WASHINGTON COUNTY
BOARD OF SUPERVISORS
AGENDA - TUESDAY, AUGUST 25, 2026

Board of Supervisors - Regular Meeting **6:30 PM**

Board of Supervisors Auditorium
County Government Building
1 Government Center Place,
Abingdon, VA 24210

Dwayne Ball**, Chairman**
Randy Pennington**, Vice Chairman**
Lee Brannon**, Board Member**
Charlie Hargis Jr.**, Board Member**
Saul A Hernandez**, Board Member**
David Matlock**, Board Member**
Phillip B McCall**, Board Member**
Jason Berry**, County Administrator**
Brandon Snodgrass**, County Attorney**
Tammy Sturgill**, Director of Budget & Finance**
Alicia Roland**, Executive Assistant**

1. **CALL TO ORDER**

2. **INVOCATION AND PLEDGE OF ALLEGIANCE**
   --PHILLIP MCCALL

3. **APPROVAL OF MEETING AGENDA**
   A. **Consideration for Approval of Meeting Agenda**

4. **PRESENTATIONS**
   A. **VDoT Update by Mr. Matthew Lewis, Abingdon Residency Administrator**

5. **PUBLIC COMMENT**
   A. **Public Comments**

6. **CONSENT AGENDA**
   A. **Consent Agenda - VDOT Secondary System of State Highways Acceptance Request - Old South Way**

   B. **Supplemental Appropriation-Speed Citation Program**
      --Presenter: Tammy Sturgill

   C. **APPROVAL OF MINUTES**

   D. **Consent Agenda-Payment of Bills**
      --Presenter: Tammy Sturgill

   E. **Adoption of Resolution Requesting Virginia Department of Transportation Conduct a Safety Study along Route 659, Clear Creek Road in the Wilson Magisterial District.**

   F. **Contract Renewal for Thompson & Litton, Inc.**
      Presenter: Tammy Sturgill

   G. **Contract Renewal for TRC Engineers, Inc.**
      Presenter: Tammy Sturgill

   H. **Budget Transfer/Supplemental Appropriation**
      --Presenter: Tammy Sturgill

   I. **Supplemental Appropriation**
      --Presenter: Tammy Sturgill

7. **GENERAL BUSINESS**
   A. **Award of Cooperative Procurement for 5 Nissan Pathfinders for the Sheriff's Office**
      --Presenter: Tammy Sturgill & Sheriff's Office

B. Award of Cooperative Procurement for 10 Chevrolet Tahoe's for the Sheriff's Office
--Presenter: Tammy Sturgill & Sheriff's Office

C. Award of Cooperative Procurement for Equipment Upfitting for 10 Chevrolet Tahoe's for the Sheriff's Office
--Presenter: Tammy Sturgill & Sheriff's Office

D. Review and Approve 2026 and 2027 Community Services Performance Contract Master Agreement for Highlands Community Services.

8. BOARD MEMBER REPORTS
A. Board Member Reports

9. BOARD INFORMATION AND REMINDERS
A. BOARD INFORMATION AND REMINDERS

10. ADJOURN OR RECESS
A. ADJOURN OR RECESS THE MEETING

AGENDA ITEM NO. 3.A

Item Cover Page

BOARD OF SUPERVISORS AGENDA ITEM REPORT

DATE:	August 25, 2026
SUBMITTED BY:	Alicia Roland , County Administrator
ITEM TYPE:	Action Item
AGENDA SECTION:	APPROVAL OF MEETING AGENDA
SUBJECT:	Consideration for Approval of Meeting Agenda
SUGGESTED MOTION:	The Board is asked their Consideration for the Approval of the Meeting Agenda.
BACKGROUND AND SUMMARY:	
ATTACHMENTS:	

AGENDA ITEM NO. 4.A

Item Cover Page

BOARD OF SUPERVISORS AGENDA ITEM REPORT

DATE: August 25, 2026

SUBMITTED BY: Alicia Roland , County Administrator

ITEM TYPE: Presentation

AGENDA SECTION: PRESENTATIONS

SUBJECT: VDoT Update by Mr. Matthew Lewis, Abingdon Residency Administrator

SUGGESTED MOTION:

BACKGROUND AND SUMMARY:

Mr. Matthew Lewis, Abingdon Residency Administrator will provide the Board with an update from VDoT

ATTACHMENTS:

AGENDA ITEM NO. 5.A

Item Cover Page

BOARD OF SUPERVISORS AGENDA ITEM REPORT

DATE:	August 25, 2026
SUBMITTED BY:	Alicia Roland , County Administrator
ITEM TYPE:	Information Item
AGENDA SECTION:	PUBLIC COMMENT
SUBJECT:	**Public Comments**
SUGGESTED MOTION:	**Chairman's Opening Statement For Public Comment Period:** "At this time, the Board will hear Public Comment from those registered to speak. Please come to the Podium as I call your name, and please restate your name, mailing address and any organization you represent. Each speaker will have five minutes for comments beginning with the green light on the Podium, with 1 minute remaining when the green light begins blinking and 30 seconds remaining to conclude when the yellow light appears. Speakers are reminded that Board members and staff will not address questions or otherwise engage speakers during the Public Comment period."

BACKGROUND AND SUMMARY:

Rules Governing Public Comment Period:

The follow is excerpted from the By-Laws of the Washington County Board of Supervisors, Article 8, Conduct of Meetings of the Board of Supervisors):
8.9. A period for Public Comment shall be provided as part of the Agenda for the Board's regular monthly meetings. The Public Comment period is provided to permit Washington County residents or property owners an opportunity to address the Board on legitimate matters of county business. This period shall be governed by the following provisions:

8.9.1. The Public Comment period shall be strictly limited to five (5) minutes per speaker and restricted to residents of Washington County or owners of property located within Washington County. The matters on which speakers may address the Board shall be limited to legitimate matters of county business. No speaker shall engage in political statements, personal attacks upon members of the Board of Supervisors, county employees and officials, or any other person, nor are speakers entitled to use abusive language or discuss matters outside of the authority of the Board of Supervisors. Matters subject to a public hearing scheduled for the same meeting shall not be addressed during the Public Comment period. Violation of these rules shall enable the Chairman to rule the speaker out of order and by directive to have the speaker removed from the meeting, if necessary, and to take such other steps the Chairman deems appropriate, including bringing charges against the speaker in the name of the Board of Supervisors. Any speaker removed from the meeting once or ruled out of order twice within a twelve (12)-month period shall have their privilege to speak before the Board during Public Comment suspended for one (1) year. The Chairman's decision to remove or rule a speaker out of order shall be final and unappealable.

8.9.2. All persons wishing to speak during the Public Comment period must register to do so on a sign-up sheet available immediately prior to and during the period. Speakers shall address the Board from the Lectern upon recognition by the Chairman, whereupon they shall identify themselves, any title and organization they represent, and provide a mailing address. The Chairman at his discretion may provide a verbal advisory to a speaker at the Lectern after four (4) minutes and thirty (30) seconds have elapsed to conclude comments. A timing device may be used in addition to or in lieu of Chairman giving notice.

8.9.3. Board members, county employees and officials shall not respond to questions posed nor address or rebut speaker's statements made during the Public Comment period. Matters raised during the Public Comment period may be discussed during Board Member Reports and the Board at its discretion may direct that such matters be placed on the Agenda of a future meeting.

8.9.4. The provisions of this subsection shall be stated on the Public Comment sign-up sheet. Speakers shall acknowledge their understanding of and agreement to abide by these provisions by registering to speak.

ATTACHMENTS:

AGENDA ITEM NO. 6.A

Item Cover Page

BOARD OF SUPERVISORS AGENDA ITEM REPORT

DATE:	August 25, 2026
SUBMITTED BY:	Alicia Roland , County Administrator
ITEM TYPE:	Action Item
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Consent Agenda - VDOT Secondary System of State Highways Acceptance Request - Old South Way
SUGGESTED MOTION:	Staff suggests the adoption of Resolution 2021-34 and authorization for the County Administrator to sign the AM 4.3 Form.

BACKGROUND AND SUMMARY:

The County has received a request to ask Virginia Department of Transportation requesting that Oak Park Drive be accepted as a part of the secondary system of state highways.

Please see attached Resolution for the Board's consideration.

ATTACHMENTS:

COUNTY OF WASHINGTON, VIRGINIA

BOARD OF SUPERVISORS
DWAYNE A. BALL
CHAIRMAN
G-11 "WILSON" ELECTION DISTRICT
RANDY L. PENNINGTON
VICE-CHAIRMAN
B-11 "JEFFERSON" ELECTION DISTRICT
PHILLIP B. MCCALL
A-11 "HARRISON" ELECTION DISTRICT
CHARLIE S. HARGIS JR.
C-11 "MADISON" ELECTION DISTRICT
W. LEE BRANNON
D-11 "MONROE" ELECTION DISTRICT
DAVID MATLOCK
E-11 "TAYLOR" ELECTION DISTRICT
SAUL A. HERNANDEZ
F-11 "TYLER" ELECTION DISTRICT

COUNTY ADMINISTRATION
JASON N. BERRY
COUNTY ADMINISTRATOR
BRANDON SNODGRASS
COUNTY ATTORNEY
GOVERNMENT CENTER BUILDING
1 GOVERNMENT CENTER PLACE
SUITE A
ABINGDON, VIRGINIA 24210
276-525-1300 TELEPHONE
276-525-1309 TELEFACSIMILE
WWW.WASHCOVA.COM

RESOLUTION 2026-29

ADDITION OF 0.11 MILES OF SR 1013 FROM .22 mi N. RTE. 1718 TO CUL-DE-SAC – OAK PARK DRIVE TO SECONDARY SYSTEM OF STATE HIGHWAYS

WHEREAS, THE STREET(S) DESCRIBED ON THE ATTACHED ADDITIONS FORM AM-4.3, FULLY INCORPORATED HEREIN BY REFERENCE, ARE SHOWN ON PLATS RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF WASHINGTON COUNTY, AND

WHEREAS, THE RESIDENT ADMINISTRATOR FOR THE VIRGINIA DEPARTMENT OF TRANSPORTATION HAS ADVISED THIS BOARD THE STREET(S) MEET THE REQUIREMENTS ESTABLISHED BY THE SUBDIVISION STREET REQUIREMENTS OF THE VIRGINIA DEPARTMENT OF TRANSPORTATION, AND

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WASHINGTON COUNTY, VIRGINIA THAT THE BOARD REQUESTS THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO ADD THE STREET(S) DESCRIBED ON THE ATTACHED ADDITIONS FORM AM-4.3 TO THE SECONDARY SYSTEM OF HIGHWAYS, PURSUANT TO §33.2-705, CODE OF VIRGINIA, AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION SUBDIVISION STREET REQUIREMENTS, AND

BE IT RESOLVED THAT THE BOARD GUARANTEES A CLEAR AND UNRESTRICTED RIGHT-OF-WAY, AS DESCRIBED, AND ANY NECESSARY EASEMENTS FOR CUTS, FILLS, AND DRAINAGE, AND

BE IT FURTHER RESOLVED THAT A CERTIFIED COPY OF THIS RESOLUTION BE FORWARDED TO THE RESIDENT ADMINISTRATOR FOR THE VIRGINIA DEPARTMENT OF TRANSPORTATION.

DONE THIS THE 25TH DAY OF AUGUST, 2026.

THE FOREGOING RESOLUTION WAS DULY ADOPTED BY THE FOLLOWING VOTE:

MR. MCCALL:
MR. PENNINGTON:
MR. HARGIS:
MR. BRANNON:
MR. MATLOCK:
MR. HERNANDEZ:
MR. BALL:

JASON N. BERRY
COUNTY ADMINISTRATOR

Form AM 4.3
(Rev 07/21/2026)

ICR ID: 42934101
SSAR

COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION
Form AM 4.3

In Washington County

by Resolution of the governing body adopted 8/25/2026

The following VDOT Form AM-4.3 is hereby attached and incorporated as part of the governing body's resolution for changes to the secondary system of state highways.

A Copy Testee Signed (County Official):_____

Report of Changes in the Secondary System of State Highways

Project/Subdivision: **Rte 1745 Extension**

CHANGE TYPE	RTE NUM & STREET NAME	CHANGE DESCRIPTION	FROM TERMINI	TO TERMINI	LENGTH	NUMBER OF LANES	RECORDATION REFERENCE	ROW WIDTH
Addition	Rt. 1745 - Oak Park Drive	New subdivision street §33.2-705	From 0.22-mi N Rte 1718	Cul-de-sac	0.11	2	BK 87, PG 10	60

AGENDA ITEM NO. 6.B

Item Cover Page

BOARD OF SUPERVISORS AGENDA ITEM REPORT

DATE: August 25, 2026

SUBMITTED BY: Kendall Williams , Budget & Finance

ITEM TYPE: Action Item

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Supplemental Appropriation-Speed Citation Program
--Presenter: Tammy Sturgill

SUGGESTED MOTION: Motion to approve Supplemental Appropriation as presented.

BACKGROUND AND SUMMARY:

The Board is requested to consider the following Supplemental Appropriation for the Washington County Sheriff's Office Speed Citation program for the month of July:

Expenditures

1.	008-031823-418205-000-0000-50134	$1,130,747.50	WCSO-Speed Citation Program

Revenues

008-001401-311422-000-0000-50134	$1,130,747.50	Speed Citation Revenue

ATTACHMENTS:

Outlook

Fw: Washington County WZ SP - Reconciliation July 2026

Date Tue 8/4/2026 3:49 PM

2 attachments (2 MB)
INV0028502.pdf; WashCo WZ Reconciliation July 2026.xlsx;

Sheri Vaughan
Financial Director

Washington Country Sheriff's Office

Good day Sheri & Kevin,

Find attached the reconciliation for July 2026, including a copy of invoice# INV0028502 which will be deducted from the funds transferred to the County. The payment for July citations was completed today (ACH), and you should be able to see the funds in your account on the next business day. Let me know if you have any questions or concerns.

Description	Amount
July Reconciliation	$ 1,220,235.00
June Invoice	$ (89,487.50)
Total payment to County	**$ 1,130,747.50**

Regards,

Javier Solis

AGENDA ITEM NO. 6.C

Item Cover Page

BOARD OF SUPERVISORS AGENDA ITEM REPORT

DATE:	August 25, 2026
SUBMITTED BY:	Alicia Roland , County Administrator
ITEM TYPE:	Action Item
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	APPROVAL OF MINUTES
SUGGESTED MOTION:	The Board is requested to review and approved the following minutes: July 28, 2026 Regular Meeting August 10, 2026 Joint Meeting August 11, 2026 Regular Meeting

BACKGROUND AND SUMMARY:

The Board is requested to review and approved the following minutes:

July 28, 2026 Regular Meeting
August 10, 2026 Joint Meeting
August 11, 2026 Regular Meeting

ATTACHMENTS:

WASHINGTON COUNTY
BOARD OF SUPERVISORS MEETING

MINUTES • JULY 28, 2026

Board Auditorium **6:30 p.m.**

1 GOVERNMENT CENTER PLACE
ABINGDON, VA 24210

DRAFT - SUBJECT TO BOARD APPROVAL

1) CALL TO ORDER

Attendee Name	Status
Dwayne Ball	Present
Randy Pennington	Present
Lee Brannon	Present
Charlie Hargis Jr.	Present
David Matlock	Present
Phillip McCall	Present
Saul A. Hernandez	Absent
Jason Berry	Present
Brandon Snodgrass	Present
Tammy Sturgill	Present
Alicia Roland	Present

2) INVOCATION AND PLEDGE OF ALLEGIANCE
-- Chairman Dwayne Ball

Chairman Dwayne Ball gave the Invocation and led the Pledge of Allegiance.

3) APPROVAL OF MEETING AGENDA

3.A) Consideration for Approval of Meeting Agenda

Cover Page

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Phillip McCall
SECONDER:	David Matlock
AYES:	Dwayne Ball, Randy Pennington, Lee Brannon, Charlie Hargis Jr. , David Matlock, Phillip McCall
ABSENT:	Saul A. Hernandez

Motion to adopt The Board chose to approved the agenda as presented. Moved by Phillip McCall, seconded by David Matlock

4) PUBLIC HEARINGS

4.A) Public Hearing on Amendment of County Operating Budget FY 2026-2027 --Presenter: Tammy Sturgill

Cover Page
Resolution-FY2026-2027 Budget Amend.pdf
Final Resolution-Appropriation of Budget Amendments.pdf
Proof of Legal Ad.pdf
Communities in Schools-AH $1,764,000.pdf
Isaiah 117 House $300,000.pdf
Opioid Settlement Funds-Local.pdf
Fund 002 Asset Forfeiture Balances.pdf
Capital Improvement-Budget Amendment.pdf
Traffic Photo Enforcement- June Deposit.pdf
Fund 015 Disaster Relief Balance.pdf
SB Budget Letter 6-25-2026.pdf

Chairman Ball opened the public hearing. Hearing no comments in favor or opposition, the public hearing was closed.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Phillip McCall
SECONDER:	Charlie Hargis Jr.
AYES:	Dwayne Ball, Randy Pennington, Lee Brannon, Charlie Hargis Jr. , David Matlock, Phillip McCall
ABSENT:	Saul A. Hernandez

Motion to adopt The Board chose to adopt the Resolution for Amendment of County Operating Budget for FY2026-2027 and the Resolution for Supplemental Appropriation to the Adopted County Operating Budget for FY2026-2027 as presented. Moved by Phillip McCall, seconded by Charlie Hargis Jr.

4.B) Request to amend the Chapter 6 of the Washington County, Virginia Comprehensive Plan. The amendment is to add proposed future road improvements to: 1) the intersection of U S Route 11 (Lee Highway) and SR 677 (Watauga Road) and, 2) the intersection of U S Route 75 (Green Spring Road) and SR 665 (Green Spring Church Road).

Cover Page
US11_Watagua Road - Washington County 6-2026 Comp Plan Amendment.pdf
Route_75_Green_Springs_Church_Road_Washington County - 6-2026 Comp Plan Amendment.pdf

DRAFT SUBJECT TO BOARD APPROVAL

Chairman Ball opened the public hearing.

Darius Bowman, pastor at Rosedale Baptist Church, spoke in opposition.
Sam Ryburn, adjoining property owner, spoke in opposition.

Hearing no further comments in favor or opposition, the public hearing was closed.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	David Matlock
SECONDER:	Phillip McCall
AYES:	Dwayne Ball, Randy Pennington, Lee Brannon, Charlie Hargis Jr., David Matlock, Phillip McCall
ABSENT:	Saul A. Hernandez

Motion to adopt Motion to recommend amending Chapter 6 of the Washington County Virginia Comprehensive Plan, to add the proposed future road improvements: the intersection of U S Route 75 (Green Spring Road) and SR 665 (Green Spring Church Road). Moved by David Matlock, seconded by Phillip McCall

4.C) Request to amend the Code of the County of Washington Virginia in compliance with legislation enacted by the Virginia General Assembly (H 655). Request to amend Section 66-247, Section 66-347, Section 66-397, Section 66-422, Section 66-431, and Section 66-942.

Cover Page
Amending zoning for manufactured homes.pdf

Chairman Ball opened the public hearing.

William Blevins spoke in opposition.

Hearing no further comments in favor or opposition, the public hearing was closed.

5) PRESENTATIONS

5.A) Dispatcher of the Year

Cover Page

Bobby Osborne, Deputy Coordinator of Emergency Management, presented Francis Flannery with the Emergency Medical Dispatcher of the Year Award.

6) PUBLIC COMMENT

6.A) Public Comments

Cover Page

No one addressed the Board during Public Comment.

7) CONSENT AGENDA

7.A) Consent Agenda-Payment of Bills
--Presenter: Tammy Sturgill

DRAFT - SUBJECT TO BOARD APPROVAL

Cover Page
aplisting-June 2026.pdf

7.B) APPROVAL OF MINUTES

Cover Page
7.7m.pdf
7.14m.pdf

7.C) Consent Agenda - Resolution is to concur with the VDOT Secondary Six Year Plan for Fiscal Years 2027 through 2032

Cover Page
2026-23 VDOT SSYP.pdf

7.D) Supplemental Appropriation
--Presenter: Tammy Sturgill

Cover Page
26 0709 Allocation of Funds $8,600.00.pdf
26 0716 Allocation of Funds-$1,710.00.pdf
26 0716 VACORP Insurance Refund $11,963.67.pdf
26 0716 VACORP Insurance Refund $22,153.95.pdf

7.E) Supplemental Appropriation
--Presenter: Tammy Sturgill

Cover Page

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Randy Pennington
SECONDER: Charlie Hargis Jr.
AYES: Dwayne Ball, Randy Pennington, Lee Brannon, Charlie Hargis Jr. , David Matlock, Phillip McCall
ABSENT: Saul A. Hernandez

Motion to adopt The Board approved the Consent Agenda as presented. Moved by Randy Pennington, seconded by Charlie Hargis Jr.

8) GENERAL BUSINESS

8.A) Water Rescue Team MOU with Russell County and surrounding localities.

Cover Page
S&R MOU.pdf

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: David Matlock
SECONDER: Randy Pennington
AYES: Dwayne Ball, Randy Pennington, Lee Brannon, Charlie Hargis Jr. , David Matlock, Phillip McCall
ABSENT: Saul A. Hernandez

Motion to adopt The Board approved the MOU as presented. Moved by David Matlock, seconded by Randy Pennington

DRAFT - SUBJECT TO BOARD APPROVAL

8.B) Consideration of Request to Surplus Military Vehicles & Equipment
---Presenter: Sheriff's Office

Cover Page
Request for Surplus-1033 Program.pdf

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Randy Pennington
SECONDER:	Charlie Hargis Jr.
AYES:	Dwayne Ball, Randy Pennington, Lee Brannon, Charlie Hargis Jr. , David Matlock, Phillip McCall
ABSENT:	Saul A. Hernandez

Motion to adopt The Board chose to authorize the surplus of the military vehicles and equipment listed. Moved by Randy Pennington, seconded by Charlie Hargis Jr.

8.C) Award of Bid and Contract for the Construction of Washington County C. Wayne Stevens, Jr. Public Safety Facility
--Presenter: Tammy Sturgill & Jason N. Berry

Cover Page
Bid Tabulation Sheet-Bid Opening 6.25.2026.pdf
Value Engineering letter.pdf
2026-07-21, A101-2017 - Final - Corrected.pdf
2026-07-21, A101ExhibitA-2017 - Final.pdf
2026-07-21, Attachment to AIA Doc. A101-2017.PDF

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Lee Brannon
SECONDER:	Randy Pennington
AYES:	Dwayne Ball, Randy Pennington, Lee Brannon, Charlie Hargis Jr. , David Matlock, Phillip McCall
ABSENT:	Saul A. Hernandez

Motion to adopt The Board chose to (1) award the bid and contract to Envisicon Company Inc. for $4,327,630, (2) authorize Mr. Berry to sign the contract, and (3) approve $765,443 be allocated to the project from the Capital Improvement Fund Reserve for Capital Projects. Moved by Lee Brannon, seconded by Randy Pennington

8.D) Supplemental Appropriation/Budget Transfer
--Presenter: Tammy Sturgill

Cover Page
.5% Additional Funding.pdf

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Phillip McCall
SECONDER:	David Matlock
AYES:	Dwayne Ball, Randy Pennington, Lee Brannon, Charlie Hargis Jr. , David Matlock, Phillip McCall
ABSENT:	Saul A. Hernandez

DRAFT - SUBJECT TO BOARD APPROVAL

Motion to adopt Motion to approve Supplemental Appropriation/Budget Transfer as presented and approval of the additional .5% COLA to County Employees. Moved by Phillip McCall, seconded by David Matlock

8.E) Consideration of Revision to Resolution for 1033 Program & Consideration of Request to Surplus Military Vehicles & Equipment
--Presenter: Tammy Sturgill & Jeff Burton

Cover Page
Resolution-Revision to Holding Period for 1033 Program.pdf
2024-02_Authorization for 1033 Program.pdf
Email Directive for Holding Period.pdf
Request for Surplus-1033 Program-Less than One Year.pdf
Request for Surplus-1033 Program Dated 7.20.2026.pdf

RESULT:	**ADOPTED [5-1]**
MOVER:	Phillip McCall
SECONDER:	Randy Pennington
AYES:	Randy Pennington, Lee Brannon, Charlie Hargis Jr. , David Matlock, Phillip McCall
NAYS:	Dwayne Ball
ABSENT:	Saul A. Hernandez

Motion to adopt The Board chose to (1) approve the Resolution for the Revision to the Holding Period for Non-Controlled Property, (2) authorize the surplus of 3 military vehicles held less than one year, and (3) authorize the surplus of military vehicles and equipment as listed for the July 20, 2026 letter from the Sheriff's Office. Moved by Phillip McCall, seconded by Randy Pennington

8.F) Board Appointment to the Mount Rogers Planning District Commission Executive Committee

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RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Randy Pennington
SECONDER:	Phillip McCall
AYES:	Dwayne Ball, Randy Pennington, Lee Brannon, Charlie Hargis Jr. , David Matlock, Phillip McCall
ABSENT:	Saul A. Hernandez

Motion to adopt The Board chose to appointment Lee Brannon to fill the unexpired term of Wayne Stevens on the Mount Rogers Planning District Commission Executive Committee. This would be an At-Large Appointment, set to expire on 12/31/2027. Moved by Randy Pennington, seconded by Phillip McCall

8.G) Award of Cooperative Procurement and Contracts for Elevator Maintenance Services
--Presenter: Tammy Sturgill

Cover Page
TK Elevator Contract Cost.pdf
WASHINGTON GOVERNMENT CENTER BLDG-SOURCEWELL Updated 7-8-26.pdf
WASHINGTON GOVERNMENT COURTHOUSE -SOURCEWELL Updated 7-8-26.pdf

DRAFT - SUBJECT TO BOARD APPROVAL

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: David Matlock
SECONDER: Phillip McCall
AYES: Dwayne Ball, Randy Pennington, Lee Brannon, Charlie Hargis Jr. , David Matlock, Phillip McCall
ABSENT: Saul A. Hernandez

Motion to adopt The Board chose to award the Contract for Elevator Maintenance Service for Government Center Building and the Courthouse to TK Elevator Corporation and to authorize Mr. Berry to sign the two contracts. Moved by David Matlock, seconded by Phillip McCall

8.H) Appointment to the Virginia Highlands Airport Authority for the Madison District.

