or inadequately addressed risk, injury, need, or change in status, a deficiency in the individual's support plan or its implementation, or a discrepancy between the implementation of supports and services and the individual's strengths and preferences, then the case manager or support coordinator shall document the issue, convene the individual's service planning team to address it, and document its resolution.

3.) Using a process developed jointly by the Department and Virginia Association of Community Services Boards (VACSB) Data Management Committee, the CSB shall report the number, type, and frequency of case manager or support coordinator contacts with individuals receiving case management services [section V.F.4, p. 27].

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

5.) The individual's case manager or support coordinator shall meet with the individual face-to-face at least every 30 days, and at least one such visit every two months must be in the individual's place of residence, for any individuals who [section V.F.3, pages 26 and 27]:

- a.) Receive services from providers having conditional or provisional licenses;
- b.) Have more intensive behavioral or medical needs as defined by the Supports Intensity Scale category representing the highest level of risk to individuals
- c.) Have an interruption of service greater than 30 days;
- d.) Encounter the crisis system for a serious crisis or for multiple less serious crises within a three-month period;
- e.) Have transitioned from a training center within the previous 12 months; or
- f.) Reside in congregate settings of five or more individuals.

Refer to Enhanced Case Management Criteria Instructions and Guidance issued by the Department, available at the Internet link in Exhibit L, for additional information.

6.) Case managers or support coordinators shall give individuals a choice of service providers from which they may receive approved DD Waiver services, present all options of service

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

providers based on the preferences of the individuals, including CSB and non-CSB providers, and document this using the Virginia Informed Choice Form in the waiver management system (WaMS) application. [section III.C.5.c, p. 8].

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

- a.) at enrollment in a DD Waiver,
- b.) when there is a request for a change in Waiver service provider(s),
- c.) when an individual is dissatisfied with a current Waiver service provider,
- d.) when a new service is requested,
- e.) when an individual wants to move to a new location, or
- f.) when a regional support team referral is made as required by the Virginia Informed Choice Form.

8.) CSB emergency services shall be available 24 hours per day and seven days per week, staffed with clinical professionals who shall be able to assess crises by phone, assist callers in identifying and connecting with local services, and, where necessary, dispatch at least one mobile crisis team member adequately trained to address the crisis [section III.C.6.b.i.A, p. 9]. This requirement shall be met through the Regional Education Assessment Crisis Services Habilitation (REACH) program that is staffed 24 hours per day and seven days per week by qualified persons able to assess and assist individuals and their families during crisis situations and has mobile crisis teams to address crisis situations and offer services and support on site to individuals and their families within one hour in urban areas and two hours in rural areas as measured by the average annual response time [section III.C.6.b.ii, pages 9 and 10]. Emergency services staff shall receive consistent training from the Department on the REACH crisis response system.

CSB emergency services shall notify the REACH program of any individual suspected of having a developmental disability who is experiencing a crisis and seeking emergency services as soon as possible, preferably at the onset of a preadmission screening evaluation. When possible, this would allow REACH and emergency services to appropriately divert the individual from admission to psychiatric inpatient services when possible. If the CSB has an individual receiving services in the REACH program with no plan for placement and a length of stay that will soon exceed 30 concurrent days, the CSB Executive Director or his or her designee shall provide a weekly update describing efforts to achieve an appropriate disposition for the individual to the Director of Community Support Services in the Department's Division of Developmental Services.

9.) Comply with State Board Policy 1044 (SYS) 12-1 Employment First, available at the Internet link in Exhibit L [section III.C.7.b, p. 11]. This policy supports identifying community-based employment in integrated work settings as the first and priority service option offered by case managers or support coordinators to individuals receiving day support or employment services.

10.) CSB case managers or support coordinators shall liaise with the Department's regional community resource consultants in their regions [section III.E.1, p. 14].

11.) Case managers or support coordinators shall participate in discharge planning with individuals' personal support teams (PSTs) for individuals in training centers for whom the

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

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

13.) CSB case managers or support coordinators and PSTs shall coordinate with specific types of community providers identified in discharge plans as providing appropriate community-based services for individuals to provide individuals, their families, and, where applicable, their authorized representatives with opportunities to speak with those providers, visit community placements (including, where feasible, for overnight visits) and programs, and facilitate conversations and meetings with individuals currently living in the community and their families before being asked to make choices regarding options [section IV.B.9.b, p. 17].

14.) CSB case managers or support coordinators and PSTs shall assist individuals and, where applicable, their authorized representatives in choosing providers after providing the opportunities described in subsection 13 above and ensure that providers are timely identified and engaged in preparing for individuals' transitions [section IV.B.9.c, p.17].

15.) Case managers or support coordinators shall provide information to the Department about barriers to discharge for aggregation and analysis by the Department for ongoing quality improvement, discharge planning, and development of community-based services [IV.B.14, p. 19].

16.) In coordination with the Department's Post Move Monitor, the CSB shall conduct post-move monitoring visits within 30, 60, and 90 days following an individual's movement from a training center to a community setting [section IV.C.3, p.19]. The CSB shall provide information obtained in these post move monitoring visits to the Department within seven business days after the visit.

17.) If it provides day support or residential services to individuals in the target population, the CSB shall implement risk management and quality improvement processes, including establishment of uniform risk triggers and thresholds that enable it to adequately address harms and risks of harms, including any physical injury, whether caused by abuse, neglect, or accidental causes [section V.C.1, p. 22].

18.) Using the protocol and the real-time, web-based incident reporting system implemented by the Department, the CSB shall report any suspected or alleged incidents of abuse or neglect as defined in § 37.2-100 of the Code, serious injuries as defined in 12 VAC 35- 115-30 of the *Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services*, available at the Internet link in Exhibit L, or deaths to the Department within 24 hours of becoming aware of them [section V.C.2, p. 22].

19.) Participate with the Department to collect and analyze reliable data about individuals receiving services under this Agreement from each of the following areas:

- a.) safety and freedom from harm,
- b.) physical, mental, and behavioral health and well-being,
- c.) choice and self-determination,
- d.) community inclusion,
- e.) access to services,

FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT
RENEWAL AND REVISIONS

- c.) avoiding crises,
- d.) stability,

- h.) provider capacity
[section V.D.3, pgs. 24 & 25].

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

21.) Provide access to and assist the Independent Reviewer to assess compliance with this Agreement. The Independent Reviewer shall exercise his access in a manner that is reasonable and not unduly burdensome to the operation of the CSB and that has minimal impact on programs or services being provided to individuals receiving services under the Agreement [section VI.H, p. 30 and 31].

22.) Participate with the Department and its third party vendors in the implementation of the National Core Indicators (NCI) Surveys and Quality Service Reviews (QSRs) for selected individuals receiving services under the Agreement. This includes informing individuals and authorized representatives about their selection for participation in the NCI individual surveys or QSRs; providing the access and information requested by the vendor, including health records, in a timely manner; assisting with any individual specific follow up activities; and completing NCI surveys [section V.I, p. 28].

23.) The CSB shall notify the community resource consultant (CRC) and regional support team (RST) in the following circumstances to enable the RST to monitor, track, and trend community integration and challenges that require further system development:

- a.) within five calendar days of an individual being presented with any of the following residential options: an ICF, a nursing facility, a training center, or a group home with a licensed capacity of five beds or more;

- b.) if the CSB is having difficulty finding services within 30 calendar days after the individual's enrollment in the waiver; or

- c.) immediately when an individual is displaced from his or her residential placement for a second time
[sections III.D.6 and III.E, p. 14].

24.) Case managers or support coordinators shall collaborate with the CRC to ensure that person-centered planning and placement in the most integrated setting appropriate to the individual's needs and consistent with his or her informed choice occur [section III.E.1- 3, p. 14].

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

r. Emergency Services Availability

The CSB shall have at least one local telephone number, and where appropriate one toll-free number, for emergency services telephone calls that is available to the public 24 hours per day and seven days per week throughout its service area. The number(s) shall provide immediate access to a qualified emergency services staff member. Immediate access means as soon as possible and within no more than 15 minutes. If the CSB uses an answering service to fulfill this requirement, the service must be able to contact a qualified CSB emergency services staff immediately to alert the staff member that a crisis call has been received. Using (1) an answering service with no immediate transfer to a qualified CSB emergency services staff, (2) the CSB's main telephone number that routes callers to a voice mail menu, (3) 911, or (4) the local sheriff's or police

department's phone number does not satisfy this requirement. The CSB shall disseminate the phone number(s) widely throughout the service area, including local telephone books and appropriate local government and public service web sites, and the CSB shall display the number(s) prominently on the main page of its web site. The CSB shall implement procedures for handling emergency services telephone calls that ensure adequate emergency services staff coverage, particularly after business hours, so that qualified staff responds immediately to calls for emergency services, and the procedures shall include coordination and referral to the REACH program for individuals with developmental disabilities. The CSB shall provide the procedures for handling emergency services calls to the Department upon request.

s. Preadmission Screening Evaluations

- 1.) The purpose of preadmission screening evaluations is to determine whether the person meets the criteria for temporary detention pursuant to Article 16 of Chapter 11 of Title 16.1, Chapters 11 and 11.1 of Title 19.2, and Chapter 8 of Title 37.2 in the Code and to assess the need for hospitalization or treatment. Certified preadmission screening clinicians shall perform the evaluations. Preadmission screening evaluations are highly variable and individualized crisis assessments with clinical requirements that will vary based on the nature of the clinical presentation. However, the CSB shall ensure that all preadmission screening evaluations conducted by its staff include at a minimum:
 - a.) A review of past clinical and treatment information if available;
 - b.) Pertinent information from the clinical interview and collateral contacts or documentation of why this information was unavailable at the time of the evaluation;
 - c.) A documented risk assessment that includes an evaluation of the likelihood that, as a result of mental illness, the person will, in the near future, cause serious physical harm to himself or others as evidenced by recent behavior causing, attempting, or threatening harm and other relevant information, if any;
 - d.) Thorough and detailed documentation of the clinical disposition and rationale for it; e.) Documentation of all hospitals contacted, including state hospitals;
 - f.) Documentation of contact with the staff's supervisor and CSB leadership about the evaluation when necessary and within 60 minutes once an ECO has expired without locating an appropriate bed; and
 - g.) Documentation of contact with the REACH program for all individuals presenting with a DD diagnosis or a co-occurring DD diagnosis.
- 2.) Preadmission screening reports required by § 37.2-816 of the Code shall comply with requirements in that section and shall state:
 - a.) whether the person has a mental illness, and whether there exists a substantial likelihood that, as a result of mental illness, the person will, in the near future, cause serious physical harm to himself or others as evidenced by recent behavior causing, attempting, or threatening harm and other relevant information, if any, or suffer serious harm due to his lack of capacity to protect himself from harm or provide for his basic human needs;
 - b.) whether the person is in need of involuntary inpatient treatment;
 - c.) whether there is no less restrictive alternative to inpatient treatment; and
 - d.) the recommendations for that person's placement, care, and treatment including, where appropriate, recommendations for mandatory outpatient treatment.

t. Certification of Preadmission Screening Clinicians

The CSB and Department prioritize having emergency custody order or preadmission screening evaluations performed pursuant to Article 16 of Chapter 11 of Title 16.1, Chapters 11 and 11.1 of Title 19.2, and Chapter 8 of Title 37.2 in the Code provided by the most qualified, knowledgeable, and experienced CSB staff. These evaluations are face-to-face clinical evaluations performed by designated CSB staff of persons in crisis who may be in emergency custody or who may need involuntary temporary detention or other emergency treatment. The CSB shall comply with the requirements in the current *Certification of Preadmission Screening Clinicians*, a document

developed jointly by the Department and CSB representatives and made a part of this contract by reference, to enhance the qualifications, training, and oversight of CSB preadmission screening clinicians and increase the quality, accountability, and standardization of preadmission screening evaluations. This document is available at the Internet link in Exhibit L.

u. Developmental Case Management Services

1.) Case managers or support coordinators employed or contracted by the CSB shall meet the knowledge, skills, and abilities qualifications in the Case Management Licensing Regulations, 12 VAC 35-105-1250. During its inspections, the Department's Licensing Office may verify compliance as it reviews personnel records.

2.) Reviews of the individual support plan (ISP), including necessary assessment updates, shall be conducted with the individual quarterly or every 90 days and include modifications in the ISP when the individual's status or needs and desires change. During its inspections, the Department's Licensing Office may verify this as it reviews ISPs including those from a sample identified by the CSB of individuals who discontinued case management services.

3.) The CSB shall ensure that all information about each individual, including the ISP and VIDES, is imported from the CSB's electronic health record (EHR) to the Department within five (5) business days through an electronic exchange mechanism mutually agreed upon by the CSB and the Department into the electronic waiver management system (WaMS) when the individual is entered the first time for services, his or her living situation changes, her or his ISP is reviewed annually, or whenever changes occur, including information about the individual's:

- | | |
|--|---|
| a.) full name, | g.) level of care information, |
| b.) social security number, | h.) terminations, |
| c.) Medicaid number, | i.) transfers, |
| d.) CSB unique identifier, | j.) waiting list information, |
| e.) current physical residence address, | k.) diagnosis, and |
| f.) living situation (e.g., group home, family home, or own home), | l.) bed capacity of the group home if that is chosen. |

4.) Case managers or support coordinators and other CSB staff shall comply with the SIS[®] Administration Process, available at the Internet link in Exhibit L, and any changes in the process within 30 calendar days of notification of the changes.

