CITY OF POQUOSON
Office of the City Manager
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July 25, 2016

To: City Council

From: City Manager

Subject: **Resolution Approving the Performance Contract for Colonial Behavioral Health for FY 2017-2018**

Presented for consideration is a resolution approving the FY 2017-2018 Performance Contract for Colonial Behavioral Health. Section 37.1-198 of the State Code requires the governing body of each city or county served by its Community Services Board to approve the Performance Contract.

A copy of the contract is included in your packet for review. David Coe, Executive Director of Colonial Behavioral Health will be present to give a report on the activities of the agency and to answer any questions you may have.

JRW/ei

RESOLUTION NO. _____

A RESOLUTION APPROVING THE
FY 2017-2018 PERFORMANCE CONTRACT
FOR COLONIAL BEHAVIORAL HEALTH

WHEREAS, Section 37.1-198 of the Code of Virginia (1950), as amended requires the governing body of each city or county to approve the Performance Contract for its Community Services Board.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Poquoson, Virginia:

Section 1: That the Performance Contract of the Colonial Behavioral Health for FY 2017-2018 has been carefully reviewed and is hereby approved.

Section 2: That this resolution shall be in effect on and after its adoption.

ADOPTED: _____

TESTE: _____
City Clerk

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

1. **Contract Purpose**

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

   b. Sections 37.2-500 through 37.2-512 of the Code of Virginia require cities and counties to establish community services boards for the purpose of providing local public mental health, developmental, and substance abuse 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. In this contract, the community services board, local government department with a policy-advisory community services board, or behavioral health authority named in section 10 is referred to as the CSB. Section 37.2-500 or 37.2-601 of the Code of Virginia requires the CSB to function as the single point of entry into publicly funded mental health, developmental, and substance abuse 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 abuse services.

   c. Sections 37.2-508 and 37.2-608 of the Code of Virginia 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.

   d. The CSB Administrative Requirements document is incorporated into and made a part of this contract by reference and includes or incorporates by reference ongoing statutory, regulatory, policy, and other requirements that are not contained in this contract. The CSB shall comply with all provisions and requirements in that document. If there is a conflict between provisions in that document and this contract, the language in this contract shall prevail. That document is available at http://www.dbhds.virginia.gov/professionals-and-service-providers/csb-community-contracting, the community contracting web page.

   e. The Department and the CSB enter into this contract for the purpose of funding services provided directly or contractually by the CSB in a manner that ensures accountability to the Department and quality of care for individuals receiving services and implements the mission of supporting individuals by promoting recovery, self-determination, and wellness in all aspects of life. The CSB and the Department agree as follows.

2. **Relationship:** The Department functions as the state authority for the public mental health, developmental, and substance abuse services system, and the CSB functions as the local authority for that system. The relationship between and the roles and responsibilities of the Department and the CSB are described in the Partnership Agreement between the parties, which is incorporated into and made a part of this contract by reference. The Agreement is available on the community contracting web page. This contract shall not be construed to establish any employer-employee or principal-agent relationship between employees of the CSB or its board of directors and the Department.

3. **Contract Term:** This contract shall be in effect for a term of two years, commencing on July 1, 2016 and ending on June 30, 2018 if, by mutual agreement of both parties pursuant to the provisions of § 37.2-508 of the Code of Virginia, it is renewed for an additional fiscal year with the insertion of revised Exhibits A, E, F, and G for FY 2018.

4. **Scope of Services**

a. **Services:** Exhibit A of this contract includes all mental health, developmental, and substance abuse services provided or contracted by the CSB that are supported by the resources described in section 5 of this contract. Services and certain terms used in this contract are defined in the current Core Services Taxonomy, which is incorporated into and made a part of this contract by reference and is on the community contracting web page.

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

2.) The CSB operating a residential crisis stabilization program shall not increase or decrease the licensed number of beds in the program or close the program temporarily or permanently without informing the Office of Licensing and the OSS and receiving the Department's approval prior to implementing the change. The CSB shall ensure that, once it is fully operational, the program achieves an annual average utilization rate of at least 75 percent of available bed days as measured by data from CCS 3 service records and Community Automated Reporting System (CARS) service capacity reports. A residential crisis stabilization program shall accept any appropriate individuals under temporary detention orders (TDOs) and establish clinical criteria specifying the types of individuals under TDOs that it will accept. The CSB shall attach a copy of the criteria to this contract for the Department's review and approval.

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

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

1.) **Coordination of Developmental Disability Waiver Services:** The CSB shall provide case management services directly or through contracts to all individuals who are receiving services under Medicaid Developmental Disability Home and Community-Based Waivers (DD Waivers). In its capacity as the case manager for these individuals and in order to receive payment for services from the Department of Medical Assistance Services (DMAS), the CSB shall coordinate the development of service authorization requests for DD Waiver services and submit them to the Department for authorization, pursuant to the current DMAS/Department Interagency Agreement, under which the

Department authorizes waiver services as a delegated function from the DMAS. As part of its specific case management responsibilities for individuals receiving DD Waiver services, the CSB shall coordinate and monitor the delivery of all services to individuals it serves, including monitoring the receipt of services in an individual's individual support plan (ISP) that are delivered by independent providers who are reimbursed directly by the DMAS, to the extent that the CSB is not prohibited from doing so by such providers (refer to the DMAS policy manuals for the DD Waivers). The CSB shall raise issues regarding its efforts to coordinate and monitor services provided by independent vendors to the applicable funding or licensing authority, such as the Department, DMAS, or Virginia Department of Social Services. In fulfilling this service coordination responsibility, the CSB shall not restrict or seek to influence an individual's choice among qualified service providers. This section does not, nor shall it be construed to, make the CSB legally liable for the actions of independent providers of DD Waiver services.

2.) **Linkages with Health Care:** When it arranges for the care and treatment of individuals in hospitals, inpatient psychiatric facilities, or psychiatric units of hospitals, the CSB shall assure its staff's cooperation with those hospitals, inpatient psychiatric facilities, or psychiatric units of hospitals, especially emergency rooms and emergency room physicians, in order to promote continuity of care for those individuals. Pursuant to subdivision A.4 of § 37.2-505, the CSB shall provide information using a template provided by the Department about its substance abuse services for minors to all hospitals in its service area that are licensed pursuant to Article 1 of Chapter 5 of Title 32.1.

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

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

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

6.) **Choice of Case Managers:** Individuals receiving case management services shall be offered a choice of case managers to the extent possible, and this shall be documented by a procedure to address requests for changing a case manager or for receiving case management services at another CSB or from a contracted case management services

provider. The CSB shall provide a copy of this procedure to the Department upon request. During its inspections, the Department's Licensing Office may verify this as it reviews services records and examines the procedure.