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RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Charlie Hargis Jr.
SECONDER: Lee Brannon
AYES: Dwayne Ball, Randy Pennington, Lee Brannon, Charlie Hargis Jr. , David Matlock, Phillip McCall
ABSENT: Saul A. Hernandez

Motion to adopt The Board chose to appoint Bill Faber to the Virginia Highlands Airport Authority for a four-year term, beginning July 1, 2026 and expiring June 30, 2030. Moved by Charlie Hargis Jr. , seconded by Lee Brannon

8.I) Budget Transfer to Earmark Funds for Playgrounds for Community Centers --Presenter: Tammy Sturgill

Cover Page

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: David Matlock
SECONDER: Charlie Hargis Jr.
AYES: Dwayne Ball, Randy Pennington, Lee Brannon, Charlie Hargis Jr. , David Matlock, Phillip McCall
ABSENT: Saul A. Hernandez

Motion to adopt The Board chose to earmark and allocate $75,000 from the Capital Improvement Fund Reserve for Capital Projects for the Playgrounds for the Community Centers to General Fund, General Services-Properties budget. Moved by David Matlock, seconded by Charlie Hargis Jr.

9) BOARD MEMBER REPORTS

9.A) Board Member Reports

Cover Page

Mr. Matlock encouraged everyone to stop by the Higher Education Center to see the quilt make for the 250th Anniversary of the Nations founding and representing 29 different Washington Counties from across the US.

DRAFT - SUBJECT TO BOARD APPROVAL

Mr. McCall thanked his wife Lisa for taking him to his various meetings. He shared he attended District III meeting and the Regional Jail meeting.

Mr. Pennington shared he has had a lot of VDOT questions lately.

Mr. Hargis shared the Veterans Park Board is working on the Veterans Day event for November 11th.

Mr. Brannon shared about a recent fire in the Glade Spring area and wanted to thank the first responders who worked that event.

Mr. Ball shared he spoke at the Transportation Policy Board meeting, and he too has had multiple calls on VDOT rode issues.

10) BOARD INFORMATION AND REMINDERS

10.A)BOARD INFORMATION AND REMINDERS

Cover Page
Expiring Appointments.pdf
connections70126.pdf

Mr. Berry shared the following Information and Reminders:

He shared a reimbursement of $180,195.59 from the Regional Jail.

He shared July 17th he, staff, and Thompson & Litton visited Glade Library and Mendota Library to look at cost and design of what can be done at both facilities.

He also participated in a call on the Regional Sewer Study. They hope to have a draft to share in the next few weeks.

11) ADJOURN OR RECESS

11.A)ADJOURN OR RECESS THE MEETING

Cover Page

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Randy Pennington
SECONDER: Lee Brannon
AYES: Dwayne Ball, Randy Pennington, Lee Brannon, Charlie Hargis Jr. , David Matlock, Phillip McCall
ABSENT: Saul A. Hernandez

Motion to adopt The Board chose to recess the meeting to August 10th Joint Meeting with the School Board. Moved by Randy Pennington, seconded by Lee Brannon

DRAFT - SUBJECT TO BOARD APPROVAL

WASHINGTON COUNTY
BOARD OF SUPERVISORS MEETING

MINUTES • AUGUST 10, 2026

Board Auditorium **6:00 p.m.**

1 GOVERNMENT CENTER PLACE
ABINGDON, VA 24210

DRAFT - SUBJECT TO BOARD APPROVAL

CALL TO ORDER

Attendee Name	Status
Dwayne Ball	Present
Randy Pennington	Present
Lee Brannon	Present
Charlie Hargis Jr.	Present
Saul A Hernandez	Present
David Matlock	Present
Phillip B McCall	Present
Jason Berry	Present
Brandon Snodgrass	Present
Tammy Sturgill	Present
Alicia Roland	Present

PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE

Eagle Scouts Luke Dorn, Ross Gibson, and Ben Nichols led the Pledge of Allegiance.

Chairman Adam Wilson led the Moment of Silence.

APPROVAL OF MEETING AGENDA

Consideration for Approval of Meeting Agenda
Cover Page

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Saul A Hernandez
SECONDER: Charlie Hargis Jr.
AYES: Dwayne Ball, Randy Pennington, Lee Brannon, Charlie Hargis Jr., Saul A Hernandez, David Matlock, Phillip B McCall

Motion to adopt The Board approved the Agenda as presented. Moved by Saul A Hernandez, seconded by Charlie Hargis Jr.

SPECIAL RECOGNITION

Special Recognition - Abingdon High School Lady Falcons VHSL Class 3 Softball State Champions
Cover Page
2026-30 Honoring AHS Softball team.pdf

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Charlie Hargis Jr.
SECONDER: Phillip B McCall
AYES: Dwayne Ball, Randy Pennington, Lee Brannon, Charlie Hargis Jr., Saul A Hernandez, David Matlock, Phillip B McCall

Motion to adopt The Board adopted Resolution 2026-30 as presented. Moved by Charlie Hargis Jr., seconded by Phillip B McCall

STUDENT SCHOOL BOARD REPRESENTATIVE REPORT

Student School Board Representatives Report Zayne Bolen (CTE)
Cover Page

SUPERINTENDENT'S REPORT

Superintendent's Report
Cover Page

PRESENTATION & TOUR

Presentation - Thompson & Litton Comprehensive Needs Assessment (Scott Wilson)

Tour of Abingdon High School
Cover Page

Scott Wilson with Thompson & Litton provided both Boards with an overview of the Washington County Public Schools Facilities Assessment and answered questions.

JOINT BOARD DISCUSSION

Joint Board Discussion
Cover Page

Members of both Boards participated in open discussion.

PUBLIC COMMENT

Public Comments
Cover Page

DRAFT - SUBJECT TO BOARD APPROVAL

No on addressed either Board during Public Comments.

ADJOURN / RECESS THE MEETING

ADJOURN OR RECESS THE MEETING

Cover Page

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	David Matlock
SECONDER:	Phillip B McCall
AYES:	Dwayne Ball, Randy Pennington, Lee Brannon, Charlie Hargis Jr., Saul A Hernandez, David Matlock, Phillip B McCall

Motion to adopt The Board adjourned the meeting. Moved by David Matlock, seconded by Phillip B McCall

DRAFT - SUBJECT TO BOARD APPROVAL

WASHINGTON COUNTY
BOARD OF SUPERVISORS MEETING

MINUTES • AUGUST 11, 2026

Board Auditorium **6:30 p.m.**

1 GOVERNMENT CENTER PLACE
ABINGDON, VA 24210

DRAFT - SUBJECT TO BOARD APPROVAL

1) CALL TO ORDER

Attendee Name	Status
Phillip B McCall	Present
David Matlock	Present
Saul A Hernandez	Present
Charlie Hargis Jr.	Present
Lee Brannon	Present
Randy Pennington	Present
Dwayne Ball	Present
Tammy Sturgill	Present
Brandon Snodgrass	Present
Jason Berry	Present
Alicia Roland	Present

2) INVOCATION AND PLEDGE OF ALLEGIANCE -Supervisor Phillip McCall

Supervisor Phillip McCall gave the Invocation and led the Pledge of Allegiance.

3) APPROVAL OF MEETING AGENDA

3.A) Consideration for Approval of Meeting Agenda

Cover Page

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Randy Pennington
SECONDER: Charlie Hargis Jr.
AYES: Dwayne Ball, Randy Pennington, Lee Brannon, Charlie Hargis Jr., Saul A Hernandez, David Matlock, Phillip B McCall

Motion to adopt The Board approved the agenda as presented. Moved by Randy Pennington, seconded by Charlie Hargis Jr.

4) PUBLIC COMMENT

4.A) Public Comments

Amy Venable spoke on concerns for the Battery Energy Storage Ordinance.
Cover Page

5) CONSENT AGENDA

5.A) Consent Agenda - VDOT Secondary System of State Highways Acceptance Request - Old South Way

Cover Page
2026-28-Old South Way.pdf
Form AM-4.3_Resolution Attachment_Rte1013_OldSouthWay.pdf

5.B) Supplemental Appropriation
--Presenter: Tammy Sturgill

Cover Page
26 0724 WCSO GovDeals-Asset #41.pdf
26 0730 VACORP Insurance for WCSO.pdf
26 0730 Premium Refund-Fleet Insurance.pdf

5.C) Consideration of Request for Surplus of County Vehicles
--Presenter: Sheriff's Office

Cover Page

5.D) Solid Waste Haulers Permit Renewals

Cover Page
Waste Hauler Applications.pdf

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Phillip B McCall
SECONDER: Charlie Hargis Jr.
AYES: Dwayne Ball, Randy Pennington, Lee Brannon, Charlie Hargis Jr., Saul A Hernandez, David Matlock, Phillip B McCall

Motion to adopt The Board approved the Consent Agenda as presented. Moved by Phillip B McCall, seconded by Charlie Hargis Jr.

6) GENERAL BUSINESS

DRAFT - SUBJECT TO BOARD APPROVAL

6.A) Appointment to the Washington County Industrial Development Authority - Jefferson District

Cover Page

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Randy Pennington
SECONDER:	Saul A Hernandez
AYES:	Dwayne Ball, Randy Pennington, Lee Brannon, Charlie Hargis Jr., Saul A Hernandez, David Matlock, Phillip B McCall

Motion to adopt The Board chose to appoint Randy Woodward to represent the Jefferson District, filling the unexpired term of the late Jack C. Phelps Jr., set to expire November 13, 2029. Moved by Randy Pennington, seconded by Saul A Hernandez

6.B) Appointment to the Virginia Highlands Small Business Incubator

Cover Page

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	David Matlock
SECONDER:	Randy Pennington
AYES:	Randy Pennington, Lee Brannon, Charlie Hargis Jr., Saul A Hernandez, David Matlock, Phillip B McCall, Dwayne Ball

Motion to adopt The Board chose to appoint Wes Roberts to the Virginia Highlands Small Business Incubator to fill the unexpired position of the late Jack C. Phelps Jr.. Moved by David Matlock, seconded by Randy Pennington

6.C) Authorize Chairman to sign letter to Virginia Fire Services Board for a county-wide Fire & EMS Study. If approved, The Fire Services Board meets September 24-25, 2026 to consider our request.

Cover Page
VA Code 9.1_203.A.4 VA Fire Service Board.pdf
Scope of Study Agreement_VDFP.pdf
Ltr-Virginia Fire Services Board.pdf

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Randy Pennington
SECONDER:	Charlie Hargis Jr.
AYES:	Dwayne Ball, Randy Pennington, Lee Brannon, Charlie Hargis Jr., Saul A Hernandez, David Matlock, Phillip B McCall

Motion to adopt Motion to authorize the Chairman to sign the letter making the request on behalf the county. Moved by Randy Pennington, seconded by Charlie Hargis Jr.

7) BOARD MEMBER REPORTS

7.A) Board Member Reports

DRAFT - SUBJECT TO BOARD APPROVAL

Cover Page

Mr. Pennington attended the Farm Bureau dinner and the Mount Rogers Planning Commission meeting.

Mr. Hargis attended the PRIFA Board meeting.

Mr. Brannon attended the Farm Bureau dinner and the Mount Rogers Planning Commission meeting.

Mr. Hernandez attended a meeting on the Battery Storage Ordinance.

Mr. Ball also attended the Battery Storage Ordinance meeting before the Joint meeting with the School Board.

8) BOARD INFORMATION AND REMINDERS

8.A) BOARD INFORMATION AND REMINDERS

Cover Page

Mr. Berry shared the following Information and Reminders:

He and staff will be participating on Sales Tax Referendum webinar on the following day.

He shared the Southwest Virginia Strategic Recovery Planning Program is Mount Rogers PDC.

We have found out from our engineers, the county needs 0.75 acres of conservation easement needed for the construction of the new EMS station in Glade Spring. So staff has identified 0.75 acres at a convenience station lot on Old Mill Road. This will be brought before the Board at a future meeting.

He further updated the Board on issues with getting permits from two State agencies for the Radio Tower on Brumley Mountain.
SKM_C360i26072912240.pdf
Expiring Appointments.pdf
connections71526.pdf

9) ADJOURN OR RECESS

9.A) ADJOURN OR RECESS THE MEETING

Cover Page

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Phillip B McCall
SECONDER: Charlie Hargis Jr.
AYES: Dwayne Ball, Randy Pennington, Lee Brannon, Charlie Hargis Jr., Saul A Hernandez, David Matlock, Phillip B McCall

Motion to adopt The Board chose to Adjourn the meeting. Moved by Phillip B McCall, seconded by Charlie Hargis Jr.

DRAFT - SUBJECT TO BOARD APPROVAL

AGENDA ITEM NO. 6.D

Item Cover Page

BOARD OF SUPERVISORS AGENDA ITEM REPORT

DATE: August 25, 2026

SUBMITTED BY: Tammy Sturgill , Budget & Finance

ITEM TYPE: Approval of Routine Financial Matters

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Consent Agenda-Payment of Bills
--Presenter: Tammy Sturgill

SUGGESTED MOTION: Motion to approve retroactively the payment of the attached Accounts Payable listings for the County General Government and the County Library for the month of July 2026 as follows:

July 1 - 31, 2026

FUND	AMOUNT PAID
001 General Fund	$ 3,485,274.56
003 Law Library Fund	$ 4,263.79
008 Traffic Enforcement Fund	$ 78,701.00
015 Disaster Recovery Fund	$ 82,280.90
024 County Debt Service	$ 184,241.00
025 County Debt Service Schools	$ 300,644.72
108 County Library Fund	$ 80,683.17
Total	$ 4,216,089.14

BACKGROUND AND SUMMARY:

The Department of Budget & Finance has reviewed and paid the attached detailed listing of expenditures. The Board of Supervisors authorization to retroactively approve the payment of these invoices is needed.

Below is a summary of the expenditures by Fund for the month of July 2026:

FUND	AMOUNT PAID
_	
001 General Fund	$ 3,485,274.56
003 Law Library Fund	$ 4,263.79
008 Traffic Enforcement Fund	$ 78,701.00
015 Disaster Recovery Fund	$ 82,280.90
024 County Debt Service	$ 184,241.00
025 County Debt Service Schools	$ 300,644.72
108 County Library Fund	$ 80,683.17
Total	$ 4,216,089.14

Staff Recommendations:

County administrative staff recommends approval.

ATTACHMENTS:

Washington County
Accounts Payable Listing
7/1/2026 - 7/31/2026

001-General Fund-County		Total	$3,485,274.56
011100-Board Of Supervisors		Total	$28,939.36
COLUMN SOFTWARE PBC	Advertising		$628.98
DAVID M. PATTON	Office Supplies		$409.17
FOOD CITY #823	Meeting Expenses		$109.87
KS PROMOTIONAL PRODU	Miscellaneous		$217.00
SWVA MEDIA LLC	Advertising		$570.00
VA ASSOC OF COUNTIES	Dues & Assoc Memberships		$11,204.00
VACORP	Public Officials Liability Ins		$15,791.00
VERIZON WIRELESS	Telecommunications		$9.34
012110-County Administration		Total	$861.87
AMAZON MKTPL JT3PH8553	Office Supplies		$19.99
AMAZON MKTPL UJ2BB9OY3	Office Supplies		$22.39
CHICK-FIL-A #02858	Meeting Expenses		$159.04
KS PROMOTIONAL PRODU	Miscellaneous		$148.00
LEE BRISTOLHERALDCOURIER	Books and Subscriptions		$35.99
MOON DOG BRICK OVEN - ABI	Meeting Expenses		$87.62
VACORP	Workman's Compensation		$348.35
VERIZON WIRELESS	Telecommunications		$40.49
012210-County Attorney		Total	$3,152.07
BANK OF AMERICA	Conference & Education Expense		($12.99)
FARMER SHARON LEE	Professional Svc-Appt Atty		$330.00
Google Spotify Music	Conference & Education Expense		$12.99
SETH ALLEN LAW LLC	Professional Svc-Appt Atty		$676.16
THE LAW OFFICE	Professional Svc-Appt Atty		$1,025.00
VACORP	Workman's Compensation		$227.93
VERIZON WIRELESS	Telecommunications		$80.98
VIRGINIA STATE BAR	Dues & Assoc Memberships		$305.00
WEST PAYMENT CENTER	Books and Subscriptions		$507.00
012220-Human Resources		Total	$1,315.10
TELE OPTICS	Advertising		$550.00
TOWN SQUARE MEDICAL	Professional Services		$525.00
VACORP	Workman's Compensation		$161.61
VERIZON WIRELESS	Telecommunications		$40.49
WELLMONT MEDICAL	Professional Services		$38.00

Washington County
Accounts Payable Listing
7/1/2026 - 7/31/2026

012310-Commissioner Of Revenue		Total	$1,188.21
POINT BROADBAND	Telecommunications		$404.04
SOUTHWEST COMMISSION	Conference & Education Expense		$90.00
SOUTHWEST SANITATION	Purchased Services		$136.00
VACORP	Workman's Compensation		$517.68
VERIZON WIRELESS	Telecommunications		$40.49
012410-Treasurer		Total	$3,937.60
DMV	DMV Commission Funds		$65.00
MANSFIELD OIL COMPAN	DMV Commission Funds		$48.88
POINT BROADBAND	Telecommunications		$384.06
TAXING AUTH CONSULTI	Professional Services		$1,560.00
VACORP	Workman's Compensation		$1,879.66
012430-Budget and Finance		Total	$463.48
SOUTHWEST SANITATION	Purchased Services		$204.00
VACORP	Workman's Compensation		$259.48
012510-Information Systems		Total	$203,800.40
"Wasabi Technologies	Maint. Service Contracts		$54.90
2NSYSTEMS LLC	Maint. Service Contracts		$5,883.20
AVENITY INC	Maint. Service Contracts		$90,000.00
BRAVO CONSULTING	Info Tech Equipment		$5,000.00
CDW GOVERNMENT	Maint. Service Contracts		$41,500.66
CIVICPLUS LLC	Info Tech Equipment		$13,119.80
COMCAST BUSINESS	Telecommunications		$202.89
CUSTOMIFY-PERSONAL-BUN	Maint. Service Contracts		$47.20
FACILITIES MANAGEMEN	Maint. Service Contracts		$1,625.74
FIRST CITIZENS BANK	Leases And Rentals-Equipment		$185.22
GRANICUS INC	Maint. Service Contracts		$32,724.64
KS PROMOTIONAL PRODU	Miscellaneous		$66.00
Microsoft-G166302339	Maint. Service Contracts		$336.00
Microsoft-G167536241	Maint. Service Contracts		$153.60
POINT BROADBAND	Telecommunications		$1,459.92
THEEVENTSCAL PLUGINS	Maint. Service Contracts		$299.00
TRI CITY BUSINESS MA	Maint. Service Contracts		$245.19
VACORP	Workman's Compensation		$10,364.44
VERIZON WIRELESS	Telecommunications		$296.99
WELLS FARGO	Maint. Service Contracts		$111.83
WORDFENCE.COM	Maint. Service Contracts		$123.18

Washington County
Accounts Payable Listing
7/1/2026 - 7/31/2026

013200-General Registrar		Total	$15,304.81
AMAZON MKTPL VA75331E3	Office Supplies		$18.99
ATLANTIC ELECTION SE	Maint. Service Contracts		$13,386.25
COMCAST BUSINESS	Telecommunications		$310.26
FIRST CITIZENS BANK	Leases And Rentals-Equipment		$89.31
FRYE LOWELL H	Primary Expenses		$517.45
KNOWINK LLC	Office Supplies		$110.00
LABELVALUE	Office Supplies		($35.73)
POINT BROADBAND	Telecommunications		$284.07
TRI CITY BUSINESS MA	Maint. Service Contracts		$439.96
VACORP	Workman's Compensation		$173.85
WASHINGTON CO CIRCUIT COU	Dues & Assoc Memberships		$10.40
021100-Circuit Court-Judge		Total	$938.75
FIRST CITIZENS BANK	Equipment-Other		$44.90
POINT BROADBAND	Telecommunications		$200.48
STAPLES INC	Office Supplies		$547.51
TRI CITY BUSINESS MA	Maint. Service Contracts		$57.00
VACORP	Workman's Compensation		$88.86
021200-General District Court		Total	$832.55
LEAF CAPITAL	Leases And Rentals-Equipment		$154.71
PITNEY BOWES	Postage		$112.87
POINT BROADBAND	Telecommunications		$308.97
SOUTHWEST SANITATION	Purchased Services		$256.00
021300-Special Magistrates		Total	$279.04
BRIGHTSPEED	Telecommunications		$181.76
POINT BROADBAND	Telecommunications		$97.28
021600-Jd & R Court-Clerk's Office/Ju		Total	$409.67
FIRST CITIZENS BANK	Leases And Rentals-Equipment		$84.38
POINT BROADBAND	Telecommunications		$325.29
021610-Jd & R Court-Court Services Un		Total	$248.54
POINT BROADBAND	Telecommunications		$248.54
021700-Clerk of Circuit Court		Total	$14,864.41
AMERICAN BUSINESS	Paper Stock & Forms		$285.00
LOGAN SYSTEMS	Info Tech Equipment		$8,241.50
PITNEY BOWES GLOBAL	Leases And Rentals-Equipment		$183.96
POINT BROADBAND	Fines/Fees Collection Program		$366.27
RESERVE ACCOUNT	Postage		$5,270.00

Washington County
Accounts Payable Listing
7/1/2026 - 7/31/2026

VACORP	Workman's Compensation		$517.68
021910-Victim & Witness Assistance		Total	$149.95
VACORP	Workman's Compensation		$109.46
VERIZON WIRELESS	Telecommunications		$40.49
022100-Commonwealth's Attorney		Total	$2,570.83
HUNGATE BUSINESS SRV	Maint. Service Contracts		$504.60
PITNEY BOWES	Postage		$122.16
POINT BROADBAND	Telecommunications		$483.28
TRI CITY BUSINESS MA	Maint. Service Contracts		$195.18
VACORP	Workman's Compensation		$696.03
WEST PAYMENT CENTER	Books and Subscriptions		$569.58
022200-Comm Atty Collection Expense A		Total	$363.94
VACORP	Workman's Compensation		$129.42
WEST PAYMENT CENTER	Books and Subscriptions		$234.52
031200-Sheriff-Administration		Total	$260,033.50
"Wasabi Technologies	Maint. Service Contracts		$54.89
ABINGDON COLLISION &	Vehicle Supplies		$5,870.86
AMAZON MKTPL EZ9Q10C83	Vehicle Supplies		$107.40
AMAZON MKTPL W29IG8N73	Vehicle Supplies		$149.38
Amazon.com 178TR0B63	Equipment-Other		$331.49
Amazon.com E37FX9LZ3	Office Supplies		$36.80
APPALACHIAN POWER	Electricity		$9.88
ATLANTIC TACTICAL	Police Supplies		$1,067.53
BANK OF AMERICA	Miscellaneous		($49.96)
BRIGHTSPEED	Telecommunications		$1,807.94
CDW GOVERNMENT	Maint. Service Contracts		$4,029.62
COMMERCIAL TIRE	Vehicle Supplies		$5,111.64
COMPLETE PLUMBING	Leases And Rentals-Equipment		$658.00
DD DOORDASH WALGREENS	Miscellaneous		$49.96
FEDEX	Postage		$9.18
FIRST CITIZENS BANK	Leases And Rentals-Equipment		$452.28
FOOD CITY #823	Police Supplies		$6.65
FRIENDSHIP AUTO	Vehicle Supplies		$225.49
FRYE LOWELL H	Purchased Services		$891.30
FUNK, CARLA	Purchased Services		$300.00
JERRY'S SIGNS INC	Vehicle Supplies		$2,526.52
KVAT FOODS	Purchased Services		$7.19

Washington County
Accounts Payable Listing
7/1/2026 - 7/31/2026

LAW ENFORCEMENT SEMINARS	Conference & Education Expense		$445.00
LEAF CAPITAL	Leases And Rentals-Equipment		$60.01
LOWES #02974	Equipment-Other		$888.00
MAGNET FORENSICS USA	Maint. Service Contracts		$4,970.00
MANSFIELD OIL COMPAN	Vehicle Fuels		$24,821.24
MES I ACQUISITION	Uniform and Clothing		$270.00
MOTOROLA SOLUTIONS	Police Supplies		$771.46
O'REILLY 4334	Vehicle Supplies		$469.86
POINT BROADBAND	Telecommunications		$2,196.88
POINT BROADBAND	Telecommunications		$79.95
SAMS CLUB.COM	Office Supplies		$532.13
SOUTHWEST SANITATION	Repair & Maintenance Supplies		$96.00
STAPLES INC	Office Supplies		$1,693.40
Starlink	Maint. Service Contracts		$55.00
SW VA CRIMINAL	Dues & Assoc Memberships		$50,160.00
TRI CITY BUSINESS MA	Maint. Service Contracts		$483.45
TRUBLU TACTICAL	Uniform and Clothing		$169.97
VACORP	Workman's Compensation		$143,902.71
VERIZON WIRELESS	Telecommunications		$3,252.55
WELSH RANDALL	Vehicle Supplies		$1,061.85
031300-Sheriff-Patrol Division		Total	$10,193.13
APPALACHIAN POWER	Electricity		$23.74
ATLANTIC TACTICAL	Police Supplies		$7,472.66
GALL'S AN ARAMARK CO	Uniform and Clothing		$191.12
KEYWOOD ANIMAL CLINI	Animal Care Supplies		$1,116.57
RAY ALLEN MANUFACTURING	Animal Care Supplies		$210.05
TACOPS TACOPS SOUTH T	Conference & Education Expense		$799.98
TRUBLU TACTICAL	Uniform and Clothing		$219.98
WC SERVICE AUTHORITY	Water/Sewer		$29.03
WELLMONT HEALTH	Professional Services		$130.00
031400-Sheriff-Dispatch		Total	$364.44
VACORP	Workman's Compensation		$364.44
031500-Sheriff-Criminal Investigative		Total	$8,612.29
ATLANTIC TACTICAL	Police Supplies		$1,494.53
LAW ENFORCEMENT SEMINARS	Conference & Education Expense		$4,005.00
SUR-TEC INC	Books and Subscriptions		$2,963.00