5.) Case managers or support coordinators shall notify the Department's service authorization staff that an individual has been terminated from all DD waiver services within 10 business days of termination.

6.) Case managers or support coordinators shall submit the Request to Retain a Slot form available in WaMS to the appropriate Department staff to hold a slot open within 10 business days of it becoming available.

7.) Case managers or support coordinators shall complete the level of care tool for individuals requesting DD Waiver services within 60 calendar days of application for individuals expected to present for services within one year.

8.) Case managers or support coordinators shall comply with the DD waitlist process and slot assignment process and implement any changes in the processes within 30 calendar days of written notice from the Department.

9.) The CSB shall report quarterly supervisory review data on a sample of records of individuals receiving services under DD Waivers to determine if key objectives are being met according to the waiver assurances submitted to the Centers for Medicare and Medicaid Services. The CSB shall submit the data in the supervisory review survey questionnaire no later than three weeks following the end of the quarter through a reporting method mutually approved by CSBs and the Department. The CSB shall complete its record reviews within the required timeframe for reporting the data for each quarter and shall complete all required samples before July 31st of the next fiscal year.

v. PACT Services

1.) Design and implement its PACT in accordance with requirements in 12VAC35-105- 1360 through 1410 of the *Rules and Regulations for Licensing Providers by the*

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

2.) Prioritize admission to its PACT for adults with serious mental illnesses who are currently residing in state hospitals, have histories of frequent use of state or local psychiatric inpatient services, or are homeless.

3.) Achieve and maintain a minimum caseload of 80 individuals receiving services within two years from the date of initial funding by the Department. When fully staffed, PACT teams shall serve at least 80 but no more than 120 individuals per 12VAC35-105-1370. If the caseload of the PACT is not growing at a rate that will achieve this caseload, the CSB shall provide a written explanation to and seek technical assistance from the Office of Adult Community Behavioral Health Services in the Department.

4.) Reduce use of state hospital beds by individuals receiving PACT services by at least eight beds (2,920 bed days) within two years from the date of initial funding by the Department.

5.) Maximize billing and collection of funds from other sources including Medicaid and other fees to enable state funds to expand services in the PACT.

6.) Assist Department staff as requested with any case-level utilization review activities, making records of individuals receiving PACT services available and providing access to individuals receiving PACT services for interviews.

7.) Ensure staff participate in PACT network meetings with other PACT teams as requested by the Department. PACT staff shall participate in technical assistance provided through the Department and shall obtain individual team-level training and technical assistance at least quarterly for the first two years of operation from recognized experts approved by the Department.

8.) Track and report expenditure of restricted PACT state mental health funds separately in the implementation status reports required in subsection 10 below. Include applicable information about individuals receiving PACT services and the services they receive in its information system and CCS 3 monthly extracts.

9.) Reserve any current restricted PACT state mental health funds for the PACT that remain unspent at the end of the fiscal year to be used only for the PACT in subsequent fiscal years as authorized by the Department.

10.) Submit monthly data extracts using the Department-provided database that include

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

information on staffing, events involving individuals receiving services in the PACT, and outcomes. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow it to comply with them.

w. Crisis Intervention Team (CIT) Services

1.) Work with community stakeholders, agencies, and partners across systems to coordinate the implementation and operation of the CIT Assessment Site and provide related access to appropriate services in accordance with its RFP response approved by the Department.

2.) Submit narrative semi-annual progress reports on these services through the Department's sFTP server and upload them to the Jail Diversion Folder within 45 calendar days of the end of the second quarter and within 60 days of the end of the fiscal year. Reports shall include a brief narrative of program activities for all CIT aspects of the services, implementation progress against milestones identified in the approved RFP response, and specific site-related challenges and successes for the reporting period.

Instructions for naming the files are in the Data Reporting Manual provided by the Department to CSBs that received CIT funds.

3.) Include all funds, expenditures, and costs associated with these services provided to individuals residing in the CSB's service area in its Community Automated Reporting System (CARS) reports and applicable data about individuals receiving these services and service units received in its monthly CCS 3 extracts submitted to the Department.

4.) Submit quarterly data files as instructed by the Department using the Excel Data Template provided by the Department to CSBs that received CIT funds. Submit quarterly data reports within 45 calendar days of the end of the first three quarters and within 60 days of the end of the fiscal year. Submit the data files through the Department's sFTP server and upload them to the Jail Diversion Folder. Instructions for naming the files are in the Data Reporting Manual provided by the Department.

5.) Cooperate with the Department in annual site visits and agree to participate in scheduled assessment site meetings.

x. Permanent Supportive Housing (PSH)

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

1.) Comply with requirements in the PSH Initiative Operating Guidelines and any subsequent additions or revisions to the requirements agreed to by the participating parties. The Guidelines are incorporated into and made a part of this contract by reference and are available at the Internet link in Exhibit L. If the implementation of the program is not meeting its projected implementation schedule, the CSB shall provide a written explanation to and seek technical assistance from the Office of Adult Community Behavioral Health Services in the Department.

2.) Ensure that individuals receiving PSH have access to an array of clinical and rehabilitative services and supports based on the individual's choice, needs, and preferences and that these services and supports are closely coordinated with the housing-related resources and services funded through the PSH initiative.

3.) Maximize billing and collection of funds from other sources including Medicaid and other fees to increase the funds available for individuals receiving services funded through the PSH initiative.

- 4.) Assist Department staff as requested with any case-level utilization review activities, making records of individuals receiving PSH available and providing access to individuals receiving PSH for interviews.
- 5.) Track and report the expenditure of restricted state mental health PSH funds separately in the implementation status reports required in subsection 7 below. Based on these reports, the Department may adjust the amount of state funds on a quarterly basis up to the amount of the total allocation to the CSB. The CSB shall include applicable information about individuals receiving PSH services and the services they receive in its information system and CCS 3 monthly extracts.
- 6.) Reserve any current restricted state mental health funds for PSH that remain unspent at the end of the fiscal year to be used only for PSH activities in subsequent fiscal years as authorized by the Department.
- 7.) Submit implementation status reports for PSH within 45 days after the end of the quarter for the first three quarters and within 60 days of the end of the fiscal year to the Department. Submit data about individuals following guidance provided by the Office of Adult Community Behavioral Health and using the tools, platforms, and data transmission requirements provided by the Department. Establish mechanisms to ensure the timely and accurate collection and transmission of data. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow it to comply with them.
- 8.) Participate in PSH training and technical assistance in coordination with the Office of Adult Community Behavioral Health Services and any designated training and technical assistance providers.

y. Same Day Access (SDA)

SDA means an individual may walk into or contact a CSB to request mental health or substance use disorder services and receive a comprehensive clinical behavioral health assessment, not just a screening, from a licensed or license-eligible clinician the same day. Based on the results of the comprehensive assessment, if the individual is determined to need services, the goal of SDA is that he or she receives an appointment for face-to-face or other direct services in the program offered by the CSB that best meets his or her needs within 10 business days, sooner if indicated by clinical circumstances. SDA emphasizes engagement of the individual, uses concurrent EHR documentation during the delivery of services, implements techniques to reduce appointment no shows, and uses centralized scheduling. If it has received state mental health funds to implement SDA, the CSB shall report SDA outcomes through the CCS 3 outcomes file. The CSB shall report the date of each SDA comprehensive assessment, whether the assessment determined that the individual needed services offered by the CSB, and the date of the first service offered at the CSB for all individuals seeking mental health or substance use disorder services from the CSB. The Department shall measure SDA by comparing the date of the comprehensive assessment that determined the individual needed services and the date of the first CSB face-to-face or other direct service offered to the individual.

z. Family Wellness Initiative

If the CSB receives federal Substance Abuse Prevention and Treatment Block Grant funds to implement the Family Wellness Initiative, it shall fulfill these requirements.

- 1.) Use these funds only to implement this initiative as described in the CSB proposal approved by the Department. All Family Wellness Initiative CSBs have two adverse childhood experiences (ACE) interface master trainers in their communities and shall begin

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

incorporating the science of ACE and resiliency into all family wellness initiatives described in the approved proposal.

2.) Include all funds, expenditures, and costs associated with these services provided to individuals residing in the CSB's service area in its CARS reports, and include applicable data monthly about individuals receiving these services and the service units received in its data entry in the Department's designated prevention data system. Report all staff hours of service program activity and participant data in the Department's designated prevention data system on a weekly basis.

3.) Submit quarterly reports in the format developed by the Department's Family Wellness Manager within 45 days after the end of the quarter for the first three quarters and within 60 days of the end of the fiscal year. Reports shall include:

- a.) evidence of participant attendance in aspects of the CSB program and activities such as copies of log-in sheets for evidenced-based program and wellness activities;
- b.) the status of achieving benchmarks;
- c.) reporting on logic models and measures of performance; d.) evidence of social media transmissions;
- e.) strategies to recruit, engage, and retain families;
- f.) copies of sign-in sheets and minutes of the Family Wellness Advisory Committee;
- g.) wellness materials disseminated;
- h.) an updated budget and budget narrative with each quarterly report on all revenues received and total expenditures made;
- i.) sustainability efforts; and
- j.) how cultural and linguistic competence is implemented.

4.) Maintain a Family Wellness Advisory Committee that includes representative community key stakeholders critical to the integration and sustainability of the initiative.

5.) Deliver at least 12 ACE presentations in the community and report data on those presentations to the Family Wellness Coordinator in the format provided by the Department.

6.) Orient and train all program staff associated with the Family Wellness Initiative. Use only staff trained in the program and ACE to facilitate classes.

5. Resources

Exhibit A of this contract includes the following resources: state funds and federal funds appropriated by the General Assembly and allocated by the Department to the CSB; balances of unexpended or unencumbered state and federal funds retained by the CSB and used in this contract to support services; local matching funds required by § 37.2-509 or § 37.2-611 of the Code to receive allocations of state funds; Medicaid Clinic, Targeted Case Management, Rehabilitative Services, GAP, ARTS, and DD Home and Community-Based Waiver payments and any other fees, as required by § 37.2-504 or § 37.2-605 of the Code; and any other funds associated with or generated by the services shown in Exhibit A. The CSB shall maximize billing and collecting Medicaid payments and other fees in all covered services to enable more efficient and effective use of the state and federal funds allocated to it.

a. Allocations of State General and Federal Funds

The Department shall inform the CSB of its state and federal fund allocations in a letter of notification. The Department may adjust allocation amounts during the term of this contract. The Department may reduce restricted or earmarked state or federal funds during the contract term if the CSB reduces significantly or stops providing services supported by those funds as documented in CCS 3 or CARS reports. These reductions shall not be subject to provisions in sections 9.c or 9.f of this contract. The Commissioner or his designee shall communicate all adjustments to the CSB in writing. Allocations of state and federal funds shall be based on state and federal statutory and regulatory requirements, provisions of the Appropriation Act, State Board policies, and previous allocation amounts.

b. Disbursement of State or Federal Funds

Continued disbursement of semi-monthly payments of restricted or earmarked state or federal funds by the Department to the CSB may be contingent on documentation in the CSB's CCS 3 and CARS reports that it is providing the services supported by these funds.

c. Conditions on the Use of Resources

The Department can attach specific conditions or requirements for use of funds, separate from those established by other authorities, only to the state and federal funds that it allocates to the CSB and not more than the 10 percent local matching funds that are required to obtain the CSB's state fund allocations.

6. CSB Responsibilities

a. State Hospital Bed Utilization

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

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

b. Quality of Care

1.) Department CSB Performance Measures: CSB staff shall monitor the CSB's outcome and performance measures in Exhibit B, identify and implement actions to improve its ranking on any measure on which it is below the benchmark, and present reports on the measures and actions at least quarterly during scheduled meetings of the CSB board of directors.

2.) Quality Improvement and Risk Management: The CSB shall develop, implement, and maintain a quality improvement plan, itself or in affiliation with other CSBs, to improve services, ensure that services are provided in accordance with current acceptable professional practices, and address areas of risk and perceived risks. The quality

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

The CSB shall implement, in collaboration with other CSBs in its region, the state hospital(s) and training centers serving its region, and private providers involved with the public mental health, developmental, and substance use disorder services system, regional utilization management procedures and practices that reflect the Regional Utilization Management Guidance document that is incorporated into and made a part of this contract by reference and is available at the Internet link in Exhibit L.

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

4.) Individual Outcome and CSB Provider Performance Measures

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

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

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

5.) Prevention Services

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

b.) Logic Models: The CSB shall use logic models that identify individual (i.e., youth, families, and parents) -, community-, and population-level strategies (e.g., environmental approaches). One logic model shall outline CSB federal substance abuse block grant (SABG) prevention set aside-funded services. The other model(s) shall be the CSB partnership coalition's logic model(s) reflecting the collaborative relationship of the CSB with the coalition in the implementation of community-level and environmental approaches. The CSB shall use the Institute of Medicine model to identify target populations based on levels of risk: universal, selective, and indicated.

Substance abuse prevention services may not be delivered to persons who have substance use disorders in an effort to prevent continued substance use. The CSB shall utilize the six federal Center for Substance Abuse Prevention evidenced- based strategies: information dissemination, education and skill building, alternatives, problem identification and referral, community-based process, and environmental approaches. Community-based process and coalitions and environmental approaches that impact the population as a whole are keys to achieving successful outcomes and are Department priorities.