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

8.) **PACT Criteria:** If the CSB receives state or federal funds for a Program of Assertive Community Treatment (PACT), it shall:

a.) Prioritize providing services to individuals with serious mental illnesses who are frequent recipients of inpatient services or are homeless;

b.) Achieve and maintain a caseload of 80 individuals receiving services after two years from the date of initial funding by the Department; and

c.) Participate in technical assistance recommended by the Department.

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

10.) **Preadmission Screening:** The CSB shall provide preadmission screening services pursuant to § 37.2-505 or § 37.2-606, § 37.2-805, § 37.2-809 through § 37.2-813, § 37.2-814, and § 16.1-335 et seq. of the Code of Virginia 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.

11.) **Discharge Planning:** The CSB shall provide discharge planning pursuant to § 37.2-505 or § 37.2-606 of the Code of Virginia and in accordance with State Board Policies 1035 and 1036, the Continuity of Care Procedures, and the current *Collaborative Discharge Protocols for Community Services Boards and State Hospitals - Adult & Geriatric or Child & Adolescent* and the *Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities* issued

by the Department that are incorporated into and made a part of this contract by reference. The protocols are available on the Department's web site. The CSB shall monitor the state hospital extraordinary barriers to discharge list and strive to achieve community placements for individuals on the list for whom it is the case management CSB as soon as possible.

d. **Populations Served:** The CSB shall provide needed services to adults with serious mental illnesses, children with or at risk of serious emotional disturbance, individuals with intellectual disability, individuals with other developmental disabilities who are receiving services through the DD Waivers or are priority I or priority II on the DD Waiver waiting list, or individuals with substance use disorders to the greatest extent possible within the resources available to it for this purpose. These populations are defined in the current Core Services Taxonomy.

e. **Department of Justice Settlement Agreement Requirements:** The CSB agrees to comply with the following requirements in the Settlement Agreement for Civil Action No: 3:12cv00059-JAG between the U.S. Department of Justice 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]. Sections identified in text or brackets refer to sections in the Agreement. Requirements apply to the target population in section III.B: individuals with intellectual or developmental disabilities who currently (i) reside in training centers, (ii) meet criteria for the DD Waiver waiting list, (iii) reside in a nursing home or an ICF, or (iv) receive Medicaid Home and Community-Based DD Waiver services.

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

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

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

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

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

a.) Receive services from providers having conditional or provisional licenses;

b.) Have more intensive behavioral or medical needs as defined by the Supports Intensity Scale category representing the highest level of risk to individuals;

c.) Have an interruption of service greater than 30 days;

d.) Encounter the crisis system for a serious crisis or for multiple less serious crises within a three-month period;

e.) Have transitioned from a training center within the previous 12 months; or

f.) Reside in congregate settings of five or more individuals.

Refer to Enhanced Case Management Criteria Instructions and Guidance available at http://www.dbhds.virginia.gov/settlement/Guidance%20Enhanced%20Case%20Management%20Criteria%2004252014.pdf for additional information.

6.) Case managers shall give individuals a choice of service providers from which the individual may receive approved Waiver services, present all options of service providers based on the preferences of the individual, including CSB and non-CSB providers, and document this using the Virginia Informed Choice Form available at http://www.dbhds.virginia.gov/library/developmental%20services/dds%20bulletin%2011.pdf. [section III.C.5.c, p. 8].

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

a.) at enrollment in a DD Waiver,

b.) when there is a request for a change in Waiver service provider(s),

c.) when an individual is dissatisfied with a current Waiver service provider,

d.) when a new service is requested,

e.) when an individual wants to move to a new location, or

f.) when a regional support team referral is made as required by the Virginia Informed Choice Form.

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

Emergency services staff shall receive consistent training from the Department on the REACH crisis response system.

9.) 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 and support coordinators to individuals receiving day support or employment services.

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

11.) Case managers shall participate in discharge planning with individuals' personal support teams (PSTs) for individuals in training centers for whom the CSB is the case management CSB, pursuant to § 37.2-505 and § 37.2-837 of the Code of Virginia that requires the CSB to develop discharge plans in collaboration with training centers [section IV.B.6, p. 16].

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

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

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

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

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

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

18.) Using the protocol and 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 of Virginia, serious injuries as defined in 12 VAC 35-115-30, or deaths to the Department within 24 hours of becoming aware of them [section V.C.2, p. 22].

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

a.) safety and freedom from harm,
b.) physical, mental, and behavioral health and well being,
c.) avoiding crises,
d.) stability,
e.) choice and self-determination,
f.) community inclusion,
g.) access to services,
h.) provider capacity

[section V.D.3, pgs. 24 & 25].

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

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

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

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

a.) within five calendar days of an individual being presented with any of the following residential options: an intermediate care facility, a nursing facility, a training center, or a group home with a licensed capacity of five beds or more;
b.) if the CSB is having difficulty finding services within 30 calendar days after the individual's enrollment in the waiver; or
c.) immediately when an individual is displaced from his or her residential placement for a second time

[sections III.D.6 and III.E, p. 14].

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

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

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

g. **Preadmission Screening Evaluations**

1.) The purpose of preadmission screening evaluations is to determine whether the person meets the criteria for temporary detention pursuant to Article 16 of Chapter 11 of Title 16.1, Chapters 11 and 11.1 of Title 19.2, and Chapter 8 of Title 37.2 in the Code of Virginia and to assess the need for hospitalization or treatment. The evaluations shall be performed by certified preadmission screening clinicians. Preadmission screening evaluations are highly variable and individualized crisis assessments with clinical requirements that will vary based on the nature of the clinical presentation. However, the CSB shall ensure that all preadmission screening evaluations conducted by its staff include at a minimum:

a.) A review of past clinical and treatment information if available;

b.) Pertinent information from the clinical interview and collateral contacts or documentation of why this information was unavailable at the time of the evaluation;

c.) A documented risk assessment that includes an evaluation of the likelihood that, as a result of mental illness, the person will, in the near future, cause serious physical harm to himself or others as evidenced by recent behavior causing, attempting, or threatening harm and other relevant information, if any;

d.) Thorough and detailed documentation of the clinical disposition and rationale for it;

e.) Documentation of all hospitals contacted, including state hospitals;

f.) Documentation of contact with the staff's supervisor and CSB leadership about the evaluation when necessary and documentation of mandatory notification of CSB and Department leadership within 60 minutes once an ECO has expired without locating an appropriate bed; and

g.) Documentation of contact with REACH for all individuals presenting with a developmental disabilities (DD) diagnosis or a co-occurring DD diagnosis.

