AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT [vCSBName]
Contract No. P1636.[vCSBCode].3

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1. Purpose

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

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

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

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

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

The CSB exhibits, addendums, appendices, Administrative Requirements and Processes and Procedures, CCS Extract and CARS or successor (hereinafter referred to as "Data Reporting Mechanism"), and Partnership Agreement documents are incorporated into and made a part of this contract by reference. The documents may include or incorporate ongoing statutory, regulatory, policy, and other requirements that are not contained in this contract. The CSB shall comply with all provisions and requirements. If there is a conflict between provisions in any of those documents and this contract, the language in this contract shall prevail.

2. Defined Terms

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

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

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

Fiscal Agent the Fiscal Agent has two specific purposes.

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

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

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

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

Restricted Funds are funds identified separately in letters of notification, performance contracts, Exhibits D and the Department's Data Reporting Mechanism(s) to be used for specified purposes; CSB must account for, and report expenditures associated with these funds to the Department. The uses of restricted funds usually are controlled and specified by a funding source, such as federal mental health and substance abuse block grants or the Appropriations Act passed by the General Assembly. The Department may restrict funds that would otherwise be unrestricted.

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

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

Unrestricted Funds are funds identified separately in letters of notification, performance contracts, and Department's Data Reporting Mechanism(s) but without specified purposes; CSB do not have to account or report expenditures associated with them separately to the Department.

3. Relationship

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

4. Term and Termination

Term: This contract shall be in effect for a term of two years, commencing on July 1, 2025 and ending on June 30, 2027.

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

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

5. Contract Amendment

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

9. Services

Exhibit A of this contract includes all mental health, developmental, and substance use disorder services provided or contracted by the CSB that are supported by the resources described in this contract.

6. .Service Change Management

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

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

7. Funding Requirements

A. Funding Resources

Exhibit A of this contract provides an example of the following resources: state funds and federal funds appropriated by the General Assembly and federal government and allocated by the Department to the CSB, and any other funds associated with or generated by the services shown in Exhibit A. The CSB must review the most recent version of Exhibit A sent by the Department's Fiscal and Grants Management Office.

B. Funding Allocations

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

C. Expenses for Services

The CSB shall provide those services funded by the Department set forth in Exhibit A and documented in the CSB's financial management system. The CSB shall distribute its administrative and management expenses across the program areas (mental health, developmental, and substance use disorder services),

emergency services, and ancillary services on a basis that is auditable and satisfies Generally Accepted Accounting Principles. CSB administrative and management expenses shall be reasonable and subject to review by the Department.

D. Use of Funds

1. The Department has the authority to impose additional conditions or requirements for use of funds, separate from those established requirements or conditions attached to appropriations of state-controlled funds by the General Assembly, the Governor, or federal granting authorities. The Department shall when possible, provide sufficient notice in writing to the CSB of changes to the use of funds.

2. **Medicaid Billing** - 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.

3. **Supplanting**- 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.

E. Availability of Funds

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

F. Local Match

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

G. Local Contact for Disbursement of Funds

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

   Fiscal and Grants Management Office
   Virginia Department of Behavioral Health and Developmental Services

Eric.Billings@dbhds.virginia.gov

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

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

10. Billing and Payment Terms and Conditions

A. Federal Funds Invoicing

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

1. CSB shall only be reimbursed for actual, reasonable, and necessary costs based on its award amounts.
2. An invoice under this agreement shall include only reimbursement requests for actual, reasonable, and necessary expenditures.
3. Expenditures required in the delivery of services shall be subject to any other provision of this agreement relating to allowable reimbursements.
4. An invoice under this agreement shall not include any reimbursement request for future expenditures.
5. An invoice under this agreement shall be processed when the Department's FSGMO is in receipt of any required documentation.

B. Payment Terms

1. Federal Funds are reimbursed to the CSB monthly. To receive payment, the CSB must file for reimbursement as provided in the policies and procedures established by the Office of Fiscal Services and Grants Management.
2. State Funds shall be disbursed by the Department's Fiscal Services and Grants Management Office as set forth in its established policies and procedures and outlined in an applicable Exhibit D or Exhibit G.

C. Reconciliation and Closeout Disclosures

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

Unexpended federal funds must either be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS
Office of Fiscal and Grants Management

PO Box 1797
Richmond, VA 23218-1797
C/O Eric Billings Or

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

Account Number: 201141795720002
Routing Number: 061000104
EIN: 546001731

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

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

Eric.Billings@dbhds.virginia.gov
Benjamin.wakefield@dbhds.virginia.gov
Christine.Kemp@dbhds.virginia.gov

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

11. CSB Responsibilities

A. Exhibit A

Exhibit A shall be submitted electronically through the report provided by the Department. In Exhibit A of the report, the CSB shall provide its projected array of services, the projected cost of those services, and the projected service capacity to provide those services. At the end of each fiscal year, the CSB shall provide an end year report that provides the actual array of services, the actual cost of those services, and the actual service capacity to provide those services.

B. Populations Served

The CSB shall provide the services needed 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.

C. Scope of Services

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

D. Response to Complaints

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

The CSB shall acknowledge complaints that the Department refers to it within five (5) business days of receipt and provides 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 website, provide copies to all individuals when they are admitted for services.

E. Quality of Care

1. **Department CSB Performance Measures:** CSB staff shall monitor the CSB's outcome and performance measures in Exhibit B, identify and implement actions to improve its ranking on any measure on which it is below the benchmark, and present reports on the measures and actions at least quarterly during scheduled meetings of the CSB board of directors.
2. **Quality Improvement and Risk Management:** The CSB shall develop, implement, and maintain a quality improvement plan, itself or in affiliation with other 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.
    a. The CSB shall develop, implement, and maintain, itself or in affiliation with other CSB, a risk management plan or participate in a local government's risk management plan. The CSB shall work with the Department to identify how the CSB will address quality improvement activities.
    b. The CSB shall implement, in collaboration with other CSBs in its region, the state hospitals and training centers serving its region, and private providers involved with the public mental health, developmental, and substance use disorder services, regional utilization and management procedures and practices.
3. **Critical Incidents:** The CSB shall implement procedures to ensure that the executive director is informed of any deaths, serious injuries, or allegations of abuse or neglect as defined in the Department's Licensing (12VAC35-105-20) and Human Rights (12VAC35-115-30) Regulations when they are reported to the Department. The CSB shall provide a copy of its procedures to the Department upon request.

F. Reporting Requirements and Data Quality

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

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

3. **Reporting Requirements**

CSBs are required to report data to DBHDS related to program services funded in part or in whole by state and/or federal funds and in accordance with Appendix D: User Acceptance Testing Process of Addendum I - Administrative Requirements and Processes and Procedures

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

a. 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 Data Reporting Mechanism specifications, including the current Business Rules.

b. Follow the current Data Reporting Mechanism 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 data reporting releases and participate in the user acceptance testing process when requested to do so by the Department.
Report program 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. Report all prevention and any other mental health promotion services financial data (report funding, expenditure, and cost data on these services) through the Department's Data Reporting Mechanism and in accordance with Appendix D: User Acceptance Testing Process of Addendum I - Administrative Requirements and Processes and Procedures

e. .

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

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

VACSB DMC.

4. **Routine Reporting Requirements**

   The CSB shall account for all services, funds, expenses, and costs accurately and submit reports to the Department in a timely manner using current programmatic and financial Data Reporting Mechanism, or other software provided by the Department. All reports shall be providedin the form and format prescribed by the Department Andin processes and procedures. 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, and state and federal block grant funds expended by service category with the end-of-the-fiscal year report.
   b. Demographic characteristics of individuals receiving services and types and amounts of services provided to each individual monthly through the current Data Reporting Mechanism.
   c. Federal Balance Report.
   d. PATH reports (mid-year and at the end of the fiscal year).
   e. Amounts of state, local, federal, Medicaid, other fees, other funds used to pay for services by service category in each program area and emergency and ancillary services in the end of the fiscal year report; and
   f. Other reporting requirements in the current Data Reporting Mechanism specifications.

5. **Subsequent Reporting Requirements:** In accordance with State Board Policy 1030, the CSB shall work with the Department through the VACSB DMC to ensure that current data and reporting requirements are consistent with each other and the current , the current Data Reporting Mechanism 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 , the current Data Reporting Mechanism, and the TEDS and other federal reporting requirements.

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

7. **Streamlining Reporting Requirements:** The CSB shall work with the Department through the VACSB DMC to review existing reporting requirements including the current Data Reporting Mechanism 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 Data Reporting Mechanism specifications and ; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.

8. **Data Quality:** The CSB shall review data quality reports from the Department on the completeness and validity of its Data Reporting Mechanism 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 Data Reporting Mechanism submissions and, upon approval of the Department, shall implement the plan of correction.

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

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

11. **Language Access**: To support Virginia's efforts to ensure all people with DD and their families have access to Medicaid information, the CSB will post a message for individuals with DD and their families related to the DMAS document titled "Help in Any Language" to the CSB website and provide the information through other means, as needed, or requested by individuals with DD and their families who are seeking services. This document can be accessed at: https://dmas.virginia.gov/media/2852/language-taglines-for-dmas.pdf or by contacting DBHDS or DMAS.

12. Subcontracting

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

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

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

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

A. Subcontracts

The written subcontract shall, as applicable and at a minimum, state the activities to be performed, the time schedule and duration, the policies, and requirements, including data reporting, applicable to the subcontractor, the maximum amount of money for which the CSB may become obligated, and the manner 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 Data Reporting Mechanism on individuals they served and services they delivered in the applicable format so that the CSB can include this data in its Data Reporting Mechanism submissions to the Department.

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

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

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

C. Subcontractor Dispute Resolution

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

D. Quality Improvement Activities

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

13. Compliance with Laws

CSB shall comply with all applicable federal, state, and local laws and regulations to include, but not limited to, those detailed below. If any laws or regulations that become effective after the execution date of this contract substantially change the nature and conditions of this contract, they shall be binding upon the parties, but the parties retain the right to exercise any remedies available to them by law or other provisions of this contract.

A. DATA PRIVACY

1. The Parties shall comply with the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (1996) and its accompanying standards found at 45 CFR 160, 162, and 164 (HIPAA), the

Virginia Health Records Privacy Act found at § 32.1-127.1:03 of the Code of Virginia, 42 CFR Part 2, the 21st Century Cures Act, and the HITECH Act by their compliance dates. Where federal requirements and applicable state statutes or regulations are contrary and state statutes or regulations are more stringent, as defined in 45 CFR §160.202.

2. The Parties shall execute a "PHI Data Sharing and Use Agreement" Exhibit C governing the use, disclosure, and safeguarding of any HIPAA or 42 CFR Part 2- protected health information (PHI), personally identifiable information (PII), and other confidential data that the CSB exchanges with the Department and its state facilities to ensure the privacy and security of sensitive data. Additionally, should the CSB determine any third party, including those under contract with DBHDS and the Commonwealth, is a Business Associate of the CSB, the CSB shall be responsible for entering into business associate agreements (BAA) with vendors providing data platform, exchange, or other services/solutions to implement the Performance Contract, including those under contract with DBHDS and the Commonwealth.
3. The Parties shall ensure sensitive data, including HIPAA-PHI, PII, and other confidential data, exchanged electronically with the Department, its state hospitals and training centers, other CSBs, other providers, regional or persons meets the requirements in the Federal Information Processing Standards (FIPS) 140-2 standard and is encrypted using a method supported by the Department and CSB. To ensure the privacy and security of PHI, PII, and other confidential data and as necessary to comply with HIPAA, each Party shall execute a BAA with any person or entity, other than the party's workforce, who performs functions or activities on behalf of, or provides certain services to, the Party that involve access by the person or entity to PHI, PII, or other confidential data.

B. Employment Anti-Discrimination

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

C. Service Delivery Anti-Discrimination

1. The CSB shall conform to the applicable provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Virginians with Disabilities Act, the Civil Rights Act of 1991, regulations issued by the U.S. Department of Health and Human Services pursuant thereto, other applicable statutes and regulations, and as further stated below.
2. Services operated or funded by the CSB have been and will continue to be operated in such a manner

that no person will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under such services on the grounds of race, religion, color, national origin, age, gender, or disability.

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

D. General State Requirements

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

E. Conflict of Interests

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

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

F. Freedom of Information

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

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

G. Protection of Individuals Receiving Services

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

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

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

H. Licensing

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

14. Department Responsibilities

A. Program and Service Reviews

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

B. State Facility Services

1. **Availability:** The Department shall make state facility services available, if appropriate, through its state hospitals and training centers when individuals located in the CSB's service area meet the admission criteria for these services.
2. **Bed Utilization:** The Department shall track, monitor, and report on the CSB's utilization of state hospital and training center beds and provide data to the CSB about individuals receiving services from its service area who are served in state hospitals and training centers as permitted under 45 CFR §§ 164.506 (c) (1), (2), and (4) and 164.512(k) (6) (ii). The Department shall distribute reports to CSB on state hospital and training center bed utilization by the CSB for all types of beds (adult, geriatric, child, and adolescent, and forensic) and for TDO admissions and bed day utilization.

   In addition, the Department and the CSB shall work jointly to identify or develop other mechanisms, as appropriate, that will be employed collaboratively by the CSB and the state hospitals to manage the utilization of state hospital beds.
3. **Continuity of Care:** The Department shall manage its state hospitals and training centers in accordance with State Board Policy 1035, to support service linkages with the CSB, including adherence to the applicable continuity of care procedures, and the current Exhibit K and other

applicable document provided by the Department. The Department shall assure state hospitals and training centers use teleconferencing technology to the greatest extent practicable to facilitate the CSB's participation in treatment planning activities and fulfillment of its discharge planning responsibilities for individuals in state hospitals and training centers for whom it is the case management CSB.

4. **Medical Screening and Medical Assessment**: When working with CSB and other facilities to arrange for treatment of individuals in the state hospital, the state hospital shall assure that its staff follows the current Medical Screening and Medical Assessment Guidance Materials. The state hospital staff shall coordinate care with emergency rooms, emergency room physicians, and other health and behavioral health providers to ensure the provision of timely and effective medical screening and medical assessment to promote the health and safety of and continuity of care for individuals receiving services.
5. **Planning:** The Department shall involve the CSB, as applicable and to the greatest extent possible, in collaborative planning activities regarding the future role and structure of state hospitals and training centers.

C. Quality of Care

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

D. CSB Performance Dashboard

1. The Department shall develop a dashboard ("Performance Dashboard") to display performance data for all CSBs, to include:
    a. Each CSB's revenues, costs, and services;
    b. Individuals served;
    c. Measures in Exhibit B; and
    d. Any other information deemed necessary by the Department
2. The Department and CSB shall work collaboratively to identify additional performance measures for reporting on the Performance Dashboard, as determined appropriate and beneficial to understand the community behavioral health system across the Commonwealth of Virginia.
3. The Department shall provide access to the dashboard to CSB.
4. The Department shall collaborate with the CSB to ensure all dashboard data is accurate before it is posted publicly on the Performance Dashboard and to determine the frequency at which the data will be updated.
5. The Department shall work with the CSB to identify and implement actions to improve the CSB's ranking on any outcome or performance measure on which it is below the benchmark.

E. Utilization Management

The Department shall work with the CSB, state hospitals and training centers serving it, and private

providers involved with the public mental health, developmental, and substance use disorder services system to implement regional utilization management procedures and practices.

F. Human Rights

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

G. Licensing

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

H. Peer Review Process

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

I. Electronic Health Record (EHR)

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

J. Reviews

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

K. Reporting and Data Quality Requirements

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

1. The Department also shall work with CSB through the DMC in planning and developing any additional reporting or documentation requirements beyond those identified in this contract to ensure

that the requirements are consistent with the current , current Data Reporting Mechanism, and TEDS and other federal reporting requirements.

2. The Department shall work with the CSB through the DMC to develop and implement any changes in data platforms used, data elements collected, or due dates for all existing reporting mechanisms, Data Reporting Mechanism and stand-alone spreadsheet or other program- specific reporting processes.

L. Data Submission

The Department shall collaborate with CSB through the DMC in the implementation and modification of the current Data Reporting Mechanism, 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 Data Reporting Mechanism specifications, including the current Business Rules.

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

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

M. Data Elements

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

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

N. Streamlining Reporting Requirements

The Department shall work with CSB through the DMC to review existing reporting requirements including the current Data Reporting Mechanism 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 Data Reporting Mechanism specifications; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.

O. Data Quality

The Department shall provide data quality reports to the CSB on the completeness and validity of its Data Reporting Mechanism 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 Data Reporting Mechanism submissions. Once approved, the Department shall monitor the plan of correction and the CSB's ongoing data quality.

P. Surveys and Additional Data Reporting Requests

The Department shall ensure that all surveys and requests for data have been reviewed for cost effectiveness and developed through a joint Department and CSB process. The Department shall comply with the *Procedures for Approving CSB Surveys, Questionnaires, and Data Collection Instruments and Establishing Reporting Requirements*, reissued by the Commissioner. The Department shall provide advance notification, when possible, to CSB for all surveys and requests for data. All negotiated surveys, new data collection instruments, and data reporting requirements will be communicated, at minimum, to the CSB executive director and chief financial officer.

Q. Communication

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

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

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

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

R. Department Comments or Recommendations on CSB Operations or Performance

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

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.

15. Compliance and Remediation

The Department may utilize a variety of remedies, including requiring the CSB to enter into a performance improvement plan or corrective action plan, delaying payments, and reducing allocations or payments, to

ensure CSB compliance with this performance contract. Specific remedies, described in Exhibit E of this contract, may be taken if the CSB fails to satisfy the reporting requirements in this contract.

A. In accordance with subsection G of § 37.2-508 of the Code, the CSB shall not be eligible to receive state-controlled funds for mental health, developmental, or substance abuse services after September 30 of each year unless:

1. Its performance contract has been approved or renewed by the governing body of each city or county that established it and by the Department.

2. It provides revenue, cost, and services data and information, and aggregate and individual data and information about individuals receiving services, notwithstanding the provisions of § 37.2-400 or any regulations adopted thereunder, to the Department in the format prescribed by the Department.

3. It uses standardized cost accounting and financial management practices approved by the Department.

4. The CSB is in substantial compliance with its performance contract or is making progress to come into substantial compliance through the Department's remediation process. In accordance with subsection E of § 37.2-508, or if a behavioral health authority, subsection E of § 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 14.C.3 below and after affording the CSB, or behavioral health authority, an adequate opportunity to use the appeal process described in Section 14.C.3.f.

B. Remediation Process

The parties shall attempt in good faith to promptly resolve any disputes regarding implementation of this performance contract, controversy or claims arising out of or relating to this performance contract, or CSB noncompliance with the terms of this performance contract identified by the Department during its contract compliance review and performance management efforts.

1. If the Department determines that the informal dispute resolution process is unsuccessful at addressing any CSB noncompliance with this performance contract or any Exhibit, the Department may use the following process to ensure CSB compliance:

   a. Describe the situation or condition, such as a pattern of failing to achieve a satisfactory level of performance on a significant number of major outcomes or performance measures in the contract, that if unresolved could result in substantial noncompliance.

   b. Require the CSB to implement a performance improvement plan or corrective action plan with specific actions and timeframes approved by the Department to address the situation or condition; and

   c. Include the performance measures that will document a satisfactory resolution of the situation or condition. If the CSB does not implement the performance improvement plan (PIP) or corrective action plan (CAP) successfully within the approved timeframes, the Department, as a condition of continuing to fund the CSB, may request changes in the management and operation of the CSB's services linked to those actions and measures to obtain acceptable performance. These changes may include realignment or re-distribution of state-controlled resources or restructuring the staffing or operations of those services. The Department shall review and approve any changes before their implementation. Any changes shall include mechanisms to monitor and evaluate their execution and effectiveness.

2. If the CSB determines the informal dispute resolution process is unsuccessful at addressing any CSB

performance contract or any Exhibit, the CSB may use the following process:

a. The dispute must be sent to the Office of Enterprise Management Services (OEMS) email address at performancecontractsupport@dbhds.virginia.gov with a detail description of the dispute.

b. The OEMS shall review and respond to the dispute within 15 calendar days of receipt of dispute.

c. If the CSB does not agree with the decision by the OEMS, they may request a review by the Department's Deputy Commissioner for Community Services or designee within 7 calendar days of receipt of the OEMS decision.

3. **Remediation After Failure to Substantially Comply:** If the Department determines that the CSB fails to substantially comply with the requirements of this performance contract, the following remediation process shall be used to allow the CSB an opportunity to come into compliance.

   a. The Department shall provide written notification to the CSB's board chairperson, executive director, and governing body of each city or county that established the CSB of the Department's determination that the CSB fails to substantially comply with this performance contract. The written notice shall describe in detail the factors leading to the determination of substantial noncompliance.

   b. Within 15 calendar days of the CSB's receipt of notice of substantial noncompliance, the CSB shall submit a written notice to the Department's OEMS Director or designee, through the performancecontractsupport@dbhds.virginia.gov email address stating its desire to use the remediation process.

      If the CSB does not submit a notice requesting remediation during the designated timeframe, the Department shall move forward with its intended enforcement action in accordance with § 37.2-508 (withholding or reducing funds, repayment of funds, or termination of all or part of this performance contract) and notify the CSB board chairperson, executive director, and governing body of each city or county that established the CSB.

   c. If the CSB submits a request to remediate, OEMS shall, within 15 days after receipt of the CSB's remediation request, submit the justification for the Department's determination of substantial noncompliance and the CSB's remediation request to the Department's Deputy Commissioner for Community Services for review and approval to move forward with a CAP to address the substantial compliance issues with its contract.

   d. The OEMS shall work with the Deputy Commissioner for Community Services to develop the CAP that the CSB will implement to address the issue(s) identified in the Department's notice. The CAP shall include specific, measurable, attainable, reasonable, and time-specific actions the CSB must meet. The CAP shall include specific times at which the Department shall provide updates to the CSB and its chairperson regarding the CSB's progress toward coming into substantial compliance.

   e. If the CSB fails to comply with the CAP, the Department may move forward with its enforcement action due to the CSB's failure to come into substantial compliance and shall notify the CSB board chairperson, executive director, and governing body of each city or county that established the CSB of that decision.

   f. **Appeal of Enforcement Action:** The CSB may appeal the Department's enforcement action and shall use the appeal process outlined as follows:

      i. Within 15 days of receipt of the Department's notification in accordance with 14.C.3.e, that it is taking enforcement action, the CSB may provide a written request to use the appeal process. This written notice shall be submitted to the Department's OEMS Director or designee, through the performancecontractsupport@dbhds.virginia.gov email address

stating its desire to use the appeal process.

If the CSB does not submit a notice requesting an appeal during the designated timeframe, the Department shall move forward with its enforcement action.

ii. If the CSB submits a request to appeal, the OEMS Director or designee shall, within 15 days after the Department's receipt of the CSB's request to appeal, facilitate the following process:

a) Notify the CSB within seven days of receipt of the written notice that a panel will be appointed within 15 days to conduct a panel conference to consider the issues identified in the Department's notice.

b) Establish a panel of five (5) disinterested persons that shall be appointed to the panel conference. The panel members shall elect a chairman, and the chairman shall convene the panel.

c) Inform each panel member of the nature of the issues identified in the Department's notice. Each panel member shall sign a statement indicating that he has no interest in this matter. Any person with an interest in the underlying issues shall be relieved of panel responsibilities, and another person shall be selected as a panel member.

d) Schedule panel conference not more than 15 days after the appointment of the final panel member.

e) Contact the parties for a panel conference at a mutually convenient time, date, and place. Confirmation of the time, date, and place of the panel conference will be communicated to all parties at least seven days in advance of the panel conference by the OEMS.

f) Handle any multiple appeal notices independently and sequentially so that an initial appeal will not be delayed by a second appeal.

iii. At the panel conference, the CSB shall present evidence first, followed by the Department. The panel may hear rebuttal evidence after the initial presentations by the CSB and the Department. The panel may question either party to obtain a clear understanding of the facts.

iv. 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 Department's Chief Deputy of Community Services and to the Commissioner or their designee(s) for the final decision.

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

v. The Department shall send the final decision on the CSB's appeal by certified mail to the CSB board chairperson, executive director, and governing body of each city or county that established the CSB no later than 120 days after receipt of the CSB's written notice invoking the appeal process.

vi. If the CSB's appeal is unsuccessful, the Department may take its intended enforcement

action, including withholding or reducing funds, requiring repayment of funds, or terminating all or part of the CSB's performance contract as provided in § 37.2-508(C)(6)(c).

vii. Upon terminating all or a portion of a performance contract pursuant to § 37.2-508(E), the Department, only after consulting with the governing body of each city or county that established the CSB that was a party to the performance contract, may negotiate a performance contract with another community services board, a behavioral health authority, or a private nonprofit or for-profit organization or organizations to obtain services that were the subject of the terminated performance contract in accordance with § 37.2-508(F).

viii. The CSB may seek judicial review of a final decision to withhold or reducing funds, require repayment of funds, or terminate this contract in the Circuit Court for the City of Richmond within 30 days of receipt of the final decision.

16. 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.

17. 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.

18. Counterparts and Electronic Signatures

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

19. Signatures

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

VIRGINIA DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES

By: _____

Name: Nelson Smith

Title: Commissioner

Date: _____

[vCSBName]

By: _____

Name: [vBoardChairName]

Title: Chairperson

Date: _____

By: _____

Name: [vEDNAME]

Title: Executive Director

Date: _____

20. Exhibit L: List of Acronyms			
Acronym	**Name**	**Acronym**	**Name**
ACE	Adverse Childhood Experiences	NCI	National Core Indicators
ACT Community Treatment (ACT) – Effective 7.1.2021	Assertive Community Treatment (ACT) – Effective 7.1.2021		
BAA	Business Associate Agreement (for HIPAA compliance)	NGRI	Not Guilty by Reason of Insanity
CARS	Community Automated Reporting System	OEMS	Office of Management Services
CCS	Community Consumer Submission -sunset effective July 1, 2025	PACT	Program of Assertive Community Treatment– Retired as of 7.1.2021, See Assertive Community Treatment (ACT)
CFR	Code of Federal Regulations	PATH	Projects for Assistance in Transition from Homelessness
CIT	Crisis Intervention Team	PHI	Protected Health Information
CPMT	Community Policy and Management Team (CSA)	PII	Personally Identifiable Information
CQI	Continuous Quality Improvement	PSH	Permanent Supportive Housing
CRC	Community Resource Consultant (DD Waivers)	QSR	Quality Service Reviews
CSA	Children's Services Act (§ 2.2-5200 et seq. of the Code)	RCSU	Residential Crisis Stabilization Unit
CSB	Community Services Board	RDAP	Regional Discharge Assistance Program
DAP	Discharge Assistance Program	REACH	Regional Education Assessment Crisis Services Habilitation
DBHDS	Department	RFP	Request for Proposal
DD	Developmental Disabilities	RMG	Regional Management Group
Department	Department of Behavioral Health and Developmental Services	RST	Regional Support Team (DD Waivers)
DMAS	Department of Medical Assistance Services (Medicaid)	RUMCT	Regional Utilization Management and Consultation

			Team
DOJ	Department of Justice (U.S.)	SABG	Federal Substance Abuse Block Grant
EBL	Extraordinary Barriers to Discharge List	SDA	Same Day Access
EHR	Electronic Health Record	sFTP	Secure File Transfer Protocol
FTE	Full Time Equivalent	SPF	Strategic Prevention Framework
HIPAA	Health Insurance Portability and Accountability Act of 1996	TDO	Temporary Detention Order
ICC	Intensive Care Coordination (CSA)	VACSB	Virginia Association of Community Services Boards
ICF	Intermediate Care Facility	VIDES	Virginia Individual DD Eligibility Survey
IDAPP	Individualized Discharge Assistance Program Plan	WaMS	Waiver Management System (DD Waivers)
LIPOS	Local Inpatient Purchase of Services	SPQM	Service Process Quality Management

AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT
Contract No. P1636. [CSB Code].3

This is an example template of Exhibit A submitted to the Department by the CSB electronically using the DBHDS reporting application.

FY XXXX AND FY XXXX COMMUNITY SERVICES PERFORMANCE CONTRACT

FY XXXX Exhibit A: Resources and Services

Any funding appropriated by the General Assembly to CSB for staff compensation shall only be used for staff compensation, and the CSB must report annually to DBHDS on any staff compensation actions taken during the prior fiscal year.

CSB: _____

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

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

Local Match Computation	
Total State Funds	

CSB Administrative Percentage

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

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

FY XXXX AND FY XXXXCOMMUNITY SERVICES PERFORMANCE CONTRACT

FY XXXX Exhibit A: Resources and Services

CSB:_____

Financial Comments

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

Use of Retained Earnings

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

CSB: _____

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

Total Net MH First Aid and Suicide Prevention

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

TOTAL MH ALL FUNDS

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

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

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

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

CSB: _____

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

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

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

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

FY XXXX Exhibit A: Resources and Services for Substance Use Disorder (SUD) Services

CSB: _____

Funding Sources	Funds
FEES	
SUD Medicaid Fees	
SUD Fees: Other	
Total SUD Fees	
SUD Fees Transfer In/(Out)	
SUD NET FEES	
FEDERAL FUNDS	
SUD FBG Alcohol/Drug Treatment (93.959) *****	
SUD FBG SARPOS (93.959) *****	
SUD FBG Jail Services (93.959) *****	
SUD FBG Co-Occurring (93.959) *****	
SUD FBG New Directions (93.959) *****	
SUD FBG Recovery (93.959) *****	
SUD FBG Medically Assisted Treatment (93.959) *****	
Total SUD FBG Alcohol/Drug Treatment Funds	
SUD FBG Women (Includes LINK at 6 CSBs) (93.959)*****	
Total SUD FBG Women Funds	
SUD FBG Prevention (93.959) *****	
SUD FBG Prevention Family Wellness (93.959) *****	
Total SUD FBG Prevention Funds	
SUD Federal COVID Emergency Grant (93.665)*	
SUD Federal YSAT – Implementation (93.243)*	
SUD Federal Opioid Response Recovery (93.788)*	
SUD Federal Opioid Response Prevention (93.788)*	
SUD Federal Opioid Response Treatment (93.788)*	
Total SUD Federal Opioid Response (93.788)*	
SUD Other Federal - DBHDS*****	
SUD Other Federal – COVID Support*	
SUD Other Federal - CSB*	
TOTAL SUD FEDERAL FUNDS	
STATE FUNDS	
Regional Funds	
SUD Facility Reinvestment (Fiscal Agent)*****	
SUD Facility Reinvestment Transfer In/(Out)	
Total Net SUD Facility Reinvestment Funds	
SUD Transfers from DBHDS Facilities (Fiscal Agent)*	

SUD Transfers from DBHDS Facilities – Transfer In/(Out)	
Total Net SUD Transfers from DBHDS Facilities	
SUD Community Detoxification (Fiscal Agent)*	

FY XXXX Exhibit A: Resources and Services for Substance Use Disorder (SUD) Services

CSB: _____

Funding Sources	Funds
SUD Community Detoxification Transfer In/(Out)	
Total Net SUD Community Detoxification	
SUD STEP-VA (Fiscal Agent)*	
SUD STEP-VA Transfer In/(Out)	
Total Net SUD STEP-VA	
Total Net SUD Regional State Funds	
Other State Funds	
SUD Women (Includes LINK - 4 CSBs)*****	
SUD MAT - Medically Assisted Treatment*	
SUD Permanent Supportive Housing Women*	
SUD SARPOS*****	
SUD Recovery*****	
Total SUD Restricted Other State Funds	
SUD State Funds‡	
SUD Region V Residential‡	
SUD Jail Services/Juvenile Detention‡	
SUD HIV/AIDS‡	
Total SUD Unrestricted Other State Funds	
Total SUD Other State Funds	
TOTAL SUD STATE FUNDS	
OTHER FUNDS	
SUD Other Funds*****	
SUD Federal Retained Earnings*****	
SUD State Retained Earnings*****	
SUD State Retained Earnings - Regional Programs*****	
SUD Other Retained Earnings*****	
TOTAL SUD OTHER FUNDS	
LOCAL MATCHING FUNDS	
SUD Local Government Appropriations‡	
SUD Philanthropic Cash Contributions‡	
SUD In-Kind Contributions‡	
SUD Local Interest Revenue‡	
TOTAL SUD LOCAL MATCHING FUNDS	
TOTAL SUD FUNDS	

FY XXXX Exhibit A: Resources and Services for Substance Use Disorder (SUD) Services

CSB: _____

Funding Sources	Funds
ONE-TIME FUNDS	
SUD FBG Alcohol/Drug Treatment (93.959)*****	
SUD FBG Women (includes LINK - 6 CSBs) (93.959)*****	
SUD FBG Prevention (93.959)*****	
SUD FBG Recovery (93.959)*	
SUD State Funds	
SUD One-Time Restricted State Funds*	
TOTAL SUD ONE-TIME FUNDS	
TOTAL SUD ALL FUNDS	

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

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

FY XXXX Exhibit A: Resources and Services

Local Government Tax Appropriations

City or County	Tax Appropriation
Total Local Government Tax Funds	

Reconciliation of Projected Resources and Services Costs by Program Area CSB:

	MH Services	DV Services	SUD Services	Emergency Services	Ancillary Services	Total
Total All Funds (Page AF-1)						
Cost for MH, DV, SUD, Emergency, and Ancillary Services (Page AF-1)						
Difference						

Difference results from Explanation of Other in Table Above

Other:

CSB 100 Mental Health Services

Form 11: Mental Health (MH) Services Program Area (100)			
Services	**Projected Service Capacity**	**Projected Numbers of Individuals Receiving Services**	**Projected Total Service Costs**
250 Acute Psychiatric Inpatient Services	Beds		
310 Outpatient Services	FTEs		
312 Medical Services	FTEs		
350 Assertive Community Treatment	FTEs		
320 Case Management Services	FTEs		
410 Day Treatment or Partial Hospitalization	Slots		
420 Ambulatory Crisis Stabilization Services	Slots		
425 Mental Health Rehabilitation	Slots		
430 Sheltered Employment	Slots		
465 Group Supported Employment	Slots		
460 Individual Supported Employment	FTEs		
501 MH Highly Intensive Residential Services (MH Residential Treatment Centers)	Beds		
510 Residential Crisis Stabilization Services	Beds		
521 Intensive Residential Services	Beds		
551 Supervised Residential Services	Beds		
581 Supportive Residential Services	FTEs		
610 Prevention Services	FTEs		
Totals			

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

CSB 200 Developmental Services

Form 21: Developmental (DV) Services Program Area (200)			
Services	**Projected Service Capacity**	**Projected Numbers of Individuals Receiving Services**	**Projected Total Service Costs**
310 Outpatient Services	**FTEs**		
312 Medical Services	**FTEs**		
320 Case Management Services	**FTES**		
420 Ambulatory Crisis Stabilization Services	**Slots**		
425 Developmental Habilitation	**Slots**		
430 Sheltered Employment	**Slots**		
465 Group Supported Employment	**Slots**		
460 Individual Supported Employment	**FTEs**		
501 Highly Intensive Residential Services (Community-Based ICF/IDD Services)	**Beds**		
510 Residential Crisis Stabilization Services	**Beds**		
521 Intensive Residential Services	**Beds**		
551 Supervised Residential Services	**Beds**		
581 Supportive Residential Services	**FTEs**		
610 Prevention Services	**FTEs**		
Totals			

CSB 300 Substance Use Disorder Services

Form 31: Substance Use Disorder (SUD) Services Program Area (300)			
Services	**Projected Service Capacity**	**Projected Numbers of Individuals Receiving Services**	**Projected Total Service Costs**
250 Acute Substance Use Disorder Inpatient Services	Beds		
260 Community-Based Substance Use Disorder Medical Detoxification Inpatient Services	Beds		
310 Outpatient Services	FTEs		
312 Medical Services	FTEs		
313 Intensive Outpatient Services	FTEs		
335 Medication Assisted Treatment	FTEs		
320 Case Management Services	FTEs		
410 Day Treatment or Partial Hospitalization	Slots		
420 Ambulatory Crisis Stabilization Services	Slots		
425 Substance Use Disorder Rehabilitation	Slots		
430 Sheltered Employment	Slots		
465 Group Supported Employment	Slots		
460 Individual Supported Employment	FTEs		
501 Highly Intensive Residential Services (Medically Managed Withdrawal Services)	Beds		
510 Residential Crisis Stabilization Services	Beds		
521 Intensive Residential Services	Beds		
551 Supervised Residential Services	Beds		
581 Supportive Residential Services	FTEs		
610 Prevention Services	FTEs		
Totals			

FY XXXX AND FY XXXX COMMUNITY SERVICES PERFORMANCE CONTRACT

FY XXXX Exhibit A: Resources and Services

CSB 400 Emergency and Ancillary Services

Form 01: Emergency and Ancillary Services (400)			
Services	**Projected Service Capacity**	**Projected Numbers of Individuals Receiving Services**	**Projected Total Service Costs**
100 Emergency Services	**FTEs**		
Ancillary Services			
318 Motivational Treatment Services	**FTEs**		
390 Consumer Monitoring Services	**FTEs**		
720 Assessment and Evaluation Services	**FTEs**		
620 Early Intervention Services	**FTEs**		
730 Consumer-Run Services			
Ancillary Services Totals			

AMENDMENT 3
AMENDED AND RESTATED EXHIBIT B: FY2026 AND FY2027 COMMUNITY SERVICES BOARD
CONTINUOUS QUALITY IMPROVEMENT (CQI) PROCESS
FOR
BEHAVIORAL HEALTH PERFORMANCE MEASURES
Contract No. P1636. [CSB Code] . 3

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AMENDMENT 3
AMENDED AND RESTATED EXHIBIT B: FY2026 AND FY2027 COMMUNITY SERVICES BOARD
CONTINUOUS QUALITY IMPROVEMENT (CQI) PROCESS
FOR
BEHAVIORAL HEALTH PERFORMANCE MEASURES
Contract No. P1636. [CSB Code] . 3

I. Introduction

The Department, the Community Services Boards and Behavioral Health Authority (CSB) are committed to a collaborative continuous quality improvement (CQI) process aimed at improving the quality, transparency, accessibility, consistency, integration, and responsiveness of services across the Commonwealth pursuant to Code §37.2-508(C) and §37.2-608(C). Exhibit B establishes the CQI framework through which CSBs, providing community behavioral health services, and the Department engage in the CQI processes that are established to track progress towards meeting established benchmarks, identify barriers to achievement, and understand and address root causes that impacts progress. For the purposes of this Exhibit, "benchmark" is defined as the measure target for achievement that is established by the Department in collaboration with CSB.

II. Measure Development

The establishment of benchmarks is a collaborative process with the CSBs and exists as part of the Department's Behavioral Health Measure Development and Review process (See Attachment 1).

III. Technical Assistance

An opportunity for technical assistance exists when a CSB requires support in meeting an established goal. The following graduated response will be employed to support the CSB to achievement.

Technical Assistance (TA)
For the purposes of this Exhibit, technical assistance (TA) is defined as targeted, collaborative support provided by the Department to CSBs for the purposes of improving performance on the core measures outlined in Section V of this exhibit. The Department may initiate the process for its provision of TA when a CSB's performance does not meet the benchmark. Upon receipt of Department notification of the requirement for CSB participation in TA, the CSB shall respond to the Department within 10 business days to confirm receipt and establish next steps.

Additionally, TA may be requested by the CSB at any time. A CSB may request TA from the Department by completing the Exhibit B TA Request form. The Department shall respond to the CSB request for TA within 10 business days to confirm receipt and establish next steps.

The Department will work to address CSB-raised concerns or identified Department data issues as part of the technical assistance process.

IV. Performance Monitoring

A. Performance Improvement Plan (PIP)
Develop a Performance Improvement Plan (PIP). For the purposes of this Exhibit, a PIP is defined as a written, collaborative agreement between the Department and the CSB that identifies specific action steps required to support the CSB in meeting identified benchmarks for core performance measures as outlined in Section V of this exhibit. A PIP will not be entered into until at least 6 months of TA has been provided in order to allow for the review of at least 2 quarters of data, or as otherwise established by the Department.

B. Corrective Action Plan (CAP)
In the event PIP implementation does not result in improvement regarding core performance measures pursuant to Section V of this exhibit; the Department may seek other remedies as outlined in the

Compliance and Remediation section of the performance contract such as initiating a CAP. For the purpose of this Exhibit, a CAP is defined as a written plan to address lack of achievements with identified benchmarks for core performance measures outlined in Section V of this exhibit. The Department may also find it necessary to enter into a CAP with the CSB in circumstances where the severity of the issue(s) is determined to be necessary for a CAP versus a PIP. If the CSB refuses to participate in the TA and/or PIP process, a CAP will be initiated by the Department. If the CSB disagrees with the CAP they shall utilize the Compliance and Remediation of the performance contract.

V. Performance Measures

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

A. Suicide Screening Measure

Percent of individuals ages six and older that receive Columbia Suicide Severity Rating Scale screening within 30 days before or 5 days after a new MH or SUD case has been opened.
Benchmark: The CSB shall conduct a Columbia Suicide Severity Rating Scale screening for at least 86 percent of individuals with a new MH or SUD case opening.

B. Same Day Access Measures

1. **ISERV Definition**: The percentage of new consumers with initial comprehensive needs assessment provided within 10 business days of first contact as well as the mean number of days from the first contact. DBHDS and CSB will collaborate to determine how to collect this information in FY26.
   Benchmark: CSB and DBHDS will work together to establish by SFY27

2. **Appointment Kept:** Percentage of new consumers with initial comprehensive needs assessment who keep and attend a follow up appointment within 30 days.
   Benchmark: At least 70 percent of the individuals seen in SDA who are determined to need a follow-up service will return to attend that service within 30 calendar days of the SDA assessment.

C. SUD Engagement Measure (Block Grant SAMSHA/DBHDS Requirement)

Percentage of individuals 13 years or older with a new episode of substance use disorder services as a result of a new SUD diagnosis who initiate services within 14 days of diagnosis and attend at least two follow up SUD services within 30 days.
Benchmark: The CSB shall have at least 65% of SUD clients engage in treatment per this definition of engagement.

D. DLA-20 Measure

The percentage of individuals receiving STEP-VA services assessed using the DLA-20 who demonstrate improvement in their DLA-20 score over a 6-month period.
Benchmark: CSB and DBHDS will work together to establish by SFY27

AMENDMENT 3
AMENDED AND RESTATED EXHIBIT B: FY2026 AND FY2027 COMMUNITY SERVICES BOARD
CONTINUOUS QUALITY IMPROVEMENT (CQI) PROCESS
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VI. Additional Expectations and Elements Being Monitored

The data elements and expectations of this section are active expectations regarding CSB operations and implementation. The Department in collaboration with the VACSB Data Management, Quality Leadership, and Quality and Outcomes Committees will monitor outcome and performance measures in this section.

A. Outpatient Primary Care Screening and Monitoring

1. Primary Care Screening

Measures - The percentage of Adults with a SMI diagnosis and children with SED, engaged in MH CM and Psychiatry services, who receive an annual primary care screening to include height, weight and therefore, BMI

Benchmark - CSB and DBHDS will work together to establish by SFY27.

Outcomes - To provide yearly primary care screening to identify and provide related care coordination to ensure access to needed physical health care to reduce the number of individuals with serious mental illness (SMI), known to be at higher risk for poor physical health outcomes largely due to unidentified chronic conditions.

Monitoring- CSB must report the screen completion and monitoring completion as required by DBHDS.

2. Antipsychotic Metabolic Screening

Measures - The percentage of individuals, receiving STEP-VA services, over the age of 3 years old, receiving antipsychotic medications prescribed by a CSB, who have undergone metabolic screenings within 1 year of identification and comply with recommended metabolic screening schedule (at least annually)

Benchmark - CSB and DBHDS will work together to establish by SFY27

Outcomes - To provide screening in order to identify and provide related care coordination to ensure access needed to physical health care as well as additional information for psychiatric providers. Individuals with serious mental illness (SMI) or serious emotional disturbance (SED) are known to be at higher risk for poor physical health outcomes.

Monitoring - CSB must report the screen completion and monitoring completion as required by DBHDS

B. Outpatient Services

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

Measures - Percent of CSB Outpatient provider staff that have received the required 8 hours of trauma focused training within the first year of employment and 4 hours in each subsequent year or until 40 hours of trauma-focused training can be demonstrated

Benchmark - Benchmark is 95% of above mentioned staff.

Monitoring: Provide training data regarding required trauma training yearly in July when completing evidence-based practice survey.

C. Service Members, Veterans, and Families (SMVF)

(1) **Training**

Measures - Percent of CSB Direct Services Staff that receive military cultural competency training within 90 days of hire and every 3 years of employment thereafter.

Benchmark – 95% of CSB staff delivering direct services to the SMVF population

(2) **Identifying SMVF members**

Measures- At admission, health records in all program areas will contain a valid entry for the Military Status demographic variable.

Benchmark- The CSB shall ensure the Benchmark of 90% of individuals will have a valid entry at admission for MH/SUD services.

D. Peer and Family Support Services

(1) **Peer FTEs (STEP-VA Funded)**

(a) **Measure**: Total number of Peer Support Services FTE offering peer support services in mental health and/or substance use treatment settings funded by STEP-VA allocations.

(b) **Benchmark**: Year 1 will allow for monitoring and benchmarking.

(2) **Peer FTEs (Total)**

(a) **Measure:** Total number of Peer Support Services FTE offering peer support services in CSB/BHA from all funding sources.

(b) Benchmark: Year 1 will allow for monitoring and benchmarking

(3) **Peer Certification and Registration**

(a) **Measure**: Peer Supporters will obtain certification within 15 months of hire and be registered within 18 months of hire (from the Board of Counseling)

(b) **Benchmark**: There is not a benchmark at this time as FY24 is the first year collecting this information. We will revisit setting a benchmark next year.

AMENDMENT 3
AMENDED AND RESTATED EXHIBIT B: FY2026 AND FY2027 COMMUNITY SERVICES BOARD
CONTINUOUS QUALITY IMPROVEMENT (CQI) PROCESS
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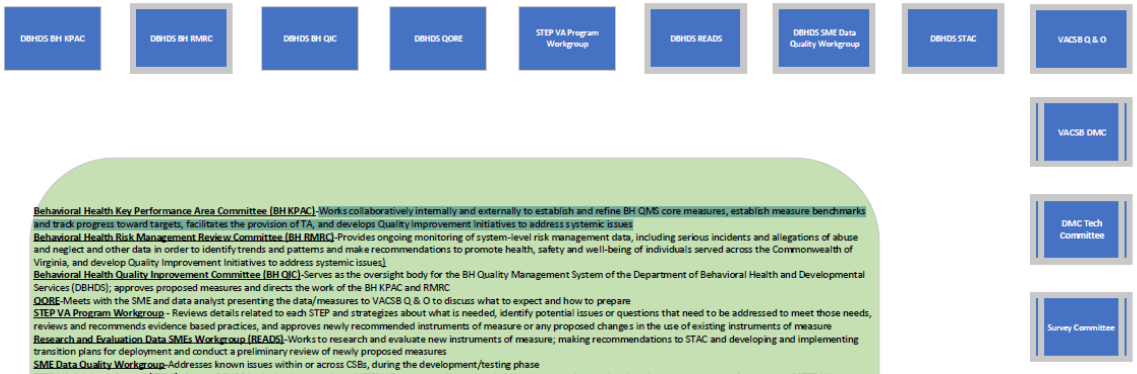
Attachment 1

DBHDS

Quality and Data Committees Involved in BH Quality and Data Work



Behavioral Health Key Performance Area Committee (BH KPAC)-Works collaboratively internally and externally to establish and refine BH QMS core measures, establish measure benchmarks and track progress toward targets, facilitates the provision of TA, and develops Quality Improvement Initiatives to address systemic issues
Behavioral Health Risk Management Review Committee (BH RMRC)-Provides ongoing monitoring of system-level risk management data, including serious incidents and allegations of abuse and neglect and other data in order to identify trends and patterns and make recommendations to promote health, safety and well-being of individuals served across the Commonwealth of Virginia, and develop Quality Improvement Initiatives to address systemic issues.
Behavioral Health Quality Improvement Committee (BH QIC)-Serves as the oversight body for the BH Quality Management System of the Department of Behavioral Health and Developmental Services (DBHDS), approves proposed measures and directs the work of the BH KPAC and RMRC
QORE-Meets with the SME and data analyst presenting the data/measures to VACSB Q & O to discuss what to expect and how to prepare
STEP VA Program Workgroup - Reviews details related to each STEP and strategizes about what is needed, identify potential issues or questions that need to be addressed to meet those needs, reviews and recommends evidence based practices, and approves newly recommended instruments of measure or any proposed changes in the use of existing instruments of measure
Research and Evaluation Data SMEs Workgroup (READS)-Works to research and evaluate new instruments of measure; making recommendations to STAC and developing and implementing transition plans for deployment and conduct a preliminary review of newly proposed measures
SME Data Quality Workgroup-Addresses known issues within or across CSBs, during the development/testing phase
STEP VA Advisory Council (STAC)- Assists DBHDS in the implementation of STEP VA, to create the appropriate regulatory and operational environment to ensure the success of STEP VA
Virginia Association of Community Services Boards (VACSB) Quality and Outcomes Committee-Reviews and discusses current and proposed CSB measures; identifying trends by region and statewide; discussing performance reasons at a regional and statewide level
VACSB Data Management Committee (DMC)-Operationalizes how the boards configure data collection mechanisms within their respective board EHRs to collect and report data on identified measures
VACSB DMC Tech-Conducts a preliminary review of measures
VACSB Survey Committee-Reviews and develops surveys used as data collection tools for reporting purposes, when no other mechanisms for data collection and reporting exist

*Boxes outlined in grey denote CSB involvement

4/12/24

AMENDMENT 3
AMENDED AND RESTATED EXHIBIT B: FY2026 AND FY2027 COMMUNITY SERVICES BOARD
CONTINUOUS QUALITY IMPROVEMENT (CQI) PROCESS
FOR
BEHAVIORAL HEALTH PERFORMANCE MEASURES
Contract No. P1636. [CSB Code] . 3

DBHDS

Behavioral Health Quality and Data Committees and Virginia Association of Community Services Boards Data Governance Engagement

DBHDS BH KPAC | DBHDS BH RMRC | DBHDS BH QIC | DBHDS QORE | STEP VA Program Workgroup | DBHDS READS | DBHDS SME Data Quality Workgroup | DBHDS STAC | VACSB Q & O | VACSB DMC | DMC Tech Committee | Survey Committee

"In 2023, the Department of Behavioral Health and Developmental Services (DBHDS) launched an initiative to revamp its data governance strategy, resulting in the establishment of a robust Data Governance Program. Comprising the Data Governance Council, Data Decision Team, and Working Groups, this program aims to optimize the agency's objectives by providing strategic direction, facilitating decision-making processes, and operationalizing data governance activities.

With Data Quality as a starting point, DBHDS can begin to understand how best to engage the Community Service Boards (CSBs) in the larger framework. We are grateful to have received CSB participant recommendations from the Data Management Committee (DMC) to support DBHDS' data governance program. As providers of data to DBHDS, CSBs are encouraged to actively engage in this framework by participating in meetings, providing input on data-related matters, and adhering to established policies and standards. Additionally, CSBs can contribute their domain-specific expertise to inform decision-making and support the implementation of data governance practices.

To further involve CSBs in our Data Governance Program, our next steps involve securing 1-2 volunteers from the DMC's list of potential participations to be part of the Quality Working Group. This group presents CSBs with the opportunity to actively contribute to improving data quality and alleviating administrative burdens. By participating in this collaborative effort, CSBs can directly influence the development and implementation of data quality standards, policies, and best practices that align with their organization's needs and objectives."

DBHDS Data Governance Team

*Boxes outlined in grey denote CSB involvement

4/12/24

DBHDS

Behavioral Health Measure Development Process

Please note: STAC and the VACSB Survey Committee are not included in this process; as the former has activities that are separate from those of the measure development process and the latter's involvement is embedded in the Data Request Sub Process already in existence.

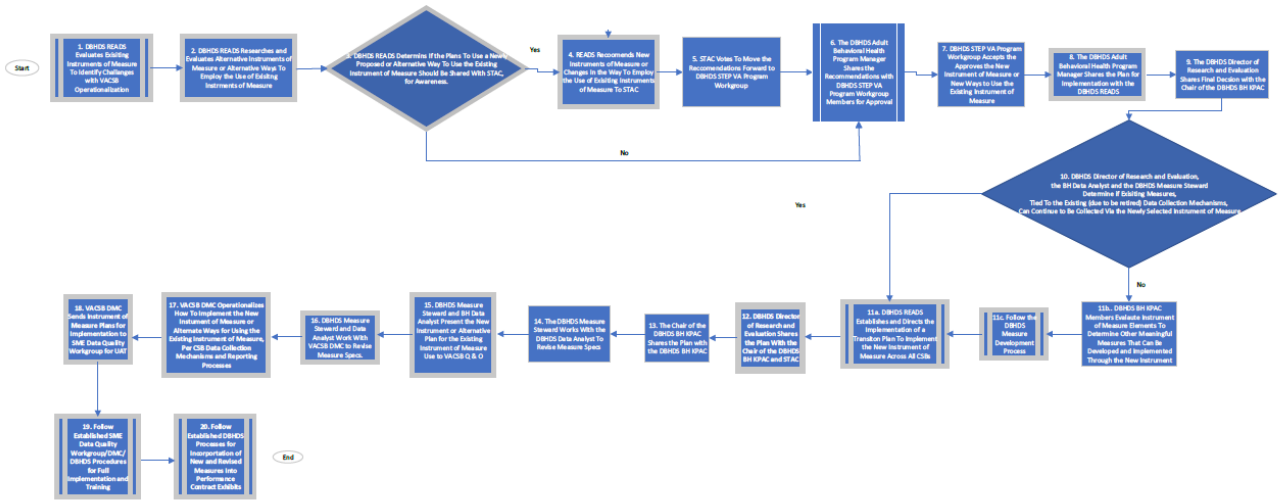
*Boxes outlined in grey denote CSB involvement

4/12/24

AMENDMENT 3
AMENDED AND RESTATED EXHIBIT B: FY2026 AND FY2027 COMMUNITY SERVICES BOARD
CONTINUOUS QUALITY IMPROVEMENT (CQI) PROCESS
FOR
BEHAVIORAL HEALTH PERFORMANCE MEASURES
Contract No. P1636. [CSB Code] . 3

DBHDS

BH Instrument of Measure Development and Revision Process



*Boxes outlined in grey denote CSB involvement

4/12/24

AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT
Exhibit C - PHI Data Sharing and Use Agreement
Contract No. P1636.[vCSBCode]**.3**

Background
Various laws govern the confidentiality and security of individually identifiable health information, including the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (1996) and its accompanying standards found at 45 CFR 160, 162, and 164 ("HIPAA") and the regulations governing the confidentiality of substance use disorder patient records found at Part 2.

CSBs are considered covered entities under HIPAA as organizations collecting and transmitting PHI in electronic form. Further, CSBs are considered federally assisted programs subject to the requirements of Part 2 because they receive federal funding, and they provide diagnosis, treatment, and referral for treatment of substance use disorders.

DBHDS is considered a health oversight agency in relation to the CSBs under HIPAA as a governmental agency with oversight obligations for the publicly funded behavioral health system. Further, DBHDS is a state governmental agency that provides financial assistance to CSBs as Part 2 programs and is authorized by the Code of Virginia to regulate the activities of the CSBs. DBHDS is tasked with ongoing monitoring of the CSBs and their compliance with the terms of the performance contract pursuant to sections 37.2-508 and 37.2-608 of the Code of Virginia.

HIPAA permits disclosure of PHI by a covered entity to a health oversight agency for various oversight activities authorized by law. (45 CFR 164.512(d)(1))

Part 2 permits the disclosure of PHI by a Part 2 program to a state governmental agency that provides financial assistance to the Part 2 program or is authorized by law to regulate the activities of the Part 2 program for audit and evaluation purposes. Audits and evaluations under this section of the regulation may include but are not limited to the identification of actions DBHDS can make to improve care and outcomes for patients with substance use disorders who are treated by Part 2 programs or ensuring that resources are managed effectively to care for patients. Disclosure of this nature requires this written agreement between the parties.

A. CSB Responsibilities

Exchange data, including PHI, with DBHDS upon request for the purposes of oversight, audit, and/or evaluation.

B. DBHDS Responsibilities

1. DBHDS agrees to follow appropriate process and procedure for requesting data from CSBs as outlined elsewhere in this Performance Contract.
2. Pursuant to 42 CFR § 2.53, DBHDS agrees to:
    a. Maintain and destroy the PHI in a manner consistent with policies and procedures established that comply with 42 CFR § 2.16.
    b. Retain records in compliance with applicable federal, state, and local record retention laws.
    c. Comply with the limitations on use and disclosure at 42 CFR § 2.53(f), which requires that information disclosed under this agreement may only be disclosed back to the Part 2 program from which it was obtained and may be used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by a court order entered under 42 CFR § 2.66.

AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT
Exhibit E: Performance Contract Schedule and Process

Purpose
The purpose of this Exhibit is to provide the CSB with the schedule and process for providing the community services performance contract and other required program and financial data to the Department. It also provides administrative performance requirements and processes specific to this Exhibit.

DUE DATE	DESCRIPTION
5-20-25	1. The Office of Fiscal and Grants Management (OFGM) distributes the Letters of Notification to CSB with state and federal block grant funds allocations. **NOTE:** *This is contingent on the implementation of the fiscal year budget as passed by the General Assembly and signed into law by the Governor. The Code of Virginia allows the Governor to make certain adjustments to the Budget. Changes in Federal legislation, inclement weather and uncertain revenue collections, are just a few examples of events that may require adjustments to the budget in order to maintain the balanced budget as required by Virginia's constitution.* 2. The Department distributes the current fiscal year performance contract and associated report. to CSB. CSB must only provide allocations of state and federal funds or amounts subsequently revised by or negotiated and approved by the Department and have actual appropriated amounts of local matching funds.
See Section II for the Department's State (790) and Federal Funding Disbursement Schedules	
	New State Fiscal Year Begins
07-01-25	The current fiscal year performance contract, revisions, or Exhibits D that may be due at this time should be signed and submitted electronically by the CSB.
07-17-25	The Department distributes the end of the fiscal year report.
07-31-25	Prior fiscal year Q4 Turnover and Vacancy Reporting is due End of fiscal Staffing and Compensation Report is due for prior fiscal year
08/05/25	1. The Performance Contract budget report is due back to the Department. 2. Local Match: If the CSB will not meet the minimum 10 percent local matching funds requirement at the beginning of the fiscal year, it must submit a written request for a waiver, pursuant to § 37.2-509 of the Code and State Board Policy 4010 and the Minimum Ten Percent Matching Funds Waiver Request Guidelines sent to the OEMS performancecontractsupport@dbhds.virginia.gov email address.
08-19-25	Due date for any final CCS3 extract submission regarding FY25 program services.
09-02-25	1. CSB send end of the fiscal year report to the Department. 2. The OEMS reviews program services for any discrepancies and works with the CSB to resolves deficiencies. 3. OFGM reviews the financial portions of reports for any discrepancies and works with CSB to resolve deficiencies.

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9-18-2025	1. CSB must resubmit approved revised end of the year financial reports no later than 09-18-2025. This is the final closeout date. The Department will not accept report corrections after this date.
09-30-25	1. All CSB signed performance contracts and applicable Exhibits D are due to the Department for final signature by the Commissioner pursuant to § 37.2-508 of the Code. 2. Federal Balance Reports are sent to CSB. Inaccurate or no submission of reports from end of fiscal year or performance contract reports and/or unsigned performance contracts will be out of compliance and may result in delayed payment disbursement until signed contract is received by the Department and/or a one- time, one percent reduction not to exceed $15,000 of state funds apportioned for CSB administrative expenses.
10-1-25	**New Federal Fiscal Year Begins**
10-03-25	After the Commissioner signs the contracts, a fully executed copy of the performance contract and applicable Exhibits D will be sent to the CSB electronically by OEMS.
10-16-25	CSB submits Federal Balance Reports to the OFGM.
10-31-25	Q1 Turnover and Vacancy Reporting is due.
12-02-25	1. CSB that are not local government departments or included in local government audits send one copy of their Certified Public Accountant (CPA) audit reports for the previous fiscal year on all CSB operated programs to the Department's Office of Budget and Financial Reporting (OBFR). CSB must complete the Exhibit F (B) Single Audit Exemption Form if it is not subject to a single audit. 2. CSB submit a copy of CPA audit reports for all contract programs for their last full fiscal year, ending on June 30th, to the OBFR. For programs with different fiscal years, reports are due three months after the end of the year. 3. The CSB shall have a management letter and plan of correction for identified material deficiencies which must be sent with these reports. 4. Audit reports for CSB that are local government departments or are included in local government audits are submitted to the Auditor of Public Accounts (APA) by the local government.
12-29-25	CSB end of the fiscal year reports that are not accurate and/or incomplete, payments may not be released
01-06-26	The Department distributes the mid-year performance contract fiscal report to CSB for completion .
01-30-26	Q2 Turnover and Vacancy Reporting is due.
02-18-26	CSB send complete mid-year reports.
03-31-26	CSB must submit their final, complete and accurate mid-year financial reports .
04-30-26	Q3 Turnover and Vacancy Reporting is due.
	New State Fiscal Year Begins
07-01-26	The current fiscal year performance contract, revisions, or Exhibits D that may be due at this time should be signed and submitted electronically by the CSB.
07-15-26	The Department distributes the end of the fiscal year performance contract report for completion by CSB .
08-05-26	Local Match: If the CSB has not met or maintained the minimum 10 percent local matching funds requirement at the end of the previous fiscal year, it must submit a written request for a waiver, pursuant to § 37.2-509 of the Code and State Board Policy 4010 and the Minimum Ten Percent Matching Funds Waiver Request Guidelines sent to the OMS performancecontractsupport@dbhds.virginia.gov email address.

AMENDMENT 3
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08-31-26	1. CSB sends complete end of the fiscal year report. 2. The OMS reviews program services sections of the reports for any discrepancies and works with the CSB to resolve deficiencies. 3. OFGM reviews financial portions of reports for any discrepancies and works with CSB to resolve deficiencies.
9-18-2026	CSB must resubmit approved revised program and financial reports. . This is the final closeout date. The Department will not accept report corrections after this date.
09-30-26	All CSB signed performance contracts and applicable Exhibits D are due to the Department for final signature by the Commissioner pursuant to § 37.2-508 of the Code. <u>Inaccurate or no submission of reports from 9-18-2026 and/or unsigned performance contracts will be out of compliance and may result in a one- time, one percent reduction not to exceed $15,000 of state funds apportioned for CSB administrative expenses.</u>
10-02-26	After the Commissioner signs the contracts, a fully executed copy of the performance contract and applicable Exhibits D will be sent to the CSB electronically by OMS.
10-13-26	CSB submits Federal Balance Reports to the OFGM.
12-02-26	1. CSBs that are not local government departments or included in local government audits send one copy of their Certified Public Accountant (CPA) audit reports for the previous fiscal year on all CSB operated programs to the Department's Office of Budget and Financial Reporting (OBFR). 2. CSB submit a copy of CPA audit reports for all contract programs for their last full fiscal year, ending on June 30th, to the OBFR. For programs with different fiscal years, reports are due three months after the end of the year. 3. The CSB shall have a management letter and plan of correction for identified material deficiencies which must be sent with these reports. 4. Audit reports for CSB that are local government departments or are included in local government audits are submitted to the Auditor of Public Accounts (APA) by the local government.
01-05-27	The Department distributes of the mid-year financial performance contract report to CSB for completion.
02-16-27	CSB send complete mid-year financial performance contract reports and a revised Table 1: Board of Directors Membership Characteristics.
03-31-27	CSB must submit their final, complete and accurate mid-year financial performance contract reports.

AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
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Exhibit E: Performance Contract Schedule and Process

I. Administrative Performance Requirements

The CSB shall meet these administrative performance requirements in submitting its performance contract, contract revisions, and mid-year and end-of-the-fiscal year performance contract reports, and required program service data through the reporting mechanism established by the Department.

A. The performance contract and any revisions submitted by the CSB shall be:

1. complete all required information is displayed in the correct places and all required Exhibits, including applicable signature pages, are included;
2. consistent with Letter of Notification allocations or figures subsequently revised by or negotiated with the Department.
3. prepared in accordance with instructions by the Department;
4. received by the due dates listed in this Exhibit. If the CSB does not meet these performance contract requirements, the Department may delay future payments of state and federal funds until satisfactory performance is achieved.

B. Mid-year and end-of-the-fiscal year performance contract reports submitted by the CSB shall be:

1. complete, all required information is displayed in the correct places, all required data are included in the reports, and any other required information not included in reports are submitted;
2. consistent with the state and federal grant funds allocations in the Letter of Notification or figures subsequently revised by or negotiated with the Department;
3. prepared in accordance with instructions provided by the Department;
4. all related funding, expense, and cost data are consistent, and correct within a report, and errors identified are corrected; and
5. received by the due dates listed in this Exhibit

C. If the CSB does not meet these requirements for its mid-year and end-of-the-fiscal year reports, the Department may delay future payments until satisfactory performance is achieved. The Department may impose one-time reductions of state funds apportioned for CSB administrative expenses on a CSB for its failure to meet the requirements in its end-of-the-fiscal year report may have a one percent reduction not to exceed $15,000 unless an extension has been granted by the Department.

D. If the CSB fails to meet other reporting requirements in this Exhibit, the Department may delay payments until satisfactory performance is achieved.

E. If the Department is at fault for the CSB not submitting timely reports, no penalty shall be applied to CSB.

F. If the Department negotiates a performance improvement plan or corrective action plan with a CSB because of unacceptable data quality, and the CSB fails to satisfy the requirements by the end of the contract term, the Department may impose a one-time one percent reduction not to exceed a total of $15,000 of state funds apportioned for CSB administrative expenses and other applicable non-compliance penalties.

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

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H. Process for Obtaining an Extension of the End-of-the-Fiscal Year Report Due Date

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

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FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
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Exhibit E: Performance Contract Schedule and Process

II. CSB Payment Disbursement Schedule

FY 2026 CSB Payment Key Dates			
Warrant #	**Payment Date**	**Due to A/P**	**Payment Adjustments due from CO Program Staff**
1	July 8, 2025	June 20, 2025	June 13, 2025
2	July 15, 2025	July 7, 2025	June 27, 2025
3	August 1, 2025	July 22, 2025	July 15, 2025
4	August 15, 2025	August 5, 2025	July 25, 2025
5	September 3, 2025	August 15, 2025	August 8, 2025
6	September 15, 2025	September 5, 2025	August 29, 2025
7	October 1, 2025	September 23, 2025	September 16, 2025
8	October 15, 2025	October 3, 2025	September 26, 2025
9	November 3, 2025	October 17, 2025	October 10, 2025
10	November 17, 2025	November 3, 2025	October 28, 2025
11	December 1, 2025	November 17, 2025	November 7, 2025
12	December 15, 2025	December 5, 2025	November 28, 2025
13	January 2, 2026	December 15, 2025	December 8, 2025
14	January 15, 2026	January 2, 2026	December 26, 2025
15	February 2, 2026	January 16, 2026	January 9, 2026
16	February 17, 2026	February 2, 2026	January 23, 2026
17	March 2, 2026	February 18, 2026	February 6, 2026
18	March 16, 2026	March 2, 2026	February 20, 2026
19	April 1, 2026	March 20, 2026	March 13, 2026
20	April 15, 2026	April 3, 2026	March 27, 2026
21	May 1, 2026	April 22, 2026	April 15, 2026
22	May 15, 2026	May 1, 2026	April 27, 2026
23	June 1, 2026	May 22, 2026	May 15, 2026
24	June 15, 2026	June 8, 2026	June 2, 2026

AMENDMENT 3
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Exhibit E: Performance Contract Schedule and Process

FY 2025 Federal Reimbursement Schedule

Month	Beginning of Submission Period	Due Date for Requests	Due Date for L1 Approval	Due Date for L2 Approval	Drawdowns Due/Final Review Date	Date of Payment
January	December 21, 2024	January 21, 2025	February 3, 2025	February 10, 2025	February 13, 2025	February 20, 2025
February	January 22, 2025	February 20, 2025	March 3, 2025	March 11, 2025	March 14, 2025	March 20, 2025
March	February 21, 2025	March 20, 2025	April 4, 2025	April 14, 2025	April 16, 2025	April 21, 2025
April	March 21, 2025	April 21, 2025	May 2, 2025	May 12, 2025	May 16, 2025	May 20, 2025
May	April 22, 2025	May 20, 2025	June 4, 2025	June 13, 2025	June 17, 2025	June 20, 2025
June	May 21, 2025	June 20, 2025	July 3, 2025	July 14, 2025	July 17, 2025	July 21, 2025
July	June 21, 2025	July 21, 2025	August 4, 2025	August 13, 2025	August 15, 2025	August 20, 2025
August	July 22, 2025	August 20, 2025	September 3, 2025	September 15, 2025	September 17, 2025	September 22, 2025
September	August 21, 2025	September 19, 2025	October 3, 2025	October 13, 2025	October 15, 2025	October 20, 2025
October	September 20, 2025	October 20, 2025	November 3, 2025	November 13, 2025	November 17, 2025	November 20, 2025
November	October 21, 2025	November 20, 2025	December 4, 2025	December 15, 2025	December 17, 2025	December 22, 2025
December	November 21, 2025	December 19, 2025	January 5, 2026	January 14, 2026	January 16, 2026	January 21, 2026

FY 2026 Federal Reimbursement Schedule

Month	Beginning of Submission Period	Due Date for Requests	Due Date for L1 Approval	Due Date for L2 Approval	Drawdowns Due/Final Review Date	Date of Payment
January	December 20, 2025	January 20, 2026	February 3, 2026	February 10, 2026	February 13, 2026	February 20, 2026
February	January 21, 2026	February 20, 2026	March 3, 2026	March 10, 2026	March 13, 2026	March 20, 2026
March	February 21, 2026	March 20, 2026	April 3, 2026	April 10, 2026	April 13, 2026	April 20, 2026
April	March 21, 2026	April 20, 2026	May 4, 2026	May 11, 2026	May 14, 2026	May 20, 2026
May	April 21, 2026	May 20, 2026	June 3, 2026	June 10, 2026	June 15, 2026	June 22, 2026
June	May 21, 2026	June 19, 2026	July 2, 2026	July 10, 2026	July 13, 2026	July 20, 2026
July	June 20, 2026	July 20, 2026	August 3, 2026	August 10, 2026	August 14, 2026	August 20, 2026
August	July 21, 2026	August 20, 2026	September 3, 2026	September 10, 2026	September 14, 2026	September 21, 2026
September	August 21, 2026	September 21, 2026	October 2, 2026	October 12, 2026	October 14, 2026	October 20, 2026
October	September 22, 2026	October 20, 2026	November 3, 2026	November 10, 2026	November 13, 2026	November 20, 2026
November	October 21, 2026	November 20, 2026	December 3, 2026	December 10, 2026	December 14, 2026	December 21, 2026
December	November 21, 2026	December 21, 2026	January 4, 2027	January 12, 2027	January 15, 2027	January 20, 2027

AMENDMENT 3
AMENDED AND RESTATED FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT MASTER AGREEMENT AND SUPPLEMENTAL DOCUMENTS EXHIBIT F: FEDERAL GRANT COMPLIANCE REQUIREMENTS

Contract No. P1636.CSBCode.3

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AMENDMENT 3
AMENDED AND RESTATED FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT MASTER AGREEMENT AND SUPPLEMENTAL DOCUMENTS EXHIBIT F: FEDERAL GRANT COMPLIANCE REQUIREMENTS

Contract No. P1636.CSBCode.3

I. Background

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

As a primary recipient of federal funds, state agencies serve a pass-through role in which funds are sub-awarded to Subrecipients. Federal regulations require that pass-through entities provide monitoring of their Subrecipient which is outlined in Sections 200.300 through 200.476 in 2 C.F.R. Part 200 and Sections 75.300 through 75.477 in 45 C.F.R. Part 75 for SAMHSA awards. Further, audit requirements contained in 2 C.F.R. Part 200, Subpart F and 45 C.F.R. Part 75, Subpart F for SAMHSA awards, require that pass-through entities monitor the activities of their Subrecipient, as necessary, to ensure that federal awards are used appropriately and that performance goals are achieved.

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

II. Defined Terms

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

Capital Expenditures – Expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.

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

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

De Minimis Rate – Pursuant to 2 CFR 200.414, this is the default indirect cost rate for any non-Federal entity that does not have a current negotiated (including provisional) indirect cost rate. The rate is set at 15% of modified total direct costs (MTDC).

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

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

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

Equipment – Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $10,000.

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

Expenditure – A transaction for which cash has been dispersed to an entity to pay for a good or service.

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

Funding Opportunity Announcement (FOA) – The document that all federal agencies utilize to announce the availability of grant funds to the public. This is used interchangeably with NOFO.

Indirect Costs (IDC) – Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved.

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

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

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

Modified Total Direct Cost – The MTDC base consists of 1) all direct salaries and wages; 2) applicable fringe benefits; 3) materials and supplies; 4) services; 5) travel, and; 6) up to the first $50,000 of each subaward or contract (regardless of the period of performance of the subaward or contract under the award). The MTDC base **must exclude**: expenditures for equipment; capital expenditures; charges for patient care; rental costs; tuition reimbursement; scholarships and fellowships; participant support costs [direct costs for items such as travel allowances and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects], and; the portion of each subaward or contract in excess of $50,000.

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

Notice of Funding Opportunity (NOFO) – The document that all federal agencies utilize to announce the availability of grant funds to the public. This is used interchangeably with FOA.

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

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

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

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

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

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

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

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

Total compensation – The cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)): salary and bonus; awards of stock, stock options, and stock appreciation rights (use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards

No. 123 (Revised 2004) (FAS 123R), Shared Based Payments); earnings for services under non-equity incentive plans (this does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees); change in pension value (this is the change in present value of defined benefit and actuarial pension plans); above-market earnings on deferred compensation which is not tax-qualified and; other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000. [75 FR 55669, Sept. 14, 2010, as amended at 79 FR 75879, Dec. 19, 2014]

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

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

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

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

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

A. Ensure every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward. If any of these data elements change, DBHDS will include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. This information includes:

1. Subrecipient name (which must match the name associated with its unique entity identifier);
2. Subrecipient's unique entity identifier;
3. Federal Award Identification Number (FAIN);
4. Federal Award Date (see § 200.1 and § 75.2 Federal award date) of award to the recipient by the awarding agency;
5. Subaward Period of Performance Start and End Date (Dates within which DBHDS may expend funds);
6. Subaward Budget Period Start and End Date (Dates within which the subrecipient may expend funds from a subaward);
7. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;
8. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;

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

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

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

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

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

IV. General Federal Grant Requirements for the Department and CSBs

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

A. SAMHSA GRANTS

1. **Grant Oversight:** The CSBs and the Department are legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 2 CFR 200.331 - 200.333 and 45 CFR 75.351 – 75.353, Sub-recipient monitoring and management.
2. **Acceptance of the Terms of an Award:** By drawing or otherwise obtaining funds from DBHDS that resulted from funds obtained from the Health and Human Services (HHS)

Payment Management System), the subrecipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the subrecipient cannot accept the terms, the subrecipient should notify the Program contact at DBHDS prior to the execution of its Exhibit D or Notice of Award. Once the Exhibit D or Notice of Award is executed by the subrecipient, the contents of the Exhibit D or Notice of Award are binding on the subrecipient until modified and signed by both parties.

Certification Statement: By invoicing DBHDS for funds, the subrecipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and drawdown funds. Recipients of Department of Health and Human Services'(DHHS) grants or cooperative agreement awards, and their Subrecipient, must comply with all terms and conditions of their awards, including: (a) terms and conditions included in the HHS Grants Policy Statement in effect at the time of a new, non-competing continuation, or renewal award (HHS Grants Policy Statement Oct. 1, 2024), including the requirements of HHS grants administration regulations; (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (c) applicable requirements or limitations in appropriations acts; and (d) any requirements specific to the particular award specified in program policy and guidance, the FOA, the NOFO, or the NOA.

3. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards**: The NOA issued is subject to the administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75.
4. **Award Expectations:** The eligibility and program requirements originally outlined in the FOA or NOFO must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as reflected in the FOA and related policy and guidance. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by Substance Abuse and Mental Health Services Administration (SAMHSA). Subrecipient must comply with the Scope of Services of their award.
5. **Flow down of requirements to sub-recipients:** The grantee, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 2 CFR 200.331 – 2 CFR 200.332 and 45 CFR 75.351 – 75.353, Subrecipient monitoring and management.
6. **Risk Assessment:** SAMHSA's Office of Financial Advisory Services (OFAS) may perform an administrative review of the subrecipient organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75 and 2 CFR 200, as applicable. DBHDS reviews and determines the risk associated with its Subrecipient. As part of the risk assessment process, DBHDS may perform an administrative review of the subrecipient's financial management system.
7. **Improper Payments:** Any expenditure by the Subrecipient which is found by auditors, investigators, and other authorized representatives of DBHDS, the Commonwealth of Virginia, the U.S. Department of Health and Human Services, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of the NOA, FOA, NOFO or

this Exhibit, or involving any fraudulent, deceptive, or misleading representations or activities of the Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by DBHDS for the given program or any other funding agreements between DBHDS and the Subrecipient. This provision shall survive the expiration or termination of the applicable Performance Contract.

8. **Treatment of Property and Equipment:** If the Program permits the Subrecipient or entities that receive funding from the Subrecipient to purchase real property or equipment with grant funds, the Program retains a residual financial interest, enabling the Program to recover the assets or determine final disposition. This will be accomplished on a case-by-case basis, according to the federal grant guidelines applicable to the grant that is funding the service(s) in accordance with 2 CFR 200.1 and 45 CFR 75.2. Equipment is defined in the defined terms section of this Exhibit.
9. **Program Income:** Program income accrued under this grant award must be reported to the Recipient and must be used to further the objectives of the grant project and only for allowable costs.
10. **Financial Management:** The Subrecipient shall maintain a financial management system and financial records and shall administer funds received in accordance with all applicable federal and state requirements, including without limitation:
    1) the Uniform Guidance, 2 C.F.R. Part 200 and 45 C.F.R. Part 75;
    2) the NOA; and
    3) FOA or NOFO

    The Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by DBHDS if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Exhibit.
11. **Audit of Financial Records:** The Subrecipient shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) 2 CFR 200.500 - 200.521 (Audits of States, Local, Governments and Non-Profit organizations) and 45 CFR 75.500 – 75.521 as applicable. The Subrecipient will, if total Federal funds expended are $1,000,000 or more a year, have a single or program specific financial statement audit conducted for the annual period in compliance with the General Accounting Office audit standards (2 CFR 200.501(a) and 45 CFR 75-501(a)).

    If total federal funds expended are less than $1,000,000 for a year the Subrecipient is exempt from federal audit requirements (2 CFR 200.501(d) and 45 CFR 75-501(d)), but the Subrecipient's records must be available to the Pass-Through Agency and appropriate officials of HHS, SAMHSA, the U.S. Government Accountability Office and the Comptroller General of the United States, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. Further, the subrecipient shall complete the certification letter included in Exhibit F (B) disclosing that they are not subject to the single audit requirement.

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

    Pursuant to 2 CFR 200.334 and 45 CFR 75.361, the Subrecipient shall retain all books, records, and other relevant documents for three (3) years from the end of the calendar year

in which the grant period terminates. In the event that any litigation, claim, or audit is initiated prior to the expiration of the 3-year period, all records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. DBHDS, its authorized agents, and/or federal or state auditors shall have full access to and the right to examine any of said materials during said period.

12. **Accounting Records and Disclosures:** The Subrecipient must maintain records which adequately identify the source and application of funds provided for financially assisted activities, including awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The Subrecipient should expect that the Recipient and SAMHSA may conduct a financial compliance audit and on-site program review of this project as outlined in paragraph (11).
13. **Standards for Documentation of Personnel Expenses:** The Subrecipient shall comply with 2 CFR 200.430 and 45 CFR 75.430 Compensation-Personal Services and 2 CFR 200.431 and 45 CFR 75.431 Compensation-Fringe Benefits as required by the Federal Office of Management and Budget (OMB) Circular 2 CFR 200 (Cost Principles for State, Local and Indian Tribal Government). Per Standards for Documentation of Personnel Expenses 2 CFR 200.430(g)(3) and 45 CFR 75.430(g)(3) in accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR Part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section (2 CFR 200.430 and 45 CFR 75.430), must also be supported by the appropriate records.
14. **Non-Supplant:** Federal award funds must supplement, not replace (supplant) nonfederal funds. Applicants or award recipients and Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.
15. **Unallowable Costs:** All costs incurred prior to the award issue date and costs not consistent with the FOA/NOFO, 2 CFR Part 200, 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable.
16. **Executive Pay:** Pursuant to Executive Order and effective January 1, 2024, the amount of direct salary to Executive Level II of the Federal Executive Pay scale is restricted to $221,900.
17. **Intent to Utilize Funding to Enter into a Procurement/Contractual Relationship:** If the Subrecipient utilizes any of these funds to contract for any goods or services, the Subrecipient must ensure that the resultant contract complies with the terms of Appendix II, 45 C.F.R. 75 which governs the contractual provisions for non-federal entity contracts under federal awards issued by the Department of Health and Human Services.
18. **Ad Hoc Submissions:** Throughout the project period, SAMHSA or DBHDS may require submission of additional information beyond the standard deliverables. This information may include, but is not limited to the following:
    - Payroll
    - Purchase Orders
    - Contract documentation
    - Proof of Project implementation
19. **Conflicts of Interest Policy:** Subrecipient must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:
    - Address conditions under which outside activities, relationships, or financial interest are proper or improper;

- Provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official;
- Include a process for notification and review by the responsible official of potential or actual violations of the standards; and
- Specify the nature of penalties that may be imposed for violations.

20. **Administrative and National Policy Requirements:** Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/recipient/subrecipient must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, or Executive order. In some cases they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.
21. **Marijuana Restriction:** Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. 75.300(a) (requiring HHS to "ensure that Federal funding is expended in full accordance with U.S. statutory requirements."); 21 U.S.C. § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Agency and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.
22. **Confidentiality of Alcohol and Drug Abuse Patient Records:** The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR Part 2. The recipient and/or subrecipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.
23. **Drug-Free Workplace:** The Subrecipient agrees to 1) provide a drug-free workplace for the Subrecipient's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
24. **Promotional Items:** Pursuant to 2 CFR 200.421 and 45 CFR 75.421, SAMHSA grant funds may not be used for Promotional Items. Promotional items include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags. HHS Policy on the Use of Appropriated Funds for Promotional Items:

https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-promotionalitems/index.html

25. **SAM and UEI Requirements:** This award is subject to requirements as set forth in 2 CFR 25.300 - Requirement for recipients to ensure subrecipients have a unique entity identifier. This requires the subrecipient to obtain a Unique Entity Identifier (UEI) in order to be eligible to receive subrecipient awards.
26. **Acknowledgement of Federal Funding in Communications and Contracting:** As required by HHS appropriations acts, all HHS recipients and Subrecipient must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients and Subrecipient are required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.
27. **Acknowledgement of Federal Funding at Conferences and Meetings:** Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award. The HHS awarding agency may authorize exceptions where appropriate for programs including Indian tribes, children, and the elderly. See also 2 CFR 200.438/45 CFR 75.438, 2 CFR 200.456/45 CFR 75.456, 2 CFR 200.475 - 476/45 CFR 75.474, - 75.475.

    When a conference is funded by a grant or cooperative agreement, the recipient and/or subrecipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites):

    Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

    Conference materials and other publications must include language that conveys the following:

    a. The publication, event or conference was funded [in part or in whole] by SAMHSA Grant (Enter Grant Number from the appropriate federal NOA that was sent out to your CSB);
    b. The views expressed in written materials or by conference speakers and moderators do not necessarily reflect the official policies of the U.S. Department of Health and Human Services or the Executive Branch of the Commonwealth of Virginia;
    c. Mention of trade names, commercial practices or organizations does not imply endorsement by the U.S. Government or the Commonwealth of Virginia.

28. **Mandatory Disclosures:** Consistent with 2 CFR 200.113 and 45 CFR 75.113, the Subrecipient must disclose in a timely manner, in writing to the HHS Office of Inspector

General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, waste, abuse, or gratuity violations potentially affecting the Federal award. Subrecipient must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

U.S. Department of Health and Human Services
Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building Room 5527
Washington, DC 20201
Fax: (202) 205-0604
(Include "Mandatory Grant Disclosures" in subject line) or email:
MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339 and 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31U.S.C. 3321).

The Subrecipient will notify DBHDS when violations are reported to HHS Office of Inspector General within three business days.

29. **Lobbying Restrictions:** Pursuant to 2 CFR 200.450 and 45 CFR 75.450, no portion of these funds may be used to engage in activities that are intended to support or defeat the enactment of legislation before the Congress or Virginia General Assembly, or any local legislative body, or to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any federal, state or local government, except in presentation to the executive branch of any State or local government itself. No portion of these funds can be used to support any personnel engaged in these activities. These prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

30. **Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), amended by 2 C.F.R. Part 175:** The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:
    a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    b) Procure a commercial sex act during the period of time that the award is in effect; or,
    c) Use forced labor in the performance of the award or subawards under the award. The text of the full award term is available at 2 C.F.R. 175.15(b). See http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf

31. **Accessibility Provisions:** Recipients and Subrecipient of Federal Financial Assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that recipients and Subrecipient of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency.

    The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see:
    http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html
    Recipients and Subrecipient of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see-
    http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html
    Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at https://www.hhs.gov/civil- rights/index.html or call 1-800-368-1019 or TDD 1-800- 537-7697.

    Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations. For further guidance on providing culturally and linguistically appropriate services, recipients and Subrecipient should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at
    https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6.

32. **Executive Order 13410: Promoting Quality and Efficient Health Care:** This Executive Order promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all recipients and Subrecipient that electronically exchange patient level health information to external entities where national standards exist must:
    a) Use recognized health information interoperability standards at the time of any HIT system
        update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through their federally funded agreement/contract with DBHDS. Please consult www.healthit.gov for more information, and
    b) Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the
        Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant. For additional information contact: Jim Kretz, at 240-276-1755 or Jim.Kretz@samhsa.hhs.gov.

33. **Travel:** Funds used to attend meetings, conferences or implement the activities of this grant must not exceed the lodging rates and per diem for Federal travel and Meal/Incidental expenses provided by the General Services Administration. These rates vary by jurisdiction.

34. **English Language:** All communication between the Pass-Through Agency and the Subrecipient must be in the English language and must utilize the terms of U.S. dollars. Information may be translated into other languages. Where there is inconsistency in

meaning between the English language and other languages, the English language meaning shall prevail.

35. **Intangible Property Rights:** Pursuant to 2 CFR 200.315 and 45 CFR 75.322:
A. Title to intangible property (as defined in the Definitions Section of this Exhibit) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose, and must not encumber the property without approval of the Federal awarding agency (SAMHSA). When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR 200.313(e) and 45 CFR 75.320(e).
B. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so.
C. The non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401.
D. The Federal Government has the right to: 1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal Award; and 2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
E. Freedom of Information Act:

1) In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal Government in developing an agency action that has the force and effect of law, the HHS awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the HHS awarding agency obtains the research data solely in response to a FOIA request, the HHS awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the HHS awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

2) Published research findings means when:

(i) Research findings are published in a peer-reviewed scientific or technical journal; or

(ii) A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. “Used by the Federal Government in developing an agency action that has the force and effect of law” is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: Preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This “recorded” material excludes physical objects (e.g., laboratory samples). Research data also do not include:

(i) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and

(ii) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

F. The requirements set forth in paragraph (E)(1) of this part do not apply to commercial organizations.

The Pass-Through Agency reserves the irrevocable right to utilize any Intangible Property described above, royalty-free, for the completion of the terms of this Grant and any associated agreement.

36. **National Historical Preservation Act and Executive Order 13287, Preserve America:** The Subrecipient must comply with this federal legislation and executive order.

37. **Welfare-to-Work:** The Subrecipient is encouraged to hire welfare recipients and to provide additional needed training and mentoring as needed.

38. **Applicable Laws and Courts:** Awards of federal funds from DBHDS shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Subrecipient shall comply with all applicable federal, state and local laws, rules and regulations.

39. **Immigration Reform and Control Act of 1986:** The Subrecipient certifies that the Subrecipient does not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

40. **Construction Purchases:** SAMHSA grant funds may not be used for the purchase or construction of any building or structure to house any part of the program (Applicants may request up to $5,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project).

41. **Residential or Outpatient Treatment:** SAMHSA grant funds may not be used to provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible).

42. **Inpatient Services:** SAMHSA grant funds may not be used to provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.

43. **Direct Payments to Individuals:** SAMHSA grant funds may not be used to make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services. Note: A recipient or treatment or prevention provider may provide up to $30 in non-cash incentives to individuals to participate in required data collection follow-up and other treatment or prevention services.

44. **Meals:** Meals are allowable so long as they are part of conferences or allowable non-local travel and do not exceed the per diem reimbursement rate allowed for the jurisdiction by the General Services Administration. Grant funds may be used for light snacks, not to exceed $3.00 per person per day.

45. **Sterile Needles or Syringes:** Funds may not be used to provide sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.

46. **Compliance with Federal Regulations/Statute/Policy:** The Subrecipient agrees to enforce, administer, and comply with any applicable federal regulations, statutes, or policies that are not otherwise mentioned including 2 C.F.R. § 200, 45 C.F.R. § 75, the Health and Human Services Grants Policy Statement, or any other source.

B. Treasury Grants

1. Grant Oversight: The CSBs and the Department are legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 2 CFR 200.331 - 200.333, Sub-recipient monitoring and management.

2. Acceptance of the Terms of an Award: By drawing or otherwise obtaining funds, the Subrecipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the Subrecipient cannot accept the terms, the Subrecipient should notify the Program contact at DBHDS prior to the agreement. Once the agreement is signed by the Subrecipient, the contents are binding on the Subrecipient unless and until modified by a revised agreement signed by DBHDS.

3. Certification Statement: By invoicing DBHDS for funds, the Subrecipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and drawdown funds. Recipients of Coronavirus State and Local Recovery Funds, and their subrecipients, must comply with all terms and conditions of their awards, including: (a) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (b) applicable requirements or limitations in appropriations acts; and (c) any requirements specific to the particular award specified in program policy and guidance.

4. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: The agreement issued is subject to the administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200.

5. Award Expectations: The eligibility and program requirements originally outlined in the Federal Guidance issued as a result of the American Rescue Plan Act 2021 must

continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as determined by DBHDS. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by or amended guidance is provided by the US Department of Treasury and/or Commonwealth of Virginia Department of Planning & Budget. Subrecipients must comply with the Scope of Services of this agreement as outlined in the Performance Contract.

6. Flow down of requirements to sub-recipients: The grantee, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 2 CFR 200.331-332 - Subrecipient monitoring and management.

7. Risk Assessment: The responsible federal agency may perform an administrative review of the Subrecipient organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 2 CFR 200.206, as applicable. DBHDS reviews and determines the risk associated with its subrecipients. As part of the risk assessment process, DBHDS may perform an administrative review of the Subrecipient's financial management system.

8. Improper Payments: Any expenditure by the Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of DBHDS, the Commonwealth of Virginia, the U.S. Government Accountability Office or the Comptroller General of the United States, or any other federal agency to be improper, unallowable, in violation of federal or state law or the terms of the this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by DBHDS under this Agreement or any other agreements between DBHDS and the Subrecipient. This provision shall survive the expiration or termination of this Agreement.

9. Limitations on Expenditures: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date of this agreement, or following the end of the Period of Performance. DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are:
   1) Reasonable and necessary to carry out the agreed upon Scope of Services in Section III and Attachment C of this Agreement,
   2) Documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and
   3) Incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.

10. Treatment of Property and Equipment: If the Program permits the Subrecipient or entities that receive funding from the Subrecipient to purchase real property or equipment with grant funds, the Program retains a residual financial interest, enabling the Program to recover the assets or determine final disposition. This will be

accomplished on a case-by-case basis, according to the federal guidelines in accordance with 2 CFR 200.313.

11. Program Income: Program income accrued under this grant award must be reported to the Recipient and must be used to further the objectives of the grant project and only for allowable costs.

12. Financial Management: The Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this agreement in accordance with all applicable federal and state requirements, including without limitation:
    a) the Uniform Guidance, 2 C.F.R. Part 200;
    b) State and Local Fiscal Recovery Funds – Compliance and Reporting Guidance Ver 1.1 dated June 24, 2021
    c) The Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by DBHDS if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

13. Audit of Financial Records: The Subrecipient shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) 2 CFR 200 (Audits of States, Local, Governments and Non-Profit organizations) as applicable. The Subrecipient will, if total Federal funds expended are $1,000,000 or more a year, have a single or program specific financial statement audit conducted for the annual period in compliance with the General Accounting Office audit standards (2 CFR 200 Subpart F – Audit Requirements).

    If total federal funds expended are less than $1,000,000 for a year the Subrecipient is exempt from federal audit requirements (2 CFR 200-501(d)), but the Subrecipient's records must be available to the Pass-Through Agency and appropriate officials of HHS, SAMHSA, the U.S. Government Accountability Office and the Comptroller General of the United States, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. Further, the subrecipient shall complete the certification letter included in Exhibit F (B) disclosing that they are not subject to the single audit requirement.

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

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

14. Accounting Records and Disclosures: The Subrecipient must maintain records which adequately identify the source and application of funds provided for financially assisted activities, including awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The Subrecipient should expect that the Primary Recipient or responsible federal agency may conduct a financial compliance audit and on-site program review of this project as outlined in paragraph (11).

15. Standards for Documentation of Personnel Expenses: The Subrecipient shall comply with 2 CFR 200.430 Compensation-Personal Services and 2 CFR 200.431 Compensation-Fringe Benefits as required by the Federal Office of Management and Budget (OMB) Circular 2 CFR 200 (Cost Principles for State, Local and Indian Tribal Government). Per Standards for Documentation of Personnel Expenses 2 CFR 200.430(i) in accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR Part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section (2 CFR 200.430(i)(3)), must also be supported by records

16. Non-Supplant: Federal award funds must supplement, not replace (supplant) nonfederal funds. Applicants or award recipients and subrecipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.

17. Unallowable Costs: All costs incurred prior to the award issue date and costs not consistent with the allowable activities under the guidance for the Coronavirus State and Local Fiscal Recovery Funds, 31 CFR 35, and 2 CFR 200 Subpart E – Cost Principles, are not allowable under this award.

18. Executive Pay: Pursuant to Executive Order and effective January 1, 2024, the amount of direct salary to Executive Level II of the Federal Executive Pay scaleis restricted to $221,900.

19. Intent to Utilize Funding to Enter into a Procurement/Contractual Relationship: If the Subrecipient utilizes any of these funds to contract for any goods or services, the Subrecipient must ensure that the resultant contract complies with the terms of Appendix II, 2 CFR 200 which governs the contractual provisions for non-federal entity contracts under federal awards issued by the US Department of Treasury.

20. Ad Hoc Submissions: Throughout the project period, the responsible federal agency or DBHDS may determine that a grant or Subrecipient Funding Agreement requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to the following:
    - Payroll
    - Purchase Orders
    - Contract documentation
    - Proof of Project implementation

21. Conflicts of Interest Policy: Subrecipients must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or

perceived conflicts of interest. The policies and procedures must:
• Address conditions under which outside activities, relationships, or financial interest are proper or improper;
• Provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official;
• Include a process for notification and review by the responsible official of potential or actual violations of the standards; and
• Specify the nature of penalties that may be imposed for violations.

22. Administrative and National Policy Requirements: Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/recipient/subrecipient must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, or Executive order. In some cases they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.

23. Marijuana Restriction: Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 2 C.F.R. 200.300(a) (requiring HHS to "ensure that Federal funding is expended in full accordance with U.S. statutory requirements."); 21 U.S.C. § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Agency and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

24. Confidentiality of Alcohol and Drug Abuse Patient Record: The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12(b)). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR Part 2. The recipient and/or subrecipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

25. Drug-Free Workplace: During the performance of this agreement, the Subrecipient agrees to 1) provide a drug-free workplace for the Subrecipient's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient that the

Subrecipient maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

26. Promotional Items: Pursuant to 2 CFR 200.421(e), Federal funding awarded under Coronavirus State and Local Recovery Funds may not be used for Promotional Items. Promotional items include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

27. SAM and UEI Requirements: This award is subject to requirements as set forth in 2 CFR 25 - Universal Identifier And System For Award Management. This includes the following:

    A. Requirement for SAM: Unless exempted from this requirement under 2 CFR 25.110, the Subrecipient must maintain its information in SAM, until the final financial report required under this agreement or receive the final payment, whichever is later. The information must be reviewed and updated at least annually after the initial registration, and more frequently if required by changes in the information or the addition of another award term.

    B. Requirement for Unique Entity Identifier (UEI) if you are authorized to make subawards under this award, you: Must notify potential subrecipients that no governmental organization, foreign public entity, domestic or foreign nonprofit organization, or Federal agency serving as a subrecipient may receive a subaward unless the entity has provided its unique entity identifier; and

    May not make a subaward to a governmental organization, foreign public entity, domestic or foreign nonprofit organization, or Federal agency serving as a subrecipient, unless the entity has provided its unique entity identifier.

28. Mandatory Disclosures: Consistent with 2 CFR 200.113, the Subrecipient must disclose in a timely manner, in writing to the US Department of Treasury and the primary recipient, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, waste, abuse, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the US Department of Treasury, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

    Failure to make required disclosures can result in any of the remedies described in 45 CFR 200.339 -Remedies for Noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321). The Subrecipient will notify DBHDS when violations are reported to the federal government within three business days.

29. Lobbying Restrictions: Pursuant to 2 CFR 200.450, no portion of these funds may be used to engage in activities that are intended to support or defeat the enactment of legislation before the Congress or Virginia General Assembly, or any local legislative body, or to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any federal, state or local government, except in presentation to the executive branch of any State or local government itself.

No portion of these funds can be used to support any personnel engaged in these activities. These prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

30. Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)) amended by 2 C.F.R. Part 175:
The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:
a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
b) Procure a commercial sex act during the period of time that the award is in effect; or,
c) Use forced labor in the performance of the award or subawards under the award.
d) The text of the full award term is available at 2 C.F.R. 175.15(b).

31. Accessibility Provisions: Recipients and subrecipients of Federal Financial Assistance (FFA) from the Coronavirus State and Local Recovery Fund are required to administer their programs in compliance with Federal civil rights law implemented by US Department of Treasury as codified in 31 CFR part 22 and 31 CFR part 23.

These requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

32. Executive Order 13410: Promoting Quality and Efficient Health Care: This Executive Order promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all recipients and subrecipients that electronically exchange patient level health information to external entities where national standards exist must:
a) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult www.healthit.gov for more information, and

b) Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant. For additional information contact: Jim Kretz, at 240-276-1755 or Jim.Kretz@samhsa.hhs.gov.

33. Travel: Funds used to attend meetings, conferences or implement the activities of this grant must not exceed the lodging rates and per diem for Federal travel and Meal/Incidental expenses provided by the General Services Administration. These rates vary by jurisdiction.

34. English Language: All communication between the Pass-Through Agency and the Subrecipient must be in the English language and must utilize the terms of U.S. dollars. Information may be translated into other languages. Where there is inconsistency in meaning between the English language and other languages, the English language meaning shall prevail.

35. Intangible Property Rights Pursuant to 2 CFR 200.315:
A. Title to intangible property (as defined in the Definitions Section of this Agreement) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose, and must not encumber the property without approval of the Federal awarding agency (SAMHSA). When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR 200.313(e).
B. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so.
C. The non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401.
D. The Federal Government has the right to: 1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal Award; and 2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

36. Freedom of Information Act:
1) In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal Government in developing an agency action that has the force and effect of law, the HHS awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the HHS awarding agency obtains the research data solely in response to a FOIA request, the HHS awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the HHS awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

2) Published research findings means when: (i) Research findings are published in a peer-reviewed scientific or technical journal; or(ii) A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. "Used by the Federal Government in developing an agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: Preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include:(i) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and(ii) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

The requirements set forth in paragraph (E)(1) of this part do not apply to commercial organizations. The Pass-Through Agency reserves the irrevocable right to utilize any Intangible Property described above, royalty-free, for the completion of the terms of this Grant and Agreement.

37. National Historical Preservation Act and Executive Order 13287, Preserve America: The Subrecipient must comply with this federal legislation and executive order.

38. Welfare-to-Work: The Subrecipient is encouraged to hire welfare recipients and to provide additional needed training and mentoring as needed.

39. Applicable Laws and Courts: This agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Subrecipient shall comply with all applicable federal, state and local laws, rules and regulations.

40. Immigration Reform and Control Act of 1986: By entering into a written agreement with the Commonwealth of Virginia, the Subrecipient certifies that the Subrecipient does not, and shall not during the performance of the agreement for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

41. Construction Purchases: Coronavirus State and Local Recovery Funds may not be used for the purchase or construction of any building or structure to house any part of the program (Applicants may request up to $5,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project).

42. Meals: Meals are allowable so long as they are part of conferences or allowable non-local travel and do not exceed the per diem reimbursement rate allowed for the

jurisdiction by the General Services Administration. Grant funds may be used for light snacks, not to exceed $3.00 per person per day.

43. Sterile Needles or Syringes: Funds may not be used to provide sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.

44. Compliance with Federal Regulations/Statute/Policy: The Subrecipient agrees to enforce, administer, and comply with any applicable federal regulations, statutes, or policies that are not otherwise mentioned in this agreement including 2 C.F.R. § 200, or any other source.

V. Federal Grant Specific Requirements

There are additional requirements to the grants included in Section IV of this Exhibit that are not universal to all grants that DBHDS administers. Included below, by grant name, is a list of the grant specific requirements as required by federal statute, regulation, and policy. Use this link for Allowable Recovery Support Services Expenditures through the SUBG and the MHBG.

A. SAMHSA GRANTS

1. State Opioid Response Grant (SUD Federal Opioid Response)

Pursuant to the Notice of Award received by DBHDS and the Notice of Funding Opportunity Announcement (TI-24-008) associated with the State Opioid Response Grant, the following are requirements of the funding distributed to the Subrecipient from this grant.

a. Restrictions on Expenditures: State Opioid Response Grant funds may not be used to:

i. Pay for services that can be supported through other accessible sources of funding such as other federal discretionary and formula grant funds, e.g. HHS (CDC, CMS, HRSA, and SAMHSA), DOJ (OJP/BJA) and non-federal funds, 3rd party insurance, and sliding scale self-pay among others.

ii. Pay for a grant or subaward to any agency which would deny any eligible client, patient, or individual access to their program because of their use of Food and Drug Administration (FDA)-approved medications for the treatment of substance use disorders.

iii. Provide incentives to any health care professional for receipt of any type of professional training development.

iv. Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services (See U.S.C. § 1320a-7b).

v. Funds may not be used to make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services (See 42 U.S.C. § 1320a-7b).

vi. A recipient or treatment or prevention provider may provide up to $30 noncash incentive to individuals to participate in required data collection follow-up. This amount may be paid for participation in each required follow-up interview. For programs including contingency management as a component of

the treatment program, clients may not receive contingencies totaling more than $75 per budget period. The incentive amounts may be subject to change. SOR funds cannot be utilized for Contingency management without an approval from DBHDS. All subrecipients receiving funding to support contingency management must have a written policy and procedures that outline the intention and goals regarding contingency management, and step-by- step instructions that explains how to implement the policy.

b. Expenditure Guidelines:

i. Grant funds:

a) For treatment and recovery support services grant funds shall only be utilized to provide services to individuals that specifically address opioid or stimulant misuse issues. If either an opioid or stimulant misuse problem (history) exists concurrently with other substance use, all substance use issues may be addressed. Individuals who have no history of or no current issues with opioids or stimulants misuse shall not receive treatment or recovery services with SOR grant funds.

b) Shall be used to fund services and practices that have a demonstrated evidence-base, and that are appropriate for the population(s) of focus.

c) If medications for the treatment of opioid use disorder (MOUD) are made available to those diagnosed with opioid use disorder (OUD), they shall include FDA-approved treatments such as: methadone, buprenorphine products, including single-entity buprenorphine products, buprenorphine/naloxone tablets, films, buccal preparations, long-acting injectable buprenorphine products, and injectable extended-release naltrexone.

d) May only fund FDA approved products.

Commented [BW1]: Does this wording mean it shall include some of the products listed? I don't want to have this mis-read to include all the products listed...b

Commented [CN2R1]: Fixed

c. Limitations on Reimbursements: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or more than 40 days after the appropriate Award Period included in section IV.

DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, Exhibit G, or Notice of Award 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under any associated agreement.

d. Closeout: Final payment request(s) must be received by DBHDS no later than thirty (30) days after the end of the Period of Performance referenced in the Exhibit D, Exhibit G, or Notice of Award. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 40 days after the end of the Period of Performance to pay for unliquidated obligations.

Any funds remaining unexpended and unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any funds distributed to the Subrecipient by the pass-through entity that remain unexpended by 40 days after the end of the Period of Performance shall be returned to DBHDS. The Subrecipient will send these funds to DBHDS by no later

than the end of the 75th day after the end of the Performance Period. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

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C/O Eric Billings

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Charlotte, NC 28202

If the ACH method is utilized, the Subrecipient shall provide email notification of their intention to provide payment electronically to:

Eric.Billings@dbhds.virginia.gov

Failure to return unexpended funds in a prompt manner may result in a denial of future federal Subrecipient awards from DBHDS.

The Subrecipient agrees, to the extent permitted by law, that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. DBHDS understands that CSB is a political subdivision of the Commonwealth of Virginia and is legally prohibited from entering into hold harmless and indemnification provisions. Local governments in Virginia have sovereign immunity from tort suits and cannot waive or contract away their immunity or assume the liability of another absent specific statutory authority. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

Commented [NjC(3]: DBHDS Approved edits to the indemnification from Henrico's attorney

2. Substance Abuse Prevention and Treatment Block Grant (SUD FBG)

Pursuant to the Substance Abuse Prevention and Treatment Block Grant (SAPTBG) Funding Agreement and relevant federal statutes, the following are requirements of the funding distributed to the Subrecipient.

a. **Restrictions on Expenditures:** No SAPTBG funds may not be used for any of the following purposes:
   i. To provide inpatient hospital services;
   ii. To make cash payments to intended recipients of health services;
   iii. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling with DBHDS, Federal Grants Manager approval) any building or other facility, or purchase major medical equipment as defined in the Defined Terms section of this Exhibit.
   iv. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; or
   v. To provide financial assistance to any entity other than a public or non-profit entity.
   vi. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for acquired immune deficiency syndrome.

b. **Grant Guidelines:**
   i. In the case of an individual for whom grant funds are expended to provide inpatient hospital services, as outlined above (A.a.), the Subrecipient shall not incur costs that are in excess of the comparable daily rate provided for community-based, non-hospital, residential programs of treatment for substance abuse (42 US Code § 300x-31(b)(2)).
   ii. No entity receiving SAPTBG funding may participate in any form of discrimination on the basis of age as defined under the Age Discrimination Act of 1975 (42 US Code § 6101), on the basis of handicap as defined under section 504 of the Rehabilitation Act of 1973 (29 US Code § 794), on the basis of sex as defined under Title IX of the Education Amendments of 1972 (20 US Code § 1681) or on the basis of race, color, or national origin as defined under Title VI of the Civil Rights Act of 1964 (42 US Code § 2000) (42 US Code § 300x-57(a)(1)).
   iii. No person shall on the ground of sex, or on the ground of religion, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available under section 300x or 300x-21 of title 42 US Code (42 US Code § 300x-57(a)(2)).
   iv. This funding source is designated to plan, implement, and evaluate activities that prevent or treat substance use disorder, including to fund priority substance use disorder treatment and support services for individuals without insurance or for whom coverage is terminated for short periods of time. Further these funds can be utilized to fund those priority treatment and support services that demonstrate success in improving outcomes and/or supporting recovery that are not covered by Medicaid, Medicare, or private insurance, fund primary prevention by providing universal, selective, and indicated prevention activities and services for persons not identified as needing treatment, and collecting performance and outcome data to determine the ongoing effectiveness of behavioral health promotion, treatment, and recovery support services. To the extent possible, other funding sources must be utilized first except where prohibited by law or regulation. Substance Abuse Block Grant funding must, however, be the payor of last resort when providing treatment services to pregnant

women, women with children, children, and individuals with Tuberculosis or HIV pursuant to 45 CFR 96.124, 127, and 128.

v. Target and priority populations are pregnant and parenting women and intravenous (IV) drug users. In providing treatment services to these target and priority populations, providers must offer treatment in order of population preference as outlined in 45 CFR 96.131 (a) which is as follows:
   a) Pregnant injecting drug users;
   b) Pregnant substance abusers;
   c) Injecting drug users;
   d) All others

vi. Allowable SAPTBG services include: Healthcare Home/Physical Health (General and specialized outpatient medical services, Acute Primary care, General Health Screens, Tests and Immunizations, Comprehensive Care Management, Care coordination and Health Promotion, Comprehensive Transitional Care, Individual and Family Support, Referral to Community Services), Prevention and Promotion (Including Promotion, such as Screening, Brief Intervention and Referral to Treatment, Brief Motivational Interviews, Screening and Brief Intervention for Tobacco Cessation, Parent Training, Facilitated Referrals, Relapse Prevention/Wellness Recovery Support, Warm Line); Engagement Services (including Assessment, Specialized Evaluations (Psychological and Neurological), Service Planning (including crisis planning), Consumer/Family Education, Outreach); Outpatient Services (including Individual evidenced based therapies, Group therapy, Family therapy, Multi-family therapy, Consultation to Caregivers); Medication Services (including Medication management, Pharmacotherapy including MAT; Laboratory services); Community Rehabilitative Support (including Parent/Caregiver Support, Skill building (social, daily living, cognitive), Case management, Behavior management, Supported employment, Recovery housing, Therapeutic mentoring, Traditional healing services); Recovery Supports (including Peer Support, Recovery Support Coaching, Recovery Support Center Services, Supports for Self-Directed Care); and Other Habilitative Supports (including Respite; Supported Education; Transportation; Assisted living services; Recreational services; Trained behavioral health interpreters; Interactive communication technology devices); Intensive Support Services (including Substance abuse intensive outpatient; Partial hospital; Intensive home based services; Multi-systemic therapy; Intensive Case Management); Out of Home Residential Services (including Crisis residential/stabilization, Clinically Managed 24 Hour Care (SA), Clinically Managed Medium Intensity Care (SA), Adult Substance Abuse Residential, Adult Mental Health Residential, Youth Substance Abuse Residential Services, Children's Residential Mental Health Services, Therapeutic foster care); and Acute Intensive Services (including Mobile crisis, Peer based crisis services, Urgent care, 23 hr. observation bed, Medically Monitored Intensive Inpatient (SA), 24/7 crisis hotline services).

c. **Limitations on Reimbursements**: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or more than 40 days after the appropriate Award Period included in its Exhibit D, Exhibit G, or Notice of Award.

DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, Exhibit G, or Notice of Award, 2)

documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under any associated agreement.

d. **Closeout**: Final payment request(s) must be received by DBHDS no later than thirty (30) days after the end of the Period of Performance referenced in the Exhibit D, Exhibit G, or Notice of Award. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 40 days after the end of the Period of Performance to pay for unliquidated obligations.

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Subrecipient awards from DBHDS.

The Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have,

arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to a program funded by this grant. Subrecipient's obligations to DBHDS under this Exhibit shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of any associated agreement.

3. **Community Mental Health Services Block Grant (MH FBG)**
Pursuant to the Community Mental Health Services Block Grant (CMHSBG) Funding Agreement and relevant federal statutes, the following are requirements of the funding distributed to the Subrecipient.
   a. **Restrictions on Expenditures:** CMHSBG funds may not be used for any of the following purposes:
      1. To provide inpatient services;
      2. To make cash payments to intended recipients of health services;
      3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling with DBHDS, Federal Grants Manager approval) any building or other facility, or purchase major medical equipment (as defined in the Definitions section of this Exhibit);
      4. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; or
      5. To provide financial assistance to any entity other than a public or non-profit entity. (42 US Code § 300x-5(a))

   b. **Grant Guidelines:**
      1. No entity receiving CMHSBG funding may participate in any form of discrimination on the basis of age as defined under the Age Discrimination Act of 1975 (42 US Code § 6101), on the basis of handicap as defined under section 504 of the Rehabilitation Act of 1973 (29 US Code § 794), on the basis of sex as defined under Title IX of the Education Amendments of 1972 (20 US Code § 1681) or on the basis of race, color, or national origin as defined under Title VI of the Civil Rights Act of 1964 (42 US Code § 2000) (42 US Code § 300x-57(a)(1)).
      2. No person shall on the ground of sex, or on the ground of religion, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available under section 300x or 300x-21 of title 42 US Code (42 US Code § 300x-57(a)(2)).
      3. The Subrecipient must provide the services through appropriate, qualified community programs, which may include community mental health centers, child mental-health programs, psychosocial rehabilitation programs, mental health peer-support programs, and mental-health primary consumer-directed programs. Services may be provided through community mental health centers only if the centers provide: 1) Services principally to individuals residing in a defined geographic area (hereafter referred to as a "service area"); 2) Outpatient services, including specialized outpatient services for children with a Serious Emotional Disturbance (SED), the elderly, individuals with a Serious Mental Illness (SMI), and residents of the service areas of the center who have been discharged from inpatient treatment at a mental health facility; 3) 24-hour-a-day emergency care services; 4) Day treatment or other partial hospitalization services, or psychosocial rehabilitation services; 5) Screening for patients being considered for admission to state mental

health facilities to determine the appropriateness of such admission; 6) Services within the limits of the capacities of the centers, to any individual residing or employed in the service area of the center regardless of ability to pay; and 7) Services that are accessible promptly, as appropriate, and in a manner which preserves human dignity and assures continuity of high quality care (42 US Code § 300x-2(c)).