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

d.) Regional Suicide Prevention Initiatives: The CSB shall work with the regional suicide prevention team to provide a regionally developed suicide prevention plan using the Strategic Prevention Framework model. The plan developed by the team shall identify suicide prevention policies and strategies using the most current data to target populations with the highest rates of suicide. If selected by the region, the CSB shall act as the fiscal agent for the state funds supporting the suicide prevention services.

e.) Prevention Services Evaluations: The CSB shall work with OMNI Institute, the Department's evaluation contractor, to develop an evaluation plan for its SABG prevention set aside-funded prevention services.

f.) SYNAR Activities and Merchant Education: In July 1992, Congress enacted P.L.

102-321 section 1926, the SYNAR Amendment, to decrease youth access to tobacco. To stay in compliance with the SABG, states must meet and sustain the merchant retail violation rate (RVR) under 20 percent or face penalties to the entire SABG, including funds for treatment. Merchant education involves educating local merchants about the consequences of selling tobacco products to youth. This strategy has been effective in keeping state RVR rates under the required 20 percent. The CSB shall conduct merchant education activities with all merchants deemed by the Alcoholic Beverage Control Board to be in violation of selling tobacco products to youth in the CSB's service area. Other merchants shall be added if deemed to be at higher risk due to factors such as being in proximity to schools. The CSB, itself or in collaboration with the local coalition, shall continuously update the verified list of tobacco retailers, including all retailers selling vapor products, by conducting store audits. The CSB shall conduct store audits of and merchant education with 100 percent of tobacco retailers in its service area over a two year period. Beginning in FY 2003, the Department allocated \$10,000 annually to the CSB to complete SYNAR-related tasks.

FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT
RENEWAL AND REVISIONS

All store audit and merchant education activities shall be documented in the Counter Tools system and recorded in the prevention data system planned and implemented by the Department in collaboration with the VACSB Data Management Committee (DMC). Tobacco education programs for youth with the goal of reducing prevalence or use are not to be identified as SYNAR activities.

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

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

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

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

10.) Access to Substance Abuse Treatment for Opioid Abuse: The CSB shall ensure that individuals requesting treatment for opioid drug abuse, including prescription pain medications, regardless of the route of administration, receive rapid access to appropriate

treatment services within 14 days of making the request for treatment or 120 days after making the request if the CSB has no capacity to admit the individual on the date of the request and within 48 hours of the request it makes interim services, as defined in 45 CFR § 96.126, available until the individual is admitted.

11.) Residential Crisis Stabilization Units: The CSB operating a RCSU shall staff and operate the unit so that it can admit individuals 24 hours per day and seven days per week. The unit shall accept any appropriate individuals under temporary detention orders (TDOs) and establish clinical criteria specifying the types of individuals under TDOs that it will accept. The CSB shall provide a copy of the criteria to the Department upon request for its review and approval. The unit shall implement a written schedule of clinical programming that covers at least eight hours of services per day and seven days per week that is appropriate for the individuals receiving crisis services and whenever possible incorporates evidence-based and best practices. The RCSU shall provide a mix of individual, group, or family counseling or therapy, case management, psycho-educational, psychosocial, relaxation, physical health, and peer-run group services; access to support groups such as Alcoholics Anonymous or Narcotics Anonymous; access to a clinical assessment that includes ASAM Level of Care and medically monitored highly intensive residential services that have the capacity for medication assisted treatment when a substance use disorder is indicated; and other activities that are appropriate to the needs of each individual receiving services and focuses on his or her recovery. The CSB shall comply with the requirements in the Department's current Residential Crisis Stabilization Unit Expectations document that is incorporated into and made a part of this contract by reference and is available at the Internet link in Exhibit L.

c. Reporting Requirements

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

- a.) provide monthly Community Consumer Submission 3 (CCS 3) extracts that report individual characteristic and service data to the Department, as required by § 37.2- 508 or § 37.2-608 of the Code, the federal Substance Abuse and Mental Health Services Administration, and Part C of Title XIX of the Public Health Services Act - Block Grants, § 1943 (a) (3) and § 1971 and § 1949, as amended by Public Law 106- 310, and as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (a) (1) and (d) of the HIPAA regulations and §32.1-127.1:03.D (6) of the Code, and as defined in the current CCS 3 Extract Specifications, including the current Business Rules, that are available at the Internet link in Exhibit L and are incorporated into and made a part of this contract by reference;
- b.) follow the current Core Services Taxonomy and CCS 3 Extract Specifications, when responding to reporting requirements established by the Department;
- c.) complete the National Survey of Substance Abuse Treatment Services (N-SSATS) annually that is used to compile and update the National Directory of Drug and Alcohol Abuse Treatment Programs and the on-line Substance Abuse Treatment Facility Locator;
- d.) follow the user acceptance testing process described in Appendix D of the CSB Administrative Requirements for new CCS 3 releases and participate in the user acceptance testing process when requested to do so by the Department;
- e.) report service data on substance abuse prevention and mental health promotion services provided by the CSB that are supported wholly or in part by the SABG set aside for prevention services through the prevention data system planned and implemented by the Department in collaboration with the VACSB DMC, but report funding, expenditure, and

FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT
RENEWAL AND REVISIONS

cost data on these services through CARS per subsection 2.a.); and report service, funding, expenditure, and cost data on any other mental health prevention services through CCS 3 and CARS;

f.) supply information to the Department's Forensics Information Management System for individuals adjudicated not guilty by reason of insanity (NGRI), as required under § 37.2-508 or § 37.2-608 of the Code and as permitted under 45 CFR §§ 164.506 (c) (1) and (3), 164.512 (d), and 164.512 (k) (6) (ii);

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

h.) report data identified collaboratively by the Department and the CSB working through the VACSB DMC on the REACH program if the CSB is the fiscal agent for this program.

2.) Routine Reporting Requirements: The CSB shall account for all services, funds, expenses, and costs accurately and submit reports to the Department in a timely manner using current CARS, CCS 3, or other software provided by the Department. All reports shall be provided in the form and format prescribed by the Department. The CSB shall provide the following information and meet the following reporting requirements:

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

b.) demographic characteristics of individuals receiving services and types and amounts of services provided to each individual monthly through the current CCS 3;

c.) Federal Balance Report (October 15);

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

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

f.) other reporting requirements in the current CCS 3 Extract Specifications.

3.) Subsequent Reporting Requirements: In accordance with State Board Policy 1030, available at the Internet link in Exhibit L, the CSB shall work with the Department through the VACSB DMC to ensure that current data and reporting requirements are consistent with each other and the current Core Services Taxonomy, the current CCS 3, and the 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 3, and the TEDS and other federal reporting requirements.

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

a. Service Process Quality Management (SPQM) is a data collection and reporting platform. The CSBs shall use SPQM and work with the Department through the DMC

to ensure all necessary SPQM data elements are available to assess the efficacy of the services received as well as the overall effectiveness of clinical interventions provided by CSBs in support of improving client functioning.

5.) Streamlining Reporting Requirements: The CSB shall work with the Department through the VACSB DMC to review existing reporting requirements including the current CCS 3 to determine if they are still necessary and, if they are, to streamline and reduce the number of portals through which those reporting requirements are submitted as much as possible; to ensure reporting requirements are consistent with the current CCS 3 Extract Specifications and Core Services Taxonomy; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.

d. Data Quality

The CSB shall review data quality reports from the Department on the completeness and validity of its CCS 3 data to improve data quality and integrity. When requested by the Department, the CSB executive director shall develop and submit a plan of correction to remedy persistent deficiencies in the CSB's CCS 3 submissions and, upon approval of the Department, shall implement the plan of correction.

e. Providing Information

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

f. Compliance Requirements

The CSB shall comply with all applicable federal, state, and local laws and regulations, including those contained or referenced in the CSB Administrative Requirements and Exhibits F and J of this contract, as they affect the operation of this contract. Any substantive change in the CSB Administrative Requirements, except changes in statutory, regulatory, policy, or other requirements or in other documents incorporated by reference in it, which changes are made in accordance with processes or procedures associated with those statutes, regulations, policies, or other requirements or documents, shall constitute an amendment of this contract, made in accordance with applicable provisions of the Partnership Agreement, that requires a new contract signature page signed by both parties. If any laws or regulations that become effective after the execution date of this contract substantially change the nature and conditions of this contract, they shall be binding upon the parties, but the parties retain the right to exercise any remedies available to them by law or other provisions of this contract.

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

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

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

g. Regional Programs

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

h. Electronic Health Record

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

i. 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.

j. Consideration of Department Comments or Recommendations

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

7. Department Responsibilities

a. Funding

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

b. State Facility Services

1.) Availability: The Department shall make state facility services available, if appropriate,

through its state hospitals and training centers when individuals located in the CSB's service area meet the admission criteria for these services.

2.) Bed Utilization: The Department shall track, monitor, and report on the CSB's utilization of state hospital and training center beds and provide data to the CSB about individuals receiving services from its service area who are served in state hospitals and training centers as permitted under 45 CFR §§ 164.506 (c) (1), (2), and (4) and 164.512

(k) (6) (ii). The Department shall distribute reports to CSBs on state hospital and training center bed utilization by the CSB for all types of beds (adult, geriatric, child and adolescent, and forensic) and for TDO admissions and bed day utilization.

3.) Continuity of Care: The Department shall manage its state hospitals and training centers in accordance with State Board Policy 1035, available at the Internet link in Exhibit L, to support service linkages with the CSB, including adherence to the applicable provisions of the Continuity of Care Procedures, attached to the CSB Administrative Requirements as Appendix A, and the current *Collaborative Discharge Protocols for Community Services Boards and State Hospitals – Adult & Geriatric or Child & Adolescent* and the current *Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities*, available at the Internet links in Exhibit L. The Department shall assure state hospitals and training centers use teleconferencing technology to the greatest extent practicable to facilitate the CSB's participation in treatment planning activities and fulfillment of its discharge planning responsibilities for individuals in state hospitals and training centers for whom it is the case management CSB.

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

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

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

c. Quality of Care

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

2.) Department CSB Performance Measures Data Dashboard: The Department shall

FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT
RENEWAL AND REVISIONS

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

3.) Utilization Management: The Department shall work with the CSB, state hospitals and training centers serving it, and private providers involved with the public mental health, developmental, and substance use disorder services system to implement regional utilization management procedures and practices reflected in the Regional Utilization Management Guidance document that is incorporated into and made a part of this contract by reference and is available at the Internet link in Exhibit L.

4.) Continuity of Care: In order to fulfill its responsibilities related to discharge planning, the Department shall comply with § 37.2-837 of the Code, State Board Policy 1036, the current *Collaborative Discharge Protocols for Community Services Boards and State Hospitals – Adult & Geriatric or Child & Adolescent* and the current *Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities*, available at the Internet links in Exhibit L, and the Continuity of Care Procedures, included in the CSB Administrative Requirements as Appendix A.

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

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

d. Reporting Requirements

1.) Subsequent Reporting Requirements: In accordance with State Board Policy 1030, the Department shall work with CSBs through the VACSB DMC to ensure that current data and reporting requirements are consistent with each other and the current Core Services Taxonomy, the current CCS 3, and the Treatment Episode Data Set (TEDS) and other federal reporting requirements. The Department also shall work with CSBs through the DMC in planning and developing any additional reporting or documentation requirements beyond those identified in this contract to ensure that the requirements are consistent with the current taxonomy, current CCS 3, and TEDS and other federal reporting requirements. The Department shall work with the CSB through the DMC to develop and implement any changes in data platforms used, data elements collected, or due dates for existing reporting mechanisms, including CCS 3, CARS, WaMS, FIMS, and the current prevention data system and stand-alone spreadsheet or other program-specific reporting processes.

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

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

3.) Data Elements: The Department shall work with CSBs through the DMC to standardize data definitions, periodically review existing required data elements to eliminate elements that are no longer needed, minimize the addition of new data elements to minimum necessary ones, review CSB business processes so that information is collected in a systematic manner, and support efficient extraction of required data from CSB electronic health record systems whenever this is possible. The Department shall work with the CSB through the DMC to develop, implement, maintain, and revise or update a mutually agreed upon electronic exchange mechanism that will import all information related to the support coordination or case management parts of the ISP (parts I-IV) and VIDES about individuals who are receiving DD Waiver services from CSB EHRs into WaMS. If the CSB does not use or is unable to use the data exchange, it shall enter this data directly into WaMS.

4.) Surveys: The Department shall ensure that all surveys and requests for data have been reviewed for cost effectiveness and developed through a joint Department and CSB process. The Department shall comply with the Procedures for Approving CSB Surveys, Questionnaires, and Data Collection Instruments and Establishing Reporting Requirements, reissued by Interim Commissioner S. Hughes Melton, MD, MBA on April 18, 2019 and available at the Internet link in Exhibit L.