2.) Preadmission screening reports required by § 37.2-816 of the Code of Virginia shall comply with requirements in that section and shall state:

a.) whether the person has a mental illness, and whether there exists a substantial likelihood that, as a result of mental illness, the person will, in the near future,

(i) cause serious physical harm to himself or others as evidenced by recent behavior causing, attempting, or threatening harm and other relevant information, if any, or

(ii) suffer serious harm due to his lack of capacity to protect himself from harm or provide for his basic human needs;

b.) whether the person is in need of involuntary inpatient treatment;

c.) whether there is no less restrictive alternative to inpatient treatment; and

d.) the recommendations for that person's placement, care, and treatment including, where appropriate, recommendations for mandatory outpatient treatment.

h. Certification of Preadmission Screening Clinicians: The CSB and Department prioritize having emergency custody order or preadmission screening evaluations performed pursuant to Article 16 of Chapter 11 of Title 16.1, Chapters 11 and 11.1 of Title 19.2, and Chapter 8 of Title 37.2 in the Code of Virginia provided by the most qualified, knowledgeable, and experienced CSB staff. These evaluations are face-to-face clinical evaluations performed by designated CSB staff of persons in crisis who may be in emergency custody or who may need involuntary temporary detention or other emergency treatment. The CSB shall comply with the requirements in the current *Certification of Preadmission Screening Clinicians*, a document developed jointly by the Department and CSB representatives and made a part of this contract by reference, to enhance the qualifications, training, and oversight of CSB preadmission screening clinicians and increase the quality, accountability, and standardization of preadmission screening evaluations.

i. Developmental Case Management Services

1.) Case managers 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 this affirmation as it reviews personnel records.

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

3.) Case managers shall ensure that all information about each individual in the electronic waiver management system is updated annually or whenever changes occur, including information about the individual's:

a.) full name,
b.) current address,
c.) CSB unique identifier,
d.) level of care information,
e.) living situation,
f.) terminations,
g.) transfers, and
h.) waiting list information.

5.) Case managers 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.

6.) Case managers shall notify the designated Department staff that an individual has been terminated from all DD waiver services within 10 business days of termination.

7.) Case managers shall submit the Request to Retain a Slot form to the appropriate Department staff to hold a slot open within 10 business days of it becoming available.

8.) Case managers 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.

9.) Case managers shall comply with the DD waitlist process and slot assignment process and implement any changes in the processes within 30 calendar days of written notice.

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

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

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

   c. **Conditions on the Use of Resources:** The Department can attach specific conditions or requirements for use of funds, separate from those established by other authorities, only to the state and federal funds that it allocates to the CSB and the 10 percent local matching funds that are required to obtain the CSB's state fund allocations.

6. **CSB Responsibilities**

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

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

b. Quality of Care

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

2.) **Quality Improvement and Risk Management:** The CSB shall develop, implement, and maintain a quality improvement plan, itself or in affiliation with other CSBs, to improve services, ensure that services are provided in accordance with current acceptable professional practices, and address areas of risk and perceived risks. The quality improvement plan shall be reviewed and updated at least every four years. The CSB shall develop, implement, and maintain, itself or in affiliation with other CSBs, a risk management plan or participate in a local government's risk management plan. The CSB shall work with the Department to identify how the CSB will address quality improvement activities.

The CSB shall implement, in collaboration with other CSBs in its region, the state hospitals and training centers serving its region, and private providers involved with the public mental health, developmental, and substance abuse services system, regional utilization management procedures and practices that reflect the Regional Utilization Management Guidance document that is incorporated into and made a part of this contract by reference and is available on the community contracting web page.

3.) **Critical Incidents:** The CSB shall implement procedures to insure that the executive director is informed of any deaths, serious injuries, or allegations of abuse or neglect when they are reported to the Department. The CSB shall provide a copy of its procedures to the Department upon request.

4.) **Individual Outcome and CSB Provider Performance Measures**

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

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

c.) **Individual Satisfaction Survey:** Pursuant to § 37.2-508 or § 37.2-608 of the Code of Virginia, the CSB shall participate in the Annual Survey of Individuals Receiving MH and SA Outpatient Services, the Annual Youth Services Survey for Families (i.e., Child MH survey), and the annual Quality Services Reviews and the National Core Indicators Survey for individuals receiving DD Waiver services.

d.) **Strategic Prevention Framework (SPF):** The CSB, in partnership with local community coalitions, shall use the evidenced-based Strategic Prevention

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

e.) **Logic Models:** The logic models shall identify individual- (i.e., youth, families, and parents), community-, and population-level strategies (e.g. environmental approaches). One logic model shall outline CSB federal substance abuse block grant (SABG) prevention set aside-funded services. The other model(s) shall be the CSB partnership coalition's logic model(s) reflecting the collaborative relationship of the CSB with the coalition in the implementation of community-level and environmental approaches. The CSB shall use the Institute of Medicine model to identify target populations based on levels of risk – universal, selective, and indicated. Substance abuse prevention services may not be delivered to persons who have substance use disorders in an effort to prevent continued substance use. The CSB shall utilize the six CSAP evidenced-based strategies: information dissemination, education and skill building, alternatives, problem identification and referral, community-based process, and environmental approaches. Community-based process and coalitions and environmental approaches are keys to achieving successful outcomes and are Department priorities. CSBs shall use evidence-based prevention programs, practices, and strategies. Seventy-five percent of SABG prevention set aside-funded services shall be programs, practices, or strategies included in a federal list of evidence-based interventions. A minimum of 25 percent of SABG prevention set aside-funded services shall be the community-based process and coalition strategy and 25 percent shall be environmental strategies.

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

g.) **SYNAR Activities and Merchant Education:** In July 1992, Congress enacted P.L. 102-321 section 1926, the SYNAR Amendment, to decrease youth access to tobacco. To stay in compliance with the SABG, states must meet and sustain the merchant retail violation rate (RVR) under 20 percent or face penalties to the entire SABG, including funds for treatment. Merchant education involves educating local merchants about the consequences of selling tobacco products to youth. This strategy has been effective in keeping state RVR rates under the required 20 percent. The CSB shall conduct merchant education activities with all merchants deemed by the Alcoholic Beverage Control Board to be in violation of selling tobacco products to youth in the CSB's service area. Other merchants shall be added if deemed to be at higher risk due to factors such as being in proximity to schools. The CSB, itself or in collaboration with the local coalition, shall continuously update the verified list of tobacco retailers, including all retailers selling vapor products, by conducting store audits. The CSB shall conduct store audits of and merchant education with 100 percent of tobacco retailers in its service area over a two year period. Beginning in FY 2003, the Department allocated $10,000 annually to the CSB to complete SYNAR-related tasks. All store audit and merchant education activities shall be

documented in the Counter Tools system and recorded in the Social Solutions Efforts to Outcomes – (ETO) Prevention Data System. Tobacco education programs for youth with the goal of reducing prevalence or use are not to be identified as SYNAR activities.

h.) **Recovery Orientation:** The CSB shall implement a plan for assessing and increasing its recovery orientation over time in accordance with Section 5: Advancing the Vision of the Partnership Agreement and shall administer the Recovery Oriented Systems Indicators (ROSI) Consumer Survey (42 items) with a statistically valid sample of five percent or a minimum of 70, whichever is larger, of individuals with serious mental illness receiving mental health services from the CSB and the ROSI Provider Survey (23 item Administrative Profile) biennially and report on its recovery orientation to the Department by the last business day of March in odd-numbered years.