Washington County
Accounts Payable Listing
7/1/2026 - 7/31/2026

THOMAS SCIENTIFIC	Investigative Resource Acct		$4.21
TRANSUNION RISK	Police Supplies		$145.55
031600-Sheriff-Com Services Division		Total	$3,245.22
ATLANTIC TACTICAL	Police Supplies		$854.02
BUFFALO WILD WNGS 3160	Conference & Education Expense		$33.30
CHICK-FIL-A #02849	Conference & Education Expense		$13.39
CRAB DU JOUR	Conference & Education Expense		$16.86
GALL'S AN ARAMARK CO	Uniform and Clothing		$167.96
HAMPTON INNS	Conference & Education Expense		$1,936.32
JIMMY JOHNS - 2610	Conference & Education Expense		$15.61
LOS ARCOS MEXICAN REST	Conference & Education Expense		$23.54
SHEETZ 0325	Conference & Education Expense		$9.27
SHEETZ 0333	Conference & Education Expense		$23.29
TEXAS ROADHOUSE #2518	Conference & Education Expense		$31.68
TRUBLU TACTICAL	Uniform and Clothing		$119.98
031650-Sheriff-Court Security Divisio		Total	$2,729.85
ATLANTIC TACTICAL	Police Supplies		$1,708.03
BP#3754561SUNSHINE #31	Extradition of Prisoners		$87.44
BP#6466601CHULA JUNCTION	Extradition of Prisoners		$59.21
CHEVRON 0047629	Extradition of Prisoners		$65.50
ENMARKET 1427	Extradition of Prisoners		$80.43
FLANIGANS #80 - GALLOW	Extradition of Prisoners		$77.73
GALL'S AN ARAMARK CO	Uniform and Clothing		$140.38
HOMEWOOD SUITES MIAMI	Extradition of Prisoners		$173.12
JERSEY MIKES 6014	Extradition of Prisoners		$27.24
MCDONALD'S F19831	Extradition of Prisoners		$26.91
PILOT_00091	Extradition of Prisoners		$73.65
PILOT_04580	Extradition of Prisoners		$74.30
TRUBLU TACTICAL	Uniform and Clothing		$119.99
WENDYS 4580	Extradition of Prisoners		$15.92
031700-Sheriff-Litter Control Divisio		Total	$700.23
ATLANTIC TACTICAL	Police Supplies		$213.51
SW VA CRIMINAL	Dues & Assoc Memberships		$456.00
VERIZON WIRELESS	Telecommunications		$30.72
031710-Sheriff-Animal Control Divisio		Total	$1,477.93
ANIMAL DEFENSE LEAGU	Contributions-Community Org.		$911.25
ATLANTIC TACTICAL	Police Supplies		$213.51

Washington County
Accounts Payable Listing
7/1/2026 - 7/31/2026

BRIGHTSPEED	Telecommunications		$261.01
VERIZON WIRELESS	Telecommunications		$92.16
031720-Sheriff-Community Work Prg		Total	$1,876.22
ATLANTIC TACTICAL	Police Supplies		$1,067.51
VACORP	Workman's Compensation		$808.71
031800-Sheriff-VSTOP Grant		Total	$2,227.50
VACORP	Workman's Compensation		$2,227.50
031820-Sheriff-DCJS Grants		Total	$105.00
THOMAS SCIENTIFIC	Grant Disbursements		$105.00
031840-Sheriff-SRO Grant		Total	$7,293.96
VACORP	Workman's Compensation		$7,293.96
031846-WCSO-HCS CIT Grant		Total	$7,446.62
VACORP	Workman's Compensation		$7,446.62
031847-WCSO-HCS Marcus Grant		Total	$3,752.56
VACORP	Workman's Compensation		$3,752.56
032200-Fire & Rescue Services		Total	$390,419.17
BRUMLEY GAP FIRE DEP	Operations		$16,786.50
CLINCH MTN FIRE DEPT	Operations		$10,074.75
DAMASCUS FIRE DEPT	Operations		$19,452.75
DAMASCUS RESCUE SQUA	Operations		$34,201.75
GLADE SPRING FIRE DE	Operations		$20,752.67
GOODSON KINDERHOOK F	Operations		$65,148.25
GREEN SPRINGS FIRE D	Operations		$17,451.75
MEADOWVIEW FIRE DEPT	Operations		$23,274.50
RICHARDSON AMBULANCE	Operations		$28,700.00
SW VA EMS COUNCIL IN	Operations		$1,800.00
TOWN OF ABINGDON	Operations		$27,937.50
WC FIRE & RESCUE IN	Operations		$71,745.25
WC LIFE SAVING CREW	Operations		$53,093.50
033210-Correction & Detention-Jail		Total	$788,214.56
SWVA REGIONAL JAIL A	Contributions-Govt Entities		$788,214.56
033230-Correction & Detention-Juv Det		Total	$80,113.00
APPALACHIAN JUVENILE	Contributions-Govt Entities		$80,113.00
034100-Building And Development Servi		Total	$16,240.62
IWORQ SYSTEMS, INC	Books and Subscriptions		$12,000.00
VACORP	Workman's Compensation		$3,927.02
VERIZON WIRELESS	Telecommunications		$313.60

Washington County
Accounts Payable Listing
7/1/2026 - 7/31/2026

035300-Medical Examiner		Total	$20.00
TREASURER OF VIRGINI	Professional Services		$20.00
035500-Emergency Management		Total	$476,954.99
ALPHA & OMEGA REPAIR	Motor Vehicles & Equipment		$3,011.98
Amazon.com FK1B95FI3	Office Supplies		$80.18
AT&T CORP	Telecom-Tariff/Radio T-1		$8,306.73
BRIGHTSPEED	Telecom-Tariff/Radio T-1		$4,067.89
C W WILLIAMS FIRE EQ	Training		$1,762.92
CROWN CASTLE INC	Leases And Rentals-Equipment		$4,770.50
FARRIS FUNERAL SER I	Emergency Event Expense		$900.00
IGO TECHNOLOGY INC	Telecommunications		$106.85
MOBILE COMM	Maint. Service Contracts		$88,181.28
POINT BROADBAND	Telecommunications		$462.18
SLEMP BRANT SAUNDERS	Fire/EMS Workers Comp		$275,054.00
Starlink	Telecommunications		$310.00
TOWERCO V HOLDINGS	Leases And Rentals-Equipment		$38,656.00
VACORP	Workman's Compensation		$1,905.24
VERIZON WIRELESS	Telecommunications		$262.94
WASHINGTON COUNTY PARK	Training		$50.30
WC LIFE SAVING CREW	Motor Vehicles & Equipment		$49,066.00
035505-Emer Svcs-Fire/Ems Personnel		Total	$11,724.42
AIRGAS USA LLC	Leases And Rentals-Equipment		$1,231.63
ARC3 GASES	Leases And Rentals-Equipment		$140.40
BOUND TREE MEDICAL LLC	Other Operating Supplies		$559.96
BRIGHTSPEED	Telecommunications		$94.99
CARTER MACHINERY CO	Custodian Supplies		$1,500.23
MANSFIELD OIL COMPAN	Vehicle Fuels		$687.51
POINT BROADBAND	Telecommunications		$114.27
TESTERMAN'S GRAPHICS	Uniform and Clothing		$955.00
VACORP	Workman's Compensation		$4,490.43
VEST'S SALES	Equipment-Other		$1,950.00
035510-Emerg Mgnt-State Aid Programs		Total	$20,362.96
CARTER MACHINERY CO	VDEM		$6,521.39
COMCAST BUSINESS	VDEM		$186.86
STATE FORESTER	Operations		$13,654.71
042600-Solid Waste Department		Total	$334,257.03
A & S SANITATION INC	Professional Services		$891.00

Washington County
Accounts Payable Listing
7/1/2026 - 7/31/2026

ABINGDON MOTOR PARTS	Vehicle Supplies	$711.45
APPALACHIAN POWER	Electricity	$1,104.51
A-Z OFFICE RESOURCE	Office Supplies	$332.70
BERRY JOSEPH	Professional Services	$572.00
BRIGHTSPEED	Telecommunications	$1,508.85
BRISTOL VA UTILITIES	Electricity	$1,077.04
CALHOUN KEVIN JOHN	Repair & Maintenance Supplies	$6,922.00
CAMPBELL PRINTING	Office Supplies	$582.10
CARTER MACHINERY CO	Repair & Maintenance Supplies	$2,378.07
CENTRAL SCALE INC	Repair & Maintenance Supplies	$3,419.70
CINTAS CORPORATION	Office Supplies	$51.39
COLLEY LINDA E	Leases And Rentals-Facilities	$1,800.00
FIRST CITIZENS BANK	Leases And Rentals-Equipment	$54.70
FLEENOR SECURITY SYS	Maint. Service Contracts	$74.27
HELTZEL SALLY	Leases And Rentals-Facilities	$1,050.00
HUTCHENS PET	Vehicle Fuels	$409.22
KOLLING BRUCE	Leases And Rentals-Facilities	$2,000.00
LOWE'S HOME CENTERS	Office Supplies	$45.54
MANSFIELD OIL COMPAN	Vehicle Fuels	$12,565.07
MCCONNELL BENJAMIN D	Leases And Rentals-Facilities	$2,400.00
MILLER BERYLE H	Leases And Rentals-Facilities	$1,200.00
MONRO	Vehicle Supplies	$5,858.00
PATRIOT RECYCLING	Professional Services	$3,990.00
POINT BROADBAND	Telecommunications	$237.76
PROGRESSIVE TRACTOR	Repair & Maintenance Supplies	$224.99
SAM SNEAD TIRE & REC	Vehicle Supplies	$80.00
SETCO INC	Repair & Maintenance Supplies	$2,695.47
SHAVER VIRGINIA OLIV	Leases And Rentals-Facilities	$1,050.00
TRC ENGINEERS, INC	Professional Services	$6,044.63
TRI CITY BUSINESS MA	Maint. Service Contracts	$302.04
UNIFIRST CORPORATION	Rent, Uniforms	$534.07
UNITY HYDRAULICS	Vehicle Supplies	$152.22
UNIVERSAL ENVIRONMEN	Professional Services	$200.00
VACORP	Workman's Compensation	$52,657.49
VERIZON WIRELESS	Telecommunications	$201.92
WASTE MANAGEMENT TRI	Solid Waste Disposal Fees	$214,743.23
WC SERVICE AUTHORITY	Water/Sewer	$1,336.89
WORLDWIDE EQUIPMENT	Repair & Maintenance Supplies	$1,021.21

Washington County
Accounts Payable Listing
7/1/2026 - 7/31/2026

YARBER ROBERT C	Professional Services		$1,777.50
043200-General Services-Administratio		Total	$144,396.05
ADVANCE AUTO PARTS	Vehicle Supplies		$83.79
AIRGAS USA LLC	Leases And Rentals-Equipment		$286.79
FASMART 417	Vehicle Fuels		$23.02
HOME DEPOT	Tools		$78.31
LOWE'S HOME CENTERS	Equipment-Other		$75.94
MANSFIELD OIL COMPAN	Vehicle Fuels		$1,681.20
O'REILLY AUTO PARTS	Vehicle Supplies		$10.45
POINT BROADBAND	Telecommunications		$9.95
VACORP	Workman's Compensation		$142,065.62
VERIZON WIRELESS	Telecommunications		$80.98
043210-General Services-Properties		Total	$47,957.72
AMAZON MKTPL JA9OT1CT3	Repair & Maintenance Supplies		$55.09
AMAZON MKTPL OX3L83ZQ3	Other Operating Supplies		$38.78
AMERICAN PAPER	Custodian Supplies		$3,211.97
APPALACHIAN POWER	Electricity		$23,893.36
ATMOS ENERGY	Natural Gas		$254.90
BRISTOL VA UTILITIES	Electricity		$1,110.98
CLARK MORGHAN	Maint. Service Contracts		$550.00
CLEAN RITE	Maint. Service Contracts		$2,875.00
DORMAKABA INC	Repair & Maintenance Supplies		$3,607.99
DYNAMARK SECRUITY SY	Repair & Maintenance Supplies		$216.00
EAST TENN RENT ALLS	Repair & Maintenance Supplies		$800.00
FACILITIES MANAGEMEN	Maint. Service Contracts		$1,105.50
FLEENOR SECURITY SYS	Maint. Service Contracts		$88.80
HIGHLANDS GLASS COMP	Repair & Maintenance Supplies		$60.00
HOME DEPOT	Repair & Maintenance Supplies		$177.31
LOWE'S HOME CENTERS	Repair & Maintenance Supplies		$935.94
MARTIN MARIETTA	Repair & Maintenance Supplies		$438.08
REPUBLIC SER	Maint. Service Contracts		$677.37
SECURITY CENTRAL	Maint. Service Contracts		$54.00
SOUTHERN REFRIGE	Repair & Maintenance Supplies		$53.52
STARLINK INTERNET	Facilities Improvements		$108.55
SURE DRAIN LLC	Repair & Maintenance Supplies		$1,677.00
T&M THOMPSON	Maint. Service Contracts		$575.00
TELE OPTICS	Repair & Maintenance Supplies		$255.00

Washington County
Accounts Payable Listing
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TOWN OF ABINGDON	Water/Sewer		$778.77
TURF PROS	Other Operating Supplies		$52.94
VERIZON WIRELESS	Telecommunications		$40.01
VIRGINIA DEPARTMENT	Repair & Maintenance Supplies		$162.00
WASTE MANAGEMENT TRI	Garbage		$979.24
WC SERVICE AUTHORITY	Water/Sewer		$3,124.62
051100-Health Services		Total	$171,744.25
WC HEALTH DEPARTMENT	Contributions-Govt Entities		$171,744.25
052100-Mental Health & Disabilities S		Total	$78,125.00
HIGHLANDS COMM SERVI	Contributions-Govt Entities		$78,125.00
053230-Area Agency On Aging		Total	$19,030.50
DISTRICT THREE SENIO	Contributions-Govt Entities		$19,030.50
053630-Community Action Agency		Total	$19,645.50
PEOPLE INC OF VA	Contributions-Community Org.		$19,645.50
053650-Senior Groups & Comm Centers		Total	$21,200.00
CLEVELAND COMMUNITY	Contributions-Community Org.		$1,096.75
DAMASCUS SENIOR SERV	Contributions-Community Org.		$4,387.50
GLADE SPRING SENIOR	Contributions-Community Org.		$767.75
HAYTERS GAP COMM. CE	Contributions-Community Org.		$7,993.75
KONNAROCK GREEN COVE	Contributions-Community Org.		$1,316.25
MENDOTA COMMUNITY AS	Contributions-Community Org.		$4,387.50
TAYLORS VALLEY COMM	Contributions-Community Org.		$1,250.50
053690-Other Community Programs		Total	$20,791.25
ABUSE ALTERNITIVES I	Contributions-Community Org.		$2,193.75
APPALACHIAN INDEPEND	Contributions-Community Org.		$658.00
BRISTOL REGIONAL SPE	Contributions-Community Org.		$548.50
CHILDREN'S ADVOCACY	Contributions-Community Org.		$3,290.50
CROSSROADS MEDICAL	Contributions-Community Org.		$1,316.25
ECUMENICAL FAITH IN	Contributions-Community Org.		$5,484.25
FAIRVIEW FARMS	Contributions-Community Org.		$1,000.00
FEEDING AMERICA SWVA	Contributions-Community Org.		$2,475.00
MEADOWVIEW FIRST	Contributions-Community Org.		$375.00
OLD GLADE ANTIQUE	Contributions-Community Org.		$787.50
PROJECT GLADE	Contributions-Community Org.		$225.00
SOUTHWEST VA 4H CENT	Contributions-Community Org.		$2,437.50
066100-Community College Contribution		Total	$26,853.50
SW VA HIGHER EDUCATI	Contributions-Community Org.		$6,250.00
VA HIGHLANDS COM COL	Contributions-Community Org.		$20,603.50

Washington County
Accounts Payable Listing
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071110-Recreation Department		Total	$50.49
VERIZON WIRELESS	Telecommunications		$50.49
071320-Beaverdam Park		Total	$750.94
APPALACHIAN POWER	Electricity		$51.67
J&B COMPLETE JANITOR	Purchased Services		$650.00
WC SERVICE AUTHORITY	Water/Sewer		$49.27
071910-Recreation & Park Contribution		Total	$9,198.75
ABINGDON MIDGET	Contributions-Community Org.		$5,000.00
DAMASCUS VETERAN'S	Contributions-Community Org.		$250.00
VETERAN'S MEMORIAL P	Contributions-Community Org.		$3,948.75
072700-Cultural Enrichment-Contributi		Total	$29,875.75
BARTER FOUNDATION	Contributions-Community Org.		$15,625.00
DEPOT ARTIST' ASSOC	Contributions-Community Org.		$658.00
HIST SOCIETY WASH CO	Contributions-Community Org.		$675.00
TOWN OF DAMASCUS	Contributions-Community Org.		$329.00
VA HIGHLANDS FESTIVA	Contributions-Community Org.		$438.75
WC FAIRGROUND INC	Contributions-Community Org.		$5,020.25
WHITE'S MILL FOUNDAT	Contributions-Community Org.		$548.50
WILLIAM KING MUSEUM	Contributions-Community Org.		$6,581.25
081100-Zoning Administration		Total	$97.23
VACORP	Workman's Compensation		$97.23
081110-Planning Activities-Regional		Total	$14,940.75
MT ROGERS PLAN COMMI	Contributions-Govt Entities		$14,940.75
081500-Econ Dev & Community Relations		Total	$16,982.57
KS PROMOTIONAL PRODU	Miscellaneous		$118.00
PATHWAY REGIONAL	Purchased Services		$15,000.00
VACORP	Workman's Compensation		$1,824.08
VERIZON WIRELESS	Telecommunications		$40.49
081510-Economic Development Activitie		Total	$35,248.00
FRIENDS OF SOUTHWEST	Contributions-Community Org.		$731.25
SVAM	Contributions-Community Org.		$10,891.75
VA HIGHLANDS SMALL	Contributions-Community Org.		$18,750.00
WC CHAMBER OF COMMER	Contributions-Community Org.		$4,875.00
082400-Soil & Water Cons District		Total	$4,442.50
HOLSTON RIVER SOIL &	Contributions-Community Org.		$4,192.50
UPPER TN RIVER ROUND	Contributions-Community Org.		$250.00
083100-County Extension Program		Total	$374.56
POINT BROADBAND	Telecommunications		$374.56

Washington County
Accounts Payable Listing
7/1/2026 - 7/31/2026

091410-Reserve For Employee Benefits		Total	$113,448.46
VA EMPLOYMENT COMMIS	Unemployment		$3,648.46
VACORP	Line of Duty Act Insurance		$109,800.00
092100-Revenue Refunds		Total	$2,135.01
Bolling & Hearl PC	Rev Refund-Property Taxes		$30.20
D & D Enterprises	Rev Refund-Property Taxes		$15.26
Department of Motor Vehicles	Rev Refund-C/Va DMV Stop		$1,975.00
Hayter R C	Rev Refund-Property Taxes		$12.06
Johnson Nikki Leigh	Rev Refund-Property Taxes		$0.93
McCroskey Kristopher S	Rev Refund-Property Taxes		$1.58
Messinger Justin Patrick	Rev Refund-Property Taxes		$16.91
Mitchell Travis Lee	Rev Refund-Property Taxes		$18.39
Mumpower Trinity Oquinn	Rev Refund-Property Taxes		$25.08
Murray Linda Mae	Rev Refund-Property Taxes		$37.17
Owens Devin Cole	Rev Refund-Property Taxes		$2.43
003-Law Library		Total	$4,263.79
021800-Washington County Law Library		Total	$4,263.79
OCLC INC.	Contrbutions-Law Library Organ		$3,965.48
RELX INC	Contrbutions-Law Library Organ		$298.31
008-Traffic Enforcement		Total	$78,701.00
031210-Sheriff-Traffic Enf (Recon)		Total	$12,935.51
SNIDER TIRE INC	Motor Vehicles & Equipment		$1,734.06
VACORP	Workman's Compensation		$11,201.45
031220-Sheriff-ESummons (Recon)		Total	$17,842.66
LAW & ORDER TECH	ESummons Equipment		$735.25
ROK BROTHERS	ESummons Equipment		$15,707.06
VERIZON WIRELESS	ESummons Equipment		$1,400.35
031600-Sheriff-Com Services Division		Total	$3,034.60
VACORP	Workman's Compensation		$3,034.60
031823-Speed Camera Enforcement		Total	$2,036.31
JERRY'S SIGNS INC	Motor Vehicles & Equipment		$2,036.31
031831-Sheriff-Surplus/Ins Recovery		Total	$42,851.92
ABINGDON COLLISION &	Motor Vehicles & Equipment		$42,851.92
015-Disaster Recovery		Total	$82,280.90
094041-2024 Disaster Expenditures		Total	$56,369.40
CARTER MACHINERY CO	Other Operating Supplies		$56,369.40
094400-Federal Grants		Total	$25,911.50
THOMPSON & LITTON IN	Purchased Services		$25,911.50

Washington County
Accounts Payable Listing
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024-County Debt Service		Total	$184,241.00
095110-VA Resource Authority Loans		Total	$182,241.00
WC INDUST DEV AUTHOR	Principal Pmt-Debt Payment		$182,241.00
095900-Other Debt Related Costs		Total	$2,000.00
WILMINGTON TRUST	Bond Administration Fees		$2,000.00
025-County Debt Service Schools		Total	$300,644.72
095400-VPSA Bonds		Total	$300,644.72
US BANK OPERATIONS C	Principal Pmt-Debt Payment		$300,644.72
108-County Library		Total	$80,683.17
073100-Library-Admin		Total	$11,773.16
BAILEY COMPUTING TEC	Purchased Services		$3,091.46
BOB'S MUFFLER SHOP	Vehicle Supplies		$100.60
GREATAMERICA LEASING	Service Contracts		$1,010.99
HUNGATE BUSINESS SRV	Service Contracts		$157.97
KVAT FOODS	Food Supplies		$93.29
SAM'S CLUB	Dues & Assoc Memberships		$120.00
THE DOLLYWOOD FOUNDA	Library Books		$1,660.69
TRUIST BANK	Service Contracts		$1,444.80
VACORP	Workman's Compensation		$3,462.13
WASH CO PUBLIC SCHOO	Vehicle Fuels		$631.23
073105-Library-Abingdon		Total	$3,544.02
AMAZON/GECRB	Office Supplies		$421.25
APPALACHIAN POWER	Electricity		$1,863.72
DATA PROCESSING	Internet		$113.98
INGRAM LIBRARY SERVI	Library Books		$133.16
POINT BROADBAND	Telecommunications		$651.15
TOWN OF ABINGDON	Water/Sewer		$61.22
VERIZON WIRELESS	Telecommunications		$227.31
WC SERVICE AUTHORITY	Water/Sewer		$72.23
073110-Library-Damascus Branch		Total	$2,553.23
AMAZON/GECRB	Program Supplies		$19.98
APPALACHIAN POWER	Electricity		$883.08
HUNGATE BUSINESS SRV	Service Contracts		$89.87
INGRAM LIBRARY SERVI	Library Books		$293.65
MIDWEST TAPE EXCHANG	Library Books		$924.69
POINT BROADBAND	Telecommunications		$139.36
SECURITY CENTRAL	Service Contracts		$105.00
WC SERVICE AUTHORITY	Water/Sewer		$97.60

Washington County
Accounts Payable Listing
7/1/2026 - 7/31/2026

073120-Library-Mendota Branch		Total	$1,708.77
AMAZON/GECRB	Program Supplies		$19.98
HUNGATE BUSINESS SRV	Service Contracts		$25.74
INGRAM LIBRARY SERVI	Library Books		$207.78
MIDWEST TAPE EXCHANG	Library Books		$1,025.11
POINT BROADBAND	Telecommunications		$134.16
U S POSTAL SERVICE	Postage		$296.00
073130-Library-Glade Spring Branch		Total	$2,194.08
AMAZON/GECRB	Program Supplies		$19.98
APPALACHIAN POWER	Electricity		$510.72
HUNGATE BUSINESS SRV	Service Contracts		$108.68
INGRAM LIBRARY SERVI	Library Books		$226.68
KVAT FOODS	Program Supplies		$5.97
MIDWEST TAPE EXCHANG	Library Books		$1,025.10
POINT BROADBAND	Telecommunications		$172.95
WC SERVICE AUTHORITY	Water/Sewer		$124.00
073140-Library-Hayter's Gap Branch		Total	$1,443.58
AMAZON/GECRB	Program Supplies		$19.98
HUNGATE BUSINESS SRV	Service Contracts		$14.92
INGRAM LIBRARY SERVI	Library Books		$243.98
MIDWEST TAPE EXCHANG	Library Books		$1,025.10
POINT BROADBAND	Telecommunications		$139.60
073310-Library State/Fed Aid		Total	$57,350.60
AMAZON/GECRB	Library Books		$60.00
BRISTOL HERALD COURI	Library Books		$415.59
CENTER POINT PUBLISH	Library Books		$237.76
DEMCO	Library Supplies		$2,231.76
HOLSTON ASSOC LIB IN	Service Contracts		$36,930.54
INGRAM LIBRARY SERVI	Library Supplies		$944.02
MIDWEST TAPE EXCHANG	Library Books		$5,533.62
OCLC INC.	Library Books		$1,782.38
PLAYAWAY PRODUCTS	Library Books		$329.95
TRUIST BANK	Library Books		$259.47
WT COX SUBSCRIPTIONS	Library Books		$8,625.51
073340-Library Contributions & Endowm		Total	$115.73
AMAZON/GECRB	Miscellaneous		$30.35
SAM'S CLUB	Friends of Library		$32.02
TRUIST BANK	Miscellaneous		$53.36

Total	**$4,216,089.14**

AGENDA ITEM NO. 6.E

Item Cover Page

BOARD OF SUPERVISORS AGENDA ITEM REPORT

DATE:	August 25, 2026
SUBMITTED BY:	Alicia Roland , County Administrator
ITEM TYPE:	Action Item
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Adoption of Resolution Requesting Virginia Department of Transportation Conduct a Safety Study along Route 659, Clear Creek Road in the Wilson Magisterial District.
SUGGESTED MOTION:	The proposed Resolution requests Virginia Department of Transportation to conduct a safety study along Route 659, Clear Creek Road in the Wilson Magisterial District.