4. Treatment and competency restoration services may be provided to individuals with a serious mental illness or serious emotional disturbance who are involved with the criminal justice system or during incarceration.
5. Medicaid and private insurance, if available, must be used first.

c. **Limitations on Reimbursements**: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or more than 40 days after the appropriate Award Period included in section IV.

DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, Exhibit G, or Notice of Award 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under any associated agreement.

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4. **Projects for Assistance in Transition from Homelessness (PATH)**
   Pursuant to the Notice of Award received by DBHDS, Notice of Funding Opportunity Announcement (SM-24-F2), and relevant statutes associated with the Project for Assistance in Transition from Homelessness (PATH) Grant, the following are requirements of the funding distributed to the Subrecipient.

   a. **Restrictions on Expenditures:** PATH funds may not be used for any of the following purposes:
      1. To support emergency shelters or construction of housing facilities;
      2. For inpatient psychiatric treatment costs or inpatient substance use disorder treatment costs; or
      3. To make cash payments to intended recipients of mental health or substance use disorder services (42 U.S. Code § 290cc-22(g)).
      4. For lease arrangements in association with the proposed project utilizing PATH funds beyond the project period nor may the portion of the space leased with PATH funds be used for purposes not supported by the grant.

   b. **Grant Guidelines:**
      1. All funds shall be used for the purpose of providing the following:

a) Outreach services including the prioritization of eligible veterans;
b) Screening and diagnostic treatment services;
c) Habilitation and rehabilitation services;
d) Community mental health services;
e) Alcohol or drug treatment services;
f) Staff training including the training of individuals who work in shelters, mental health clinics, substance abuse programs, and other organizations serving eligible individuals;
g) Support for the training and certification of provider staff in the SSI/SSDI Outreach, Access, and Recovery (SOAR) model, designed to increase access to disability income benefits for eligible individuals who are experiencing or at risk of homelessness;
h)
i) Case management services including:
   i. Preparing a plan for the provision of community mental health services to the eligible homeless individual involved and reviewing such plan not less than once every three months;
   ii. Providing assistance in in obtaining and coordinating social and maintenance support services for eligible individuals, including services related to daily living activities, peer support, personal financial planning, transportation, and obtaining identification and other essential documents;
   iii. Providing recovery support services such as job training, educational services, and relevant housing services, including use of peer providers to assure that these services are successfully accessed by eligible individuals;
   iv. Providing assistance in obtaining and coordinating income support services, housing assistance, food stamps, and supplemental social security income benefits;
   v. Providing representative payee services in accordance with section 1631(a)(2) of the Social Security Act if the eligible individuals are receiving aid under title XVI of such act and if the applicant is designated by the Secretary to provide such services;
   vi. Referring eligible individuals for such other services as may be appropriate; and
   vii.
   viii. Supportive and supervisory services in residential settings including shelters, group homes, recovery housing, supported apartments and other residential settings specifically serving those living with SMI or COD;
   ix. Housing services, as specified in Section 522(b)(10) of the PHS Act, as amended, including: Minor renovation, expansion, and repair of housing (as defined in the Definitions section of this Exhibit);
   x. Planning of housing;
   xi. Technical assistance in applying for housing assistance;
   xii. Improving the coordination of housing services;
   xiii. Security deposits;
   xiv. The costs associated with matching eligible homeless individuals with appropriate housing situations;
   xv. One-time rental payments to prevent eviction;

2. All funds shall only be utilized for providing the services outlined above to individuals who:
   a) Are suffering from a serious mental illness; or

b) Are suffering from a serious mental illness and from a substance use disorder; and
c) Are homeless or at imminent risk of becoming homeless (42 U.S. Code § 290cc-22(a)).

3. Funding may not be allocated to an entity that:
   a)Has a policy of excluding individuals from mental health services due to the existence or suspicion of a substance use disorder; or
   b) Has a policy of excluding individuals from substance use disorder services due to the existence or suspicion of mental illness (42 U.S. Code § 290cc-22(e)).
4. Match amounts agreed to with DBHDS may be:
   i. Cash;
   ii. In-kind contributions, that are fairly evaluated, including plant, equipment, or services.
   iii. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the Federal Government, shall not be included in determining the amount of match (42 U.S. Code § 290cc-23(b)).
5. Subrecipient may not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S. Code § 6101 et seq.), on the basis of handicap under section 504 of the Rehabilitation Act of 1973 (29 U.S. Code § 794), on the basis of sex under Title IX of the Education Amendments of 1972 (20 U.S. Code § 1681 et seq.), or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964 (42 U.S. Code § 2000d et seq.)(42 U.S. Code § 290cc-33(a)(1)).
6. The Subrecipient shall not exclude from participation in, deny benefits to, or discriminate against any individuals that are otherwise eligible to participate in any program or activity funded from the PATH grant (42 U.S. Code § 290cc-33(a)(2)).

c. **Limitations on Reimbursements**: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or following one year after the end of the appropriate Award Period provided in section IV.

DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, Exhibit G, or Notice of Award 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under any associated agreement.

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Eric.Billings@dbhds.virginia.gov
Benjamin.wakefield@dbhds.virginia.gov

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5. **Screening Brief Intervention and Referral to Treatment Grant**

AMENDMENT 3
AMENDED AND RESTATED FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT MASTER AGREEMENT AND SUPPLEMENTAL DOCUMENTS EXHIBIT F: FEDERAL GRANT COMPLIANCE REQUIREMENTS

Contract No. P1636.CSBCode.3

Pursuant to the Notice of Award received by DBHDS and the Notice of Funding Opportunity Announcement (NOFO) (TI-24-010) associated with the FY 2024 Screening, Brief Intervention and Referral to Treatment Grant, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

a. **Restrictions on Expenditures: Screening Brief Intervention and Referral to Treatment** Grant funds may not be used for any of the following purposes: None for this grant.

b. **Grant Guidelines:**
   1. Funds shall be used to fund services and practices that have a demonstrated evidence-base, and that are appropriate for the population(s) of focus. An evidence-based practice refers to approaches to prevention or treatment that are validated by some form of documented research evidence.
   2. All patients must be screened for substance use. Such screening will be conducted by the Subrecipient or subcontractors of Subrecipient ("Subcontractors"). The Subrecipient or Subcontractors are also encouraged to screen for risk of suicide as well. If a patient screens positive for drug misuse, the Subrecipient or Subcontractors' staff will conduct a brief assessment to ascertain specific type(s) of drug(s) used, consumption level, and impact on functions of daily living to best determine level of severity and refer patients to specialty providers who can determine which specific type of treatment is needed. Subrecipients and Subcontractors with robust mental health services available must screen and assess clients for the presence of co-occurring serious mental illness and SUD and use the information obtained from the screening and assessment to develop appropriate treatment approaches for the persons identified as having such co-occurring disorders. In their interventions with children, Subrecipients or Subcontractors must also incorporate education for parents about the dangers of use of, and methods of, discouraging substance use.
   3. Subrecipients or Subcontractors, as applicable, must utilize third party reimbursements and other revenue realized from the provision of services to the extent possible and use SAMHSA grant funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan. Subrecipients or Subcontractors, as applicable, are also expected to facilitate the health insurance application and enrollment process for eligible uninsured clients. Subrecipients or Subcontractors, as applicable, should also consider other systems from which a potential service recipient may be eligible for services (for example, the Veterans Health Administration or senior services), if appropriate for and desired by that individual to meet his/her needs. In addition, Subrecipients or Subcontractors, as applicable, are required to implement policies and procedures that ensure other sources of funding are utilized first when available for the individual.
   4. All SAMHSA recipients are required to collect and report certain data so that SAMHSA can meet its obligations under the Government Performance and Results (GPRA) Modernization Act of 2010. Recipients are required to submit data via SAMHSA's Performance Accountability and Reporting System (SPARS); and access will be provided upon notification of award.

c. **Limitations on Reimbursements**: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or following 40 days after the end of the Award Period included in section IV.

DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, Exhibit G, or Notice of Award 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable.

d. **Closeout**: Final payment request(s) must be received by DBHDS no later than thirty (30) days after the end of the Period of Performance referenced in the Exhibit D, Exhibit G, or Notice of Award. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 40 days after the end of the Period of Performance to pay for unliquidated obligations.

Any funds remaining unexpended and unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any funds distributed to the Subrecipient by the pass-through entity that remain unexpended by 40 days after the end of the Period of Performance shall be returned to DBHDS. The Subrecipient will send these funds to DBHDS by no later than the end of the 75th day after the end of the Performance Period. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS
PO Box 1797
Richmond, VA 23218-1797
C/O Eric Billings

Funds for this grant may also be returned via an electronic ACH payment to DBHDS' Truist Bank account. The account information and DBHDS' EIN is as follows:

Account Number: 201141795720002
Routing Number: 061000104
EIN: 546001731

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

If the ACH method is utilized, the Subrecipient shall provide email notification of their intention to provide payment electronically to:

Eric.Billings@dbhds.virginia.gov

Failure to return unexpended funds in a prompt manner may result in a denial of future federal Subrecipient awards from DBHDS.

The Subrecipient agrees, to the extent permitted by law, that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. DBHDS understands that CSB is a political subdivision of the Commonwealth of Virginia and is legally prohibited from entering into hold harmless and indemnification provisions. Local governments in Virginia have sovereign immunity from tort suits and cannot waive or contract away their immunity or assume the liability of another absent specific statutory authority. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

Commented [NjC(6]: Approved edits to the indemnification from Henrico's attorney

6. Strategic Prevention Framework – Partnerships for Success Grant

Pursuant to the Notice of Award received by DBHDS and the Notice of Funding Opportunity Announcement (NOFO) (SP-23-003) associated with the FY 2024 Strategic Prevention Framework – Partnerships for Success Grant, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

e. **Restrictions on Expenditures: Screening Brief Intervention and Referral to Treatment** Grant funds may not be used for any of the following purposes:
   1. Pay for the purchase or construction of any building or structure to house any part of the program.
   2. Provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.
   3. Pay for housing other than recovery housing which includes application fees and security deposits.
   4. Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services (See 42 U.S.C. § 1320a-7b).

f. **Grant Guidelines:**
   a. Subrecipients must use the grant money to fund comprehensive, data-driven substance disorder use prevention strategies to continue to accomplish the following goals:
      i. Prevent the onset and reduce the progression of substance use disorder;
      ii. Reduce substance use disorder-related problems;
      iii. Strengthen prevention capacity/infrastructure at the state, tribal, and community levels and;
      iv. Leverage, redirect and align state/tribal-wide funding streams and resources for prevention.

g. **Limitations on Reimbursements**: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or following 40 days after the end of the Award Period included in section IV.

DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, Exhibit G, or Notice of Award 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable.

h. **Closeout**: Final payment request(s) must be received by DBHDS no later than thirty (30) days after the end of the Period of Performance referenced in the Exhibit D, Exhibit G, or Notice of Award. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 40 days after the end of the Period of Performance to pay for unliquidated obligations.

Any funds remaining unexpended and unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any funds distributed to the Subrecipient by the pass-through entity that remain unexpended by 40 days after the end of the Period of Performance shall be returned to DBHDS. The Subrecipient will send these funds to DBHDS by no later than the end of the 75th day after the end of the Performance Period. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS
PO Box 1797
Richmond, VA 23218-1797
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Account Number: 201141795720002
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Name and Address of Bank:
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214 North Tryon Street
Charlotte, NC 28202

If the ACH method is utilized, the Subrecipient shall provide email notification of their intention to provide payment electronically to:

Eric.Billings@dbhds.virginia.gov

Failure to return unexpended funds in a prompt manner may result in a denial of future federal Subrecipient awards from DBHDS.

The Subrecipient agrees, to the extent permitted by law, that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. DBHDS understands that CSB is a political subdivision of the Commonwealth of Virginia and is legally prohibited from entering into hold harmless and indemnification provisions. Local governments in Virginia have sovereign immunity from tort suits and cannot waive or contract away their immunity or assume the liability of another absent specific statutory authority. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

Commented [NjC(7]: Approved edits to the indemnification from Henrico's attorney

A. Treasury Grants

1. **State and Local Fiscal Recover Fund Grant:** Pursuant to the Interim Final Rule issued by US Department of Treasury pertaining to Coronavirus State and Local Recovery Funds, SLFRF Compliance and Reporting Guidance Ver 2.1 dated November 15, 2021, and 31 CFR 35(A), the following are requirements of the funding distributed to the Subrecipient:
   a. **Restrictions on Expenditures:** State and Local Fiscal Recovery Fund Grant funds may not be used to:

Pay Funds shall not be used to make a deposit to a pension fund. Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.

Funds shall not be used towards funding debt service, legal settlements or judgments, and / or deposits to rainy day funds or financial reserves.

   b. **Expenditure Guidelines:**
   Grant funds: Shall be used to pay for services and practices that have a demonstrated evidence-base, which are inclusive of: mental health treatment, substance misuse treatment, other behavioral health services, hotlines or warmlines, crisis intervention, overdose prevention, infectious disease prevention, and services or outreach to promote access to physical or behavioral health primary care and preventative medicine.
   c. **Limitations on Reimbursements**: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or after the appropriate Award Period included in section IV.

DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, Exhibit G, or Notice of Award 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.

d. **Closeout**: Final payment request(s) under any associated Agreement must be received by DBHDS no later than thirty (30) days after the end of the Period of Performance referenced in the Exhibit D, Exhibit G, or Notice of Award. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until the end of the Period of Performance to pay for remaining allowable costs unless otherwise instructed in their subaward document by DBHDS.

Any funds remaining unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any unexpended funds remaining at the end of the Period of Performance or, available at the end of a liquidation period for obligations incurred if allowed by the subaward document, will be returned to DBHDS within 30 days of the end of the relevant period. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS

PO Box 1797

Richmond, VA 23218-1797

C/O Eric Billings

Funds for this grant may also be returned via an electronic ACH payment to DBHDS' Truist Bank account. The account information and DBHDS' EIN is as follows:

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Eric.Billings@dbhds.virginia.gov

Failure to return unexpended funds in a prompt manner may result in a denial of future federal Subrecipient awards from DBHDS.

The Subrecipient agrees, to the extent permitted by law, that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. DBHDS understands that CSB is a political subdivision of the Commonwealth of Virginia and is legally prohibited from entering into hold harmless and indemnification provisions. Local governments in Virginia have sovereign immunity from tort suits and cannot waive or contract away their immunity or assume the liability of another absent specific statutory authority. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

Commented [NjC(8]: Approved edits to the indemnification from Henrico's attorney

VI. List of Federal Grants

The federal grants that DBHDS passes-through to the CSB and the required identifying information that should be used to categorize and track these funds are found in the DBHDS grants management system.

Exhibit F (B) FY22-23 Single Audit Exemption Form

Audit of Financial Records: The Subrecipient shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) 2 CFR 200 (Audits of States, Local, Governments and Non-Profit organizations) and 45 CFR 75.500 – 75.521 as applicable.

If total federal funds expended are less than $750,000 for a year the Subrecipient is exempt from federal audit requirements (45 CFR 75-501(d)), however, the Subrecipient's records must be made available to the Pass-Through Agency and appropriate officials of HHS, SAMHSA, the U.S. Government Accountability Office and the Comptroller General of the United States upon request, and it must still have a financial audit performed for that year by an independent Certified Public Accountant.

The due date for submission of the audit shall be December 1, the same due date as audits required by OMB 2 CFR 200. *Further, if applicable, within 30 days of the effective date of this Agreement, the Subrecipient must submit to DBHDS' Federal Grants Manager a written statement of exemptions to the single audit requirement and a copy of the most recent audited financial statement along with any findings and corrective action plans.*

Organization Information:

Agency Name and Address		*FEIN(s)*	*Fiscal Year End Date*
Agency Representative		*Title*	
Telephone	*Fax*	*Email*	

Certification:
For the fiscal year indicated above, the agency did not incur expenditures of $750,000 or more for all federal programs and is not required to have an audit of federal programs in accordance with the Federal Single Audit 2 CFR § 200.501 and 45 CFR 75.501. **The agency, however, agrees to submit an independent financial audit performed by an independent Certified Public Accountant.**

Agency Representative's Signature	*Date*

Independent Auditor Information:

Firm Name and Address		
CPA Name		*Virginia State License Number*
Telephone	*Fax*	*Email*

Exhibit F (B) FY22-23 Single Audit Exemption Form

If your agency expended less than $750,000 for all federal programs, please complete the following table for all federal programs where expenditures were incurred:

Sample entry:

Federal Agency	Pass Through Entity (if applicable)	Pass Through Entity Identifying Number	Subrecipient Entity Identifying Contract Number	CFDA #	Total Expenditures for Fiscal Year Ending in 2020 *
SAMHSA	*VA DBHDS*			*93.958*	*$153,000*

Agency Name: _____

Federal Agency	Pass Through Entity (if applicable)	Pass Through Entity *Identifying* Number	Subrecipient Entity *Identifying Contract* Number	CFDA #	Total Expenditures for Fiscal Year Ending in 2020 *

Total expenditures for all federal awards _____

* Include the value of federal awards expended in the form of non-cash assistance, the amount of insurance in effect during year, and loans or loan guarantees outstanding at year-end.

AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT
Exhibit G: Community Services Boards Master Programs Services Requirements
Contract No. P1636.XXX.3

Table of Contents

AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT
Exhibit G: Community Services Boards Master Programs Services Requirements
Contract No. P1636.XXX.3

1. Purpose

The Community Services Board or Behavioral Health Authority (the "CSB") shall comply with certain program service requirements for those community services it provides and the Department of Behavioral Health and Developmental Services ("DBHDS" or " Department") funds under this Exhibit G (the "Exhibit"). All terms, provisions and agreements set forth in the most current version of the Community Services Performance Contract remain in effect, except to the extent expressly modified herein. If the terms set forth in this Exhibit are inconsistent with the most current version of the Community Services Performance Contract, the terms set forth in this Exhibit shall apply.

2. Notification of Award

For program services under this Exhibit, the Department's Fiscal Services and Grants Management Office (the "FSGMO") and Budget Development Office works with the program offices to provide notification of federal and state grant awards, and baseline funding allocations to the CSB prior to funding disbursement and/or reimbursement. The notice will provide applicable federal and state grant specific information such as: award amounts, period of performance, reconciliation and close out.

See ATTACHMENT 1 of this Exhibit for additional information regarding all state funded program services.

3. Billing And Payment Terms and Conditions

CSB shall comply with Section 9 of the performance contract.

4. Use of Funds

Funds provided under this agreement shall not be used for any purpose other than as described herein and/or outlined in Exhibit F: Federal Grant Requirements, ~~other applicable requirements~~ and other federal and state laws or regulations.

CSB agrees that if it does not fully implement, maintain, or meet established terms and conditions as established herein or as subsequently modified by agreement of the Parties, the Department shall be able to recover part or all the disbursed funds as allowable under the terms and conditions of the performance contract.

5. Limitations on Reimbursements

CSB shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the period of performance.

6. Reporting Requirements

CSB shall comply and collaborate with the Department regarding all standard and additional reporting requirements pursuant to but not limited to the Reporting and Data Quality Requirements of the performance contract, established data processes and procedures, Exhibit E: Performance Contract Schedule and Process, this Exhibit, and by the Department as required by its funding authorities.

7. Monitoring, Review, and Audit

The Department may monitor and review the use of the funds, performance of the Program or Service, and compliance with this agreement, which may include onsite visits to assess the CSB's governance, management and operations, and review relevant financial and other records and materials. In addition, the Department may

Commented [BW1]: Should make more specific or remove; "Other applicable requirements" leaves too open, who decides which requirements are applicable, would CSBs have the opportunity to negotiate/etc. This seems very broad and opens to risk for CSBs

Commented [BW2]: Should add a sentence which states that any additional reporting requirements will follow the process outlined in....(have to do research where this wording is) metric review process and DMC Survey Review committee....

Commented [CN3R2]: Need more information

Commented [CN4R2]: Add process

Commented [CN5R2]: The language is already here no further edits

conduct audits, including onsite audits, at any time during the term of this agreement with advance notification to the CSB.

8. Technical Assistance

The CSB and the Department shall work in partnership to address technical assistance needs to provide the program services herein.

9. Other Terms and Conditions

This exhibit may be amended pursuant to Section 5 of the performance contract.

10. Federal Funded Program Services

This section describes certain program services that have a primary funding source of federal funds but there may also be other sources of funding provided by the Department for these services.

10.1 Children's Mental Health Block Grant

Scope of Services and Deliverables
Children's Mental Health Block Grant funds are to be used to reduce states' reliance on hospitalization and develop effective community-based mental health services for children with Serious Emotional Disturbance (SED). Children with SED includes persons up to age 18 who have a diagnosable behavioral, mental, or emotional issue (as defined by the DSM). The state MHBG allotments are used to support community programs, expanded children's services, home-based crisis intervention, school-based support services, family and parenting support/education, and outreach to special populations

The purpose of these funds is to provide community-based services to youth (up to age 18), who have serious emotional disturbance with the goal of keeping youth in the community and reducing reliance on out-of-home placements. Services may include assessments and evaluations, outpatient or office-based treatment, case management, community-based crisis services, intensive community-based supports, community-based home services, and special populations of youth with SED such as juvenile justice, child welfare, and/other under-served populations. Services cannot be used for residential or inpatient care.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. The CSB shall use the Children's Mental Health Block Grant funds to reduce states' reliance on hospitalization and develop effective community-based mental health services for children with Serious Emotional Disturbance (SED). Children with SED includes persons up to age 18 who have a diagnosable behavioral, mental, or emotional issue (as defined by the DSM). This condition results in a functional impairment that substantially interferes with, or limits, a child's role or functioning in family, school, or community activities.
2. The CSB shall comply with the additional uses or restrictions for this grant pursuant to Exhibit F of the performance contract.

B. The Department Responsibilities: The Department agrees to comply with the following requirements. The Department will periodically review case files through regional consultant block grant reviews to ensure funds are being spent accordingly.

Commented [EH6]: "with or at risk of SED" is usually the parameters. Would this not apply here too?

Commented [CN7R6]: @Savage, Kari (DBHDS) @Hunter, Katharine (DBHDS) please review and provide response here.

Commented [KH8R6]: I don't believe that SAMHSA recognizes "at risk" for the block grant. I pulled this from the Public Health Services Act.
(b) Purpose of grants
A funding agreement for a grant under subsection (a) is that, subject to section 300x–5 of this title, the State involved will expend the grant only for the purpose of—
(1) providing community mental health services for adults with a serious mental illness and children with a serious emotional disturbance as defined in accordance with section 300x–1(c) of this title;
(2) carrying out the plan submitted under section 300x–1(a) of this title by the State for the fiscal year involved;
(3) evaluating programs and services carried out under the plan; and
(4) planning, administration, and educational activities related to providing services under

(C) Children's services
In the case of children with a serious emotional disturbance (as defined pursuant to subsection (c)), the plan shall provide for a system of integrated social services, educational services, child welfare services, juvenile justice services, law enforcement services, and substance use disorder services that, together with health and mental health services, will be provided in order for such children to receive care appropriate for their multiple needs (such system to include services provided under the Individuals with Disabilities Education Act).

https://uscode.house.gov/view.xhtml?hl=false&edition=prelim&req=granuleid%3AUSC-prelim-title42-chapter6A-subchapter17-partB-subpart1&num=0&saved=%7CZ3JhbnVsZWlkOlVTQy1

Commented [KH9R6]: I'll keep looking on SAMHSA site to see if they have more guidance on using MHBG for "at risk of SED" services

Commented [CN10R6]: @Hunter, Katharine (DBHDS) this is fine we will leave as is

Commented [EH11]: "or are at risk of..."

Commented [CN12R11]: @Savage, Kari (DBHDS) @Hunter, Katharine (DBHDS) Committee requested add here

Commented [KH13R11]: Same comment as above

Commented [CN14R11]: Same leaving as is

Commented [EH15]: "or at risk of..."

Commented [CN16R15]: Same as above no change

10.2. Assertive Community Treatment (ACT) Program Services

Commented [CN17]: CSBs were made aware of changes through Memo. Will attach

Scope of Services and Deliverables
Assertive Community Treatment (ACT) provides long term needed treatment, rehabilitation, and support services to identified individuals with severe and persistent mental illness especially those who have severe symptoms that are not effectively remedied by available treatments or who because of reasons related to their mental illness resist or avoid involvement with mental health services in the community. ACT services are offered to outpatients outside of clinic, hospital, or program office settings for individuals who are best served in the community.

ACT is a highly coordinated set of services offered by a group of medical, behavioral health, peer recovery support providers and rehabilitation professionals in the community who work as a team to meet the complex needs of individuals with severe and persistent mental illness. An individual who is appropriate for ACT requires this comprehensive, coordinated approach as opposed to participating in services across multiple, disconnected providers, to minimize risk of hospitalization, homelessness, substance use, victimization, and incarceration. An ACT team provides person-centered services addressing the breadth of individuals' needs and is oriented around individuals' personal goals. A fundamental charge of ACT is to be the first line (and generally sole provider) of all the services that an individual receiving ACT needs. Being the single point of responsibility necessitates a higher frequency and intensity of community-based contacts between the team and individual, and a very low individual-to-staff ratio. ACT services are flexible; teams offer personalized levels of care for all individuals participating in ACT, adjusting service levels to reflect needs as they change over time.

An ACT team assists individuals in advancing toward personal goals with a focus on enhancing community integration and regaining valued roles (e.g. worker, daughter, resident, spouse, tenant, or friend). Because an ACT team often works with individuals who may demonstrate passive or active resistance to participation in services, an ACT team must carry out thoughtfully planned assertive engagement techniques including rapport-building strategies, facilitating the individual in meeting basic needs, and motivational interviewing interventions. The team uses these techniques to identify and focus on individuals' life goals and motivations to change. Likewise, it is the team's responsibility to monitor individuals' mental status and provide needed supports in a manner consistent with their level of need and functioning. The ACT team delivers all services according to a recovery-based philosophy of care. Individuals receiving ACT should also be engaged in a shared decision-making model, assistance with accessing medication, medication education, and assistance in medication to support skills in taking medication with greater independence. The team promotes self-determination, respects the person participating in ACT as an individual in their own right, and engages registered peer recovery specialists to promote hope that recovery from mental illness and regaining meaningful roles and relationships in the community are possible.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. The CSB shall design and implement its ACT program in accordance with requirements in the Department's Licensing Regulations for ACT in *12 VAC 35-105-1360 through 1410, Department of Medical Assistance Services Regulations and Provider Manual Appendix E,* and in accordance with best practice as outlined in the Tool Measurement of Assertive Community Treatment (TMACT). The final ratings of a TMACT review are used to set the reimbursement rate with DMAS.

2. The CSB shall reserve any restricted state mental health funds earmarked for ACT that remain unspent only for ACT program services unless otherwise authorized by the Department in writing.
3. The CSB shall prioritize admission to ACT for adults with serious mental illnesses who are currently residing in state hospitals, have histories of frequent use of state or local psychiatric inpatient services, or are homeless.
4. The CSB shall participate in ACT fidelity monitoring (TMACT review) every 12-18 months and assist Department staff as requested with any case-level utilization review activities, making records of individuals receiving ACT services available and providing access to individuals receiving ACT services for interviews.
5. The CSB shall follow the Tool for Measurement of ACT (TMACT) review process.
6. CSB ACT staff shall participate in ACT network meetings with other ACT teams as requested by the Department.
7. New ACT programs shall obtain and provide documentation of 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. Each new ACT team staff shall successfully complete an introductory ACT 101 training. The Department recommends the University of North Carolina's Institute for Best Practices (or an equivalent training as approved by DBHDS) within the first 120 calendar days of the team member's date of hire.
9.

For each year of employment thereafter, each ACT team member (excluding the program assistant) shall receive an additional three hours of training in an area that is fitting with their area of expertise and role within the team. This additional training may be in the form of locally provided training, online workshops, or regional or national conferences. The CSB shall maintain documentation of completed training activities.

B. The Department Responsibilities: The Department agrees to comply with the following requirements.

1. The Department shall monitor ACT implementation progress of new ACT programs through quarterly reports submitted to the Department's Office of Adult Community Behavioral Health by the CSB. This will be a 2 year monitoring process for new ACT programs.
2. The Department shall monitor ACT fidelity using the Tool for Measurement of Assertive Community Treatment (TMACT).
3. The Department shall provide the process for the Tool for Measurement of ACT (TMACT) review.
4. The Department shall provide the data collection and additional reporting database, submission due dates, and reporting protocols to the CSB.

C. Reporting Requirements: To provide a standardized mechanism for ACT teams to track each individual's outcomes, which can then guide their own performance initiatives; teams will be required to regularly submit data through the current ACT Monitoring Application or subsequent iterations approved and implemented by the Department.

10.3. Services to Pregnant Women and Women with Dependent Children

Scopes and Deliverable Services

Commented [BW18]: Should we add (TMACT) here?

Commented [BW19]: Is this in conjunction with DMAS (used for rate setting (high/low)) or will this be a separate review?

Commented [CN20R19]: @VanArnam, Jeffrey (DBHDS) @Nusbaum, Meredith (DBHDS) please see Brandie's question, response needed by 6.3.2025

Commented [NM21R19]: Yes, this is used to measure level of fidelity, and therefore, rate setting. The fidelity review is currently through our contractor, UNC.

Commented [BW22R19]: Please add wording to state that the review will be used for DMAS rate setting purposes

Commented [CN23R19]: Follow up with Meredith is this in the rate add part of the Exhibit D

Commented [CN24R19]: CSB discussion?

Commented [NM25R19]: Please see addition to #1.

Commented [BW26]: Is this training provided free of charge? Does the Department support access to this training via a LMS? If this is trademarked, it this available for upload to CSBs LMS? Is this a new requirement?

Commented [CN27R26]: @Nusbaum, Meredith (DBHDS) @VanArnam, Jeffrey (DBHDS) please see questions from Brandie need response by 6.3.2025

Commented [NM28R26]: @VanArnam, Jeffrey (DBHDS) commented on this earlier, but it has disappeared. Training sosts is lumped in to you DMAS per diem. You are able to select additional trainings beyond UNC's, with the Department's approval.

Commented [BW29R26]: Is this outlined as a requirement in the DMAS manual or is there reference to ...

Commented [NM30R26]: Please clarify "is this outlined as a requirement"; the training? Or are you asking about ...

Commented [NM31R26]: You will need to contact DMAS or review the DMAS manual to retrieve the rate ...

Commented [BW32]: If this is just for new ACT programs, at what point does this monitoring cease? One ...

Commented [CN33R32]: @Nusbaum, Meredith (DBHDS) @VanArnam, Jeffrey (DBHDS) need response ...

Commented [VJ34R32]: Yes new programs only for first two years of operation. My error of omission!

Commented [CN35R32]: TMACT assessment to determine the DMAS rate

Commented [VJ36R32]: Just to be clear, #1 refers to new teams, #2 to all teams (after two years of operation)

Commented [CN37R32]: Revised done

Commented [CN38R32]: No further edits

The Substance Use Prevention, Treatment, and Recovery Block Grant (SUBG) has numerous requirements for services for the Pregnant Women and Women with Dependent Children (PPW). Per CFR, Title 45, Subtitle A, Subchapter A, Part 96, Subpart L, 596.124 Certain allocations mandate that all programs providing such services will treat the family as a unit and therefore will admit both women and their children into treatment services, if appropriate. Community Services Board, at a minimum, treatment programs receiving funding for such services also provide or arrange for the provision of the following services to pregnant women and women with dependent children, including women who are attempting to regain custody of their children.

A. The CSB Responsibilities

1. The CSB shall admit pregnant women into services within 48 hours of request and provide interim services (per SUBG) if unable to provide services; and notify the Department's designee, Women's Services, and Specialty Population Manager.
2. The CSB shall adhere to the following federal guidelines for the PPW population and utilize the earmarked funds to provide or refer to the following services:
    a. primary medical care for women, including referral for prenatal care and, while the women are receiving such services, childcare.
    b. Refer the children of women enrolled in services to primary pediatric care, including immunization, for their children.
    c. Gender-specific substance use treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting, and childcare while the women are receiving these services;
3. Therapeutic interventions for children in the custody of women in treatment which
4. may, among other things, address their developmental needs, their issues of sexual and physical abuse, and neglect; and sufficient case management and transportation to ensure women attend treatment appointments.
5. Collaboration with local birthing hospitals per VA Code 32.1-127 B6 for individuals who deliver Substance Exposed Infants (SEIs) and coordinate discharge planning.

B. The Department Responsibilities

1. The Department shall monitor the utilization of the federal and state general funds for the PPW population.
2. The Department shall be responsible for conducting physical site visits and federal block grant reviews biennially and can increase in frequency based upon the technical needs of the CSB.

10.4 Project Link Program

Scope of Services and Deliverables

Project LINK is a specialized program that provides intensive case management, home visiting, treatment, prevention, and recovery services as well as linkage to said services for women of childbearing age (14-44 years old), pregnant, and parenting women impacted by substance use disorders or co-occurring disorders. The CSB is responsible for maintaining a Project LINK supervisor to manage the requirements of the program. Additionally, each site is responsible for collaboration with birthing hospitals to coordinate discharge planning with individuals who deliver Substance Exposed Infants (SEI) per VA Code 32.127.B6. Each program is responsible for advisory meetings with agencies in its catchment, to integrate and coordinate additional service needs with community stakeholders.

Commented [BW39]: Does this section only apply to those funding items specific to PPW? Or is it intended to refer to all SUBG?

Commented [BW40R39]: The reason I ask is that PPW funding is on the chopping block at the federal level, so I wonder if we have never outlined it specifically in the PC whether or not we need to cross this bridge here at this time,.....food for thought

Commented [CN41R39]: @Roney, Candace (DBHDS) and @Knight, Glenda (DBHDS) please provide a respons

Commented [CN42R39]: Please reach out to program staff directly

Commented [EH43]: Probably a hot topic - can we mandate immunization? That reads like overreach. Mayb

Commented [CN44R43]: @Knight, Glenda (DBHDS) @Roney, Candace (DBHDS) Please see PC review

Commented [RC45R43]: No we can not mandate immunization. Not understanding the second question that

Commented [KG46R43]: I agree with Candance. Legally, we cannot mandate parents or caregivers to

Commented [EH47R43]: All - I was not proposing that we mandate, it reads as if we do or might. I'm just not sur

Commented [CN48R43]: This will need to be address directly with program staff, no further changes

Commented [NjC(49]: @Nusbaum, Meredith (DBHDS) Please review/edit baseline requirements. Also, review to

Commented [MN50R49]: LINK is @Roney, Candace (DBHDS) Please edit out Office of Adult Community

Commented [VP51R49]: Project LINK requirements will reflect the requirements per the PL manual that programs

Commented [NjC(52R49]: @Knight, Glenda (DBHDS) where is this PL manual located. Is there a link that can be

Commented [VP53R49]: Chaye, should we add Women's Set Aside regulations (SAMHSA) prior to

Commented [NjC(54R49]: @Knight, Glenda (DBHDS) yes please add necessary information to the document. Do

Commented [NjC(55R49]: @Knight, Glenda (DBHDS) are all the edits here complete?

Commented [BW56]: Is there specific funding that is limited only to Project Link Programs? SUD FBG Wome

Commented [CN57R56]: @Knight, Glenda (DBHDS) @Roney, Candace (DBHDS) please response by 6.3.2025

Commented [CN58R56]: @Roney, Candace (DBHDS) @Knight, Glenda (DBHDS)

Commented [KG59R56]: The SUD FBG Women (Six CSBs) was an internal Central Office notation to indicate

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. The CSB shall work collaboratively with the DBHDS Office of Substance Use Services Women's Services Coordinator and Specialty Population Manager to fulfill the SUBG Woman set aside requirement.
2. The program will provide the Evidence-Based Program (EBP) Nurturing Program for Families in Substance Abuse Treatment and Recovery and a trauma program such as Seeking Safety, Beyond Trauma, Trauma Recovery and Empowerment Model, or Eye Movement Desensitization and Reprocessing (EMDR).
3. Submit Project LINK Service Delivery and Outcomes at Discharge, narrative, and financial reports bi-annually.

B. The Department Responsibilities: The Department agrees to comply with the following requirements.

1. Provide oversight and monitor the Project LINK program to ensure the scope and deliverables are met as well as provide technical assistance as required.
2. Communicate in a timely manner about changes to the program and funding allocations
3. Facilitate quarterly Project LINK Managers and Directors meeting as well as virtual and onsite program visits.

C. Reporting Requirements: The CSB shall electronically submit all required Project LINK reports per the following scheduled listed below.

1st Report Reporting period: October 1 - April 30th	April 30th (Service Delivery and Outcomes at Discharge Report)
2nd Report Reporting Period May 1 -October 30th	October 30th (Annual Service Delivery and Outcomes Discharge Report; Narrative Report; Project LINK Budget)

10.5. State Opioid Response Program Services (SOR)

SOR Prevention Program - The SOR grant was awarded to Virginia to combat the opioid epidemic and build upon programs started with State Targeted Response R/OPT-R and SOR. The purpose of the SOR program is to address the public health crisis caused by escalating opioid misuse, opioid use disorder (OUD), and opioid-related overdose across the nation. States and territories are expected to use the resources to: increase access to U.S. Food and Drug Administration (FDA)-approved medications for the treatment of opioid use disorder (MOUD); support the continuum of prevention, harm reduction, treatment, and recovery support services for OUD and other concurrent substance use

Commented [BW60]: Has the DBHDS re-org been finalized?

Commented [CN61R60]: By July 1 it will be @Roney, Candace (DBHDS) correct me here if I am wrong

Commented [EH62]: virtual OR onsite?

Commented [CN63R62]: @Knight, Glenda (DBHDS) please see question from the PC Review Committee

Commented [CN64R62]: @Roney, Candace (DBHDS) should this be virtual or on site or both

Commented [KG65R62]: These meetings have been in person for 33 years with the exception of the state of emergency.

disorders; and support the continuum of care for stimulant misuse and use disorders, including those involving cocaine and methamphetamine.

The SOR prevention grant awards support the implementation of effective strategies identified by the Virginia Evidence-Based Outcomes Workgroup. The categories of approved strategies include: coalition development, heightening community awareness/education, supply reduction/environmental, tracking and monitoring, and community education as part of harm reduction efforts. A portion of SOR Prevention funds are approved for the ACEs Project and Behavioral Health Equity Mini Grants.

1. Adverse Childhood Experiences (ACEs) Project

Scope of Services and Deliverables

SOR Prevention grant funds for the Adverse Childhood Experiences (ACEs) Project must be used to fund prevention strategies that have a demonstrated evidence-base, and that are appropriate for the population(s) of focus.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. The CSB shall work collaboratively with DBHDS and OMNI Institute technical assistance team to fulfill requirements of the grant. This collaboration includes responding to information requests in a timely fashion, entering data in the Performance Based Prevention System (PBPS), submitting reports by established deadlines.
2. CSB understands that SOR prevention funds are restricted and shall be used only for approved SOR prevention strategies (from the CSB's approved SOR Logic Model).
3. CSB understands that changes to the budget (greater than a variance of 25 percent among approved budget items) and/or requests for additional funding must be sent via an email to the SOR Prevention Coordinator.

B. The Department Responsibilities: The Department agrees to comply with the following requirements.

1. The Department shall adhere to SOR grant guidelines established by the Substance Abuse and Mental Health Services Administration (SAMHSA), including reporting on statewide and CSB-specific data, accomplishments, and challenges.
2. The Department's Behavioral Health Wellness Consultant/ACEs Lead shall maintain regular monthly communication with the CSB and monitor SOR ACEs Project performance.
3. The Department, particularly the SOR Prevention Coordinator and ACEs Lead, will respond to inquiries in a timely manner, fulfill requests for training and share regular updates regarding the grant. Every effort will be made to provide at least two weeks lead time prior to report deadlines.
4. The Department will provide a budget template for annual budget submission.

2. SOR Prevention Program - Behavioral Health Equity (BHE) Mini-Grant Project

Scope of Services and Deliverables

A portion of SOR Prevention funds were approved for the BHE Mini-Grant Project. BHE Mini-Grants provide CSB an award of funds to perform equity-oriented activities and programing throughout their agency and community. Funds can be used in innovative ways to meet the

Commented [CR66]: Do we having something from SAMHSA stating that SSOR can support ACE and Behavioral Health Equity Mini Grants?

Commented [RT67R66]: SAMHSA accepted the current year's application with these topics outlined under goals 3 & 4, SOR Prevention

Commented [NjC(68]: @Roney, Candace (DBHDS) @Hughes, Colleen (DBHDS) @Brown, Iva (DBHDS) Please review/edit baseline requirements. Also, review to streamline content that may not be relevant to meeting expectations.

Commented [IB69R68]: I edited this section.

Commented [NjC(70R68]: @Brown, Iva (DBHDS) @Roney, Candace (DBHDS) @Hughes, Colleen (DBHDS) are the edits here complete?

Commented [BW71]: ACEs are no longer a required strategy through the new OBHW strategic plan. Does this section still need to be included?

Commented [CN72R71]: @Steele, Margaret (DBHDS) @Rudney, Nathanael (DBHDS)

Commented [RN73R71]: @Neal-jones, Chaye (DBHDS) I'm not particularly familiar w/ SOR requirements. Definitely, can try looking something up or assisting in some other way

Commented [SM74R71]: @Roney, Candace (DBHDS) @Brown, Iva (DBHDS)

Commented [CN75R71]: Per Colleen yes it is an active project

Commented [BW76]: Do we need to update SAMHSA references based on federal actions?

Commented [CN77R76]: @Roney, Candace (DBHDS) @Steele, Margaret (DBHDS) please advise

Commented [SM78R76]: @Neal-jones, Chaye (DBHDS) No.

Commented [RC79R76]: The SOR guidelines are still listed on the SAMHSA website. All of the communications we are receiving says SAMHSA. Our SOR Project Manager still refers to all documents as SAMHSA. At this time I think we should keep SAMHSA until we have an official notification from the federal level.

Commented [BW80]: The name of this was changed in response to Executive Order language around diversity, ...

Commented [CN81R80]: @Steele, Margaret (DBHDS) @Rudney, Nathanael (DBHDS)

Commented [SM82R80]: @Neal-jones, Chaye (DBHDS) We have received no guidance on how to manage this ...

professional development and community needs of the populations being served. Grants recognize that minority communities may require interventions tailored to their unique needs. Grants should explicitly work to address the needs of marginalized populations.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.
1. The CSB shall use the SOR Prevention grant funds for the Behavioral Health Equity (BHE) Mini-Grant Project to fund strategies that have a demonstrated evidence-base and are appropriate for the population(s) of focus.
2. The CSB shall work collaboratively with DBHDS and the Behavioral Health Equity Consultant, to complete all approved objectives from the BHE Mini-Grant application. This collaboration includes participating in a mid-grant check-in, completing a final grant report.

B. The Department Responsibilities: The Department agrees to comply with the following requirements.
1. The Department shall adhere to SOR grant guidelines established by the Substance Abuse and Mental Health Services Administration (SAMHSA), including reporting on statewide and CSB-specific data, accomplishments, and challenges.
2. The Department's Behavioral Health Equity Consultant will perform a mid-grant check-in and will provide the format and collect the final grant report.

3. SOR - Treatment and Recovery Services

Scope of Services and Deliverables
1. Develop and provide opioid misuse prevention, treatment, and recovery support services for the purposes of addressing the opioid and stimulant misuse and overdose crisis.
2. Implement service delivery models that enable the full spectrum of treatment and recovery support services facilitating positive treatment outcomes.
3. Implement community recovery support services such as peer supports, recovery coaches, and recovery housing. certified facilities.
4. Increase the number of Opioid Treatment Programs (OTP). Expand Medication-Assisted Treatment (MAT) for justice-involved individuals.
5. Create pathways for new treatment and recovery providers/organizations. Increase treatment for pregnant and post-partum women.
6. Support Peer Support Services in emergency departments.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.
1. The CSB shall comply with the Department's approved budget plan for services.
2. The CSB may employ SA MAT treatment personnel and recovery personnel
3. The CSB may provide treatment and recovery services to include: drug/medical supplies, drug screens, lab work, medical services, residential treatment, childcare services, client transportation, contingency management, recruitment services and treatment materials, employment resources, recovery wellness planning resources, harm reduction materials, and temporary recovery housing.
4. The CSB shall collect GPRA data for each person receiving services at intake, discharge, and 6-month time points. This data must be submitted to OMNI Institute within five business days of survey completion.
5. All of the aforementioned GPRA reporting must be submitted to OMNI Institute within five business days of survey completion.

Commented [NjC(83]: @Hughes, Colleen (DBHDS) @Gudger, Glencora (DBHDS) @Roney, Candace (DBHDS) @Brown, Iva (DBHDS) Please review/edit baseline requirements. Also, review to streamline content that may not be relevant to meeting expectations.

Commented [GG84R83]: Approved!

Commented [NjC(85R83]: @Hughes, Colleen (DBHDS) and @Gudger, Glencora (DBHDS) no changes here?

Commented [IB86R83]: I'm deferring to @Gudger, Glencora (DBHDS) and @Hughes, Colleen (DBHDS)

Commented [NjC(87R83]: @Hughes, Colleen (DBHDS) please add comments here

Commented [GG88R83]: Hi – I approved 10/30 and I am now on maternity leave. Please defer to Rebecca for all SOR funding. The only other thing I could think to add is that we sometimes offer these grants with ARPA funds.

Commented [SO89]: Scope of services...maybe bullet the first three sentences - as they are not complete sentences. Same for last three in the paragraph.

Commented [CN90R89]: Like numbering better

Commented [BW91]: Is there an established DBHDS/VA certification process? If not, we should specify what certification is required.

Commented [CN92R91]: @Roney, Candace (DBHDS) @Hughes, Colleen (DBHDS) please advise here

Commented [CN93R91]: @Roney, Candace (DBHDS) @Hughes, Colleen (DBHDS)

Commented [HC94R91]: @Neal-jones, Chaye (DBHDS) deferring to @Roney, Candace (DBHDS) as she manages SOR.

Commented [CN95R91]: @Roney, Candace (DBHDS)

Commented [CN96R91]: Will get with Candance about this in FY26

Commented [CN97R91]: Per Iva DBHDS doesn't certify the recovery residences. That's done by one of our subrecipients either Oxford House or the Virginia Association of Recovery Residences. A facility is considered certified once it meets the criteria established by one of those subreipients.

6. CSB receiving treatment or recovery funding under the SOR grant must complete a treatment or recovery Quarterly Survey every quarter of the grant.
7. The aforementioned Quarterly Survey must be submitted to OMNI Institute within two weeks of request by OMNI Institute.

B. The Department Responsibilities: The Department agrees to comply with the following requirements.

1. The Department shall be responsible for submitting required reporting to SAMHSA in accordance with the SOR Notice of Award.
2. The Department shall conduct physical and/or virtual site visits on an annual basis, or more frequently, if necessary. Each site visit will be documented in a written report submitted to the Director of Adult Community Behavioral Health.
3. The SOR team will provide quarterly reports to internal and external stakeholders.

C. Reporting Requirements: The CSB shall submit the Quarterly Treatment and Recovery Reporting Surveys through the online survey link that will be provided by OMNI Institute each quarter. All surveys must be submitted no later than the following dates:

Quarter 1	January 20
Quarter 2	April 15
Quarter 3	July 15
Quarter 4	October 14

The CSB shall collect GPRA data for each person receiving services at intake, discharge, and 6-month time points. This data must be submitted to OMNI Institute within five business days of survey completion.

10.6. Regional Suicide Prevention Initiative

Scope of Services and Deliverables
In an effort to increase capacity to address suicide prevention and promote mental health wellness, the Department funding for regional suicide prevention plans that implement evidenced based initiatives and strategies that promote a comprehensive approach to suicide prevention across the lifespan in the Commonwealth.

The regional or sub regional initiatives are intended to extend the reach and impact of suicide prevention efforts, afford greater access to suicide prevention resources by affected communities, and leverage and reduce costs for individual localities related to training or other suicide prevention action strategies.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. The CSB shall provide an action plan that includes (but not limited to) the following strategies and activities:
   a. mental health wellness and suicide prevention trainings based on community need and capacity to provide;

Commented [NjC(98)]: @Roney, Candace (DBHDS) @Brown, Iva (DBHDS) @Weight, Angela (DBHDS) Please review/edit baseline requirements. Also, review to streamline content that may not be relevant to meeting expectations.

Commented [NjC(99R98)]: @Roney, Candace (DBHDS) @Brown, Iva (DBHDS) @Weight, Angela (DBHDS) any changes here?

Commented [IB100R98]: I updated this section

Commented [NjC(101R98)]: @Brown, Iva (DBHDS) are all edits done for this section?

Commented [CR102R98]: SOR is not baseline funding. Please add to all SOR services that SOR is a discretionary grant.

b. activities for September Suicide Prevention Awareness Month and May Mental Health Awareness Month;
c. identification of anticipated measurable outcomes;
d. a logic model; and
e. a budget and budget narrative

2. These funds shall be used only for the implementation of the Regional Suicide Prevention Initiative described in the Regional Suicide Prevention plan (and or supplement plan) approved by the Department.
3. Any restricted state funds that remain unexpended or unencumbered at the end of the fiscal year may be carried over to the following year to be used only for Regional Suicide Prevention Initiative expenses authorized by the Department in consultation with the participating regional CSB.
4. Any federal funds that remain unexpended or unencumbered by the end of the Performance Period the CSB must contact the Department at least 30 days prior to the end of the Performance Period to discuss permissible purposes to expend or encumber those funds.

B. The Department Responsibilities: The Department agrees to comply with the following requirement.

1. The Department shall monitor Regional Suicide Prevention Initiative program implementation progress through a semi-annual report and annual report submitted by the Regional Suicide Prevention Initiative Lead CSB, other data gathering and analysis, periodic visits to the region to meet with Regional Suicide Prevention Initiative partners, and other written and oral communications with Regional Suicide Prevention Initiative team members.
2. The Department may adjust the CSB's allocation of continued state funds for the Regional Suicide Prevention Initiative based on the CSB's compliance with its responsibilities, including the requirements for maximizing resources from other sources.
3. The Department will provide guidelines for the annual plan and a template for the semi-annual and annual report for the CSB to use.

C. Reporting Requirements:

1. Mental Health First Aid and Suicide Prevention activities shall be included in each CSB's Prevention data system.
2. The Regional Suicide Prevention Initiative CSB shall submit its quarterly report to the Department per the schedule below.

Report Due Date		Reporting Time Frame
1st Quarter Report	October 15, 2024	July 1, 2024 – September 30, 2024
2nd Quarter Report	January 15, 2025	October 1, 2024 – December 31, 2024
3rd Quarter Report	April 15, 2025	January 1, 2025 – March 31, 2025
4th Quarter Report	July 15, 2025	April 1, 2025 – June 30, 2025

10.7. Supplemental Substance Abuse Block Grant Funded Program Services - (Prevention and Treatment)

Scope of Services and Deliverables

This allocation provides supplemental funding to support additional allowable uses of Substance Abuse Prevention and Treatment (SAPT) Block Grant funding. This funding source is designated to plan, implement, and evaluate activities that prevent or treat substance use disorder. The priorities for the use of these funds include: the funding of substance use disorder treatment and support services for the uninsured or for whom coverage is terminated

Commented [SO103]: awkward wording. Change to The priorities for the use of these funds include:

Commented [CN104R103]: Got it

for short periods of time; the treatment and support services that demonstrate success in improving outcomes and/or supporting recovery that are not covered by Medicaid, Medicare, or private insurance; primary prevention by providing universal, selective, and indicated prevention activities; prevention services for persons not identified as needing treatment; and the collection of performance and outcome data to determine the ongoing effectiveness of behavioral health promotion, treatment, and recovery support services. SUPTRS funds are to be the funds of last resort: Medicaid and private insurance, if available, must be used first. Target and priority populations are pregnant and parenting women, and intravenous (IV) drug users, to include those in need of interim services.

Any treatment services provided with SABG funds must follow treatment preferences established in 45 CFR 96.131(a):

1. Pregnant injecting drug users
2. Pregnant substance abusers
3. Injecting drug users
4. All others

Complete details of allowable services can be found in Exhibit F of the performance contract.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements
   1. The CSB shall prioritize SAPT priority populations including the uninsured, pregnant women and women with dependent children, and people who inject drugs
   2. The CSB shall follow all other federal requirements pursuant to Exhibit F.

B. The Department Responsibilities: The CSB agrees to comply with the following requirements. The Department shall monitor uses of these supplemental funds in the same manner it monitors uses of SAPT treatment and recovery base funding, including SAMHSA measures and on-site or virtual reviews. These funds will be monitored as part of existing review processes.

10.8. Substance Use Prevention, Treatment and Recovery Block Grant (SUPTR) Prevention Set Aside Services

Scope of Services and Deliverables

Access to Substance Abuse Treatment for Opioid Use Disorder (OUD)The CSB shall ensure that individuals requesting treatment for opioid use disorder drug abuse, including prescription pain medications, regardless of the route of administration, receive rapid access to appropriate treatment services, as defined in 45 CFR § 96.126, within 14 days of making the request for treatment or 120 days after making the request if the CSB has no capacity to admit the individual on the date of the request and within 48 hours of the request it makes interim services, as defined in 45 CFR § 96.121, available until the individual is admitted.

The SUPTR BG Prevention Set Aside is intended to prevent Substance Use Disorders (SUD) by implementing an array of strategies including information dissemination, education, alternatives, problem ID and referral, community capacity building and environmental approaches that target individuals, communities and the environment, guided by the Strategic Prevention Framework (SPF) planning model.

The CSB shall use the Institute of Medicine (IOM) model to identify target populations based on levels of risk: universal, selective, and indicated. The CSB shall utilize the Center for Substance Abuse Prevention (CSAP)s evidenced- based strategies: information dissemination, education and skill building, alternatives, problem identification and referral, community-based process, and environmental approaches. Community-based process/coalitions and environmental approaches that impact the population as a whole are keys to achieving successful outcomes and are Department priorities.

Substance abuse prevention services may not be delivered to persons who have substance use disorders to prevent continued substance use as mandated by the federal Substance Abuse Block grant.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. **General Capacity Requirements**
   Each CSB shall work collaboratively with the DBHDS Office of Behavioral Health Wellness (OBHW) team and the OMNI Institute technical assistance team to fulfill requirements of the grant. This collaboration includes responding to information requests in a timely fashion, entering data in the Performance Based Prevention System (PBPS), submitting reports by established deadlines.
   a. Each CSB must complete an evaluation plan, in collaboration with the OMNI Institute technical assistance team, which is revised and approved annually and includes:
      i. A logic model which includes all the required priority strategies all CSBs must implement and any discretionary strategies the CSB has elected to implement.
      ii. A measurement plan documenting how all required metrics will be tracked and reported.
   b. All prevention programs, practices, and strategies must be evidence-based or evidence-informed and approved by the DBHDS OBHW team. Only strategies that align with the state-identified priorities and/or the CSB's logic model outcomes will be approved.
   c. Each CSB must maintain a license(s) for the Performance-Based Prevention System (PBPS) and record all implemented strategies in the PBPS. The resources to support this have been added to the CSB base allocation.
   d. Each CSB must maintain a minimum of 1 FTE Prevention Lead position. This position leads and ensures compliance and implementation of all Prevention priority strategies.
   e. Prevention funding should be used for prevention staff to attend at least one national prevention-related conference per year. Any national conferences outside of the NPN Prevention Research Conference, NATCON, CADCA National or Mid-Year Conferences must have prior DBHDS approval. Each CSB receives $3000 in their base allocation to help support this capacity building effort.
   f. Submit an annual budget for SUPTR Prevention Set Aside utilizing DBHDS' template.
   g. CSBs must enter all report data into PBPS by the 15th of the month for the month prior.

2. **Counter Tools**
   a. The CSB shall conduct store audits of and merchant education with 100 percent of tobacco/nicotine retailers in its service area over a two-year period. Any retailer to be found in violation in the previous year is to be given priority for merchant education.
   b. The CSB also must maintain and update a list of tobacco/nicotine retailers in its catchment area over the two-year period.
   c. Data must be entered into the Counter Tools and PBPS systems.
   d. The CSB base allocation includes $10,000 for these strategies.

e. Tobacco education programs for youth with the goal of reducing prevalence of use are not to be identified as SYNAR activities.