5.) **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 case managers complete the ISP training modules developed by the Department within 60 days of their availability on the Department's web site.

6.) **Developmental Case Management Services Organization:** The CSB shall structure its developmental case management services so that it does not provide case management and DD Waiver services to the same individual to ensure the independence of services from case management and avoid perceptions of undue case management influence on service choices by individuals.

7.) **Program and Service Reviews:** The Department may conduct or contract for reviews of programs or services provided or contracted by the CSB under this contract to examine their quality or performance at any time as part of its monitoring and review responsibilities or in response to concerns or issues that come to its attention, as permitted under 45 CFR § 164.512 (a), (d), and (k) (6) (ii) and as part of its health oversight functions under § 32.1-127.1:03 (D) (6) and § 37.2-508 or § 37.2-608 of the Code of Virginia or with a valid authorization by the individual receiving services or his authorized representative that complies with the Human Rights Regulations and the 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.

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

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

c. **Reporting Requirements**

1.) **CSB Responsibilities:** For purposes of reporting to the Department, the CSB shall comply with State Board Policy 1037 and shall:

a.) provide monthly Community Consumer Submission (CCS) extracts that report individual characteristic and service data to the Department, as required by § 37.2-508 or § 37.2-608 of the Code of Virginia, 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 of Virginia, and as defined in the current CCS Extract Specifications and Design Specifications, including the current Business Rules, that are available on the community contracting web page and are incorporated into and made a part of this contract by reference;

b.) follow the current Core Services Taxonomy and CCS Extract Specifications and Design Specifications, including the current Business Rules, when responding to reporting requirements established by the Department;

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

d.) follow the user acceptance testing process described in Appendix D of the CSB Administrative Requirements for new CCS 3 releases and participate in the user acceptance testing process when requested to do so by the Department;

e.) report service data on substance abuse prevention services provided by the CSB that are supported wholly or in part by the SABG set aside for prevention services through the ETO Prevention Data System, as outlined in approved data matrices and reporting deadlines, including quarterly reporting; report service data on state-funded mental health first aid and suicide prevention services through ETO, but report funding, expenditure, and cost data on these services through CARS per section 2.a.); and report service, funding, expenditure, and cost data on any other mental health prevention services through CCS 3 and CARS;

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

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

h.) report data identified collaboratively by the Department and the CSB working through the Virginia Association of Community Services Boards Data Management Committee on the regional REACH program if the CSB is the fiscal agent for this program.

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

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

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

c.) community waiting list information for the Comprehensive State Plan that is required by § 37.2-315 of the Code of Virginia, as permitted under § 32.1-127.1:03 (D) (6) of the Code of Virginia and 45 CFR § 164.512 (d) and (k) (6) (ii) (when required);

d.) State Facility Discharge Waiting List Data Base reports using ACCESS software supplied by the Department;

e.) Federal Balance Report (October 15);

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

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

h.) other reporting requirements in the current CCS Extract or Design Specifications.

3.) **Subsequent Reporting Requirements:** In accordance with State Board Policy 1037, the CSB shall work with the Department through the Virginia Association of Community Services Boards Data Management Committee (DMC) to ensure that current data and reporting requirements are consistent with each other and the current Core Services Taxonomy, the current CCS, and the Treatment Episode Data Set (TEDS) and other federal reporting requirements. The CSB also shall work with the Department through the DMC in planning and developing any additional reporting or documentation requirements beyond those identified in this contract to ensure that the requirements are consistent with the current taxonomy, the current CCS, and the TEDS and other federal reporting requirements.

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

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

d. **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.

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

The CSB shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder by their compliance dates, except where the HIPAA requirements and applicable state law or regulations are contrary and state statutes or regulations are more stringent, as defined in 45 CFR § 160.202, than the related HIPAA requirements. The CSB shall ensure sensitive data, including HIPAA-protected health information, personally identifiable information, and other confidential data, exchanged electronically with the Department, its state hospitals and training centers, other CSBs, other providers, or persons meets the requirements in the FIPS 140-2 standard and is encrypted using a method supported by the Department. The Department will accept 256 bit encryption methods that are FIPS 140-2 compliant.

The CSB shall follow the procedures and satisfy the requirements in the Performance Contract Process and the Administrative Performance Standards in Exhibits E and I of this contract. The CSB shall document compliance with § 37.2-501 or § 37.2-602 of the Code of Virginia in Exhibit H of this contract.

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

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

g. **Intensive Care Coordination for the Comprehensive Services Act**

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

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

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

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

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

7. **Department Responsibilities**

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

b. **State Facility Services**

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

2.) **Bed Utilization:** The Department shall track, monitor, and report on the CSB's utilization of state hospital and training center beds and provide data to the CSB about individuals receiving services from its service area who are served in state hospitals and training centers as permitted under 45 CFR §§ 164.506 (c) (1), (2), and (4) and 164.512 (k) (6) (ii). The Department shall post 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 on its web site.

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 provisions of the Continuity of Care Procedures, attached to the CSB Administrative Requirements as Appendix A, and the current *Collaborative Discharge Protocols for Community Services Boards and State Hospitals – Adult & Geriatric or Child & Adolescent* and the current *Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities*. The Department shall assure state hospitals and training centers use teleconferencing technology to the greatest extent practicable to facilitate the CSB's participation in treatment planning activities and fulfillment of its discharge planning responsibilities for individuals in state hospitals and training centers for whom it is the case management CSB.

4.) **Medical Screening and Medical Assessment:** When working with CSBs and other facilities to arrange for treatment of individuals in the state hospital, the state hospital shall assure that its staff follows the most 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.

6.) **Recovery Orientation:** The Department shall ensure that each state hospital implements a plan for assessing and increasing its recovery orientation over time in accordance with Section 5: Advancing the Vision of the Partnership Agreement, and

each state hospital shall report on its recovery orientation to the Department by the last business day of March in odd-numbered years.

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

c. **Quality of Care**

1.) **Measures:** The Department in collaboration with the VACSB Data Management and Quality Assurance Committees 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 of Virginia, and shall collect information about these measures and work with the CSB to use them as part of the Continuous Quality Improvement Process described in Appendix E of the CSB Administrative Requirements to improve services.

2.) **Department CSB Performance Measures Data Dashboard:** The Department shall develop a data dashboard to display the CSB Performance Measures in Exhibit B, developed in collaboration with the CSB, and post it on its web site. The Department shall work with the CSB to identify and implement actions to improve the CSB's ranking on any outcome or performance measure on which it is below the benchmark.