BACKGROUND AND SUMMARY:

The proposed Resolution requests Virginia Department of Transportation to conduct a safety study along Route 659, Clear Creek Road in the Wilson Magisterial District.

ATTACHMENTS:

COUNTY OF WASHINGTON, VIRGINIA

BOARD OF SUPERVISORS

DWAYNE A. BALL
CHAIRMAN
G-11 "WILSON" ELECTION DISTRICT

RANDY L. PENNINGTON
VICE-CHAIRMAN
B-11 "JEFFERSON" ELECTION DISTRICT

PHILLIP B. MCCALL
A-11 "HARRISON" ELECTION DISTRICT

CHARLIE S. HARGIS JR.
C-11 "MADISON" ELECTION DISTRICT

W. LEE BRANNON
D-11 "MONROE" ELECTION DISTRICT

DAVID MATLOCK
E-11 "TAYLOR" ELECTION DISTRICT

SAUL A. HERNANDEZ
F-11 "TYLER" ELECTION DISTRICT

COUNTY ADMINISTRATION

JASON N. BERRY
COUNTY ADMINISTRATOR

BRANDON SNODGRASS
COUNTY ATTORNEY

GOVERNMENT CENTER BUILDING
1 GOVERNMENT CENTER PLACE
SUITE A
ABINGDON, VIRGINIA 24210
276-525-1300 TELEPHONE
276-525-1309 TELEFACSIMILE
WWW.WASHCOVA.COM

RESOLUTION 2026-31

REQUEST OF SAFETY STUDY BE CONDUCTED BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION ON ROUTE 659 (CLEAR CREEK ROAD)

WHEREAS, STATE ROUTE 659 (CLEAR CREEK ROAD), IN THE WILSON MAGISTERIAL DISTRICT, BETWEEN LEE HIGHWAY AND WALLACE PIKE IS TRAVELED BY MOTORISTS AT A HIGH RATE OF SPEED CREATING A HAZARD TO THE HEALTH, LIVES AND PROPERTY OF CITIZENS LIVING IN THE AREA, OTHER MOTORISTS TRAVELING THROUGH SAID AREA.

THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WASHINGTON COUNTY, VIRGINIA THAT THE BOARD REQUESTS THAT THE VIRGINIA DEPARTMENT OF TRANSPORTATION CONDUCT A SAFETY STUDY CONCERNING POSTING SPEED LIMITS ALONG ROUTE 659 (CLEAR CREEK ROAD).

DONE THIS THE 28TH DAY OF AUGUST, 2026.

THE FOREGOING RESOLUTION WAS DULY ADOPTED BY THE FOLLOWING VOTE:

MR. MCCALL:

MR. PENNINGTON:

MR. HARGIS:

MR. BRANNON:

MR.: MATLOCK:

MR. HERNANDEZ:

MR. BALL:

_____

JASON N. BERRY
COUNTY ADMINISTRATOR

AGENDA ITEM NO. 6.F

Item Cover Page

BOARD OF SUPERVISORS AGENDA ITEM REPORT

DATE:	August 25, 2026
SUBMITTED BY:	Tammy Sturgill , Budget & Finance
ITEM TYPE:	Action Item
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Contract Renewal for Thompson & Litton, Inc. Presenter: Tammy Sturgill
SUGGESTED MOTION:	Motion to approve the contract renewal for Thompson & Litton, Inc. for the fiscal year July 1, 2026 to June 30, 2027.

BACKGROUND AND SUMMARY:

The Board of Supervisors is requested to consider the contract renewal for Thompson & Litton, Inc for the fiscal year July 1, 2026 to June 30, 2027. The original contract was awarded for the fiscal year July 1, 2025 to June 30, 2026 with the ability to renew for three additional one year terms.

ATTACHMENTS:

RENEWAL #1

TO CONTRACT DATED 07-23/2025 BETWEEN THOMPSON & LITTON, INC., AND BOARD OF SUPERVISORS FOR WASHINGTON COUNTY, VIRGINIA FOR ENGINEERING SERVICES

This **RENEWAL #1** is an Agreement between the Board of Supervisors for Washington County, Virginia, hereinafter referred to as "County", and Thompson & Litton, Inc., hereinafter referred to as "T&L", relating to renewal of the Contract for Engineering Services dated 07/23/25, hereinafter referred to as "Contract" and/or "Agreement".

This contract is hereby renewed with the current term of July 1, 2026, through June 30, 2027. The foregoing is the complete and final expression of the parties' agreement to modify Contract and cannot be modified, except by writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged. This renewal is hereby incorporated into and made an integral part of the Agreement.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS CONTRACT.

THOMPSON & LITTON, INC..	**WASHINGTON COUNTY** **BOARD OF SUPERVISORS**
BY: _____	**BY:** _____
NAME: _____	**JASON BERRY**
TITLE: _____	**COUNTY ADMINISTRATOR**
DATE: _____	**DATE:** _____

AGENDA ITEM NO. 6.G

Item Cover Page

BOARD OF SUPERVISORS AGENDA ITEM REPORT

DATE:	August 25, 2026
SUBMITTED BY:	Tammy Sturgill , Budget & Finance
ITEM TYPE:	Action Item
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Contract Renewal for TRC Engineers, Inc. Presenter: Tammy Sturgill
SUGGESTED MOTION:	Motion to approve the contract renewal for TRC Engineers, Inc. for the fiscal year July 1, 2026 to June 30, 2027.

BACKGROUND AND SUMMARY:

The Board of Supervisors is requested to consider the contract renewal for TRC Engineers, Inc. for the fiscal year July 1, 2026 to June 30, 2027. The original contract was awarded for the fiscal year July 1, 2025 to June 30, 2026 with the ability to renew for three additional one year terms.

ATTACHMENTS:

RENEWAL #1

TO CONTRACT DATED 07-23/2025 BETWEEN TRC ENGINEERING, INC., AND BOARD OF SUPERVISORS FOR WASHINGTON COUNTY, VIRGINIA FOR ENGINEERING, ARCHITECTURE AND CONSTRUCTION SUPPORT SERVICES

This **RENEWAL #1** is an Agreement between the Board of Supervisors for Washington County, Virginia, hereinafter referred to as "County", and TRC, Engineering, Inc., hereinafter referred to as "TRC", relating to renewal of the Contract for Engineering, Architecture and Construction Support Services dated 07/23/25, hereinafter referred to as "Contract" and/or "Agreement".

This contract is hereby renewed with the current term of July 1, 2026, through June 30, 2027. The foregoing is the complete and final expression of the parties' agreement to modify Contract and cannot be modified, except by writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged. This renewal is hereby incorporated into and made an integral part of the Agreement.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS CONTRACT.

TRC, ENGINEERING, INC.	**WASHINGTON COUNTY BOARD OF SUPERVISORS**
BY: _____	**BY:** _____
NAME: _____	**JASON BERRY**
TITLE: _____	**COUNTY ADMINISTRATOR**
DATE: _____	**DATE:** _____

AGENDA ITEM NO. 6.H

Item Cover Page

BOARD OF SUPERVISORS AGENDA ITEM REPORT

DATE: August 25, 2026

SUBMITTED BY: Tammy Sturgill , Budget & Finance

ITEM TYPE: Action Item

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Transfer/Supplemental Appropriation
--Presenter: Tammy Sturgill

SUGGESTED MOTION: Motion to approve budget transfer and supplemental appropriation as presented.

BACKGROUND AND SUMMARY:

The Board of Supervisors is requested to consider a budget transfer for $150,000 from the Disaster Recovery Fund (Fund #015) to the Grants Project Fund (#010) for the planning grant from Southwest Virginia Strategic Recovery Planning Program CDBG-DR. We budgeted $150,000 in the Disaster Recovery Fund and CDBG-DR revenues of $150,000.

015-094300-413170	CDBG-DR Purchased Services	($150,000)
015-003302-313308	CDBG-DR Funds	($150,000)
010-expenditure	CDBG-DR Purchased Services	$150,000
010-revenue	CDBG-DR Funds	$150,000

The planning grant is $155,000. The Board of Supervisors is requested to consider a supplemental appropriation of $5,000 to the Grants Project Fund (#010) for the remaining amount of the grant.

010-expenditure	CDBG-DR Purchased Services	$5,000

010-revenue	CDBG-DR Funds	$5,000

ATTACHMENTS:

COUNTY OF WASHINGTON, VIRGINIA
COUNTY ADMINISTRATION BUILDING
1 GOVERNMENT CENTER PLACE, SUITE A
ABINGDON, VIRGINIA 24210

COUNTY ADMINISTRATOR
JASON N. BERRY

OFFICE OF COUNTY ADMINISTRATOR

July 29, 2026

Virginia Department of Housing and Community Development
Office of Program Policy and Compliance
Main Street Centre 600 E Main Street. Suite 300
Richmond, Virginia 23219
Cdbg-dr@dhcd.virginia.gov

Re: Acceptance of Southwest Virginia Strategic Recovery Planning Program CDBG-DR Award

To whom it may concern:

On behalf of Washington County, I formally accept the Southwest Virginia Strategic Recovery Planning Program Community Development Block Grant – Disaster Recovery (CDBG-DR) award in the amount of **$155,000** to develop a disaster recovery plan.

This acceptance is made with the intention to implant the project through **Option B – Consultant Administration**, with grant administration and project delivery to be provided by the Mount Rogers Planning District Commission.

Washington County agrees to comply with all applicable CDBG-DR requirements, award conditions, reporting obligations, and the approved scope, budget, and schedule.

Please consider this letter our official acceptance of the award. We look forward to working with the Virginia Department of Housing and Community Development and the Mount Rogers Planning District Commission to complete the required documentation and proceed with implementation.

If you need additional information or documentation, please contact Gavin Blevins at 276-783-5103 or gblevins@mrpdc.org.

Sincerely,

Jason N. Berry
County Administrator

276-525-1300-TELEPHONE 272-525-1309-TELEFACSIMILE jberry@washcova.com-E-MAIL
WWW.WASHCOVA.COM

AGENDA ITEM NO. 6.I

Item Cover Page

BOARD OF SUPERVISORS AGENDA ITEM REPORT

DATE: August 25, 2026

SUBMITTED BY: Tammy Sturgill , Budget & Finance

ITEM TYPE: Action Item

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Supplemental Appropriation
--Presenter: Tammy Sturgill

SUGGESTED MOTION: Motion to approve Supplemental Appropriation as presented.

BACKGROUND AND SUMMARY:

The Board is requested to consider the following Supplemental Appropriation:

Expenditures

008-031831-418205-000-0000-50133	$20,905.00	Surplus/Ins Recovery-Motor Vehicles & Equipment
001-035500-415305-000-0000-	$ 3,001.00	Emergency Management-Fleet Insurance
Total	$23,906.00	

Revenues

008-001899-311881-000-0000-50133	$ 20,905.00
001-001902-311831-000-0000-	$ 3,001.00

	_
Total	$ 23,906.00

ATTACHMENTS:

Seller's Summary

DOMINION AUTO AUCTION

SUBJECT TO FINAL REVIEW

WASHINGTON COUNTY BOARD OF
1 GOVERNMENT CENTER
ABINGDON VA 24210

Phone 276-525-131(
Fax 276-525-130(

Sale Date	Lot	VSN	Year	Make	Model	VIN	Sale Price	Fees	Other	Due Seller	Net Paid	Ind	Buyer
08/04/2026	C-001	569569	2020	Dodge	Charger	2C3CDXKT2LH108299	$2,200.00	$35.00	$0.00	$0.00	$2,165.00	CS TF	Akers Jackie
08/04/2026	C-002	569576	2009	Ford	Escape	1FMCU49309KC96981	$1,900.00	$35.00	$0.00	$0.00	$1,865.00	CS TF	ABINGDON
08/04/2026	C-003	569577	2003	Mercury	Grand	2MEFM74W53X629621	$950.00	$35.00	$0.00	$0.00	$915.00	CS TF	Johnson John
08/04/2026	C-004	569578	2014	Ford	Explorer	1FM5K8B81EGB74560	$3,300.00	$35.00	$0.00	$0.00	$3,265.00	IA TF	STATE LINE
08/04/2026	C-005	569579	2010	Chevrolet	HHR	3GNBAADB2AS518331	$3,500.00	$35.00	$0.00	$0.00	$3,465.00	CS TF	ABINGDON
08/04/2026	C-006	569580	2014	Dodge	Grand	2C4RDGBG1ER213096	$5,900.00	$35.00	$0.00	$0.00	$5,865.00	CS TF	BLUE RIDGE
08/04/2026	C-007	569581	2014	Dodge	Grand	2C4RDGBG3ER213097	$3,400.00	$35.00	$0.00	$0.00	$3,365.00	IA TF	Davis Caleb
Sub Total	**7**						**$21,150.00**	**$245.00**	**$0.00**	**$0.00**	**$20,905.00**		
Total	**7**						**$21,150.00**	**$245.00**	**$0.00**	**$0.00**	**$20,905.00**		

008-031831-418205-000-0000-50133 $20,905.00

008-001899-311881-000-0000-50133 $20,905.00

Slemp Brant Saunders Insurance Agency

051047

Reference 30269
Check Date 08/05/2026

PAY TO THE ORDER OF Washington County Virginia Fire & EMS

$ 3,001.00

THREE THOUSAND ONE AND 00/100 ********** DOLLARS

Washington County Virginia Fire & EMS
1 Government Center Place, Suite A
Abingdon VA 24210

FOR Return Premium- Auto Policy

MP

Slemp Brant Saunders Insurance Agency Marion, VA. 24354

051047

Check Voucher

Slemp Brant Saunders & Assoc., Inc.

Check # 51047
Reference 30269
Check Date 08/05/2026

Bank 11120000 SBS- Operating Account
Pay To Washington County Virginia Fire & EMS
1 Government Center Place, Suite A
Abingdon VA 24210

3,001.00

For Return Premium- Auto Policy

Not Negotiable

Journal Memo

Type	Description	Amount
Insured A/R	Washington County Virginia Fire & EMS, On Account, 57089	3,001.00

001-035500-415305 $3,001
001-001902-311831 $3,001

AGENDA ITEM NO. 7.A

Item Cover Page

BOARD OF SUPERVISORS AGENDA ITEM REPORT

DATE:	August 25, 2026
SUBMITTED BY:	Tammy Sturgill , Budget & Finance
ITEM TYPE:	Action Item
AGENDA SECTION:	GENERAL BUSINESS
SUBJECT:	Award of Cooperative Procurement for 5 Nissan Pathfinders for the Sheriff's Office --Presenter: Tammy Sturgill & Sheriff's Office
SUGGESTED MOTION:	Motion to approve the cooperative procurement for $172,489 to CMA's Colonial Nissan to be purchased out of the Speed Citation Revenue in Fund #008.

BACKGROUND AND SUMMARY:

The Sheriff's Office is requesting the approval of the purchase of 5 2026 Nissan Pathfinder SV 4WD. The quotes for the 5 2026 Nissan Pathfinder SV 4WD under consideration are included in the attachments. As per County policy for purchases over $100,000, the method of procurement is competitive sealed bidding (IFB), competitive negotiation (RFP), and cooperative procurement. The method utilized for the procurement was cooperative procurement through Virginia Sheriffs' Association. Virginia Sheriffs' Association conducts the procurement process and awards the contracts that can be utilized by state and local governments. Under section 2.2-4304 of the Code of Virginia, a public body may purchase from another public body's contract even if it did not participate in the request for proposal, if the request for proposal specified that the procurement was a cooperative procurement being conducted on behalf of the other public bodies. The specific Virginia Sheriffs' Association contract utilized for this procurement is CMA's Colonial Nissan, contract #25-08-0917R. The quotes provided are 3 2026 Nissan Pathfinder SV 4WD for $103,493.40 and 2 2026 Nissan Pathfinder SV 4WD for $68,995.60 for a total of $172,489.

The purchases will be made out of the Speed Citation Revenues in Fund #008.

ATTACHMENTS:

Carter Myers Automotive
MOVINGLIVESFORWARD

Quote #000123

VSA Contract 25-08-0917R

Chris Parandian
CMA's Colonial Nissan
200 Myers Drive Charlottesville,
VA 22901

Buyer	Co-Buyer	Vehicle
Washington County Jeff Burton 276.676.6029		2026 Nissan Pathfinder SV 4WD 3 Units - Grey or Black

Purchase Details	
Base Price:	$31,549.70
4WD:	$1,900.00
Splash Guards :	$258.50
Floor Mats	$380.70
Cross Bars:	$408.90
Process Fee:	$0.00
Sale Price - 1 unit:	$34,497.80
Sales Price - 1 unit:	$34,497.80
Trade Allowance:	$0.00
Trade Payoff:	$0.00
Trade Equity:	$0.00
Rebate:	$0.00
Cash Down:	$0.00
Cash Price - 3 units:	$103,493.40

X _____
Customer Signature

_____
Date

X Chris Parandian
Manager Signature

6/16/2026
Date

Carter Myers Automotive
MOVINGLIVESFORWARD

Quote #00045

VSA Contract 25-08-0917R

Chris Parandian
CMA's Colonial Nissan
200 Myers Drive Charlottesville,
VA 22901

Buyer	Co-Buyer	Vehicle
Washington County Jeff Burton 276.676.6029		2026 Nissan Pathfinder SV 4WD 2 additional units - Grey / Black

Purchase Details	
Base Price:	$31,549.70
4WD:	$1,900.00
Splash Guards :	$258.50
Floor Mats	$380.70
Cross Bars:	$408.90
Process Fee:	$0.00
Sale Price - 1 unit:	$34,497.80
Sales Price - 1 unit:	$34,497.80
Trade Allowance:	$0.00
Trade Payoff:	$0.00
Trade Equity:	$0.00
Rebate:	$0.00
Cash Down:	$0.00
Cash Price - 2 units:	$68,995.60

X _____
Customer Signature

_____
Date

X Chris Parandian
Manager Signature

8/10/2026
Date

AGENDA ITEM NO. 7.B

Item Cover Page

BOARD OF SUPERVISORS AGENDA ITEM REPORT

DATE:	August 25, 2026
SUBMITTED BY:	Tammy Sturgill , Budget & Finance
ITEM TYPE:	Action Item
AGENDA SECTION:	GENERAL BUSINESS
SUBJECT:	Award of Cooperative Procurement for 10 Chevrolet Tahoe's for the Sheriff's Office --Presenter: Tammy Sturgill & Sheriff's Office
SUGGESTED MOTION:	Motion to approve the cooperative procurement for $561,199.80 to RK Chevrolet to be purchased out of the Speed Citation Revenue in Fund #008.

BACKGROUND AND SUMMARY:

The Sheriff's Office is requesting the approval of the purchase of 10 2026 Chevrolet Tahoe 4X4 PPV. The quote for the 10 2026 Chevrolet Tahoe 4X4 PPV under consideration are included in the attachments. As per County policy for purchases over $100,000, the method of procurement is competitive sealed bidding (IFB), competitive negotiation (RFP), and cooperative procurement. The method utilized for the procurement was cooperative procurement through Virginia Sheriffs' Association. Virginia Sheriffs' Association conducts the procurement process and awards the contracts that can be utilized by state and local governments. Under section 2.2-4304 of the Code of Virginia, a public body may purchase from another public body's contract even if it did not participate in the request for proposal, if the request for proposal specified that the procurement was a cooperative procurement being conducted on behalf of the other public bodies. The specific Virginia Sheriffs' Association contract utilized for this procurement is RK Chevrolet, contract #25-08-0917R. The quote provided is 10 2026 Chevrolet Tahoe 4X4 PPV for $561,199.80.

The purchases will be made out of the Speed Citation Revenues in Fund #008.

ATTACHMENTS:

RK CHEVROLET, INC

Quote

8/3/2026

2661 Virginia Beach Boulevard
Virginia Beach, VA 23452
Phone 757-486-2222
kstolle@rkautogroup.net

Bill To:
Washington County

Ship To:

SALESPERSON	P.O. NUMBER	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS
Stolle					

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
2026 Chevrolet Tahoe 4x4 PPV	10	$56,119.98	561,199.80
Virginia Sheriff Assoc Contract #25-08-0917R			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
Received in good order by: (sign)		Tax	$ -
Printed Name:		**TOTAL**	$561,199.80
Date Received:			

Make all checks to RK CHEVROLET, INC
If you have any questions contact Ken Stolle at 757-431-6584 or kstolle@rkautogroup.net

THANK YOU FOR YOUR BUSINESS!

Name of Vehicle: Chevrolet Tahoe PPV 2WD 5.3L V8
VSA Contract #25-08-0917R VSA Specification Number: 135
Awarded Dealership: RK Chevrolet

Option Code	Option Description	MSRP Price	Contract Price	QUANTITY	TOTAL
CC10706/9C1	Tahoe PPV 2WD 5.3L V8		$ 51,875.00	10	$ 518,750.00
CK10706/9C1	Tahoe PPV 4WD 5.3L V8		$ 3,900.00	10	$ 39,000.00
CWM	Technology Package (&2Z7)	$1,275.00	$1,198.50		$ -
PQA	1FL Safety Package (&9C1)	$825.00	$775.50		$ -
AAK	Premium Floor Liners, 1st and 2nd rows	$295.00	$277.30		$ -
PDB	Dark Essentials Package	$650.00	$611.00		$ -
PDC	Dark Essentials Plus Package	$3,595.00	$3,379.30		$ -
RDI	Keyless Entry Keypad	$275.00	$258.50		$ -
RG9	Premium Liner Protection Package	$495.00	$465.30		$ -
RGC	Cargo Convenience Package	$1,550.00	$1,457.00		$ -
RGH	Interior Protection Package	$425.00	$399.50		$ -
RGJ	All-Weather Liner Protection Package	$475.00	$446.50		$ -
RIK	Black Nameplates	$260.00	$244.40		$ -
S08	Highway Safety Kit	$150.00	$141.00		$ -
S1O	Lockable Center Console	$295.00	$277.30		$ -
VQK	Molded Splash Guards	$250.00	$235.00		$ -
VQQ	Roof Rack Cross Rails	$725.00	$681.50		$ -
VQZ	Polished exhaust tip	$155.00	$145.70		$ -
VRS	Cargo security shade	$275.00	$258.50		$ -
VTA	Black Exhaust Tip	$195.00	$183.30		$ -
W2D	Cargo net	$75.00	$70.50		$ -
A50	Front Cloth Bucket Seats	$350.00	$329.00		$ -
AKP	Non-Deep Tinted Glass	($295.00)	($277.30)		$ -
B30	Carpeting, Color Keyed	$195.00	$183.30		$ -
QAE	All-Terrain Tire	$100.00	$94.00		$ -
UDA	OnStar Delete	$50.00	$47.00		$ -
V76	Recovery Hooks	$50.00	$47.00	10	$ 470.00
K05	Engine Block Heater	$100.00	$94.00		$ -
G1W	Iridescent Pearl Tricoat	$995.00	$935.30		$ -
G6M	Dark Ash Metallic	$0.00	$0.00		$ -
GAZ	Summit White	$0.00	$0.00		$ -
GBA	Black	$0.00	$0.00		$ -
GBD	Cypress Gray	$395.00	$371.30		$ -
GNT	Radiant Red Tintcoat	$495.00	$465.30		$ -
GXD	Sterling Gray Metallic	$0.00	$0.00		$ -
GXP	Lakeshore Blue Metallic	$0.00	$0.00		$ -
5T4	Exterior Body Colored Parts - Victory Red	$250.00	$235.00		$ -
6C7	Lighting, Auxiliary Red and White Dome Light	$170.00	$159.80	10	$ 1,598.00
6J3	Wiring, Grill Lamps and Siren Speakers	$92.00	$86.48	10	$ 864.80
6J4	Wiring, Horn and Siren Circuit	$55.00	$51.70	10	$ 517.00
6J8	White Left/White Right Whelen LED Lamp Package	$1,950.00	$1,833.00		$ -
6J9	Red Left/Red Right Whelen LED Lamp Package	$1,950.00	$1,833.00		$ -
6JE	Blue Left/Blue Right Whelen LED Lamp Package,	$1,950.00	$1,833.00		$ -
6JG	Red Left/Blue Right Whelen LED Lamp Package	$1,950.00	$1,833.00		$ -
6N5	Switches, Rear Window Inoperative	$57.00	$53.58		$ -
6N6	Door Locks and Handles, inside rear doors inoperative	$62.00	$58.28		$ -
7X2	Spotlamps, Left and Right-Hand	$1,340.00	$1,259.60		$ -
7X3	Spotlamp, Left-Hand	$800.00	$752.00		$ -
9G8	Headlamps, Daytime Running Lamps and Automatic Headlamp Control Delete	$50.00	$47.00		$ -
9V2	MSP Blue Paint	$275.00	$258.50		$ -
9V5	Woodland Green	$450.00	$423.00		$ -
9V7	Exterior Body Colored Parts - Dark Blue Metallic	$250.00	$235.00		$ -
9W3	Wheatland Yellow	$450.00	$423.00		$ -
9W5	Silver Ice	$250.00	$235.00		$ -
T53	Lamps, Red & Blue rear compartment	$565.00	$531.10		$ -
TGK	Special Paint	$0.00	$0.00		$ -
TGK	Special Paint	$450.00	$423.00		$ -
UN9	Radio Suppression	$95.00	$89.30		$ -
UTQ	Alarm, Horn--Disable Content Theft Deterrent Alarm	$50.00	$47.00		$ -
WX7	Wiring, Auxiliary Speaker	$60.00	$56.40		$ -
NZV	20" Machined Aluminum Wheels (&1FL/1LS/1LT)	$1,100.00	$1,034.00		$ -

TOTAL	$ 561,199.80

AGENDA ITEM NO. 7.C

Item Cover Page

BOARD OF SUPERVISORS AGENDA ITEM REPORT

DATE:	August 25, 2026
SUBMITTED BY:	Tammy Sturgill , Budget & Finance
ITEM TYPE:	Action Item
AGENDA SECTION:	GENERAL BUSINESS
SUBJECT:	Award of Cooperative Procurement for Equipment Upfitting for 10 Chevrolet Tahoe's for the Sheriff's Office --Presenter: Tammy Sturgill & Sheriff's Office
SUGGESTED MOTION:	Motion to approve the cooperative procurement for $97,751.40 to East Coast Emergency Vehicles, LLC to be purchased out of the Speed Citation Revenue in Fund #008.