3. ACEs Trainings

a. All CSBs should ensure there are at least 1ACE Interface presenter or Master Trainer either on staff or available to them through their community partners.

b. All CSBs must conduct at least 6 ACEs trainings annually that focus on either/or the implications of early childhood adversity, resilience, or healing centered relationships. These can all be reported as ACEs trainings.

c. All ACEs training data (including number of trainings held and number of people trained) must be reported in PBPS.

d. CSBs which are designated as Self-Healing Communities and are receiving additional funding to address ACEs must complete all items noted above and the following:
   i. Submit a quarterly narrative report on all ACEs strategies and measures.
   ii. Engage in a local Trauma-Informed Community Network (TICN) or other trauma-centered coalition

4. Community Coalition Development

a. The CSB shall support or lead at least one community coalition and be involved in a minimum of 6-10 coalition meetings a year.

b. The CSB should maintain membership in CADCA and/or CCoVA each year.

c. The CSB and its associated coalition should ensure youth engagement in the coalition either as a sub-group of the coalition or a separate youth coalition.

d. The CSB should maintain a social media presence to publicize prevention/coalition activities and messaging (Facebook page, Instagram, website, etc.) Websites should be updated monthly at a minimum and social media bi-weekly to ensure information and resources remain relevant and engages the community.

e. Every 2 years, each CSB must complete a coalition readiness assessment and an assessment of representation in the coalition of the following 12 sectors: youth; parents; businesses; media; school; youth-serving organizations; law enforcement; religious/fraternal organizations; civic and volunteer organizations; healthcare professionals; state, local and tribal governments; and other organizations involved in reducing illicit substance use.

5. Mental Health First Aid

a. Each CSB must have at least one staff trained to deliver MHFA courses.

b. Each CSB trained MHFA trainer must provide a minimum of 3 Youth and/or Adult MHFA trainings annually to the population catchment area to maintain certification. (Example: Two CSB trained staff can co-facilitate and provide 3 trainings per year.) Residents of other catchment areas may attend, but the primary target audience needs to be the CSB's catchment area.

c. Ensure a minimum of 45 community participants are trained annually in MHFA (across all trainers at the CSB; no minimum number per trainer.

d. If a CSB receives more than 3 requests for MHFA training, they may use RSPI funds to contract with another provider if they are unable to fulfill this community need due to staff capacity. CSBs are still responsible for capturing evaluation data from these trainings and entering them in the data system. An MOU must be established with the subcontractor that indicates the CSB be allowed to capture the data from the training, including number participants and, when appropriate, evaluation forms.

6. Suicide Prevention

Commented [BW105]: ACEs are no longer a required strategy through the new OBHW strategic plan. Why does this requirement remain?

Commented [CN106R105]: It is required per OBHW

Commented [BW107]: ACEs are no longer a required strategy through the new OBHW strategic plan. Why does this requirement remain?

Commented [CN108R107]: It is required per OBHW

a. CSBs will have at least one staff member trained in at least one suicide prevention training on the approved list below to contribute to suicide prevention training efforts in their region.
    i. Applied Suicide Intervention Skills Training (ASIST) (in-person only)
    ii. safeTALK (in-person only)
    iii. QPR (Question, Persuade, Refer)
    iv. The ASK Workshop
    v. More than Sad, Talk Saves Lives, L.E.T.S. or other suicide prevention training developed by the American Foundation for Suicide Prevention (virtual or in-person)
    vi. Any other training listed in the Suicide Prevention Resource Center's Best Practice Registry (Best Practices Registry)
    vii. One-hour or more Lock and Talk Training listed in the Lock and Talk website portal
b. Each CSB must take the lead on providing 3 suicide prevention trainings in their catchment area or Region.
c. Each CSB must train a minimum of 45 participants in suicide prevention trainings.
d. CSBs are encouraged to partner with other CSBs in their region to fulfill the training needs of their community and ensure the minimum number or participants required to hold a course is met.
e. CSBs may subcontract with a certified trainer should the request for the delivery of suicide prevention training exceed the CSB's staff capacity. An MOU must be established with the subcontractor that indicates the CSB be allowed to capture data from the training including number of participants and, when appropriate, evaluation forms.
f. CSBs will actively promote trainings via their websites, social media and in-person events and community networks
g. CSBs will assist community members who are seeking suicide prevention training with accessing training. CSBs will take lead on coordinating a training for groups interested in suicide prevention training within their catchment.

B. The Department Responsibilities: The Department agrees to comply with the following requirements.

1. The Department shall adhere to SABG Prevention Set Aside, grant guidelines established by the Substance Abuse and Mental Health Services Administration (SAMHSA), including reporting on statewide and CSB-specific data, accomplishments and challenges.
2. The Department's SABG Prevention Set Aside Behavioral Health Wellness Consultants shall maintain regular communication with the CSB, monitor performance through reporting, and provide technical assistance to the CSB upon request.
3. The Department will work with the CSB to mutually agree on annual site visit dates.
4. The Department, particularly the SABG Prevention Set Aside Behavioral Health Wellness Consultants will respond to inquiries in a timely fashion, fulfill requests for training and share regular updates regarding the grant.
5. Every effort will be made to provide at least two weeks lead time prior to report deadlines by DBHDS in partnership with OMNI Institute federal reporting contractor.
6. The Department will provide a budget template for annual budget submission

C. Reporting Requirements: All data is reported into the Prevention data system and must be submitted by the 15th of the month for the month prior.

10.9. Adult Mental Health Block Grant

The Community Mental Health Services Block Grant (MHBG) program's objective is to support the grantees in carrying out plans for providing comprehensive community mental health services. The target populations served under this grant are adults with serious mental illness (SMI). This includes persons ages 18 and older who have a diagnosable behavioral, mental, or emotional condition—as defined by the Psychiatric Association's Diagnostic and Statistical Manual (DSM), where their condition substantially interferes with, or limits, one or more major life activities (ex. basic daily living, accessing community resources).

A. CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. The CSB shall use the funds Mental Health Block Grant funds to reduce states' reliance on hospitalization and develop effective community-based mental health services for adults with serious mental illness (SMI).
2. The CSB shall follow the state performance measurement requirements.
3. The CSB shall follow all other federal requirements pursuant to Exhibit F.

B. Department Responsibilities:

1. The Department shall monitor the use of MHBG funds by means of on-site reviews at least every two years.
2. The Department shall provide technical assistance as deemed necessary or upon request to ensure the state performance measurement requirements are met.

11. State Funded Program Services

This section describes certain program services with a primary funding source of state general funds but there may also be other sources of funding provided by the Department for the services provided.

11.1. Auxiliary Grant in Supportive Housing Program (AGSH)

Scope of Services and Deliverables

Section 37.2-421.1 of the Code of Virginia provides that DBHDS may enter into an agreement for the provision of supportive housing for individuals receiving auxiliary grants pursuant to §51.5-160 with any provider licensed to provide mental health community support services, intensive community treatment, programs of assertive community treatment, supportive in-home services, or supervised living residential services. The Auxiliary Grant (AG) funds shall not be disbursed directly to the CSB or DBHDS. The Department for Aging and Rehabilitative Services (DARS) shall maintain administrative oversight of the Auxiliary Grant program, including the payment of AG funds from DSS to individuals in the program.

A. The CSB Responsibilities: The CSB shall comply with the following requirements pursuant.

1. For each individual served by the provider under this agreement, the provider shall ensure the following basic services:
   a. the development of an individualized supportive housing service plan ("ISP");
   b. access to skills training;
   c. assistance with accessing available community-based services and supports;
   d. initial identification and ongoing review of the level of care needs; and
   e. ongoing monitoring of services described in the individual's ISP.

2. Assist AGSH recipients with securing and maintaining lease-based rental housing. This residential setting shall be the least restrictive and most integrated setting practicable for the individual that:
   a. complies with federal habitability standards;
   b. provides cooking and bathroom facilities in each unit;
   c. affords dignity and privacy to the individual; and
   d. includes rights of tenancy pursuant to the Virginia Residential Landlord and Tenant Act (§55-248.2 et seq.).
   e. provides rental levels that leave sufficient funds for other necessary living expenses, and
   f. the provider shall not admit or retain recipients who require ongoing, onsite, 24-hour supervision and care or recipients who have any of the conditions or care needs described in subsection D of §63.2-1805.
3. The provider is expected to be full census (based on approved budget) within 12 months of operation and to maintain census of no less than 90% thereafter.
4. Request approval, in writing, of DBHDS for an AGSH recipient to live with a roommate freely chosen by the individual.
5. Adhere to all components of the AGSH Provider Operating Guidance.
6. Licensing/Certification Requirements:
   a. The CSB shall maintain all relevant DBHDS licenses in good standing. Provide documentation of licensure status for relevant services to the Department for Aging and Rehabilitative Services (DARS) at initial certification and annually thereafter.
   b. The CBS shall maintain annual certification with DARS in accordance with §51.5-160 Section D.

B. The Department Responsibilities:

1. DBHDS or its designee shall conduct annual inspections to determine whether the provider is in compliance with the requirements of this agreement. DBHDS will provide 30 days written notice for routine annual inspections. DBHDS may also conduct inspections at any time without notice.
2. DBHDS will work with the Provider to develop and implement AGSH data reporting requirements including data elements, formats, timelines and reporting deadlines.
3. Pursuant to §37.2-421.1 Section C., DBHDS may revoke this agreement if it determines that the provider has violated the terms of the agreement or any federal or state law or regulation.

C. Reporting Requirements: The CSB shall collect and report recipient level identifying information and outcome data at least quarterly no later than the 10th day following the end of the month (i.e., October 15th, January 15th, April 15th, and July 15th) and provide to DBHDS as requested**.**

11.2. Children's Mental Health Initiative (MHI) Funds

Scope of Services and Deliverables

The Mental Health Initiative (MHI) Fund was established by the General Assembly in FY 2000 to create a dedicated source of funding for mental health and substance abuse services for children and adolescents with serious emotional disturbances, at risk for serious emotional disturbance, and/or with co-occurring disorders with priority placed on those children who, absent services, are at-risk for removal from the home due to placement by a local department of social services, admission to a congregate care facility or acute care psychiatric hospital or crisis stabilization facility, commitment to

the Department of Juvenile Justice, or parental custody relinquishment.
These services have the purpose of keeping children in their homes and communities and preserving families whenever possible.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. MHI funds must be used exclusively to serve currently unserved children and adolescents or provide additional services to underserved children and adolescents with serious emotional disturbances, at risk for serious emotional disturbance, and/or with co-occurring disorders with priority placed on those children who, absent services, are at-risk for removal from the home due to placement by a local department of social services, admission to a congregate care facility or acute care psychiatric hospital or crisis stabilization facility, commitment to the Department of Juvenile Justice, or parental custody relinquishment. These funds shall be used exclusively for children and adolescents, not mandated for services under the Children's Services Act. Underserved refers to populations which are disadvantaged because of their ability to pay, ability to access care, or other disparities for reasons of race, religion, language group, sexual orientation or social status.
2. Children and adolescents must be under 18 years of age at the time services are initiated. MHI funds can be used to bridge the gap between the child and adolescent and adult service systems, if the service was initiated before the adolescent's 18th birthday. Services used to bridge the gap can only be used for up to one (1) year. MHI funds cannot be used to initiate new services once an adolescent turns 18 years of age.
3. MHI funds must be used to purchase services which will be used to keep the child or adolescent in the least restrictive environment and living in the community.
4. CSBs may use MHI funds to support personnel used to provide services to children and families. Each service provided shall be linked to an individualized service plan for an individual child and submit the required program and financial data reports in the format established by the Department.
5. MHI funds should not be used when another payer source is available.
6. Services must be based on the individual needs of the child or adolescent and must be included in an individualized services plan. Services must be child-centered, family focused, and community-based. The participation of families is integral in the planning of these services.
7. CSBs must develop policies and procedures for accessing MHI funds for appropriate children and adolescents
8. The CSBs shall develop a Mental Health Initiative funding plan in collaboration with the local Family and Assessment Planning Teams and/or Community Policy and Management Team. The funding plan shall be approved by the Community Policy and Management Teams of the localities. The CSB should seek input and guidance in the formulation of the protocol from other FAPT and CPMT member agencies. A copy of the plan shall be kept on file at the CSB.

    a. The MHI Fund Protocol shall at minimum:
        i. Clearly articulate the target population to be served within the serious emotional disturbance, at risk for serious emotional disturbance, and/or with co-occurring disorders, non-CSA mandated population;
        ii. Establish defined protocols and procedures for accessing services, ensuring that all key stakeholder agencies have a method to link into services;

iii. Clearly articulate the kinds or types of services to be provided; and
iv. Provide for a mechanism for regular review and reporting of MHI expenditures.
v. Includes effective date and reviewed or updated dates as appropriate.
vi. Includes acknowledgment that the protocol has been approved by the Community Policy and Management Teams.

b. Types of services that these funds may be used for include but are not limited to: crisis intervention and stabilization, outpatient, intensive in-home, intensive care coordination, case management, Family Support Partners, evidence-based practices, therapeutic day treatment, alternative day support (including specialized after school and summer camp, behavior aide, or other wrap-around services), and, supervised family support services.

c. All expenditures shall be linked to an individualized service plan for an individual child. Expenditures may be for something that is needed by more than one child, providing it can be linked to the individualized service plan of each child.

d. CSBs may use MHI funds to support personnel used to provide services to children and families. For example, the funds may be used to create a position dedicated to serving the non-CSA mandated population of children in the community; however, as stated above, each service provided should be linked to an individualized service plan for an individual child.

e. CSBs may use up to 10% of the total MHI fund allocation for administrative costs associated with the overall MHI fund management and administration. Administrative costs include non-direct service personnel and supplies.

f. MHI funds may not be used for residential care services, partial or full hospitalizations, or for CSA sum sufficient populations. MHI funding may not be used to purchase vehicles, furniture, computers, or to provide training.

The CSB may carry-forward a balance in the MHI fund during the biennium in which the funds were distributed. If the CSB has a balance of 10% or greater, of the current allocation, at the end of the biennium, the CSB shall work with the OCFS to develop a plan to spend the end of the biennium balance. If the CSB is unable to spend the carry-forward balance within an agreed upon timeframe and, continues to have a carry-forward balance greater than 10%, DBHDS may pause payments of the current allocation.

B. The Department Responsibilities: The Department agrees to comply with the following requirements.
The Department shall establish a mechanism for regular review and reporting of MHI Fund expenditures including monitoring unspent balances.

C. Reporting Requirements:

1. All services shall be linked to an individualized service plan for an individual child in accordance with applicable business rules and HL7 interface specifications, including the use of the MHI Client Transaction Type. Expenditures may be for something that is needed by more than one child, providing it can be linked to the individualized service plan of each child.
2. The CSB shall submit the required program and financial data reports in the format established by the Department.
3. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow for compliance and in accordance with Section 6 of this Exhibit.

Commented [EH109]: Federal Funds allow for 15% (I believe). It would be good to have a standard rate across services and funding streams.

Commented [CN110R109]: This is regarding state funds here not federal. State IDCR do not align with federal. This is program by program negotiated rate.

Commented [EH111]: Chaye - there is language elsewhere in the PC that clearly states that future funding for CSBs cannot be reduced based on current carryover status of funds. In the Admin Policy meeting Thursday we need to land somewhere so that there are not inconsistencies in the PC - yes?

Commented [CN112R111]: Yes, but this speaks to pausing payment not reducing funds.

Commented [BW113]: add " in accordance with Section 6 above"

11.3. Permanent Supportive Housing (PSH)

Scope of Services and Deliverables

A. The CSB Responsibilities: If the CSB receives state mental health funds for PSH for adults with serious mental illness and/or pregnant or parenting women with substance use disorder, it shall fulfill these requirements:

1. Comply with requirements in the Virginia Department of Behavioral Health and Developmental Services Permanent Supportive Housing Program Operating Manual and any subsequent additions or revisions to the requirements agreed to by the participating parties. If the implementation of the program is not meeting its projected implementation schedule, the CSB shall provide a written explanation to and seek technical assistance from the Office of Community Housing in the Department.
2. Ensure that individuals receiving PSH have access to an array of clinical and rehabilitative services and supports based on the individual's choice, needs, and preferences and that these services and supports are closely coordinated with the housing-related resources and services funded through the PSH initiative.
3. Assist Department staff as requested with any case-level utilization review activities, making records of individuals receiving PSH available and providing access to individuals receiving PSH for interviews.
4. Comply with requirements related to the implementation of the Virginia Low-Income Housing Tax Credit (LIHTC) Qualified Allocation Plan First Leasing Preference.
5. 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.
6. Participate in PSH training and technical assistance in coordination with the Community Housing and any designated training and technical assistance providers.
7. Ensure twelve-month housing stability of PSH tenants of no less than 85%

B. Reporting Requirements: Track and report the expenditure of restricted state mental health PSH funds separately in the implementation status reports required in subsection f below. Based on these reports, the Department may adjust the amount of state funds on a quarterly basis up to the amount of the total allocation to the CSB. The CSB shall include applicable information about individuals receiving PSH services and the services they receive.

1. CSB shall submit data about individuals following guidance provided by the Office of Community Housing
2. The CSB shall submit the required program and financial data reports in the format established by the Department.
3. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow for compliance and in accordance with Section 6 of this Exhibit.

11.4. Forensic Services

Scope Services and Deliverables

A. The CSB Responsibilities: The CSB shall comply with the following requirements:

1. The CSB shall designate appropriate staff to the roles of Forensic Admissions Coordinator, Adult Outpatient Restoration Coordinator, and NGRI Coordinator to collaborate with the local courts,

Commented [BW114]: My comment on this previously has seemed to disappear. Please confirm that this is an appropriate population to serve under this program. Are PSH programs aware?

Commented [CN115R114]: @Spradlin, Monica (DBHDS) @Yavorsky, Kristin (DBHDS)

Commented [YK116R114]: Yes. It is a separate appropriation from the much larger PSH SMI program. Only CSBs receiving this funding need to be doing this work.

Commented [BW117]: in accordance with Section 6 above

the forensic staff of state facilities, and the Department. The CSB shall notify the Department's Office of Forensic Services of the name, title, and contact information of these designees and shall inform the Director of any changes in these designations. The CSB shall ensure that designated staff completes all recommended training identified by the Department.

2. The Code of Virginia requires that court-ordered forensic evaluations of competency to stand trial and mental state at the time of the offense, and restoration treatment be performed on an outpatient basis unless the results of an outpatient evaluation indicate that hospitalization is necessary or if the defendant is already in DBHDS custody under certain legal statuses. The CSB shall consult with their local courts and the Forensic Coordinator at the designated DBHDS hospital as needed in placement decisions for individuals with a forensic status, based upon evaluation of the individual's clinical condition, age, need for a maximum security, and other relevant factors.
3. Adult forensic evaluations should be completed by forensic evaluators with the requisite training and education as required by the Code and the Department. Evaluations of competency to stand trial (§ 19.2-169.1) and mental state at the time of the offense (§§ 19.2-168.1, 19.2-169.5) must be completed by an evaluator who is currently on the List of Qualified Evaluators maintained by the Department. Only if the CSB employs qualified forensic evaluators will it be eligible to perform forensic evaluations ordered by local courts. To the greatest extent possible, the CSB will assist the courts in identifying qualified forensic evaluators to perform adult outpatient forensic evaluations, if such assistance is requested by the courts.
4. Upon receipt of a court order pursuant to § 16.1-356 of the Code of Virginia, the CSB shall provide or arrange for the provision of a juvenile competency evaluation by a qualified forensic evaluator.
5. Upon receipt of a court order pursuant to § 16.1-357, the CSB shall submit the court order to the DBHDS Juvenile Justice Program Supervisor. The Supervisor will determine if the restoration will be provided by DBHDS Juvenile Justice Program or the CSB.
6. Upon receipt of a court order for the provision of adult outpatient competency restoration services pursuant to § 19.2-169.2 of the Code of Virginia, the CSB shall provide or arrange for the provision of services to restore the individual to competency to stand trial. These services shall be delivered in the community where the individual is currently located, or in a local or regional jail, juvenile detention center (when a juvenile is being tried as an adult), Department of Corrections facility, or in another location suitable for the delivery of the restoration services when determined to be appropriate. These services may include treatment and restoration services, case management, assessment services, the provision of medications and medication management services, and other services that may be needed by the individual in order to restore them to competency and to prevent their admission to a state hospital.
7. Upon written notification from a DBHDS facility that an individual has been hospitalized pursuant to § 19.2-169.1 (competency evaluation), § 19.2-169.2 (competency restoration), § 19.2-169.3 (unrestorably incompetent), § 19.2-169.5 & 168.1 (mental status at the time of the offense evaluation), or § 19.2-169.6 (emergency treatment from jail), the CSB shall provide discharge planning in accordance with the provisions of the C*ollaborative Discharge Requirements for Community Services Boards and State Hospitals: Adult & Geriatric*.
8. The CSB shall provide follow-up care and discharge planning coordination to patients returning from a state facility to local or regional jails or juvenile detention centers. The CSB shall work with jail mental health and correctional staff to assist with reentry planning from the jail back to the community.

Commented [SD118]: @Torres, Angela (DBHDS) This came up in the Prince William questions - this is in the PC and the Board Policy but it is not really required by Code so I'm thinking we delete and not make this a "required" duty of the CSB. The intention was for CSBs to share some responsibility in helping courts in securing these outpatient to avoid inpatient, but that is not really their responsibility nor do they always get looped in.

Commented [SD119]: @Torres, Angela (DBHDS) This came up in the Prince William questions - this is in the PC and the Board Policy but it is not really required by Code so I'm thinking we delete and not make this a "required" duty of the CSB. The intention was for CSBs to share some responsibility in helping courts in securing these outpatient to avoid inpatient, but that is not really their responsibility nor do they always get looped in.

Commented [BW120]: I don't understand why we are expanding specific services/interventions here.

Commented [CN121R120]: @Davis, Sarah (DBHDS) please advise

Commented [DS122R120]: I'm not sure that this represents an expansion, this is just reiterating what is in the Adult Restoration Guidelines and I think an attempt to be more general than "emergency services" - case management, referrals to treatment providers, obtaining crisis services when needed. The intention was not to expand the scope of restoration but to make more clear what might fall under the scope. I reworded.

Commented [BW123]: I follow the logic for the discharge planning, but the requirement to provide follow-up care and to "ensure the continued provision of services" in the correctional environment may not be within CSBs control

Commented [CN124R123]: @Davis, Sarah (DBHDS) please advise

Commented [DS125R123]: Edited to remove that language around ensuring treatment.

9. The CSB shall provide discharge planning for persons found not guilty by reason of insanity who are being treated in DBHDS facilities pursuant to § 19.2-182.2 through § 19.2 -182.7, and § 19.2-182.11 of the Code of Virginia, and in accordance with the Department's NGRI Manual: Guidelines for Management of Individuals Acquitted Not Guilty by Reason of Insanity (February 2023) and the provisions of the C*ollaborative Discharge Requirements for Community Services Boards and State Hospitals: Adult & Geriatric.*
10. Upon written notification from DBHDS that an individual found Not Guilty by Reason of Insanity has been placed onto outpatient temporary custody status pursuant to § 19.2-182.2, the CSB shall initiate contact with the individual as soon as possible for the purpose of making referrals to CSB services and other providers as needed, as well as to assess and provide feedback to the Department on the individual's progress. The CSB will provide NGRI coordination and supervision while the individual completes the outpatient temporary custody evaluation process and will work jointly with the Department to develop conditional or unconditional release plans as required by Code.
11. The CSB will review and sign an NGRI acquittee's Risk Management Plan for Escorted Community, Unescorted Community, Conditional Release, and Unconditional Release in accordance with the timelines outlined in the Department's NGRI Manual: Guidelines for Management of Individuals Acquitted Not Guilty by Reason of Insanity (February 2023) and the Collaborative Discharge Requirements for Community Services Boards and State Hospitals: Adult & Geriatric.
12. The CSB will implement and monitor compliance with court-ordered Conditional Release Plans (CRPs) for persons found Not Guilty by Reason of Insanity and released with conditions pursuant to § 19.2-182.2 through § 19.2 -182.7, and § 19.2-182.11 of the Code of Virginia. The CSB is responsible for providing the Office of Forensic Services copies of any written correspondence and court orders issued for NGRI acquittees in the community.

B. Reporting Requirements

1. Not Guilty by Reason of Insanity (NGRI):
   a. The CSB shall supply information to the Office of Forensic Services 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).
   b. The CSB shall submit written reports to the court for individuals adjudicated Not Guilty by Reason of Insanity (NGRI), documenting the person's progress and adjustment in the community. Pursuant to § 19.2-182.7 these reports shall be submitted no less frequently than every six months from the date of release and are required for the duration of conditional release. The CSB shall also provide to the Department's Office of Forensic Services written monthly reports on the person's progress and adjustment in the community for their first 12 continuous months in the community following discharge to conditional release.

11.5 Adult Competency to Stand Trial Restoration (MH Adult Outpatient Competency Restoration Services):

Scope of Service and Deliverables

The CSB shall coordinate the provision of Adult Outpatient Competency Restoration and Outcome Evaluation Services to any individual so ordered who is currently residing in their service area or who is in custody in a local or regional jail or state correctional facility within the boundaries of their service area.

A. The CSB Responsibilities:

1. Upon receipt of a court order for Adult Outpatient Competency Restoration services pursuant to Virginia Code §19.2-169.2, the CSB shall provide Adult Outpatient Restoration Services,

Commented [SD126]: @Neal-jones, Chaye (DBHDS) I have added the necessary language for Adult Competency Restoration reporting and billing and reimbursement. This mirrors language in the exhibits we created for the ARPA funds. Please take a look and let me know if I need to adjust anything.

Commented [CN127R126]: @Davis, Sarah (DBHDS) use this version to make your edits and the reason for the change.

including initial restoration assessment, restoration services, and restoration case management services as defined in the DBHDS Definitions for Adult Outpatient Restoration Services.

2. As soon as possible following receipt of the court order, the CSB shall determine the location of the defendant and outreach the court or attorneys to gather all necessary collateral documentation (such as the initial competency evaluation, prior treatment records, charging documents or warrants, police reports or other collateral information specific to the criminal charges). If the defendant is not presently residing in the CSB's catchment area, the CSB is responsible for ensuring that the court amends the order and appoints the appropriate CSB based on the defendant's location.
3. At the conclusion of restoration services, the CSB shall arrange for an outcome competency to stand trial evaluation by a licensed clinical psychologist or psychiatrist who has the requisite forensic training and experience prescribed by the Code of Virginia.
4. The CSB shall transmit a cover letter issued from the CSB to the court and attorneys at the conclusion of restoration services, outlining the findings of the outcome evaluator and including a copy of the outcome evaluation if it was coordinated by the CSB.
5. The CSB shall provide the DBHDS Office of Forensic Services electronic copies of the court order, outcome evaluation, and CSB cover letter to the court, along with the DBHDS Adult Outpatient Competency Restoration Services Report within 60 days of the conclusion of services.
6. Upon receiving confirmation from the Office of Forensic Services that all of the required documentation is complete, the CSB shall submit its claim for payment using the Departments grants management system and claims reimbursement process.
7. The CSB shall use the Departments grants management system support mailbox webgrants@dbhds.virginia.gov for any WebGrants technical assistance and training as needed.

B. The Department Responsibilities:

1. The Department shall provide technical assistance and case consultation upon request to the CSB related to Adult Outpatient Competency Restoration cases.
2. The Department shall notify the CSB when available funding has been exhausted.
3. The Department shall provide WebGrants training and technical assistance as needed to the CSBs.
4. The Department shall ensure timely review and approval of CSB reimbursement claims pursuant to the claims reimbursement process.

C. Payment Terms:

1. The Department shall provide the CSB payment for the provision of Adult Outpatient Restoration Services, including restoration assessment, restoration services, and restoration case management, as defined in the DBHDS Definitions for Adult Outpatient Restoration Services, Revised 1/24/2025.
2. The Department shall disperse payment to the CSB for outcome competency evaluations coordinated and paid for by the CSB at the conclusion of restoration services. The Department will issue payments according to the DBHDS Adult Outpatient Competency Restoration Payment Guidelines, Revised 1/24/2025.
3. Funds will be paid out to the CSB on a reimbursement basis only through WebGrants. The CSB will submit invoices for reimbursement based on actual services provided during the period of performance. Payment is contingent on the availability of funds.
4. The Department may, at its reasonable discretion, modify payment dates or amounts, or terminate this agreement and provide advance notification of any such changes in writing and work collaboratively with CSB/BHA when possible, regarding any changes to this Agreement.

Commented [DS128]: One minor edit 6/2/25: Removed reference to the specific revision date of the document. "DBHDS Definitions for Adult Outpatient Restoration Services, Revised 1/24/2025" was modified to "DBHDS Definitions for Adult Outpatient Restoration Services".

Commented [BW129]: I believe the code dictates that the client's attorney provide these documents to the restoration provider. CSBs should not be assigned additional responsibilities which already are code-mandated to other parties

Commented [CN130R129]: @Davis, Sarah (DBHDS)

Commented [DS131R129]: This is a routine expectation - quite often the court and attorneys do not send materials along with the order, but if the CSB receives the order it is their responsibility to alert the court if they don't have the materials they need. The court will assume they are working on the case if no one takes the initiative to reach out to inform the court or request the additional materials. This is required of inpatient providers as well, when we receive the order we reach out to obtain all of the other documents we need to satisfy the court order if they are not automatically sent to us.

Commented [BW132]: For the majority of cases we request additional time for restoration – so we would not ask for an evaluation every time the court order is expiring.

Commented [CN133R132]: @Davis, Sarah (DBHDS) can this be "may"

Commented [DS134R132]: I understand the concern - I think this was originally included in the Restoration Guidelines because CSBs are not qualified to assess competency (unless they have an approved forensic evaluator) and we didn't want CSBs to provide opinions on competency if not qualified to assess that. But in reality, ...

Commented [DS135]: Minor edit 6/2/25: Reworded to make more clear - the expectation is that a cover letter will be sent by CSB to the court with a copy of the outcome ...

Commented [DS136]: One minor change incorporated 6/2/25: removed the reference to the specific dated version of the report, as the report form may be updated in the future. We want the CSBs to use the most current version of the ...

Commented [BW137]: Please add wording that we are no longer expected to provide services once funding is exhausted

Commented [CN138R137]: @Davis, Sarah (DBHDS) talk about process for notification

Commented [DS139R137]: The expectation is that services will be provided whether or not funding is available. The services are court ordered and not optional for the CSBs if the court has issued the order. Funding is available to ...

5. The CSB shall ensure that all reimbursement requests are supported by actual expenses that further the Adult Outpatient Competency Restoration program. The CSB shall be reimbursed up to the approved amount for these costs. The CSB shall maintain records of these expenses in the event of future audits.

11.6. Gambling Prevention

Scope of Service and Deliverables

The Problem Gambling Treatment and Support Fund (9039) via the Office of Behavioral Health Wellness, Problem Gambling Prevention Program intends to prevent and minimize harm from the expansion of legalized gambling by implementing the Strategic (SPF) planning model. CSB's will continue to utilize data collected and research to identify and implement strategies to prevent problem gambling. Making data driven decisions to determine and revise priorities and select evidence-based strategies based upon the priorities identified.

In an effort to increase capacity to address problem gambling prevention the Department also provides funding for CSB level problem gambling prevention data collection, capacity building, and strategy implementation.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. The CSB shall provide a proposed budget.
2. These funds shall be used only for the implementation of the Problem Gambling Prevention Services described herein. Funding may be used to hire or maintain staff working on problem gambling prevention (PGP), provide stipends, travel related to PGP services, incentives for data collection, promotion/awareness items, and membership and attendance to organizations whose mission includes the mitigation of gambling problems.
3. Participate in surveys by coordinating collection of data for your CSB catchment area on gambling and gaming behaviors.
4. Each CSB that receives problem gambling prevention funding will participate in conducting the Young Adult Survey, a PG Community Readiness Assessment, and Environmental Scan, and will ensure a minimum of two (2) different strategies to prevent problem gambling will be included in your CSB logic model. Those CSB's receiving enough funding to pay for at least a half time staff will need to implement at least 3 strategies. This may include:
    a. Information dissemination;
    b. Education;
    c. Alternative strategies;
    d. Environmental
    e. Community-Based Process; and/or
    f. Problem Identification and Referral
5. The CSB shall continue to build capacity in their CSB by assigning at least one person to oversee the problem gambling prevention work and share information about problem gambling with their communities. This includes attending and participating in all OBHW sponsored problem gambling trainings and webinars
6. The CSB may either hire or maintain a current part time staff person, add hours on to a current part time position in the organization, or adjust a current employees workload to allow for time

Commented [CR140]: Should we have a section for Gambling Treatment?

Commented [NjC(141R140]: @Rogers, Anne (DBHDS) please see Candace question.

Commented [AR142R140]: @Roney, Candace (DBHDS) only if you have requirements for the CSB's to participate in problem gambling treatment services. So far all the treatment has been done through the VCU contract and not the CSB contract.

to lead and ensure compliance and implementation of all problem gambling prevention activities.

7. Any restricted state Problem Gambling Treatment and Support funds that remain unexpended or unencumbered at the end of the fiscal year may be carried over to the following year to be used only for Problem Gambling Prevention strategy expenses authorized by the Department.
8. If you have a casino or racino in your catchment area, continue to build relationships with those businesses and coordinate prevention and responsible gambling services for those facilities.

B. The Department Responsibilities: The Department agrees to comply with the following requirements.

1. The Department shall monitor Problem Gambling Prevention Services program implementation progress through a quarterly report submitted by the CSB Problem Gambling Prevention Services Lead, other data gathering and analysis, periodic on-site or virtual visits to meet with the CSB Problem Gambling Prevention Services staff, and other written and oral communications with CSB Problem Gambling Prevention Services team members.
2. The Department may adjust the CSB's allocation of continued state funds for the Problem Gambling Prevention Services based on the CSB's compliance with its responsibilities, including the requirements for maximizing resources from other sources
3. The Department will respond to inquiries in a timely fashion, fulfill requests for training and share regular updates regarding the grant.
4. Every effort will be made to provide reporting forms at least two weeks prior to report deadlines by DBHDS and in accordance with Section 6 of this Exhibit.
5. The Department will provide a template for the plan and quarterly report for the CSB to use.

C. Reporting Requirements: The CSB shall track and account for its state Problem Gambling Treatment and Support Fund as restricted problem gambling prevention State funds, reporting expenditures of those funds separately in its quarterly reports.

Submit a quarterly report on problem gambling prevention activities to the DBHDS/OBHW Problem Gambling Prevention Coordinator (due by the 15th of October, January, April, and July and in accordance with Section 6 of this Exhibit.

11.7. Mental Health Services in Juvenile Detention Centers

Scope of Services and Deliverables

The Mental Health in Juvenile Detention Fund was established to create a dedicated source of funding for mental health services for youth detained in juvenile detention centers.

A CSB's primary role in a juvenile detention center is providing short-term mental health and substance use disorder services to youth detained in the center with mental illnesses or mental illnesses and co-occurring substance use disorders. As part of this role, a CSB also consults with juvenile detention center staff on the needs and treatment of youth. This may include case consultation with detention center staff. Since the youth have been court ordered to the center, they are under the jurisdiction of the center for care. A CSB provides consultation and behavioral health services in support of the centers care of youth and should establish and maintain positive, open, and professional communication with center staff in the interest of providing the best care to the youth.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.

Commented [BW143]: Should indicate that reporting requirements must conform to Section 6

Commented [NjC(144]: @Hughes, Colleen (DBHDS) @Rogers, Anne (DBHDS) Please review/edit baseline requirements. Also, review to streamline content that may not be relevant to meeting expectations.

Commented [AR145R144]: @Neal-jones, Chaye (DBHDS) @Hughes, Colleen (DBHDS) I have completed making edits to the PG prevention section.

Commented [BW146]: Same as above

1. The CSB shall provide mental health and substance use services to youth detained in the juvenile detention center, this may include youth who are pre-adjudicated, youth who are post-adjudicated, youth who are post-dispositional, and youth who are in a community placement program. Since most youth have short lengths of stay, clinical services in juvenile detention should be designed to provide short term mental health and substance use services. At times, a youth may have a long length of stay and the CSB should be prepared to provide services as needed. Below are examples of core services a CSB typically provides with this funding to most of the youth it serves in juvenile detention centers:
   a. Case management,
   b. Consumer Monitoring,
   c. Assessment and Evaluation,
   d. Crisis Services
   e. Medical Services, or
   f. Individual or group therapy when appropriate (coded as outpatient services)
2. The CSB shall provide discharge planning for community-based services for youth with identified behavioral health and/or substance use issues who return to the community.
3. The CSB shall document provided mental health and substance use services while a youth is in detention in the CSBs electronic health record (EHR).
4. The CSB shall have a Memorandum of Understanding (MOU), a Memorandum of Agreement (MOA), or contract with the juvenile detention center in which the CSB provides services. The MOU, MOA, or contract shall outline the roles and responsibilities of each entity, outline a plan for continued services if there is a vacancy, a dispute resolution process as well as outline a plan for regular communication between the CSB and Juvenile Detention Center. MOU/MOA and contracts shall be reviewed bi-annually.
5. The CSB shall notify the Office of Child and Family Services of any significant staffing changes or vacancies that cannot be filled within 90 days.

B. The Department Responsibilities: The Department agrees to comply with the following requirements.

The Department shall establish a mechanism for regular review of reporting Mental Health in Juvenile Detention fund expenditures, data, and MOUs/MOAs or contracts to include a process by the Office of Child and Family Services.

C. Reporting Requirements:

1. The CSB shall account for and report the receipt and expenditure of these restricted funds separately.
2. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in compliance with Section 6 of this Exhibit.
3. The CSB biennially, shall provide a copy of a signed MOU/MOA or contract to the Department.

11.7 State Regional Discharge Assistance Program (RDAP - MH Regional DAP)

Scope of Services and Deliverables

Commented [NjC(147): @Savage, Kari (DBHDS) @Hunter, Katharine (DBHDS) Please review/edit baseline requirements. Also, review to streamline content that may not be relevant to meeting expectations.

Commented [KH148R147]: No updates

The Department and the CSB agree to implement the following requirements for management and utilization of all current state regional discharge assistance program (RDAP) funds to enhance monitoring of and financial accountability for RDAP funding, decrease the number of individuals on state hospital extraordinary barriers to discharge lists (EBLs), and return the greatest number of individuals with long lengths of state hospital stays to their communities.

A. The CSB Responsibilities:

1. The CSB shall comply with the current Discharge Assistance Program Manual issued by the Department.
2. The CSB, through the RMG and RUMCT on which it participates, shall ensure that other funds such as Medicaid payments are used to offset the costs of approved IDAPPs to the greatest extent possible so that state RDAP funds can be used to implement additional IDAPPs to reduce EBLs.
3. All state RDAP funds allocated within the region shall be managed by the regional management group (RMG) and the regional utilization management and consultation team (RUMCT) on which the CSB participates.
4. On behalf of the CSBs in the region, the regional manager funded by the Department and employed by a participating CSB shall assure accurate and timely entry and reporting of all relevant IDAPP and expenditure data in the DBHDS DAP Portal.
5. If the CSB has unspent funds they may be utilized subsequent years to support one time IDAPPS. Any other use of funds must be reviewed and approved by DBHDS in accordance with the DAP manual.

B. The Department Responsibilities:

1. The Department shall work with the VACSB, representative CSBs, and regional managers to develop clear and consistent criteria for identification of individuals who would be eligible for individualized discharge assistance program plans (IDAPPs) and acceptable uses of state RDAP funds and standard terminology that all CSBs and regions shall use for collecting and reporting data about individuals, services, funds, expenditures, and costs.
2. The Department may conduct utilization reviews of the CSB or region at any time to confirm the effective utilization of state RDAP funds and the implementation of all approved ongoing and one-time IDAPPs.
3. Annually DBHDS will revise allocations to the Regional Fiscal Agent CSB based on previous year's use of funds to assure all needs are met statewide.

C. Reporting Requirements: The regional Manager shall assure accurate and timely data entry of IDAPPS and expenditures monthly into the DAP Portal. Reports on allocation, use and expenditures shall be available to both DBHDS and the Regional offices in the DAP portal at any time.

11.8 Housing Flexible Funding Program (State Rental Assistance Program) (790 Funds DD SRAP)

Scope of Services and Deliverables

Individuals with developmental disabilities face numerous financial barriers to making the initial transition to integrated, independent housing and to maintaining this housing. The vast majority of adults with developmental disabilities have income below 30% of the area median income. Those who have Medicaid or Supplemental Security Income must meet strict asset limits that prevent them from saving enough to cover one-time, upfront expenses to rent housing or to cover expenses that, if not paid, could jeopardize their housing stability.

The Flexible Funding Program enables adults with developmental disabilities to overcome financial barriers to making initial transitions to integrated, independent housing and to maintaining housing stability. Six Community Services Boards administer the Program in their respective DBHDS regions.

Program operations include:

1. making Flexible Funding applications and program materials available to support coordinators in the region
2. providing technical assistance to support coordinators on the program requirements and application process
3. reviewing and adjudicating Flexible Funding applications in accordance with the Flexible Funding 2.0 Guidelines ("the Guidelines")
4. authorizing and processing payment or reimbursement for approved goods and services in accordance with the Flexible Funding 2.0 Guidelines ("the Guidelines")
5. tracking and reporting per person and aggregated program expenditures in the Flexible Funding workbook provided by DBHDS in accordance with the Flexible Funding 2.0 Guidelines ("the Guidelines").

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. The CSB shall designate a Flexible Funding program administrator and a fiscal administrator who are responsible for program implementation. The program administrator and fiscal administrator may be the same staff person or different staff people. The CSB shall provide contact information for each administrator (including name, title, address, email and phone number) to the DBHDS Office of Community Housing.
2. The CSB shall ensure it can access the DBHDS cloud-based electronic file sharing system which contains program materials required to administer the Program.
3. The CSB shall implement strategies to pay time-sensitive expenses such as, but not limited to holding fees, security deposits and moving company charges as soon as possible. Strategies may include issuing promissory notes, notifying vendors that applicants' Flexible Funding requests have been approved, or identifying third parties that can front payment of expenditures immediately and request reimbursement from Flexible Funding.
4. The CSB shall submit programmatic and financial reports in accordance with the Guidelines using the Flexible Funding workbook provided by DBHDS.
5. The CSB shall maintain program and financial records in accordance with the Guidelines.
6. The CSB shall direct all communication regarding Flexible Funding applications and decisions to the support coordinator identified on the application. If the CSB denies an application in whole or in part, the program administrator must inform the support coordinator in writing and must offer appeal rights in accordance with the Guidelines. Support coordinators are responsible for informing applicants about the status of their applications.
7. The CSB shall review and adjudicate requests for reasonable accommodations within the program in accordance with the Guidelines.
8. The CSB has the option to delegate the review and adjudication of Flexible Funding applications to a single point of contact within each local CSB within the region. The CSB can approve and issue reimbursements to local CSBs that approve their own applications and make payments in accordance with the Guidelines.

9. The CSB shall provide periodic trainings for support coordinators in the region regarding the Guidelines and the application process.
10. The CSB shall designate up to 10% of each one-time Flexible Funding allocation it receives from DBHDS to offset the administrative costs associated with serving as the Flexible Funding Administrator. The CSB must abide by the DBHDS Regional Administrative Fees policy dated October 1, 2021. Administrative costs include, but are not limited to, Flexible Funding program personnel salaries and benefits, rent, utilities, telephone/Internet service, equipment, supplies, and travel.

B. The Department Responsibilities: The Department agrees to comply with the following requirements.

1. The Department shall develop and issue Guidelines for administering the Program to the CSB.
2. The Department shall issue Program Memoranda to the CSB to clarify the guidelines as needed. If there is a conflict between the Guidelines and a Program Memorandum, the Program Memorandum shall prevail.
3. The Department shall provide the CSB access to its cloud-based file sharing system, which shall contain program materials required to administer the Program.
4. The Department shall provide the CSB training and technical assistance with completing program reports, reviewing applications, and interpreting program guidelines.
5. The Department shall process appeal requests from applicants or their designated representatives in accordance with the Guidelines.
6. The Department shall monitor the CSB in accordance with Section J of this Agreement.
7. The Department shall distribute additional funding allocations for the Program to the CSB.

C. Performance Outcome Measures:

1. 90% of all Flexible Funding applications submitted within the fiscal year are reviewed and adjudicated within 10 days of receiving completed applications.
2. 90% of all Flexible Funding applications submitted within the fiscal year are approved in accordance with the maximum funding caps identified in the Guidelines.

D. Reporting Requirements:

1. The CSB will provide the following reports to DBHDS OCH:

    a. A quarterly expense report that summarizes the balance at the beginning of the quarter, expenditures for the reporting quarter and the year to date, and the balance at the end of the quarter. The report will reflect this information for each line item, including but not limited to program expenditures and administrative expenditures. This report will also identify the number of discrete persons served each quarter.
    b. A completed program status report that details information about approved applications disbursed during the current reporting quarter and previous quarters/fiscal years.
    c. The CSB will submit quarterly expenses and program status reports in a DBHDS-provided Excel workbook that is hosted on a DBHDS-approved, cloud-based storage system by the 30th of the month following the end of the 1st, 2nd and 3rd quarter. The CSB may submit the quarterly expense and program status report for the 4th quarter (e.g., the end of the fiscal year) within 45 days of the end of the quarter.

11.9. Substance Abuse Residential Purchase of Services (SARPOS -SGF)

Scope of Services

Commented [EH149]: Can this align with the allowable federal rate of 15% per DBHDS?

Commented [CN150R149]: That is program to program decision for SGF.

Commented [EH151R149]: I'd like for us to chat about this on Thursday. I think it is reasonable for DBHDS to consider an allowable administrative cost that is consistent across all areas (please).

Commented [CN152R149]: Save for FY26 discussions

Commented [NjC(153]: @Cummins, Jeannie (DBHDS) @Williams, Eric (DBHDS) @Norton, Heather (DBHDS) Please review/edit baseline requirements. Also, review to streamline content that may not be relevant to meeting expectations.

Commented [NjC(154R153]: @Cummins, Jeannie (DBHDS) @Williams, Eric (DBHDS) any revisions for this section?

Commented [JC155R153]: @Neal-Jones, Chaye (DBHDS) Sorry, I sent you an email a few weeks ago about this. We just got the Exhibit G language for Flexible Funding into the Performance Contract this year. The only paragraph that doesn't expressly address baseline requirements is the first paragraph under "Scope of Services and Deliverables" which provides the context for why the program exists. Other than that, the remainder of the language directly addresses baseline requirements and is relevant to meeting expectations.

Commented [CN156]: @Roney, Candace (DBHDS) @Billings, Eric (DBHDS) should be put something here stating there is no longer any federal funding for SARPOS?

SARPOS funds may be used for residential settings, programs, or services that "meet the intent" of providing services that support recovery. SARPOS funds have traditionally been made available to support community-based residential medically managed/monitored withdrawal, contracted residential, transitional living programs, and other residential services that support recovery. SARPOS funding is not intended to be long term. If being used to support transitional services, there should be a plan related to how the individual will be able to maintain housing after the supports are removed. SARPOS funding is prioritized for priority populations- pregnant substance use, injecting substance use, other opioid use populations. SARPOS fund shall be used for treatment and support services for substance use disorders, including individuals with acquired brain injury and co-occurring substance use disorders. Funded services shall focus on recovery models and the use of best practices.

1. SARPOS funds have traditionally been made available to support community-based residential medically managed/monitored withdrawal, contracted residential, transitional living programs, and other residential services that support recovery.
2. Funds may be used for short term. If funding is being used to support transitional housing a plan should exist for maintaining housing post the use of SARPOS funds.
3. Funding may also be used to provide services that support recovery in the community setting to include transportation to or from treatment, and medical appointment when there are no other means of transportation available, the purchase of training, registration, courses, licenses, certification, etc. that leads to financial recovery/ability to gain skills for specific trade/employment, items needed to maintain or gain employment include work uniforms, glasses, etc.
4. Additionally, the purchase of tools and types of equipment, i.e. barber clippers, work tools, safety glasses, hard hats, etc. required to begin employment if there is no other funding source may be obtained.
5. Payment for medications needed while in a residential setting or for medications needed for medication assisted treatment (MAT) while in medically managed detoxification or other residential care if no other revenue sources are available.
6. Non-MAT psychiatric care for those clients working toward application for Medicaid. Funds of last resort.
7. SARPOS funds may be used for individuals in need of residential settings, programs, or services that "meet the intent" of providing services that support recovery for persons with SUDs and persons with co-occurring MH and SUDs if the funds are addressing the SUD. (e.g., half-way house, Oxford House).
8. SARPOS funds may also be used to address barriers an individual may experience to entering residential services or to mitigate factors that might impede continued residential services. Examples include:
    a) Funds for transportation to or from the residential services, if no other means of transportation is available.
    b) Purchase of clothing or personal hygiene products that may be needed while in residential services if no other resource is available.
    c) Payment for a brief stay in a motel if the individual does not have a safe residence while awaiting a bed in a residential setting.

d) Payment for medications needed while in a residential setting or for medications needed for medication assisted treatment (MAT) while in medically managed detoxification or other residential care if no other revenue sources are available.
e) Payment for children to reside with their mother while she participates in residential treatment, if no other revenue sources are available.

9. SARPOS funds should not be substituted for other funds dedicated to these purposes. CSBs are encouraged to first explore utilization of other funds available for residential services (e.g. transformation funds for crisis stabilization, SA diversion funds, co-occurring disorders funds). CSBs can use other SA state general funds or SA federal funds for SUD residential needs in addition to SARPOS funds if the funds are not in an earmarked restricted category.

A. The CSB Responsibilities: To implement the SARPOS funds, the CSB agrees to comply with the following requirements.

1. CSBs should develop memorandums of agreement/contracts with community providers for residential services that are in compliance with all Federal and state laws and regulations concerning confidentiality, human rights, and SAPTBG requirements, including data collection. The CSB is responsible for ensuring that contracted providers are adhering to these requirements.
2. Where possible, CSBs are encouraged to engage, in collective and regional negotiation with potential vendors for the most cost effective and highest quality care for individuals.
3. The CSB must provide and document care coordination services and discharge for individuals funded via SARPOS, if applicable. The residential service provider must also collaborate with the CSB in discharge planning and appropriate transition back into the community, including the need for treatment or other services at a different level of care.

B. The Department Responsibilities: To implement the SARPOS funds, the Department agrees to comply with the following requirements.

1. Monitor use of these funds to assure that they are being used to support evidence-based treatment/recovery supports and will not permit use of these funds for non-evidence-based approaches, and review services during Programming Monitoring and Oversight (PMO) and Department review visits.
2. Support the effective implementation of the program through technical assistance to develop implementation plans, address implementation challenges, and modify performance targets to address emerging issues.
3. The Department shall provide technical assistance when requested.
4. The Department reserves the rights to recover unexpended SARPOS funds and to reallocate those funds to CSBs that have documented the need for additional substance abuse residential purchase of services funds.

11.10 Substance Use Medication Assisted Treatment (SUD MAT)

Scope of Services: This allocation provides supplemental funding to support the ongoing effort to decrease substance use and the overdose rates throughout the Commonwealth. These funds must be prioritized for individuals who are not covered by insurance; however, can be used for those who are under insured. These are state general funds for the current state fiscal year.

The designated uses for these funds are:

Commented [BW157]: Ensuring

Long-acting, injectable prescription drug treatment regimens for individuals within the community who need medication assisted treatment.

Non-narcotic, non-addictive prescription drug treatment regimens to (i.e., manage withdrawal Long-acting, injectable prescription drug treatment regimens for individuals who need medication assisted treatment while (i) on probation, (ii) incarcerated, or (iii) upon their release to the community. This is to include those with current or recent criminal justice involvement (within the last 12 months).

Non-narcotic, non-addictive prescription drug treatment regimens to (i.e., manage withdrawal symptoms, reduce drug cravings, help prevent relapse, treat co-occurring disorders (e.g., depressive or anxiety disorders).

Non-drug treatment regimens to include IOP, residential, partial hospitalization, social detox, etc.) for individuals who are not clinically able or for other reasons related to treatment barriers to participate in buprenorphine or methadone-based drug treatment regimens.

A. The CSB Responsibilities: the CSB agrees to comply with the following requirements.

The CSB shall utilize the funding to expand MAT and MAT support services to uninsured and under insured SU consumers as stated above.

B. The Department Responsibilities:

1. The Department shall continue to monitor use of the MAT funds.
2. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow for compliance and in accordance wit .

C. Reporting Requirements:

1. The CSB shall provide financial reporting for the utilization of the MAT and its supportive services.
2. The CSB shall submit the required program and financial data reports in the format established by the Department.

Commented [BW158]: See previous comment

11.11. HIV/EIS/Harm Reduction

Scope of Services

This funding is to support the ongoing effort to reduce the risks, harm, and negative consequences associated with drug use, to include programs and interventions that are not abstinence based but are aimed at reducing the transmission of HIV and other communicable diseases and improving the health outcomes of individuals at risk.

The designated uses for these funds are:

1. Prevention, treatment, and peer staff that provide services to those with HIV, at risk of developing communicable diseases, or at risk for developing substance use.
2. Prevention Service to include education and outreach programs to raise awareness about HIV transmission and prevention, distribution of condoms and other safer sex supplies, and PrEP (pre-exposure prophylaxis) services for high-risk individuals.

3. Harm Reduction Strategies to include support of CHR sites and services that reduces the spread of HIV among people who inject drugs, and access to opioid substitution therapy (e.g., methadone) to help individuals reduce or eliminate drug use.
4. Testing and Counseling such as confidential HIV testing services, including rapid testing options, and Pre- and post-test counseling to provide support and information about HIV and its implications.
5. Linkage to Care such as referral services to connect individuals with medical care, including antiretroviral therapy (ART) for those who are HIV-positive, and support for navigating healthcare systems and accessing necessary services.
6. FDA approved Drug Test Strips which encourages safer drug use.
7. Supportive mental health and substance use treatment services, and peer support programs that provide social support and shared experiences.
8. Community Engagement such as advocacy.

A. The CSB Responsibilities: the CSB agrees to comply with the following requirements.
The CSB shall utilize funding to support HIV/EIS/Harm reduction services to the uninsured and under insured SUD population as stated above.

B. The Department Responsibilities:
1. The Department shall continue to monitor use of the HIV/EIS funds.
2. The Department shall review communicate in a timely fashion with each CSB/BHA about changes to the programming and where funding needs may be assessed and readdressed.

C. Reporting Requirements:
1. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time and in compliance with Section 6 of this Exhibit.
2. The CSB shall provide financial reporting for the utilization of the HIV/EIS and its supportive services.
3. The CSB shall submit the required program and financial data reports in the format established by the Department.

Commented [BW159]: Same comment as above

11.12. System Transformation of Excellence and Performance (STEP – VA)

Commented [BW160]: Why are only certain STEP-VA services scoped out? If we are including it here, should we not include all related expectations? The choices of which steps are defined here seems arbitrary (Missing CM, CC, PSR)

Commented [CN161R160]: No in Exhibit D

Scope of Services
STEP-VA is an initiative designed to improve the community behavioral health services available to all Virginians. All CSBs in Virginia are statutorily required to provide all STEP-VA services. These services include: Same Day Access, Primary Care Screening, Outpatient Services, Crisis Services, Peer and Family Support Services, Psychiatric Rehabilitation, Veterans Services, and Case Management and Care Coordination. the Department anticipates fewer admissions to state and private hospitals, decreased emergency room visits, and reduced involvement of individuals with behavioral health disorders in the criminal justice system as STEP-VA has been implemented across the Commonwealth. Peer and Family Support Services, Psychiatric Rehabilitation, Case Management and Care Coordination performance expectation are outlined in Exhibits D as the Department works with CSBs to establish program requirements and benchmark.

1. For all steps of STEP-VA
a. All CSB will establish a quality management program and continuous quality improvement plan to assess the access, quality, efficiency of resources, behavioral healthcare provider training, and patient outcomes of those individuals receiving outpatient services through the

CSB. This may include improvement or expansion of existing services, the development of new services, or enhanced coordination and referral process to not directly provided by the CSB.

b. **The Department agrees to comply with the following requirements**

i. Determine the need for site visits based on monitoring, particularly if the Programs are not accomplishing its missions, and/or meeting its goals as described in this document. Based on this identified need and regular on-going scheduled site-visits:

ii. Conduct in-person or virtual visits/check-ins with the CSB program leadership to ensure compliance with the scope and requirements of services; and to review outcomes, which include challenges and successes of the programs.

2. Outpatient Services

Scope of Services and Deliverables

Outpatient services are considered to be foundational services for any behavioral health system. Outpatient services may include diagnosis and evaluation, screening and intake, counseling, psychotherapy, behavior management, psychiatry, psychological testing and assessment, laboratory and ancillary services. As one of the required services for STEP-VA, the purpose of the Outpatient Services step is to ensure the provision of high quality, evidence-based, trauma-informed, culturally-competent, accessible behavioral health services that addresses a broad range of diagnoses and considers an individual's course of illness across the lifespan from childhood to adulthood.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. The CSB will offer evidence based and best practices as part of their programming and implementation of Outpatient Services to the adults, children and families in the community.
2. The CSB/BHA shall increase capacity and community access to Children's Outpatient services.
3. The individual will receive a service with a high quality CSB outpatient provider or a referral to a non-CSB outpatient behavioral health service within 30 business days of the completed Comprehensive Needs Assessment , if clinically indicated. The quality of outpatient behavioral health services is the key component of this step.
4. CSB shall establish expertise in the treatment of trauma related conditions.
5. CSB should provide a minimum for outpatient behavioral healthcare providers of 8 hours of trauma focused training in treatment modalities to serve adults, children/adolescents and their families within the first year of employment and 4 hours in each subsequent years or until 40 hours of trauma-focused treatment can be demonstrated.
6. Provide training data regarding required trauma training yearly in August when completing federal Block Grant reporting (Evidence Based Practice Survey)sent by DBHDS.
7. STEP Virginia requires that each CSB offer, at a minimum, the following Evidence Based Practices for psychotherapy: Cognitive Behavioral Therapy (CBT) and Motivational Interviewing (MI) and the following EBP's for Psychiatry: Medication Management and Long-Acting Injectable Psychotropic Medications.