5.) Streamlining Reporting Requirements: The Department shall work with CSBs through the DMC to review existing reporting requirements including the current CCS 3 to determine if they are still necessary and, if they are, to streamline and reduce the number of portals through which those reporting requirements are submitted as much as possible; to ensure reporting requirements are consistent with the current CCS 3 Extract Specifications and Core Services Taxonomy; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.

e. Data Quality

The Department shall provide data quality reports to the CSB on the completeness and validity of its CCS 3 data to improve data quality and integrity. The Department may require the CSB executive director to develop and implement a plan of correction to remedy persistent deficiencies in the CSB's CCS 3 submissions. Once approved, the Department shall monitor the plan of correction and the CSB's ongoing data quality. The Department may address persistent deficiencies that are not resolved through this process with an Individual CSB Performance Measure in Exhibit D.

f. Compliance Requirements

The Department shall comply with all applicable state and federal statutes and regulations, including those contained or referenced in the CSB Administrative Requirements, as they affect the operation of this contract. Any substantive change in the CSB Administrative Requirements, except changes in statutory, regulatory, policy, or other requirements or in other documents incorporated by reference in it, which changes are made in accordance with processes or procedures associated with those statutes, regulations, policies, or other requirements or

documents, shall constitute an amendment of this contract, made in accordance with applicable provisions of the Partnership Agreement, that requires a new contract signature page signed by both parties. If any laws or regulations that become effective after the execution date of this contract substantially change the nature and conditions of this contract, they shall be binding upon the parties, but the parties retain the right to exercise any remedies available to them by law or other provisions of this contract.

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

g. Communication

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

or emails from the Commissioner, Deputy Commissioner, or applicable Assistant Commissioner to CSB executive directors and other applicable CSB staff and post these documents in an easily accessible place on its web site within 10 business days of the date on which the documents are issued via letters, memoranda, or emails.

h. Regional Programs

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

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

link in Exhibit L.

i. Peer Review Process

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

j. Electronic Health Record

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

k. Reviews

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

l. Department Comments or Recommendations on CSB Operations or Performance

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

8. Subcontracting

The CSB may subcontract any requirements in this contract. The CSB shall remain fully and solely responsible and accountable for meeting all of its obligations and duties under this contract, including all services, terms, and conditions, without regard to its subcontracting arrangements. Subcontracting shall comply with applicable statutes, regulations, and guidelines, including the Virginia Public Procurement Act, § 2.1-4300 et seq. of the Code. All subcontracted activities shall be formalized in written contracts between the CSB and subcontractors. The CSB agrees to provide copies of contracts or other documents to the Department on request. A subcontract means a written agreement between the CSB and another party under which the other party performs any of the CSB's obligations. Subcontracts, unless the context or situation supports a different interpretation or meaning, also may include agreements, memoranda of understanding, purchase orders, contracts, or other similar documents for the purchase of services or goods by the CSB from another organization or agency or a person on behalf of an individual. If the CSB hires an individual not as an employee but as a contractor (e.g., a part-time psychiatrist) to work in its programs, this does not constitute subcontracting under this section. CSB payments for rent or room and board in a non-licensed facility (e.g., rent subsidies or a hotel room) do not constitute subcontracting under this section, and the provisions of this section, except for compliance with the

FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT
RENEWAL AND REVISIONS

Human Rights regulations, do not apply to the purchase of a service for one individual.

a. Subcontracts

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

b. Subcontractor Compliance

The CSB shall require that its subcontractors comply with the requirements of all applicable federal and state statutes, regulations, policies, and reporting requirements that affect or are applicable to the services included in this contract. The CSB shall require that its subcontractors submit to the CSB all required CCS 3 data on individuals they served and services they delivered in the applicable format so that the CSB can include this data in its CCS 3 submissions to the Department. The CSB shall require that any agency, organization, or person with which it intends to subcontract services that are included in this contract is fully qualified and possesses and maintains current all necessary licenses or certifications from the Department and other applicable regulatory entities before it enters into the subcontract and places individuals in the subcontracted service. The CSB shall require all subcontractors that provide services to individuals and are licensed by the Department to maintain compliance with the Human Rights Regulations adopted by the State Board.

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

c. Subcontractor Dispute Resolution

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

d. Quality Improvement Activities

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

9. Terms and Conditions

a. Availability of Funds

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

b. Compliance

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

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

taken if the CSB fails to satisfy the reporting requirements in this contract.

c. Disputes

Resolution of disputes arising from Department contract compliance review and performance management efforts or from actions by the CSB related to this contract may be pursued through the dispute resolution process in section 9.f, which may be used to appeal only the following conditions:

- 1.) reduction or withdrawal of state general or federal funds, unless funds for this activity are withdrawn by action of the General Assembly or federal government or by adjustment of allocations or payments pursuant to section 5 of this contract;
- 2.) termination or suspension of the contract, unless funding is no longer available; 3.) refusal to negotiate or execute a contract modification;
- 4.) disputes arising over interpretation or precedence of terms, conditions, or scope of the contract; or
- 5.) determination that an expenditure is not allowable under this contract.

d. Remediation Process

The Department and the CSB shall use the remediation process mentioned in subsection E of § 37.2-508 or § 37.2-608 of the Code to address a particular situation or condition identified by the Department or the CSB that may, if unresolved, result in termination of all or a portion of the contract in accordance with the provisions of section 9.e. The parties shall develop the details of this remediation process and add them as an Exhibit D of this contract. This exhibit shall:

- 1.) describe the situation or condition, such as a pattern of failing to achieve a satisfactory level of performance on a significant number of major outcome or performance measures in the contract, that if unresolved could result in termination of all or a portion of the contract;
- 2.) require implementation of a plan of correction with specific actions and timeframes approved by the Department to address the situation or condition; and
- 3.) include the performance measures that will document a satisfactory resolution of the situation or condition.

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

e. Termination

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

on individuals receiving services and CSB staff.

3.) In accordance with subsection E of § 37.2-508 or § 37.2-608 of the Code, the Department may terminate all or a portion of this contract, after unsuccessful use of the remediation process described in section 9.d and after affording the CSB an adequate opportunity to use the dispute resolution process described in section 9.f of this contract. The Department shall deliver a written notice specifying the cause to the CSB's board chairperson and executive director at least 75 days prior to the date of actual termination of the contract. In the event of contract termination under these circumstances, only payment for allowable services rendered by the CSB shall be made by the Department.

f. Dispute Resolution Process

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

- 1.) Within 15 calendar days of the CSB's identification or receipt of a disputable action taken by the Department or of the Department's identification or receipt of a disputable action taken by the CSB, the party seeking resolution of the dispute shall submit a written notice to the Department's 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 9.c. 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 section 9.c, 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 indicating that he has no interest in the dispute. Any person with an interest in the dispute shall be relieved of panel responsibilities and another person shall be selected as a panel member.
- 5.) The 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.
- 6.) The panel members shall elect a chairman and the chairman shall convene the panel. The party requesting the panel hearing shall present evidence first, followed by the presentation of the other party. The burden shall be on the party requesting the panel hearing to establish that the disputed decision or action was incorrect and to present the basis in law, regulation, or policy for its assertion. The panel may hear rebuttal evidence after the initial presentations by the CSB and the Department. The panel may question either party in order to obtain a clear understanding of the facts.
- 7.) Subject to provisions of the Freedom of Information Act, the panel shall convene in closed session at the end of the hearing and shall issue written recommended findings of fact within seven days of the hearing. The recommended findings of fact shall be submitted to the Commissioner for a final decision.
- 8.) The findings of fact shall be final and conclusive and shall not be set aside by the

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

Commissioner unless they are (a.) fraudulent, arbitrary, or capricious; (b.) so grossly erroneous as to imply bad faith; (c.) in the case of termination of the contract due to failure to perform, the criteria for performance measurement are found to be erroneous, arbitrary, or capricious; or (d.) not within the CSB's purview.

9.) The final decision shall be sent by certified mail to both parties no later than 60 days after receipt of the written notice from the party invoking the dispute resolution process.

10.) Multiple appeal notices shall be handled independently and sequentially so that an initial appeal will not be delayed by a second appeal.

11.) The CSB or the Department may seek judicial review of the final decision to terminate the contract in the Circuit Court for the City of Richmond within 30 days of receipt of the final decision.

g. Contract Amendment

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

h. Liability

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

i. Constitution of the CSB

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

j. Severability

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

10. Signatures

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

FY 2019 AND FY 2020 COMMUNITY SERVICES PERFORMANCE CONTRACT
RENEWAL AND REVISIONS

Virginia Department of Behavioral
Health and Developmental Services

Highlands CSB

By: _____ By: _____

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

Name: Emily Lee
Title: CSB Chairperson

Date: _____ Date: _____

By: _____

Name: Rebecca D. Holmes
Title: CSB Executive Director
Date: _____

**CITY COUNCIL
AGENDA ITEM SUMMARY**

Meeting Date: September 24, 2019

Department: City Manager

Staff Contact: Nicole Storm,

AGENDA ITEM WORDING:

Approval for City Manager to sign deeds transferring property to BVU Authority as required by Code of Virginia section § 15.2-7210.

ITEM BACKGROUND:

Pursuant to Code of Virginia section Â§ 15.2-7210, Transfer of properties and debt: All of the properties, infrastructure, and other assets used by Bristol Virginia Utilities for any of its utility services or otherwise, whether held in its name or in the name of the City of Bristol, Virginia, are hereby transferred to the Authority and declared to be held by the Authority as its property. The portion of the City's debt that was incurred for the benefit of Bristol Virginia Utilities is hereby declared to be the debt of the Authority. That debt will be the sole responsibility of the Authority. The Authority will either assume that debt or issue new bonded indebtedness to pay it off as soon as practical and in accordance with all bond covenants in the BVU bonds on the City's financial statements.

PREVIOUS RELEVANT ACTION:

STAFF RECOMMENDATION:

Approval.

DOCUMENTATION:

Prepared by:
Cameron S. Bell
Penn, Stuart & Eskridge
P.O. Box 2288
Abingdon, VA 24212
VSB No. 47685

ASSIGNMENT OF AGREEMENTS

This ASSIGNMENT OF AGREEMENTS (“Assignment”) is made and entered into this _____ day of _____, 2019, between **CITY OF BRISTOL, VIRGINIA** (“City” or “Grantor”) and **BVU AUTHORITY** (“BVU” or “Grantee”).

WITNESSETH:

That by Acts of the General Assembly the BVU Authority was created. Said Act was codified in the Code of Virginia as chapter 72 of Title 15.2 Counties, Cities, and Towns and referred to at the BVU Authority Act;

That said BVU Authority Act became law in the Commonwealth of Virginia on July 1, 2010;

That said Act states that in Code of Virginia section § 15.2-7201. Creation, Public Purpose.

The BVU Authority is created for the express purpose of receiving, by operation of this chapter, the powers, assets, and debts of that separately managed and financed division of the City of Bristol, Virginia, heretofore known as Bristol Virginia Utilities and to provide the services Bristol Virginia Utilities has provided or may lawfully provide. The General Assembly therefore deems this to be an entity conversion and for all purposes the BVU Authority is the same entity as Bristol Virginia Utilities, which is hereby converted to the BVU Authority. The BVU Authority shall exercise the rights and duties as hereinafter set out to provide the various utility services it currently lawfully provides all subject to the limitations as are herein set forth or referenced;

That said Act states in Code of Virginia section § 15.2-7210. Transfer of properties and debt:

All of the properties, infrastructure, and other assets used by Bristol Virginia Utilities for any of its utility services or otherwise, whether held in its name or in the name of the City of Bristol, Virginia, are hereby transferred to the Authority and declared to be held by the Authority as its property. The portion of the City's debt that was incurred for the benefit of Bristol Virginia Utilities is hereby declared to be the debt of the Authority. That debt will be the sole responsibility of the Authority. The Authority will either assume that debt or issue new bonded indebtedness to pay it off as soon as practical and in accordance with all bond covenants in the BVU bonds on the City's financial statements.

That for and in consideration of the above valuable considerations, the receipt of which is hereby acknowledged by the City, the City, Grantor, does hereby grant, bargain, transfer, assign and convey unto BVU, Grantee, any and all agreements, easements, and rights of way, whether recorded or unrecorded, for electric, water and wastewater lines that may have been granted to the City or to the City for the benefit of Bristol Virginia Utilities Board, including, but not limited to, those certain Agreements described, as follows:

Agreement dated April 25, 1990 by and between Washington County, Virginia, and the City of Bristol, Virginia, for the expense, design and construction of a sewer collection line of adequate size to transmit sewage for the sewerage transmission line and treatment system currently existing in the Bristol-Washington County Industrial Park, connecting said line to the City's sewerage system flowing into the Bristol, Virginia-Tennessee Wastewater Treatment Plant, said Agreement being attached hereto as **EXHIBIT A** and made a part of this Agreement as if fully copied herein.

Agreement dated February 26, 1969 by and between Westinghouse Electric Corporation and the City of Bristol, Virginia, for the construction of a sewerage line from the western boundary of the Westinghouse site to the eastern boundary of the Industrial Park, said Agreement being attached hereto as **EXHIBIT B** and made a part of this Agreement as if fully copied herein, as supplemented by Supplemental Agreement dated October __, 1970, attached hereto as **EXHIBIT C** and made a part of this Agreement as if fully copied herein.

Agreement dated February 18, 1993 by and between Washington County, Virginia, and the City of Bristol, Virginia, for the installation, maintenance and operation of a sewer line from the Bristol-Washington County Industrial Park to sewer transmission lines in the City of Bristol, Virginia, for non-resident sewer customers on the sewer line to Bristol-Washington County Industrial Park, said Agreement being attached hereto as **EXHIBIT D** and made a part of this Agreement as if fully copied herein.