BACKGROUND AND SUMMARY:

The Sheriff's Office is requesting the approval of the purchase equipment upfitting for 10 2026 Chevrolet Tahoe's. The quote for the equipment upfitting for 10 2026 Chevrolet Tahoe under consideration are included in the attachments. As per County policy for purchases over $100,000, the method of procurement is competitive sealed bidding (IFB), competitive negotiation (RFP), and cooperative procurement. The purchase was below the $100,000 but the equipment upfitting for the 10 2026 Chevrolet Tahoe's was contingent on Board approval of the purchase of the 10 Chevrolet Tahoe's. The Director of Budget & Finance felt that it was prudent to include the equipment upfitting for the 10 2026 Chevrolet Tahoe's on the agenda for Board approval. The method utilized for the procurement was cooperative procurement through City of Chesapeake. The City of Chesapeake conducted the procurement process and awards the contracts that can be utilized by state and local governments. Under section 2.2-4304 of the Code of Virginia, a public body may purchase from another public body's contract even if it did not participate in the request for proposal, if the request for proposal specified that the procurement was a cooperative procurement being conducted on behalf of the other public bodies. The specific City of Chesapeake contract utilized for this procurement is East Coast Emergency Vehicles, contract #21-191-9239. The quote provided is equipment upfitting for 10 2026 Chevrolet

Tahoe's for $97,751.40.

The purchases will be made out of the Speed Citation Revenues in Fund #008.

ATTACHMENTS:

Quotation# 35263

July 29, 2026

East Coast Emergency Vehicles, LLC.
2410 Southland Drive
Chester, VA 23831
804-658-4261

Ship To:
Washington County Sheriff
Jeff Burton
20281 Rustic Lane
Abingdon, VA 24210

Washington County Sheriff
Jeff Burton
20281 Rustic Lane
Abingdon, VA 24210

Prepared By: Brandon Holland

Valid Until:

Scope of Work:

10) 2026 Chevy Tahoe's - Patrol Build's
Chesapeake - 21-191-9239

Part Number	Description	Qty	MSRP	Disc.	Price	Ext. Price
EB2DEDE	Whelen, 54" Legacy EB WeCanX™ DUO+ Color Series Super-LED Lightbar	10	7,089.00	52%	3402.72	34,027.20
SA315P	Whelen, 100 Watt Speaker	10	412.00	52%	197.76	1,977.60
SAK70	Whelen, Speaker Bracket for 2021 Chevy Tahoe	10	53.00	52%	25.44	254.40
C399	Whelen, Cencom Core powered by Wecan X	10	1,411.00	52%	677.28	6,772.80
C399SP	Whelen, SCANPort Installation Kit for C399, See Vehicle Outfitter for available vehicle Make/Model/Y	10	189.00	52%	90.72	907.20
CCTL6	Whelen, Cencom Core Wecan X Control Head with 4 position slide switch,13 push buttons, 7 position ro	10	473.00	52%	227.04	2,270.40
I2J	Whelen, ION Series, DUO Red/Blue	60	206.00	52%	98.88	5,932.80
	2) Front Push Bumper Crossbar					
	2) Side Cargo Windows					
	2) Rear License Plate - Use with IONBKT1					
IONBKT1	Whelen Ion License Plate Bracket	10	45.00	52%	21.60	216.00
	1) Rear License Plate Bracket					
TSS0D	Whelen, ION T-Series DUO Linear Super-LED, Red/White	20	199.00	52%	95.52	1,910.40
	1) DS of Push Bumper - 1) DS Lower Rear Bumper					
TSS0E	Whelen, ION T-Series DUO Linear Super-LED, Blue/White	20	199.00	52%	95.52	1,910.40

Part Number	Description	Qty	MSRP	Disc.	Price	Ext. Price
	1) PS of Push Bumper - 1) PS Lower Rear Bumper					
ARGES2	Whelen, Arges™ Series 360° Remote Control Profocus Spotlight, Black Housing	10	912.00	52%	437.76	4,377.60
ARGCH1	Whelen, Control Head for Arges	10	352.00	52%	168.96	1,689.60
ARG54D	Whelen, 2021-Present Chevy Tahoe, Driver Side Fender Arges Mount	10	116.00	52%	55.68	556.80
CEM16	Whelen, Cencom Core 16 Position Expansion Module -- 1) Front & 1) Rear	20	292.00	52%	140.16	2,803.20
C-VSW-1012-TAH-1	Havis, Vehicle-Specific 22" Wide Angled Console for 2025 Chevrolet Tahoe Police Pursuit Vehicle	10	924.00	35%	600.60	6,006.00
C-ARM-102	Havis, Side Armrest	20	115.00	35%	74.75	1,495.00
MMSU-1	Magnetic Mic Holder	10	39.95		39.95	399.50
C-HDM-204	Havis, Laptop Side Mount	10	253.00	35%	164.45	1,644.50
C-MD-119	Havis, 11" Slide Out Locking Swing Arm with Low Profile Motion Adapter	10	391.00	35%	254.15	2,541.50
DS-PAN-433	Havis, Cradle for Panasonic's TOUGHBOOK 54 and 55 Rugged Laptop	10	493.00	35%	320.45	3,204.50
C-LP2-USB-BL2	Havis, Console Accessory Bracket With 2 Lighter Plug Outlets,1 USB-C & USB Type A Dual Port Charger	10	175.00	35%	113.75	1,137.50
CUP2-1001	Havis, Self-Adjusting Double Cup Holder	10	75.00	35%	48.75	487.50
C-AP-0325-1	Havis, 3" Accessory Pocket, 2.5" Deep	10	55.00	35%	35.75	357.50
C-EB40-CCS-1P	Havis, Cencom Faceplate	10	40.00	100%	0.00	0.00
C-EB40-WSB-1P	Havis, 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Arges Remote Spotlight con	10	40.00	100%	0.00	0.00
C-EB30-APS-1P	Havis, Equipment Bracket for APX4500 Self Contained Radio	10	35.00	100%	0.00	0.00
C-FP-1	Havis, 1" Filler Blank	20	15.00	100%	0.00	0.00
C-FP-2	Havis, 2" Filler Blank	10	15.00	100%	0.00	0.00
	Console Layout - Not Exact but shows how equipment was sold					
	10" Angled: 3" Radio EB - 4" Whelen Controller EB - 2" FP - 1" FP					
	12" Flat: 4" Cup - 4" Arges EB - 3" Pocket - 1" FP					
	3.3" Section					
C-APW-1258	Havis, 12" Accessory Pocket, 5.8" Deep for 3.3"W Section of Wide Consoles	10	59.00	35%	38.35	383.50
C-FPW-5	Havis, 5" Filler Plate for Wide VSW Consoles - 3.3" Angled Portion	10	13.00	100%	0.00	0.00

Part Number	Description	Qty	MSRP	Disc.	Price	Ext. Price
BK0534TAH21	Setina, 2021 - 2013 Chevy Tahoe, PB400 Bumper	10	579.00	15%	492.15	4,921.50
HK0810TAH21	Setina, PB6 Steel Headlight Guard with PB5 Wrap, 2021 - 2022 Chevy Tahoe	10	949.00	15%	806.65	8,066.50
SHIPPING	***Estimated Freight - Customer to pay pass through freight***	1	1,500.00		1500.00	1,500.00
CHESAPEAKE	City of Chesapeake Contract # 21-191-9239					
	8/12/26 - Quote requested by Sheri Vaughan via email 8/12/26					

Sub Total	$97751.40
Tax	$0.00
Total	**$97,751.40**

Please note that Out-of-Stock and Special Order items are subject to Vendor lead times. Depending on the Vendor and Item lead times could be up to [12] weeks.Please ask your salesperson about current lead times.

Approved By:

Print Name Signature Date

AGENDA ITEM NO. 7.D

Item Cover Page

BOARD OF SUPERVISORS AGENDA ITEM REPORT

DATE:	August 25, 2026
SUBMITTED BY:	Alicia Roland , County Attorney Office
ITEM TYPE:	Approval of Routine Financial Matters
AGENDA SECTION:	GENERAL BUSINESS
SUBJECT:	Review and Approve 2026 and 2027 Community Services Performance Contract Master Agreement for Highlands Community Services.
SUGGESTED MOTION:	Review and Approve 2026 and 2027 Community Services Performance Contract Master Agreement for Highlands Community Services to ensure continued services throughout 2027.

BACKGROUND AND SUMMARY:

Review and Approve 2026 and 2027 Community Services Performance Contract Master Agreement for Highlands Community Services.

ATTACHMENTS:

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COMMONWEALTH of VIRGINIA

DARYL WASHINGTON, LCSW
COMMISSIONER

DEPARTMENT OF
BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES
Post Office Box 1797
Richmond, Virginia 23218-1797

Telephone (804) 786-3921
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www.dbhds.virginia.gov

July 1, 2026

RE: AMENDMENT 4 AMENDED AND RESTATED FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT MASTER AGREEMENT AND SUPPLEMENTAL DOCUMENTS – Contract No. P1636.4

Dear CSB Executive Directors,

The attached final FY26-27 amended Community Services Performance Contract (PC) and supplemental documents are ready for your execution through DocuSign. The following are the only documents amended for this review cycle (further details provided below), all other PC documents not included remain in full force and effect. See Performance Contract No. P1636.3 for all other documents not included here.

1. Performance Contract Master Agreement (General Terms and Conditions)
    a. Medicaid Billing Language
2. Exhibit B- Continuous Quality Improvement (CQI)
3. Exhibit E - PC Schedule and Process
4. Exhibit F - Federal Grant Requirements
5. Exhibit G - CSB Master Programs Services Requirements
6. Exhibit I - IT Security & Compliance
7. Exhibit M: Department of Justice Settlement Agreement Requirements (DOJ SA)
8. Addendum I - Administrative Requirements and Processes and Procedures
    a. Appendix C: Unspent Balances Principles and Procedures
    b. Appendix E: Administrative Requirements for Accounts Receivables
    c. Appendix F: Regional Program Operations Procedures
9. State and Federal Indiret Cost Rate Policy
10. Local Match

It is important for the smooth continuity of the process to have signed performance contracts returned to the Department as soon as practicable. Please keep in mind that Code requires CSBs on or before **September 30th** to:

1. Make the proposed contract available for public review and solicit public comments for a period of 30 days before submitting it for local approval.
2. Submit its proposed performance contract to the governing body (city council or board of supervisors) for review and approval. CSBs to have their PC approved or renewed by the governing body of each city or county that established it. If no action is taken by the governing body of each city or county that established it by the deadline, the contract is deemed approved or renewed.
3. Sign its PC and return to the Department.

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To avoid disruptions in service continuity and allow sufficient time to complete public review and comment about the contract and negotiation and approval of the contract, the Department provides semi-monthly payments of state-controlled funds to the community services boards. It is important for the smooth continuity of the process to have signed performance contracts returned to the Department as soon as practicable.

The performance contract is a transactional agreement between the Department and the Community Services Boards and Behavioral Health Authority community partners. Changes to this agreement may be made periodically to improve the business relationship, funding and delivery of program services for better alignment with the strategic initiatives of the Commonwealth.

We encourage you to take the time to familiarize yourself with all these documents to understand what is required but we would like to bring your attention to certain changes from this review period.

AMENDMENTS - FY2026 and 2027 Community Services Performance Contract Effective July 1, 2026

Certain amendments provided below are in compliance with required Code of Virginia and Budget amendment changes Items 299#1s and 299 #8s. Outlined here are the material changes to the PC for your review.

1.1 **Performance Contract Master Agreement (General Terms and Conditions)– Medicaid Billing Language Amendment** - Item 299 #8s- the PC is amended to include the required budget amendment language.

1.2 **Exhibit B: Continuous Quality Improvement (CQI)-** this Exhibit has been amended based on the work done internally and externally to bring clarity to certain BH QMS core measures, established measure benchmarks and track progress toward targets, and Quality Improvement Initiatives to address systemic issues.

1.3 **Exhibit E: Performance Contract Schedule and Process** – amended to provide the CSBs specific due dates for Department required reporting submissions for the performance contract, financial data, program related required data submissions, local government audits and Certified Public Accountant (CPA) audits for FY26-27. It also provides specific dates for disbursement of state and federal funds to the CSBs. And provides clarity around local match due dates.

1.4 **Exhibit F: Federal Grant Requirements** – amended to add an addendum for Health and Human Services require language regarding Compliance with Civil Rights. Also, required SAMHSA language regarding Charitable Choice was removed but needs to be put back in the PC to reflect the current federal grants and their general and specific terms and conditions. These are required material changes that are not negotiable as a Subrecipient of federal funds. We encourage you to familiarize yourself with this information as a Subrecipient of federal funds.

1.5 **Exhibit G: Community Services Boards Master Programs Services Requirements** – this exhibit has been amended to provide clarity around terms and conditions and points of contact for certain programs services that a CSB may provide to reduce the amount of Exhibits D the Department and CSBs will have to review, process, and track. Keep in mind that this is not inclusive of all programs/services a CSB may provide, just those that it may have received on a regular basis for review and execution that have well established baseline requirements, with minimal to no changes, and/or part of ongoing baseline funding received from the Department.

1.6 **Exhibit I - IT SECURITY AND COMPLIANCE -** PC is amended to add Exhibit I for CSBs compliance with certain state and federal laws to protect sensitive healthcare data and protect both parties from unnecessary data security risk.

1.7 **Exhibit M: Department of Justice Settlement Agreement**: amended as required for clarity with DOJ compliance to ensure compliance and align with the QI strategy. These are required material

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changes that are not negotiable. Please review to understand the requirements.

1.8 Addendum I Administrative Requirements and Processes and Procedures

a. **Appendix C: Unspent Balances Principles and Procedures** – amended in its entirety to provide clarity, alignment with DBHDS policies, Appropriation Act and General Assembly funding expectations.
b. **Appendix E: Administrative Requirements for Accounts Receivables** – amended to add language for changes requested by Commissioner Washington to look at development of KPIs in the first quarter of SFY27 by the established workgroup to obtain better data around Medicaid billing.
c. **Appendix F: Regional Program Operations** -amended to incorporate missing language from sunset of the Core Services Taxonomy.
d. **CSB Executive Director and Chief Financial Officer Training** – amended to add language for training of CSB essential staff to improve engagement with DBHDS, establish role clarity, compliance, and system access requirements.

1.9 FY27 State and Federal IDCR Policy – DBHDS policy was revised to provide clarity around federal and state indirect cost rate requirements for CSBs and DBHDS staff.

1.10. Local Match – No changes to the PC- awareness that directs the Department of Behavioral Health and Developmental Services to examine alternatives to the current 10.0 percent local match requirement on state Community Services Board funding and to report to the Behavioral Health Commission by November 1, 2026, with recommendations**.** *See Item 299#1s*

The Department would like to thank you all for your service to the community and for working with us.

All your hard work and dedication to both your communities and our community services system is much valued and appreciated.

If you need help or have questions, please email performancecontractsupport@dbhds.virginia.gov

Thank you,

Chaye Neal-Jones, Director
Office of Enterprise Management Services

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AMENDMENT 4 AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT MASTER AGREEMENT – SUPPLEMENTAL DOCUMENT
EXHIBIT B: Continuous Quality Improvement (CQI) Process for Behavioral Health Performance Measures
Contract No. P1636.4

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I. Introduction

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

II. Measure Development

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

III. Technical Assistance

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

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

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

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

IV. Performance Monitoring

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

2. **Corrective Action Plan (CAP)**
   In the event PIP implementation does not result in improvement regarding core performance

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measures pursuant to Section V of this exhibit; the Department may seek other remedies as outlined in the Compliance and Remediation section of the performance contract such as initiating a CAP. For the purpose of this Exhibit, a CAP is defined as a written plan to address lack of achievements with identified benchmarks for core performance measures outlined in Section V of this exhibit. If the CSB refuses to participate in the TA and/or PIP process, a CAP will be initiated by the Department. If the CSB disagrees with the CAP they shall utilize the Compliance and Remediation of the performance contract.

V. Performance Measures

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

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

2. **Same Day Access Measures**
   ISERV Definition: The percentage of consumers with comprehensive needs assessment provided within 10 business days of first contact as well as the mean number of days from the first contact. DBHDS and CSB will collaborate to determine how to collect this information in FY26.
   Benchmark: CSB and DBHDS will work together to establish by the end of SFY27
   Appointment Kept: Percentage of new consumers with comprehensive needs assessment who keep and attend a follow-up appointment within 30 days.
   Benchmark: At least 70 percent of the individuals seen in SDA who are determined to need a follow-up service will return to attend that service within 30 calendar days of the SDA assessment.

3. **SUD Engagement Measure (Block Grant SAMSHA/DBHDS Requirement)**
   Percentage of individuals 13 years or older with a new/existing admission to CSB services as a result of a new SUD diagnosis who initiate services within 14 days of diagnosis and attend at least two follow up SUD services within 30 days.
   Benchmark: The CSB shall have at least 65% of SUD clients engage in treatment per this definition of engagement.

4. **DLA-20 Measure to be replaced by the WHODAS in FY27**
   The percentage of individuals receiving STEP-VA services assessed using the WHODAS who demonstrate improvement in their WHODAS score over a 6-month period.
   Benchmark: CSB and DBHDS will work together to establish by the end of SFY27

VI. Additional Expectations and Elements Being Monitored

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

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A. Outpatient Primary Care Screening and Monitoring

1. Primary Care Screening

Measures - The percentage of Adults with a SMI diagnosis and children with SED, engaged in MH CM and Psychiatry services, who receive an annual primary care screening to include height, weight and therefore, BMI.
Benchmark - CSB and DBHDS will work together to establish by the end of SFY27.
Outcomes - To provide yearly primary care screening to identify and provide related care coordination to ensure access to needed physical health care to reduce the number of individuals with serious mental illness (SMI), known to be at higher risk for poor physical health outcomes largely due to unidentified chronic conditions.
Monitoring- CSB must report the screen completion as required by DBHDS.

2. Antipsychotic Metabolic Screening

Measures - The percentage of individuals receiving STEP-VA services, over the age of 3 years old, receiving antipsychotic medications prescribed by a CSB, who have undergone metabolic screenings within 1 year of identification and comply with recommended metabolic screening schedule (at least annually)
Benchmark - CSB and DBHDS will work together to establish by the end of SFY27
Outcomes - To provide screening in order to identify and provide related care coordination to ensure access needed to physical health care as well as additional information for psychiatric providers. Individuals with serious mental illness (SMI) or serious emotional disturbance (SED) are known to be at higher risk for poor physical health outcomes.
Monitoring - CSB must report the screen completion as required by DBHDS

B. Outpatient Services

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

Measures - Percent of CSB Outpatient provider staff that have received the required 8 hours of trauma focused training within the first year of employment and 4 hours in each subsequent year or until 40 hours of trauma-focused training can be demonstrated
Benchmark - Benchmark is 95% of above-mentioned staff.
Monitoring: Provide training data regarding required trauma training yearly in July when completing evidence-based practice survey.

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

1. Training Measures - Percent of CSB Direct Services staff that receive military cultural competency training within 90 days of hire and every 3 years of employment thereafter.
Benchmark – 95% of CSB staff delivering direct services to the SMVF population

2. Identifying SMVF members

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

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

3. DBHDS has the ability to pull data from the Columbia Suicide Screening responses and trends for this particular subgroup; measure language and benchmarking are the same as in bullet A above.

D. Peer and Family Support Services

1. **Peer FTEs (STEP-VA Funded)**
   (a) **Measure**: Total number of Peer Support Services FTE offering peer support services in mental health and/or substance use treatment settings funded by STEP-VA allocations.
   (b) **Benchmark**: Year 1 will allow for monitoring and benchmarking.
2. **Peer FTEs (Total)**
   (a) **Measure:** Total number of Peer Support Services FTE offering peer support services in CSB/BHA from all funding sources.
   (b) **Benchmark:** Year 1 will allow for monitoring and benchmarking
3. **Peer Certification and Registration**
   (a) **Measure**: Peer Supporters will obtain certification within 15 months of hire and be registered within 18 months of hire (from the Board of Counseling)
   (b) **Benchmark**: There is not a benchmark at this time as FY24 is the first year collecting this information. DBHDS and the CSB will revisit setting a benchmark by the end of SFY27.

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AMENDMENT 4
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT – SUPPLEMENTAL DOCUMENT
Exhibit E: Performance Contract Schedule and Process
Contract No. P1636.4

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

DUE DATE	DESCRIPTION
5-20-26	1. The Office of Fiscal and Grants Management (OFGM) distributes the Letters of Notification (LON) to CSB with state and federal block grant funds allocations. **NOTE:** *State funds are contingent on the implementation of the fiscal year budget as passed by the General Assembly and signed into law by the Governor. The Code of Virginia allows the Governor to make certain adjustments to the Budget. Changes in Federal legislation, inclement weather and uncertain revenue collections, are just a few examples of events that may require adjustments to the budget in order to maintain the balanced budget as required by Virginia's constitution.* 2. The Department distributes the current fiscal year performance contract and associated report. to CSB. CSB must only provide allocations of state and federal funds or amounts subsequently revised by or negotiated and approved by the Department and have actual appropriated amounts of local matching funds.
See Section II for the Department's State (790) and Federal Funding Disbursement Schedules	
	New State Fiscal Year Begins
07-01-26	The current fiscal year performance contract, revisions, or Exhibits D that may be due at this time should be signed and submitted electronically by the CSB.
07-17-26	The Department distributes the end of the fiscal year report.
07-31-26	1. Prior fiscal year Q4 Turnover and Vacancy Reporting is due. 2. End of fiscal Staffing and Compensation Report is due for prior fiscal year
08-05-26	1. The Performance Contract budget report is due back to the Department. 2. **Local Match**: If the CSB did not meet the minimum 10 percent local matching funds requirement based on the beginning of the prior fiscal year, it must submit a written request for a waiver, pursuant to § 37.2-509 of the Code and State Board Policy 4010 and the Minimum Ten Percent Matching Funds Waiver Request Guidelines sent to the OEMS performancecontractsupport@dbhds.virginia.gov email address.

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09-02-26	1. CSB send end of the fiscal year report to the Department. 2. OFGM reviews the financial portions of reports for any discrepancies and works with CSB to resolve deficiencies.
9-18-2026	CSB must resubmit approved revised end of the year financial reports no later than 09-18-2025. This is the final closeout date. The Department will not accept report corrections after this date.
09-30-26	1. All CSB signed performance contracts and applicable Exhibits D/NOAs are due to the Department for final signature by the Commissioner pursuant to § 37.2-508 of the Code. 2. Federal Balance Reports are sent to CSB. Inaccurate or no submission of reports from end of fiscal year or performance contract reports and/or unsigned performance contracts will be out of compliance and may result in delayed payment disbursement until signed contract is received by the Department and/or a one- time, one percent reduction not to exceed $15,000 of state funds apportioned for CSB administrative expenses.
10-1-26	**New Federal Fiscal Year Begins**
10-03-26	After the Commissioner signs the contracts, a fully executed copy of the performance contract and applicable Exhibits D will be sent to the CSB electronically by OEMS.
10-16-26	CSB submits Federal Balance Reports to the OFGM.
10-31-26	Q1 Turnover and Vacancy Reporting is due.
12-02-26	1. CSB that are not local government departments or included in local government audits send one copy of their Certified Public Accountant (CPA) audit reports for the previous fiscal year on all CSB operated programs to the Department's Office of Budget and Financial Reporting (OBFR). 2. CSB must complete the Exhibit F (B) Single Audit Exemption Form if it is not subject to a single audit. 3. CSB submit a copy of CPA audit reports for all contract programs for their last full fiscal year, ending on June 30th, to the OBFR. For programs with different fiscal years, reports are due three months after the end of the year. 4. The CSB shall have a management letter and plan of correction for identified material deficiencies which must be sent with these reports. 5. Audit reports for CSB that are local government departments or are included in local government audits are submitted to the Auditor of Public Accounts (APA) by the local government.
12-29-26	CSB end of the fiscal year reports that are not accurate and/or incomplete, payments may not be released
01-06-27	The Department distributes the mid-year performance contract fiscal report to CSB for completion.
01-30-27	Q2 Turnover and Vacancy Reporting is due.
02-18-27	CSB send complete mid-year reports.