Commented [BW162]: My previous comment seemed to disappear. Does this statement require a :STEP VA specific quality management program, one per step, or is an agency able to use established QMP/CQI plans like those developed for CARF, etc?

Commented [CN163R162]: @Nusbaum, Meredith (DBHDS)

Commented [NM164R162]: At this point in time, DBHDS has not made formal expectations of what such a program would need to entail.

Commented [NjC(165]: Not in Exhibit B

Commented [NjC(166]: Data source and data source system - Data gov language. Paulos can help.

Commented [BW167]: Is the goal to provide the appointment or to provide the service within 30 days?

Commented [CN168R167]: @Nusbaum, Meredith (DBHDS) @Powers, Katie (DBHDS) please advise

Commented [NM169R167]: @Bodanske, Rebekkah (DBHDS) can you ping me on this? want to be sure.

Commented [NM170R167]: Thoughts on this? Keeping language similiar here to SDA below.

Commented [BW171R167]: Not sure if the last reply was directed at me, but I would recommend updating all references to "appointments" here to services. In theory, I could give all the appointments I want, but that doesn't mean the individual actually received care.

Commented [NM172R167]: It was directed to you :) I've changed this.

Commented [MN173]: @Bodanske, Rebekkah (DBHDS) Is this (7) correct?

Commented [RB174R173]: They only are required to report scores every 6 months (currently). Trauma training collection is correct. It is the Evidence Based Practice Survey if you want to be specific

8. STEP Virginia requires each CSB also utilize at least one EBP which meets the needs identified by the locality's community needs assessment: Acceptance and Commitment Therapy, Collaborative Assessment and Management of Suicidality (CAMS), Cognitive Behavioral Intervention for Trauma in Schools (CBITS), Dialectical Behavior Therapy (DBT), Eye Movement Desensitization and Reprocessing (EMDR), Functional Family Therapy (FFT), Hi-Fidelity Wraparound (HFW), Integrated Treatment for Co-Occurring Disorders, Living in Balance, Medication Assisted Treatment (MAT), Moral Resonation Therapy, Motivational Enhancement Therapy, Multi-Systemic Family Therapy (MFT), Parent Child Interaction Therapy (PCIT), Screening, Brief Intervention, and Referral to Treatment (SBIRT), Seeking Safety, Solution Focused Brief Therapy, Trauma Focused CBT (TF-CBT), Effective but underutilized medications for SUD treatment.

3. Primary Care Screening and Monitoring

Scope of Services and Deliverables

Individuals with SMI or SED, populations primarily served by the CSB, are known to be at higher risk for poor physical health outcomes largely due to unidentified chronic conditions. Therefore, it is important for behavioral health staff to provide related care coordination to ensure access to needed physical health care.

a) Any child diagnosed with a serious emotional disturbance or any adult diagnosed with a serious mental illness and receiving MH CM and/or Psychiatry services will be provided or referred for a primary care screening on a yearly basis.

b) These clients are required to be provided with a yearly primary care screening to include, at minimum, height, weight, blood pressure, and BMI. This screening may be done by the CSB or the individual may be referred to a primary care provider to have this screening completed.

c) If the screening is done by a primary care provider, the CSB is responsible for the screening results to be entered in the patient's CSB electronic health record. The CSB will actively support this connection and coordinate care with physical health care providers for all service recipients.

d) On an annual basis, CSB shall screen and monitor for metabolic syndrome (following the American Diabetes Association guidelines) any individual receiving STEP-VA services over age 3, with a diagnosis of SMI prescribed an antipsychotic medication by a CSB prescriber,

e) Individuals with SMI , a population primarily served by the CSB, are known to be at higher risk for poor physical health outcomes largely due to unidentified chronic conditions.

f) For the population includes all individuals over age 3 who receive psychiatric medical services by the CSB. CSB must report the screen completion and monitoring completion in the regular submissions of EHR data to DBHDS.

4. Same Day Access (SDA)

Scope of Services and Deliverables

SDA serves children adolescents, and adults seeking behavioral health services. Military status will be considered, and appropriate services and referrals made based on that status. CSB's have

Commented [BW175]: Does this represent a specific Community Needs Assessment? Or does this refer to any community needs assessment which covers the community served by CSB?
Commented [CN176R175]: @Nusbaum, Meredith
Commented [NM177R175]: I changed the wording here.
Commented [BW178R175]: What if your locality does
Commented [CN179R175]: @Nusbaum, Meredith
Commented [NM180R175]: The purpose of the little
Commented [BW181]: "and receiving ongoing CSB
Commented [CN182R181]: @Nusbaum, Meredith
Commented [NM183R181]: done
Commented [BW184]: If this is defined above, do we
Commented [CN185R184]: @Nusbaum, Meredith
Commented [NM186R184]: I am under the impression
Commented [BW187R184]: Does psychiatry services
Commented [CN188R184]: @Nusbaum, Meredith
Commented [NM189R184]: This seems to be creating
Commented [BW190]: Should remove the highlighted
Commented [CN191R190]: @Nusbaum, Meredith
Commented [CN192R190]: @Nusbaum, Meredith
Commented [NM193R190]: I am adding this to the top
Commented [BW194R190]: Does it need to be deleted
Commented [CN195R190]: @Nusbaum, Meredith
Commented [NM196R190]: yes, sorry.
Commented [CN197]: @Nusbaum, Meredith (DBHDS
Commented [NM198R197]: @Bodanske, Rebekkah
Commented [BR199R197]: If this is metabolic screeni
Commented [BW200]: Should strike this wording, I am
Commented [CN201R200]: @Nusbaum, Meredith
Commented [NM202R200]: On-going monitoring of
Commented [CN203R200]: Suppose to do on going
Commented [MN204]: @Bodanske, Rebekkah (DBH
Commented [RB205R204]: I would change the langua
Commented [BW206]: My previous comment seems to
Commented [NC207R206]: @Nusbaum, Meredith
Commented [NM208R206]: Moved to top.

flexibility to adopt two versions of Same Day Access, depending on the needs of their community and staffing.

a) 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 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 individual will receive an appointment for face-to-face or other direct services within 30 business days of the completed CNA.

b) SDA can also provide a mental health and substance use risk screening and triage to individuals at the time the individual first contacts the CSB/BHA for services. The screening and triage may be completed in person, by telephone, or via telehealth, and will include, at a minimum, the presenting need and a screening for risk of harm to self or others, and for risk of accidental overdose. Appointments are not necessary for this initial screening. Individuals determined to be at high risk will be seen for a full assessment within 24 hours; individuals in an active crisis situation will be routed to Emergency Services immediately. Individuals determined to be at low or moderate risk will be seen for assessment within 10 business days. Based on the results of the comprehensive assessment, if the individual is determined to need services offered by the CSB, the individual will receive an appointment for face-to-face or other direct services in the program offered by the CSB within 30 calendar days, sooner if indicated by clinical circumstances.

   The Comprehensive Needs Assessment must still contain all elements outlined in Policy 12VAC25-105-650 of the Virginia Administrative Code. The Comprehensive Needs Assessment must be completed by a LMHP or LMHP-E. The Comprehensive Needs Assessment should identify which CSB services will best meet the needs identified and should describe how the appropriate criteria are met for the receiving services. The first service or visit with the receiving program should take place within 30 calendar days of the initial date of contact.

c) 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.

Reporting Requirements

The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow for compliance and in accordance with Section 6 of this Exhibit.

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.

5. Service Members, Veterans, and Families (SMVF)

Commented [BW209]: My previous comment here has disappeared. Does the CSB choose to adopt one or the other? Is it a one time choice? Or could a CSB deploy both options?

Commented [CN210R209]: @Nusbaum, Meredith (DBHDS)

Commented [NM211R209]: Many boards are doing both based on demand, which meets expectations.

Commented [BW212]: My previous comment on this seems to have disappeared. This wording is redundant in already included in the code reference above. Recommend deleting.

Commented [CN213R212]: @Nusbaum, Meredith (DBHDS)

Commented [NM214R212]: Yes, however, these are the two options. We need people to understand in both circumstances, LMHP's are required for both.

Commented [BW215]: Suggest changing appointment or visit wording to the first "service". Same rational as above.

Commented [CN216R215]: @Nusbaum, Meredith (DBHDS)

Commented [NM217R215]: Done.

Commented [NM218]: @Neal-jones, Chaye (DBHDS) Please tell Brandie that I deleted her comment on accident but I removed the program admission statement as we (DBHDS) realize that this may defined differently board to board, and we can extract the first appointment post CNA for this data point.

Commented [BW219]: Should this say more generally that CSBs will report the data as specified in the HL7 and business rules documentation. (There is better wording that says same thing in one of the sections above which can be used here for consistency.

Commented [CN220R219]: No, it is fine.

AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT
Exhibit G: Community Services Boards Master Programs Services Requirements
Contract No. P1636.XXX.3

Scope of Services and Deliverables

As one of the nine required services for System Transformation Excellence and Performance (STEP-VA), the purpose of the Service Members Veterans and Families (SMVF) step is to ensure SMVF receive needed mental health, substance abuse, and supportive services in the most efficient and effective manner available. Services shall be high quality, evidence-based, trauma-informed, culturally-competent, and accessible. Per the Code of Virginia, CSB core services, as of July 1, 2021 shall include mental health services for members of the armed forces located 50 miles or more from a military treatment facility and veterans located 40 miles or more from a Veterans Health Administration medical facility.

A. CSB Responsibilities

1. All CSBs shall ensure they have clinician(s) who specialize in treatment for post-traumatic stress disorder and other forms of trauma including from military and/or combat service including military sexual trauma and substance use disorders.
2. CSBs shall ensure behavioral health services including but not limited to MH , SUD, Co-Occurring and Youth/Adolescents. Clinical services for this population shall align with federal clinical guidelines from Veterans Affairs and Department of Defense which can be found at https://www.healthquality.va.gov.
3. CSBs shall identify and refer SMVF seeking services to internal providers that have been trained in military cultural competency (MCC); provide resource information pertaining to Military Treatment Facilities (MTFs), Veterans Health Administration (VHA) facilities, and Virginia Department of Veterans Services (DVS); ;;offer coordination of services with agencies indicated above.

As it pertains to those CSB's who implement Regional STEP VA Services for Service Members, Veterans, and Families (SMVF) the CSB shall:

1. Ensure that the Program is implemented as a regional program and is not specific to the physical location of the program.
2. Ensure the participating CSBs in the region develop a Memorandum of Understanding (MOU) outlining the mission, vision, and goals of the regional partnerships to support the Program and provide this to the Department upon request.
3. Offer evidence based and best practices as part of their programming and implementation.
4. Support at least 1.0 FTE Regional Navigator SMVF position to provide dedicated capacity at the regional level to support regional and state level SMVF initiatives; support the connectedness of SMVF system needs across regional, state, and federal level; serve as a resource to CSBs in the region in meeting SMVF metrics; oversee regional training and capacity-building funds, liaise with relevant partners at the state and federal levels, and participate in regional and state SMVF initiatives focused on suicide prevention at the intersection of SMVF populations
5. Support a Regional Navigator to form and support cross referral and training partnerships with regional Department of Veterans Services, Military Treatment Facilities, and Veterans Health Administration facilities and serve on SMVF work groups to enhance regional services and partnerships (e.g. Governor's Challenge

Commented [BW221]: Just SMI or MH services? The wording here seems clunky

Commented [CN222R221]: @Wessells, Patrick (DBHDS)

Commented [NM223R221]: done

Commented [BW224]: Recommend the metric be in Exhibit B and more clearly defined. STEP-VA only guides MH/SUD services so at minimum the expectation should be limited to those services. Should specify at admission versus health records.oi

Commented [CN225R224]: @Wessells, Patrick (DBHDS)

Commented [NM226R224]: Moved.

Commented [EH227]: This reads like a Header not an action.

Commented [EH228R227]: This actually reads as if it belongs under the identified CSB operating the regional SMVF Program and not for each CSB individually. Maybe I'm just missing something though...

Commented [CN229R227]: @Wessells, Patrick (DBHDS) @Nusbaum, Meredith (DBHDS) any change needed here

Commented [NM230R227]: I commented on this last night and now I am not seeing my comment. I made this portion stand out as a "header" of sorts within SMVF, although the pionts below it are directed to the regional programs.

Commented [WP231R227]: @Neal-jones, Chaye (DBHDS) none on my end

teams, etc.) and support and grow best practices within the region and individual CSBs in their region

6. Support regional goals to implement, enhance, and promote the goals of Lock and Talk at the intersection of the SMVF population including but not limited to regional planning and capacity building, lethal means safety, social media campaigns, and other activities.
7. The CSB shall support regional training and capacity building in the region in service to SMVF, specifically:
   a. ensuring access to clinical training for CSB providers to increase the availability for citizens to evidence-based, trauma-focused therapy such as prolonged exposure, cognitive processing therapy, and eye movement desensitization and reprocessing (EMDR);
   b. Supporting workforce training (for CSB direct services staff) on military culture and resources available to Service Members and their Families (SMVF); and
   c. Providing educational materials and outreach activities to support clinical needs of SMVF, as needed.

B. The Department Responsibilities:

1. Conduct in-person or virtual visits/check-ins at least every two years with the designated CSB leadership to ensure compliance with the scope and requirements of services.
2. Determine the need for additional site visits (virtual or in-person) based on the monitoring of the four key SMVF metrics, for CSBs not reaching SMVF performance measurement goals.
3. Provide technical assistance to regional navigators and/or CSB leadership responsible for SMVF performance metrics to assist in reaching the desired outcomes.

C. Reporting Requirements:

1. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow for compliance and time to allow for compliance and in accordance with Section 6 of this Exhibit.
2. The CSB shall submit the required program and financial data reports in the format established by the Department.

Commented [BW232]: add " in accordance with Section 6 above"

Commented [BW233]: In accordance with Section 6

6. STEP-VA Ancillary (936) – Restricted (MH SGF BASELINE)

Background: The purpose of this funding is to support the CSB in its efforts to modernize information technology infrastructure regarding data, business analytics, and critical operating systems including financial management systems. These funds shall be used to invest in infrastructure resources that will enhance the CSB's ability to comply with ongoing and evolving data sharing, fiscal, and reporting requirements between DBHDS and the CSB.

A. The CSB Responsibilities

1. Investment in infrastructure that enhances the CSB's ability to collect, manage, and/or analyze data, to meet data sharing requirements with DBHDS.
2. Perform critical business functions such as financial management improvements.

3. Investment may be in human capital with IT/Data Management expertise or in technology that enhances data capture and management, financial management, or other critical management needs.

B. Intentionally Omitted

C. **Reporting Requirements**: The CSB shall account for these funds in compliance with reporting requirements of the most recent version of the community services performance contract.

12. Other Program Services

This section includes certain program services initiatives CSB may engage in with the Department such as, but not limited to regional programs, pilot and other projects,

12.1. Mental Health Crisis Response and Child Psychiatry Funding –Regional Program Services Children's Residential Crisis Stabilization Units (CRCSU)

Commented [BW234]: Is it odd that requirements for Child RCSUs are defined to this degree where adult RCSUs are not?
j

Scope of Services and Deliverables
Children's Residential Crisis Stabilization Units (CRCSU) are a crucial part of the community-based continuum of care in Virginia. The expectations outlined in this document support the strategic vision of DBHDS to provide access to quality, person-centered services and supports in the least restrictive setting, and that exemplify clinical and management best practices for CRCSUs. CRCSUs should demonstrate consistent utilization, evidence-based clinical programming, and efficient operations. CRCSUs provide treatment for individuals requiring less restrictive environments than inpatient care for managing their behavioral health crises.

1. Children's Residential Crisis Stabilization Unit

a. Staffing:

1. The CRCSU staffing plan will be reviewed by the CSB clinical director at least quarterly to determine staffing needs and to ensure that staffing patterns meet the needs of the individuals served.
2. Reviews are to ensure that staffing plans maximize the unit's ability to take admissions 24 hours a day seven (7) days a week. The CRCSU will follow the Service Description and Staffing as defined in Part Part VIII Crisis Services in Chapter 105 Rules and Regulations for Licensing Providers by The Department of Behavioral Health and Developmental Services.
3. The CRCSU will include family members, relatives and/or fictive kin in the therapeutic process and/or family support partners, unless it is not deemed clinically appropriate.
4. The CRCSU will have a well-defined written plan for psychiatric coverage. The plan must address contingency planning for vacations, illnesses, and other extended absences of the primary psychiatric providers. Plans will be reviewed and updated as needed. Plans will be consistent with licensing and DMAS regulations.
5. The CRCSU will have a well-defined written plan for nursing and/or clinical staff coverage. The plan must address contingency planning for vacations, vacancies, illnesses, and other extended staff absences. Plans will be reviewed and updated as needed. Plans will be consistent with licensing and DMAS regulations.

6. The CRCSU will have a well-defined written plan for staffing all provider coverage during weather related events and other natural and man-made disasters or public health emergencies. Plans will be reviewed and updated as needed.
7. CRCSU will have access to a Licensed Mental Health Professional (LMHP) or Licensed Mental Health Professional Eligible (LMHP-E) on-site during business hours and after hours, as needed, for 24/7 assessments.

b. Admission and Discharge Process:

1. Individuals considered for admission should not have reached their 18th birthday prior to admission.
2. The CRCSU shall review and streamline their current admission process to allow for admissions 24 hours a day seven (7) days a week. CSB admission process shall not require a physician's order or any signature during the referral/pre-admission process. Medical screenings shall not be required and shall be conducted at the nursing assessment at time of admission and ongoing as needed. The CRCSU shall develop well-defined written policies and procedures for reviewing requests for admission. The CRCSU will maintain written documentation of all requests and denials that include clinical information that could be used for inclusion or exclusion criteria. Admission denials must be reviewed by the LMHP or CSU Director within 72 hours of the denial decision.
3. The CSU shall agree to the following exclusionary criteria:
    i. The individual's psychiatric condition is of such severity that it can only be safely treated in an inpatient setting due to violent aggression or other anticipated need for physical restraint, seclusion or other involuntary control
        a. This may include: Individuals demonstrating evidence of active suicidal behavior. Individuals with current violent felony charges pending. Individuals demonstrating evidence of current assaultive or violent behavior that poses a risk to peers in the program or CRCSU staff. Individuals demonstrating sexually inappropriate behavior, such as sexually touching another child who is significantly older or younger that is not considered developmentally normal, within the last 12 months. Individuals with repetitive fire starter within the last 12 months.
    ii. The individual's medical condition is such that it can only be safely treated in a medical hospital as deemed by a physician which may include individuals deemed to have medical needs that exceed the capacity of the program.
    iii. The CSB shall limit medical denials to be consistent with the following resources: **Criteria for Medical Assessment Prior to Admission to a Psychiatric Hospital, Inpatient Psychiatric or Crisis Stabilization Unit** (EFFECTIVE NOVEMBER 5, 2018 (virginia.gov). The CSB shall follow the Exclusion Criteria listed on page 4 in this document. **DMAS Appendix G language**-The individual is not appropriate for this service if there is a presence of any condition of sufficient severity to require acute psychiatric inpatient, medical, or surgical care. The individual does not voluntarily consent to admission with the exception of temporary detention orders pursuant to §37.2-800 et. seq. and §16.1-335 et seq. of the Code of Virginia
        a. This may include individuals that are unable or unwilling to participate in the programmatic requirements to ensure safety of staff and residents of the program. Individuals unable or unwilling to participate with the goals set out in individualized service plan (ISP). Individuals who demonstrate or report

inability to function in a group setting without causing significant disruption to others and are not able to participate in alternative programming

iv. The individual can be safely maintained and effectively participate in a less intensive level of care
   a. This may include individuals whose needs can be better met through other services such as; individuals with a primary diagnosis of substance use disorder with current active use, individuals with ID/DD diagnosis better served by REACH programming.

v. The request for service authorization is being pursued to address a primary issue of housing need, including individuals who were in some form of housing placement prior to admission to the CRCSU and are not currently allowed to return and do not meet medical necessity criteria

vi. Admission does not meet medical necessity criteria and is being used solely as an alternative to incarceration.

5. Individuals admitted to the CRCSU should be at risk of serious emotional disturbance or seriously emotionally disturbed. The CRCSU shall accept and admit at least 60% of referrals made.
6. The CRCSU shall develop well-defined written policies and procedures for accepting step-downs from the Commonwealth Center for Children and Adolescents.
7. The CRCSU will follow discharge planning requirements as cited in the DBHDS licensing regulations 12VAC35-105-1880
8. CRCSUs will assess the integrated care needs of individuals upon admission and establish a plan for care coordination and discharge that addresses the individual's specialized care needs consistent with licensing and DMAS medical necessity
9. The CSB shall admit and continue to serve youth regardless of Medicaid status or Medicaid ability/willingness to pay if the admission and services provided are consistent with your program description.

c. Programming

1. The CRCSU will have a well-defined written schedule of clinical programming that covers at least eight (8) hours of services per day (exclusive of meals and breaks), seven (7) days a week. Programming will be trauma informed, appropriate for individuals receiving crisis services, and whenever possible will incorporate evidence-based and best practices.
2. Programming must be flexible in content and in mode of delivery in order to meet the needs of individuals in the unit at any point in time.
3. The CRCSU will maintain appropriate program coverage at all times. The unit will have a written transition staffing plan(s) for changes in capacity.
4. The CRCSU manager, director, or designee shall implement a review process to evaluate both current and closed records for completeness, accuracy, and timeliness of entries. (12VAC35-105- 920)
5. Programming will contain a mix of services to include but not limited to: clinical, psycho educational, psychosocial, relaxation, and physical health.
6. Alternate programming must be available for individuals unable to participate in the scheduled programming due to their emotional or behavioral dysregulation.
7. The CRCSU manager, director, or designee shall outline how each service offers a structured program of individualized interventions and care designed to meet the individuals' physical and emotional needs; provide protection, guidance and supervision; and meets the objectives of any required individualized services plan. The CRCSU will

Commented [BW235]: Should their be a caveat that the referrals meet program eligibility requirement?

provide scheduled recreational to include but not limited to: art, music, pet therapy, exercise, and yoga, acupuncture, etc.

d. Resources:

1. The CRCSU will develop a well-defined written process for building collaborative relationships with private and state facilities, emergency services staff, CSB clinical staff, schools, Family and Assessment Planning Teams (FAPT) and local emergency departments in their catchment area. Ideally, these collaborative relationships will facilitate the flow of referrals to the CRCSU for diversion and step down from a hospital setting and to transition an individual from a CRCSU to a higher level of care. This process will be documented in the CRCSUs policies and procedures.
2. The CRCSU will participate in meetings in collaboration with DBHDS and other CRCSUs at least quarterly

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. The CRCSU will comply with all DBHDS licensing requirements.
2. The CRCSU will provide data as per the provided DBHDS standardized spreadsheet for the CRCSU on a quarterly basis until such time this request is discontinued upon full operation of the retrieval of data from the Crisis Data Platform. Data request will be in accordance with Section 6 of this Exhibit.
3. The CRCSU will be responsible for the uploading of bed registry data metrics into the Crisis Data Platform as per the DBHDS Bed Registry Standards and in accordance with Section 6 of this Exhibit.
4. CRCSUs shall be considered regional programs and is not specific to the physical location of the program. The CSBs in the Region will revise the Memorandum of Understanding (MOU) governing the Regional CRCSU and provide this to the Department upon request.
5. The CRCSU will offer evidence based and best practices as part of their programming and have an implementation/ongoing quality improvement for these in the context of the applicable regulations. The CRCSU shall develop a written plan to maintain utilization at 75% averaged over a year and submit to DBHDS annually, Crisis Services Coordinator with ongoing revisions as needed.
6. The CRCSU will develop a written plan to ensure the CRCSUs remain open, accessible, and available at all times as an integral part of DBHDSs community-based crisis services.
7. The CRCSU will develop a written plan to accept individuals accepting step-downs from Commonwealth Center for Children and Adolescents.
8. The CSB shall meet the reporting requirements required in the Reporting Requirements and Data Quality of the most current version of the Community Services Performance Contract.

B. The Department Responsibilities: The Department agrees to comply with the following requirements.

1. The Department shall provide Technical Assistance (TA), to include but not limited to: networking meetings, training, and site visits to the CSB upon request or if the staff determines based on yearly monitoring visits that the project is not accomplishing its mission or meeting its goals as described above.
2. The Department will initiate Performance Improvement Plans (PIP) after Technical Assistance has been provided and a CRCSU continues to not meet established benchmarks and goals. The purpose of the PIP is to have a period of collaborative improvement.
3. The Department will initiate Corrective Action Plans (CAP) if benchmarks and goals continue to not be met after TA and PIPs. There may be times where an issue is so severe that a CAP

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would be necessary where there was not a PIP in place, but this would be under extenuating circumstances.

4. The Department shall conduct annual monitoring reviews on the procedures outlined above.
5. The Department shall determine need for site visits based on monitoring that the CRCSU is not accomplishing its mission or meeting its goals as described in this document. The CRCSU will construct a corrective action plan for units not meeting their goals and collaborate with the CRCSU to implement the plan.
6. The Department shall monitor data to ensure data submitted through reports meets the expectations as outlined in this document and in the CRCSU written plans.
7. The Department shall schedule quarterly meetings with the CRCSU points of contact.

C. Reporting Requirements for Children's Residential Crisis Stabilization Unit

1. Annually submit as part of the yearly programmatic monitoring a plan to DBHDS to streamline the admission process to allow for 24 hours a day, 7 day a week admissions.
2. The CSB shall submit the required program and financial data reports in the format established by the Department.
3. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow for compliance and in accordance with Section 6 of this Exhibit.
4. Quarterly CRCSU will provide additional data points (developed in accordance with Section 6 of this Exhibit) as requested to DBHDS Office of Crisis Services, no later than the 15th of the month following the reporting month.
5. Providing data, as per the provided DBHDS standardized spreadsheet, for the CRCSU on a quarterly basis until such time this request is discontinued upon full operation of the retrieval of data from the Crisis Data Platform;
6. When mandated by the Department, Crisis Stabilization Units (CSUs) will be required to input bed registry information into the Crisis Data Platform to maintain accurate, real-time tracking of bed availability and enhance crisis system coordination.as per the DBHDS Bed Registry Standards per Code of Virginia (Chapter 3, Article 1, 37.2-308.1)

2. Child Psychiatry and Children's Crisis Response- Regional Funding (CRCSU)

Scope of Services and Deliverables

The funds are provided to the CSB as the regional fiscal agent to fund other CSBs in the designated region, other regional programs, or private providers if necessary to provide Child Psychiatry and Children's Crisis Response services.

A. The CSB Responsibilities

1. **Child Psychiatry and Crisis Response** the regional fiscal agent shall require a Memorandum of Understanding (MOU), a Memorandum of Agreement (MOA), or a contract with all CSBs in their region if Child Psychiatry and Crisis Clinician Services are to be provided by individual boards. The MOU or MOA shall outline the roles, responsibilities of the regional fiscal agent and each board receiving funding, funding amounts, data and outcomes to be shared with the regional fiscal agent, and how children can access child psychiatry and crisis clinician services. The MOU, MOA, or contract shall be developed by the CSB providing the services, reviewed by the regional fiscal agent, and executed once agreed upon.
2. If the CSB fiscal agent is providing regional Child Psychiatry and Crisis Clinician Services, then the regional fiscal agent shall develop the MOU, MOA, or contract to be reviewed by each CSB in the region and executed once agreed upon. Each CSB shall have access to a

Commented [BW239]: add " in accordance with Section 6 above"

Commented [BW240]: developed consistent with Section 6 of this exhibit

Commented [BW241]: add " in accordance with Section 6 above"

Commented [BW242]: Duplicative; already mentioned in CSB responsibilities section above

Commented [CN243R242]: Leaving here

Commented [BW244]: This is duplicative; Already mentioned in the CSB responsibilities section above. However, I like this wording much better.

board-certified Child and Adolescent Psychiatrist who can provide assessment, diagnosis, treatment and dispensing and monitoring of medications to youth and adolescents involved with the community services board.

3. The CSB may hire a psychiatric nurse practitioner due to the workforce shortage of child and adolescent psychiatrists or contract within the region to have access.
4. The psychiatrist's role may also include consultation with other children's health care providers in the health planning region such as general practitioners, pediatricians, nurse practitioners, and community service boards' staff, to increase their expertise in the prevention, diagnosis, and treatment of children with mental health disorders.
5. CSBs must include, in the MOA/MOU, a description on how the CSB creates new or enhances existing community-based crisis response services in their health planning region, including, but not limited to mobile crisis response and community stabilization services, with the goal of diverting children from inpatient psychiatric hospitalization to less restrictive services in or near their communities.
6. Funds cannot be used to fund emergency services pre-screener positions if their role is to function as an emergency services clinician.

B. The CSB Responsibilities: In order to implement the CSB Fiscal Agent agrees to comply with the following requirements.

1. The Regional Fiscal Agent shall notify the department of any staffing issues for these services such as a reduction in staffing or an extended vacancy.
2. The Regional Fiscal Agent shall consult with the Office of Crisis Services about any changes to the services allocation.
3. The CSB may charge an administrative cost in accordance with the role the CSB is serving for the region. The amount of funding that may be retained by the Regional Fiscal Agent for Administrative Costs is as follows:

    a. If the Regional Fiscal Agent is only passing the funding through to another CSB or service entity and is not entering into a contract or managing the program for which the funds are intended, the Regional Fiscal Agent may retain up to 2.5% of the allocation amount for Administrative Costs.
    b. If the Regional Fiscal Agent is entering into a subcontract with another entity which will allow the third party to administer the service or program, the Regional Fiscal Agent may retain up to 5% of the allocation for Administrative Costs.
    c. If the Regional Fiscal Agent is directly administering the program or service for which the funds are intended, the Regional Fiscal Agent may retain up to 10% of the allocation for Administrative Costs.

4. The Regional Fiscal Agent shall receive monthly Child Psychiatry reports from each CSB which include: the hours of service provided by the child psychiatrist, the number of children served, and consultation hours with other health providers. This shall occur when the Regional Fiscal Agent is passing the funding to another CSB within the region to manage the responsibility of providing psychiatric services.
5. The Regional Fiscal Agent shall provide the executed MOU, MOA, or contract with each CSB to the Department's Office of Crisis Services for its review.

Commented [AD245]: Do these items need to be merged?

Commented [NjC(246R245]: @Dovel, April (DBHDS) done

C. The Department Responsibilities: The Department agrees to comply with the following requirements.

1. The Department shall distribute the funds in the regular semi-monthly electronic funds transfers, beginning with the July 1 payment of each state fiscal year.
2. The Department shall establish a mechanism for regular review of reporting Child Psychiatry Services through the Child Psychiatry and Children's Crisis Response Funding expenditures, data, and MOUs/MOAs to include a process by the Office of Services and will regularly share this data with the CSB's for proactive programming.
3. The Department will annually review Child Psychiatry and Children's crisis response spending.
4. The Department shall provide Technical Assistance (TA) as needed to the CSB's.

D. Reporting Requirements: **For Regional Fiscal Agent for Child Psychiatry and Crisis Response Responsibilities**.

1. The CSB shall account for and report the receipt and expenditure of these performance contract restricted funds separately.
2. The CSB shall provide a copy of a signed MOU/MOA to the Department.
3. The CSB should notify the department of staffing issues for these programs, such as a reduction in staffing or an extended vacancy.
4. The CSB may carry-forward a balance in the Child Psychiatry and Children's Crisis Response Fund during the biennium in which the funds were distributed. If the CSB has a balance of 10% or greater, of the current allocation, at the end of the biennium, the CSB shall work with the Crisis services to develop a plan to spend the end of the biennium balance.

12.2. 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.

Commented [BW247]: Can we have a document created and referenced here with a date that outlines the required curriculum? We have gotten dinged here because there is not a list and modules get added and not communicated as requirement, etc. Also would be helpful to specify that this expectation in the fir4st sentence applies to MH, SUD, and I/DD case managers and support coordinators.

Commented [CN248R247]: Will look at this for later in Fy26

12.3. 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.

12.4. 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 **.The CSB agrees to participate in any utilization review or management activities conducted by the Department involving services provided through a regional program.**

13. CSB CODE MANDATED SERVICES		
Services	**Mandated**	**Description**
Certification of Preadmission Screening Clinicians	VA Code Mandated	The CSB and Department prioritize having emergency custody order or preadmission screening evaluations performed pursuant to Article 16 of Chapter 11 of Title 16.1, Chapters 11 and 11.1 of Title 19.2, and Chapter 8 of Title 37.2 in the Code provided by the most qualified, knowledgeable, and experienced CSB staff.
Department of Justice Settlement Agreement (DOJ SA)	Compliance with DOJ SA	See Exhibit M of the performance contract.
Discharge Planning	VA Code Mandated	Section 37.2-500 of the Code of Virginia requires that CSB must provide emergency services.
Emergency Services Availability	VA Code Mandated	Section 32.2-500 of the code requires the CSB shall have at least one local telephone number, and where appropriate one toll-free number, for emergency services telephone calls that is available to the public 24 hours per day and seven days per week throughout its service area.
Preadmission Screening	VA Code Mandated	The CSB shall provide preadmission screening services pursuant to § 37.2-505 or § 37.2-606, § 37.2-805, § 37.2-809 through § 37.2-813, § 37.2-814, and § 16.1-335 et seq. of the Code and in accordance with the Continuity of Care Procedures in Appendix A of the CSB Administrative Requirements for any person who is located in the CSB's service area and may need admission for involuntary psychiatric treatment. The CSB shall ensure that persons it designates as preadmission screening clinicians meet the qualifications established by the Department per section 4.h and have received required training provided by the Department.
Preadmission Screening Evaluations	VA Code Mandated	1.) The purpose of preadmission screening evaluations is to determine whether the person meets the criteria for temporary detention pursuant to Article 16 of Chapter 11 of Title 16.1, Chapters 11 and 11.1 of Title 19.2, and Chapter 8 of Title 37.2 in the Code and to assess the need for hospitalization or treatment. Preadmission screening reports required by § 37.2-816 of the Code shall comply with requirements in that section.
STEP-VA	VA Code Mandated and Appropriations Act MM.1	Pursuant to 37.2-500 and 37.2-601 of the Code Same Day Mental Health Assessment Services (SDA or Same Day Access)

		Outpatient Primary Care Screening Services Outpatient Behavioral Health and Substance Use Disorder Services Peer Support and Family Support Services Mental Health Services for Military Service Members, Veterans, and Families (SMVF)
Virginia Psychiatric Bed Registry	VA Code Mandated	The CSB shall participate in and utilize the Virginia Psychiatric Bed Registry required by § 37.2-308.1 of the Code to access local or state hospital psychiatric beds or residential crisis stabilization beds whenever necessary to comply with requirements in § 37.2-809 of the Code that govern the temporary detention process.
Substance Exposed Infants (SEI)		The Code of Virginia §§ 32.1-127 B6 - Immediately upon identification, pursuant to § 54.1-2403.1, of any substance-abusing, postpartum woman, the hospital shall notify, subject to federal law restrictions, the community services board of the jurisdiction in which the woman resides to appoint a discharge plan manager. The community services board shall implement and manage the discharge plan; The Code of Virginia 63.2-1509 B - For purposes of subsection A, "reason to suspect that a child is abused or neglected" shall, due to the special medical needs of infants affected by substance exposure, include (i) a finding made by a health care provider within six weeks of the birth of a child that the child was born affected by substance abuse or experiencing withdrawal symptoms resulting from in utero drug exposure; (ii) a diagnosis made by a health care provider within four years following a child's birth that the child has an illness, disease, or condition that, to a reasonable degree of medical certainty, is attributable to maternal abuse of a controlled substance during pregnancy; or (iii) a diagnosis made by a health care provider within four years following a child's birth that the child has a fetal alcohol spectrum disorder attributable to in utero exposure to alcohol. When "reason to suspect" is based upon this subsection, such fact shall be included in the report along with the facts relied upon by the person making the report. Such reports shall not constitute a per se finding of child abuse or neglect. If a health care provider in a licensed hospital makes any finding or diagnosis set forth in clause (i), (ii), or (iii), the hospital shall require the development of a written discharge plan under protocols established by the hospital pursuant to subdivision B 6 of § 32.1-127.

AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT
Exhibit G: Community Services Boards Master Programs Services Requirements
Contract No. P1636.XXX.3

ATTACHMENT 1
Program Services - State General Funding Line Items

Background

This section provides funding details related to Community Mental Health Services, Substance Abuse Prevention and Treatment, and Developmental Disabilities 790 (grants to localities) and 720 (central office) state general funding allocations per the CSB's letter of notification (LON) of funding. The funds are to be utilized by Community Services Boards in Virginia to deliver services to vulnerable populations through programs as indicated in the tables below and within the guidelines associated with award documentation. CSB shall use this document to cross-reference various program service funding sources, appropriation language and any additional requirements that may be found in its LON, Exhibits D, Exhibit G or other Exhibits that are part of the most current version of the community services performance contract.

Fund Types: All fund types associated with CSB funding allocations are provided in DBHDS's grants management system (WebGrants).

General Funds (790 Grants to localities) – These are funds are appropriated from Virginia taxpayers provided by the General Assembly for state functions. These funds make up the majority of DBHDS budget and are disbursed through the DBDHS established warrant payment schedule. Majority of general funds are found in WebGrants as part of baseline funding see tables below for details.

Special/Non-General Funds (720 Central Office Funding) – These are funds that the agencies can raise through revenue collection and DBHDS has the authority to allocate funding as need for special projects and other initiatives. (Ex: 988 Fund, Hospital Insurance Revenue, and Problem Gambling Fund).

	Funding Line-Item	**Appropriation Act Use/Restrictions**	**Additional Funding Requirements Found In**	**State General Fund Award Name/Coding/ WebGrants Number**	**DBHDS Point of Contact**
	GENERAL FUNDS 790 – GRANTS TO LOCALITIES				
	COMMUNITY MENTAL HEALTH				
1	MH Permanent Supportive Housing	State Budget Bill HB6001, Item 297, Section Y1, 2, 3 (Ch. 2, 2024 Special Session I) - Funding shall be used for permanent	Exhibit G – Section 11 NOA3075	Community Mental Health Services Restricted Baseline Funding 0813 – 0000124083 2026.MH.CSBCode	Office of Community Housing Kristin Yavorsky kristin.yavorsky@dbhds.virginia.gov Monica Spradlin monica.spradlin@dbhds.virginia.gov

		supportive housing for individuals with serious mental illness.			
2	MH Permanent Supportive Housing - Regional	State Budget Bill HB6001, Item 297, Section Y1. (Ch. 2, 2024 Special Session I) - Funding shall be used for permanent supportive housing for individuals with serious mental illness.	Exhibit G – Section 11 NOA3075	Community Mental Health Services Restricted Baseline Funding 0813 – 0000116676 2026.MH.CSBCode	Office of Community Housing Kristin Yavorsky kristin.yavorsky@dbhds.virginia.gov Monica Spradlin monica.spradlin@dbhds.virginia.gov
3	MH Expand Telepsychiatry Capacity	State Budget Bill HB6001, Item 297, Section Z. GG. (Ch. 2, 2024 Special Session I) - Funding shall be used for telepsychiatry and telemedicine services.	Exhibit D D3087	Community Mental Health Services Restricted Baseline Funding 0817 – 0000124082 Restricted Baseline Funding 2026.MH.CSBCode	Office of Community Behavioral Health Meredith Nusbaum Meredith.nusbaum@dbhds.virginia.gov
4	MH State Funds	State Budget Bill HB6001, Item 297, Section RR (Ch.2, 2024 Special Session I) – Funding is for general Mental Health purposes. Additionally, a portion of the funding is provided for the costs of compensation increases given	NOA2025 D3076	Community Mental Health Services Restricted Baseline Funding 0824 – 0000124083 Unrestricted Baseline 2026.MH.CSBCode	Office of Community Behavioral Health Meredith Nusbaum Meredith.nusbaum@dbhds.virginia.gov

		to Community Services Boards or a Behavioral Health Authority staff as of January 1, 2024.			
5	MH State Regional Deaf Services	Regional Deaf Services Program works in cooperation with local Community Service Boards to provide language accessible and culturally sensitive services to persons with a hearing loss. The funding goes back to at least FY2005 and is paid out via the warrants. To the extent that funding is not needed for these purposes, or the CSB determines that funds are not needed elsewhere for the effective administration of services, CSB's may utilize these funds for any other mental health purpose.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0831 – 0000116676 Unrestricted 2026.MH.CSBCode	Office of Community Behavioral Health Meredith Nusbaum Meredith.nusbaum@dbhds.virginia.gov
6	MH State Children's Services (MHI)	As of 2014, funding is provided for children's	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds	Office of Child & Family Services Katherine Hunter

		mental health services, including child psychiatry, crisis response, and screening. To the extent that funding is not needed for these purposes, or the CSB determines that funds are not needed elsewhere for the effective administration of services, CSB's may utilize these funds for any other purpose.		0837 – 0000124083 2026.MH.CSBCode	Katherine.hunter@dbhds.virginia.gov Kari Savage kari.savage@dbhds.virginia.gov
7	MH Regional DAP	State Budget Bill HB6001, Item 297, Section W and FF (Ch. 2, 2024 Special Session I) - Funding shall be used to provide community-based services or acute inpatient services in a private facility to individuals residing in state hospitals who have been determined clinically ready for discharge, and for continued services for those individuals	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0841 – 0000116676 2026.MH.CSBCode	Office of Patient Clinical Services Heather Rupe Heather.rupe@dbhds.virginia.gov

		currently being served under a discharge assistance plan.			
8	MH PACT	State Budget Bill HB6001, Item 297, Section JJ. (Ch. 2, 2024 Special Session I) - Funds shall be used to support ACT program start-up and cover costs of individuals not eligible for Medicaid.	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0848 - 0000124083 2026.MH.CSBCode	Office of Community Behavioral Health Jeff VanArnam Jeff.vanarnam@dbhds.virginia.gov Meredith Nusbaum Meredith.Nusbaum@dbhds.virginia.gov
9	MH PACT Forensic Enhancement	State Budget Bill HB6001, Item 297, Section JJ. (Ch. 2, 2024 Special Session I) – Funds shall be used to add additional staff with forensic expertise and increase the number of NGRI or other justice involved individuals to existing ACT programs.	Exhibit D D3158 D3183	Community Mental Health Services Restricted Baseline Funding Funds 0848 – 0000108563 2026.MH.CSBCode	Office of Community Behavioral Health Jeff VanArnam Jeff.vanarnam@dbhds.virginia.gov Meredith Nusbaum Meredith.Nusbaum@dbhds.virginia.gov
10	MH Law Reform	State Budget Bill HB6001, Item 297, Section P. (Ch. 2, 2024 Special Session I) – Funding will support emergency services, crisis stabilization, case	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0831 – 0000116676 Unrestricted 2026.MH.CSBCode	Office of Community Behavioral Health Nicole Gore Nicole.gore@dbhds.virginia.gov Meredith Nusbaum Meredith.Nusbaum@dbhds.virginia.gov

		management, and inpatient and outpatient mental health treatment for individuals in need of urgent care or meeting treatment criteria.			
11	MH Children's Outpatient Services	State Budget Bill HB6001, Item 297, Section K. (Ch. 2, 2024 Special Session I) - Funds shall be used to provide outpatient clinician services to children with mental health needs.	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0851 – 0000124083 2026.MH.CSBCode	Office of Child & Family Services Katherine Hunter Katherine.hunter@dbhds.virginia.gov
12	MH Child & Adolescent Services Initiative	State Budget Bill HB6001, Item 297, Section I. (Ch. 2, 2024 Special Session I) - Funds provided for mental health services for children and adolescents with serious emotional disturbances, at risk for serious emotional disturbance, and/or with co-occurring disorders with priority placed on those children who,	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding 0854-01000-0000124083 2026.MH.CSBCode	Office of Child & Family Services Katharine Hunter katharine.hunter@dbhds.virginia.gov Kari Savage kari.savage@dbhds.virginia.gov

		absent services, are at risk for removal from the home due to placement by a local department of social services, admission to a congregate care facility or acute care psychiatric hospital or crisis stabilization facility, commitment to the Department of Juvenile Justice, or parental custody relinquishment. These funds shall be used exclusively for children and adolescents, not mandated for services under the Children's Services Act.			
13	Mental Health Juvenile Detention	State funding that supports children's behavioral health services in each of the 23 juvenile detention centers (23 CSBs).	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0984-01000-0000124083 2026.MH.CSBCode	Office of Child & Family Services Katharine Hunter katharine.hunter@dbhds.virginia.gov
14	MH Expanded Community Capacity - Regional	State Budget Bill HB6001, Item 297, Section R. (Ch. 2, 2024 Special Session I) - Funding shall be used for	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0861 – 0000116676 2026.MH.CSBCode	Office of Patient Clinical Services Heather Rupe heather.rupe@dbhds.virginia.gov

		community-based services in Health Planning Region V. These funds shall be used for services intended to delay or deter placement or provide discharge assistance for patients in a state mental health facility.			
15	MH Young Adult SMI	State Budget Bill HB6001, Item 297, Section M. (Ch. 2, 2024 Special Session I) - Funds shall be used for community-based mental health outpatient services for youth and young adults.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0871 – 0000124083 2026.MH.CSBCode	Office of Community Behavioral Health Jeff VanArnam jeffrey.vanarnam@dbhds.virginia.gov Meredith Nusbaum meredith.nusbaum@dbhds.virginia.gov
16	MH Adult Outpatient Competency Restoration Services	DBHDS will pay the CSB only if the CSB is directly ordered by the Court to provide services to restore an adult's competency to stand trial pursuant to §19.2-169.2 for restoration assessment, restoration services, and	Exhibit G – Section 11 Currently paid based on invoicing from CSB	Community Mental Health Services Restricted Baseline Funding Funds 0874 – 0000124083 2026.MH.CSBCode	Office of Forensic Services Sarah Davis Sarah.davis@dbhds.virginia.gov Jessica Morriss Jessica.morriss@dbhds.virginia.gov

		restoration case management.			
17	720 Adult Restoration SSA Funds	Funds are used to supplement payments for restoration services after MH Adult Outpatient Competency Restoration Services are exhausted.	Exhibit D D3158	Community Mental Health Services Restricted Baseline Funding Funds 72000-09180-XXX-02003-0000108461-499033	Office of Forensic Services Sarah Davis Sarah.davis@dbhds.virginia.gov
18	MH Crisis Response & Child Psychiatry - Regional	State Budget Bill HB6001, Item 297, Section J. (Ch. 2, 2024 Special Session I) - Funds shall be used to provide child psychiatry and children's crisis services for children with behavioral health needs. Funds may also be used to create new or enhance existing community-based crisis services in a health planning region.	Exhibit G – Section 12	Community Mental Health Services Restricted Baseline Funding Funds 0877 – 0000116676 2026.MH.CSBCode	Crisis Support and Services Bill Howard william.howard@dbhds.virginia.gov Curt Gleeson curt.gleeson@dbhds.virginia.gov
19	MH CIT Assessment Sites	State Budget Bill HB6001, Item 297, Section T.1, T.2., T.3, QQ.1, QQ.2, QQ.3 (Ch. 2, 2024 Special Session I) - Funding is provided for Crisis Intervention	Exhibit D D3119	Community Mental Health Services Restricted Baseline Funding Funds 0878 – 0000124083 2026.MH.CSBCode	Crisis Support and Services Bill Howard Bill.howard@dbhds.virginia.gov Stephen Craver Stephen.craver@dbhds.virginia.gov

		Assessment Centers in six unserved rural communities.			
20	MH CIT Assessment Sites - Regional	State Budget Bill HB6001, Item 297, Section T.1, T.2, T.3, QQ.1, QQ.2, QQ.3 (Ch. 2, 2024 Special Session I) - Funding is provided to support CIT initiatives, including basic and advanced CIT training and law enforcement diversion, through one-time awards for advanced concepts in CIT Assessment Site program.	Exhibit D D3062	Community Mental Health Services Restricted Baseline Funding Funds 0878 – 0000116676 2026.MH.CSBCode	Crisis Support and Services Bill Howard Bill.howard@dbhds.virginia.gov Stephen Craver Stephen.craver@dbhds.virginia.gov
21	MH Gero-Psychiatric Services	State Budget Bill HB6001, Item 297, Section EE. (Ch. 2, 2024 Special Session I) - Funding is provided for one regional, multi-disciplinary team for older adults. This team shall provide clinical, medical, nursing, and behavioral expertise and psychiatric services to nursing facilities	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0897 – 0000124083 2026.MH.CSBCode	Office of Patient Clinical Services Heather Rupe Heather.rupe@dbhds.virginia.gov

		and assisted living facilities.			
22	MH Geriatrics Services	State Budget Bill HB6001, Item 297, Section N. (Ch. 2, 2024 Special Session I) - Funding is provided for two specialized geriatric mental health services programs.	Exhibit D D3180 D3132	Community Mental Health Services Unrestricted Baseline Funding Funds 0911 – 0000124083 2026.MH.CSB Code	Office of Community Behavioral Health Meredith Nusbaum Meredith.nusbaum @dbhds.virginia.gov
23	MH Tele-mental Health	State Budget Bill HB6001, Item 297, Section HH. (Ch. 2, 2024 Special Session I) - Funding is provided to establish the Appalachian Tele-mental Health Initiative, a tele-mental health pilot program.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0913 – 0000124083 2026.MH.CSBCode	Office of Community Behavioral Health Rebekah Cimino rebekah.cimino@dbhds.virginia.gov Meredith Nusbaum Meredith.nusbaum @dbhds.virginia.gov
24	MH Peer Services	State Budget Bill HB6001, Item 297, Section SS. (Ch. 2, 2024 Special Session I) - Funding is provided for peer wellness stay programs.	Exhibit D D3079	Community Mental Health Services Restricted Baseline Funding Funds 0915 – 0000124083 2026.MH.CSBCode	Office of Recovery Services Alethea Lambert Alethea.lambert@dbhds.virginia.gov
25	MH STEP-VA Same Day Access	State Budget Bill HB6001, Item 297, Section KK.2 (Ch. 2, 2024 Special Session I) - Funding is provided for	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000116671 2026.MH.CSBCode	Office of Community Behavioral Health Katie Powers Katie.powers@dbhds.virginia.gov

		same day access to mental health screening services.			
26	MH STEP-VA Primary Care Screening	State Budget Bill HB6001, Item 297, Section KK.3 (Ch. 2, 2024 Special Session I) - Funding is provided for primary care outpatient screening services.	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000116672 2026.MH.CSBCode	Office of Community Behavioral Health Katie Powers Katie.powers@dbhds.virginia.gov
27	MH STEP-VA Outpatient	State Budget Bill HB6001, Item 297, Section KK.4 (Ch. 2, 2024 Special Session I) - Funding is provided for outpatient mental health and substance use services.	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000116673 2026.MH.CSBCode	Office of Community Behavioral Health Katie Powers Katie.powers@dbhds.virginia.gov
28	MH STEP-VA Crisis	State Budget Bill HB6001, Item 297, Section KK.6 (Ch. 2, 2024 Special Session I) - Funding is provided for crisis services for individuals with mental health or substance use disorders.	Exhibit D D2308 D1958 D1336 D1047 D3103	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000116674 2026.MH.CSBCode	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov April Dovel april.dovel@dbhds.virginia.gov
29	MH STEP-VA Marcus Alert	State Budget Bill HB6001, Item 297, Section LL. (Ch. 2, 2024 Special	Exhibit D D2308	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000125101	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov

		Session I) - Funding shall be provided to establish mental health awareness response and community understanding services alert system programs and community care teams pursuant to legislation adopted in the 2020 Special Session I of the General Assembly.		2026.MH.CSBCode	April Dovel april.dovel@dbhds.virginia.gov
30	MH STEP-VA Outpatient - Regional	State Budget Bill HB6001, Item 297, Section KK.4 (Ch. 2, 2024 Special Session I) - Funding is provided for outpatient mental health and substance use services.	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000116675 2026.MH.CSBCode	Office of Community Behavioral Health Katie Powers larissa.carpenter@dbhds.virginia.gov
31	MH STEP-VA Veteran's Services	State Budget Bill HB6001, Item 297, Section KK.7 (Ch. 2, 2024 Special Session I) - Funding is provided for military and veterans services.	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000117236 2026.MH.CSBCode	Office of Community Behavioral Health Patrick Wessels Patrick.wessels@dbhds.virginia.gov
32	MH STEP-VA Peer Support	State Budget Bill HB6001, Item 297, Section KK.8 (Ch. 2, 2024	Exhibit D - pending	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000117237	Office of Recovery Services Alethea Lambert Alethea.lambert@dbhds.virginia.gov

		Special Session I) - Funding is provided for peer support and family services.		2026.MH.CSBCode	Sherea Ryan Sherea.ryan@dbhds.virginia.gov
33	MH STEP-VA Ancillary Services	State Budget Bill HB6001, Item 297, Section KK.9 (Ch. 2, 2024 Special Session I) - Funding is provided for the ancillary costs of expanding services at Community Services Boards and Behavioral Health Authorities.	NOA3106	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000117238 2026.MH.CSBCode	Office of Community Behavioral Health Meredith Nusbaum Meredith.nusbaum@dbhds.virginia.gov
34	MH STEP-VA Clinician's Crisis Dispatch	State Budget Bill HB6001, Item 297, Section KK.10 (Ch. 2, 2024 Special Session I) - Crisis Call Center Fund is provided for crisis call center dispatch staff.	Exhibit D D3103	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000117239 Restricted	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov April Dovel april.dovel@dbhds.virginia.gov
35	MH STEP-VA Clinician's Crisis Dispatch – Crisis Call Center Fund	State Budget Bill HB6001, Item 297, Section KK.10 (Ch. 2, 2024 Special Session I) - Crisis Call Center Fund is provided for crisis call center dispatch staff.	Exhibit D D3103	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000122027 Restricted	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov April Dovel april.dovel@dbhds.virginia.gov
36	MH STEP-VA Veteran's	State Budget Bill HB6001, Item 297, Section KK.7	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds	Office of Community Behavioral Health Patrick Wessels

	Services – Regional	(Ch. 2, 2024 Special Session I) - Funding is provided for military and veterans services.		0936 – 0000117240 Restricted Baseline Funding 2026.MH.CSBCode	Patrick.wessels@dbhds.virginia.gov
37	MH STEP-VA Peer Support – Regional	State Budget Bill HB6001, Item 297, Section KK.8 (Ch. 2, 2024 Special Session I) - Funding is provided for peer support and family services.	Exhibit D D3185	Community Mental Health Services Restricted Baseline Funding Funds 0936 –0000118862 Restricted Baseline Funding 2026.MH.CSBCode	Office of Recovery Services Alethea Lambert Alethea.lambert@dbhds.virginia.gov
38	MH STEP-VA Psychiatric Rehabilitation Services	State Budget Bill HB6001, Item 297, Section KK.11 (Ch. 2, 2024 Special Session I) - Funding is provided for psychiatric rehabilitation services.	Exhibit D D3087	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000121695 Restricted	Office of Community Behavioral Health Jeff VanArnam Jeff.vanarnam@dbhds.virginia.gov
39	MH STEP-VA Care Coordination Services	State Budget Bill HB6001, Item 297, Section KK.12 (Ch. 2, 2024 Special Session I) - Funding is provided for care coordination services.	Exhibit D D3087	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000121696 Restricted	Office of Community Behavioral Health Meredith Nusbaum Meredith.nusbaum@dbhds.virginia.gov
40	MH STEP-VA Case Management Services	State Budget Bill HB6001, Item 297, Section KK.13 (Ch. 2, 2024 Special Session I) - Funding is provided for	Exhibit G – Section 12	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000121697	Office of Community Behavioral Health Meredith Nusbaum Meredith.nusbaum@dbhds.virginia.gov