Agreement dated May 25, 1993 by and between Washington County Service Authority, the Bristol Virginia Utilities Board for providing sanitary sewer service to the Virginian golf course and residential community, said Agreement being attached hereto as **EXHIBIT E** and made a part of this Agreement as if fully copied herein.

Agreement dated July 31, 1996 by and among the City of Bristol, Virginia, the Washington County Service Authority, and the County of Washington, Virginia, for sewerage service to Clear Creek Golf Club and its adjoining residential subdivision, said Agreement being attached hereto as **EXHIBIT F** and made a part of the Agreement as if fully copied herein.

This Assignment of Agreements is made subject to the restrictions and conditions if any, contained in the instruments constituting the chain of title of the easements rights conveyed herein.

IN WITNESS WHEREOF, Grantor has signed this deed on the date above stated.

CITY OF BRISTOL, VIRGINIA

By: Randall C. Eads
Its: City Manager

Commonwealth of Virginia,

City of Bristol, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by Randall C. Eads, City Manager, Independent City of Bristol, Virginia.

My Commission expires: _____

Notary Public

EXHIBIT A

THIS AGREEMENT, made and entered into this 25th day of April, 1990, by and between WASHINGTON COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "County", and THE CITY OF BRISTOL, VIRGINIA, a municipal corporation chartered in the Commonwealth of Virginia, hereinafter referred to as "City";

W I T N E S S E T H:

WHEREAS, a corporation operating an Industrial Plant in the Bristol-Washington County Industrial Park located in Washington County, Virginia, has expressed a desire to expand its operation in a joint venture with another company; and

WHEREAS, said corporation has indicated that said expanded operation will involve an investment of approximately Forty Million (\$40,000,000.00) Dollars in building, tools, and equipment, in a two-stage expansion, with an intent to ultimately operate a new plant which will create 500 new jobs; and

WHEREAS, said corporation has indicated that it considers access to the Bristol Virginia-Tennessee sewer system and waste treatment plant for its industrial effluent to be an essential condition of such expanded operation; and

WHEREAS, contingent upon said corporation or joint venture formally and firmly committing to make such expansion, County and City have agreed to provide access to said sewer system from said Industrial Park.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived therefrom, the parties covenant and agree as follows:

1. City shall, at its own expense, design and construct a sewer collection line of adequate size to transmit sewerage from the sewer transmission line and treatment system currently existing in the Bristol-Washington County Industrial Park, connecting said line to the City's sewer system flowing into the Bristol, Virginia-Tennessee Wastewater Treatment Plant. Thereafter, in consideration of user fees paid by customers who utilize said sewer trunk line, and further in consideration of payments to be made by the County, as hereinafter provided, City will provide sewer collection, transmission and treatment service to occupants of Bristol-Washington County Joint Industrial Park, and to such other customers as City may from time to time accept as sewer customers who attach to said sewer transmission system by lateral line, or otherwise. Such sewer service will be furnished to the extent allowed by, and subject to all conditions, restrictions, and regulations imposed by Virginia's Water Control Board, Tennessee's Department of Public Health, or other agencies enforcing EPA regulations, or imposed by other state, federal or local law.

2. For each year the City provides the above-described sewer service, and in addition to user fees paid by customers, County will pay to the City sums of money equal to certain percentages of total increased tax revenue received by the

County as real estate taxes, tool and machinery taxes, and personal property taxes generated from any property from which sewerage is discharged directly or indirectly into the subject sewer transmission line. Such increases will be determined in relation to such taxes collected by the County from such properties for the base year of 1989. To the extent an increase in revenue from such property is attributable solely to a tax rate increase or solely to inflationary increases in assessments upon unchanged property over the 1989 base year, rather than attributable to new improvements made after 1989, such increase due solely to rate changes or assessments will not increase payments to the City. It is understood that fees to be paid to the City pursuant hereto exclude any increases in revenue from the Crown American mall development now proposed to be developed on the "Bondurant property" fronting Lee Highway near Interstate 81 Exit 4, because said property will be provided with sewer service by the City pursuant to an earlier agreement between the County, the City, and Crown American.

3. The following percentages of increased tax revenues will be used to determine the amount of payments due to the City pursuant to the preceding paragraph, commencing with year 1 as the first year during which City provides sewer service through said line to customers in Washington County:

- a. Years 1 through 3 - 38%
- b. Years 4 through 6 - 30%
- c. Years 7 through 9 - 20%
- d. Years 10 through 12 - 15%
- e. Year 13 and thereafter - 10%.

4. To the extent it has the power to do so, County agrees that City shall have the power, by contract, to control the operation of the aforementioned sewer transmission line, including, without limitation, pre-treatment requirements, rates for use, and tapping fees, to be implemented, where necessary, by City ordinance, and/or County ordinance.

5. If, prior to the time City starts construction on the subject sewer line extension, the aforementioned industrial corporation should fail to firmly and timely commit to expand its Industrial Park operation referred to in the premises recited above, both the County and the City will be relieved of any obligations hereunder.

WITNESS the signatures and seals of the parties the day, month and year first above written.

ATTEST:

WASHINGTON COUNTY, VIRGINIA

By *Sandra D. Sheffield*
Clerk

By *James P. Latta*
Chairman, Board of Supervisors

ATTEST:

CITY OF BRISTOL, VIRGINIA

By *H. J. Adams*
Clerk

By *James G. Latta*
Mayor

STATE OF VIRGINIA:

County OF Washington:

The foregoing instrument was acknowledged before me this 25th day of April, 1990 by James P. Dutton, Chairman, Washington County Board of Supervisors.

My commission expires: September 30, 1994.

Shirley W. Hargrett
Notary Public

STATE OF VIRGINIA:

City OF Bristol:

The foregoing instrument was acknowledged before me this 25th day of April, 1990 by James F. Dutton, Mayor, City of Bristol, Virginia.

My commission expires: 10-9-90.

Shirley W. Hargrett
Notary Public

EXHIBIT B

AGREEMENT

THIS AGREEMENT, made this 26th day of February, 1930, by and between WESTINGHOUSE ELECTRIC CORPORATION, party of the first part, (hereinafter referred to as "Westinghouse"), and THE CITY OF BRISTOL, VIRGINIA, party of the second part, (hereinafter referred to as "Bristol").

WITNESSETH:

WHEREAS, Westinghouse has acquired land in Washington County, Virginia, which land (hereinafter referred to as "Westinghouse site") is located approximately 10,000 feet east of the western most boundary of certain property being developed by Bristol as an Industrial Park (hereinafter referred to as "the Park");

WHEREAS, Westinghouse intends to build a manufacturing facility (hereinafter referred to as "Westinghouse facility") on the Westinghouse site;

WHEREAS, Bristol plans to construct a sewerage system in the Park;

WHEREAS, Westinghouse desires to construct a sewerage line from the western boundary of the Westinghouse site to the eastern boundary of the Park and to connect with the sewerage lines in the Park; and

WHEREAS, Bristol desires to provide sewerage service to the Westinghouse facility upon the terms and provisions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, acknowledged by the parties hereto to be adequate and sufficient, it is agreed as follows:

1. Bristol will construct, at no cost to Westinghouse, a sewerage system of sufficient size to provide sewerage service to the Westinghouse facility to be built on the Westinghouse site.

2. Bristol, at no cost to Westinghouse, will extend sewerage lines within the Park to the eastern boundary of the Park of sufficient size to service the sewerage requirements of the Westinghouse facility.

3. Westinghouse, at no initial cost to Bristol, will construct a 12-inch sewerage line with manholes at 400 foot intervals from the western boundary of the Westinghouse site to the eastern boundary of the Park. The to the aforesaid sewerage line and manholes, once completed, will vest in Bristol.

4. The aforesaid sewerage line will be designed and constructed by Westinghouse, or its assigns, so as to permit connection of the line with the sewerage lines built by Bristol in the Park.

5. Westinghouse will be permitted to recoup the costs, in excess of \$20,000.00, of constructing the sewerage line and manholes by a reduction of 75% of the normal sewerage rates paid Bristol for sewerage services to the Westinghouse facility. Should Bristol at any time permit any other user to connect to the sewerage line constructed by Westinghouse pursuant to the provisions of this Agreement, Bristol will pay Westinghouse, until such time as Westinghouse recoups all costs, in excess of \$20,000.00, for the construction of said line and manholes, a sum equal to the product of the following fraction:

$$\frac{\begin{array}{l} \text{the number of feet of sewerage} \\ \text{line parallel to the property} \\ \text{of the user connecting to the} \\ \text{sewerage line constructed by} \\ \text{Westinghouse} \end{array}}{\begin{array}{l} \text{the number of feet of sewerage} \\ \text{line constructed by Westinghouse} \\ \text{measured from the eastern boundary} \\ \text{of the Park to the western boundary} \\ \text{of Westinghouse's site} \end{array}} \times (\text{the costs of the line, less } \$20,000.00)$$

Bristol reserves the right to prepay at any time any sums due Westinghouse as a result of the provisions of this paragraph permitting Westinghouse to

recover the costs, in excess of \$20,000.00, of constructing the sewerage line and manholes. Once Westinghouse has recovered all costs in excess of \$20,000.00 incurred by it in the construction of the sewerage line and manholes, Westinghouse will thereafter pay normal sewerage rates to Bristol, or its assigns. Nothing contained herein shall be construed as requiring Bristol to permit other users to connect to the sewerage line constructed by Westinghouse pursuant to the provisions hereof.

6. The normal sewerage rates to be paid by Westinghouse to Bristol shall be equal to rates being charged other industries for sewerage service by Bristol. Bristol reserves the right to change, modify and alter from time to time the normal sewerage rates being charged by it to Westinghouse provided that any such changes, modifications or alterations shall be applicable to all industries being provided sewerage service by Bristol.

7. All right-of-ways required for the construction of the aforesaid sewerage line and manholes by Westinghouse shall be acquired by Bristol.

8. All sewerage discharged from the Westinghouse facility shall be domestic equivalent sewerage.

9. Bristol will complete the construction of the sewerage facility to be constructed by it pursuant to the provisions of paragraph 1 hereinabove prior to or at the same time Westinghouse completes the construction of the Westinghouse facility.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agree-

ment to be executed the day and year first hereinabove written.

WESTINGHOUSE ELECTRIC CORPORATION

By: E. H. Linn
Vice President

CITY OF BRISTOL, VIRGINIA

By: A. J. Anderson Jr.
MAYOR

(ATTEST)

L. G. Anthony
CITY CLERK

EXHIBIT C

THIS SUPPLEMENTAL AGREEMENT made and entered into in duplicate this ___ day of October, 1970 by and between WESTINGHOUSE ELECTRIC CORPORATION, hereinafter referred to as "Westinghouse", and CITY OF BRISTOL, VIRGINIA, hereinafter referred to as "Bristol".

WITNESSETH:

WHEREAS, the parties hereto have previously entered into an agreement dated February 26, 1969 providing for sewerage service to a manufacturing facility being built by Westinghouse in Washington County, Virginia, which agreement is and remains in full force and effect; and

WHEREAS, Westinghouse desires the 12-inch sewerage line, built for Westinghouse from the eastern boundary of the property being developed by Bristol known as "The Industrial Park" to the western boundary of the aforementioned land owned by Westinghouse, be extended for a distance of 1615 feet with manholes at 400 foot intervals, under and along the right-of-way of the Norfolk & Western Railway Company, located 17 1/2 feet from and parallel to the center line of said Railway Company's main track between mile post N-398+2419' and mile post N-398+4334' as shown by said Railway Company's Part Plan V-10-VA 125, the said extended line terminating at a point on said right-of-way adjoining the aforementioned land of Westinghouse; and

WHEREAS, Westinghouse is willing to pay the entire cost estimated to be \$9,460.00 of the construction and installation of said sewerage line extension, which, upon its completion, will be the sole property of Bristol;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

EXHIBIT D

THIS AGREEMENT, dated for identification February 18, 1993, between **WASHINGTON COUNTY, VIRGINIA**, (hereinafter "**COUNTY**"), a political subdivision of the Commonwealth of Virginia, and **THE CITY OF BRISTOL, VIRGINIA**, (hereinafter "**CITY**"), a municipal corporation incorporated under the laws of the Commonwealth of Virginia;

WITNESSETH:

THAT the **CITY** is willing to install, maintain and operate a sewer line from the Bristol-Washington County Industrial Park to sewer transmission lines in the **CITY**,

THAT the current "201 Plan" for the **CITY/COUNTY** drainage area provides **COUNTY** has a need for capacity in the Bristol, Virginia-Tennessee sewer treatment plant (hereinafter "Wastewater Treatment Plant") in the quantities set forth on Exhibit A (hereinafter "Exhibit A - Capacities") and it is agreed that County shall pay the sum of \$554,000.00 for Exhibit A capacity.

THAT the **CITY** would normally charge all sewer customers resident outside of its jurisdictional borders one hundred fifty percent (150%) of the rates and fees charged to resident customers (hereinafter "non-resident fee"), in addition to other extra charges for "strong waste" and other conditions.