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03-31-27	CSB must submit their final, complete and accurate mid-year financial reports.
04-30-27	Q3 Turnover and Vacancy Reporting is due.
	New State Fiscal Year Begins
07-01-27	The current fiscal year performance contract, revisions, and Exhibits D/NOAs that may be due at this time should be signed and submitted electronically by the CSB.
07-15-27	The Department distributes the end of the fiscal year performance contract report for completion by CSB.
08-05-26	1. The Performance Contract budget report is due back to the Department. 2. **Local Match**: If the CSB did not meet the minimum 10 percent local matching funds requirement based on the beginning of the prior fiscal year, it must submit a written request for a waiver, pursuant to § 37.2-509 of the Code and State Board Policy 4010 and the Minimum Ten Percent Matching Funds Waiver Request Guidelines sent to the OEMS performancecontractsupport@dbhds.virginia.gov email address.
08-31-27	1. CSB sends complete end of the fiscal year report. 2. OFGM reviews financial portions of reports for any discrepancies and works with CSB to resolve deficiencies.
9-18-2027	CSB must resubmit approved revised program and financial reports. This is the final closeout date. The Department will not accept report corrections after this date.
09-30-27	All CSB signed performance contracts and applicable Exhibits D are due to the Department for final signature by the Commissioner pursuant to § 37.2-508 of the Code. Inaccurate or no submission of reports from 9-18-2026 and/or unsigned performance contracts will be out of compliance and may result in a one- time, one percent reduction not to exceed $15,000 of state funds apportioned for CSB administrative expenses.
10-02-27	After the Commissioner signs the contracts, a fully executed copy of the performance contract and applicable Exhibits D/NOAs will be sent to the CSB electronically by OMS.
10-13-27	CSB submits Federal Balance Reports to the OFGM.
12-02-27	1. CSBs that are not local government departments or included in local government audits send one copy of their Certified Public Accountant (CPA) audit reports for the previous fiscal year on all CSB operated programs to the Department's Office of Budget and Financial Reporting (OBFR). 2. CSB submit a copy of CPA audit reports for all contract programs for their last full fiscal year, ending on June 30th, to the OBFR. For programs with different fiscal years, reports are due three months after the end of the year. 3. The CSB shall have a management letter and plan of correction for identified material deficiencies which must be sent with these reports. 4. Audit reports for CSB that are local government departments or are included in local government audits are submitted to the Auditor of Public Accounts (APA) by the local government.
01-05-28	The Department distributes the mid-year financial performance contract report to CSB for completion.
02-16-28	CSB send complete mid-year financial performance contract reports.

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03-31-28	CSB must submit their final, complete and accurate mid-year financial performance contract reports.

I. Administrative Performance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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II. CSB Payment Disbursement Schedule

FY 2027 CSB Payment Key Dates

Warrant #	Payment Date	Due to A/P	Payment Adjustments due from CO Program Staff
1	July 8, 2026	June 24, 2026	June 15, 2026
2	July 15, 2026	July 7, 2026	June 26, 2026
3	August 3, 2026	July 24, 2026	July 15, 2026
4	August 17, 2026	August 7, 2026	July 27, 2026
5	September 2, 2026	August 21, 2026	August 7, 2026
6	September 15, 2026	September 7, 2026	August 28, 2026
7	October 1, 2026	September 23, 2026	September 8, 2026
8	October 15, 2026	October 7, 2026	September 28, 2026
9	November 2, 2026	October 23, 2026	October 9, 2026
10	November 16, 2026	November 9, 2026	October 30, 2026
11	December 1, 2026	November 23, 2026	November 6, 2026
12	December 15, 2026	December 7, 2026	November 30, 2026
13	January 4, 2027	December 23, 2026	December 8, 2026
14	January 15, 2027	January 7, 2027	December 28, 2026
15	February 1, 2027	January 25, 2027	January 8, 2027
16	February 16, 2027	February 8, 2027	January 25, 2027
17	March 1, 2027	February 22, 2027	February 8, 2027
18	March 15, 2027	March 8, 2027	February 26, 2027
19	April 1, 2027	March 22, 2027	March 8, 2027
20	April 15, 2027	April 7, 2027	March 26, 2027
21	May 3, 2027	April 23, 2027	April 8, 2027
22	May 17, 2027	May 10, 2027	April 26, 2027
23	June 1, 2027	May 24, 2027	May 3, 2027
24	June 15, 2027	June 7, 2027	June 3, 2027

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CY 2026 Federal Reimbursement Schedule

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

Note: Upfront payments that remain unexpended at the end of the period of performance should be refunded to DBHDS. If the period of performance coincides with the federal grant award period, the funds will be refunded through the Federal Balance Report process in the fall.

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AMENDMENT 4
AMENDED AND RESTATED FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT MASTER AGREEMENT - SUPPLEMENTAL DOCUMENT
Exhibit F: Federal Grant Compliance Requirements
Contract No. P1636.4

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I. Background

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

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

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

II. Defined Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Modified Total Direct Cost – The MTDC base consists of 1) all direct salaries and wages; 2) applicable fringe benefits; 3) materials and supplies; 4) services; 5) travel, and 6) up to the first $50,000 of each subaward or contract (regardless of the period of performance of the subaward or contract under the award).

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The MTDC base **must exclude**: expenditures for equipment; capital expenditures; charges for patient care; rental costs; tuition reimbursement; scholarships and fellowships; participant support costs [direct costs for items such as travel allowances and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects], and; the portion of each subaward or contract in excess of $50,000.

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

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

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

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

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

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

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

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

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

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

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

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life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000. [75 FR 55669, Sept. 14, 2010, as amended at 79 FR 75879, Dec. 19, 2014]

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

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

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

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

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

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

1. Subrecipient name (which must match the name associated with its unique entity identifier).
2. Subrecipient's unique entity identifier.
3. Federal Award Identification Number (FAIN).
4. Federal Award Date (see § 200.1 and § 75.2 Federal award date) of award to the recipient by the awarding agency.
5. Subaward Period of Performance Start and End Date (Dates within which DBHDS may expend funds).
6. Subaward Budget Period Start and End Date (Dates within which the subrecipient may expend funds from a subaward).
7. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient.
8. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation.
9. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity.
10. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA).
11. Name of Federal awarding agency, pass-through entity, and contract information for awarding official of the pass-through entity.
12. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement.
13. Identification of whether the award is R&D; and
14. Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 and § 75.414).

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

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

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

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

IV. General Federal Grant Requirements for the Department and CSBs

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

A. SAMHSA GRANTS

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

   Certification Statement: By invoicing DBHDS for funds, the subrecipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and drawdown funds. Recipients of Department of Health and Human Services'(DHHS) grants or cooperative agreement awards, and their Subrecipient, must comply with all terms and conditions of their

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awards, including: (a) terms and conditions included in the HHS Grants Policy Statement in effect at the time of a new, non-competing continuation, or renewal award (HHS Grants Policy Statement Oct. 1, 2024), including the requirements of HHS grants administration regulations; (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (c) applicable requirements or limitations in appropriations acts; and (d) any requirements specific to the particular award specified in program policy and guidance, the FOA, the NOFO, or the NOA.

3. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards**: The NOA issued is subject to the administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75.
4. **Award Expectations:** The eligibility and program requirements originally outlined in the FOA or NOFO must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as reflected in the FOA and related policy and guidance. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by Substance Abuse and Mental Health Services Administration (SAMHSA). Subrecipient must comply with the Scope of Services of their award.
5. **Flow down of requirements to sub-recipients:** The grantee, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 2 CFR 200.331 – 2 CFR 200.332 and 45 CFR 75.351 – 75.353, Subrecipient monitoring and management.
6. **Risk Assessment:** SAMHSA's Office of Financial Advisory Services (OFAS) may perform an administrative review of the subrecipient organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75 and 2 CFR 200, as applicable. DBHDS reviews and determines the risk associated with its Subrecipient. As part of the risk assessment process, DBHDS may perform an administrative review of the subrecipient's financial management system.
7. **Improper Payments:** Any expenditure by the Subrecipient which is found by auditors, investigators, and other authorized representatives of DBHDS, the Commonwealth of Virginia, the U.S. Department of Health and Human Services, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of the NOA, FOA, NOFO or this Exhibit, or involving any fraudulent, deceptive, or misleading representations or activities of the Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by DBHDS for the given program or any other funding agreements between DBHDS and the Subrecipient. This provision shall survive the expiration or termination of the applicable Performance Contract.
8. **Treatment of Property and Equipment:** If the Program permits the Subrecipient or entities that receive funding from the Subrecipient to purchase real property or equipment with grant funds, the Program retains a residual financial interest, enabling the Program to recover the assets or determine final disposition. This will be accomplished on a case-by-case basis, according to the federal grant guidelines applicable to the grant that is funding the service(s) in accordance with 2 CFR 200.1 and 45 CFR 75.2. Equipment is defined in the defined terms section of this Exhibit.
9. **Program Income:** Program income accrued under this grant award must be reported to the Recipient and must be used to further the objectives of the grant project and only for allowable costs.

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10. **Financial Management:** The Subrecipient shall maintain a financial management system and financial records and shall administer funds received in accordance with all applicable federal and state requirements, including without limitation:
    1) the Uniform Guidance, 2 C.F.R. Part 200 and 45 C.F.R. Part 75.
    2) the NOA; and
    3) FOA or NOFO

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

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

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

    Pursuant to 2 CFR 200.334 and 45 CFR 75.361, the Subrecipient shall retain all books, records, and other relevant documents for three (3) years from the end of the calendar year in which the grant period terminates. If any litigation, claim, or audit is initiated prior to the expiration of the 3-year period, all records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. DBHDS, its authorized agents, and/or federal or state auditors shall have full access to and the right to examine any of said materials during said period.
12. **Accounting Records and Disclosures:** The Subrecipient must maintain records which adequately identify the source and application of funds provided for financially assisted activities, including awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The Subrecipient should expect that the Recipient and SAMHSA may conduct a financial compliance audit and on-site program review of this project as outlined in paragraph (11).
13. **Standards for Documentation of Personnel Expenses:** The Subrecipient shall comply with 2 CFR 200.430 and 45 CFR 75.430 Compensation-Personal Services and 2 CFR 200.431 and 45 CFR 75.431 Compensation-Fringe Benefits as required by the Federal Office of Management and Budget (OMB) Circular 2 CFR 200 (Cost Principles for State, Local and Indian Tribal Government). Per Standards for Documentation of Personnel Expenses 2 CFR

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200.430(g)(3) and 45 CFR 75.430(g)(3) in accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR Part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section (2 CFR 200.430 and 45 CFR 75.430), must also be supported by the appropriate records.

14. **Non-Supplant:** Federal award funds must supplement, not replace (supplant) nonfederal funds. Applicants or award recipients and Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.
15. **Unallowable Costs:** All costs incurred prior to the award issue date and costs not consistent with the FOA/NOFO, 2 CFR Part 200, 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable.
16. **Executive Pay:** Pursuant to Executive Order and effective January 1, 2024, the amount of direct salary to Executive Level II of the Federal Executive Pay scale is restricted to $221,900.
17. **Intent to Utilize Funding to Enter into a Procurement/Contractual Relationship:** If the Subrecipient utilizes any of these funds to contract for any goods or services, the Subrecipient must ensure that the resultant contract complies with the terms of Appendix II, 45 C.F.R. 75 which governs the contractual provisions for non-federal entity contracts under federal awards issued by the Department of Health and Human Services.
18. **Ad Hoc Submissions:** Throughout the project period, SAMHSA or DBHDS may require submission of additional information beyond the standard deliverables. This information may include, but is not limited to the following:
    - Payroll
    - Purchase Orders
    - Contract documentation
    - Proof of Project implementation
19. **Conflicts of Interest Policy:** Subrecipient must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:
    - Address conditions under which outside activities, relationships, or financial interest are proper or improper.
    - Provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official.
    - Include a process for notification and review by the responsible official of potential or actual violations of the standards; and
    - Specify the nature of penalties that may be imposed for violations.
20. **Administrative and National Policy Requirements:** Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/recipient/subrecipient must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, or Executive order. In some cases, they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.
21. **Marijuana Restriction:** Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. 75.300(a) (requiring HHS to

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"ensure that Federal funding is expended in full accordance with U.S. statutory requirements."); 21 U.S.C. § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Agency and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

22. **Confidentiality of Alcohol and Drug Abuse Patient Records:** The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR Part 2. The recipient and/or subrecipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.
23. **Drug-Free Workplace:** The Subrecipient agrees to 1) provide a drug-free workplace for the Subrecipient's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
24. **Promotional Items:** Pursuant to 2 CFR 200.421 and 45 CFR 75.421, SAMHSA grant funds may not be used for Promotional Items. Promotional items include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags. HHS Policy on the Use of Appropriated Funds for Promotional Items: https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-promotionalitems/index.html
25. **SAM and UEI Requirements:** This award is subject to requirements as set forth in 2 CFR 25.300 - Requirement for recipients to ensure subrecipients have a unique entity identifier. This requires the subrecipient to obtain a Unique Entity Identifier (UEI) to be eligible to receive subrecipient awards.
26. **Acknowledgement of Federal Funding in Communications and Contracting:** As required by HHS appropriations acts, all HHS recipients and Subrecipient must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients and Subrecipient are required to state: (1) the percentage and dollar amount of the total program or project costs financed with Federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.
27. **Acknowledgement of Federal Funding at Conferences and Meetings:** Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award. The HHS awarding agency may authorize exceptions where appropriate for programs including Indian tribes, children,

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and the elderly. See also 2 CFR 200.438/45 CFR 75.438, 2 CFR 200.456/45 CFR 75.456, 2 CFR 200.475 - 476/45 CFR 75.474, - 75.475.

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

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

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

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

28. **Mandatory Disclosures:** Consistent with 2 CFR 200.113 and 45 CFR 75.113, the Subrecipient must disclose in a timely manner, in writing to the HHS Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, waste, abuse, or gratuity violations potentially affecting the Federal award. Subrecipient must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

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

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

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

29. **Lobbying Restrictions:** Pursuant to 2 CFR 200.450 and 45 CFR 75.450, no portion of these funds may be used to engage in activities that are intended to support or defeat the enactment of legislation before the Congress or Virginia General Assembly, or any local legislative body, or to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any federal, state or local government, except in presentation

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

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

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

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

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

32. **Executive Order 13410: Promoting Quality and Efficient Health Care:** This Executive Order promotes efficient delivery of quality health care using health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all recipients and Subrecipient that electronically exchange patient level health information to external entities where national standards exist must:

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a) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through their federally funded agreement/contract with DBHDS. Please consult www.healthit.gov for more information, and
b) Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant. For additional information contact: Jim Kretz, at 240-276-1755 or Jim.Kretz@samhsa.hhs.gov.

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

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

35. **Intangible Property Rights:** Pursuant to 2 CFR 200.315 and 45 CFR 75.322:
    a) Title to intangible property (as defined in the Definitions Section of this Exhibit) acquired under a federal award vest upon acquisition in the non-Federal entity. The non-federal entity must use that property for the originally authorized purpose and must not encumber the property without approval of the federal awarding agency (SAMHSA). When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR 200.313(e) and 45 CFR 75.320(e).
    b) The non-federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a federal award. The awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so.
    c) The Non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401.
    d) The federal government has the right to: 1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal Award; and 2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
    e) Freedom of Information Act:
        1) In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal Government in developing an agency action that has the force and effect of law, the HHS awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the HHS awarding agency obtains the research data solely in response to a FOIA request, the HHS awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the HHS awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
        2) Published research findings means when:
        (i) Research findings are published in a peer-reviewed scientific or technical journal; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Treasury Grants

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

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

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

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

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5. Award Expectations: The eligibility and program requirements originally outlined in the Federal Guidance issued because of the American Rescue Plan Act 2021 must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as determined by DBHDS. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by or amended guidance is provided by the US Department of Treasury and/or Commonwealth of Virginia Department of Planning & Budget. Subrecipients must comply with the Scope of Services of this agreement as outlined in the Performance Contract.

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

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

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

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

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

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recover the assets or determine final disposition. This will be accomplished on a case-by-case basis, according to the federal guidelines in accordance with 2 CFR 200.313.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Conflicts of Interest Policy: Subrecipients must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:
    • Address conditions under which outside activities, relationships, or financial interest are proper or improper;
    • Provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official;

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• Include a process for notification and review by the responsible official of potential or actual violations of the standards; and
• Specify the nature of penalties that may be imposed for violations.

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

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

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

25. Drug-Free Workplace: During the performance of this agreement, the Subrecipient agrees to 1) provide a drug-free workplace for the Subrecipient's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

26. Promotional Items: Pursuant to 2 CFR 200.421(e), Federal funding awarded under Coronavirus State and Local Recovery Funds may not be used for Promotional Items.

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Promotional items include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

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

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

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

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

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

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

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

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

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

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

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

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

34. English Language: All communication between the Pass-Through Agency and the Subrecipient must be in the English language and must utilize the terms of U.S. dollars.

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Information may be translated into other languages. Where there is inconsistency in meaning between the English language and other languages, the English language meaning shall prevail.

35. Intangible Property Rights Pursuant to 2 CFR 200.315:
    A. Title to intangible property (as defined in the Definitions Section of this Agreement) acquired under a Federal award vest upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose and must not encumber the property without approval of the Federal awarding agency (SAMHSA). When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR 200.313(e).
    B. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a federal award. The awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so.

       The Non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401.
    C. The Federal Government has the right to: 1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal Award; and 2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

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

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

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

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information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and(ii) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

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

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

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

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

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

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

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

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

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

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V. Federal Grant Specific Requirements

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

A. SAMHSA GRANTS

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

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

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

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

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

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

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

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

vi. A recipient or treatment or prevention provider may provide up to $30 noncash incentive to individuals to participate in required data collection follow-up. This amount may be paid for participation in each required follow-up interview. For programs including contingency management as a component of the treatment program, clients may not receive contingencies totaling more than $75 per budget period. The incentive amounts may be subject to change. SOR funds cannot be utilized for Contingency management without an approval from DBHDS. All subrecipients receiving funding to support contingency management must have a written policy and procedures that outline the intention and goals regarding contingency management, and step-by- step instructions that explains how to implement the policy.

b. Expenditure Guidelines:

i. Grant funds:

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

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

c) If medications for the treatment of opioid use disorder (MOUD) are made available to those diagnosed with opioid use disorder (OUD), they shall include FDA-approved treatments such as: methadone, buprenorphine products, including

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single-entity buprenorphine products, buprenorphine/naloxone tablets, films, buccal preparations, long-acting injectable buprenorphine products, and injectable extended-release naltrexone.

d) May only fund FDA approved products.

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

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

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

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

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

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

Account Number: 201141795720002
Routing Number: 061000104
EIN: 546001731

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

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

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Eric.Billings@dbhds.virginia.gov

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

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

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

   a. **Restrictions on Expenditures:** No SAPTBG funds may not be used for any of the following purposes:
      i. To provide inpatient hospital services.
      ii. To make cash payments to intended recipients of health services.
      iii. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling with DBHDS, Federal Grants Manager approval) any building or other facility, or purchase major medical equipment as defined in the Defined Terms section of this Exhibit.
      iv. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; or
      v. To provide financial assistance to any entity other than a public or non-profit entity.
      vi. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for acquired immune deficiency syndrome.
   b. **Grant Guidelines:**
      i. In the case of an individual for whom grant funds are expended to provide inpatient hospital services, as outlined above (A.a.), the Subrecipient shall not incur costs that are in excess of the comparable daily rate provided for community-based, non-hospital, residential programs of treatment for substance abuse (42 US Code § 300x-31(b)(2)).
      ii. No entity receiving SAPTBG funding may participate in any form of discrimination on the basis of age as defined under the Age Discrimination Act of 1975 (42 US Code § 6101), on the basis of handicap as defined under section 504 of the Rehabilitation Act of 1973

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(29 US Code § 794), on the basis of sex as defined under Title IX of the Education Amendments of 1972 (20 US Code § 1681) or on the basis of race, color, or national origin as defined under Title VI of the Civil Rights Act of 1964 (42 US Code § 2000) (42 US Code § 300x-57(a)(1)).

iii. No person shall on the ground of sex, or on the ground of religion, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available under section 300x or 300x-21 of title 42 US Code (42 US Code § 300x-57(a)(2)).

iv. This funding source is designated to plan, implement, and evaluate activities that prevent or treat substance use disorder, including to fund priority substance use disorder treatment and support services for individuals without insurance or for whom coverage is terminated for short periods of time. Further these funds can be utilized to fund those priority treatment and support services that demonstrate success in improving outcomes and/or supporting recovery that are not covered by Medicaid, Medicare, or private insurance, fund primary prevention by providing universal, selective, and indicated prevention activities and services for persons not identified as needing treatment, and collecting performance and outcome data to determine the ongoing effectiveness of behavioral health promotion, treatment, and recovery support services. To the extent possible, other funding sources must be utilized first except where prohibited by law or regulation. Substance Abuse Block Grant funding must, however, be the payor of last resort when providing treatment services to pregnant women, women with children, children, and individuals with Tuberculosis or HIV pursuant to 45 CFR 96.124, 127, and 128.

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

vi. Allowable SAPTBG services include: Healthcare Home/Physical Health (General and specialized outpatient medical services, Acute Primary care, General Health Screens, Tests and Immunizations, Comprehensive Care Management, Care coordination and Health Promotion, Comprehensive Transitional Care, Individual and Family Support, Referral to Community Services), Prevention and Promotion (Including Promotion, such as Screening, Brief Intervention and Referral to Treatment, Brief Motivational Interviews, Screening and Brief Intervention for Tobacco Cessation, Parent Training, Facilitated Referrals, Relapse Prevention/Wellness Recovery Support, Warm Line); Engagement Services (including Assessment, Specialized Evaluations (Psychological and Neurological), Service Planning (including crisis planning), Consumer/Family Education, Outreach); Outpatient Services (including Individual evidenced based therapies, Group therapy, Family therapy, Multi-family therapy, Consultation to Caregivers); Medication Services (including Medication management, Pharmacotherapy including MAT; Laboratory services); Community Rehabilitative Support (including Parent/Caregiver Support, Skill building (social, daily living, cognitive), Case management, Behavior management, Supported employment, Recovery housing, Therapeutic mentoring, Traditional healing services); Recovery Supports (including Peer Support, Recovery Support Coaching, Recovery Support Center Services, Supports for Self-Directed Care); and Other Habilitative Supports (including Respite; Supported Education; Transportation; Assisted living services; Recreational services; Trained behavioral health interpreters; Interactive communication technology devices); Intensive Support Services (including

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Substance abuse intensive outpatient; Partial hospital; Intensive home based services; Multi-systemic therapy; Intensive Case Management); Out of Home Residential Services (including Crisis residential/stabilization, Clinically Managed 24 Hour Care (SA), Clinically Managed Medium Intensity Care (SA), Adult Substance Abuse Residential, Adult Mental Health Residential, Youth Substance Abuse Residential Services, Children's Residential Mental Health Services, Therapeutic foster care); and Acute Intensive Services (including Mobile crisis, Peer based crisis services, Urgent care, 23 hr. observation bed, Medically Monitored Intensive Inpatient (SA), 24/7 crisis hotline services).

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

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

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

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

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

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

Account Number: 201141795720002
Routing Number: 061000104
EIN: 546001731

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

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

Eric.Billings@dbhds.virginia.gov

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

The Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to a program funded by this grant. Subrecipient's obligations to DBHDS under this Exhibit shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of any associated agreement.

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

   b. **Grant Guidelines:**

      1. No entity receiving CMHSBG funding may participate in any form of discrimination on the basis of age as defined under the Age Discrimination Act of 1975 (42 US Code § 6101), on the basis of handicap as defined under section 504 of the Rehabilitation Act of 1973 (29 US Code § 794), on the basis of sex as defined under Title IX of the Education Amendments of 1972 (20 US Code § 1681) or on the basis of race, color, or national origin as defined under Title VI of the Civil Rights Act of 1964 (42 US Code § 2000) (42 US Code § 300x-57(a)(1)).
      2. No person shall on the ground of sex, or on the ground of religion, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available under section 300x or 300x-21 of title 42 US Code (42 US Code § 300x-57(a)(2)).
      3. The Subrecipient must provide the services through appropriate, qualified community programs, which may include community mental health centers, child mental-health

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programs, psychosocial rehabilitation programs, mental health peer-support programs, and mental-health primary consumer-directed programs. Services may be provided through community mental health centers only if the centers provide: 1) Services principally to individuals residing in a defined geographic area (hereafter referred to as a "service area"); 2) Outpatient services, including specialized outpatient services for children with a Serious Emotional Disturbance (SED), the elderly, individuals with a Serious Mental Illness (SMI), and residents of the service areas of the center who have been discharged from inpatient treatment at a mental health facility; 3) 24-hour-a-day emergency care services; 4) Day treatment or other partial hospitalization services, or psychosocial rehabilitation services; 5) Screening for patients being considered for admission to state mental health facilities to determine the appropriateness of such admission; 6) Services within the limits of the capacities of the centers, to any individual residing or employed in the service area of the center regardless of ability to pay; and 7) Services that are accessible promptly, as appropriate, and in a manner which preserves human dignity and assures continuity of high quality care (42 US Code § 300x-2(c)).

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

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

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

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

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

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

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

Account Number: 201141795720002
Routing Number: 061000104
EIN: 546001731

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

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

Eric.Billings@dbhds.virginia.gov

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

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

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

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

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b. **Grant Guidelines:**
   1. All funds shall be used for the purpose of providing the following:
      a) Outreach services including the prioritization of eligible veterans.
      b) Screening and diagnostic treatment services.
      c) Habilitation and rehabilitation services.
      d) Community mental health services.
      e) Alcohol or drug treatment services.
      f) Staff training including the training of individuals who work in shelters, mental health clinics, substance abuse programs, and other organizations serving eligible individuals.
      g) Support for the training and certification of provider staff in the SSI/SSDI Outreach, Access, and Recovery (SOAR) model, designed to increase access to disability income benefits for eligible individuals who are experiencing or at risk of homelessness.
      h)
      i) Case management services including:
         i. Preparing a plan for the provision of community mental health services to the eligible homeless individual involved and reviewing such plan not less than once every three months.
         ii. Helping in obtaining and coordinating social and maintenance support services for eligible individuals, including services related to daily living activities, peer support, personal financial planning, transportation, and obtaining identification and other essential documents.
         iii. Providing recovery support services such as job training, educational services, and relevant housing services, including use of peer providers to assure that these services are successfully accessed by eligible individuals.
         iv. Helping in obtaining and coordinating income support services, housing assistance, food stamps, and supplemental social security income benefits.
         v. Providing representative payee services in accordance with section 1631(a)(2) of the Social Security Act if the eligible individuals are receiving aid under title XVI of such act and if the applicant is designated by the Secretary to provide such services.
         vi. Referring eligible individuals for such other services as may be appropriate.
         vii. Supportive and supervisory services in residential settings including shelters, group homes, recovery housing, supported apartments and other residential settings specifically serving those living with SMI or COD.
         viii. Housing services, as specified in Section 522(b)(10) of the PHS Act, as amended, including: Minor renovation, expansion, and repair of housing (as defined in the Definitions section of this Exhibit).
         ix. Planning of housing.
         x. Technical assistance in applying for housing assistance.
         xi. Improving the coordination of housing services.
         xii. Security deposits.
         xiii. The costs associated with matching eligible homeless individuals with appropriate housing situations.
         xiv. One-time rental payments to prevent eviction.
   2. All funds shall only be utilized for providing the services outlined above to individuals who:
      a) Are suffering from a serious mental illness; or
      b) Are suffering from a serious mental illness and from a substance use disorder; and
      c) Are homeless or at imminent risk of becoming homeless (42 U.S. Code § 290cc-22(a)).
   3. Funding may not be allocated to an entity that:
      a) Has a policy of excluding individuals from mental health services due to the existence or suspicion of a substance use disorder; or

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b) Has a policy of excluding individuals from substance use disorder services due to the existence or suspicion of mental illness (42 U.S. Code § 290cc-22(e)).