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

4.) **Recovery Orientation:** The Department shall implement a plan for assessing and increasing its recovery orientation over time in accordance with Section 5: Advancing the Vision of the Partnership Agreement and shall report on its recovery orientation on its web site by the last business day of March in odd-numbered years. It shall work with the CSB within the resources available to support the CSB's efforts to assess and increase its recovery orientation over time and review and provide feedback to the CSB on its efforts.

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

6.) **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*, monitor compliance with the human rights requirements in those regulations, and conduct reviews and investigations

referenced in those regulations. The Department's human rights staff shall be available on a daily basis, including weekends and holidays, to receive reports of allegations of violations of the human rights of individuals receiving services from the CSB.

7.) **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.

d. **Reporting Requirements**

1.) **Subsequent Reporting Requirements:** In accordance with State Board Policy 1037, the Department shall work with CSBs through the Virginia Association of Community Services Boards Data Management Committee (DMC) to ensure that current data and reporting requirements are consistent with each other and the current Core Services Taxonomy, the current Community Consumer Submission (CCS), and the Treatment Episode Data Set (TEDS) and other federal reporting requirements. The Department also shall work with CSBs through the DMC in planning and developing any additional reporting or documentation requirements beyond those identified in this contract to ensure that the requirements are consistent with the current taxonomy, the current CCS, and the TEDS and other federal reporting requirements.

2.) **Community Consumer Submission:** The Department shall collaborate with CSBs through the DMC in the implementation and modification of the current CCS, which reports individual characteristic and service data that is required under § 37.2-508 or § 37.2-608 of the Code of Virginia, the federal Substance Abuse and Mental Health Services Administration, and Part C of Title XIX of the Public Health Services Act - Block Grants, §1943 (a) (3) and § 1971 and § 1949, as amended by Public Law 106-310, to the Department and is defined in the current CCS Extract Specifications and Design Specifications, including the current Business Rules. The Department will receive and use individual characteristic and service data disclosed by the CSB through the CCS 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 of Virginia and shall implement procedures to protect the confidentiality of this information pursuant to § 37.2-504 or § 37.2-605 of the Code of Virginia and HIPAA. The Department shall follow the user acceptance testing process described in Appendix D of the CSB Administrative Requirements for new CCS 3 releases.

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

4.) **Surveys:** The Department shall ensure that all surveys and requests for data have been reviewed for cost effectiveness and developed through a joint Department and CSB process. The Department shall comply with the Procedures for Approving CSB

Surveys, Questionnaires, and Data Collection Instruments and Establishing Reporting Requirements, reissued by Commissioner James Stewart on March 4, 2011.

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

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

The Department and its state hospitals and training centers shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder by their compliance dates, except where the HIPAA requirements and applicable state law or regulations are contrary and state statutes or regulations are more stringent, as defined in 45 CFR § 160.202, than the related HIPAA requirements. The Department and its state hospitals and training centers shall ensure that any sensitive data, including HIPAA-protected health information, personally identifiable information, and other confidential data, exchanged electronically with CSBs, other providers, or persons meets the requirements in the FIPS 140-2 standard and is encrypted using a method supported by the Department and CSB. The Department will use 256 bit encryption methods that are FIPS 140-2 compliant.

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

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

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

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

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

8. **Subcontracting:** The CSB may subcontract any requirements in this contract. The CSB shall remain fully and solely responsible and accountable for meeting all of its obligations and duties under this contract, including all services, terms, and conditions, without regard to its subcontracting arrangements. Subcontracting shall comply with applicable statutes, regulations, and guidelines, including the Virginia Public Procurement Act. All subcontracted activities shall be formalized in written contracts between the CSB and subcontractors. The CSB agrees to provide copies of contracts or other documents to the Department on request.

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

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

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

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

c. **Subcontractor Dispute Resolution:** The CSB shall include contract dispute resolution procedures in its contracts with subcontractors.

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

9. Terms and Conditions

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

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

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

1.) reduction or withdrawal of state general or federal funds, unless funds for this activity are withdrawn by action of the General Assembly or federal government or by adjustment of allocations or payments pursuant to section 5 of this contract;

2.) termination or suspension of the contract, unless funding is no longer available;

3.) refusal to negotiate or execute a contract modification;

4.) disputes arising over interpretation or precedence of terms, conditions, or scope of the contract; or

5.) determination that an expenditure is not allowable under this contract.

d. **Termination**

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

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

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

e. **Remediation Process:** The remediation process mentioned in § 37.2-508 or § 37.2-608 of the Code of Virginia is an informal procedure that shall be used by the Department and the CSB to address a particular situation or condition identified by the Department or the CSB that may, if unresolved, result in termination of the contract, in whole or in part, in accordance with the provisions of section 9.d of this contract. The details of this remediation process shall be developed by the parties and added as an exhibit of this contract. This exhibit shall describe the situation or condition and include the performance measures that shall document a satisfactory resolution of the situation or condition.

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

1.) Within 15 days of the CSB's identification or receipt of a disputable action taken by the Department or of the Department's identification or receipt of a disputable action taken by the CSB, the party seeking resolution of the dispute shall submit a written notice to the Department's Director of Community Contracting, stating its desire to use the dispute resolution process. The written notice must describe the condition, nature, and details of the dispute and the relief sought by the party.

2.) The Director of Community Contracting shall review the written notice and determine if the dispute falls within the conditions listed in section 9.c. If it does not, the Director of Community Contracting shall notify the party in writing within seven days of receipt of the written notice that the dispute is not subject to this dispute resolution process. The party may appeal this determination to the Commissioner in writing within seven days of its receipt of the Director's written notification.

3.) If the dispute falls within the conditions listed in section 9.c, the Director of Community Contracting shall notify the party within seven days of receipt of the written notice that a panel will be appointed within 15 days to conduct an administrative hearing.

4.) Within 15 days of notification to the party, a panel of three or five disinterested persons shall be appointed to hear the dispute. The CSB shall appoint one or two members; the Commissioner shall appoint one or two members; and the appointed members shall appoint the third or fifth member. Each panel member will be informed of the nature of the dispute and be required to sign a statement indicating that he has no interest in the dispute. Any person with an interest in the dispute shall be relieved of panel responsibilities and another person shall be selected as a panel member.

5.) The Director of Community Contracting will contact the parties by telephone and arrange for a panel hearing at a mutually convenient time, date, and place. The panel hearing shall be scheduled not more than 15 days after the appointment of panel members. Confirmation of the time, date, and place of the hearing will be communicated to all parties at least seven days in advance of the hearing.

6.) The panel members shall elect a chairman and the chairman shall convene the panel. The party requesting the panel hearing shall present evidence first, followed by the presentation of the other party. The burden shall be on the party requesting the panel hearing to establish that the disputed decision or action was incorrect and to present the basis in law, regulation, or policy for its assertion. The panel may hear rebuttal evidence after the initial presentations by the CSB and the Department. The panel may question either party in order to obtain a clear understanding of the facts.