		STEP-VA-specific case management services.		Restricted Baseline Funding 2026.MH.CSBCode	
41	MH STEP-VA Data Systems & Clinical Processes	State Budget Bill HB6001, Item 297, Section KK.15 (Ch. 2, 2024 Special Session I) - Funding is provided for grants to Community Services Boards for the cost of transitioning data systems and clinical processes.	Exhibit D D3182	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000121692 Restricted Baseline Funding 2026.MH.CSBCode	Strategic Planning & Execution Craig Camidge craig.camidge@dbhds.virginia.gov
42	MH STEP-VA Regional Management	State Budget Bill HB6001, Item 297, Section KK.14 (Ch. 2, 2024 Special Session I) - Funding is provided for regional management of STEP-VA services.	Exhibit D D1047	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000121693 Restricted	Office of Community Behavioral Health Meredith Nusbaum Meredith.nusbaum@dbhds.virginia.gov
43	MH Crisis Stabilization	State Budget Bill HB6001, Item 297, Section P, PP, TT (Ch. 2, 2024 Special Session I) - Funding shall be used for crisis stabilization and related services statewide intended to delay or deter placement in a	Exhibit D D3103	Community Mental Health Services Restricted Baseline Funding Funds 0962 – 0000124083 Restricted	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov

		state mental health facility.			
44	MH Crisis Stabilization – Regional	State Budget Bill HB6001, Item 297, Section P, PP, TT (Ch. 2, 2024 Special Session I) - Funding shall be used for crisis stabilization and related services statewide intended to delay or deter placement in a state mental health facility.	Exhibit D D3103	Community Mental Health Services Restricted Baseline Funding Funds 0962 – 0000116676 Restricted	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov
45	MH Demo Project System of Care (Child)	Funding for five community mini grants for "Bringing Systems of Care to Scale in Virginia." The mini-grant projects are part of a larger state System of Care Expansion Implementation Grant awarded by the Substance Abuse and Mental Health Services.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0969 – 0000124083 Unrestricted	Office of Child & Family Services Katherine Hunter Katherine.hunter@dbhds.virginia.gov
46	MH Recovery	State Budget Bill HB6001, Item 297, Section O. (Ch. 2, 2024 Special Session I) - Funds shall be used for consumer-directed programs	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0985 – 0000116676 Unrestricted	Office of Recovery Services Alethea Lambert Alethea.lambert@dbhds.virginia.gov

		offering specialized mental health services that promote wellness, recovery and improved self-management.			
47	MH Recovery – Regional	State Budget Bill HB6001, Item 297, Section O. (Ch. 2, 2024 Special Session I) - Funds shall be used for consumer-directed programs offering specialized mental health services that promote wellness, recovery and improved self-management.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0985 – 0000116676 Unrestricted	Office of Recovery Services Alethea Lambert Alethea.lambert@dbhds.virginia.gov Sherea Ryan Sherea.ryan@dbhds.virginia.gov
48	MH Pharmacy	Supports medication and pharmacy services to uninsured CSB consumers (formerly provided by DBHDS Aftercare Pharmacy)	Funding is provided for pharmaceutical supplies that treat MH issues General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0988 – 0000124083 Unrestricted	Office of Management Services Chaye Neal-Jones Chaye.neal-jones@dbhds.virginia.gov
49	MH Jail Diversion Services	State Budget Bill HB6001, Item 297, Section S. (Ch. 2, 2024 Special	Exhibit D D3071	Community Mental Health Services Restricted Baseline Funding Funds	Office of Forensic Services Sarah Davis sarah.davis@dbhds.virginia.gov

		Session I) - Funds shall be used for jail diversion and reentry services.		0989 – 0000124083 Restricted	Ashley Anderson ashley.anderson@dbhds.virginia.gov
50	MH Rural Jail Diversion	State Budget Bill HB6001, Item 297, Section V. (Ch. 2, 2024 Special Session I) - Funding is provided to establish an Intercept 2 diversion program in up to three rural communities. The funding shall be used for staffing and to provide access to treatment services.	Exhibit D D3071	Community Mental Health Services Restricted Baseline Funding Funds 0989 – 0000110287 Restricted 2026.MH.CSBcode	Office of Forensic Services Sarah Davis sarah.davis@dbhds.virginia.gov Ashley Anderson ashley.anderson@dbhds.virginia.gov
51	MH Forensic Discharge Planning – Regional	State Budget Bill HB6001, Item 297, Section U. (Ch. 2, 2024 Special Session I) - Funding is provided for CSB staff positions to provide discharge planning in jails for individuals with serious mental illness.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding 0989 – 0000114581 Restricted 2026.MH.CSBcode	Office of Forensic Services Sarah Davis sarah.davis@dbhds.virginia.gov Ashley Anderson ashley.anderson@dbhds.virginia.gov
52	MH Docket Pilot JMHCP Match	State Budget Bill HB6001, Item 297, Section NN. (Ch. 2, 2024 Special Session I) -	Exhibit D D3162	Community Mental Health Services Restricted Baseline Funding 0989 – 0000110287 Restricted 2026.MH.CSBcode	Office of Forensic Services Sarah Davis sarah.davis@dbhds.virginia.gov

		Funding shall be used to expand and provide additional support to existing mental health dockets.			Jessica Peay j.peay@dbhds.virginia.gov
53	MH Forensic Discharge Planning	State Budget Bill HB6001, Item 297, Section U. (Ch. 2, 2024 Special Session I) - Funding is provided for CSB staff positions to provide discharge planning in jails for individuals with serious mental illness.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding 0989 – 0000118011 Restricted 2026.MH.CSBcode	Office of Forensic Services Sarah Davis sarah.davis@dbhds.virginia.gov Ashley Anderson ashley.anderson@dbhds.virginia.gov
	SUBSTANCE ABUSE PREVENTION AND TREATMENT				
54	SUD State Funds	State funds shall be used as determined by DBHDS.	General terms and conditions of the Performance Contract-P1636 Flexible funding. See DBHDS point of Contact for allowables	Substance Abuse Prevention and Treatment (SUD SGF) 0815-0000124083 Unrestricted Baseline Funding 2026.SUD.CSBCode	Office of Substance Use Services Candace Roney Candace.roney@dbhds.virginia.gov
55	SUD Permanent Supportive Housing Women	State Budget Bill HB6001, Item 297, Section Z-AA. (Ch. 2, 2024 Special Session I) - Funding shall be used to provide permanent supportive	Exhibit G-Section 11 NOA3105	Substance Abuse Prevention and Treatment (SUD SGF) 0821 – 0000124083 Restricted 2026.SUD.CSBCode	Office of Community Housing Kristin Yavorsky Kristin.yavorsky@dbhds.virginia.gov Monica Spradlin Monica.spradlin@dbhds.virginia.gov

		housing to pregnant or parenting women with substance use disorders.			
56	SUD Women (Includes LINK at 4 CSBs)	Funds are now being allocated out of federal funds. Includes A) an allocation to each CSBs to offset outreach case management services provided to hospital referred postpartum substance using women per Code of Virginia §32.1-127. and B) funding to 3 CSBs for the implementation of Project LINK services across a collaboration of multiple CSBs. Project LINK provides intensive case management and home visiting services to substance using pregnant, parenting and "at risk" women and their families	Exhibit G – Section 10	Substance Abuse Prevention and Treatment (SUD SGF) 0826 – 0000124083 Restricted Baseline Funding 2026.SUD.CSBCode	Office of Substance Use Services Candace Roney Candace.roney@dbhds.virginia.gov Glenda Knight Glenda.knight@dbhds.virginia.gov
57	SUD Residential Region V CSBs only	Each of the CSBs in Region V receive an allocation to provide community or	General terms and conditions of the Performance Contract-P1636	Substance Abuse Prevention and Treatment (SUD SGF) 0864 – 0000124083 Unrestricted 2026.SUD.CSBCode	Office of Substance Use Services Candace Roney Candace.roney@dbhds.virginia.gov

		residential services. This funding was allocated when Serenity House funding was terminated, and Green Street closed.	Flexible funding See DBHDS point of Contact for allowables		
58	SARPOS	State Budget Bill HB6001, Item 297, Section DD. (Ch. 2, 2024 Special Session I) - Funding shall be used for treatment and support services for substance use disorders, including individuals with acquired brain injury and co-occurring substance use disorders. Funded services shall focus on recovery models and the use of best practices.	Exhibit G – Section 11	Substance Abuse Prevention and Treatment (SUD SGF) 0816 Restricted 2026.SUD.CSBCode	Office of Substance Use Services Candace Roney Candace.roney@dbhds.virginia.gov
59	SUD DD Training/SUD Youth Services/COVID	State Budget Bill HB6001, Item 297, Section OO. (Ch. 2, 2024 Special Session I) - Funding is provided for substance use disorder-specific training of the intellectual disability and developmental disability	Exhibit D D3098	Substance Abuse Prevention and Treatment (SUD SGF) 0869 – 0000123914 Restricted baseline funding 2026.SUD.CSBCode	Office of Substance Use Services Candace Roney Candace.roney@dbhds.virginia.gov Office of Child & Family Services Katherine Hunter katharine.hunter@dbhds.virginia.gov

		provider workforce, the development and implementation of substance use disorder treatment services specific to transition age youth up the age of 25, and additional critical substance use disorder services related to the COVID19 pandemic.			
60	SUD STEP-VA -Regional	State Budget Bill HB6001, Item 297, KK.5. (Ch. 2, 2024 Special Session I) - Funding is provided for crisis detoxification services.	General terms and conditions of the Performance Contract-P1636 Funding use See DBHDS point of Contact for allowables	Substance Abuse Prevention and Treatment (SUD SGF) 0870 – 0000116676 Restricted 2026.SUD.CSBCode	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov
61	SUD Jail Services/Juvenile Detention	Funding is used for Jail and Court Based Services and are provided for youth and adults who have problems related to substance use and/or co-occurring disorder that are criminal justice involved. Services can be provided within the jail, if within	General terms and conditions of the Performance Contract-P1636 Flexible funding See DBHDS point of Contact for allowables	Substance Abuse Prevention and Treatment (SUD SGF) 0872 – 0000124083 Unrestricted 2026.SUD.CSBCode	Office of Substance Use Services Candace Roney Candace.roney@dbhds.virginia.gov

		the community to individuals recently released from incarceration less than 6 days), and to drug court individuals.			
62	SUD Community Detoxification	State Budget Bill HB6001, Item 297, Section CC. (Ch. 2, 2024 Special Session I) - Funding is provided for community detoxification and sobriety services for individuals in crisis.	General terms and conditions of the Performance Contract-P1636	Substance Abuse Prevention and Treatment (SUD SGF) 0894 – 0000124083 Restricted Baseline 2026.SUD.CSBCode	Office of Patient Clinical Services Heather Rupe Heather.rupe@dbhds.virginia.gov
63	SUD Community Detoxification - Regional	State Budget Bill HB6001, Item 297, Section CC. (Ch. 2, 2024 Special Session I) - Funding is provided for community detoxification and sobriety services for individuals in crisis.	General terms and conditions of the Performance Contract-P1636	Substance Abuse Prevention and Treatment (SUD SGF) 0894 – 0000116676 Restricted Baseline funding 2026.SUD.CSBCode	Office of Patient Clinical Services Heather Rupe Heather.rupe@dbhds.virginia.gov
64	SUD Facility Reinvestment - Regional	Block of money given to enhance SU services. These funds were originally state hospital funds that were taken from the hospital (Western State Hospital	Exhibit D D3134	Substance Abuse Prevention and Treatment (SUD SGF) 0903 – 0000116676 Restricted Baseline funding 2026.SUD.CSBCode	Office of Substance Use Services Candace Roney Candace.roney@dbhds.virginia.gov

		DeJarnette Center) and taken into the Central Office and disbursed to the CSBs. Funds used for community-based substance use disorder residential treatment. Focused on short-term, medically managed detox.			
65	SUD HIV/AIDS	Funds are used for HIV and/or Harm Reduction prevention and treatment services. Such services include, but are not limited to: Staff HIV and Communicable Disease Testing Referrals Linkage and Coordination to Care Outreach Services PrEP Condom Distribution Fentanyl Test Strips	Exhibit G-Section 11	Substance Abuse Prevention and Treatment (SUD SGF) 0938 – 0000124083 Unrestricted Baseline funding 2026.SUD.CSBCode	Office of Substance Use Services Candace Roney Candace.roney@dbhds.virginia.gov
66	SUD MAT	State Budget Bill HB6001, Item 297, Section BB. (Ch. 2, 2024 Special Session I) - Funding is provided to	NOA3147R NOA3146T Exhibit G - 11	Substance Abuse Prevention and Treatment (SUD SGF) 0986 – 0000124083 Restricted Baseline funding 2026.SUD.CSBCODE 2026.SUD.CSBCode	Office of Substance Use Services Candace Roney Candace.roney@dbhds.virginia.gov

		increase access to medication assisted treatment for individuals with substance use disorders.			
67	SUD Recovery	State Budget Bill HB6001, Item 297, Section DD. (Ch. 2, 2024 Special Session I) - Funding shall be used for treatment and support services for substance use disorders, including individuals with acquired brain injury and co-occurring substance use disorders. Funded services shall focus on recovery model and the use of best practices.	NOA3147R	Substance Abuse Prevention and Treatment (SUD SGF) 0990 – 0000124083 Restricted funding 2026.SUD.CSBCode	Office of Recovery Services Alethea Lambert Alethea.lambert@dbhds.virginia.gov Sherea Ryan Sherea.ryan@dbhds.virginia.gov
	DEVELOPMENTAL SERVICES				
68	DD State Funds	Developmental disabilities appropriations fund programs that support people with developmental disabilities and their families.	General terms and conditions of the Performance Contract-P1636 See	Developmental Services (DD SGF) 0830 – 0000124083 Restricted baseline funding 2026.DD.CSBCode	Community Services Heather Norton Heather.norton@dbhds.virginia.gov
69	DD OBRA Funds	OBRA FUNDS are intended for ID/RC	General terms and conditions of the	Developmental Services (DD SGF) 0855 – 0000124083	Division of Developmental Services

		(DD)individuals residing in a nursing facility to better integrate them into the community through covering the costs of equipment purchases or program participation that is not covered by Medicaid OBRA funds are reserved for ID/RC (DD) individuals that have participated in a Preadmission/ Resident Review (PASRR) screening and that have had specialized services recommended.	Performance Contract-P1636	Unrestricted baseline funding 2026.DD.CSBCode	Martin Kurylowski martin.kurylowski@dbhds.virginia.gov Lisa Rogers lisa.rogers@dbhds.virginia.gov John Clay john.clay@dbhds.virginia.gov
70	DD Rental Subsidies	State Budget Bill HB6001, Item 297, Section Z. (Ch. 2, 2024 Special Session I) - Funds shall be used to cover rent and utility assistance for participants with ID/DD and administrative fees for the partner agencies.	Exhibit D D0334	Developmental Services (DD SGF) 0922 – 0000124083 Restricted baseline funding 2026.DD.CSBCode	The Office of Community Housing Jeannie Cummins Jeannie.cummins@dbhds.virginia.gov Janna Wiener Janna.wiener@dbhds.virginia.gov

71	DD Crisis Stabilization - Children	State Budget Bill HB6001, Item 297, Section L. (Ch. 2, 2024 Special Session I) - Funds shall be used for crisis services for children with intellectual or developmental disabilities.	Exhibit D D3191 D3181	Developmental Services (DD SGF) 0923 – 0000124083 Restricted baseline funding 2026.DD.CSBCode	Crisis Support and Services Bill Howard william.howard@dbhds.virginia.gov Community Services Heather Norton heather.norton@dbhds.virginia.gov Linda Bassett linda.bassett@dbhds.virginia.gov
72	DD Crisis Stabilization - Children Regional	State Budget Bill HB6001, Item 297, Section L. (Ch. 2, 2024 Special Session I) - Funds shall be used for crisis services for children with intellectual or developmental disabilities.	Exhibit D D3181	Developmental Services (DD SGF) 0923 – 0000116676 Restricted baseline funding 2026.DD.CSBCode	Crisis Support and Services Bill Howard william.howard@dbhds.virginia.gov Community Services Heather Norton heather.norton@dbhds.virginia.gov Linda Bassett linda.bassett@dbhds.virginia.gov
73	DD Crisis Stabilization Adult	State Budget Bill HB6001, Item 297, Section Q. (Ch. 2, 2024 Special Session I) - Funds shall be used to provide community crisis intervention services in each region for individuals with intellectual or developmental disabilities and co-occurring mental health or behavioral disorders.	Exhibit D D3164	Developmental Services (DD SGF) 0993 – 0000124083 Restricted baseline funding 2026.DD.CSBCode	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov Community Services Heather Norton Heather.norton@dbhds.virginia.gov Linda Bassett Linda.bassett@dbhds.virginia.gov

74	DD Crisis Stabilization Adult - Regional	State Budget Bill HB6001, Item 297, Section Q. (Ch. 2, 2024 Special Session I) - Funds shall be used to provide community crisis intervention services in each region for individuals with intellectual or developmental disabilities and co-occurring mental health or behavioral disorders.	Exhibit D D3164	Developmental Services (DD SGF) Restricted baseline funding 0993-0000116676 2026.DD.CSBCode	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov Community Services Heather Norton Heather.norton@dbhds.virginia.gov Linda Bassett Linda.bassett@dbhds.virginia.gov
	GENERAL FUNDS 720 – CENTRAL OFFICE FUNDING				
	MENTAL HEALTH AND SUICIDE PREVENTION				
75	Suicide Prevention	Funding shall be used for a comprehensive statewide suicide prevention program. The Commissioner of the Department of Behavioral Health and Developmental Services, in collaboration with the Departments of Health, Education,	Exhibit D D1774	Mental Health and Suicide Prevention – Restricted baseline funding 72000-08230-XXX-01000-BHD78018-444002	Office of Behavioral Health Wellness Alisha Jarvis alisha.anthony@dbhds.virginia.gov

		Veterans Services, Aging and Rehabilitative Services, and other partners shall develop and implement a statewide program of public education, evidence-based training, health and behavioral health provider capacity-building, and related suicide prevention activity.			
76	Mental Health First Aid	Funding shall be used to provide mental health first aid training and certification to recognize and respond to mental or emotional distress. Funding shall also be used to cover the cost of personnel dedicated to this activity, training manuals, and certification for all those receiving the training.	Exhibit G – Section 10	Mental Health and Suicide Prevention – Restricted baseline funding 72000-08230-XXX-01000-BHD78024-444002	Office of Behavioral Health Wellness Laura Robertson laura.robertson@dbhds.virginia.gov
	PROBLEM GAMBLING				
77	Recovery Services	Funding shall be used for problem	Exhibit G – Section 10	Problem Gambling Appropriation	Office of Behavioral Health Wellness

		gambling prevention, treatment, and recovery.	(Baseline Requirements) Exhibit D (Any additional requirements) D3073	72000-08530-XXX-09039-BHD90000-499033	Anne Rogers Anne.Rogers@dbhds.virginia.gov
78	Behavioral Health Wellness	Funding shall be used for problem gambling prevention, treatment, and recovery.	Exhibit D Exhibit D3073 Exhibit D1959	Problem Gambling Appropriation 72000-09350-XXX-09039-BHD90000-499033	Office of Behavioral Health Wellness Anne Rogers Anne.Rogers@dbhds.virginia.gov
	COMMUNITY INTEGRATION				
79	LIPOS	Funding is provided to divert admissions from state hospitals by purchasing acute inpatient or community-based psychiatric services at private facilities. This funding shall be allocated to Community Services Boards and a Behavioral Health Authority for such purpose in an efficient and effective manner so as not to disrupt local service contracts and to allow for expeditious reallocation of unspent funding between Community	Exhibit H of the Performance Contract P1636	Community Integration 72000-08830-XXX-01000-BHD90000-444002	Office of Patient Clinical Services Heather Rupe Heather.Rupe@dbhds.virginia.gov

		Services Boards and a Behavioral Health Authority.			
80	Youth DAP	Funding shall be used to address census issues at state facilities by providing community-based services for children and adolescents determined clinically ready for discharge or for the diversion of admissions of children and adolescents to state facilities by purchasing acute inpatient services, step-down services, or community-based services as an alternative to inpatient care.	Exhibit K of the Performance Contract P1636 (baseline requirements) Exhibit D (any other requirements) D3166	Community Integration 72000-08460-XXX-01000-BHD78026-444002	Office of Patient Clinical Services Heather Rupe Heather.Rupe@dbhds.virginia.gov
81	Adult DAP	Funding shall be used to address census issues at state facilities by providing community-based services for those individuals determined clinically ready for discharge or for the diversion of admissions to state facilities by purchasing acute inpatient or community-based	Exhibit K of the Performance Contract P1636 (baseline requirements) Exhibit D (any other requirements) 8008.3014 D1916 D3089 D3091	Community Integration 72000-08460-XXX-01000-72000-08460-XXX-01000-BHD78025-444002	Office of Patient Clinical Services Heather Rupe Heather.Rupe@dbhds.virginia.gov

		psychiatric services.			
82	Chesapeake CPEP	Funding is provided for comprehensive psychiatric emergency programs (CPEP) – Provides $10 million in one-time funding for CPEPs or similar models of psychiatric care in emergency departments. This is a continuation of the $10 million provided in the Chapter 1 budget in FY 2024.	Exhibit D (as needed)	Community Integration 72000-08460-XXX-01000-0000123231-444002	Office of Patient Clinical Services Heather Rupe Heather.Rupe@dbhds.virginia.gov
83	DAP Pilots	Funding is provided for the Department of Behavioral Health and Developmental Services (DBHDS) to pursue alternative inpatient options to state behavioral health hospital care or to increase capacity in the community for patients on the Extraordinary Barriers List through projects that will reduce	Exhibit D (as needed)	Community Integration 72000-08790-XXX-01000-BHD90000-444002	Office of Patient Clinical Services Heather Rupe Heather.Rupe@dbhds.virginia.gov

		census pressures on state hospitals. Proposals shall be evaluated on: (i) the expected impact on state hospital bed use, including the impact on the extraordinary barrier list; (ii) the speed by which the project can become operational; (iii) the start-up and ongoing costs of the project; (iv) the sustainability of the project without the use of ongoing general funds; (v) the alignment between the project target population and the population currently being admitted to state hospitals; and (vi) the applicant's history of success in meeting the needs of the target population. No project shall be allocated more than $2,500,000 each year. Projects may			

		include public-private partnerships, to include contracts with private entities. The department shall give preference to projects that serve individuals who would otherwise be admitted to a state hospital operated by DBHDS, that can be rapidly implemented and provide the best long-term outcomes for patients. Consideration may be given to regional projects addressing comprehensive psychiatric emergency services, complex medical and neuro-developmental needs of children and adolescents receiving inpatient behavioral health services and addressing complex medical needs of adults receiving inpatient			

		behavioral health services.			
84	Supervised Residential Care	Funding is provided for supervised residential care for 100 individuals. The department shall give priority to projects that prioritize individuals on the state's extraordinary barriers list. Projects may include public-private partnerships, to include contracts with private entities. Notwithstanding any other provision of law, contracts entered into pursuant to this paragraph shall be exempt from competition as otherwise required by the Virginia Public Procurement Act, §§ 2.2-4300 through 2.2-4377, Code of Virginia. The Department shall report quarterly on projects awarded with details on each project and its projected impact	Exhibit D D3139	Community Integration 72000-07080-XXX-01000-0000124443-444002	Office of Patient Clinical Services Heather Rupe Heather.Rupe@dbhds.virginia.gov

		on the state's extraordinary barriers list. The report shall be submitted to the Chairs of House Appropriations and Senate Finance and Appropriations Committee no later than 30 days after each quarter ends.			
85	Mobile Crisis	Funding is provided for the one-time costs of establishing additional mobile crisis services in underserved areas.	Exhibit D D3103	Mobile Crisis 72000-08500-XXX-01000-0000124444-444002	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov
86	Dementia	Funding shall be used to support the diversion and discharge of individuals with a diagnosis of dementia. Priority shall be given to those individuals who would otherwise be served by state facilities; to establish contracts to support the diversion and discharge into private settings of individuals with a diagnosis of dementia; for mobile crisis program targeted for	Exhibit D D3091 D3089	Community Integration 72000-09722-XXX-01000-BHD90000-444002	Office of Patient Clinical Services Heather Rupe Heather.Rupe@dbhds.virginia.gov

		individuals with a diagnosis of dementia; for pilot programs for individuals with dementia or geriatric individuals who may otherwise be admitted to a state facility.			
87	ASAM 3.7	Funding is provided to support the costs of medically monitored high-intensity inpatient services (ASAM 3.7) for youth and adolescents with serious mental illness or substance use disorder who may otherwise require inpatient hospitalization.	Exhibit D (as needed)	ASAM 3.7 Medically Monitored 72000-09630-XXX-01000-BHD90000-444002	Office of Child and Family Services Katherine Hunter Katherine.Hunter@dbhds.virginia.gov
88	Geriatric Specialists	Funding is provided for geriatric behavioral specialists to provide training and consultative services and support.	Exhibit D D3180	72000-07160-XXX-01000-BHD90000-499033	Community Integration Office of Patient Clinical Services Heather Rupe Heather.Rupe@dbhds.virginia.gov
89	Workforce Development (Supplemental Funding)	Funding shall be provided to grow the Virginia Community Services Board (CSB) workforce. The Department of Behavioral	Exhibit D D3138	2000-09600-XXX-01000-0000125164-499014-Restricted	Office of Enterprise Management Services Chaye Neal-Jones Chaye.neal-jones@dbhds.virginia.gov

Commented [BW249]: This section will need to be updated based on the re-org

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		Health and Developmental Services (DBHDS) shall allocate the funding based on the size of the CSB or behavioral health authority's workforce. The funding may be used to support paid internships and scholarship opportunities for students or staff earning behavioral health or other relevant certifications and degrees at two- and four-year colleges and universities and other educational career development settings, to cover clinical supervision hours, for reimbursement for the costs of obtaining licenses, certification, and exams necessary for employment in relevant careers, to provide loan repayment, and other initiatives that may assist			

		in growing the CSB workforce.			

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Regional Local Inpatient Purchase of Services (LIPOS) Requirements

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Regional Local Inpatient Purchase of Services (LIPOS) Requirements

Background

Effective July 1, 2021, The Department and the CSB agree to implement the following requirements for management and utilization of all regional state mental health acute care (LIPOS) funds to enhance monitoring of and financial accountability for LIPOS funding, divert individuals from admission to state hospitals when clinically appropriate, and expand the availability of local inpatient psychiatric hospital services for state facility diversions.

HB1800 P. Out of this appropriation, 7,688,182from the general fund the second year is provided from a transfer from Item 322 for Community Services Boards and a Behavioral Health Authority to divert admissions from state hospitals by purchasing acute inpatient or community-based psychiatric services at private facilities. This funding shall continue to be allocated to Community Services Boards and a Behavioral Health Authority for such purpose in an efficient and effective manner so as not to disrupt local service contracts and to allow for expeditious reallocation of unspent funding between Community Services Boards and a Behavioral Health Authority.

A. The CSB Responsibilities

1. All regional state mental health LIPOS funds allocated within the region shall be managed by the regional management group (RMG) and the regional utilization management and consultation team (RUMCT) on which the CSB agrees to participate. i.

2. The CSB, through the RMG and RUMCT on which it participates, shall ensure that other funds or resources such as pro bono bed days offered by contracting local hospitals and Medicaid or other insurance payments are used to offset the costs of local inpatient psychiatric bed days or beds purchased with state mental health LIPOS funds so that regional state mental health LIPOS funds can be used to obtain additional local inpatient psychiatric bed days or beds.

3. If an individual's primary diagnosis is SA (Substance Abuse) and a TDO (Temporary Detention Order) is issued to a private psychiatric facility LIPOS may be used by the CSB.

4. CSBs and/or regions are expected to maintain contracts or memorandum of agreement with local facilities that at minimum specifies funding is to be utilized as funding of last resort, authorization procedures, timeliness of invoicing, the rate, and any other limitations. These contracts or MOU's shall be available to DBHDS upon request for review.

5. Annually regions will provide DBHDS with contracted rates for facilities. This will be due with the first quarter report.

B. The Department Responsibilities

1. The Department, may conduct utilization reviews of the CSB or region at any time to confirm the effective utilization of regional state mental health LIPOS funds.

2. The Department shall provide technical assistance when requested by the CSB.

C. Payment Terms

1. LIPOS allocations are distributed to the regional fiscal agent. The RMG/ RUMCT and Regional fiscal agent retain responsibility to ensure equitable access to the regional allocation by CSB and report to DBHDS any funding deficits or re allocation by CSB. Funding for regions will be determined by DBHDS in collaboration with the region based on regional spending from previous year.

    a) For initial allocation to be distributed within 15 day of the beginning of the fiscal year DBHDS will allocated the higher of: either Average spending for previous fiscal year quarters 1, 2 and 3 **OR** the highest quarter spent.
    b) For the quarters 2, 3 and 4 of the fiscal year determination of the allocation will be based on the previous quarter amount spent. *For example: Quarter 2 funding is a reimbursed amount of quarter 1 LIPOS spending.*
    c) At any time during the year should expenses exceed funding regions may request assistance from DBHDS. Additionally DBHDS will monitor expenses and encumbrance to ensure regions have adequate funding for invoices received after the end of the fiscal year per contract/MOA agreements.

2. Administration fees for LIPOS are based on the following:
    a) The Regional Fiscal Agent is entering into a subcontract with another entity which will allow the third party to administer the service or program, the Regional Fiscal Agent may retain up to 5% of the allocation/expenditures for Administrative Costs.
    OR
    The annualized cost of the employed Regional manager.
    b) The determination of which administration fee methodology utilized will be discussed and documented by regional leadership and DAP specialist with DBDHS. Should the region choose the 5% this 5% will be determined based on the amount spent the previous fiscal year.
    c) The administration fee that is agreed upon will be sent in full to the region at the beginning of the fiscal year.

3. Any balance of LIPOS funds at the end of quarter 4 may be accounted for in the following fiscal year allocation. Unspent balances are not to be utilized without approval from DBHDS.

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Regional Local Inpatient Purchase of Services (LIPOS) Requirements

D. Reporting

1. The region will provide quarterly data on an agreed upon LIPOS data collection tool each quarter no later than 30 Days after the end of the quarter. Regions will maintain documentation of invoices from providers. These invoices and documentation shall be available to DBHDS upon request.

2. Any changes to the LIPOS reporting tool will be reviewed and discussed with CSB Regional Managers and they will be given a 30-day time frame to implement changes.

3. CSBs are responsible for maintaining reporting in the electronic health record for individuals receiving LIPOS contracted services.

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Certified Preadmission Screening Clinicians Requirements

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Certified Preadmission Screening Clinicians Requirements

Background

The Code of Virginia (§37.2-809, §16.1-338-340.1, §19.2-169.6) requires any person who conducts preadmission screening evaluations, for the purposes of temporary detention, to complete a certification program approved by the Virginia Department of Behavioral Health and Developmental Services (the "DBHDS").

The certification is valid throughout the Commonwealth. DBHDS regulates the certification, and recertification, of Certified Preadmission Screening Clinicians (CPSC), through regular compliance inspections, and according to the requirements outlined in this Agreement. DBHDS provides the certification based on the attestation of the individual's supervisor and executive director that the individual meets the certification requirements and has completed the orientation requirements.

1. **Requirements for Initial Certification**
   All CPSC applicants seeking initial certification must meet the educational, professional licensure, orientation and supervision standards outlined herein.

   A. Education and Licensure Requirements

   1. CPSC applicants may be a Licensed Mental Health Professional (LMHP), *OR*

   2. Qualified Mental Health Professional (QMHP) as defined by the Department of Health Professions.

      CPSCs hired on or before September 30, 2022, and who have fulfilled all requirements, and are an active QMHP or QMHP-T (Qualified Mental Health Professional-Trainee) with the Department of Health Professions, are appropriately certified to provide preadmission screening evaluations throughout the Commonwealth unless there is an interruption in their employment.

   3. Applicants may apply that are not currently licensed or certified but hold the appropriate educational attainment and experience while being registered or in supervision with the appropriate professional board to become certified or licensed.

   B. Orientation Requirements
   All CPSC applicants must successfully complete orientation that meets the following content, observational and experiential requirements:

   1. Completion of the requisite online training modules on topics that include legislative and regulatory requirements, disclosure of information, and clinical aspects of risk assessment including the modules on the preadmission screening report and REACH.

   2. Completion of an Emergency Services (ES) orientation that meets the content

Exhibit J
Certified Preadmission Screening Clinicians Requirements

requirements:

a. Orientation to civil commitment process, legal requirements and performance contract related requirements.
b. Orientation to documentation expectations and requirements.
c. Orientation to expectations for use of clinical consultation with peers and supervisors
d. Orientation to local policies and procedures
e. Orientation to role and interface with local law enforcement
f. Orientation to role and interface with magistrates and special justices
g. Orientation to resources for alternatives to hospitalization
h. Orientation to bed registry
i. Orientation to process for securing local private beds
j. Orientation to process for securing state facility beds
k. Orientation to process to access LIPOS or SARPOS funding
l. Orientation to alternatives for special populations [e.g., children, ID/DD or geriatric]
m. Orientation to Federal and State laws about allowed disclosure of information and communication in routine and emergency situations
n. Tour of local facilities (E.g., local hospitals, CSUs, jail, REACH, etc.) as relevant

3. Completion of 40 hours direct observation and direct provision of emergency services, to include conducting preadmission screening evaluations and other forms of crisis services including, but not limited to: knowledge of relevant laws, interviewing skills, mental status exam, substance use assessment, risk assessment, safety planning and accessing community referrals. The 40 hours may be done concurrently.

4. Completion of preadmission screening evaluations under direct observation of an LMHP or LMHP-R (Licensed Mental Health Professional-Resident) CPSC. The number required will be agreed upon by the CSB's Executive Director and ES Director/Manager.

5. Attestation by a supervisor that the applicant has reached an acceptable level of clinical competence and procedural knowledge to be certified.

6. For a minimum of the first three months of the certification period, newly certified CPSCs are required to consult with a supervisory-level CPSC when the outcome of any preadmission screening evaluation to not recommend hospitalization for an individual under an Emergency Custody Order (ECO).

7. Applicants may begin working independently as a CPSC when an application for certification as well as an attestation of completed orientation and of the ability of the individual to perform the CPSC responsibilities has been submitted to DBHDS at: preadmissionscreening@dbhds.virginia.gov.

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Certified Preadmission Screening Clinicians Requirements

8. The documentation associated with orientation and training must be maintained by the primary Community Services Board of employment and be provided to DBHDS for auditing purposes when requested.

2. Requirements for Maintaining Certification

In addition to the requirements for continuing education, supervision, and quality assurance/review outlined below, all applicants must demonstrate direct involvement in the delivery of emergency services, including the completion of preadmission screening evaluations during the certification period to maintain certification.

Individuals grandfathered as CPSCs under the July 1, 2016 Certification of Preadmission Screening Clinicians document maintain their grandfathered status under this agreement.

A. Continuing Education Requirements

1. Applicants for recertification are required to participate in 16 hours of relevant continuing education annually.
2. The Community Services Board of employment will ensure that the continuing education requirement is met and must be able to provide documentation to DBHDS at any time for auditing purposes.
3. Individuals who are licensed by the Board of Health Professions may use their required continuing education hours for their license or registration as a qualified mental health professional to achieve this requirement.
4. All applicants are required to complete any new on-line training modules released by DBHDS, within 60 days of release. If a CPSC is out on extended leave, they may prorate these hours accordingly.

B. Supervision Requirements

1. Applicants for recertification are required to participate in a minimum of 12 hours of individual and/or group supervision, annually.
2. Licensed CPSC supervisors who direct the work of others and provide supervision/consultation to CPSCs conducting preadmission screenings are exempt from this requirement. Supervision may be provided in person, by audio or virtually with two-way audio visual technology.
3. All staff with a QMHP must meet the required supervisory requirements outlined by the Department of Health Professions.

C. Quality Assurance/ Quality Improvement Reviews

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1. Regardless of the length of the period of certification, and regardless of professional licensure, all applicants are required to participate in quality assurance/quality improvement review activities of at least 5 percent of all preadmission screening evaluations completed, annually.
2. These reviews must be completed by a supervisor who is a CPSC.
3. Documentation of these reviews shall include actions taken to improve the documentation and provision of crisis response services.
4. Domains to consider during review could include, but are not limited to: how were critical issues and concerns addressed; does narrative support disposition; was alternative transportation considered and if so, was it used; were required notifications completed if TDO was not recommended; was the safety plan fully articulated; was there sufficient care coordination and linkage to indicated alternatives; and if alternatives not indicated, what services were considered and why were they not appropriate and documentation shouldbe included.

3. Requirements for CPSC Supervisors

For the purposes of this document, "supervisor" is defined as a: supervisory level, licensed CPSC, with a minimum of two years' experience working in crisis services. Supervisors have the authority to direct the decision making of clinician-level CPSCs and are directly responsible for the oversight of the delivery of emergency/crisis intervention services, to include quality assurance activities. Licensed CPSC supervisors are exempt from the requirement to complete a preadmission screening assessment and report annually.

CPSC supervisors who do not hold a professional license from the Board of Health Professions, but are registered for supervision and meet the minimum of two years' experience working in crisis services may be utilized with a variance granted by DBHDS. Each variance must outline a timeline and path to bring the individual up to meeting the standard for CPSC Supervisors.

A. **CPSC Supervisors must meet the following:**

1. Completion of the Initial Certification process.
2. Continuing Education requirements described under Requirements for Maintaining Certification, Section 2.A.
3. Licensed CPSC supervisors who direct the work of others and provide supervision/consultation to CPSCs conducting preadmission screenings are exempt from the annual requirement to participate in a minimum of 12 hours of individual and/or group supervision.

4. DBHDS Notification of Change in Employment Status

Exhibit J
Certified Preadmission Screening Clinicians Requirements

The CSB must notify DBHDS, at preadmissionscreening@dbhds.virginia.gov, if a CPSC leaves the CSB's employment or transfers to another position within the CSB and will no longer be performing the duties of a CPSC. The CPSC's certification will be considered expired and subject to compliance with Section 5 of this Agreement. For CPSCs who remain with the same employer and will continue to work as a CPSC in any capacity, notification to the Department is not needed.

5. **Hiring an individual with prior CPSC experience**

If an individual seeks a position as a CPSC, DBHDS will confirm the individual's certification status upon request received at preadmissionscreening@dbhds.virginia.gov.

A. If the certification is active and valid, the CSB is required to verify that any additional requirements for continued certification and supervision are met.

B. Licensed CPSCs whose certification has expired less than 24 months, only need to complete the local orientation for recertification.

C. CPSCs without professional licensure whose certification has expired less than 12 months, only need to complete the local orientation for recertification.

D. CPSCs without professional licensure whose certification has expired more than 12 months and licensed CPSCs whose certification has expired more than 24 months must complete the process for initial certification.

E. If the individual has CPSC experience and does not meet with the new requirements for a CPSC, a variance may be sought from DBHDS.

F. If the certification has not expired, the individual's hours for supervision and continuing education may be prorated to allow recertification when current certification expires.

6. **Variance Requests**

A variance request may be made to DBHDS on a case-by-case basis, and should be sent via email to preadmissionscreening@dbhds.virginia.gov A variance request is needed if any of the above criteria for initial or recertification of certified prescreeners or supervisors cannot be met. Approved variances expire on June 30th of each year. Variances received after April 1st will expire the following year on June 30th. The CSB will be responsible for submitting a report to DBHDS on the individual's initial or recertification progress within 30 days of the variance expiration date.

The variance request must outline the:

1. Specific educational and experiential background of the applicant.
2. Reason the variance is being sought.
3. Specific monitoring activities the CSB will perform with associated timelines to bring the individual into alignment with the required education and licensure requirements as applicable.

7. **DBHDS Quality Assurance and Oversight**

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Certified Preadmission Screening Clinicians Requirements

DBHDS Office of Crisis Services will ensure compliance with the requirements of this Exhibit by conducting reviews of samples of certification documentation during critical incident reviews and at other times as determined by DBHDS. Compliance reviews will include:

1. Review of documentation demonstrating compliance with orientation requirements.
2. Reviewing a copy of QMHP certification/registration.
3. Reviewing a copy of License or supervision enrollment from the Department of Health Professions. This includes annual verification of license status.
4. Reviewing any actions taken by the Department of Health Professions related to performance of any QMHP or LMHP CPSC.
5. Reviewing documentation demonstrating compliance with continuing education requirements, including completion, within 60 days of any new modules released by DBHDS.
6. Reviewing documentation demonstrating the provision of individual and/or group supervision hours for all CPSCs.
7. Review of documentation demonstrating quality assurance/quality improvement reviews and actions of at least 5 percent of all preadmission screening evaluations completed by each CPSC, including review of results and any subsequent quality improvement activities. Information identifying individual records reviewed must be available to DBHDS upon request.

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Attachments:
Appendix A: Out of Catchment Notification/Referral Form
Appendix B: Memo Regarding Patient Choice at Discharge
Appendix C: DAP Memory Care Justification Form
Appendix D: Admission Notifications
Appendix E: Dispute Process
Appendix F: Clinical Readiness Scale for State Psychiatric Hospitals with Psycho-Legal Considerations
Appendix G: Discharge Medication Protocol
Appendix H: Pilot Protocols for SWVMHI, SVMHI and CSH LOS 30 day or less.

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Department of Behavioral Health and Developmental Services

This document is designed to provide consistent direction and coordination of activities required of state hospitals and community services boards (CSBs) in the development and implementation of discharge planning. The activities delineated in these protocols are based on or referenced in the Code of Virginia or the community services performance contract. In these protocols, the term CSB includes operating CBSs, administrative policy CBSs, local government departments with a policy-advisory CSBs, established pursuant to § 37.2-100 of the Code of Virginia, and the behavioral health authority, established pursuant to § 37.2-601 et seq. of the Code of Virginia.

Shared Values:

Both CSBs and state hospitals recognize the importance of timely discharge planning and implementation of discharge plans to ensure the ongoing availability of state hospital beds for individuals presenting with acute psychiatric needs in the community or in local or regional jails. The recognition that discharge planning begins at admission is an important aspect of efficient discharge planning.

The Code of Virginia assigns the primary responsibility for discharge planning to CSBs; however, discharge planning is a collaborative process that must include state hospitals. CSBs and state hospitals are responsible for training new hires in the Collaborative Discharge Protocols.

Joint participation in treatment planning and frequent communication between CSBs and state hospitals are the most advantageous method of developing comprehensive treatment goals and implementing successful discharge plans. The treatment team, in consultation with the CSB, shall ascertain, document, and address the preferences of the individual and their surrogate decision maker (if one has been designated) in the assessment and discharge planning process that will promote elements of recovery, resiliency, self-determination, empowerment, and community integration.

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DBHDS state psychiatric facilities operate as acute care psychiatric settings. The intent is for the individual to receive timely care for stabilization and discharge back into the community (including jail). DBHDS facilities should not be considered long-term care settings. There should be careful attention paid to timely and appropriate discharge planning while assuring the individuals rights to treatment and services in least restrictive settings is maintained.

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Protocols for Children and Commonwealth Center for Children and Adolescents

I. Collaborative Responsibilities Following Admission to State Hospital

	State Hospital Responsibilities	Time Frame	CSB Responsibilities	Time Frame
1.1	State hospitals staff shall assess each minor upon admission and periodically thereafter to determine whether the state hospital is an appropriate treatment site. Inappropriate admissions including minors with a primary diagnosis of substance abuse disorder will be reported to the CSB.	*Within one (1) business day of admission*	As active participants in the discharge process and consultants to the treatment process, CSB staff shall participate in discussions to determine whether the state hospital is an appropriate treatment facility.	

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	State Hospital Responsibilities	Time Frame	CSB Responsibilities	Time Frame
1.2	State hospital staff shall contact the case management CSB to notify the CSB of the new admission. State hospital staff shall also provide a copy of the admissions information/face sheet, including the name and phone number of the social worker assigned and the name of the admitting unit, to the CSB. If the information has references to substance use disorder, a release of information must be signed by the minor and/or legal guardian or the information related to substance use and treatment must be redacted. For minors who are discharged prior to the development of the individualized treatment plan; the treatment team is responsible for completing the	*Within one (1) business day of admission* *Within one (1) business day of admission*	Upon notification of admission, CSB staff shall begin the discharge planning process for both civil and forensic admissions. If the CSB disputes case management responsibility for the minor, the CSB shall notify the state hospital social worker upon notification of admission. 1. For minors who are discharged prior to the development of the individualized treatment plan, CSB responsibilities post discharge will be reflected in the discharge instructions.	*Immediately upon notice of admission*

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	State Hospital Responsibilities	Time Frame	CSB Responsibilities	Time Frame
	Discharge Instructions in consultation with the CSB.		2. For every admission to a state hospital from the CSB's service area that is not currently an open case at that CSB, the CSB shall develop an open case and assign case management responsibilities to the appropriate staff 3. CSB staff shall establish a personal contact (face-to-face, telephone, etc.) with the assigned social worker at least once for an acute hospitalization, at least weekly for minors receiving extended treatment, and within 2 days prior to the minor's discharge.	

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	State Hospital Responsibilities	Time Frame	CSB Responsibilities	Time Frame
1.3	Upon identification that the minor admitted to the state hospital has a co-occurring diagnosis of DD/ the hospital social worker will notify the		If the minor has an DD/ and co-occurring SMI, the CSB MH and ID Directors (or their designees) will identify and	

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	State Hospital Responsibilities	Time Frame	CSB Responsibilities	Time Frame
	designated CSB lead for discharge coordination and will: • Assist the case managers to compile the necessary documentation to implement the process for waiver and/or out of home placement. • Serve as a consultant to the DD case manager as needed; • Assist with coordinating on-site assessments by representatives from potential placement options.		inform the state hospital social worker whether the ID or MH case manager will take the lead in discharge planning and work collaboratively with the CSB mental health discharge liaison on eligibility-planning activities and state hospital discharge procedures. CSB DD responsibilities include the following: 1. Assessment of the minor for Medicaid Waiver eligibility; 2. If applicable, initiate the process for Medicaid Waiver funding for the minor receiving services;	

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	State Hospital Responsibilities	Time Frame	CSB Responsibilities	Time Frame
			3. Initiating the referral to Child REACH; 4. Participation in the development and updating of the discharge plan; 5. Participation in treatment team meetings, discharge planning meetings and other related meetings; 6. Assist in coordinating assessments; 7. Assistance in locating and securing needed specialists who will support minor in the community once they have been discharged, i.e., doctors, behavioral support; 8. Providing support during the transition to community services;	

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	State Hospital Responsibilities	Time Frame	CSB Responsibilities	Time Frame
			9. Facilitation of the transfer of case management responsibilities to the receiving CSB or private provider according to the *Support Coordination/Case Management Transfer Procedures for Persons with Developmental Disability.*	
1.4	State hospital staff shall make every effort to contact the CSB Case Manager and legal guardian to discuss goals for treatment that will result in a timely discharge.	*Within one (1) business day of admission*	It is the joint responsibility of the hospital social worker and CSB staff to contact each other upon admission to discuss case specifics.	*Within one (1) business day*

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II. Needs Assessments & Discharge Planning

Joint Responsibility of the State Hospital & CSB				
2.1	The treatment team and CSB shall ascertain, document and address the preferences of the minor and his/her legal guardian in the individualized assessment and discharge planning process that will promote elements of recovery, self-determination, empowerment, and community integration.			
	State Hospital Responsibilities	**Time Frame**	**CSB Responsibilities**	**Time Frame**
2.2	The state hospital social worker shall complete the social work comprehensive assessment or readmission assessment update for each minor. This assessment shall provide information to help determine the minor's needs upon discharge.	*Within seven (7) calendar days of admission*	Discharge planning begins on the Initial Pre-Screening form and continues on the CSB/BHA discharge plan document. In completing the discharge plan, the CSB shall consult with members of the treatment team, the minor, his parent/legal guardian, and, with appropriate consent, other parties in determining the	

			needs/preferences of the minor upon discharge. The Discharge Plan shall be developed in accordance with the *Code of Virginia* and the community services performance contract and shall: • include the anticipated date of discharge from the state facility; • identify the services needed for successful discharge, to include outpatient, educational, residential or community placement and the frequency of those services; and • specify the public or private providers that have agreed to provide these services.	

2.3			The CSB shall initiate development of the discharge plan. The discharge plan shall address the discharge needs identified in the comprehensive assessment in addition to other pertinent information within the clinical record. For minors whose primary legal residence is out of state, the pre-screening CSB shall retain discharge planning responsibility. ***Note:*** According to § 16.1-346.1 of the Code of Virginia the CSB retains ultimate responsibility for a timely and appropriate discharge plan for all minors discharging from a state hospital, therefore oversight and responsibility for said plan of minors in the custody of the	*Immediately upon notice of admission*

			Department for Social Services remains with the CSB.	
2.4	As a minor's needs change, the state hospital social worker shall document changes in the state hospital social worker's progress notes and update the CSB Case Manager.		If the minor's needs change or as more specific information about the discharge plan becomes available, the CSB staff shall update the discharge plan accordingly.	
Joint Responsibility of the State Hospital & CSB				
2.5	The treatment team in collaboration with the CSB shall ascertain, document, and address the preferences of the minor and parent or legal guardian as to the placement upon discharge. These preferences shall, to the greatest degree practicable, be considered in determining the optimal and appropriate discharge placement. ***NOTE:*** This may not be applicable for certain forensic admissions due to their legal status**.**			

III. Readiness for Discharge

	State Hospital Responsibilities	Time Frame	CSB Responsibilities	Time Frame

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3.1	The CSB shall be notified when the treatment team determines that the minor is clinically ready for discharge and/or state hospital level of care is no longer required or, for voluntary admissions, when consent has been withdrawn or *any of the following:* • The minor is unlikely to benefit from further acute inpatient psychiatric treatment; or • The minor has stabilized to the extent that inpatient psychiatric treatment in a state hospital is no longer the least restrictive treatment intervention.	*Within one (1) business day*	Once the CSB has received notification of readiness for discharge, steps shall be taken to implement the discharge plan. The minor should be discharged from the state hospital when deemed clinically ready for discharge.	*Immediately upon notice of admission*
3.2	The hospital will conduct regularly scheduled reviews of all minors who are rated clinically ready for discharge or nearly ready (Rating of 1 or 2). These meetings will involve the participation of the hospital social worker(s).	*At least twice a month*	The CSB liaison (or their designee) assigned to any minor who is rated 1 or 2 on the Discharge Readiness scale will participate in all discharge review meetings and provide information related to discharge	

			planning and any anticipated or experienced barriers to discharge.	

IV. Discharge Readiness Scale – Child and Adolescent

Rating Code	Description
1	• Has met treatment goals and no longer requires inpatient psychiatric hospitalization • Is exhibiting baseline behavior that is not anticipated to improve with continued inpatient treatment • No longer requires inpatient hospitalization even if there are barriers preventing discharge such as lack of placement
2	• Has made significant progress towards meetings treatment goals, but requires additional inpatient care to fully address clinical issues and/or there is a concern about adjustment difficulties • Receiving medication changes that must be monitored in an inpatient setting • Exhibiting significant clinical improvement, but court ordered “ten-day” evaluation is not completed
3	• Displays symptoms typical of child psychiatric hospitalizations such as suicidality, aggression, depression or anxiety but has not made significant progress towards treatment goals and requires treatment and further stabilization in an acute psychiatric inpatient setting • Displays symptoms atypical of child psychiatric hospitalizations (such as psychosis, etc.), is making progress towards treatment goals, but still requires further stabilization in an acute psychiatric inpatient setting
4	• Recent admission still requiring assessment • Displays symptoms atypical of child psychiatric hospitalizations such as psychosis, delusional and disorganized thoughts or paranoia • No progress toward psychiatric stability since admission

	• Requires constant 24 hour a day supervision in an acute inpatient psychiatric setting • Presents significant risk and/or behavioral management due to psychiatric diagnosis that requires psychiatric hospitalization to treat • Unable to actively engage in treatment and discharge planning, due to psychiatric or behavioral instability

NOTE:
Discharge planning begins on admission and is continuously active throughout hospitalization independent of the clinical readiness for discharge rating.

V. Finalizing Discharge

Joint Responsibility of the State Hospital, CSB, and DBHDS Central Office When a disagreement between the state hospital and the CSB occurs regarding the discharge plan for an individual, both parties shall attempt to resolve the disagreement and will include parent/legal guardian as appropriate. If these parties are unable to reach a resolution, the state hospital will notify their Community Transition Specialist within three business days to request assistance in resolving the dispute. Please see appendix 4 for the Dispute Process.			
State Hospital Responsibilities	Timeframe	CSB responsibilities	Timeframe
The state psychiatric hospital will make every attempt to include all relevant parties in notification up to and including DSS, JDC and family		In the event that the CSB experiences extraordinary barriers to discharge and is unable to complete the discharge the determination that the youth is clinically ready for discharge, the CSB shall	*Within three (3) business days or five (5) calendar days of determination that individual is clinically ready for discharge*

		document in the CSB medical record the reason(s) why the discharge cannot occur The documentation shall describe the barriers to discharge - reason for placement on the Extraordinary Barriers List (EBL) and the specific steps being taken by the CSB to address these barriers.	

There is expectation of collaboration of all relevant parties. CSBs maintain discharge responsibility and therefore should include DSS or JDC as required in any cases.

Note: Discharge planning begins at admission and is continuously active throughout hospitalization, independent of an individual's clinical readiness for discharge rating.

Joint Responsibility of the State Hospital & CSB	
5.1	To the greatest extent possible, CSB staff, the minor and/or his legal guardian shall be a part of the discussion regarding the minor's clinical readiness for discharge. The state hospital social worker is responsible for communicating decisions regarding discharge readiness to the CSB staff. The state hospital social worker shall provide written notification of readiness for discharge when extraordinary barriers are known or anticipated and document the contact in the minor's medical record.

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	NOTE: For minors under the jurisdiction of DJJ security regulations, discharge notification will occur within one (1) calendar day of discharge to jail, DJJ state hospital or juvenile detention center. According Virginia Code § 16.1-346.1 "A minor in detention or shelter care prior to admission to inpatient treatment shall be returned to the detention home, shelter care, or other facility approved by the Department of Juvenile Justice within 24 hours by the sheriff serving the jurisdiction where the minor was detained upon release from the treating facility, unless the juvenile and domestic relations district court having jurisdiction over the case has provided written authorization for release of the minor, prior to the scheduled date of release."			
	State Hospital Responsibilities		**CSB Responsibilities**	**Time Frame**
5.3			All discharge plans are expected to be implemented. The CSB shall initiate an Extraordinary Barriers Report on the minor and update the DBHDS and the state hospital regularly in the event that barriers delay the discharge more than 4 days past clinical readiness. The report shall describe the barriers to discharge and the specific steps being taken to address them.	*Within no more than four (4) calendar days of notification of clinical readiness.*

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Joint Responsibility of the State Hospital & CSB	
5.4	The Office of Patient Clinical Services, Chief Medical Officer and Deputy Commissioner of Facility Services and CSB Executive Director shall monitor the progress of those minors with extraordinary barriers to discharge.

VI. Completing the Discharge Process

	State Hospital Responsibilities		CSB Responsibilities	
6.1	The treatment team shall prepare the discharge information and instructions (DIIF.) Prior to discharge, state hospital staff shall review the DIIF with the minor and/or parent/legal guardian and request his/her signature. Distribution of the DIIF shall be provided by the state hospital to the CSB **NOTE:**	*No later than 24 hours post discharge or the next business day.*	To reduce re-admissions to state mental health facilities, CSBs, in conjunction with the treatment team, shall develop and complete, as clinically determined, a safety and support plan that is part of the minor's final discharge plan. It is the CSB liaisons responsibility to distribute any requested copies of the DIIF (DBHDS form 226) and supporting documentation to other next level providers and to other CSB care providers. **NOTE:**	

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	State Hospital Responsibilities		CSB Responsibilities	
	Minor's review of the DIIF may not be applicable for certain forensic admissions due to their legal status.		Safety and support plans are generally not required for court ordered evaluations, restoration to competency cases, and transfers from DJJ and detention. However, at the clinical discretion of the treatment team or the CSB, the development of a specialized safety and support plan may be advantageous when the minor presents significant risk factors, and for those minors who may be returning to the community following a brief incarceration period.	
6.2	The facility medical director shall be responsible for ensuring that the discharge summary is provided to the case management CSB (and DJJ when appropriate)	*Within ten (10) calendar days of the actual discharge date.*	CSB staff shall ensure that all arrangements for psychiatric services and medical follow-up appointments are in place prior to discharge, either by consultation with private providers or by arrangement with the CSB.	
6.3			CSB staff shall ensure the coordination of any other intra-agency services, e.g. outpatient services, residential, etc.	