THAT **COUNTY** wishes **CITY** to provide sewer service to the non-resident sewer customers on the sewer line to the Bristol-Washington County Industrial Park for ten years from the date of this agreement and is willing to pay **CITY** an additional sum of **NINE HUNDRED NINETY-SEVEN THOUSAND SEVEN HUNDRED THIRTY-FOUR (\$997,734.00) DOLLARS** on the terms set out in this Agreement for a ten year waiver of the non-resident fee to Washington County resident customers who receive sewer service through this sewer line.

THEREFORE, in consideration of **TEN DOLLARS (\$10.00)** cash paid by each party to the other, and other valuable considerations, including but not limited to the benefits to each party from the mutual promises here made, which consideration has been received and is sufficient, the parties do promise and agree as follows:

1. CITY shall build a sewer line of its own design and at its own expense, except as indicated in paragraph 3, from the Bristol-Washington County Industrial Park to transmission lines connected to the Wastewater Treatment Plant. CITY will own, maintain and operate that sewer line to provide sewer service to customers in the Bristol-Washington County Industrial Park and to such other customers who may and do connect to said transmission line along its course.

2. COUNTY shall pay CITY the sum of **FIVE HUNDRED FIFTY-FOUR THOUSAND (\$554,000.00) DOLLARS** within ninety (90) days of execution of this Agreement for Exhibit A Capacities in the Wastewater Treatment Plant on Boone Lake from all Washington County, Virginia sources.

3. Subject to an annual appropriation, COUNTY shall contribute to CITY an additional sum of **NINE HUNDRED NINETY-SEVEN THOUSAND SEVEN HUNDRED THIRTY-FOUR (\$997,734.00) DOLLARS**, without additional interest to contribute to the CITY's repayment of principal and interest on a bond issue incurred by City to finance the sewer line construction in equal yearly installments of **NINETY-NINE THOUSAND SEVEN HUNDRED SEVENTY THREE AND 40/100 (\$99,773.40) DOLLARS** on or before August 1, 1993 and each year thereafter for a total of ten payments. If COUNTY fails to appropriate funds for any contribution due pursuant to this Agreement, this contract will terminate immediately. In the event of such termination, COUNTY will, if purchase has in fact been made for capacity, continue to have all of its purchased capacity in the Wastewater Treatment Plant but CITY will otherwise be relieved of any future obligations arising from this contract.

4. In consideration of performance of paragraph 3, CITY shall waive imposition of a nonresident fee on any customer who is served by the sewer transmission line to be built between the City of Bristol, Virginia and the Bristol-Washington County Industrial Park for each year for ten years from the date of this Agreement.

5. CITY shall be free to impose as a matter of contract and as a condition precedent to commencement or continuation of sewer service to any individual customer all of the rules and

regulations imposed upon sewer customers of CITY generally, including without limitation, the specific provisions of the CITY's sewer use ordinance.

6. This Agreement is executed by Joe Derting, the Chairman of the Washington County Board of Supervisors on authority granted to him to sign and bind COUNTY by action of the Washington County Board of Supervisors at its meeting on March 23, 1993. This Agreement is signed by Jerry A. Wolfe, Mayor of the City of Bristol, Virginia, on authority granted to him by action of the City Council for the City of Bristol, Virginia authorizing him to sign and bind CITY to this agreement at its meeting on April 27, 1993.

WITNESS the signatures and seals of the Chairman of the Board of Supervisors on the 5th day of April, 1993 and the Mayor of the City of Bristol, Virginia on the 28th day of April, 1993.

COUNTY OF WASHINGTON, VIRGINIA

By

Joe W Derting

Chairman, Washington County Board of Supervisors

CITY OF BRISTOL, VIRGINIA

By

Jerry Allen Wolfe

Mayor

Attest:

[Signature]

STATE OF VIRGINIA

COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me this 5th day of April, 1993 by Joe Derting, Chairman of the Washington County Board of Supervisors, on behalf of the Board.

Shirley M. Skifford CFS
Notary Public

My commission expires: Sept. 30, 1994

STATE OF VIRGINIA

CITY OF BRISTOL

The foregoing instrument was acknowledged before me this 28th day of April, 1993, by Jerry Wolfe, Mayor of the City of Bristol, Virginia, on behalf of the CITY.

Kathleen E. E. R.
Notary Public

My commission expires: 6/30/93

Exhibit A

**ALLOCATIONS OF CAPITAL COSTS
AND TREATMENT CAPACITY
IN THE RENOVATED AND EXPANDED
BRISTOL WASTEWATER TREATMENT PLANT**

Design of the renovated Bristol WWTP was based on the hydraulic, organic and solids loadings projected in the June 1985 Supplement and Revision to Wastewater Treatment Facilities Plan, Bristol 201 Planning Area. That document presented the following design loadings for each of the affected governmental entities:

	Flow (MGD)	BOD (LBS/DAY)	TSS (LBS/DAY)
Bristol, VA	5.281	12,570	12,899
Washington Co., VA	0.572	1,480	1,557
Bristol, TN	6.364	8,490	8,907
Sullivan Co., TN	<u>2.754</u>	<u>4,380</u>	<u>4,612</u>
TOTALS	14.971	26,920	27,975

The proposed allocation method considers that the current 15 MGD plant was constructed in two phases- one in 1972 and one in 1990- and that the costs of those two phases can be added together on a present worth basis. In outline form this method incorporates procedures to:

- Evaluate past capital payments on a Present Worth (PW) basis.
- Determine total present worth of local share of renovated 15 MGD plant (original plant plus renovation).
- Allocate present worth on Flow/BOD/TSS basis;
 - 30/40/30 for PW of original plant,
 - As appropriate for unit processes for renovation.
- Allocate present worth to cities and counties on Flow/BOD/TSS basis as per needs of 201 plan.
- Credit Bristol VA and Bristol TN for PW of past payments.

The local share Present Worth of the 15 MGD WWTP is the Present Worth of the 1972 local share plus the Present Worth of the 1990 local share.

Considering the current projects to have occurred in 1990 the Present Worth of the local share of the renovation project is \$7,844,245.

The local share Present Worth of the 1972 project adjusted on the basis of the Engineering News Record Construction Cost Index is

$$\$3,958,994 (4734.9/1772) = \$10,623,240$$

A review of the historical record through fiscal year 1990 indicates that on a present worth basis Bristol VA has paid 54.75% or \$5,816,220 and Bristol TN has paid 45.25% or \$4,807,020 of the local share capital cost of the 1972 project. So that this ratio does not change it is recommended that these percentages be fixed at the same respective values for the remaining years of the joint debt payments on the 1972 project.

Total local share Present Worth of the 15 MGD WWTP is calculated from the above as:
 $\$7,844,245 + \$10,623,240 = \$18,467,485$

(Note that Total Present Worth of the facility is \$37,846,000.)

Costs may be allocated on a Flow/BOD/TSS basis as follows:

	\$	F/B/S	Flow	BOD	TSS
Original WWTP	10,623,240	30/40/30	3,186,970	4,249,300	3,186,970
Renovation					
Main Pump Sta.	327,240	100/0/0	327,240	----	----
Grit Chamber	158,850	100/0/0	158,850	----	----
Primary Clarifier	369,260	0/35/65	----	129,240	240,020
Biotower & Pumps	1,270,510	10/90/0	127,050	1,143,460	----
Blowers	18,885	0/100/0	----	18,885	----
Secondary Clarifiers	952,910	0/65/35	----	619,390	333,520
Sludge Pumps	146,855	0/45/55	----	66,085	80,770
Chlorine	30,940	100/0/0	30,940	----	----
Yard Piping	472,205	30/40/30	141,660	188,885	141,660
Misc.	351,080	30/40/30	105,325	140,430	105,325
DAF and Belt Press	370,170	0/45/55	----	166,575	203,595
Compost System	3,375,340	0/45/55	----	1,518,905	1,856,435
TOTALS (\$)	18,467,485		4,078,035	8,241,155	6,148,295
UNITS OF PLANT CAPACITY (MGD,LBS,LBS)			14,971	26,920	27,975
COST PER UNIT OF CAPACITY			\$272,396/MGD	\$306.14/LB	\$219.78/LB

Each governmental entity's portion of the local share costs of the renovation and expansion of the Bristol Wastewater Treatment Plant and Compost Production Facility can be calculated by applying the above unit costs to each entity's allocation of treatment capacity.

	Flow	BOD	TSS	Total Present Worth Cost of Allocated Capacity	Less Present Worth Paid for Original Plant	Net Local Share Costs of Plant Renovation and Expansion
Bristol VA						
Units	5.281	12570	12899			
\$	1,438,520	3,848,120	2,834,920	8,121,560	5,816,220	2,305,340
Wash. Co.						
Units	0.572	1480	1857			
\$	155,810	453,080	342,190	951,080	-0-	951,080
Virginia						
Units	6.863	14050	14458			
\$	1,594,330	4,301,200	3,177,110	8,072,640	5,816,220	3,256,420
Bristol TN						
Units	6.364	8490	8907			
\$	1,739,530	2,599,090	1,957,560	6,290,180	4,807,020	1,483,160
Sullivan Co.						
Units	2.754	4380	4812			
\$	750,180	1,340,870	1,013,620	3,104,670	-0-	3,104,670
Tennessee						
Units	9.118	12970	13519			
\$	2,483,710	3,939,960	2,971,180	8,384,850	4,807,020	4,597,830
TOTAL (\$)	4,078,035	8,241,155	6,148,295	18,467,485	10,623,240	7,844,245

Handwritten notes:
 - 1776
 - 1776
 - 1776

EXHIBIT E

THIS AGREEMENT made this 25th day of May, 1993, by and between the WASHINGTON COUNTY SERVICE AUTHORITY, a corporate body politic organized under the laws of the Commonwealth of Virginia and the BRISTOL VIRGINIA UTILITIES BOARD and the CITY OF BRISTOL, VIRGINIA.

W I T N E S S E T H :

WHEREAS, the "Virginian" has caused to be developed a golf course and residential community lying and being within Washington County, Virginia, and

WHEREAS, the developers are desirous of providing sanitary sewer services to said development, and

WHEREAS, the developers have determined that they will design and build a sanitary sewer system for said development and an interceptor to the closest point where said sewage can be discharged into the Bristol Virginia sewer line, and

WHEREAS, the Bristol Virginia Utilities Board and the City of Bristol have a facility which can treat said sewage, and

WHEREAS, the parties are desirous that said interceptor be run from the Virginian development to the closest point where said interceptor may be connected to the Bristol Virginia sewer system, and

WHEREAS, once said system is designed and built, it is the intention of the Virginian development to transfer ownership of said system and interceptor to the Washington County Service Authority.

THEREFORE, in consideration of the mutual promises made to each party herein and TEN DOLLARS (\$10.00) cash in hand paid, the parties agree as follows:

1. That once the system has been designed and built to the specifications of the Washington County Service Authority that the Service Authority shall own and maintain said system.

2. That the Bristol Virginia Utilities Board and the City of Bristol agree that they shall accept at the point where the interceptor and the Bristol Virginia sewer system connect, said sewage as may be generated along said line for a fee calculated as follows: (a) A minimum fee of \$83.34 per month once flow begins. (b) A usage fee at the existing residential rate per 1,000 gallons as established by City Ordinance for customers outside the City limits; this fee shall be no greater than 1.5 times the City residential rate per 1,000 gallons for a period of five (5) years from the date flow begins. The City will not increase the rates outside the City above the level of 1.5 times the rate paid by customers inside the City after the aforesaid 5-year period unless the City determines that the cost of service

justifies a greater factor because the system is being subsidized from the City's general funds.

3. That a meter shall be installed at said intersection at the expense of the Virginian which shall thereafter be owned and maintained by the Bristol Virginia Utilities Board through which all sewage generated on said line shall pass.

4. That the Bristol Virginia Utilities Board shall bill the Washington County Service Authority on a monthly basis for the usage as shown on said meter and at the rate heretofore set out in paragraph 2 and the Washington County Service Authority shall bill its customers in said development or along said interceptor at the rate charged by the City of Bristol, plus an amount necessary for the materials and other costs involved in the operation of said sewer system.

5. That the interceptor shall connect with the current Bristol Virginia sewer system at existing manhole No. 2 located approximately 560 feet southwest of Kingmill Pike and 25 feet north of Sinking Creek.

6. That the parties agree that nothing in this Agreement shall preclude the Washington County Service Authority from securing other customers in said development or along said interceptor and that any customers so obtained shall be susceptible to the rules and regulations in terms

of the discharge of sewage into said system of the Washington County Service Authority and the Bristol Virginia Utilities Board.

7. Washington County Service Authority shall adopt regulations concerning the use of said sewer system in conformity with those regulations in effect for the Bristol Virginia Utilities Board.

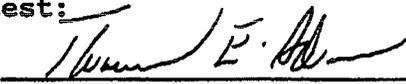
8. That this Agreement shall continue indefinitely and can only be amended or suspended by mutual agreement of the parties.