4. Match amounts agreed to with DBHDS may be:
   a) Cash.
   b) In-kind contributions, that are fairly evaluated, including plant, equipment, or services.
   c) Amounts provided by the federal government or services assisted or subsidized to any significant extent by the Federal Government, shall not be included in determining the amount of match (42 U.S. Code § 290cc-23(b)).
5. Subrecipient may not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S. Code § 6101 et seq.), on the basis of handicap under section 504 of the Rehabilitation Act of 1973 (29 U.S. Code § 794), on the basis of sex under Title IX of the Education Amendments of 1972 (20 U.S. Code § 1681 et seq.), or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964 (42 U.S. Code § 2000d et seq.)(42 U.S. Code § 290cc-33(a)(1)).

6. The Subrecipient shall not exclude from participation in, deny benefits to, or discriminate against any individuals that are otherwise eligible to participate in any program or activity funded from the PATH grant (42 U.S. Code § 290cc-33(a)(2)).

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

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

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

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

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

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

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Account Number: 201141795720002
Routing Number: 061000104
EIN: 546001731

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

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

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

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

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

5. <u>Screening Brief Intervention and Referral to Treatment Grant</u>

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

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

b. **<u>Grant Guidelines:</u>**
   1. Funds shall be used to fund services and practices that have a demonstrated evidence-base, and that are appropriate for the population(s) of focus. An evidence-based practice refers to approaches to prevention or treatment that are validated by some form of documented research evidence.

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

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

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

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

Any funds remaining unexpended and unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any funds distributed

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

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

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

Account Number: 201141795720002
Routing Number: 061000104
EIN: 546001731

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

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

Eric.Billings@dbhds.virginia.gov

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

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

6. **Strategic Prevention Framework – Partnerships for Success Grant**

Pursuant to the Notice of Award received by DBHDS and the Notice of Funding Opportunity Announcement (NOFO) (SP-23-003) associated with the FY 2024 Strategic Prevention Framework –

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Partnerships for Success Grant, the following are requirements of the funding distributed to the Subrecipient because of this agreement.

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

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

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

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

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

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

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   PO Box 1797
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   C/O Eric Billings

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Account Number: 201141795720002
Routing Number: 061000104
EIN: 546001731

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

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

Eric.Billings@dbhds.virginia.gov

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

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

A. Treasury Grants

1. **State and Local Fiscal Recover Fund Grant:** Pursuant to the Interim Final Rule issued by US Department of Treasury pertaining to Coronavirus State and Local Recovery Funds, SLFRF Compliance and Reporting Guidance Ver 2.1 dated November 15, 2021, and 31 CFR 35(A), the following are requirements of the funding distributed to the Subrecipient:
   - **a. Restrictions on Expenditures:** State and Local Fiscal Recovery Fund Grant funds may not be used to:
     - i Pay Funds shall not be used to make a deposit to a pension fund. Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.
     - ii Funds shall not be used towards funding debt service, legal settlements or judgments, and / or deposits to rainy day funds or financial reserves.

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b. Expenditure Guidelines:
Grant funds: Shall be used to pay for services and practices that have a demonstrated evidence-base, which are inclusive of: mental health treatment, substance misuse treatment, other behavioral health services, hotlines or warmlines, crisis intervention, overdose prevention, infectious disease prevention, and services or outreach to promote access to physical or behavioral health primary care and preventative medicine.

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

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

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

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

DBHDS

PO Box 1797

Richmond, VA 23218-1797

C/O Eric Billings

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

Account Number: 201141795720002

Routing Number: 061000104

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Name and Address of Bank:

Truist Bank

Docusign Envelope ID: ED34C1FA-312B-8A93-81AF-C6541B77EB76

214 North Tryon Street

Charlotte, NC 28202

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

Eric.Billings@dbhds.virginia.gov

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

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

VI. Charitable Choice

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

VII. List of Federal Grants

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

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AMENDMENT 4 AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT MASTER AGREEMENT - SUPPLEMENTAL DOCUMENT
Exhibit F_C: Federal Grant Compliance Requirements
Contract No. P1636.4

Assurance of Compliance

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Under the Paperwork Reduction Act of 1995, as amended, and 5 C.F.R. § 1320.5(b)(2)(i), persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this collection is 0945-0008. In lieu of completing this hard copy form and mailing it in, the Applicant may provide this assurance via the U.S. Department of Health and Human Services' Assurance of Compliance online portal at https://ocrportal.hhs.gov/ocr/aoc/instruction.jsf.

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE DISCRIMINATION ACT OF 1975, SECTION 1557 OF THE PATIENT PROTECTION AND AFFORDABLE CARE ACT, AND FEDERAL CONSCIENCE AND NONDISCRIMINATION LAWS

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the U.S. Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964, as amended (codified at 42 U.S.C. § 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin (including limited English proficiency) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of their disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Education Amendments of 1972, as amended (codified at 20 U.S.C. § 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex (including pregnancy, sexual orientation, and gender identity), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

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Assurance of Compliance

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

4. The Age Discrimination Act of 1975, as amended (codified at 42 U.S.C. § 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services(45 CFR Part 92), to the end that, in accordance with Section 1557 and the Regulation, no person in the United States shall, on the ground of race, color, national origin (including limited English proficiency), age, disability, or sex (including pregnancy, sexual orientation, and gender identity) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any health program or activity for which the Applicant receives Federal financial assistance from the Department.

As applicable, the Church Amendments, as amended (codified at 42 U.S.C. § 300a-7), the Coats-Snowe Amendment (codified at 42 U.S.C. § 238n), the Weldon Amendment (e.g., Consolidated Appropriations Act, 2022, Pub. L. No. 117-103, Div. H, Title V § 507(d), 136 Stat 49, 496 (Mar. 15, 2022)) as extended by the Continuing Appropriations and Ukraine Supplemental Appropriations Act, 2023, Pub. L. No. 117-180, Div. A, § 101(8) (Sep. 30, 2022); , Section1553 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18113), and Section1303(b)(4) of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18023(b)(4)), and45 C.F.R. Part 88, to the extent that the rights of conscience are protected and associated discrimination and coercion are prohibited, in any program or activity for which the Applicant receives Federal financial assistance .Consistent with applicable court orders, the version of Part 88 in effect as of [October 20, 2022] is found at 76 Fed. Reg. 9968-9977 (Feb. 23, 2011).

The Applicant agrees that compliance with this assurance constitutes a material condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant, its successors, transferees, and assignees for the period during which such assistance is provided.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

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AMENDMENT 4
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT MASTER AGREEMENT
SUPPLEMENTAL DOCUMENT
Exhibit G: Community Services Boards Master Programs Services Requirements
Contract No. P1636.4

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

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

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

Billing And Payment Terms and Conditions
CSB shall comply with Section 9 of the performance contract.

Indirect Cost Rate
CSB shall comply with the most current version of the DBHDS State and Federal Indirect Cost Rate Policy unless otherwise contractually negotiated.

Regional Program Procedures
CSB shall comply with the Regional Program Procedures unless otherwise contractually negotiated.

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

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

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

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

Monitoring, Review, and Audit
The Department may monitor and review the use of the funds, performance of the Program or Service, and compliance with this agreement, which may include onsite visits to assess the CSB's governance, management and operations, and review relevant financial and other records and materials. In addition, the Department may conduct audits, including onsite audits, at any time during the term of this agreement with advance notification

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to the CSB.

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

Other Terms and Conditions
This exhibit may be amended pursuant to Section 5 of the performance contract.

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

10.0 Children's Mental Health Block Grant

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

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

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

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

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

10.1. Assertive Community Treatment (ACT) Program Services

Scope of Services and Deliverables
Assertive Community Treatment (ACT) provides long term needed treatment, rehabilitation, and support services to identified individuals with severe and persistent mental illness especially those who

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have severe symptoms that are not effectively remedied by available treatments or who because of reasons related to their mental illness resist or avoid involvement with mental health services in the community. ACT services are offered to outpatients outside of clinic, hospital, or program office settings for individuals who are best served in the community.

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

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

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

1. The CSB shall design and implement its ACT program in accordance with requirements in the Department's Licensing Regulations for ACT in *12 VAC 35-105-1360 through 1410*, *Department of Medical Assistance Services Regulations and Provider Manual Appendix E*, and in accordance with best practice as outlined in the Tool Measurement of Assertive Community Treatment (TMACT). The final ratings of a TMACT review are used to set the reimbursement rate with DMAS.
2. The CSB shall reserve any restricted state mental health funds earmarked for ACT that remain unspent only for ACT program services unless otherwise authorized by the Department in writing.
3. The CSB shall prioritize admission to ACT for adults with serious mental illnesses who are currently residing in state hospitals, have histories of frequent use of state or local psychiatric inpatient services, or are homeless.
4. The CSB shall participate in ACT fidelity monitoring (TMACT review) every 12-18 months and assist Department staff as requested with any case-level utilization review activities,

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making records of individuals receiving ACT services available and providing access to individuals receiving ACT services for interviews.

5. The CSB shall follow the Tool for Measurement of ACT (TMACT) review process.
6. CSB ACT staff shall participate in ACT network meetings with other ACT teams as requested by the Department.
7. New ACT programs shall obtain and provide documentation of individual team-level training and technical assistance at least quarterly for the first two years of operation from recognized experts approved by the Department.
8. Each new ACT team staff shall successfully complete an introductory ACT 101 training. The Department recommends the University of North Carolina's Institute for Best Practices (or an equivalent training as approved by DBHDS) within the first 120 calendar days of the team member's date of hire.
9. For each year of employment thereafter, each ACT team member (excluding the program assistant) shall receive an additional three hours of training in an area that is fitting with their area of expertise and role within the team. This additional training may be in the form of locally provided training, online workshops, or regional or national conferences. The CSB shall maintain documentation of completed training activities.

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

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

C. Reporting Requirements: The CSB and the DBHDS will work in collaboration to provide a standardized mechanism for ACT teams to track
outcomes, which can then guide their own performance initiatives. Pregnant Women and Women with Dependent Children Services'

10.2. Pregnant Women and Women with Dependent Children (PPW) - Substance Use Prevention, Treatment, and Recovery Block (SUPTR)

Scopes and Deliverable Services

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

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A. The CSB Responsibilities

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

B. The Department Responsibilities

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

10.3 Project Link Program

Scope of Services and Deliverables

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

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

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

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financial reports bi-annually.

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

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

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

1st Report Reporting period: October 1 - March 31st	April 30th (Service Delivery and Outcomes at Discharge Report)
2nd Report Reporting Period April 1 -September 30th	October 30th (Annual Service Delivery and Outcomes Discharge Report; Narrative Report; Project LINK Budget)

10.4. State Opioid Response Program Services (SOR)

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

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

1. Adverse Childhood Experiences (ACEs) Project

Scope of Services and Deliverables

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

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

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

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

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

2. SOR Prevention Program - Prevention Mini Wellness Grants

Scope of Services and Deliverables

A portion of SOR Prevention funds were approved for the Prevention Mini Wellness Grant Prevention Mini Wellness Grants provide CSB an award of funds to perform equity-oriented activities and programing throughout their agency and community. Funds can be used in innovative ways to meet the professional development and community needs of the populations being served. Grants recognize that minority communities may require interventions tailored to their unique needs. Grants should explicitly work to address the needs of marginalized populations.

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

1. The CSB shall use the SOR Prevention grant funds for Prevention Mini Wellness Grants to fund strategies that have a demonstrated evidence-base and are appropriate for the population(s) of focus.
2. The CSB shall work collaboratively with DBHDS and the Human Services Program Consultant, to complete all approved objectives from the application. This collaboration includes participating in a mid-grant check-in, completing a final grant report.

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

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

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3. SOR - Treatment and Recovery Services

Scope of Services and Deliverables

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

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

1. The CSB shall comply with the Department's approved budget plan for services.
2. The CSB may employ SA MAT treatment personnel and recovery personnel
3. The CSB may provide treatment and recovery services to include drug/medical supplies, drug screens, lab work, medical services, residential treatment, childcare services, client transportation, contingency management, recruitment services and treatment materials, employment resources, recovery wellness planning resources, overdose prevention and response materials, and temporary recovery housing.
4. The CSB shall collect SAMSHA Unified Performance Reporting Tool (SUPRT) data for each person receiving services at intake, discharge, and 6-month time points. This data must be submitted to OMNI Institute within five business days of survey completion.
5. All the SUPRT must be submitted to Omni Institute within five (5) business days of survey completion.
6. CSB receiving treatment or recovery funding under the SOR grant must complete a treatment or recovery Quarterly Survey every quarter of the grant.
7. The Quarterly Survey must be submitted to OMNI Institute within two weeks of request by Omni Institute.

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

1. The Department shall be responsible for submitting required reporting to SAMHSA in accordance with the SOR Notice of Award.
2. The Department shall conduct physical and/or virtual site visits or program audit on a bi-annual basis, or more frequently, if necessary. Each site visit will be documented in a written report submitted to the Director of Addiction Recovery and Wellness Supports .
3. The SOR team will provide quarterly reports to CSB.

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

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

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

10.5. Regional Suicide Prevention Initiative

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

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

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.
1. The CSB shall provide an action plan that includes (but not limited to) the following strategies and activities:
   a. mental health wellness and suicide prevention trainings based on community need and capacity to provide.
   b. activities for September Suicide Prevention Awareness Month and May Mental Health Awareness Month.
   c. identification of anticipated measurable outcomes.
   d. a logic model; and
   e. a budget and budget narrative.
2. These funds shall be used only for the implementation of the Regional Suicide Prevention Initiative described in the Regional Suicide Prevention plan (and or supplement plan) approved by the Department.
3. Any restricted state funds that remain unexpended or unencumbered at the end of the fiscal year may be carried over to the following year to be used only for Regional Suicide Prevention Initiative expenses authorized by the Department in consultation with the participating regional CSB.
4. Any federal funds that remain unexpended or unencumbered by the end of the Performance Period the CSB must contact the Department at least 30 days prior to the end of the Performance Period to discuss permissible purposes to expend or encumber those funds.

B. The Department Responsibilities: The Department agrees to comply with the following requirement.
1. The Department shall monitor Regional Suicide Prevention Initiative program implementation progress through a semi-annual report and annual report submitted by the Regional Suicide

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Prevention Initiative Lead CSB, other data gathering and analysis, periodic visits to the region to meet with Regional Suicide Prevention Initiative partners, and other written and oral communications with Regional Suicide Prevention Initiative team members.

2. The Department may adjust the CSB's allocation of continued state funds for the Regional Suicide Prevention Initiative based on the CSB's compliance with its responsibilities, including the requirements for maximizing resources from other sources.
3. The Department will provide guidelines for the annual plan and a template for the semi-annual and annual report for the CSB to use.

C. Reporting Requirements:

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

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

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

Scope of Services and Deliverables

This allocation provides supplemental funding to support additional allowable uses of Substance Use Prevention, Treatment and Recovery Services (SUPTRS) Block Grant funding. This funding source is designated to plan, implement, and evaluate activities that prevent or treat substance use disorder. The priorities for the use of these funds include: the funding of substance use disorder treatment and support services for the uninsured or for whom coverage is terminated for short periods of time; the treatment and support services that demonstrate success in improving outcomes and/or supporting recovery that are not covered by Medicaid, Medicare, or private insurance; primary prevention by providing universal, selective, and indicated prevention activities; prevention services for persons not identified as needing treatment; and the collection of performance and outcome data to determine the ongoing effectiveness of behavioral health promotion, treatment, and recovery support services. SUPTRS funds are to be the funds of last resort: Medicaid and private insurance, if available, must be used first. Target and priority populations are pregnant and parenting women, and intravenous (IV) drug users, to include those in need of interim services.

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

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

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

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

1. The CSB shall prioritize SUPTRS priority populations including the uninsured, pregnant women and

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women with dependent children, and people who inject drugs

2. The CSB shall follow all other federal requirements pursuant to Exhibit F.

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

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

Scope of Services and Deliverables

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

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

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

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

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

1. General Capacity Requirements

Each CSB shall work collaboratively with the DBHDS Community BH Division team and the OMNI Institute technical assistance team to fulfill requirements of the grant. This collaboration includes responding to information requests in a timely fashion, entering data in the Performance Based Prevention System (PBPS), submitting reports by established deadlines.

a. Each CSB must complete an evaluation plan, in collaboration with the OMNI Institute technical assistance team, which is revised and approved annually and includes:
   i. A logic model which includes all the required priority strategies all CSBs must implement and any discretionary strategies the CSB has elected to implement.
   ii. A measurement plan documenting how all required metrics will be tracked and reported.

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b. All prevention programs, practices, and strategies must be evidence-based or evidence-informed and approved by the DBHDS Community BH Division team. Only strategies that align with the state-identified priorities and/or the CSB's logic model outcomes will be approved.
c. Each CSB must maintain a license(s) for the Performance-Based Prevention System (PBPS) and record all implemented strategies in the PBPS. The resources to support this have been added to the CSB base allocation.
d. Each CSB must maintain a minimum of 1 FTE Prevention Lead position. This position leads and ensures compliance and implementation of all Prevention priority strategies.
e. Prevention funding should be used for prevention staff to attend at least one national prevention-related conference per year. Any national conferences outside of the NPN Prevention Research Conference, NATCON, CADCA National or Mid-Year Conferences must have prior DBHDS approval. Each CSB receives $3000 in their base allocation to help support this capacity building effort.
f. Submit an annual budget for SUPTR Prevention Set Aside utilizing DBHDS' template.
g. CSBs must enter all report data into PBPS by the 15th of the month for the month prior.

2. Counter Tools

a. The CSB shall conduct store audits of and merchant education with 100 percent of tobacco/nicotine retailers in its service area over a two-year period. Any retailer to be found in violation in the previous year is to be given priority for merchant education.
b. The CSB also must maintain and update a list of tobacco/nicotine retailers in its catchment area over the two-year period.
c. Data must be entered into the Counter Tools and PBPS systems.
d. The CSB base allocation includes $10,000 for these strategies.
e. Tobacco education programs for youth with the goal of reducing prevalence of use are not to be identified as SYNAR activities.

3. ACEs Trainings

a. All CSBs should ensure there are at least 1ACE Interface presenter or Master Trainer either on staff or available to them through their community partners.
b. All CSBs must conduct at least 6 ACEs trainings annually that focus on either/or the implications of early childhood adversity, resilience, or healing centered relationships. These can all be reported as ACEs trainings.
c. All ACEs training data (including number of trainings held and number of people trained) must be reported in PBPS.
d. CSBs which are designated as Self-Healing Communities and are receiving additional funding to address ACEs must complete all items noted above and the following:
    i. Submit a quarterly narrative report on all ACEs strategies and measures.
    ii. Engage in a local Trauma-Informed Community Network (TICN) or other trauma-centered coalition

4. Community Coalition Development

a. The CSB shall support or lead at least one community coalition and be involved in a minimum of 6-10 coalition meetings a year.
b. The CSB should maintain membership in CADCA and/or CCoVA each year.
c. The CSB and its associated coalition should ensure youth engagement in the coalition either as a sub-group of the coalition or a separate youth coalition.
d. The CSB should maintain a social media presence to publicize prevention/coalition activities and messaging (Facebook page, Instagram, website, etc.) Websites should be updated monthly at a minimum and social media bi-weekly to ensure information and

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resources remain relevant and engages the community.

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

5. Mental Health First Aid

a. Each CSB must have at least one staff trained to deliver MHFA courses.
b. Each CSB trained MHFA trainer must provide a minimum of 3 Youth and/or Adult MHFA trainings annually to the population catchment area to maintain certification. (Example: Two CSB trained staff can co-facilitate and provide 3 trainings per year.) Residents of other catchment areas may attend, but the primary target audience needs to be the CSB's catchment area.
c. Ensure a minimum of 45 community participants are trained annually in MHFA (across all trainers at the CSB; no minimum number per trainer.
d. If a CSB receives more than 3 requests for MHFA training, they may use RSPI funds to contract with another provider if they are unable to fulfill this community need due to staff capacity. CSBs are still responsible for capturing evaluation data from these trainings and entering them in the data system. An MOU must be established with the subcontractor that indicates the CSB be allowed to capture the data from the training, including number participants and, when appropriate, evaluation forms.

6. Suicide Prevention

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

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g. CSBs will assist community members who are seeking suicide prevention training with accessing training. CSBs will take lead on coordinating a training for groups interested in suicide prevention training within their catchment.

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

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

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

10.8. Adult Mental Health Block Grant

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

A. CSB Responsibilities:

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

B. Department Responsibilities:

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

State Funded Program Services

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

11.0. Auxiliary Grant in Supportive Housing Program (AGSH)

Scope of Services and Deliverables

Section 37.2-421.1 of the Code of Virginia provides that DBHDS may enter into an agreement for

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

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

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

B. The Department Responsibilities:

1. DBHDS or its designee shall conduct annual inspections to determine whether the provider is following the requirements of this agreement. DBHDS will provide 30 days written notice for routine annual inspections. DBHDS may also conduct inspections at any time without notice.
2. DBHDS will work with the Provider to develop and implement AGSH data reporting requirements including data elements, formats, timelines and reporting deadlines.

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3. Pursuant to §37.2-421.1 Section C., DBHDS may revoke this agreement if it determines that the provider has violated the terms of the agreement or any federal or state law or regulation.

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

11.1. Children's Mental Health Initiative (MHI)

Funds Scope of Services and Deliverables

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

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

1. MHI funds must be used exclusively to serve currently unserved children and adolescents or provide additional services to underserved children and adolescents with serious emotional disturbances, at risk for serious emotional disturbance, and/or with co-occurring disorders with priority placed on those children who, absent services, are at-risk for removal from the home due to placement by a local department of social services, admission to a congregate care facility or acute care psychiatric hospital or crisis stabilization facility, commitment to the Department of Juvenile Justice, or parental custody relinquishment. These funds shall be used exclusively for children and adolescents, not mandated for services under the Children's Services Act. Underserved refers to populations which are disadvantaged because of their ability to pay, ability to access care, or other disparities for reasons of race, religion, language group, sexual orientation or social status.
2. Children and adolescents must be under 18 years of age at the time services are initiated. MHI funds can be used to bridge the gap between the child and adolescent and adult service
systems, if the service was initiated before the adolescent's 18th birthday. Services used to bridge the gap can only be used for up to one (1) year. MHI funds cannot be used to initiate new services once an adolescent turns 18 years of age.
3. MHI funds must be used to purchase services which will be used to keep the child or adolescent in the least restrictive environment and living in the community.
4. CSBs may use MHI funds to support personnel used to provide services to children and families. Each service provided shall be linked to an individualized service plan for an individual child and submit the required program and financial data reports in the format established by the Department.
5. MHI funds should not be used when another payer source is available.

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6. Services must be based on the individual needs of the child or adolescent and must be included in an individualized services plan. Services must be child-centered, family focused, and community-based. The participation of families is integral in the planning of these services.
7. CSBs must develop policies and procedures for accessing MHI funds for appropriate children and adolescents
8. The CSBs shall develop a Mental Health Initiative funding plan in collaboration with the local Family and Assessment Planning Teams and/or Community Policy and Management Team. The funding plan shall be approved by the Community Policy and Management Teams of the localities. The CSB should seek input and guidance in the formulation of the protocol from other FAPT and CPMT member agencies. A copy of the plan shall be kept on file at the CSB.

    a. The MHI Fund Protocol shall at minimum:
        i. Clearly articulate the target population to be served within the serious emotional disturbance, at risk for serious emotional disturbance, and/or with co-occurring disorders, non-CSA mandated population.
        ii. Establish defined protocols and procedures for accessing services, ensuring that all key stakeholder agencies have a method to link into services.
        iii. Clearly articulate the kinds or types of services to be provided; and
        iv. Provide for a mechanism for regular review and reporting of MHI expenditures.
        v. Includes effective date and reviewed or updated dates as appropriate.
        vi. Includes acknowledgment that the protocol has been approved by the Community Policy and Management Teams.
    b. Types of services that these funds may be used for include but are not limited to: crisis intervention and stabilization, outpatient, intensive in-home, intensive care coordination, case management, Family Support Partners, evidence-based practices, therapeutic day treatment, alternative day support (including specialized after school and summer camp, behavior aide, or other wrap-around services), and, supervised family support services.
    c. All expenditures shall be linked to an individualized service plan for an individual child. Expenditures may be for something that is needed by more than one child, providing it can be linked to the individualized service plan of each child.
    d. CSBs may use MHI funds to support personnel used to provide services to children and families. For example, the funds may be used to create a position dedicated to serving the non-CSA mandated population of children in the community; however, as stated above, each service provided should be linked to an individualized service plan for an individual child.
    e. MHI funds may not be used for residential care services, partial or full hospitalizations, or for CSA sum sufficient populations. MHI funding may not be used to purchase vehicles, furniture, computers, or to provide training.
9. The CSB may carry-forward a balance in the MHI fund during the biennium in which the funds were distributed.