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	State Hospital Responsibilities		CSB Responsibilities	
6.4			If the CSB is providing services, minors discharged from a state hospital with continuing psychotropic medication needs shall be scheduled to be seen by the CSB psychiatrist. In no case shall this initial appointment be scheduled longer than fourteen (14) calendar days following discharge. If the minor is treated by a psychiatrist in the community, the CSB is expected to ensure the aforementioned schedule is met either with the community-based psychiatrist or through the CSB. ***Note:*** In no case should agency policy or procedure place an undue burden on the family or delay in meeting this expectation.	*Within seven (7) calendar days post discharge, or sooner if the minor's condition warrants.*

VII. Transfer of Case Management CSB Responsibilities

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	State Hospital Responsibilities	Time Frame	CSB Responsibilities	Time frame
7.1	The state hospital social worker shall indicate in the progress notes any intention that is clearly expressed by the parent/legal guardian to change or transfer case management CSB responsibilities and the reason(s) for doing so. This shall be documented in the minor's medical record and communicated to the case management CSB. **EXCEPTION**: This process may be accelerated for discharges that require rapid response to secure admission to the community or residential placement.	*Immediately upon notification*	Transfers shall occur when the parent/legal guardian decides to relocate to another CSB service area. Should a placement outside of the minor's catchment area be pursued, the case management CSB shall notify the CSB affected by the potential placement. The case management CSB must complete and forward a copy of the out of catchment referral form to the receiving CSB. ***NOTE:*** Coordination of the possible transfer shall, when possible, allow for discussion of resource availability and resource allocation between the two CSBs prior to advancement of the transfer**.**	

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	State Hospital Responsibilities	Time Frame	CSB Responsibilities	Time frame
7.2			At a minimum, the CSB shall meet (either in person, telephone, or video conferencing) with the minor and the treatment team. The case management CSB is responsible for completing the discharge plan, and safety and support plan. The case management CSB shall stay involved with the minor.	*Prior to the actual discharge date*

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Protocols for Adult and Geriatric Patients

I. General Requirements

Regional responsibility	Responsible entity	Timeframe
The CSB emergency services clinicians shall complete a tracking form documenting all private hospital contacts prior to seeking a bed of last resort at a state hospital, and transmit the form to the receiving state hospital, along with the preadmission screening form.	CSB emergency services	*Upon admission request to state hospital*
Each CSB shall provide the DBHDS Director of Clinical Services (or designee) with the names of CSB personnel who are serving as the CSB's state hospital discharge liaisons, Forensic Discharge Planners, Forensic Admissions Coordinator, MH directors or supervisors, DD directors and Executive Directors	CSBs	*At least quarterly, or whenever changes occur*
The DBHDS Office of Patient Clinical Services will update and distribute listings of all CSB discharge planning and state hospital social work contacts to the Office of Forensic Services, the CSB regional managers and state	DBHDS Office of Patient Clinical Services	*At least quarterly*

hospital social work directors, with the expectation that these will be distributed to individual CSBs and state hospital social workers.		
DBHDS shall develop a process for developing, updating, and distributing a list of available housing resources funded by DBHDS for individuals being discharged from state hospitals. DBHDS shall review and update the list and ensure that it is available to CSB state hospital liaisons, CSB Forensic Discharge Planners, state hospital Forensic Coordinators, and state hospital social work staff, Forensic Coordinators and Director of Psychology and Forensic Services to ensure that all resource options are explored for individuals in state hospitals. At each census management meeting, there shall be a review (bed availability/updates) of the DBHDS funded programs in census management meetings by the community transition specialist.	Office of Patient clinical Services	*Updated at least quarterly*

II. Collaborative Responsibilities Following Admission to State Hospitals: Civil/Non-Forensic Admissions

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
The CSB emergency services clinician shall notify the CSB discharge planner of every admission to a state hospital	*Within 24 hours of the issuance of the TDO*		
CSB staff shall begin the discharge planning process for both civil and forensic admissions.	*Upon notice of admission*	State hospital staff shall contact the CSB to notify them of the new admission- See Appendix D.	*Within one (1) business day*

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Collaborative Discharge Requirements for Community Services Boards and State Hospitals

Contract No. P1636.CSBCode.3

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
If the CSB disputes case management CSB/discharge planning responsibility for the individual, the CSB shall notify the state hospital social work director immediately upon notification of the admission (for reference, please see the definition of "case management CSB/CSB responsible for discharge planning" contained in the glossary of this document). See dispute section Appendix D	*Upon notice of admission*	State hospital staff shall also provide a copy of the admissions information/face sheet to the CSB, as well as the name and phone number of the social worker assigned and the name of the admitting unit For individuals admitted with a primary developmental disability (DD) diagnosis, or a co-occurring mental health and DD diagnosis, the hospital social work director (or designee) shall communicate with the CSB discharge liaison and the DD Director to determine who the CSB has identified to take the lead in discharge planning (CSB liaison or DD staff). At a minimum, the CSB staff is who assigned lead discharge planning responsibilities shall participate in all treatment team meetings and discharge planning meetings; however, it is most advantageous if both staff can participate in treatment teams as much as possible. Even if the hospital liaison takes the lead, the hospital will notify the support coordinator of	*Within one (1) business day*
1. For every admission to a state hospital from the CSB's catchment area that is not currently open to services at that CSB, the CSB shall open the individual to consumer monitoring and assign case management/discharge planning responsibilities to the appropriate staff.	*Upon admission*		
2. CSB shall document in the EHR case management and discharge planning activities.	*Ongoing*		
3. The individual assigned to take the lead in discharge planning will ensure that other relevant parties (CSB program	*Ongoing*		

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
staff, jail providers, private providers, etc.) are engaged with state hospital social work staff and attend treatment plan meetings as necessary.		all treatment team meetings, census management meetings, etc.	
4. CSB staff shall establish a personal contact (preferably in person) with the hospitalized individual in order to initiate collaborative discharge planning.	*Within seven (7) calendar days of admission*		
5. CSB staff shall maintain contact with the patient (in person, phone calls, or virtually) at least monthly to ensure consideration of patient preference and choice in discharge planning.	*At least twice monthly*		

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
CSB staff will make arrangements to attend CTP and TPR meetings in person. If CSB staff are unable to physically attend the CTP or TPR meeting, the CSB may request arrangements for telephone or video conference.	*Ongoing*	State hospital staff shall inform the CSB by email of the date and time of CTP meetings.	*At least two (2) business days prior to the scheduled CTP meeting.*
In the event that the arrangements above are not possible, the CSB shall make efforts to discuss the individual's progress towards discharge with the state hospital social worker within two business days of the CTP or TPR meeting.	*Within two (2) business days of the missed meeting*	If CTP and TPR meetings must be changed from the originally scheduled time, the state hospital shall make every effort to ensure that the CSB is made aware of this change.	*At least two (2) business days prior to the rescheduled meeting*
Note: While it may not be possible for the CSB to attend every treatment planning meeting, participation in person or via phone or video conference is expected. This is the most effective method of developing comprehensive treatment goals and implementing efficient and successful discharge plans.		The initial CTP meeting shall be held within seven calendar days of admission. **Note**: It is expected that the state hospital will make every effort to include CSBs in CTP and TPRs, including providing alternative accommodations (such as phone or video) and scheduling meetings so that liaisons can participate in as many treatment team meetings as possible.	*Within seven (7) calendar days of admission*

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III. Collaborative Responsibilities Following Admission to State Hospitals for Justice-Involved Persons admitted for Forensic Evaluation, Competency Restoration, or Emergency Treatment from Jail

Justice-involved persons admitted from Jail or community for Forensic Evaluation, Competency Restoration, or Emergency Treatment from Jail			
CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
CSB staff shall begin the discharge planning process for persons admitted from jail, or the community if on bond, as soon as possible following admission to a state hospital.	*Upon notice of admission*	Once admitted to a state hospital, state hospital staff shall contact the CSB designated liaison to notify them of the new admission. Hospital staff shall provide a copy of the admissions information/face sheet to the CSB, as well as the name and phone number of the social worker and Forensic Coordinator assigned, and the name of the admitting unit.	*Within one (1) business day*
If the CSB disputes case management CSB/discharge planning responsibility for the individual, the CSB shall notify the state hospital social work director (for reference, please see the definition of "case management CSB/CSB responsible for discharge planning" contained in the glossary of this document). See Appendix E	*Upon notice of admission*	Hospital staff will track court dates from the Virginia Judiciary Online Case Information System 2.0 found at: Virginia Judiciary Online Case Information System.	*Within seven (7) calendar days of admission; and ongoing during treatment planning*
For every person admitted to a state facility who is from the CSB's catchment area but is not currently open to services at that CSB, the	*Upon notice of admission*		*Ongoing, as*

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Justice-involved persons admitted from Jail or community for Forensic Evaluation, Competency Restoration, or Emergency Treatment from Jail			
CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
CSB shall open the individual to consumer monitoring and assign case management and discharge planning responsibilities to the appropriate staff. For CSBs with DBHDS-funded Forensic Discharge Planning (FDP) staff positions, CSBs should leverage those positions to support the successful transition and discharge planning of individuals returning to jail following hospital discharge. CSB shall document in the EHR case management and discharge planning activities. CSB staff shall establish personal contact (preferably in person) with the individual in order to initiate collaborative discharge	*Ongoing* *Within seven (7) calendar days of admission*	Hospital staff will provide the CSB timely updates on the forensic evaluators' findings, and updates on court dates during the course of hospitalization. **Note**: SSI reinstatement of benefits could occur without need for a new application within 12 months of being incarcerated. If the incarceration was over 12 months a new SSI application would be needed. If Medicaid coverage is required, the jail will initiate contact with Cover Virginia Incarcerated Unit (CVIU) using the DOC Pre-Release window of 45 days. Expedited coverage can be requested if discharge would occur before the 45 days.	*Needed*

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Justice-involved persons admitted from Jail or community for Forensic Evaluation, Competency Restoration, or Emergency Treatment from Jail			
CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
planning and to establish process for "warm hand-off" when returned to jail.			
The CSB's designated state hospital liaison will attend inpatient CTP and TPR meetings in person whenever possible. At a minimum, the CSB staff who is assigned lead discharge planning responsibilities shall participate in treatment team meetings and discharge planning meetings; however, it is most advantageous if the FDP staff can participate in treatment teams as much as possible. The individual assigned to take the lead in discharge planning will ensure that other relevant parties (CSB program staff, FDP staff, private providers, etc.) are engaged with state hospital social work staff and included in CTP and TPR meetings as needed to facilitate successful discharge.	*Ongoing* *Ongoing*	State hospital staff shall inform the CSB designated hospital liaison by email of the date and time of CTP and TPR meetings. The initial CTP meeting shall be held within seven calendar days of admission. If CTP and TPR meetings must be changed from the originally scheduled time, the state hospital shall ensure that the CSB is made aware of this change via email.	*At least two (2) business days prior to the scheduled meeting* *Within seven (7) calendar days of admission* *At least two (2) business days prior to the rescheduled meeting* *Ongoing*

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Justice-involved persons admitted from Jail or community for Forensic Evaluation, Competency Restoration, or Emergency Treatment from Jail			
CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
If CSB staff are unable to physically attend the CTP or TPR meeting, the CSB may request arrangements for video conference. In the event that the arrangements above are not possible, the CSB shall make efforts to discuss the individual's progress towards discharge with the state hospital social worker within two business days of the CTP or TPR meeting. CSB staff are responsible for identifying treatment and support needs not only in the community but also in local or regional jails, in cases where the individuals will return to jail upon hospital discharge.	*Ongoing* *Within two (2) business days of the missed meeting* *Ongoing*	It is expected that the state hospital will provide alternative accommodations (such as video or phone) if CSB staff are unable to attend in person, and that meetings will be scheduled so that liaisons can participate in as many treatment team meetings as possible. The state hospital social worker and Forensic Coordinator will invite appropriate jail staff to participate in treatment team planning and/or discharge meetings as needed.	*Ongoing*

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Justice-involved persons admitted from Jail or community for Forensic Evaluation, Competency Restoration, or Emergency Treatment from Jail			
CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Note: It is expected that individuals returning to jail upon state hospital discharge will receive a full-continuum of discharge planning services, including but not limited to: ongoing face-to-face follow-up from the CSB at least monthly in cases where the person who will remain in jail for 21-days or more following hospital discharge, coordination with jail security and medical staff to monitor the individual's adjustment upon return to jail, and continued coordination of services upon the individual's release from jail. The length of time one remains in jail following discharge from the state hospital will vary, and may depend on the seriousness of the charges, prior criminal history, or other factors beyond the state hospital's or CSB's control. It is advised that treatment team social workers and CSB liaisons collaborate routinely with the state hospital Forensic Coordinator to discuss potential criminal case dispositions and monitor court dates, in order to provide effective discharge planning upon return to jail. For persons participating on a Behavioral Health Docket, information about potential disposition of their court case may be coordinated with the CSB's Docket liaison.			

IV. Collaborative Responsibilities Following a Not Guilty by Reason of Insanity (NGRI) Finding:

Initial NGRI Temporary Custody Evaluation Period			
CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
CSB staff shall begin the discharge planning process for NGRI acquittees as soon as possible following admission to a state hospital for Temporary Custody evaluation or notification that an NGRI acquittee has been	*Upon notice of inpatient admission or start of the OPTC period*	If an acquittee is admitted to a state hospital, state hospital staff shall contact the CSB NGRI Coordinator and CSB discharge planner to notify them of the new admission. Hospital staff shall provide a copy of the admissions	*Within one (1) business day of admission*

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Initial NGRI Temporary Custody Evaluation Period			
CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
placed on Outpatient Temporary Custody (OPTC) status. If the CSB disputes case management CSB/discharge planning responsibility for the individual, the CSB shall notify the state hospital social work director (for reference, please see the definition of "case management CSB/CSB responsible for discharge planning" contained in the glossary of this document). For every NGRI admitted to a state facility or placed onto Outpatient TC status who is from the CSB's catchment area but is not currently open to services at that CSB, the CSB shall open the individual to consumer monitoring and assign case management and discharge planning responsibilities to the appropriate staff. CSB staff shall establish a personal contact (preferably in person) with the NGRI acquittee	*Upon notice of admission or start of OPTC period* *Upon notice of admission or start of OPTC period* *Within seven (7) calendar days of*	information/face sheet to the CSB, as well as the name and phone number of the social worker assigned and the name of the admitting unit. The Office of Forensic Services will provide the CSB NGRI Coordinator copies of the court order and contact information for the acquittee, court, attorneys, and DBHDS Forensic Coordinator that will be responsible for oversight of the evaluation process. Hospital staff will provide the CSB timely updates on the Temporary Custody evaluators' findings, copies of all reports including the IARR, and updates on court dates during the Temporary Custody period. In cases where one or both evaluators recommend conditional or unconditional release from Temporary Custody, the state	*Within (7) calendar days of admission or start of OPTC period* *Within two (2) business days* *Within one (2) business days of*

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Initial NGRI Temporary Custody Evaluation Period			
CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
in order to initiate collaborative discharge planning. For Outpatient TC cases, CSB staff are responsible for identifying treatment and support needs in the community, initiating referrals for services, and communicating any updates on the individual's progress to the DBHDS facility's Forensic Coordinator and Office of Forensic Services. The CSB NGRI Coordinator shall develop and transmit to the state hospital a fully developed conditional release plan (CRP) or unconditional release plan (UCRP) with all required signatures. If an NGRI acquittee is approved by the court for Conditional or Unconditional Release following the Temporary Custody period, the	*admission or start of OPTC period* *Upon start of OPTC period and Ongoing* *By the deadline indicated by the state hospital* *Upon receipt of court order approving release*	hospital will notify the CSB via email of the need to prepare a written Conditional or Unconditional Release Plan and the due date for the plan to be returned. The state hospital will establish a due date no less than ten (10) business days from notification. The hospital will work jointly with the CSB in the development of the Conditional or Unconditional Release Plan. Hospital staff will provide notice to the CSB of the outcome of the Temporary Custody court hearing and copies of any orders issued from that hearing.	*receipt of the evaluation(s)* *Ongoing* *Within two (2) business days of the court hearing or receipt of order*

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Initial NGRI Temporary Custody Evaluation Period			
CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
CSB is responsible for implementing the release plan.			
NGRI Inpatient Commitment for Treatment			
The CSB NGRI Coordinator and/or the CSB discharge planner will attend inpatient CTP and TPR meetings in person whenever possible. At a minimum, the CSB staff who is assigned lead discharge planning responsibilities shall participate in treatment team meetings and discharge planning meetings; however, it is most advantageous if both staff can participate in treatment teams as much as possible. If the CSB NGRI Coordinator is unable to attend CTP and TPR meetings, the CSB discharge planner will ensure that they receive a summary update following each meeting. However, the CSB NGRI Coordinator shall attend any CTP and TPR meetings for NGRI patients with approval for unescorted	*Ongoing* *Ongoing*	State hospital staff shall inform the CSB NGRI Coordinator and CSB discharge planner by email of the date and time of CTP and TPR meetings. The initial CTP meeting shall be held within seven calendar days of admission. If CTP and TPR meetings must be changed from the originally scheduled time, the state hospital shall ensure that the CSB is made aware of this change via email. It is expected that the state hospital will provide alternative accommodations (such as	*At least two (2) business days prior to the scheduled meeting* *Within seven (7) calendar days of admission* *At least two (2) business days prior to the rescheduled meeting* *Ongoing*

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Initial NGRI Temporary Custody Evaluation Period			
CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
community not overnight privileges and higher. If CSB staff are unable to physically attend the CTP or TPR meeting, the CSB may request arrangements for telephone or video conference. The individual assigned to take the lead in discharge planning will ensure that other relevant parties (CSB program staff, private providers, etc.) are engaged with state hospital social work staff. In the event that the arrangements above are not possible, the CSB shall make efforts to discuss the individual's progress towards discharge with the state hospital social worker within two business days of the CTP or TPR meeting.	*Ongoing* *Ongoing* *Within two (2) business days of the missed meeting*	phone or video) if CSB staff are unable to attend in person, and that meetings will be scheduled so that liaisons can participate in as many treatment team meetings as possible. State hospital staff shall provide notice to the CSB NGRI Coordinator of any meetings scheduled to review an acquittee's appropriateness for a privilege increase or release. The state hospital shall provide notice to the CSB NGRI Coordinator of the need for a risk management plan (RMP), a Conditional Release Plan (CRP), or an Unconditional Release Plan (UCRP) once the determination has been made that a privilege request packet must be developed. This notification will be emailed and will include a deadline by which the CSB should submit the required documentation; at a minimum the CSB should	*At least two (2) business days prior to the scheduled meeting* *Within two (2) business days of identifying the need for a RMP, CRP, or UCRP*

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Initial NGRI Temporary Custody Evaluation Period			
CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
The CSB NGRI Coordinator shall review, edit, sign, and return the risk management plan (RMP) for individuals adjudicated as NGRI. The CSB NGRI Coordinator shall develop and transmit to the state hospital a fully developed conditional release plan (CRP) or unconditional release plan (UCRP) with all required signatures by the due date indicated.	*Within seven (7) business days of receiving the draft RMP from the state hospital* *By the deadline indicated by the state hospital*	be provided 10 business days to supply the necessary product.	
Note: Virginia Code §§ 19.2-182.2, 19.2-182.5 (C), and 19.2-182.6(C) explicitly require CSBs or BHAs to plan for conditional release in conjunction with hospital staff and to implement the conditional release plan approved by the court. The conditional release plan shall be prepared jointly by the hospital and the CSB or BHA where the acquittee shall reside upon conditional release. **Note:** For some NGRI patients, the RMP or CRP may involve more than one CSB. It is essential that the CSB responsible for the development of these plans communicates effectively with other involved CSBs and ensures that these plans are signed as soon as possible according to the time frames above.			

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Initial NGRI Temporary Custody Evaluation Period			
CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Note: While it may not be possible for the CSB to attend every treatment planning meeting, participation in person or via phone or video conference is expected. This is the most effective method of developing comprehensive treatment goals and implementing efficient and successful discharge plans.			

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V. Needs Assessment

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Discharge planning begins at the point of admission and continues throughout hospitalization. This should include those released at hearing. In completing the discharge plan, the CSB shall consult with the individual, members of the treatment team, the surrogate decision maker, and (with consent) family members or other parties, to determine the preferences of the individual upon discharge. The CSB shall obtain required releases of information. The discharge plan shall include: • The anticipated date of discharge from the state hospital • The identified services needed for successful community placement and the frequency of those services	*At admission and ongoing thereafter* *At admission and ongoing thereafter* *As soon as possible upon admission and ongoing*	The state hospital social worker shall complete the comprehensive social work assessment. This assessment shall provide information to help determine the individual's needs upon discharge. The treatment team shall document the individual's preferences in assessing their unique needs upon discharge.	*Prior to the CTP (or within 72 hours as noted by TJC)* *Ongoing*

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
• The specific public and/or private providers that have agreed to provide these services • If returning to jail, outline a plan for CSB follow-up in the jail until the individual's return to the community.			
CSB shall assist with any required forms of identification, or obtaining required documents that an individual may already have.	*As needed*	The state hospital shall assess if any form of identification will be required for discharge planning purposes, what forms of identification the individual may already have available, and begin the process of obtaining identification if needed	*Within one (1) week of admission*
If the individual's needs change or as more specific information about the discharge plan becomes available, the CSB staff shall update the discharge plan accordingly	*Ongoing*	As an individual's needs change, the hospital social worker shall document changes in their progress notes and through communications/meetings with the CSB.	*Ongoing*
Note: The CSB and the state hospital treatment team shall ascertain, document, and address the preferences of the individual and the surrogate decision maker as to the placement upon discharge. These preferences shall be addressed to the greatest degree possible in determining the optimal and appropriate discharge placement (please see attached memo regarding patient choice in state hospital discharges)			

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VI. Pre-Discharge Planning

Note: please see glossary for information regarding state and federal regulations concerning release of information for discharge planning purposes

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
For the following services, the CSB shall confirm the availability of services, as well as the individual's appropriateness for services; or refer to a private provider for services: • Case management • Psychosocial rehabilitation • Mental health skill building • Permanent supportive housing • PACT/ICT • Other residential services operated by the CSB or region • Substance Use Services • PHP/IOP • Individual/group therapy • Other relevant services	*Within five (5) business days of receiving the referral*	The state hospital treatment team shall review discharge needs on an ongoing basis. If referrals for the following services are needed for the individual, the hospital social worker shall refer the individual to the CSB responsible for discharge planning for assessment for eligibility • Case management • Psychosocial rehabilitation • Mental health skill building • Permanent supportive housing • PACT/ICT • Other residential services operated by the CSB or region • Substance Use Services • PHP/IOP • Individual/ group therapy • Other relevant services	*Within two (2) business days of the treatment team identifying the need for the services*

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
The CSB shall share the outcome of the assessment and the date when the services will be available with the hospital treatment team.	*Immediately upon completion of the assessment*		
		Individuals Returning to Jail: The treatment team social worker in collaboration with the state hospital Forensic Coordinator will ensure the treatment team has a copy of the jail medication formulary. For medications that are not on the jail formulary but that the prescriber believes is necessary for patient care, the current prescriber will consult with the jail medical provider prior to the individual's return to jail and incorporate into the discharge plan the support needed for ongoing stability.	*Ongoing*
NGRI Acquittees: The CSB Executive Director shall appoint an individual with the	*Ongoing;*		

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
appropriate knowledge, skills, and abilities to serve as NGRI Coordinator for their agency (please see glossary for specific requirements)	*Changes in assigned NGRI Coordinator should be communicated to DBHDS Central Office Forensics staff within two (2) business days*		
Guardianship: Upon being notified of the need for a guardian, the CSB shall explore potential individuals/agencies to serve in that capacity. If the CSB cannot locate a suitable candidate who agrees to serve as guardian and lack of a guardian is a barrier to discharge, they shall notify the state hospital to begin the process of referral for a DBHDS guardianship slot. They will provide relevant documentation of attempts to find suitable guardian.	*Within two (2) business days of notification* *Within ten (10) business days of notification of need for a guardian*	**Guardianship:** Evaluation for the need for a guardian shall start upon admission and be addressed at each treatment team meeting for all patients; both civil and forensic. Activities related to securing a guardian (if needed) start and continue regardless of a patient's discharge readiness level. The hospital social worker shall notify the CSB discharge planner that the treatment team has determined that the individual is in need of a guardian in order to be safely discharged.	*Ongoing* *Within two (2) business days of determination*

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
If DBHDS awards a Mental Health Guardianship slot to the individual and the individual is accepted by a public or private guardianship program, the CSB shall retain an attorney on behalf of the individual to file a guardianship petition with the court.	*Immediately upon notification of acceptance by the guardianship program*	If notified by the CSB that a suitable candidate for guardianship cannot be located, the state hospital shall begin the process of referring the individual to DBHDS Central Office for a DBHDS Guardianship slot. This referral shall include a comprehensive assessment of the individual's lack of capacity, and potential for regaining capacity. This assessment shall be shared with the CSB upon completion by the evaluating clinician. Guardianship referrals required for forensic patients hospitalized for restoration should be submitted immediately upon being found unrestorably incompetent to stand trial (URIST) by the court.	*Immediately upon notification by the CSB of the need for a DBHDS guardianship slot*
Note: Discharge planning should include an evaluation of patient preferences in addition to their support and service needs based on least restrictive settings and available resources. DBHDS funded programs and services must be exhausted before DAP funding can be utilized. CSB shall keep a tracking sheet of all referrals made, date referred, follow-up dates, and outcomes.			

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Permanent Supportive Housing (PSH)			
The CSB shall obtain verbal consent and releases, if necessary, from the individual or the surrogate decision maker to make referral to PSH program.	*As soon as PSH is being considered, and prior to the individual being determined to be RFD*	The state hospital shall assist in the facilitation of interviews/assessments required by PSH provider	*Upon request*
The CSB shall obtain required documentation and send the referral packet to the PSH program.	*As soon as PSH is being considered, and prior to the individual being determined to be RFD*	The state hospital will provide any copies of vital records and financial (benefits) information to the CSB for PSH application	*Within one (1) business day of request from CSB*
The CSB will determine options for a step-down, such as a hotel, while PSH unit is pending.	*As soon as accepted to PSH program*		
If a patient is denied, the CSB should attempt to obtain the reason for denial	*Upon notice of denial*		

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Transitional			
The CSB shall obtain verbal consent and releases, if necessary, from the individual or the surrogate decision maker to make referral to transitional program.	*As soon as a transitional housing is being considered, and prior to the individual being determined to be RFD*	The state hospital shall assist in the facilitation of interviews/assessments required by transitional provider.	*Upon request*
The CSB shall obtain required documentation and send the referral packet to the transitional program.	*Within two (2) business days of becoming discharge ready level 2*	The state hospital will provide any copies of vital records and financial (benefits) information to the CSB for transitional application	*Within one (1) business day of request from CSB*
CSB will refer to PSH prior to discharge if the individual will transition to PSH upon completion of transitional program.	*Simultaneously with referrals for transitional*	The state hospital will document in the EHR and in the hospital discharge instructions that the individual is recommended for PSH, if appropriate, upon completion of transitional program.	*Prior to discharge*
If a patient is denied, the CSB should attempt to obtain the reason for denial	*Upon notice of denial*		

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Mental Health Group Homes			
The CSB shall obtain verbal consent and releases, if necessary, from the individual or the surrogate decision maker to make referrals to mental health group homes.	*As soon as a mental health group home is being considered, and prior to the individual being determined to be RFD*	The state hospital shall assist in the facilitation of interviews/assessments required by transitional provider	*Upon request*
The CSB shall obtain required documentation and send the referral packet to mental health group homes.	*Within two (2) business days of becoming discharge ready level 2*	The state hospital will provide any copies of vital records and financial (benefits) information to the CSB for transitional application	*Within one (1) business day of request from CSB*
If a patient is denied, the CSB should attempt to obtain the reason for denial	*Upon notice of denial*		

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Exhibit K
Collaborative Discharge Requirements for Community Services Boards and State Hospitals

Contract No. P1636.CSBCode.3

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Assisted Living (ALF) referrals:		**Assisted Living (ALF) referrals:**	
The CSB shall obtain verbal consent and releases from the individual or the surrogate decision maker to begin initial contacts to facilities regarding bed availability and willingness to consider the individual for placement.	*As soon as an ALF is being considered, and prior to the individual being determined to be RFD*	The state hospital will not recommend congregate settings without first completing the housing first evaluation to determine patient needs and preferences. The state hospital shall complete the UAI and DMAS-96	*Within five (5) business days of the individual being found discharge ready level 2*
The CSB shall obtain required documentation and send referral packets to multiple potential placements. The referrals are to be sent simultaneously.	*Within one (1) business day of receiving the UAI*	The state hospital shall transmit the UAI and DMAS- 96 to the CSB	*Immediately upon completion of the UAI*
		The state hospital shall assist the CSB in the facilitation of interviews/assessments required by potential ALF providers	*Upon request*
If the CSB does not receive a response from a potential placement, the CSB shall be follow up on the status of the referral. It is expected that the CSB will continue to communicate with the provider until a disposition decision is	*Within two (2) business days of sending the referral and at least weekly thereafter*		

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
reached or the patient discharges to a different placement. If a patient is denied, the CSB should attempt to obtain the reason for denial If it is determined that a secure Memory Care unit is recommended and that DAP will be required to fund this placement, the CSB shall completed the Memory Care Justification form, submit to the Community Transition Specialist for their hospital, and receive approval prior to referring to secure memory care units.	*Upon notice of denial* *Prior to referring to private pay Memory Care units*		
Nursing home (NH) referrals: The CSB shall obtain verbal consent and releases from the individual or the surrogate decision maker to begin initial contacts regarding bed availability and willingness to consider the individual for placement.	*As soon as an NH is being considered, and prior to the individual being determined to be RFD*	**Nursing home (NH) referrals:** The state hospital shall complete the UAI	*Within five (5) business days of the individual being found discharge ready level 2*

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
The CSB shall obtain required documentation and send referral packets to multiple potential placements. The referrals are to be sent simultaneously.	*Within one (1) business day after receiving the UAI*	For individuals who require PASRR screening, the state hospital shall send the referral packet to Maximus.	*Within one (1) business day of RFD date*
		The results of the level 2 PASRR screening shall be transmitted to the CSB.	*Immediately upon receipt of the screening results*
If the CSB does not receive a response from a potential placement, the CSB shall be follow up on the status of the referral. It is expected that the CSB will continue to communicate with the provider until a disposition decision is reached or the patient discharges to a different placement.	*Within two (2) business days of sending the referral and at least weekly thereafter*		
		The state hospital shall assist the CSB in the facilitation of interviews/assessments required by potential nursing home providers.	*Upon request*
If a patient is denied, the CSB should attempt to obtain the reason for denial.	*Upon notice of denial*		

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Shelter placements: In the case of out of catchment shelter placements, CSB staff shall notify the CSB that serves the catchment area of the shelter and will follow the procedures as outlined in the CSB transfers section for out of catchment placements.	 *As soon as shelter discharge is identified as the discharge plan*	**Shelter placements:** If discharge to a shelter is clinically recommended and the individual or their surrogate decision maker agrees with this placement, the hospital social worker shall document this recommendation in the medical record. The hospital social worker shall notify the director of social work when CSB consultation has occurred. The director of social work shall review the plan for discharge to a shelter with the medical director (or their designee). Following this review, the medical director (or designee) shall document endorsement of the plan for discharge to a shelter in the individual's medical record. In the case of out of catchment shelter placements, hospital staff shall notify both the CSB responsible for discharge planning, as well as the CSB that serves the catchment area of the shelter.	 *Prior to discharge*

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Individuals with a developmental disability (DD) diagnosis:		**Individuals with a developmental disability (DD) diagnosis:**	
The CSB liaison and support coordinator shall participate in the development and updating of the discharge plan, including attending and participating in treatment team meetings, discharge planning meetings, census management and other related meetings.	*Within one (1) business day of admission*	Upon identification than an individual admitted to the state hospital has a DD diagnosis, the hospital social work director shall notify the CSB liaison/case manager and the CSB DD director (or designee).	*Immediately upon notification of diagnosis*
		The state hospital shall notify the designated CSB lead for discharge planning of all relevant meetings, as well as the REACH hospital liaison (if REACH is involved) so attendance can be arranged.	*Ongoing*
The CSB shall send referrals to multiple potential placements. The referrals are to be sent simultaneously. If the CSB does not receive a response from a potential placement, the CSB shall follow up on the status of the referral. It is expected that the CSB will continue to communicate with the provider until a disposition decision is reached or the patient discharges to a different placement.	*Within ten (10) business days of request for services*	The state hospital shall assist the CSB in compiling all necessary documentation to implement the process for obtaining a DD waiver and/or bridge funding. This may include conducting psychological testing and assessments as needed.	*Ongoing. Required psychological testing and assessment shall be completed within 21*

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
The CSB shall assist in scheduling tours/visits with potential providers for the individual and/or the individual's surrogate decision maker.	*Immediately upon notification of need*	The state hospital shall serve as a consultant to the DD case manager as needed.	*calendar days of referral* *Ongoing*
The CSB shall locate and secure needed specialists who will support the individual in the community at discharge.	*Within three (3) business days of admission*	The state hospital shall assist with coordinating assessments with potential providers.	*At the time that the individual is rated a discharge ready level 2*
If the individual is moving outside their home area, the CSB shall notify the CSB in which the individual will reside upon discharge	*Upon admission and ongoing*	The state hospital shall facilitate tours/visits with potential providers for the individual and/or the individual's surrogate decision maker.	*Ongoing*
If it is anticipated that an individual with a DD diagnosis is going to require transitional funding, the CSB shall complete an application for DD crisis funds.	*Immediately upon notification of need*	Note: When requested referrals or assessments are not completed in a timely manner, the state hospital director shall contact the CSB Executive Director to resolve delays in the referral and assessment process.	

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
The CSB will maintain contact with all service providers to ensure timely completion of tasks required for discharge.	*Ongoing*		
The Support Coordinator shall consult with the Community Integration Manager and or a Community Resource Consultant, as needed, to ensure required services are identified and in place prior to discharge. These supports may include, but are not limited to: • Therapeutic Consultation provider to develop, monitor, and revise a Behavior Support Plan • Customized Rate for increased staffing, specialized staffing, and or programmatic oversight • REACH Community Crisis Stabilization Support • Support training for residential provider staff	*As needed*		

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
• Private duty or skilled nursing • Day Services			

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VII. Readiness for Discharge

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Once the CSB has received notification of an individuals' readiness for discharge, they shall take immediate steps to implement the discharge plan	*Immediately upon notification*	The treatment team shall assess and rate the clinical readiness for discharge for all individuals The state hospital social worker shall notify the CSB and DBHDS Community Transition Specialist through the use of email when the treatment team has made a change to an individual's discharge readiness rating. This includes when an individual is determined to be ready for discharge and no longer requires inpatient level of care. Or, for voluntary admissions, when consent has been withdrawn.	*A minimum of weekly* *Within one (1) business day*
CSB liaisons will provide a discharge planning update on all of their patients rated clinically ready for discharge (level 1) weekly either via email or participation in the census management meeting.	*Weekly by Close of business Friday*	The state hospital shall use encrypted email to provide notification to each CSB's liaison, DS director if applicable the liaison's supervisor, the CSB behavioral health director or equivalent, the CSB executive director, the state hospital social work director, the state hospital director, the appropriate Regional	*Weekly, no later than Wednesday*

		Manager, and the Central Office Community Transition Specialist, Community Integration Manager (and others as appropriate) of every individual who is ready for discharge, including the date that the individual was determined to be clinically ready for discharge. **Note**: These notifications and responses shall occur for all individuals, including individuals who were diverted from other state hospitals. Upon receipt of the CSB liaison's update, the state hospital will review	

VIII. Finalizing Discharge

Joint Responsibility of the State Hospital, CSB, and DBHDS Central Office
At a minimum, the state hospital and CSB staff shall review individuals rated a 1 on the clinical readiness for discharge scale on a weekly basis and document in the EHR on the identified form. Individuals rated a 2 on the clinical readiness for discharge scale shall be jointly reviewed at least once per month. To ensure that discharge planning is occurring at an efficient pace, the CSB shall provide updated discharge planning progress that shall be documented

in these reviews. The regional utilization structures shall review at least monthly the placement status of those individuals who are on the EBL.

The Office of Patient Clinical Services shall monitor the progress of those individuals who are identified as being ready for discharge, with a specific focus on individuals who are on the EBL.

When a disagreement between the state hospital and the CSB occurs regarding the discharge plan for an individual, both parties shall attempt to revolve the disagreement and will include the individual and their surrogate decision maker, if appropriate. If these parties are unable to reach a resolution, the state hospital will notify their Central Office Community Transition Specialist within three business days to request assistance in resolving the dispute.

Please see EBL definition in Glossary.

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
In the event that the CSB experiences extraordinary barriers to discharge and is unable to complete the discharge within seven (7) calendar days of the determination that the individual is clinically ready for discharge, the CSB shall document in the CSB medical record the reason(s) why the discharge cannot occur within seven (7) days of determination.	*Within seven (7) calendar days of determination that individual is clinically ready for discharge*		

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The documentation shall describe the barriers to discharge (i.e. reason for placement on the Extraordinary Barriers List (EBL) and the specific steps being taken by the CSB to address these barriers.			
The reduce readmissions to state hospitals, CSBs, in conjunction with the treatment team, shall develop and complete (when clinically indicated) a safety and support plan as part of the individual's discharge plan **Note**: Safety and support plans are generally not required for court-ordered evaluations, restoration to competency cases, and jail transfers; however, at the clinical discretion of the CSB and/or treatment team, the development of a safety and support plan may be advantageous when the individuals presents significant risk factors, and for those individuals who will be returning to the community following a brief incarceration period.	*Prior to discharge*	The state hospital shall collaborate and provide assistance in the development of safety and support plans **Note**: Safety and support plans are generally not required for court-ordered evaluations, restoration to competency cases, and jail transfers; however, at the clinical discretion of the CSB and/or treatment team, the development of a safety and support plan may be advantageous when the individuals presents significant risk factors, and for those individuals who will be returning to the community following a brief incarceration period.	*Prior to discharge*

Exception: Due to having a risk management plan as part of the conditional release plan, NGRI acquittees do not require a safety and support plan.		**Exception**: Due to having a risk management plan as part of the conditional release plan, NGRI acquittees do not require a safety and support plan	
If an individual would benefit from a trial pass due to clinical reasons, the CSB will make a request to the hospital to include the clinical reasons the pass is being requested. If a trial pass is approved, the CSB will take the lead on planning to include collaborating with the hospital on transportation, The CSB shall check in daily with the identified provider to include any problem	*Prior to discharge, as needed* *Once approved* *Daily*	Trial passes to an identified placement are approved on a case-by-case basis. The hospital will collaborate with the CSB and identified placement to address any issues that may arise during a trial pass. This will include set time and completion of an approved pass form with contacts, obligations, and agreement from facility to hold the individual.	*Upon request* *Upon request*

solving for issues that may arise. The CSB will keep the hospital informed. If the trial pass is a pass to discharge, the CSB will continue with discharge planning activities and confirm with the identified provider that discharge will move forward. until the individual is officially discharged.	*As needed*		

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CSB staff shall ensure that all arrangements for psychiatric services and medical follow up appointments are in place.	*Prior to discharge*	The state hospitals shall complete the H&P, PPD, other admissions paperwork, and signed orders for the placement.	*As soon as placement is identified*
CSB staff shall ensure the coordination of any other intra-agency services (e.g. employment, outpatient services, residential, etc.) and follow up on applications for entitlements and other resources submitted by the state hospital.	*Prior to and following discharge*	The state hospitals shall provide medication and/or prescriptions upon discharge.	*At discharge*
The CSB case manager, primary therapist, or other designated clinical staff shall schedule an appointment to see individuals who have been discharged from a state hospital.	*Within seven (7) calendar days, or sooner if the individual's condition warrants*		
The CSB case manager, discharge liaison, or other designated clinical staff shall ensure that an appointment with the CSB (or private) psychiatrist is scheduled when the individual is being discharged on psychiatric medications.	*Within seven (7) calendar days of discharge*		

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Benefit applications: For any patient who is committed to a state facility (or CMA), and whose hospital stay is less than 30 days, the CSB shall initiate applications for Social Security benefits. The CSB shall complete the SSA-1696 Appointment of Representative Form and provide a copy to the hospital social worker or benefits coordinator. The CSB shall contact the entity responsible for processing entitlement applications (SSA, DSS, etc.) to ensure that the benefits application has been received and that these entities have all required documentation. If benefits are not active with 30 days of the patient's discharge, the CSB shall again contact the entity responsible for processing the entitlement application in order to expedite benefit approval.	*As soon as a discharge date is finalized* *Within three (3) business days of being requested* *Upon submission* *30 days post-discharge, and every 15 days thereafter until benefits are active*	**Benefit applications:** State hospital staff will verify insurance and benefits upon admission. State hospital staff shall initiate applications for Medicare, Medicaid, Social Security benefits, Auxiliary Grant, and other financial entitlements as necessary. Applications shall be initiated in a timely manner per federal and state regulations **Note**: For patients whose hospital stay is less than 30 days, the CSB will be responsible for Social Security applications **Note**: For patients that will be applying for an Auxiliary Grant some exceptions may apply for programs with other agreements. *State hospital will request that the CSB complete the SSA-1696.* To facilitate follow-up, if benefits are not active at the time of discharge, the state hospital shall notify the CSB of the type of entitlement application, as well as the date it	*Prior to discharge and per federal and state regulations* *When SSA benefits are being applied for*

		was submitted, and include a copy of entitlement applications with the discharge documentation that is provided to the CSB.	

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Vital Documents: For any patient who is committed to a state facility (or CMA), and whose hospital stay is less than 30 days, the CSB shall initiate acquiring vital documents if patient cannot provide those. The CSB shall complete the SSA-1696 Appointment of Representative Form and provide a copy to the hospital social worker or benefits coordinator. The CSB shall contact the entity responsible for acquiring these items (SSA, DMV, VDH, etc.) to ensure that the information has been received and what these entities may require for documentation. If vital documents have not been acquired within 30 days of the patient's discharge, the CSB shall again contact the entity responsible for processing.	*As soon as admission occurs* *Within three (3) business days of being requested* *Upon submission* *30 days post-discharge, and every 15 days thereafter until acquired*	**Vital Documents:** State hospital staff will verify vital documents upon admission. State hospital staff shall initiate applications for Photo ID's, Birth Certificates, Social Security cards, and other documents as necessary. Applications shall be initiated in a timely manner per federal and state regulations *State hospital will request that the CSB complete the SSA-1696.* To facilitate follow-up, if vital documents are not active at the time of discharge, the state hospital shall notify the CSB of the type of the vital documents still needed, as well as the date it was requested, and include a copy of any applications with the discharge documentation that is provided to the CSB	*Prior to discharge and per federal and state regulations* *When SSA benefits are being applied for*

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Discharge Transportation: The CSB shall ensure that discharge transportation is arranged for individuals discharging from state hospitals. **Note**: When transportation is the only remaining barrier to discharge, the state hospital and CSB will implement a resolution process for resolving transportation issues when these are anticipated to result in discharges being delayed by 24 hours or more.	*Prior to scheduled discharge date*	**Note**: When transportation is the only remaining barrier to discharge, the state hospital and CSB will implement a resolution process for resolving transportation issues when these are anticipated to result in discharges being delayed by 24 hours or more.	
		Discharge Instructions: The treatment team shall complete the discharge information and instructions form (DIIF). State hospital staff shall review the DIIF with the individual and/or their surrogate decision maker and request their signature. Distribution of the DIIF shall be provided to all next level of care providers, including the CSB.	*Prior to discharge* *At discharge* *At discharge*

		The state hospital medical director shall be responsible for ensuring that the physician's discharge summary is provided to the CSB responsible for discharge planning (and prison or jails, when appropriate)	

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Transfers between CSBs

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Transfers shall occur when an individual is being discharged to a different CSB catchment area than the CSB responsible for discharge planning. If a determination is made that an individual will be relocating post-discharge, the CSB responsible for discharge planning shall immediately notify the CSB affected.	*Prior to discharge as soon as accepting placement is confirmed*	The state hospital social worker shall indicate in the discharge instructions the Case Management CSB and the Discharge CSB to indicate a change in CSB.	*At discharge*
The CSB shall complete and forward a copy of the Out of Catchment Notification/Referral form to the receiving CSB. **see appendix for out of catchment referral	*Prior to discharge as soon as accepting placement is confirmed*		
Note: Coordination of the possible transfer shall, when possible, allow for discussion of resource availability and resource allocation between the two CSBs prior to the transfer. Exception to above may occur when the CSB, individual served, and/or their surrogate			

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
decision maker wish to keep services at the original CSB, while living in a different CSB catchment area. For individuals who are enrolled in CSB DD services, please follow the *Transferring Support Coordination/DD Waiver Slots* policy.			
At a minimum, the CSB responsible for discharge and the CSB that serves the discharge catchment area shall collaborate prior to the actual discharge date. The CSB responsible for discharge planning is responsible for completing the discharge plan, conditional release plan, and safety and support plan (if indicated), and for the scheduling of follow up appointments. While not responsible for the development of the discharge plan and the safety and support plan, the CSB that serves the catchment area where the patient will be discharged should be	*Prior to discharge as soon as accepting placement is confirmed*		

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
actively involved in the development of these plans. The arrangements for and logistics of this involvement are to be documented in the discharge plan and the individual's medical record. The CSB responsible for discharge planning shall provide the CSB that serves the catchment area where the patient will be discharging with copies of all relevant documentation related to the treatment of the individual.	*Within two (2) business days of notification of intent to transfer*		
If the two CSBs cannot agree on the transfer at discharge, they shall seek resolution from the Director of Clinical Services (or designee). The CSB responsible for discharge planning shall initiate this contact.			

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
NGRI Acquittees: The *Guidelines for the Management of Individuals Found Not Guilty by Reason of Insanity (Revised 2023)* indicate that individuals who have been found not guilty by reason of insanity may take up residence in any area of the state of their choosing. They are not required to return to the area from which they were originally acquitted by reason of insanity, nor to the jurisdiction where they lived prior to admission. All referrals for CSB case transfer of NGRI acquittee shall follow the standard transfer process as described above, including use of the Out of Catchment Notification/Referral Form (see appendix). CSBs shall not refuse to accept transfer of an NGRI case transfer unless they can clearly demonstrate that the necessary services or supports required to manage the acquittee's risk are unavailable through the CSB or private providers in the area and that the transfer would create increased risk to the community or the acquittee as a result. The CSB's current NGRI caseload size shall not be a reason for refusal to accept transfers. The court of jurisdiction MUST approve the placement for an insanity acquittee and their responsible CSB prior to placement in the community. This information will be identified in the proposed conditional release plan prepared by the referring CSB (with input from the receiving CSB).			

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Glossary

Acute admissions or acute care services: Services that provide intensive short-term psychiatric treatment in state mental health hospitals.

Case management CSB/CSB responsible for discharge planning: The public body established pursuant to § 37.2-501 of the *Code of Virginia* that provides mental health, developmental, and substance abuse services within each city and county that established it and in which, in the case of a minor, a minor's parent or legal guardian resides, or for adults, the adult resides or in which surrogate decision maker resides. The case management CSB is responsible for case management and liaising with the hospital when an individual is admitted to a state hospital, and for discharge planning. If the individual, surrogate decision maker, or parent/legal guardian (in the case of a minor) chooses for the individual to reside in a different locality after discharge from the state hospital, the CSB serving that locality becomes the receiving CSB and works with the CSB responsible for discharge planning/referring CSB, the individual, and the state hospital to affect a smooth transition and discharge. The CSB responsible for discharge planning is ultimately responsible for the completion of the discharge plan. Reference in these protocols to CSB means CSB responsible for discharge planning, unless the context clearly indicates otherwise.

Case management/ CSB responsible for discharge planning designations may vary from the definition above under the following circumstances:

- When the individual's living situation is unknown or cannot be determined, or the individual lives outside of Virginia, the CSB responsible for discharge planning is the CSB which completed the pre-screening admission form.
- For individuals who are transient or homeless, the CSB serving the catchment area in which the individual is living or sheltered at the time of pre-screening is the CSB responsible for discharge planning.
- When a CSB other than the pre-screening CSB is continuing to provide services and supports to the individual, then the CSB responsible for discharge planning is the CSB providing those services and supports.

- For individuals in correctional facilities, in local hospitals, or Veteran's Administration facilities, or in regional treatment/detox programs, the CSB responsible for discharge planning is the CSB serving the catchment area in which the individual resided prior to incarceration, or admission to local hospitals, Veterans Administration facilities, or regional detox programs
- In instances in which there is a dispute related to which CSB is responsible for discharge planning, the state hospital will work collaboratively with the CSBs involved to determine which CSB is responsible within two business days. If resolution cannot be reached, the state hospital will contact their Community Transition Specialist who will make a determination based on the available information.

Census Management Meetings: Collaborative meetings that are consistently facilitated between CSBs and state facilities in an effort to address barriers to discharge.

Comprehensive treatment planning meeting (CTP): A meeting which follows the initial treatment meeting and occurs within seven days (three days for children/adolescents) of admission to a state hospital. At this meeting, the individual's comprehensive treatment plan (CTP) is developed by the treatment team in consultation with the individual, the surrogate decision maker (or parent/legal guardian for minors), the CSB and, with the individual's (parent/legal guardian for minors) consent, family members and private providers. The purpose of the meeting is to guide, direct, and support all treatment aspects for the individual.

Co-occurring disorders: Individuals are diagnosed with more than one, and often several, of the following disorders: mental health disorders, developmental disability, or substance use disorders. Individuals may have more than one substance use disorder and more than one mental health disorder. At an individual level, co-occurring disorders exist when at least one disorder of each type (for example: a mental health and substance use disorder or developmental disability and mental health disorder) can be identified independently of the other and are not simply a cluster of symptoms resulting from a single disorder.

Discharge plan or pre-discharge plan: Hereafter referred to as the discharge plan, means an individualized plan for post-hospital services that is developed by the case management CSB in accordance with § 37.2-505 and § 16.1-346.1 of the Code of Virginia in consultation with

the individual, surrogate decision maker, parent/legal guardian (in the case of minors) and the state hospital treatment team. This plan must include the mental health, developmental, substance abuse, social, educational, medical, employment, housing, legal, advocacy, transportation, and other services and supports needed by the individual, consistent with subdivision A.3 of § 37.2-505, following an episode of hospitalization and must identify the public or private providers that have agreed to provide these services and supports. The discharge plan is required by § 37.2-505, § 16.1-346.1, and § 37.2-508 of the Code of Virginia.

Extraordinary Barriers List (EBL):

- Patients with a civil legal status who have been identified as 1- clinically ready for discharge and who have been RFD for 31+ days with a primary need of Willing Provider, Guardianship, Individual or Guardian unwilling to work toward discharge.
- Patients with a civil legal status who have been identified as 1- clinically ready for discharge RFD for 16+ days with a primary need of DD waiver process or Other.
- Patients with other barriers not resolved after escalation

EBL meeting: Refers to the twice monthly meetings for children and adolescents on the Extraordinary Barriers List at CCCA. Meetings are held every second and fourth week on Tuesdays, Wednesdays, and Thursdays, and include the CCCA treatment team, community providers, case managing CSB, parent/legal guardian, DBHDS Community Transition Specialist, and other DBHDS staff and community partners as needed. These meetings focus on discharge planning, addressing the significant barriers identified by participants.

Forensic Discharge Planners (CSB): (see *"DBHDS Forensic Discharge Planner Protocol for Community Service Boards & Local and Regional Jails," Revised 2023):* Refers to staff positions at the CSB that are funded by DBHDS to provide Forensic Discharge Planning to individuals with Serious Mental Illness (SMI) and co-occurring disorders who are in local or regional jails in Virginia. The forensic discharge planner is the single point of contact responsible for coordinating all necessary referrals and linkages within the jail and in the

community upon release. This individual should be a "boundary spanner," capable of navigating various criminal justice, clinical, and social services systems to ensure proper linkage. This role involves the development of a written discharge plan which prioritizes goals and objectives that reflect the assessed needs of the inmate. It also consists of care coordination with state hospital, community providers, and community supervision agencies, including the exchange of treatment records, communication of treatment needs, and linkage of clients with available services and support options upon release. In the context of state hospital admissions of individuals admitting from or returning to jail, the FDP staff are encouraged to participate in CTP/TRP meetings for individuals that they have determined qualify for services and who will be returning to jail from the state hospital. CSBs with FDP positions should leverage those positions to support the successful transition and discharge planning of individuals returning to jail following hospital discharge.

Forensic Evaluator: A licensed clinical psychologist or psychiatrist with specialized training, education, and experience in completing forensic evaluations.

High-Service Utilizer: A person admitted to a state hospital under a civil and/or pretrial forensic commitment 3 or more times within a 2-year period over the last 3 years. Due to the readmissions, this group may require special attention to discharge planning needs and placement in order to explore and address reasons for readmission and or repeated criminal justice involvement.

Involuntary admission: An admission of a minor that is ordered by a court through a civil procedure pursuant to § 16.1-346.1 §16.1-340-§ 16.1-345 of the *Code of Virginia.*

Level 2 PASRR Screening: Federal law requires that all individuals (regardless of payer source) who apply as a new admission to a Medicaid-certified nursing facility (NF) be evaluated for evidence of possible mental illness or developmental disability. This evaluation and determination are conducted to ensure that individuals are placed appropriately, in the least restrictive setting possible, and that individuals receive needed services, wherever they are living. The process involves two steps, known as Level 1(UAI) and Level 2 screening. The use of a Level 1 and Level 2 screening and evaluation is known as the Preadmission Screening and Resident Review

(PASRR) process. In Virginia, level 2 PASRR screenings are conducted by Ascend. Individuals with a sole or primary diagnosis of dementia are exempt from Level 2 screenings.

Minor: An individual who is under the age of 18 years. Any minor must have a legal guardian unless emancipated by a legal process. A minor who is 14 years of age or over must give consent for admission and treatment or a parent/legal guardian may consent to a voluntary objecting minor.

NGRI Coordinator (CSB):

Required knowledge:

- Understanding of the basic criminal justice process and the Virginia Code related to insanity acquittees
- Understanding of risk assessment and risk management in the community as well as the knowledge of what community resources are needed for risk management
- Ability to work with an interdisciplinary team
- Ability to communicate well, particularly knowledge of how to write to the court and how to verbally present information in a courtroom setting
- Knowledge of person-centered planning practices that emphasizes recovery principals.

Responsibilities:

1. Serving as the central point of accountability for CSB-assigned acquittees in DBHDS state hospitals
   a. Ensuring adequate and prompt communication with state hospital staff, Central Office staff, and their own agency staff related to NGRI patients
   b. Working with state hospital staff to resolve any barriers to treatment or release planning for NGRI patients

   c. Participating in all meetings where their presence is necessary in order to make decisions related to NGRI privilege increases or release
   d. Jointly preparing Risk Management Plans, Conditional Release Plans, or Unconditional Release Plans; Promptly responding to requests for modifications, reconciling differences, and returning signed documents to prevent delays to NGRI patient progress towards discharge
2. Serving as the central point for accountability and overseeing compliance of the CSB and the NGRI acquittee when court ordered for Conditional Release:
   a. Oversee compliance of the CSB with the acquittee's court-ordered Conditional Release Plan (CRP).
   b. Monitor the provision of CSB and non-CSB services in the CRP through agreed-upon means, including written reports, observation of services, satisfaction of the acquittee, etc.
   c. Assess risk on a continuous basis and make recommendations to the court
   d. Be the primary point of contact for judges, attorneys, and DBHDS staff.
   e. Coordinate the provision of reports to the courts & DBHDS in a timely fashion
   f. Assure that reports are written professionally and address the general and special conditions of the CRP with appropriate recommendations
   g. Prepare correspondence to the courts and DBHDS regarding acquittee non-compliance to include appropriate recommendations for the court to consider
   h. Provide adequate communication and coordinate the re-admission of NGRI acquittees to the state hospital when necessary
   i. Represent the CSB in court hearings regarding insanity acquittees
3. Maintain training and expertise needed for this role:
   a. Agree to participate in any and all DBHDS-developed training developed specifically for this role
   b. Agree to seek out consultation with DBHDS as needed
   c. Train other CSB staff and other provider staff (as appropriate) regarding the responsibilities of working with insanity acquittees, including the monthly and 6-month court report.

Exhibit K
Collaborative Discharge Requirements for Community Services Boards and State Hospitals

Contract No. P1636.CSBCode.3

Forensic Coordinator (State Hospital):

Required knowledge:

- Understanding of the basic criminal justice process and the Virginia Code related to pretrial defendants
- Serves as a liaison between the jails, courts, the state hospital, the Office of Forensic Services, and the Forensic Review Panel
- Ability to work with an interdisciplinary team
- Ability to communicate well, particularly knowledge of how to write to the court and how to verbally present information in a courtroom setting
- Knowledge of person-centered planning practices that emphasizes recovery principals.

Responsibilities:

1. Ensures compliance regarding admissions, transfers and discharges of patients transferred from jails or other correctional facilities in accordance with facility and Departmental policies and procedures; the laws of Virginia; court orders, NGRI Guidelines, and ethical and legal standards.
2. Ensures that patients transferred from correctional facilities are served in the most appropriate level of security.
3. Works collaboratively with admissions staff to ensure forensic patients are admitted according to DBHDS guidelines/Virginia statutes.
4. Reviews forensic waitlist daily, triages patients for admissions as needed
5. Works with CSB and medical/mental health staff in correctional facilities for care coordination.
6. Reviews each court order for pretrial hospitalization, evaluation, commitment, emergency treatment or temporary custody for legal sufficiency. If indicated, works with courts and attorneys to obtain revised court orders which meet legal standards and seeks assistance from the Office of Forensic Services, if needed.