BRISTOL VIRGINIA UTILITIES
BOARD

By

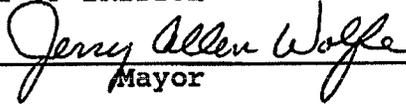

Chairman

Attest:

By 

CITY OF BRISTOL

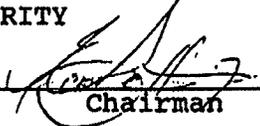
By


Mayor

Attest:

By 

WASHINGTON COUNTY SERVICE
AUTHORITY

By 
Chairman

Attest:

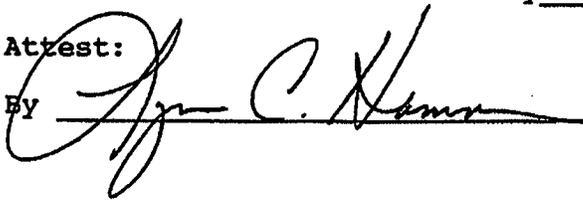
By 

EXHIBIT F

A G R E E M E N T

THIS AGREEMENT, made in triplicate as of the 31st day of JULY, 1996, by and between CITY OF BRISTOL, a Virginia municipality, doing business as the Bristol Virginia Utilities Board, hereinafter referred to as "The City"; WASHINGTON COUNTY SERVICE AUTHORITY, a public body politic and corporate, organized and authorized to do business under the Code of Virginia, hereinafter referred to as "The Authority"; and the COUNTY OF WASHINGTON, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "The County"; is entered into as a result of and in reliance upon the following recited premises:

A. The City previously assumed a contractual obligation to make sewerage service available to Clear Creek Golf Club and its adjoining residential subdivision, hereinafter referred to as "The Complex," which Complex is presently situated in the County, outside the City's corporate limits. To fulfill such obligation, it is necessary for The City to install a new sewer transmission line, hereinafter referred to as "the new main line", joining The Complex with The City's existing main transmission line which moves sewerage to the Wastewater Treatment Plant in Sullivan County, Tennessee, operated jointly by The City and the City of Bristol, Tennessee.

B. In constructing said new main line, The City could choose either a shorter route or a longer route. The shorter route would be cheaper to construct, but is uphill, requiring a pump station with a forced main, to

which lateral lines could not be connected, due to laws of physics. The longer route would be more expensive to construct, but would be down-hill and would use a gravity-flow line, to which lateral lines could be attached, wherever needed and permitted. Initial, preliminary engineering estimates indicated that the longer route might cost approximately \$500,000.00 more to construct than the shorter route.

C. The availability of sewer service should enhance the economic development of property along the route where a gravity flow line is installed, thereby increasing property tax revenues to the political subdivision in which such property lies.

D. Substantially all of the property along which the gravity-flow new main line would pass, after leaving The Complex, lies in the County, to whom the benefit of such increased tax revenue would inure.

E. Representatives of all three parties to this agreement determined that The County's participation in the cost of constructing the new main line would be of long-range benefit to all three parties and to their citizens and rate payers.

NOW, THEREFORE, in consideration of the premises, and of the mutual benefits to be derived therefrom, the parties covenant and agree as follows:

1. The City will cause the aforementioned new main line to be constructed along the aforementioned longer route, where the

sewerage can flow by gravity from The Complex to the terminus of The City's existing main transmission line, near the intersection of Clear Creek Road with Lee Highway in the City.

2. The Authority will pay to The City the fixed sum of \$500,000, to defray The City's cost of constructing said new main line, without regard to whether such construction costs exceed or are less than the aforementioned engineering estimates. Said sum of \$500,000 shall be paid in the following amounts on the dates indicated:

Date	Amount
August 1, 1996	\$200,000
December 1, 1997	\$100,000
December 1, 1998	\$100,000
December 1, 1999	\$100,000
Total	\$500,000

3. The County agrees to pay to the Authority the \$500,000.00 as provided in Paragraph 2, above. The County shall appropriate \$200,000 to the Authority for the foregoing payment due on August 1, 1996, and while it is not empowered to make any binding commitment beyond the County's current fiscal year, it is the intention of the current Board of Supervisors to appropriate other necessary funds to The Authority, by the times and in the amounts indicated in the immediately preceding paragraph, so that such appropriated funds can be used by The Authority to make the foregoing payments to The City on a timely basis.

4. Said new main sewer line shall be owned, operated and maintained by The City.

5. At its own expense, The Authority shall have the right to connect lateral service or collector lines, hereinafter referred to as "lateral lines", which The Authority might elect to construct at various places on said new main line within the County. All lateral lines must be constructed and connected in such manner as will minimize inflow and infiltration of ground water. To insure such quality, The City shall have the right to inspect all lateral lines, before ditches are backfilled, also before and immediately after each lateral line is connected to The City's new main line. The City will have the right to reject any connection or proposed connection at the time of connection, or any time thereafter, when such lateral line and/or connection fails to comply with Bristol Virginia Utilities Board's specifications, which meet the sewerage industry's highest standards for prevention of inflow and infiltration, and which have been approved by Virginia Department of Health. Any lateral line so rejected by The City must be immediately disconnected by The Authority and remain disconnected until the lateral line and/or connection has been brought into compliance with such standards. If the parties are unable to agree on whether a lateral line and its connection conform to such standards, the dispute will be arbitrated by Wiley and Wilson, Engineers, or other mutually acceptable civil engineering firm. All expenses pertaining to such arbitration shall be borne by the party who is adverse to the prevailing party.

6. Subject to the provisions of following paragraph numbered 7, any lateral lines constructed by The Authority shall be owned,

operated and maintained by The Authority. The Authority shall be entitled to collect connection fees and usage fees from customers served by the lateral lines, as The Authority deems appropriate.

7. The Authority's individual customer connections to the lateral lines must be subject to approval by The City to minimize inflow and infiltration, the same as provided for lateral connections to the new main line in the preceding paragraph numbered 5. As a condition precedent to any customer commencing or continuing to be served by any lateral line, The Authority must impose a contractual obligation for the customer to faithfully comply with all of The Authority's and City's rules and regulations pertaining to the discharge of sewerage into The City's sewerage system, including, without limitation, specific provisions of The City's sewer use ordinances.

8. For a period of ten years from completion of the main sewer line, The Authority will pay The City a monthly fee for all sewerage discharged into The City's main sewer line from lateral lines owned by The Authority, in the same total amount which The City would have been entitled to collect if it were directly serving The Authority's customers. Such amount will be determined by using a rate per thousand gallons plus a fixed charge for each customer usage fee and fixed charge which The City would be entitled to collect from comparable customers located within the City. During said ten year period, no premium or surcharge will be added to such rates for service outside the City. User fees charged by The City shall be based upon water consumption, where

feasible. Where necessary to determine volume, master meters will be installed where the lateral line connects to the main line. Such meter installations, if any, will be installed and maintained by the City, at The Authority's expense.

9. It is understood and agreed that any sewerage discharged from lateral lines owned by The Authority (but excluding the volume of sewerage flowing from the Clear Creek complex) shall be considered part of the 562,000 gallon capacity in The City's wastewater treatment system which the County acquired by prior agreement.

10. It is understood and agreed that The County will not be required to adopt an ordinance making it mandatory for customers to connect to sewer lines, which are the subject of this agreement, and The County does not now contemplate adopting such an ordinance. The City shall not have the right to require County residents to connect to such sewer lines.

WITNESS the official signatures and seals of the parties, subscribed and affixed by their duly authorized officers, as of the day, month and year first above written.

ATTEST:

By



CITY OF BRISTOL, VIRGINIA

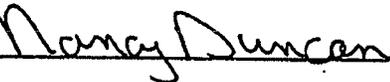
By



Mayor

ATTEST:

By



COUNTY OF WASHINGTON, VIRGINIA

By



Chairman, Board of Supervisors

WASHINGTON COUNTY SERVICE AUTHORITY

ATTEST:

BY *Louise C. Sidney*

By *[Signature]*
Chairman

STATE OF VIRGINIA:

CITY OF BRISTOL:

The foregoing instrument was acknowledged before me this 23rd day of July, 1996 by Jerry Wolfe, Mayor of the City of Bristol, Virginia, on behalf of the City.

My commission expires: December 31, 1998.

Louise C. Sidney
Notary Public

STATE OF VIRGINIA:

COUNTY OF WASHINGTON:

The foregoing instrument was acknowledged before me this 26th day of July, 1996 by Joe W. Denting Chairman of the Washington County Board of Supervisors, on behalf of the Board.

My commission expires: December 31, 2000.

Cecile M. Rosentraum
Notary Public

STATE OF VIRGINIA:

COUNTY OF WASHINGTON:

The foregoing instrument was acknowledged before me this 31st day of JULY, 1996 by GERALD W. COLK, Chairman of Washington County Service Authority, on behalf of the Authority.

My commission expires: DECEMBER 31, 1998.

Byron Richards
Notary Public

	<u>PSE Doc #</u>
Deed – Harlow Street (Quesenberry/Crusenberry)/30-4-8-2,3,4,4A,5,5A,6 City of Bristol	866203
Deed – Cook property (water tower site)/335-A-8A/City of Bristol	865,799
Deed – Virginia Hills Substation (White property)/308-2-1/City of Bristol	865,964
Deed – Musser property (Bristol View Dr. water tank)/375-A-1, 375-2-1-1A,11-1-3/City of Bristol	865,820
Assignment of Agreements with Exhibits A to F	865,126
Deed – West Bristol Substation (Denton property)/374-A-2/City of Bristol, formerly Washington County	865,564
Deed – Reynolds property/142-A-40A/Washington County	865,589
Deed – Loyd property/270-A-3,230-3-14/Washington County	865,582
Deed – Aerus (Electrolux) property/142-A-42/City of Bristol	865,402
Deed – Parsons property 142-A-38A/City of Bristol & Washington Co.	865,374
Deed – Par Ventures property/142A-A-42/Washington County	865,382
Deed – Aven property (raw water intake)/167-1-B and C/Washington Co.	865,222
Deed – Water Treatment Plant/126-A-31/Watauga Rd/Washington Co.	864,671
Deed of Easements and Rights of Ways– Raw Water Intake/167-1-A/Washington Co.	864,679
Deed – King Ridge substation 142-A-9/Washington Co.	864,676
Deed – Mary Jones property/270(A)2 and 162A-1A City of Bristol and Washington Co.	864,678
Deed – Water Sludge Pond/126-A-29A/Washington Co.	864,677
Deed – Campground Road/160A-A-23/Washington Co.	864,670
Deed – 812 Fairview Street/29-4-8-B1/City of Bristol	864,699

Easement – Valley Substation/137A-A-2-2/City of Bristol	864,861
Deed – Jonesboro Water Tank 2/104C2-A-15A/Washington Co.	864,672
Deed – Jonesboro Water Tank/104C2-A-16/Washington Co.	864,673
Deed – Exit 7 (Shupe condemnation)/P/O 104C2-A-15A/Washington Co.	864,681
Deed – Valley Substation/137A-2-2/Washington Co.	864,853
Deed – Valley Substation Right of Way/137A-2-2/Washington Co.	864,856
Assignment of Agreement – Wolf Hills easement/Washington Co.	864,982

**CITY COUNCIL
AGENDA ITEM SUMMARY**

Meeting Date: September 24, 2019

Department: City Clerk

Staff Contact: Nicole Storm,

AGENDA ITEM WORDING:

Appointment to Planning Commission.

ITEM BACKGROUND:

Todd Buchanan resigned his seat on the Planning Commission effective 9/12/19. Council interviewed a number of applicants to the Planning Commission and Industrial Development Authority in August. Council may elect to appoint one of the recently interviewed applicants, or request that the opening be readvertised and considered at an upcoming meeting.

PREVIOUS RELEVANT ACTION:

STAFF RECOMMENDATION:

Make an appointment to the Planning Commission for a term ending 6/30/20.

DOCUMENTATION:

**CITY COUNCIL
AGENDA ITEM SUMMARY**

Meeting Date: September 24, 2019 Department: Finance

Staff Contact: Tamrya Spradlin, Chief Financial Officer

AGENDA ITEM WORDING:

Supplemental Appropriation Request

ITEM BACKGROUND:

On May 28, 2019, the Bristol Virginia City Council adopted the FY20 Budget. The above items are an additional appropriation to the original budget.

PREVIOUS RELEVANT ACTION:

May 28, 2019, the adoption of the FY20 Budget

STAFF RECOMMENDATION:

Staff recommends that Council approve the supplemental appropriation as listed.

Fire Department Grants

Appropriate funds received as reimbursement from VDEM for the deployment of the Swiftwater Team.

Expenditure	4-001-32030-5535	Travel-Swiftwater Rescue	\$10,110
Revenue	3-001-24010-0082	Dept. of Emg. Mgmt.-Swiftwater	\$10,110

DOCUMENTATION:

[BS Backup Information 09-24-2019.pdf](#)



CITY OF BRISTOL VIRGINIA

300 Lee Street, Bristol, Virginia 24201

TO: Tamrya Spradlin, CFO

FROM: Mike Armstrong, Fire Chief

RE: Supplemental Budget Appropriation Request FY 2019-2020

DATE: September 10, 2019

We are requesting that the following budget supplemental appropriation be presented and approved at the next Council meeting.

Reason for request: From September 5th – September 8th, 2019, five personnel from the Fire Department's Swiftwater Team was deployed to assist with rescue efforts for Hurricane Dorian. We will be receiving reimbursement funds from VDEM to cover expenses such as meals, fuel, hours worked by those deployed, and backfill overtime.