7.) Subject to provisions of the Freedom of Information Act, the panel shall convene in closed session at the end of the hearing and shall issue written recommended findings of

fact within seven days of the hearing. The recommended findings of fact shall be submitted to the Commissioner for a final decision.

8.) The findings of fact shall be final and conclusive and shall not be set aside by the Commissioner unless they are (1) fraudulent, arbitrary, or capricious; (2) so grossly erroneous as to imply bad faith; (3) 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 (4) not within the CSB's purview.

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

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

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

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

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

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

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

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

Virginia Department of Behavioral Health And Developmental Services

By: _____

Name: Jack W. Barber, M.D.
Title: Interim Commissioner

Date: _____

Colonial Behavioral Health

CSB

By: _____

Name: Charles McAdams
Title: CSB Chairperson

Date: June 7, 2016

By: _____

Name: David Coe
Title: CSB Executive Director

Date: June 7, 2016

FY 2017 Community Services Performance Contract

FY 2017 Exhibit A: Resources and Services

Colonial Behavioral Health

Consolidated Budget (Pages AF-3 through AF-8)				
Funding Sources	Mental Health Services	Developmental Services	Substance Abuse Services	TOTAL
State Funds	3,864,124	258,351	1,292,934	5,415,409
Local Matching Funds	863,473	1,519,657	0	2,383,130
Total Fees	2,881,809	2,558,996	311,930	5,752,735
Transfer Fees In/(Out)	-188,584	242,959	-54,375	0
Federal Funds	84,934	0	419,320	504,254
Other Funds	791,440	32,635	128,069	952,144
State Retained Earnings	144,887	103,714	151,399	400,000
Federal Retained Earnings	0		0	0
Other Retained Earnings	0	0	0	0
Subtotal Ongoing Funds	**8,442,083**	**4,716,312**	**2,249,277**	**15,407,672**
State Funds One-Time	0		0	0
Federal Funds One-Time	0		0	0
Subtotal One -Time Funds	**0**	**0**	**0**	**0**
TOTAL ALL FUNDS	**8,442,083**	**4,716,312**	**2,249,277**	**15,407,672**

Cost for MH/DV/SA Services	**6,437,100**	**4,671,680**	**2,134,000**	**13,242,780**

Cost for Emergency Services (AP-4)	**1,546,392**
Cost for Ancillary Services (AP-4)	**618,500**
Total	**15,407,672**

Local Match Computation	
Total State Funds	5,415,409
Total Local Matching Funds	2,383,130
Total State and Local Funds	7,798,539
Total Local Match % (Local/Total State + Local)	**30.56%**

CSB Administrative Expenses	
Total Admin. Expenses	1,396,285
Total Expenses	15,407,672
Administrative Percent	**9.06%**

FY2017 Community Services Performance Contract

Exhibit A: Resources and Services

Colonial Behavioral Health

Financial Comments

Comment1	MH Other Funds: Wmsbg Comm Health Found - $434,539; Other Misc - $356,901
Comment2	
Comment3	
Comment4	
Comment5	
Comment6	
Comment7	
Comment8	
Comment9	
Comment10	
Comment11	
Comment12	
Comment13	
Comment14	
Comment15	
Comment16	
Comment17	
Comment18	
Comment19	
Comment20	
Comment21	
Comment22	
Comment23	
Comment24	
Comment25	

FY 2017 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Mental Health (MH) Services
Colonial Behavioral Health

Funding Sources	Funds
FEES	
MH Medicaid Fees	1,910,506
MH Fees: Other	971,303
Total MH Fees	2,881,809
MH Transfer Fees In/(Out)	-188,584
MH Net Fees	2,693,225
FEDERAL FUNDS	
MH FBG SED Child & Adolescent (93.958)	37,282
MH FBG Young Adult SMI (93.958)	0
MH FBG SMI (93.958)	11,574
MH FBG SMI PACT (93.958)	0
MH FBG SMI SWVBH Board (93.958)	0
Total MH FBG SMI Funds	11,574
MH FBG Geriatrics (93.958)	0
MH FBG Peer Services (93.958)	0
Total MH FBG Adult Funds	11,574
MH Federal PATH (93.150)	0
MH Federal CABHI (93.243)	
Federal CCBHC (93.829)	36,078
MH Other Federal - DBHDS	0
MH Other Federal - CSB	0
Total MH Federal Funds	84,934
STATE FUNDS	
Regional Funds	
MH Acute Care (Fiscal Agent)	0
MH Acute Care Transfer In/(Out)	0
MH Net Acute Care - Restricted	0
MH Regional DAP (Fiscal Agent)	0
MH Regional DAP Transfer In/(Out)	80,951
MH Net Regional DAP - Restricted	80,951
MH Regional Residential DAP - Restricted	0
MH Crisis Stabilization (Fiscal Agent)	0
MH Crisis Stabilization - Transfer In/(Out)	0
Total Net MH Crisis Stabilization - Restricted	0

FY 2017 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Mental Health (MH) Services
Colonial Behavioral Health

Funding Sources	Funds
MH Recovery (Fiscal Agent)	0
MH Other Merged Regional Funds (Fiscal Agent)	616,110
MH Total Regional Transfer In/(Out)	0
Total MH Net Unrestricted Regional State Funds	616,110
Total MH Net Regional State Funds	697,061
Children State Funds	
MH Child & Adolescent Services Initiative	77,465
MH Children's Outpatient	75,000
Total MH Restricted Children's Funds	152,465
MH State Children's Services	25,000
MH Juvenile Detention	111,724
MH Demo Proj-System of Care (Child)	0
Total MH Unrestricted Children's Funds	136,724
MH Crisis Response & Child Psychiatry (Fiscal Agent)	0
MH Crisis Response & Child Psychiatry Transfer In/(Out)	117,389
Total MH Net Restricted Crisis Response & Child Psychiatry	117,389
Total State MH Children's Funds (Restricted for Children)	406,578
Other State Funds	
MH Law Reform	265,194
MH Pharmacy - Medication Supports	127,464
MH Jail Diversion Services	0
MH Adult Outpatient Competency Restoration Srvs	0
MH CIT-Assessment Sites	360,336
MH Expand Telepsychiatry Capacity	14,148
MH Young Adult SMI	0
MH PACT	0
MH PACT - Forensic Enhancement	0
MH PSH - CABHI	0
MH Permenant Supportive Housing (Non-CABHI)	0
CCBHC - State Portion	0
MH Expanded Community Capacity (Fiscal Agent)	0
MH Expanded Community Capacity Transfer In/(Out)	134,712
Total MH Net Expanded Community Capacity	134,712
MH First Aid and Suicide Prevention (Fiscal Agent)	0
MH First Aid and Suicide Prevention Transfer In/(Out)	0
Total MH Net First Aid and Suicide Prevention	0
Total MH Restricted Other State Funds	901,854

FY 2017 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Mental Health (MH) Services
Colonial Behavioral Health