7. Reviews, approves, and signs all correspondence to courts regarding forensic patients to ensure that policies and procedures are followed and comply with Virginia Code.
8. Communicates/consults with treatment teams and other staff regarding management decisions for patients transferred from jails.
9. Works closely with administrative assistant of forensic services and treatment team(s) and courts to monitor the schedules of due dates of reports and hearing dates. Maintains current listing of all scheduled court hearings, and due dates for reports to courts; ensure that appropriate persons and entities are notified of hearing dates and ensure that reports are submitted to court(s) on time
10. Supervises or collaborates with evaluation team or assigned evaluators for DBHDS.

Parent/legal guardian: (I) A biological or adoptive parent who has legal custody of the minor, including either parent if custody is shared under a joint decree or agreement, (ii) a biological or adoptive parent with whom the minor regularly resides, (iii) a person judicially appointed as a legal guardian of the minor or (iv) a person who exercises the rights and responsibilities of legal custody by delegation from a biological or adoptive parent, upon provisional adoption or otherwise by operation of law. The director of the local department of social services or his designee may stand as the minor's parent when the minor is in the legal custody of the local department of social services.

Primary substance use disorder: An individual who is clinically assessed as having one or more substance use disorder per the current Diagnostic and Statistical Manual of Mental Disorders (DSM) with the substance use disorder being the "principle diagnosis" (i.e. the condition established after evaluation to be chiefly responsible for the admission). The individual may not have a mental health disorder per the current DSM, or the mental health disorder is not the principle diagnosis.

Process Barriers: Any Barrier identified for an individual who is ready for discharge in which a CSB or State hospital process is causing a delay in movement to discharge. This includes identified CSB Tasks, Hospital tasks or Individuals with an identified discharge plan and a date is scheduled in the future.

Exhibit K
Collaborative Discharge Requirements for Community Services Boards and State Hospitals

Contract No. P1636.CSBCode.3

Releases of Information: The practice of authorizing a healthcare entity to release protected health information to other healthcare providers, non-healthcare organizations, or individuals. Obtained a signed release of information is best practice and should occur if at all possible; however, collaboration and information sharing for the purposes of discharge planning does not require a release of information, with the exception of SUD information protected by 42 CFR Part 2. While releases of information are best practice, they should not be a barrier to discharge. These activities are explained in the Code of Virginia § 37.2-839. Additionally please see HIPAA requirements on Treatment, Payment, & Health Care Operations. Lastly this provision is covered in the Human Right Regulations 12VAC35-115-80-B.8.g.

State hospital: A hospital or psychiatric institute, or other institution operated by DBHDS that provides acute psychiatric care and treatment for persons with mental illness.

Surrogate decision maker: A person permitted by law or regulations to authorize the disclosure of information or give consent for treatment and services, including medical treatment, or participation in human research, on behalf of an individual who lacks the mental capacity to make these decisions. A surrogate decision maker may include an attorney-in-fact, health care agent, legal guardian, or, if these are not available, the individual's family member (spouse, adult child, parent, adult brother or sister, or any other relative of the individual) or a next friend of the individual (defined in 12VAC35-115-146).

Treatment team: The group of individuals responsible for the care and treatment of the individual during the period of hospitalization. Team members shall include, at a minimum, the individual receiving services and their parent/legal guardian (if a minor), psychiatrist, a psychologist or psychosocial representative, a social worker, and a nurse. CSB staff shall actively participate, collaborate, and consult with the treatment team during the individual's period of hospitalization. The treatment team is responsible for providing all necessary and appropriate supports to assist the CSB in completing and implementing the individual's discharge plan.

Treatment plan: A written plan that identifies the individual's treatment, educational/vocational and service needs, and states the goals, objectives, and interventions designed to address those needs. There are two sequential levels of treatment plans:

Exhibit K
Collaborative Discharge Requirements for Community Services Boards and State Hospitals

Contract No. P1636.CSBCode.3

1. The "initial treatment plan (or "initial plan of care")," which directs the course of care during the first hours and days after admission; and
2. The "comprehensive treatment plan (CTP)," developed by the treatment team with CSB consultation, which guides, directs, and supports all treatment of the individual.

Treatment plan review (TPR): Treatment planning meetings or conferences held subsequent to the CTP meeting.

Exhibit K

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

CSB State Hospital Discharge Planning Performance Measures

1. Eligible patients will be seen by CSB staff (outpatient therapist, Forensic Discharge Planner, case manager, psychiatrist, etc.) within seven calendar days of discharge from a state hospital (assessments by emergency services are not considered follow-up appointments). 80% of eligible patients will be seen by a CSB clinical staff member within seven calendar days of the discharge date, either in the community or in a local or regional jail
2. CSBs will have a state hospital 30-day readmission rate of 7% or below
3. Civil Patients followed by CSBs will have an average length of stay on the extraordinary barriers list (EBL) of 60 days or less. CSBs that serve a population of 100,000 or more will have an average daily census of ten (10) beds or less per 100,000 adult and geriatric population. DBHDS shall calculate the CSBs' average daily census per 100,000 for the adult and geriatric population for patients with the following legal statuses: civil temporary detention order, civil commitment, court mandated voluntary, voluntary, and NGRI patients with 48 hours unescorted community visit privileges.

All data performance measure outcomes will be distributed to CSBs by DBHDS on a monthly basis or as available or be offered as a dashboard.

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EXHIBIT K
APPENDIX B - MEMO REGARDING PATIENT CHOICE AT DISCHARGE

COMMONWEALTH of VIRGINIA

ALISON G. LAND, FACHE
COMMISSIONER

DEPARTMENT OF
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MEMORANDUM

Re: Guidance Regarding Individual Choice and Discharge Options

As referenced in a memo that was distributed by Daniel Herr, Deputy Commissioner for Facility
Services on September 25, 2019, below is guidance that was developed in consultation with the DBHDS Office of Human Rights. This guidance concerns an individuals' choice as it relates to community-based discharge options and continuing inpatient hospitalization.

This guidance is based upon the following primary considerations.

- Human Rights:
  - It is a violation of an individual's right to remain in the state's most restrictive setting, i.e., state hospital, when a more integrated and less restrictive level of care is available and addresses the individual's risks and treatment needs;
  - An individual does not have a right for the state to provide multiple alternatives when there is an existing clinically appropriate option currently

available ; and ○ The individual does not have a right to remain in the hospital once a community based option is made available.

- Patient Care and Safety: Given the state hospital census crisis, the impact of overcrowding and high case-loads for patient and staff safety, quality of care, and potential for delayed admissions for individuals in the community, state hospitals have an affirmative obligation to provide treatment focused on rapid discharge. An individual in a state hospital does not have the choice of waiting for a "more ideal" community alternative when another clinically appropriate option is available.

Guidance

Once an individual is ~~clinically~~determined ready for discharge, and services and a placement are available to meet their community needs, DBHDS expects that the individual will be discharged to that placement as expeditiously as possible.

If an individual requires funding support through DAP, the CSB and state hospital must first refer the individual to any appropriate DBHDS contracted placement, such as a group home or assisted living facility. DAP funds for alternative placements will not be available to the individual if existing funded resources are available and appropriate.

When appropriate services and housing have been identified, the individual should promptly be scheduled for discharge. If the individual wishes to make alternative arrangements, the individual must make those arrangements prior to discharge, or make their preferred arrangements from the community setting post discharge. The individual may not delay their discharge for the purpose of putting preferred arrangements into place.

Virginia Department of Behavioral Health & Developmental Services

DAP SECURE MEMORY CARE JUSTIFICATION

Instructions:

With the assistance of the state hospital social worker, complete to determine patient's need for secure memory care.

Patient Name: Click or tap here to enter text.

SECURE MEMORY CARE NEEDS	
Has this individual been diagnosed with Major Neurocognitive Disorder (dementia)? If yes, please list specific diagnosis: Click or tap here to enter text.	Choose an item.
What is this individual's level of mobility? Does this individual require equipment in order to ambulate? If yes, explain_Click or tap here to enter text.	Choose an item.
Has this individual engaged in exit-seeking behaviors on a consistent basis while hospitalized? If yes, explain_Click or tap here to enter text.	Choose an item.
Can the individual be supported safely to a less restrictive setting with a monitoring device such as project lifesaver or wander guard? Click or tap here to enter text.	Choose an item.
Is this individual currently formally identified by the state hospital as an elopement risk?Click or tap here to enter text.	Choose an item.
Please provide a justification as to why a secure (locked) facility is the least restrictive setting appropriate for this individual's discharge from the state hospital:_Click or tap here to enter text.	Choose an item.

CSB DAP Coordinator Signature_____

Date _____

Revised 3/2020

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Exhibit K – Appendix D- Admission Notifications

Appendix D- Admission Notifications

Individuals to include in admission notification: hospital liaison, liaison supervisor, MH/Clinical Director, ID Director if applicable

EMAIL TEMPLATE:

For the purpose of continuity of care, we are informing you that an individual was admitted to XXXX from your CSB/BHA catchment area on XXXX

Patient Name:

MRN #

Admitted under (legal status):

Social Worker:

Please respond to the questions below. In addition, if there are any of the following documents at your agency - medical/psychiatric records, most recent notes, last assessment, and medication list, please fax them to xxx-xxx-xxxx or send them via encrypted email.

Is the individual open to a core service at the CSB/BHA (if yes, specify which service)?

Person responsible for discharge planning:

Name:

Phone:

Email:

Supervisor/administrator phone and email:

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EXHIBIT K
APPENDIX E - DISCHARGE DISPUTE PROCESS
PC Contract No. P1636.XXX.3

Appendix E Discharge Dispute Process

Discharge Readiness Dispute Process for State Hospitals, CSBs, and DBHDS Central Office

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EXHIBIT K
APPENDIX E - DISCHARGE DISPUTE PROCESS
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1. The CSB shall notify the state hospital social work director (or designee), in writing, of their disagreement with the treatment team's designation of the individual's clinical readiness for discharge within three calendar days (72 hours) of receiving the discharge readiness notification.

2. The state hospital social work director (or designee) shall initiate a resolution effort to include a meeting with the state hospital and CSB staff at a higher level than the treatment team (including notification to the CSB executive director and state hospital director), as well as a representative from the Central Office Patient of Clinical Services. This meeting shall occur within one business day of receipt of the CSB's written disagreement.

3. If the disagreement remains unresolved, the Central Office of Patient Clinical Services will immediately give a recommendation regarding the patient's discharge readiness to the DBHDS Deputy Commissioner or Designee. The Deputy Commissioner or designee shall provide written notice of their decision regarding discharge to the CSB executive director and state hospital director.

4. During the dispute process outlined above, the CSB shall formulate a discharge plan that can be implemented within three business days if the decision is in support of clinical readiness for discharge.

5. Should the Commissioner determine that the individual is clinically ready for discharge and the CSB has not developed a discharge plan to implement immediately, then the discharge plan shall be developed by the Department and the Commissioner may take action in accordance with Virginia Code § 37.2-505(A)(3).

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Exhibit K
Appendix F: Clinical Readiness Scale for State Psychiatric Hospitals with Psycho-Legal Considerations

PC Contract No. P1636XXX.3

Appendix F: Clinical Readiness Scale for State Psychiatric Hospitals with Psycho-Legal Considerations

Level 1 - Clinically Ready for Discharge (Civil and NGRI)

- Has met treatment goals and no longer requires inpatient hospitalization
- Is exhibiting baseline behavior that is not anticipated to improve with continued inpatient treatment
- No longer requires inpatient hospitalization, but individual/family/surrogate decision maker is reluctant to participate in discharge planning
- NGRI patients with approval to begin 48-hour passes*
- NGRI patient for whom at least one forensic evaluator has recommended conditional or unconditional release and there is a pending court date*
- NGRI on revocation status and treatment team and CSB recommend conditional or unconditional release and there is a pending court date*
- Any civil patient for which the barrier to discharge is not clinical stability

Level 1 – Ready for Discharge (Forensic)

Restoration (47)
Opined Competent and Ready for Discharge

- Competence related abilities no longer impaired by psychiatric symptom presentation and/or underlying capacity issues (ID/DD, neurocognitive symptoms, treatment resistant SMI, etc.)
- Demonstrates a factual/rational understanding of legal situation and able to assist attorney
- Post-restoration evaluation completed, and the forensic evaluator has opined competent to stand trial
- Discharge back to jail appropriate

Remains Incompetent to Stand Trial at 45 days (for qualifying misdemeanor charges) with Recommendation for Release

- Competence related abilities continue to be impaired by psychiatric symptom presentation and/or underlying capacity issues (e.g. ID/DD, neurocognitive symptoms, treatment resistant SMI, etc.)
- Does not demonstrate factual, rational and/or ability to assist attorney
- Restoration attempts and medication options have been exhausted and there are no additional interventions reasonably available
- Response to medications and restoration efforts are adequately documented in the medical chart to demonstrate lack of progress/improvement

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- Symptom presentation and or/underlying capacity as well as competency related abilities are not anticipated to improve with continued treatment
- If medication trials not attempted, clinical reasoning for maintenance of current medication is documented
- Post-restoration evaluation completed, and the forensic evaluator has opined URIST with recommendation for release
- Civil commitment not recommended and discharge back to jail is appropriate (or community if on bond)

Opined Unrestorably Incompetent to Stand Trial (URIST)

- Competence related abilities continue to be impaired by psychiatric symptom presentation and/or underlying capacity issues (e.g. ID/DD, neurocognitive symptoms, treatment resistant SMI, etc.)
- Does not demonstrate factual, rational and/or ability to assist attorney
- Restoration attempts and medication options have been exhausted and there are not additional interventions reasonably available
- Response to medications and restoration efforts are adequately documented in the medical chart to demonstrate lack of progress/improvement
- Symptom presentation and or/underlying capacity as well as competency related abilities are not anticipated to improve with continued treatment
- If medication trials not attempted, clinical reasoning for maintenance of current medication is documented

Unrestorable (URIST)-Recommendation for Release

- Post-restoration evaluation completed, and the forensic evaluator has opined URIST with recommendation for release
- Civil commitment not recommended and discharge back to jail is appropriate (or community if on bond)

Unrestorable (URIST) - Charges Continued (48)

- Post-restoration evaluation completed, and the forensic evaluator opined URIST. At the time of the evaluation, civil commitment was recommended and the court subsequently ordered civil commitment.
- Ongoing hospitalization not required and individual no longer meets civil commitment criteria, however the charges have been continued and the individual remains under custody of the jail
- Forensic Coordinator notified regarding discharge readiness and provided discharge details
- Forensic Coordinator provides appropriate communication to the court

- Main barrier to discharge is Commonwealth's Attorney opposition to discharge and/or the court has retained jurisdiction

Unrestorable (URIST)-Aggravated Murder Charge

- Post-restoration evaluation completed, and the forensic evaluator has opined URIST
- Forensic Coordinator notified regarding discharge readiness and provided discharge details
- Forensic Coordinator provides appropriate communication to the court
- Main barrier to discharge or transfer to another facility is court approval per the code

Evaluations for CST, MSO or both (42, 43, 44, 45, 95, 96, 97)

- May or may not demonstrate a factual/rational understanding, ability to assist attorney
- Evaluation completed and the forensic evaluator rendered an opinion
  - Opined competent - Discharge back to jail appropriate
  - Opined IST, outpatient restoration - Discharge back to jail appropriate
  - Opined IST, inpatient restoration – facility determines if discharge back to jail is appropriate or should remain in the hospital until restoration order received
- If opined competent to stand trial and an MSO also ordered, the MSO evaluation is completed
- If MSO evaluation only, the evaluation is completed

Emergency Treatment from Jail (51, 52, 53, 55, 56)

- Documentation, observation and assessment indicate no observed symptoms of mental illness, and/or self-reported symptoms are inconsistent with mental illness
- Symptoms of mental illness have improved with treatment and may or may not continue to be present to some degree
- No longer a substantial likelihood that, as a result of mental illness, the individual will, in the near future, cause harm to self or others, or lack capacity to protect self
- Can be safely managed in the jail and discharge back to jail appropriate

Level 2 - Almost Clinically Ready for Discharge (Civil & NGRI)

- Has made significant progress towards meetings treatment goals, but needs additional inpatient care to fully address clinical issues and/or there is a concern about adjustment difficulties

Exhibit K
Appendix F: Clinical Readiness Scale for State Psychiatric Hospitals with Psycho-Legal Considerations

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- Can take community trial visits to assess readiness for discharge; may have the civil privilege level to go on temporary overnight visits
- NGRI with unescorted community visits, not overnight privilege level

Level 2 – Almost Ready for Discharge (Forensic)

Restoration (47)

- Competence related abilities slightly impaired by psychiatric symptom presentation and/or underlying capacity issues (ID/DD, neurocognitive symptoms, treatment resistant SMI, etc.)
- Restoration is ongoing with consideration of specialized interventions that may be necessary depending on the nature of ongoing barriers to competency
- Response to medications and restoration efforts are adequately documented in the medical chart
- Demonstrates some factual/rational understanding of legal situation and/or ability to assist attorney
- Post-restoration evaluation not completed, and no opinion has been rendered by the forensic evaluator
- Referral for post-restoration evaluation anticipated within 30 days or less

Evaluations for CST and MSO (42, 43, 44, 45, 95, 96, 97)

- Two weeks post admission
- May or may not demonstrate a factual/rational understanding, ability to assist attorney
- Evaluation not completed
- Ongoing observation and documentation of psychiatric symptoms or other underlying capacity issues (ID/DD, neurocognitive symptoms, treatment resistant SMI, etc.) required
- Forensic Coordinator and/or assigned evaluator assesses appropriateness for evaluation or continued treatment
- If CST and MSO, assess appropriateness for completion of the MSO evaluation
- If MSO only, evaluator has been assigned and the evaluation is ongoing

Emergency Treatment from Jail (51, 52, 53, 55, 56)

- Significant improvement in symptoms of mental illness
- Continues to be substantial likelihood that, as a result of mental illness, the individual will, in the near future, cause harm to self or others, or lack capacity to protect self
- Cannot be safely managed at the jail

Level 3 - Not Clinically Ready for Discharge (Civil & NGRI)

- Has not made significant progress towards treatment goals and requires treatment and further stabilization in an acute psychiatric inpatient setting
- NGRI and does not have unescorted community visits privilege

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Exhibit K
Appendix F: Clinical Readiness Scale for State Psychiatric Hospitals with Psycho-Legal Considerations

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Level 3 – Not Ready for Discharge (Forensic)

Restoration (47)

- Competence related abilities significantly impaired by psychiatric symptom presentation and/or underlying capacity issues (ID/DD, neurocognitive symptoms, treatment resistant SMI, etc.)
- Lacks critical aspects of factual/rational understanding of legal situation, unable to assist attorney due to symptom presentation and/or underlying capacity issues
- Response to medications and restoration efforts are adequately documented in the medical chart
- Restoration is ongoing and targets main barrier to competency/symptoms or other issues impairing competence related abilities
- Post-restoration evaluation not completed, and no opinion has been rendered by the forensic evaluator
- Progress in restoration is considered in the context of average length of stay for restoration cases in the facility and cases beyond this number (or at 90 days) are escalated to the Forensic Coordinator and Clinical Leadership

Evaluations for CST and MSO (42, 43, 44, 45, 95, 96, 97)

- One week post admission
- May or may not demonstrate a factual/rational understanding, ability to assist attorney
- Evaluation not completed
- Ongoing observation, treatment and documentation of psychiatric symptoms or other underlying capacity issues (ID/DD, neurocognitive symptoms, treatment resistant SMI, etc.) required
- Forensic evaluator may be assigned to monitor the case
- Consult with the Forensic Coordinator for any MSO only orders given this discharge level

Emergency Treatment from Jail (51, 52, 53,55, 56)

- Some improvement in symptoms of mental illness
- Continues to be substantial likelihood that, as a result of mental illness, the individual will, in the near future, cause harm to self or others, or lack capacity to protect self
- Cannot be safely managed at the jail

Level 4 - Significant Clinical Instability Limiting Privileges and Engagement in Treatment (Civil & NGRI)

- Not nearing psychiatric stability
- Requires constant 24 hour a day supervision in an acute inpatient psychiatric setting

Exhibit K
Appendix F: Clinical Readiness Scale for State Psychiatric Hospitals with Psycho-Legal Considerations

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- Presents significant risk and/or behavioral management issues that requires psychiatric hospitalization to treat
- Unable to actively engage in treatment and discharge planning, due to psychiatric or behavioral instability

Level 4 – Significant Instability Limiting Engagement in Treatment (Forensic)

Restoration (47)

- Competence related abilities severely impaired by psychiatric symptom presentation and/or underlying capacity issues (ID/DD, neurocognitive symptoms, treatment resistant SMI, etc.)
- Lacks factual/rational understanding of legal situation, unable to assist in defense due to symptom presentation and/or underlying capacity issues
- Main barrier to competency/psychiatric symptoms or other issues impairing competence related abilities identified and interventions initiated
- Post-restoration evaluation not completed, and no opinion has been rendered by the forensic evaluator

Evaluations for CST and MSO (42, 43, 44, 45, 95, 96, 97)

- Evaluation should occur within 30 days or less
- May or may not demonstrate a factual/rational understanding, ability to assist attorney
- Observation and documentation of psychiatric symptoms or other underlying capacity issues (ID/DD, neurocognitive symptoms, treatment resistant SMI, etc.) initiated
- Consult with the Forensic Coordinator for any MSO only orders given this discharge level

Emergency Treatment from Jail (51, 52, 53, 55, 56)

- Presents with severe symptoms of mental illness
- There is substantial likelihood that, as a result of mental illness, the individual will, in the near future, cause harm to self or others, or lack capacity to protect self
- Cannot be safely managed at the jail

**For any patient in which the legal system (e.g. court system, probation, etc.) is required to approve their discharge plan, their designation on the discharge ready list should be noted with a double asterisk (**)*

Note: Discharge planning begins at admission and is continuously active throughout hospitalization, independent of an individual's clinically readiness for discharge rating.

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COMMUNITY SERVICES PERFORMANCE CONTRACT MASTER AGREEMENT AND SUPPLEMENTAL DOCUMENTS
Appendix G: Discharge Medication Protocol
Contract No.P1636.CSBCode.3

Beginning March 1, 2025, ALL state mental health hospitals will begin sending discharge prescriptions and medications as follows:

1. **For patients with <u>active</u> insurance:**

Up to 14 days eRx sent to pharmacy of choice

2. **For patients with <u>no active</u> insurance discharging to the community**:

Up to 14 days physical medications

3. **For patients discharging to <u>any</u> ALF/Jail/NH/Facility responsible for medication management:**

Up to 3 days physical medications, up to 14 days eRx sent to pharmacy of choice or Rx

4. **In <u>extenuating</u> circumstances, the Facility Medical Director may approve physical medications and/or a larger quantity of medications to ensure a successful discharge.**

As noted in the protocols, a psychiatric medication appointment is expected at the time of discharge. Please continue to work with the state hospitals to ensure a psychiatric medication appointment is available to the patient for continuity of care.

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Responsible Party Timeline			
Social Work	Confirm discharge date/time, and location. For patients with active insurance: Confirm preferred pharmacy for discharge medications. Provide information to relevant staff/teams within the facility	Confirm copay with pharmacy	Collaborate with nursing staff to ensure that any physical medications that are provided to the patient at discharge are ready and a staff person is designated to ensure that the medications are given to the patient prior to leaving the facility.
Pharmacy	For prescriptions called into pharmacies: Confirm that prescriptions are received by pharmacies and available. Verify copay and communicate with Social Work. Verify any prior auth and communicate to physician.	For medications that will be distributed at discharge: Prepare medications according to physician's order and ensure they are available at the time of discharge.	
Physician	Patients with insurance: Confirm discharge medication, routes, and dosages. Patients with insurance going to non-supervised settings: Send prescription for discharge medications to pharmacy of choice Patients with insurance going to supervised settings or jail: Confirm order for facility to provide a supply of 3 days of medications at discharge; Send prescription for discharge medications to identified pharmacy.	Complete prior authorizations communicated from pharmacy	

	Patients with no confirmed insurance: Confirm order for facility to provide a 14 day supply of medications at discharge		
Nursing		Collaborate with social work staff to ensure that any physical medications that are provided to the patient at discharge are ready and a staff person is designated to ensure that the medications are given to the patient prior to leaving the facility.	
CSB	Partner with hospital social worker to identify the most appropriate pharmacy for patients with active insurance. Ensure that patient has required appointments with psychiatric provider and medical provider (if needed) within seven days of discharge, but no more than 14 days post-discharge.	Secure DAP if needed for copay or other medication coverage needs.	Ensure that patient will be able to obtain/pick up medications from pharmacy (may involved coordinating with patient, family, caregiver, other providers, etc.)

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MASTER AGREEMENT

EXHIBIT K

APPENDIX H: DISCHARGE PILOT PROTOCOLS FOR CENTRAL STATE HOSPITAL, SOUTHWESTERN VIRGINIA MENTAL HEALTH INSTITUTE, OR SOUTHERN VIRGINIA MENTAL HEALTH INSTITUTE

Contract No. P1636.CSBCode.3

DBHDS
Virginia Department of Behavioral Health and Developmental Services

30-day discharge pilot

What is it?

- HB 314/SB 719 (Hope/Favola)- State Hospitals; Discharge Planning; report – This legislation does not go into effect until January 1, 2025. States that if an individual is discharged within 30 days of admission **from Central State Hospital, Southwestern Virginia Mental Health Institute, or Southern Virginia Mental Health Institute**, the community services board will implement the discharge plan developed by the facilities; otherwise, it is the responsibility of the board or behavioral health authority to develop the plan. This bill has an annual reporting requirement for certain information, due to the General Assembly by August 1 of each year. Additionally, DBHDS is required to submit an evaluation of the impacts of this legislative change by November 1, 2025.

What are the expected outcomes?

- Allow CSB liaisons to focus on patients with more intense discharge needs
- Decrease in LOS for all patients
- Assessment of processes and readmissions as part of the report to the General Assesmbly.

Who is excluded?

- Confirmed diagnosis of ID/DD/Autism (due to intensive community resource need)
- Restorations (as the average thus far is around 88 days),
- Patients with complex health care needs/dementia (requires UAIs and/or PASSR- other assessments)
- NGRIs (due to length of stay)

Expectations of State Facilities

- Expedited treatment plan team/assessment where feasible- within 48 hours of admission (excluding weekends and holidays)
- Continue to follow any protocols regarding notification of the CSB
- Inviting CSB to participate in any treatment team meetings

AMENDMENT 3

AMENDED AND RESTATED

FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT

MASTER AGREEMENT

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- Create a safe discharge plan with the patient – The final plan that is communicated with the CSB.
    - This discharge plan will include setting up any transportation, housing needs, referrals and aftercare appointments

Expectations of CSB

- Maintain awareness of admitted patients who are assigned to the CSB
- Participate as able in treatment team meetings for patients
- Execute discharge plan as developed by state facility
- Provide contact and follow up appointments for eligible discharges
- Follow- up with patient after discharge to assure patient follows the discharge plan and medication regimen.

What if they stay over 30 days?

- The hospital discharge planner will notify the CSB liaison at day 25 (or next business day) if it appears the individual will need further treatment and discharge may not occur by day 30.
- At day 31 discharge planning responsibilities will revert to CSB.
- State facility will share any discharge plans already secured.

What if there are discharge costs?

- Hospitals have access to limited funding through central office to cover one-time expenses.
- Any ongoing needs requiring funding will require collaboration with the CSB.

AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT Exhibit M: Department of Justice Settlement Agreement Requirements
Contract No. P1636. [CSB Code].3

The CSB and the Department agrees to comply with the following requirements in the Settlement Agreement for Civil Action No: 3:12cv00059-JAG between the U.S. Department of Justice (DOJ) and the Commonwealth of Virginia, entered in the U. S. District Court for the Eastern District of Virginia on August 23, 2012 [section IX.A, p. 36], and in compliance indicators agreed to by the parties and filed with the Court on January 14, 2020.

Sections identified in text or brackets refer to sections in the agreement requirements that apply to the target population defined in section III.B of the Agreement: individuals with developmental disabilities who currently reside in training centers, (ii) meet criteria for the DD Waiver waiting list, including those currently receiving DD Waiver services, or (iii) reside in a nursing home or an intermediate care facility (ICF).

To support Virginia's efforts to ensure all people with DD and their families have access to Medicaid information, the CSB will post a message for individuals with DD and their families related to the DMAS document titled "Help in Any Language" to the CSB website and provide the information through other means, as needed, or requested by individuals with DD and their families who are seeking services. This document can be accessed at https://dmas.virginia.gov/media/2852/language-taglines-for-dmas.pdf or by contacting DBHDS or DMAS.

1.) Case Managers or Support Coordinators shall provide anyone interested in accessing DD Waiver Services with a DBHDS provided resource guide (i.e. the Individual and Family Support Program (IFSP) First Steps Document) that contains information including but not limited to case management eligibility and services, family supports- including the IFSP Funding Program, family and peer supports, and information on the My Life, My Community Website, information on how to access REACH services, and information on where to access general information. [section III.C.2. a-f, p. 1].

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

3.) **For individuals receiving case management services** pursuant to the Agreement, the individual's case manager or support coordinator shall meet with the individual face-to-face on a regular basis and shall conduct regular visits to the individual's residence, as dictated by the individual's needs [section V.F.1, page 26].

a. At these face-to-face meetings, the case manager or support coordinator shall: observe the individual and the individual's environment to assess for previously unidentified risks, injuries, needs, or other changes in status; assess the status of previously identified risks, injuries, needs, or other changes in status; assess whether the individual's individual support plan (ISP) is being implemented appropriately and remains appropriate for the individual; and ascertain whether supports and services are being implemented consistent with the individual's strengths and preferences and in the most integrated setting appropriate to the individual's needs.
b. The case manager or support coordinator shall document in the ISP the performance of these observations and assessments and any findings, including any changes in status or significant events that have occurred since the last face-to-face meeting.
c. If any of these observations or assessments identifies an unidentified or inadequately addressed risk, injury, need, or change in status, a deficiency in the individual's support plan

or its implementation, or a discrepancy between the implementation of supports and services and the individual's strengths and preferences, then the case manager or support coordinator shall report and document the issue in accordance with Department policies and regulations, convene the individual's service planning team to address it, and document its resolution.

4.) DBHDS shall develop and make available training for CSB case managers and leadership staff on how to assess change in status and that ISPs are implemented appropriately. DBHDS shall provide a tool with elements for the case managers to utilize during face-to-face visits to assure that changes in status as well as ISP are implemented appropriately and documented.

a. CSB shall ensure that all case managers and case management leadership complete the training that helps to explain how to identify change in status and that elements of the ISP are implemented appropriately prior to using the On-Site Visit Tool. The CSB shall deliver the contents of the DBHDS training through support coordinator supervisors or designated trainers to ensure case managers understand the definitions of a change in status or needs and the elements of appropriately implemented services, as well as how to apply and document observations and needed actions.
b. CSB shall ensure that all case managers use the DBHDS On-Site Visit Tool during one face-to-face visit each quarter for individuals with Targeted Case Management and at one face-to-face visit per month for individuals with Enhanced Case Management to assess at whether or not each person receiving services under the waiver experienced a change in status and to assess whether or not the ISP was implemented appropriately. ~~The completed On-Site Visit Tool and corresponding note from the visit will be uploaded by the CSB to the location designated by DBHDS under Person's Information in WaMS within 30 days of completion.~~

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

6.) **Key indicators** - The CSB shall report key indicators, selected from relevant domains in section V.D.3 on page 24, from the case manager's or support coordinator's face-to-face visits and observations and assessments [section V.F.5, p 27]. Reporting in WaMS shall include the provision of data and actions related to DBHDS defined elements regarding a change in status or needs and the elements of appropriately implemented services in a format, frequency, and method determined by DBHDS [section III.C.5.b.i.].

7.) **Face-to-Face Visit** - The individual's case manager or support coordinator shall meet with the individual face-to-face at least every 30 days (including a 10day grace period but no more than 40 days between visits), 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 and the Case Management Operational Guidelines issued by the Department.

8.) Case managers or support coordinators shall give individuals a choice of service providers from which they may receive approved DD Waiver services, present all options of service providers based on the preferences of the individuals, including CSB and non-CSB providers, and document this using the Virginia Informed Choice Form in the waiver management system (WaMS) application. [section III.C.5.c, p. 8]. The CSB SC will complete the Virginia Informed Choice form to document provider and SC choice for Regional Support Team referrals, when changes in any provider, service, or service setting occurs, a new service is requested, the individual is dissatisfied with a service or provider, and no less than annually. The CSB will document the selected Support Coordinator's name on the Virginia Informed Choice form to indicate individuals, and as applicable Substitute Decision-Maker's, choice of the assigned SC.

9.) **Support Coordinator Quality Review** - The CSB shall complete the Support Coordinator Quality Review process for a statistically significant sample size as outlined in the Support Coordinator Quality Review Process.

a. DBHDS shall annually pull a statistically significant stratified sample of individuals receiving HCBS
waiver and send this to the CSB to be utilized to complete the review.
b. Each year, the CSB shall complete the number of Support Coordinator Quality Reviews and provide data to DBHDS as outlined by the process.
c. DBHDS shall analyze the data submitted to determine the following elements are met:
    i. The CSB offered each person the choice of case manager/provider
    ii. The case manager assesses risk, and risk mitigation plans are in place
    iii. The case manager assesses whether the person's status or needs for services and supports have changed and the plan has been modified as needed.
    iv. The case manager assists in developing the person's ISP that addresses all of the individual's risks, identified needs and preferences.
    v. The ISP includes specific and measurable outcomes, including evidence that employment goals have been discussed and developed, when applicable.
    vi. The ISP was developed with professionals and nonprofessionals who provide individualized supports, as well as the individual being served and other persons important to the individual being served.
    vii. The ISP includes the necessary services and supports to achieve the outcomes such as medical, social, education, transportation, housing, nutritional, therapeutic, behavioral, psychiatric, nursing, personal care, respite, and other services necessary.
    viii. Individuals have been offered choice of providers for each service.
    ix. The case manager completes face-to-face assessments that the individual's ISP is being implemented appropriately and remains appropriate to the individual by meeting their health and safety needs and integration preferences.
    x. The CSB has in place and the case manager has utilized where necessary, established strategies for solving conflict or disagreement within the process of developing or revising ISPs, and addressing changes in the individual's needs, including, but not limited to, reconvening the planning team as necessary to meet the individuals' needs.

d. DBHDS shall review the data submitted and complete a semi-annual report that includes a review of data from the Support Coordinator Quality Reviews and provide this information to the CSB. To ensure consistency between reviewers, DBHDS shall complete an inter-rater reliability process.
e. As requested by DBHDS, the CSB will submit an performance improvement plan (PIP) or Corrective Action Plan (CAP) when two or more indicators (Item 9c above) are found to be below 60% during any year reviewed. CSB and the Department shall follow the PIP or CAP process as outlined in Section 15 Compliance and Remediation of the most recent version of the community services performance contract.
f. The CSB shall cooperate with DBHDS and facilitate its completion of on-site annual retrospective reviews at the CSB to validate the findings of the CSB Support Coordinator Quality Review to provide technical assistance for any areas needing improvement.

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

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

11.) **Co-occurring Mental Health conditions or engaging in challenging behaviors** For individuals receiving case management services identified to have co-occurring mental health conditions or engaging in challenging behaviors, the individual's case manager or support coordinator shall assure that effective community based behavioral health and/or behavioral supports and services are identified and accessed where appropriate and available.

a. If the case manager or support coordinator incurs capacity issues related to accessing needed behavioral support services in their designated Region, every attempt to secure supports should be made to include adding the individual to several provider waitlists (e.g., based upon individualized needs, this may be inclusive of psychotherapy, psychiatry, counseling, applied behavior analysis/positive behavior support providers, etc.) and following up with these providers quarterly to determine waitlist status. [SA. Provision: III.C.6.a.i-iii Filing reference: 7.14, 7.18]
b. DBHDS will provide the practice guidelines and a training program for case managers regarding the minimum elements that constitute an adequately designed behavioral program, as provided under Therapeutic Consultation waiver services, and what can be observed to determine whether the plan is appropriately implemented. The CSB shall ensure that all case managers and case management leadership complete the training such that case managers are aware of the practice guidelines for behavior support plans and of key elements that can be observed to determine whether the plan is appropriately implemented. [SA. Provision: III.C.6.a.i-iii Filing reference: 7.16, 7.20]

12.) The CSB shall identify children and adults who are at risk for crisis through the standardized

crisis screening tool or through the utilization of the elements contained in the tool at intake, and if the individual is identified as at risk for crisis or hospitalization, shall refer the individual to REACH. [SA. Provision: III.C.6.a.i-iii Filing reference: 7.2]

Enhanced Case Management - For individuals that receive enhanced case management, the case manager or support coordinator shall utilize the standardized crisis screening tool during monthly visits; for individuals that receive targeted case management, the case manager or support coordinator shall use the standardized crisis screening tool during quarterly visits. Any individual that is identified as at risk for crisis shall be referred to REACH. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.3]

13.) The CSB shall ensure that CSB Executive Directors, Developmental Disability Directors, case management or support coordination supervisors, case managers or support coordinators, and intake workers participate in training on how to identify children and adults who are at risk for going into crisis.

CSBs shall ensure that training on identifying risk of crisis for intake workers and case managers (or support coordinators) shall occur within 6 months of hire. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.5]

14.) The CSB shall provide data on implementation of the crisis screening tool as requested by DBHDS when it is determined that an individual with a developmental disability has been hospitalized and has not been referred to the REACH program.

a. The CSB shall provide to DBHDS upon request copies of the crisis risk assessment tool, or documentation of utilization of the elements contained within the tool during a crisis screening, for quality review purposes to ensure the tool is being implemented as designed and is appropriately identifying people at risk of crisis. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.6]
b. DBHDS shall develop a training for the CSB to utilize when training staff on assessing an individuals risk of crisis/hospitalization.
c. DBHDS shall initiate a quality review process to include requesting documentation for anyone psychiatrically hospitalized who was not referred to the REACH program and either actively receiving case management during the time frame or for whom an intake was completed prior to hospitalization. The CSB shall promptly, but within no more than 5 business days, provide the information requested.
d. DBHDS shall request information to verify presence of DD diagnosis for persons that are psychiatrically hospitalized that are not known to the REACH program. The CSB shall promptly, but within no more than 5 business days, provide the information requested. [S.A. Provision: III.C.6.b.ii.A Filing references 8.6, 8.7]

15.) **CSB Case manager shall work with the REACH program** to identify a community residence within 30 days of admission to the program including making a referral to RST when the system has been challenged to find an appropriate provider within this timeframe.

If a waiver eligible individual is psychiatrically hospitalized, is a guest at a REACH CTH, or is residing at an Adult Transition Home and requires a waiver to obtain a community residence, the CSB shall submit an emergency waiver slot request. [S.A. Provision III.C.6.b.ii.A Filing reference 10.2]

16.) **CSB emergency services** shall be available 24 hours per day and seven days per week, staffed

with clinical professionals who shall be able to assess crises by phone, assist callers in identifying and connecting with local services, and, where necessary, dispatch at least one mobile crisis team member adequately trained to address the crisis for individuals with developmental disabilities [section III.C.6.b.i.A, p. 9].

a. The mobile crisis team shall be dispatched from the Regional Education Assessment Crisis Services Habilitation (REACH) program that is staffed 24 hours per day and seven days per week by qualified persons able to assess and assist individuals and their families during crisis situations and that has mobile crisis teams to address crisis situations and offer services and support on site to individuals and their families within one hour in urban areas and two hours in rural areas as measured by the average annual response time [section III.C.6.b.ii, pages 9 and 10].
b. All Emergency services staff and their supervisors shall complete the REACH training, created and made available by DBHDS, that is part of the emergency services training curriculum.
c. DBHDS shall create and update a REACH training for emergency staff and make it available through the agency training website.
d. CSB emergency services shall notify the REACH program of any individual suspected of having a developmental disability who is experiencing a crisis and seeking emergency services as soon as possible, preferably prior to the initiation of a preadmission screening evaluation in order to allow REACH and emergency services to appropriately divert the individual from admission to psychiatric inpatient services when possible.
e. If the CSB has an individual receiving services in the REACH Crisis Therapeutic Home (CTH) program with no plan for discharge to a community residence and a length of stay that shall soon exceed 30 concurrent days, the CSB Executive Director or his or her designee shall provide a weekly update describing efforts to achieve an appropriate discharge for the individual to the Director of Community Support Services in the Department's Division of Developmental Services or his/her designee.
f. DBHDS shall notify the CSB Executive Director or designee when it is aware of a person at the REACH CTH who is nearing a 30-day concurrent stay.

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

a. CSB case managers shall take the on-line case management training modules and review the case management manual within 30 days of hire.
b. CSB case managers shall initiate meaningful employment conversations with individuals starting at the age of 14 until the age of retirement (65).
c. CSB case managers shall discuss employment with all individuals, including those with intense medical or behavioral support needs, as part of their ISP planning processes.
d. CSB case managers shall document goals for or toward employment for all individuals 18-64 or the specific reasons that employment is not being pursued or considered.
e. DBHDS shall create training and tools for case managers regarding meaningful conversation about employment, including for people with complex medical and behavioral support needs. The CSB shall utilize this training, the SC Employment Module, with its staff and document its completion within 30 days of hire.

18.) CSB case managers or support coordinators shall liaise with the Department's regional community resource consultants regarding responsibilities as detailed in the Performance Contract [section III.E.1, p. 14].

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

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

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

22.) CSB case managers or support coordinators and PSTs shall assist individuals and, where applicable, their authorized representatives in choosing providers after providing the opportunities described in subsection 13 above and ensure that providers are timely identified and engaged in preparing for individuals' transitions [section IV.B.9.c, p.17]. Case managers or support coordinators shall provide information to the Department about barriers to discharge for aggregation and analysis by the Department for ongoing quality improvement, discharge planning, and development of community-based services [IV.B.14, p. 19].

23.) 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.

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

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

26.) CSBs shall participate with the Department to collect and analyze reliable data about individuals Receiving services under this Agreement from each of the following areas:

a. safety and freedom from harm
b. physical, mental, and behavioral
c. avoiding crises
d. choice and self-determination
e. community inclusion, health and well-being
f. access to services
g. provider capacity
h. stability [section V.D.3, pgs. 24 & 25]

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

29.) CSB's shall review and provide annual feedback on the Quality Review Team (QRT) End of Year Report.

30.) CSBs shall participate in DBHDS initiatives that ensure the reliability and validity of data submitted to the Department. Participation may include reviews of sampled data, the comparison of data across DBHDS and CSB systems, and the involvement of operational staff to include information technology. Meeting frequency shall be semi-annually, but not more than monthly depending on the support needed.

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

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

During FY22 the QSR process will be accelerated and will require the CSB to fully participate in the completion of QSR implementation twice during a nine-month period. This will ensure that the Commonwealth can show a complete improvement cycle intended by the QSR process by June 30, 2022. The attached GANTT details the schedule for the QSR reviews of 100% of providers, including support coordinators, for two review cycles.

33.) The CSB shall notify the community resource consultant (CRC) and regional support team (RST) in the following circumstances using the RST referral form in the waiver management system (WaMS) application to enable the RST to monitor, track, and trend community integration and challenges that require further system development:

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

b. if the CSB is having difficulty finding services within 30 calendar days after the individual's enrollment in the waiver; or
c. immediately when an individual is displaced from his or her residential placement for a second time [sections III.D.6 and III.E, p. 14].

34.) DBHDS shall provide data to CSBs on their compliance with the RST referral and implementation process.

a. DBHDS shall provide information quarterly to the CSB on individuals who chose less integrated options due to the absence of something more integrated at the time of the RST review and semi-annually
b. DBHDS shall notify CSBs of new providers of more integrated services so that individuals who had to choose less integrated options can be made aware of these new services and supports.
c. CSBs shall offer more integrated options when identified by the CSB or provided by DBHDS.
d. CSBs shall accept technical assistance from DBHDS if the CSB is not meeting expectations.

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

a. CSBs shall collaborate with DBHDS CRCs to explore community integrated options including working with providers to create innovative solutions for people.
b. The Department encourages the CSB to provide the Independent Reviewer with access to its services and records and to individuals receiving services from the CSB; however, access shall be given at the sole discretion of the CSB [section VI.G, p. 31].

36.) **Developmental Case Management Services**

a. Case managers or support coordinators employed or contracted by the CSB shall meet the knowledge, skills, and abilities qualifications in the Case Management Licensing Regulations, 12 VAC 35-105-1250. During its inspections, the Department's Licensing Office may verify compliance as it reviews personnel records.
b. Reviews of the individual support plan (ISP), including necessary assessment updates, shall be conducted with the individual quarterly or every 90 days and include modifications in the ISP when the individual's status or needs and desires change.
c. During its inspections, the Department's Licensing Office may verify this as it reviews the ISPs including those from a sample identified by the CSB of individuals who discontinued case management services.
d. The CSB shall ensure that all information about each individual, including the ISP and VIDES, is imported from the CSB's electronic health record (EHR) to the Department on or prior to the effective date of the ISP through an electronic exchange mechanism mutually agreed upon by the CSB and the Department into the electronic waiver management system (WaMS). CSBs must continue to provide the information to provider agencies in a timely manner to prevent any interruption in an individual's services.
e. If the CSB is unable to submit via the data exchange process, it shall enter this data directly through WaMS, when the individual is entered the first time for services, or when his or her living situation changes, her or his ISP is reviewed annually, or whenever changes occur, including the individual's Race and the following information:

i. full name
ii. social security number
iii. Medicaid number
iv. CSB unique identifier
v. current physical residence address
vi. living situation (e.g., group home
vii. family home, or own home)
viii. level of care information
ix. change in status
x. terminations
xi. transfers
xii. waiting list information
xiii. bed capacity of the group home if that is chosen
xiv. Current support coordinator's name

f. Case managers or support coordinators and other CSB staff shall comply with the SIS® Administration Process and any changes in the process within 30 calendar days of notification of the changes.
g. Case managers or support coordinators shall notify the Department's service authorization staff that an individual has been terminated from all DD waiver services within 10 business days of termination.
h. Case managers or support coordinators shall assist with initiating services within 30 calendar days of waiver enrollment and shall submit Request to Retain Slot forms as required by the Department. All written denial notifications to the individual, and family/caregiver, as appropriate, shall be accompanied by the standard appeal rights (12VAC30-110).
i. Case managers or support coordinators shall complete the level of care tool for individuals requesting DD Waiver services within 60 calendar days of application for individuals expected to present for services within one year.
j. Case managers or support coordinators shall comply with the DD waitlist process, DD waitlist review process and slot assignment process and implement any recommendations or changes in the processes within 30 calendar days of written notice from the Department.

37.) **Targeted Technical Assistance**

a. The CSB shall participate in technical assistance as determined by the Case Management Steering Committee. Technical assistance may be comprised of virtual or on-site meetings, trainings, and record reviews related to underperformance in any of the following areas monitored by the committee: Regional Support Team referrals, Support Coordination Quality Review results, Individual Support Plan entry completion, and case management contact data.
b. DBHDS shall provide a written request that contains specific steps and timeframes necessary to complete the targeted technical assistance process.
c. The CSB shall accommodate technical assistance when recommended within 45 days of the written request.
d. CSB failure to participate in technical assistance as recommended or demonstrate improvement within 12 months may result in further actions under Exhibit I of this contract.

38.) CSB Quality Improvement Committees will review annually the DMAS-DBHDS Quality Review Team's End of Year report on the status of the performance measures included in the DD HCBS Waivers' Quality Improvement Strategy with accompanying recommendations to the DBHDS Quality Improvement Committee. CSB documentation of these reviews and resultant CSB-specific quality improvement activities will be reported to DBHDS within 30 days of receiving the report.

39.) **Support Coordination Training Requirements**

DD Support Coordination Training Requirements			
Training	**Location**	**Timeframe**	**Supplemental Information**

General Orientation	CSB per 12VAC35-105-450	w/in 15 days of hire	https://law.lis.virginia.gov/admincode/title12/agency35/chapter105/section440/
SC Modules 1-10	https://sccmtraining.partnership.vcu.edu/sccmtrainingmodules/	w/in 30 days of hire	https://dbhds.virginia.gov/case-management/dd-manual/
SC Employment Module	https://covlc.virginia.gov/ [keyword search: Employment]	w/in 30 days of hire	https://dbhds.virginia.gov/developmental-services/employment/
Independent Housing Curriculum for SCs	https://covlc.virginia.gov/ [keyword search: Housing]	w/in 30 days of hire	https://dbhds.virginia.gov/developmental-services/housing/
KSA related trainings for DD TCM only	CSB per 12VAC30-50-490	8 hours annually	https://law.lis.virginia.gov/admincode/title12/agency30/chapter50/section490/
Behavioral Training	https://covlc.virginia.gov/ [keyword search: Behavioral]	w/in 180 days of hire	https://dbhds.virginia.gov/developmental-services/behavioral-services/
On-site Visit Tool (OSVT) Training	https://dbhds.virginia.gov/wp-content/uploads/2022/03/osvt-training-slides-understanding-change-in-status-10.30.20-final-sm.pptx	Prior to use	https://dbhds.virginia.gov/case-management/dd-manual/
Crisis Risk Assessment Tool (CRAT) Training	https://covlc.virginia.gov/ [keyword search: Crisis]	Prior to use	https://dbhds.virginia.gov/case-management/dd-manual/
Understanding PC ISP v4.0 Parts I-IV	https://vimeo.com/1008790734/700ec3fddc	Prior to facilitating an ISP meeting	https://dbhds.virginia.gov/wp-content/uploads/2024/09/ISP_JA_WhatsNewV4-071924-final.pdf https://dbhds.virginia.gov/wp-content/uploads/2024/09/PC-ISP-v4.0-Sample-Parts-I-IV-Maria-September-2024.pdf

Individual Support Plan (ISP) Modules 1-3	https://covlc.virginia.gov/ [keyword search: ISP] [keyword search: ISP]	w/in 30 days of hire	https://dbhds.virginia.gov/developmental-services/provider-network-supports/https://dbhds.virginia.gov/developmental-services/provider-network-supports/
HCBS Rights Training	https://www.medicaid.gov/medicaid/home-community-based-services/home-community-based-services-training-series	Prior to site visits	

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MASTER AGREEMENT

Addendum II: Central Office, State Facility, and Community Services Board Partnership Agreement

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Section 1: Purpose

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

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

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

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

Section 2: Roles and Responsibilities

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

A. Central Office

1. Ensures through distribution of available state and federal funding that an individually focused and community-based system of care, supported by community and state facility resources, exists for the delivery of publicly funded services and supports to individuals with mental health or substance use disorders or developmental disabilities.

2. Promotes the public mental health, developmental, and substance use disorder service delivery system (including the Central Office) quality improvement efforts that focus on individual outcome and provider performance

measures designed to enhance service quality, accessibility, and availability, and provides assistance to the greatest extent practicable with Department-initiated surveys and data requests.

3. Supports and encourages the maximum involvement to ensure that services are not imposed on individuals receiving services. The receiver of services should be an active participant in the planning, delivery, and documentation of services whenever practical participation of individuals receiving services and family members

   of individuals receiving services in policy formulation and services planning, delivery, monitoring, and evaluation.

4. Ensures fiscal accountability that is required in applicable provisions of the Code, relevant state and federal regulations, and policies of the State Board.

5. Promotes identification of state-of-the-art, best or promising practice, or evidence-based programming and resources that exist as models for consideration by other partners.

6. Seeks opportunities to affect regulatory, policy, funding, and other decisions made by the Governor, the Secretary of Health and Human Resources, the General Assembly, the Department of Medical Assistance Services and other state agencies, and federal agencies that interact with or affect the other partners.

7. Encourages and facilitates state interagency collaboration and cooperation to meet the service needs of individuals and to identify and address statewide interagency issues that affect or support an effective system of care.

8. Serves as the single point of accountability to the Governor and the General Assembly for the public system of mental health, developmental, and substance use disorder services.

9. Problem solves and collaborates with a CSB and state facility together on a complex or difficult situation involving an individual who is receiving services when the CSB and state facility have not been able to resolve the situation successfully at their level.

B. Community Services Boards

1. Pursuant to § 37.2-500 and 37.2-600 of the Code and State Board Policy 1035, serve as the single points of entry into the publicly funded system of individually focused and community-based services and supports for individuals with mental health or substance use disorders or developmental disabilities, including individuals with co-occurring disorders in accordance with State Board Policy 1015.

2. Serve as the local points of accountability for the public mental health, developmental, and substance use disorder service delivery system.

3. To the fullest extent that resources allow, promote the delivery of community-based services that address the specific needs of individuals, particularly those with complex needs, with a focus on service quality, accessibility, integration, and availability and on self-determination, empowerment, and recovery.

4. Support and encourage the maximum involvement and participation of individuals receiving services and family members of individuals receiving services in policy formulation and services planning, delivery, monitoring, and evaluation.

5. Establish services and linkages that promote seamless and efficient transitions of individuals between state facility and community services.

6. Promote sharing of program knowledge and skills with other partners to identify models of service delivery that have demonstrated positive outcomes for individuals receiving services.

7. Problem-solve and collaborate with state facilities on complex or difficult situations involving individuals receiving services.

8. Encourage and facilitate local interagency collaboration and cooperation to meet the other services and supports needs, including employment and stable housing, of individuals receiving services.

C. State Facilities

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

2. Within the resources available, provide residential, training, or habilitation services to individuals with developmental disabilities identified by CSBs as needing those services in a training center and who are certified for admission pursuant to § 37.2-806 of the Code.

3. To the fullest extent that resources allow, provide services that address the specific needs of individuals with a focus on service quality, accessibility, and availability and on self-determination, empowerment, and recovery.

4. Support and encourage the involvement and participation of individuals receiving services and family members of individuals receiving services in policy formulation and services planning, delivery, monitoring, and evaluation.

5. Establish services and linkages that promote seamless and efficient transitions of individuals

6. Promote sharing of program knowledge and skills with other partners to identify models of service delivery that have demonstrated positive outcomes for individuals.

7. Problem-solve and collaborate with CSBs on complex or difficult situations involving individuals receiving services.

Section 3: Vision and Core Values

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

A. Vision Statement

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

B. Core Values

1. Underpinning the vision are the core values of accountability, responsiveness, accessibility and localized solution meaning:
2. The Central Office, state facilities, and CSBs are working in partnership; we hold each other accountable for adhering to our core values.
3. As partners, we will focus on fostering a culture of responsiveness and striving for continuous quality improvement.
4. All services should be designed to be welcoming, accessible, and capable of providing interventions properly matched to the needs of individuals with co-occurring disorders.
5. As partners, we will make decisions and resolve problems at the level closest to the issue or situation whenever possible.

Section 4: Indicators Reflecting Core Values

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

Section 5: Advancing the Vision

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

1. **Recovery:** The partners agree, to the greatest extent possible, to:
   a. provide more opportunities for individuals receiving services to be involved in decision making,
   b. increase recovery-oriented, peer-provided, and consumer-run services,
   c. educate staff and individuals receiving services about recovery, and
   d. assess and increase the recovery orientation of CSBs, the Central Office, and state hospitals.
2. **Integrated Services:** The partners agree to advance the values and principles in the Charter Agreement signed by the CSB and the Central Office and to increase effective screening and assessment of individuals for co-occurring disorders to the greatest extent possible.
3. **Person-Centered Planning:** The partners agree to promote awareness of the principles of person-centered planning, disseminate and share information about person-centered planning, and participate on work groups focused on implementing person-centered planning.

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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.

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

The partners agree that when accreditation or another publicly recognized independent review addresses an accountability issue or requirement, where possible, compliance with this outside review will constitute adherence to the accountability measure or reporting requirement. Where accountability and compliance rely on affirmations, the partners agree to make

due diligence efforts to comply fully. The Central Office reserves the powers given to the department to review and audit operations for compliance and veracity and upon cause to take actions necessary to ensure accountability and compliance.

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

1. **Involvement and Participation of Individuals Receiving Services and Their Family Members:** CSBs, state facilities, and the Central Office agree to take all necessary and appropriate actions in accordance with State Board Policy 1040 to actively involve and support the maximum participation of individuals receiving services and their family members in policy formulation and services planning, delivery, monitoring, and evaluation.

2. **Involvement in Individualized Services Planning and Delivery by Individuals Receiving Services and Their Family Members:** CSBs and state facilities agree to involve individuals receiving services and, with the consent of individuals where applicable, family members, authorized representatives, and significant others in their care, including the maximum degree of participation in individualized services planning and treatment decisions and activities, unless their involvement is not clinically appropriate.

3. **Language:** CSBs and state facilities agree that they will endeavor to deliver services in a manner that is understood by individuals receiving services. This involves communicating orally and in writing in the preferred languages of individuals, including Braille and American Sign Language when applicable, and at appropriate reading comprehension levels.

4. **Culturally Competent Services:** CSBs and state facilities agree that in delivering services they will endeavor to address to a reasonable extent the cultural and linguistic characteristics of the geographic areas and populations that they serve.

Section 9: Communication

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

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.