Amount: \$10,109.41

Revenue: 3-001-024010-0082

Expenditure: To include 4-001-32010-5530 as well as salary and overtime grant line items
32030-5535

Signature: Mike Armstrong

**CITY COUNCIL
AGENDA ITEM SUMMARY**

Meeting Date: September 24, 2019 Department: Finance

Staff Contact: Tamrya Spradlin, Chief Financial Officer

AGENDA ITEM WORDING:

Budget Transfers

ITEM BACKGROUND:

On May 29, 2019, the Bristol Virginia City Council adopted the FY20 Budget. The above items are transfers within the City's General Fund, and between funds for Bristol Virginia Public Schools.

PREVIOUS RELEVANT ACTION:

May 29, 2019, the adoption of the FY20 Budget

STAFF RECOMMENDATION:

Staff recommends that Council approve the budget transfers as listed.

From School Local Capital Projects Fund to School Operating Fund

Approve the transfer of budgeted monies from the School Local Capital Projects Fund to the School Operating Fund to fund two maintenance positions. This is a transfer of appropriations; no additional local monies are required.

Decrease	4-001-61010-9205	School Transfers-Capital Fund	\$86,000
Increase	4-001-61010-9200	School Transfers-Operating Fund	\$86,000

DOCUMENTATION:

[BT BACKUP 09-24-2019.pdf](#)



BRISTOL VIRGINIA PUBLIC SCHOOLS

220 Lee Street
 Bristol, Virginia 24201
 (276) 821-5600 – Fax (276) 821-5601

Keith Perrigan, Ed.D.
 Superintendent

Gary Ritchie
 Assistant Superintendent

Bristol Virginia School Board

Steve Fletcher, Chair
 Ronald Cameron, Vice Chair
 Randy Alvis
 R. Tyrone Foster
 Randall White

September 11, 2019

Mr. Randall Eads, City Manager
 City of Bristol Virginia
 300 Lee Street
 Bristol, Virginia 24201

Dear Mr. Eads:

On Monday, September 9, 2019, the Bristol Virginia Public Schools received tentative approval from Council to move \$86,000 of the \$100,000 July 1, 2019 capital appropriation/transfer from the Local Capital Projects Fund account to the General Fund account in order to fund two additional maintenance positions.

The Bristol Virginia School Board respectfully requests formal approval of the following:

General Fund

Revenue	1-1-001-5-0000-00-50000-0000-4	Transfer from Local Capital Projects Fund	\$ 86,000
Expenditure	1-1-001-9-6000-00-64200-1160-5	Maintenance Wages	(60,200)
Expenditure	1-1-001-9-6000-00-64200-2100-5	Maintenance Wages	(25,800)
Reflects transfer from Local Capital Projects Fund to fund two maintenance positions as discussed during Joint Meeting on September 9, 2019. No additional local contribution required for FY 2020.			

Local Capital Projects Fund

Expenditure	7-1-002-9-9000-00-66600-8200-5	Capital Expenditure	\$86,000
Expenditure	7-1-001-9-9000-00-67200-9400-5	Transfer to General Fund	(86,000)
Reflects transfer from Local Capital Projects Fund to fund two maintenance positions as discussed during Joint Meeting on September 9, 2019. No additional local contribution required for FY 2020.			

Approval of this request will increase the General Fund appropriation to \$29,129,468. There will be no change to the Local Capital Projects Fund appropriation.

September 11, 2019

The Board and I thank you for your continued support.

Sincerely,



Keith S. Perrigan, Ed.D.
Superintendent

cc: Members, City Council
Members, School Board
Tamrya Spradlin, Chief Financial Officer

July 9, 2019

AYES: Farnum, Mumpower, Hartley, Osborne.
ABSTAIN: Wingard.

City Manager Randall Eads read the ordinance by caption only.

TITLE: CREATING REGULATIONS ADDRESSING OVERNIGHT RECREATIONAL DEVELOPMENT; AN ORDINANCE AMENDING ARTICLE II ZONING OF THE CITY CODE FOR BRISTOL VIRGINIA; CREATING A NEW SECTION 50-177: OVERNIGHT RECREATIONAL DEVELOPMENT STANDARDS UNDER DIVISION 10 -- SUPPLEMENTAL REGULATIONS IN ADDITION TO ADDING DEFINITIONS UNDER SECTION 50-28 AND REVISING AND ADDING OVERNIGHT RECREATIONAL DEVELOPMENT AS A PERMITTED USE IN SECTION 50-109 AND 50-123.

Mr. Farnum made a motion for adoption of the ordinance. Vice-mayor Hartley seconded the motion. The motion carried by the following votes:

AYES: Farnum, Mumpower, Hartley, Osborne.
ABSTAIN: Wingard.

3. Consider second reading and adoption of an Ordinance to Amend Chapter 70 of the City Code, relating to collections.

City Manager Randall Eads said that Council had identified items to update in the ordinance that were not included in the copy provided for second reading. City Manager Randall Eads said that it would be best to table the item until a final review could be completed. Mr. Farnum made a motion to table the item until the next meeting which was seconded by Mr. Mumpower. The motion carried by the following votes:

AYES: Farnum, Mumpower, Wingard, Hartley, Osborne.

4. Consider a supplemental appropriation of \$100,000 to the Bristol Virginia Public Schools Capital Project FY20 Budget.

City Manager Randall Eads said the supplemental appropriation was the second payment to BVPS that was approved by Council on May 14, 2019. Vice-Mayor Hartley made a motion to appropriate \$100,000 to the Bristol Virginia Public Schools Capital Project Fund. Council members discussed capital funding and maintenance procedures at length. Chief Financial Officer Tamrya Spradlin said that the appropriation would be made from unassigned fund balance. Mayor Osborne asked Nancy Marney if she wanted to speak. Nancy Marney spoke about accountability. Mayor Osborne asked for a roll call on the motion made by Vice-Mayor Hartley which carried by the following votes:

AYES: Farnum, Mumpower, Wingard, Hartley, Osborne.

5. Consider closed session pursuant to §2.2-3711.A1, Code of Virginia 1950, as amended. Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body (appointments).

Mayor Osborne asked for a motion to go into closed session which was made by Mr. Farnum

**CITY COUNCIL
AGENDA ITEM SUMMARY**

Meeting Date: September 24, 2019

Department: City Clerk

Staff Contact: Nicole Storm,

AGENDA ITEM WORDING:

Purchase Requisitions of \$131,401

ITEM BACKGROUND:

Consider approval of purchase requisitions totaling \$131,401 for the following: Sheriff's Department; August Inmate Housing \$82,000 Police Department; Vehicle Equipment \$33,378 Fire Department; Turnout Gear (6) \$16,023

PREVIOUS RELEVANT ACTION:

STAFF RECOMMENDATION:

Approve.

DOCUMENTATION:

[BVSO August 2019.pdf](#)

[BVPD Vehicle Equipment Purchase Rew.pdf](#)

[BVFD FF Purchase Req.pdf](#)



City of Bristol Virginia Department Purchase Requisition Form

Date of Requisition	
Department Name:	Bristol VA Sheriff's Office
Purpose/Description	Inmate Housing August2019

Vendor Ordered/Purchased From	Southwest VA Regional Jail Authority
Payment to: please check one	<input checked="" type="checkbox"/> Vendor <input type="checkbox"/> paid by City Credit Card

Purchase Order #		A purchase order is required if the amount purchased is over \$500. A purchase order is to be obtained before making purchase
Invoice Number:		
Invoice Date:		
Authorized for Payment	Capt D Collins	

Material & Description	Charge to			Unit Price	QTY (#)	AMOUNT
	Fund	Dept.	Account #			
Inmate Housing Aug 2019		33010	3142	80,000.00		80,000.00
Medical Expense		33010	3143	2,000.00		2,000.00
Total						82,000.00

Fiscal Year Budget 2019-2020 700,000

Budget Remaining After Purchase 361,130

Department Approval:		Approval Level Up to \$5,000
CFO Signature:		Up to \$10,000
City Manager Signature:		Up to \$15,000
Council Approved Date	9/13/19	Over \$15,000
Quotes Attached	_____	rev 12/06/2017
Packing Slip/Bill of Lading Attached	_____	Don @ 9-13-19



City of Bristol Virginia Department Purchase Requisition Form

Date of Requisition	Wednesday, September 11, 2019
Department Name:	Police
Purpose/Description	6 In-Car Video Systems for new 2020 Police Vehicles

Vendor Ordered/Purchased From	Kustom Signals, 9652 Loiret Blvd., Lenexa, KS 66219-2406		
Payment to: please check one	<input checked="" type="checkbox"/> Vendor	<input type="checkbox"/> paid by City Credit Card	

Purchase Order #	30398	A purchase order is required if the amount purchased is over \$500. A purchase order is to be obtained before making purchase
Invoice Number:		
Invoice Date:		
Authorized for Payment	John Austin, Chief of Police	<i>John Austin</i>

Material & Descripton	Charge to			Unit Price	QTY (#)	AMOUNT
	Fund	Dept.	Account #			
EHD In-Car Video System	9	31010	8101	4,995.00	6	29,970.00
25' Interface Cable, Raptor to EHD	9	31010	8101	105.00	6	630.00
Wireless File Transfer Kit	9	31010	8101	380.00	6	2,280.00
Shipping & Handling Costs	9	31010	8101	83.00	6	498.00
Total						33,378.00

Fiscal Year Budget \$ 292,679

Budget Remaining After Purchase \$ after BT+BS

Department Approval:

John Austin

Approval Level
Up to \$5,000

CFO Signature:

Daneya Spradlin

Up to \$10,000

City Manager Signature:

Russell C. ... 9/12/19

Up to \$15,000

Council Approved Date

Over \$15,000

Quotes Attached

✓

rev 12/06/2017

Packing Slip/Bill of Lading Attached

DonD
9-11-19 149



City of Bristol, Virginia Documentation of Quotes

The procurement of goods and services shall require the following:
greater than \$2500.01 & less than \$15,000=3 written quotes
greater than \$15,000.01 & less than \$50,000=4 written quotes

Department Purchased For: Police **Purchase Order #:** _____
Quotes to be obtained before a purchase order is issued.

Description of Item/Service: New in-car video systems for six 2020 Ford Explorer-Police Interceptors Utility.
Cameras for older cars are no longer vendor supported due being Windows XP based and parts availability.

Summary of Quotation Information		
<u>Date</u>	<u>Vendor & Name of Salesperson/Individual Quoting Price</u>	<u>Cost</u>
1 <u>09/09/19</u>	<u>Kustom Signals/Sydney Burke</u>	<u>\$33,378.00</u>
2 _____	_____	_____
3 _____	_____	_____
4 _____	_____	_____

Quote documentation from the vendor should be attached to this paperwork.

Explanatory Remarks:

Same as above. This is the system currently used by this department. All officers trained on this and their products exclusively used in patrol cars. There are no other vendors I could locate for pricing other than Kustom Signals. The new EHD in-car camera system is only offered through Kustom Signals itself.
Sole Source Letter attached.

Capt. Darryl E. Milligan
Department Signature

09/09/19
Date

This form along with quote documentation should be forwarded to the purchasing department to be attached to the purchase order.



City of Bristol Virginia Department Purchase Requisition Form

Date of Requisition	Wednesday, September 11, 2019
Department Name:	Fire Department
Purpose/Description	Turnout gear for 6 new firefighters

Vendor Ordered/Purchased From	Witmer
Payment to: please check one	<input checked="" type="checkbox"/> Vendor <input type="checkbox"/> paid by City Credit Card

Purchase Order #	A purchase order is required if the amount purchased is over \$500. A purchase order is to be obtained before making purchase		
Invoice Number:			
Invoice Date:			
Authorized for Payment	Fire Chief Mike Armstrong X	<i>[Signature]</i>	

Material & Description	Charge to			Unit Price	QTY (#)	AMOUNT
	Fund	Dept.	Account #			
EE19LFE Globe Gxtreme Turnout Suits	4-009	32010	8101			16,023.00
Total						16,023.00

Fiscal Year Budget *660,346*
 Budget Remaining After Purchase *644,323*

Department Approval:	<i>[Signature]</i>	Approval Level Up to \$5,000
CFO Signature:	<i>[Signature]</i>	Up to \$10,000
City Manager Signature:	<i>[Signature]</i> 9/13/19	Up to \$15,000
Council Approved Date	_____	Over \$15,000

Quotes Attached HGAC contract pricing worksheet attached rev 12/06/2017

Packing Slip/Bill of Lading Attached _____

[Signature] 151
9-12-19



City of Bristol, Virginia Documentation of Quotes

The procurement of goods and services shall require the following:
greater than \$2500.01 & less than \$15,000=3 written quotes
greater than \$15,000.01 & less than \$50,000=4 written quotes

Department Purchased For: Fire Purchase Order #: _____
Quotes to be obtained before a purchase order is issued.

Description of Item/Service: Turnout gear for six firefighters
(Franklin, Morton, McBurney, McVey, Swinney, O'Quinn)

Summary of Quotation Information		
<u>Date</u>	<u>Vendor & Name of Salesperson/Individual Quoting Price</u>	<u>Cost</u>
1 <u>08/21/19</u>	<u>Witmer</u>	<u>16,023.00</u>
2 _____	_____	_____
3 _____	_____	_____
4 _____	_____	_____

Quote documentation from the vendor should be attached to this paperwork.

Explanatory Remarks:

Gear to be purchased through HGAC cooperative purchasing agreement.
Gear will be purchased using capital funding.

James M. Christy
Department Signature

9-12-19
Date

This form along with quote documentation should be forwarded to the purchasing department to be attached to the purchase order. 152