Funding Sources	Funds
MH State Funds	1,858,631
MH State Regional Deaf Services	0
MH State NGRI	0
MH Geriatrics Services	0
Total MH Unrestricted Other State Funds	1,858,631
Total MH Other State Funds	2,760,485
TOTAL MH STATE FUNDS	3,864,124
OTHER FUNDS	
MH Other Funds	791,440
MH Federal Retained Earnings	0
MH State Retained Earnings	144,887
MH State Retained Earnings - Regional Prog	0
MH Other Retained Earnings	0
Total MH Other Funds	936,327
LOCAL MATCHING FUNDS	
MH Local Government Appropriations	863,473
MH Philanthropic Cash Contributions	0
MH In-Kind Contributions	0
MH Local Interest Revenue	0
Total MH Local Matching Funds	863,473
Total MH Funds	8,442,083
MH ONE TIME FUNDS	
MH FBG SMI (93.958)	0
MH FBG SED Child & Adolescent (93.958)	0
MH FBG Peer Services (93.958)	0
MH State Funds	0
Total One Time MH Funds	0
Total MH All Funds	8,442,083

FY 2017 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Developmental Services (DV)
Colonial Behavioral Health

Funding Sources	Funds
FEES	
DV Other Medicaid Fees	2,558,396
DV Medicaid ICF/ID	0
DV Fees: Other	600
Total DV Fees	2,558,996
DV Transfer Fees In/(Out)	242,959
DV NET FEES	2,801,955
FEDERAL FUNDS	
DV Other Federal - DBHDS	0
DV Other Federal - CSB	0
Total DV Federal Funds	0
STATE FUNDS	
DV State Funds	258,351
DV OBRA	0
Total DV Unrestricted State Funds	258,351
DV Rental Subsidies	0
DV Crisis Stabilization (Fiscal Agent)	0
DV Crisis Stabilization Transfer In(Out)	0
DV Net Crisis Stabilization	0
DV Crisis Stabilization-Children (Fiscal Agent)	0
DV Crisis Stabilization-Children Transfer In(Out)	0
DV Net Crisis Stabilization -Children	0
Total DV Restricted State Funds	0
Total DV State Funds	258,351
OTHER FUNDS	
DV Workshop Sales	0
DV Other Funds	32,635
DV State Retained Earnings	103,714
DV State Retained Earnings-Regional Prog	0
DV Other Retained Earnings	0
Total DV Other Funds	136,349
LOCAL MATCHING FUNDS	
DV Local Government Appropriations	1,519,657
DV Philanthropic Cash Contributions	0
DV In-Kind Contributions	0
DV Local Interest Revenue	0
Total DV Local Matching Funds	1,519,657
Total DV Funds	**4,716,312**

Report Date 6/20/2016

FY 2017 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Substance Abuse (SA) Services

Colonial Behavioral Health

Funding Sources	Funds
FEES	
SA Medicaid Fees	40,793
SA Fees: Other	271,137
Total SA Fees	311,930
SA Transfer Fees In/(Out)	-54,375
SA NET FEES	257,555
FEDERAL FUNDS	
SA FBG Alcohol/Drug Trmt (93.959)	107,337
SA FBG SARPOS (93.959)	17,436
SA FBG Jail Services (93.959)	0
SA FBG Co-Occurring (93.959)	18,111
SA FBG New Directions (93.959)	0
SA FBG Recovery (93.959)	0
Total SA FBG A/D Trmt Funds	142,884
SA FBG Women (includes LINK at 6 CSBs) (93.959)	159,253
SA FBG Prevention-Women (LINK) (93.959)	0
Total SA FBG Women	159,253
SA FBG Prevention (93.959)	117,183
SA FBG Prev-Family Wellness (93.959)	0
Total SA FBG Prevention	117,183
SA Federal CABHI (93.243)	0
SA Federal Strategic Prevention (93.243)	0
SA Other Federal - DBHDS	0
SA Other Federal - CSB	0
TOTAL SA FEDERAL FUNDS	419,320
STATE FUNDS	
Regional Funds	
SA Facility Reinvestment (Fiscal Agent)	0
SA Facility Reinvestment Transfer In/(Out)	0
SA Net Facility Reinvestment	0
Other State Funds	
SA Women (includes LINK at 4 CSBs) (Restricted)	600
SA Recovery Employment	0
SA Peer Support Recovery	0
Total SA Restricted Other State Funds	600

FY 2017 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Substance Abuse (SA) Services

Colonial Behavioral Health

Funding Sources	Funds
SA State Funds	990,480
SA Region V Residential	68,733
SA Jail Services/Juv Detention	0
SA MAT - Medically Assisted Treatment	0
SA SARPOS	33,121
SA Recovery	200,000
SA HIV/AIDS	0
Total SA Unrestricted Other State Funds	1,292,334
Total SA Other State Funds	1,292,934
TOTAL SA STATE FUNDS	1,292,934
OTHER FUNDS	
SA Other Funds	128,069
SA Federal Retained Earnings	0
SA State Retained Earnings	151,399
SA State Retained Earnings-Regional Prog	0
SA Other Retained Earnings	0
Total SA Other Funds	279,468
LOCAL MATCHING FUNDS	
SA Local Government Appropriations	0
SA Philanthropic Cash Contributions	0
SA In-Kind Contributions	0
SA Local Interest Revenue	0
Total SA Local Matching Funds	0
Total SA Funds	2,249,277
SA ONE-TIME FUNDS	
SA FBG Alcohol/Drug Trmt (93.959)	0
SA FBG Women (includes LINK-6 CSBs) (93.959)	0
SA FBG Prevention (93.959)	0
SA State Funds	0
Total SA One-Time Funds	0
Total All SA Funds	2,249,277

FY 2017 Community Services Performance Contract

Local Government Tax Appropriations

Colonial Behavioral Health

City/County	Tax Appropriation
Williamsburg City	242,111
Poquoson City	180,396
York County	783,300
James City County	1,177,323
Total Local Government Tax Funds:	2,383,130

FY 2017 Community Services Performance Contract

FY 2017 Exhibit A: Resources and Services

Supplemental Information

Reconciliation of Projected Revenues and Utilization Data Core Services Costs by Program Area

Colonial Behavioral Health

	MH Services	DV Services	SA Services	Emergency Services	Ancillary Services	Total
Total All Funds (Page AF-1)	8,442,083	4,716,312	2,249,277			15,407,672
Cost for MH, DV, SA, Emergency, and Ancillary Services (Page AF-1)	6,437,100	4,671,680	2,134,000	1,546,392	618,500	15,407,672
Difference	2,004,983	44,632	115,277	-1,546,392	-618,500	0

Difference results from

Other: 0

Explanation of Other in Table Above:

FY 2017 Community Services Performance Contract

FY 2017 Exhibit A: Resources and Services

CSB 100 Mental Health Services

Colonial Behavioral Health

Report for Form 11

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
310 Outpatient Services	15.65 FTEs	2000	$3,302,000
320 Case Management Services	15.8 FTEs	500	$1,615,000
420 Ambulatory Crisis Stabilization Services	1 Slots	15	$32,100
425 Mental Health Rehabilitation	40 Slots	65	$494,000
551 Supervised Residential Services	1 Beds	2	$78,500
581 Supportive Residential Services	7.5 FTEs	95	$899,500
610 Prevention Services	0.15 FTEs		$16,000
	Totals	**2,677**	**$6,437,100**

FY 2017 Community Services Performance Contract

FY 2017 Exhibit A: Resources and Services

CSB 200 Developmental Services

Colonial Behavioral Health

Report for Form 21

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
310 Outpatient Services	0.02 FTEs	5	$1,500
320 Case Management Services	9.5 FTEs	200	$831,500
425 Developmental Habilitation	45 Slots	60	$1,815,000
551 Supervised Residential Services	12 Beds	12	$1,935,000
581 Supportive Residential Services	0.27 FTEs	5	$26,000
610 Prevention Services	0 FTEs		$62,680
	Totals	**282**	**$4,671,680**

FY 2017 Community Services Performance Contract

FY 2017 Exhibit A: Resources and Services

CSB 300 Substance Abuse Services

Colonial Behavioral Health

Report for Form 31

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
310 Outpatient Services	5.5 FTEs	600	$1,096,000
313 Intensive Outpatient Services	3.5 FTEs	140	$679,000
320 Case Management Services	1 FTEs	30	$93,000
501 Highly Intensive Residential Services (Medically Managed Withdrawal Services)	1 Beds	4	$26,000
521 Intensive Residential Services	1 Beds	8	$47,000
610 Prevention Services	1.5 FTEs		$193,000
	Totals	**782**	**$2,134,000**

FY 2017 Community Services Performance Contract

FY 2017 Exhibit A: Resources and Services

CSB 400 Emergency and Ancillary Services

Colonial Behavioral Health

Report for Form 01

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
100 Emergency Services	9 FTEs	1750	$1,546,392
318 Motivational Treatment Services	0.75 FTEs	75	$40,000
390 Consumer Monitoring Services	0.5 FTEs	40	$33,000
720 Assessment and Evaluation Services	2 FTEs	500	$411,000
620 Early Intervention Services	0.07 FTEs	30	$11,000
730 Consumer Run Services (No. Individuals Served)			$123,500
Totals		**2,395**	**$2,164,892**

FY 2017 Community Services Performance Contract

Table 1: Board of Directors Membership Characteristics

Name of CSB:	Colonial Behavioral Health				
Total Appointments:	15	**Vacancies:**	0	**Filled Appointments:**	15
Number of Individuals Who Previously Receives Services:	2				
Number of Individuals Currently Receiving Services:	1				
Number of Family Members:	8				

FY 2017 Community Services Performance Contract

Exhibit D: CSB Board of Directors Membership List

Colonial Behavioral Health

Name	Address	Phone Number	Start Date	End Date	Term No.
Alfred Brassel	115 Waterman's Way Yorktown,VA 23692	(757) 890-2518	7/1/2015	6/30/2018	1
Hazel Braxton	128 Braxton Court Williamsbug,VA 23185	(757) 229-6208	7/1/2015	6/30/2018	1
Mary Diggs	256-O Hunts Neck Road Poquoson,VA 23662	(757) 868-4773	7/1/2014	6/30/2017	2
Kenneth Drees	P.O. Box 532 Yorktown,VA 23692	(757) 890-4108	7/1/2015	6/30/2018	3
Lynda Dunnigan	366 Elmwood Lane Williamsburg,VA 23188	(757) 565-3660	7/1/2016	6/30/2019	2
Baljit Gill	128 Chinquapin Orchard Yorktown,VA 23693	(757) 868-6714	7/1/2015	6/30/2018	1
June Hagee	27 Whittaker's Mill Road Williamsburg,VA 23185	(757) 220-2565	7/1/2016	6/30/2019	2
William Karaktin	105 Michael Place Yorktown,VA 23692	(757) 875-9613	7/1/2015	6/30/2018	3
John Kuplinski	9320 Merimac Trail Williamsburg,VA 23185	(757) 820-3901	7/1/2016	6/30/2016	2
Charles McAdams	103 Royal Grant Drive Williamsburg,VA 23185	(757) 220-8943	7/1/2015	6/30/2018	3
Sue Mellen	101F Mounts Bay Road Williamsburg,VA 23188	(757) 253-6638	7/1/2015	6/30/2018	1
Stella Quinn	11 Willis Court Poquoson,VA 23662	(757) 816-1620	7/1/2015	6/30/2018	1
Rebecca Vinroot	5249 Olde Towne Road Williamsburg,VA 23188	(757) 259-3104	7/1/2016	6/30/2019	2
Talbot Vivian	108 Shamrock Avenue Yorktown,VA 23693	(757) 873-0806	7/1/2014	6/30/2017	1
Peter Walentisch	401 Lafayette Street Williamsburg,VA 23185	(757) 220-6166	7/1/2014	6/30/2017	2

FY 2017 Community Services Performance Contract

Table 2: Board Management Salary Costs

Name of CSB: **Colonial Behavioral Health** **FY2017**

Table 2a: Management Position Title	FY 2017 Beginning	Salary Range Ending	Budgeted Tot. Salary Cost	Tenure (yrs)
Executive Director	$99,999,999.00	$99,999,999.00	$170,810.00	9.00

Table 2: Integrated Behavioral and Primary Health Care Questions

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

Yes

2. If yes, who is the partner?

- ☑ a federally qualified health center
  - Name: Olde Towne Medical Center
- ☑ a free clinic
  - Name: Lackey Free Clinic; Angels of Mercy Free Clinic
- ☐ a local health department, or
  - Name:
- ☐ another organization
  - Name:

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

- ☐ on-site in a CSB program,
- ☑ on-site at the primary health care provider, or
- ☐ another site --specify:

4. Where is behavioral health care provided?

- ☑ on-site in a CSB program,
- ☑ on-site at the primary health care provider, or
- ☐ another site --specify:

FY 2017 Community Services Performance Contract

Colonial Behavioral Health

Table 2: Board Management Salary Costs

Explanations for Table 2a

Table 2b: Community Service Board Employees

1.	2.	3.	4.	5.	6.	7.
No. of FTE CSB Employees	MH	DEV	SA	SAOPA	ADMIN	TOTAL
Consumer Service FTEs	58.00	61.20	12.40	18.20		149.80
Peer Staff Service FTEs	0.00	0.00	0.00	1.00		1.00
Support Staff FTEs	17.05	17.99	3.63	5.33	9.00	53.00
TOTAL FTE CSB Employees	75.05	79.19	16.03	24.53	9.00	203.80