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B. The Department Responsibilities: The Department shall establish a mechanism for regular review and reporting of MHI Fund expenditures including monitoring unspent balances.

C. Reporting Requirements:
All services shall be linked to an individualized service plan for an individual child in accordance with applicable business rules and HL7 interface specifications, including the use of the MHI Client Transaction Type. Expenditures may be for something that is needed by more than one child, providing it can be linked to the individualized service plan of each child.

1. The CSB shall submit the required program and financial data reports in the format established by the Department.
2. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow for compliance.

11.2. Permanent Supportive Housing (PSH)

Scope of Services and Deliverables

A. The CSB Responsibilities: If the CSB receives state mental health funds for PSH for adults with serious mental illness and/or pregnant or parenting women with substance use disorder, it shall fulfill these requirements:

1. Comply with requirements in the Virginia Department of Behavioral Health and Developmental Services Permanent Supportive Housing Program Operating Manual and any subsequent additions or revisions to the requirements agreed to by the participating parties. If the implementation of the program is not meeting its projected implementation schedule, the CSB shall provide a written explanation to and seek technical assistance from the Office of Community Housing in the Department.
2. Ensure that individuals receiving PSH have access to an array of clinical and rehabilitative services and supports based on the individual's choice, needs, and preferences and that these services and supports are closely coordinated with the housing-related resources and services funded through the PSH initiative.
3. Assist Department staff as requested with any case-level utilization review activities, making records of individuals receiving PSH available and providing access to individuals receiving PSH for interviews.
4. Comply with requirements related to the implementation of the Virginia Low-Income Housing Tax Credit (LIHTC) Qualified Allocation Plan First Leasing Preference.
5. Reserve any current restricted state mental health funds for PSH that remain unspent at the end of the fiscal year to be used only for PSH activities in subsequent fiscal years as authorized by the Department.
6. Participate in PSH training and technical assistance in coordination with the Community Housing and any designated training and technical assistance providers.
7. Ensure twelve-month housing stability of PSH tenants of no less than 85%

B. Reporting Requirements: Track and report the expenditure of restricted state mental health PSH funds separately in the implementation status reports required in subsection f below. Based on these reports, the Department may adjust the amount of state funds on a quarterly basis up to the amount of the total allocation to the CSB. The CSB shall include applicable information about individuals receiving PSH services and the services they receive.

1. CSB shall submit data about individuals following guidance provided by the Office of Community Housing
2. The CSB shall submit the required program and financial data reports in the format established by the Department.
3. The Department shall provide the data collection and reporting database, submission due

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dates, and reporting protocols to the CSB in sufficient time to allow for compliance and in accordance with Section 6 of this Exhibit.

11.3. Forensic Services

Scope Services and Deliverables

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

1. The CSB shall designate appropriate staff to the roles of Forensic Admissions Coordinator, Adult Outpatient Restoration Coordinator, and NGRI Coordinator to collaborate with the local courts, the forensic staff of state facilities, and the Department. The CSB shall notify the Department's Office of Forensic Services of the name, title, and contact information of these designees and shall inform the Director of any changes in these designations. The CSB shall ensure that designated staff completes all recommended training identified by the Department.
2. The Code of Virginia requires that court-ordered forensic evaluations of competency to stand trial and mental state at the time of the offense, and restoration treatment be performed on an outpatient basis unless the results of an outpatient evaluation indicate that hospitalization is necessary or if the defendant is already in DBHDS custody under certain legal statuses. The CSB shall consult with their local courts and the Forensic Coordinator at the designated DBHDS hospital as needed in placement decisions for individuals with a forensic status, based upon evaluation of the individual's clinical condition, age, need for a maximum security, and other relevant factors.
3. Adult forensic evaluations should be completed by forensic evaluators with the requisite training and education as required by the Code and the Department. Evaluations of competency to stand trial (§ 19.2-169.1) and mental state at the time of the offense (§§ 19.2-168.1, 19.2-169.5) must be completed by an evaluator who is currently on the List of Qualified Evaluators maintained by the Department. Only if the CSB employs qualified forensic evaluators will it be eligible to perform forensic evaluations ordered by local courts. To the greatest extent possible, the CSB will assist the courts in identifying qualified forensic evaluators to perform adult outpatient forensic evaluations, if such assistance is requested by the courts.
4. Upon receipt of a court order pursuant to § 16.1-356 of the Code of Virginia, the CSB shall provide or arrange for the provision of a juvenile competency evaluation by a qualified forensic evaluator.
5. Upon receipt of a court order pursuant to § 16.1-357, the CSB shall submit the court order to the DBHDS Juvenile Justice Program Supervisor. The Supervisor will determine if the restoration will be provided by DBHDS Juvenile Justice Program or the CSB.
6. Upon receipt of a court order for the provision of adult outpatient competency restoration services pursuant to § 19.2-169.2 of the Code of Virginia, the CSB shall provide or arrange for the provision of services to restore the individual to competency to stand trial. These services shall be delivered in the community where the individual is currently located, or in a local or regional jail, juvenile detention center (when a juvenile is being tried as an adult), Department of Corrections facility, or in another location suitable for the delivery of the restoration services when determined to be appropriate. These services may include treatment and restoration services, case management, assessment services, the provision of medications and medication management services, and other services that may be needed by the individual in order to restore them to competency and to prevent their admission to a state hospital.
7. Upon written notification from a DBHDS facility that an individual has been hospitalized

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pursuant to § 19.2-169.1 (competency evaluation), § 19.2-169.2 (competency restoration), § 19.2-169.3 (unrestorable incompetent), § 19.2-169.5 & 168.1 (mental status at the time of the offense evaluation), or § 19.2-169.6 (emergency treatment from jail), the CSB shall provide discharge planning in accordance with the provisions of the C*ollaborative Discharge Requirements for Community Services Boards and State Hospitals: Adult & Geriatric*.

8. The CSB shall provide follow-up care and discharge planning coordination to patients returning from a state facility to local or regional jails or juvenile detention centers. The CSB shall work with jail mental health and correctional staff to assist with reentry planning from the jail back to the community.
9. The CSB shall provide discharge planning for persons found not guilty by reason of insanity who are being treated in DBHDS facilities pursuant to § 19.2-182.2 through § 19.2 -182.7, and § 19.2-182.11 of the Code of Virginia, and in accordance with the Department's NGRI Manual: Guidelines for Management of Individuals Acquitted Not Guilty by Reason of Insanity (February 2023) and the provisions of the C*ollaborative Discharge Requirements for Community Services Boards and State Hospitals: Adult & Geriatric.*
10. Upon written notification from DBHDS that an individual found Not Guilty by Reason of Insanity has been placed onto outpatient temporary custody status pursuant to § 19.2-182.2, the CSB shall initiate contact with the individual as soon as possible for the purpose of making referrals to CSB services and other providers as needed, as well as to assess and provide feedback to the Department on the individual's progress. The CSB will provide NGRI coordination and supervision while the individual completes the outpatient temporary custody evaluation process and will work jointly with the Department to develop conditional or unconditional release plans as required by Code.
11. The CSB will review and sign an NGRI acquitter's Risk Management Plan for Escorted Community, Unescorted Community, Conditional Release, and Unconditional Release in accordance with the timelines outlined in the Department's NGRI Manual: Guidelines for Management of Individuals Acquitted Not Guilty by Reason of Insanity (February 2023) and the Collaborative Discharge Requirements for Community Services Boards and State Hospitals: Adult & Geriatric.
12. The CSB will implement and monitor compliance with court-ordered Conditional Release Plans (CRPs) for persons found Not Guilty by Reason of Insanity and released with conditions pursuant to § 19.2-182.2 through § 19.2 -182.7, and § 19.2-182.11 of the Code of Virginia. The CSB is responsible for providing the Office of Forensic Services copies of any written correspondence and court orders issued for NGRI acquitters in the community.

B. Reporting Requirements

Not Guilty by Reason of Insanity (NGRI):

1. The CSB shall supply information to the Office of Forensic Services for individuals adjudicated not guilty by reason of insanity (NGRI), as required under § 37.2-508 or § 37.2-608 of the Code and as permitted under 45 CFR §§ 164.506 (c) (1) and (3), 164.512 (d), and 164.512 (k) (6) (ii).
2. The CSB shall submit written reports to the court for individuals adjudicated Not Guilty by Reason of Insanity (NGRI), documenting the person's progress and adjustment in the community. Pursuant to § 19.2-182.7 these reports shall be submitted no less frequently than

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every six months from the date of release and are required for the duration of conditional release. The CSB shall also provide to the Department's Office of Forensic Services written monthly reports on the person's progress and adjustment in the community for their first 12 continuous months in the community following discharge to conditional release.

11.4 Adult Competency to Stand Trial Restoration (MH Adult Outpatient Competency Restoration Services)

Scope of Service and Deliverables

The CSB shall coordinate the provision of Adult Outpatient Competency Restoration and Outcome Evaluation Services to any individual so ordered who is currently residing in their service area or who is in custody in a local or regional jail or state correctional facility within the boundaries of their service area.

A. The CSB Responsibilities:

1. Upon receipt of a court order for Adult Outpatient Competency Restoration services pursuant to Virginia Code §19.2-169.2, the CSB shall provide Adult Outpatient Restoration Services, including initial restoration assessment, restoration services, and restoration case management services as defined in the DBHDS Definitions for Adult Outpatient Restoration Services.
2. As soon as possible following receipt of the court order, the CSB shall determine the location of the defendant and outreach the court or attorneys to gather all necessary collateral documentation (such as the initial competency evaluation, prior treatment records, charging documents or warrants, police reports or other collateral information specific to the criminal charges). If the defendant is not presently residing in the CSB's catchment area, the CSB is responsible for ensuring that the court amends the order and appoints the appropriate CSB based on the defendant's location.
3. At the conclusion of restoration services, the CSB shall arrange for an outcome competency to stand trial evaluation by a licensed clinical psychologist or psychiatrist who has the requisite forensic training and experience prescribed by the Code of Virginia.
4. The CSB shall transmit a cover letter issued from the CSB to the court and attorneys at the conclusion of restoration services, outlining the findings of the outcome evaluator and including a copy of the outcome evaluation if it was coordinated by the CSB.
5. The CSB shall provide the DBHDS Office of Forensic Services electronic copies of the court order, outcome evaluation, and CSB cover letter to the court, along with the DBHDS Adult Outpatient Competency Restoration Services Report within 60 days of the conclusion of services.
6. Upon receiving confirmation from the Office of Forensic Services that all of the required documentation is complete, the CSB shall submit its claim for payment using the Departments grants management system and claims reimbursement process.
7. The CSB shall use the Departments grants management system support mailbox webgrants@dbhds.virginia.gov for any WebGrants technical assistance and training as needed.

B. The Department Responsibilities:

1. The Department shall provide technical assistance and case consultation upon request to the CSB related to Adult Outpatient Competency Restoration cases.
2. The Department shall notify the CSB when available funding has been exhausted.
3. The Department shall provide WebGrants training and technical assistance as needed to the CSBs.
4. The Department shall ensure timely review and approval of CSB reimbursement claims pursuant to the claim's reimbursement process.

C. Payment Terms:

1. The Department shall provide the CSB payment for the provision of Adult Outpatient

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Restoration Services, including restoration assessment, restoration services, and restoration case management, as defined in the DBHDS Definitions for Adult Outpatient Restoration Services, Revised 1/24/2025.

2. The Department shall disperse payment to the CSB for outcome competency evaluations coordinated and paid for by the CSB at the conclusion of restoration services. The Department will issue payments according to the DBHDS Adult Outpatient Competency Restoration Payment Guidelines, Revised 1/24/2025.
3. Funds will be paid out to the CSB on a reimbursement basis only through WebGrants. The CSB will submit invoices for reimbursement based on actual services provided during the period of performance. Payment is contingent on the availability of funds.
4. The Department may, at its reasonable discretion, modify payment dates or amounts, or terminate this agreement and provide advance notification of any such changes in writing and work collaboratively with CSB/BHA when possible, regarding any changes to this Agreement.
5. The CSB shall ensure that all reimbursement requests are supported by actual expenses that further the Adult Outpatient Competency Restoration program. The CSB shall be reimbursed up to the approved amount for these costs. The CSB shall maintain records of these expenses in the event of future audits.

11.5. Gambling Prevention

Scope of Service and Deliverables

The Problem Gambling Treatment and Support Fund (9039) via the Community BH Division, Problem Gambling Prevention Program intends to prevent and minimize harm from the expansion of legalized gambling by implementing the Strategic (SPF) planning model. CSB's will continue to utilize data collected and research to identify and implement strategies to prevent problem gambling. Making data driven decisions to determine and revise priorities and select evidence-based strategies based upon the priorities identified.

To increase capacity to address problem gambling prevention the Department also provides funding for CSB level problem gambling prevention data collection, capacity building, and strategy implementation.

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

1. The CSB shall provide a proposed budget.
2. These funds shall be used only for the implementation of the Problem Gambling Prevention Services described herein. Funding may be used to hire or maintain staff working on problem gambling prevention (PGP), provide stipends, travel related to PGP services, incentives for data collection, promotion/awareness items, and membership and attendance to organizations whose mission includes the mitigation of gambling problems.
3. Participate in surveys by coordinating collection of data for your CSB catchment area on gambling and gaming behaviors.
4. Each CSB that receives problem gambling prevention funding will participate in conducting the Young Adult Survey, a PG Community Readiness Assessment, and Environmental Scan, and will ensure a minimum of two (2) different strategies to prevent problem gambling will be included in your CSB logic model. Those CSB's receiving enough funding to pay for at least a half time staff will need to implement at least 3 strategies. This may include:
    a. Information dissemination.
    b. Education.

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c. Alternative strategies.
d. Environmental
e. Community-Based Process; and/or
f. Problem Identification and Referral

5. The CSB shall continue to build capacity in their CSB by assigning at least one person to oversee the problem gambling prevention work and share information about problem gambling with their communities. This includes attending and participating in all DBHDS Community BH Division sponsored problem gambling trainings and webinars
6. The CSB may either hire or maintain a current part time staff person, add hours on to a current part time position in the organization, or adjust a current employee's workload to allow for time to lead and ensure compliance and implementation of all problem gambling prevention activities.
7. Any restricted state Problem Gambling Treatment and Support funds that remain unexpended or unencumbered at the end of the fiscal year may be carried over to the following year to be used only for Problem Gambling Prevention strategy expenses authorized by the Department.
8. If you have a casino or racino in your catchment area, continue to build relationships with those businesses and coordinate prevention and responsible gambling services for those facilities.

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

1. The Department shall monitor Problem Gambling Prevention Services program implementation progress through a quarterly report submitted by the CSB Problem Gambling Prevention Services Lead, other data gathering and analysis, periodic on-site or virtual visits to meet with the CSB Problem Gambling Prevention Services staff, and other written and oral communications with CSB Problem Gambling Prevention Services team members.
2. The Department may adjust the CSB's allocation of continued state funds for the Problem Gambling Prevention Services based on the CSB's compliance with its responsibilities, including the requirements for maximizing resources from other sources
3. The Department will respond to inquiries in a timely fashion, fulfill requests for training and share regular updates regarding the grant.
4. Every effort will be made to provide reporting forms at least two weeks prior to report deadlines by DBHDS and in accordance with Section 6 of this Exhibit.
5. The Department will provide a template for the plan and quarterly report for the CSB to use.

C. Reporting Requirements: The CSB shall track and account for its state Problem Gambling Treatment and Support Fund as restricted problem gambling prevention State funds, reporting expenditures of those funds separately in its quarterly reports.

Submit a quarterly report on problem gambling prevention activities to the DBHDS Problem Gambling Prevention Coordinator (due by the 15th of October, January, April, and July and in accordance with Section 6 of this Exhibit.

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11.6. Mental Health Services in Juvenile Detention Centers

Scope of Services and Deliverables

The Mental Health in Juvenile Detention Fund was established to create a dedicated source of funding for mental health services for youth detained in juvenile detention centers.

A CSB's primary role in a juvenile detention center is providing short-term mental health and substance use disorder services to youth detained in the center with mental illnesses or mental illnesses and co-occurring substance use disorders. As part of this role, a CSB also consults with juvenile detention center staff on the needs and treatment of youth. This may include case consultation with detention center staff. Since the youth have been court ordered to the center, they are under the jurisdiction of the center for care. A CSB provides consultation and behavioral health services in support of the centers care of youth and should establish and maintain positive, open, and professional communication with center staff in the interest of providing the best care to the youth.

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

1. The CSB shall provide mental health and substance use services to youth detained in the juvenile detention center, this may include youth who are pre-adjudicated, youth who are post-adjudicated, youth who are post-dispositional, and youth who are in a community placement program. Since most youth have short lengths of stay, clinical services in juvenile detention should be designed to provide short term mental health and substance use services. At times, a youth may have a long length of stay and the CSB should be prepared to provide services as needed. Below are examples of core services a CSB typically provides with this funding to most of the youth it serves in juvenile detention centers:
    a. Case management,
    b. Consumer Monitoring,
    c. Assessment and Evaluation,
    d. Crisis Services
    e. Medical Services, or
    f. Individual or group therapy when appropriate (coded as outpatient services)
2. The CSB shall provide discharge planning for community-based services for youth with identified behavioral health and/or substance use issues who return to the community.
3. The CSB shall document provided mental health and substance use services while a youth is in detention in the CSBs electronic health record (EHR).
4. The CSB shall have a Memorandum of Understanding (MOU), a Memorandum of Agreement (MOA), or contract with the juvenile detention center in which the CSB provides services. The MOU, MOA, or contract shall outline the roles and responsibilities of each entity, outline a plan for continued services if there is a vacancy, a dispute resolution process as well as outline a plan for regular communication between the CSB and Juvenile Detention Center. MOU/MOA and contracts shall be reviewed bi-annually.
5. The CSB shall notify the Office of Child and Family Services of any significant staffing changes or vacancies that cannot be filled within 90 days.

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

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The Department shall establish a mechanism for regular review of reporting Mental Health in Juvenile Detention fund expenditures, data, and MOUs/MOAs or contracts to include a process by the Office of Child and Family Services.

C. Reporting Requirements:

1. The CSB shall account for and report the receipt and expenditure of these restricted funds separately.
2. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in compliance with Section 6 of this Exhibit.
3. The CSB biennially, shall provide a copy of a signed MOU/MOA or contract to the Department.

11.7 State Regional Discharge Assistance Program (RDAP - MH Regional DAP)

Scope of Services and Deliverables

The Department and the CSB agree to implement the following requirements for management and utilization of all current state regional discharge assistance program (RDAP) funds to enhance monitoring of and financial accountability for RDAP funding, decrease the number of individuals on state hospital extraordinary barriers to discharge lists (EBLs), and return the greatest number of individuals with long lengths of state hospital stays to their communities.

A. The CSB Responsibilities:

1. The CSB shall comply with the current Discharge Assistance Program Manual issued by the Department.
2. The CSB, through the RMG and RUMCT on which it participates, shall ensure that other funds such as Medicaid payments are used to offset the costs of approved IDAPPs to the greatest extent possible so that state RDAP funds can be used to implement additional IDAPPs to reduce EBLs.
3. All state RDAP funds allocated within the region shall be managed by the regional management group (RMG) and the regional utilization management and consultation team (RUMCT) on which the CSB participates.
4. On behalf of the CSBs in the region, the regional manager funded by the Department and employed by a participating CSB shall assure accurate and timely entry and reporting of all relevant IDAPP and expenditure data in the DBHDS DAP Portal.
5. If the CSB has unspent funds they may be utilized subsequent years to support one-time IDAPPS. Any other use of funds must be reviewed and approved by DBHDS in accordance with the DAP manual.

B. The Department Responsibilities:

1. The Department shall work with the VACSB, representative CSBs, and regional managers to develop clear and consistent criteria for identification of individuals who would be eligible for individualized discharge assistance program plans (IDAPPs) and acceptable uses of state RDAP funds and standard terminology that all CSBs and regions shall use for collecting and reporting data about individuals, services, funds, expenditures, and costs.
2. The Department may conduct utilization reviews of the CSB or region at any time to confirm the effective utilization of state RDAP funds and the implementation of all approved ongoing and one-time IDAPPs.
3. Annually DBHDS will revise allocations to the Regional Fiscal Agent CSB based on previous year's use of funds to assure all needs are met statewide.

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C. Reporting Requirements: The regional Manager shall assure accurate and timely data entry of IDAPPS and expenditures monthly into the DAP Portal. Reports on allocation, use and expenditures shall be available to both DBHDS and the Regional offices in the DAP portal at any time.

11.8 Housing Flexible Funding Program (State Rental Assistance Program) (790 Funds DD SRAP)

Scope of Services and Deliverables
Individuals with developmental disabilities face numerous financial barriers to making the initial transition to integrated, independent housing and to maintaining this housing. Most adults with developmental disabilities have income below 30% of the area median income. Those who have Medicaid or Supplemental Security Income must meet strict asset limits that prevent them from saving enough to cover one-time, upfront expenses to rent housing or to cover expenses that, if not paid, could jeopardize their housing stability.

The Flexible Funding Program enables adults with developmental disabilities to overcome financial barriers to making initial transitions to integrated, independent housing and to maintaining housing stability. Six Community Services Boards administer the Program in their respective DBHDS regions. Program operations include:

1. making Flexible Funding applications and program materials available to support coordinators in the region
2. providing technical assistance to support coordinators on the program requirements and application process
3. reviewing and adjudicating Flexible Funding applications in accordance with the Flexible Funding 2.0 Guidelines ("the Guidelines")
4. authorizing and processing payment or reimbursement for approved goods and services in accordance with the Flexible Funding 2.0 Guidelines ("the Guidelines")
5. tracking and reporting per person and aggregated program expenditures in the Flexible Funding workbook provided by DBHDS in accordance with the Flexible Funding 2.0 Guidelines ("the Guidelines").

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

1. The CSB shall designate a Flexible Funding program administrator and a fiscal administrator who are responsible for program implementation. The program administrator and fiscal administrator may be the same staff person or different staff people. The CSB shall provide contact information for each administrator (including name, title, address, email and phone number) to the DBHDS Office of Community Housing.
2. The CSB shall ensure it can access the DBHDS cloud-based electronic file sharing system which contains program materials required to administer the Program.
3. The CSB shall implement strategies to pay time-sensitive expenses such as, but not limited to holding fees, security deposits and moving company charges as soon as possible. Strategies may include issuing promissory notes, notifying vendors that applicants' Flexible Funding requests have been approved, or identifying third parties that can front payment of expenditures immediately and request reimbursement from Flexible Funding.
4. The CSB shall submit programmatic and financial reports in accordance with the Guidelines using the Flexible Funding workbook provided by DBHDS.
5. The CSB shall maintain program and financial records in accordance with the Guidelines.

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6. The CSB shall direct all communication regarding Flexible Funding applications and decisions to the support coordinator identified on the application. If the CSB denies an application in whole or in part, the program administrator must inform the support coordinator in writing and must offer appeal rights in accordance with the Guidelines. Support coordinators are responsible for informing applicants about the status of their applications.
7. The CSB shall review and adjudicate requests for reasonable accommodations within the program in accordance with the Guidelines.
8. The CSB has the option to delegate the review and adjudication of Flexible Funding applications to a single point of contact within each local CSB within the region. The CSB can approve and issue reimbursements to local CSBs that approve their own applications and make payments in accordance with the Guidelines.
9. The CSB shall provide periodic trainings for support coordinators in the region regarding the Guidelines and the application process.
10. Administrative costs include, but are not limited to, Flexible Funding program personnel salaries and benefits, rent, utilities, telephone/Internet service, equipment, supplies, and travel.

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

1. The Department shall develop and issue Guidelines for administering the Program to the CSB.
2. The Department shall issue Program Memoranda to the CSB to clarify the guidelines as needed. If there is a conflict between the Guidelines and a Program Memorandum, the Program Memorandum shall prevail.
3. The Department shall provide the CSB access to its cloud-based file sharing system, which shall contain program materials required to administer the Program.
4. The Department shall provide the CSB training and technical assistance with completing program reports, reviewing applications, and interpreting program guidelines.
5. The Department shall process appeal requests from applicants or their designated representatives in accordance with the Guidelines.
6. The Department shall monitor the CSB in accordance with Section J of this Agreement.
7. The Department shall distribute additional funding allocations for the Program to the CSB.

C. Performance Outcome Measures:

1. 90% of all Flexible Funding applications submitted within the fiscal year are reviewed and adjudicated within 10 days of receiving completed applications.
2. 90% of all Flexible Funding applications submitted within the fiscal year are approved in accordance with the maximum funding caps identified in the Guidelines.

D. Reporting Requirements:

The CSB will provide the following reports to DBHDS OCH:

1. A quarterly expense report that summarizes the balance at the beginning of the quarter, expenditures for the reporting quarter and the year to date, and the balance at the end of the quarter. The report will reflect this information for each line item, including but not limited to program expenditures and administrative expenditures. This report will also identify the number of discrete persons served each quarter.
2. A completed program status report that details information about approved applications disbursed during the current reporting quarter and previous quarters/fiscal years.

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3. The CSB will submit quarterly expenses and program status reports in a DBHDS-provided Excel workbook that is hosted on a DBHDS-approved, cloud-based storage system by the 30th of the month following the end of the 1st, 2nd and 3rd quarter. The CSB may submit the quarterly expense and program status report for the 4th quarter (e.g., the end of the fiscal year) within 45 days of the end of the quarter.

11.9. Substance Abuse Residential Purchase of Services (SARPOS -SGF) Scope of Services

SARPOS funds may be used for residential settings, programs, or services that "meet the intent" of providing services that support recovery. SARPOS funds have traditionally been made available to support community-based residential medically managed/monitored withdrawal, contracted residential, transitional living programs, and other residential services that support recovery. SARPOS funding is not intended to be long term. If being used to support transitional services, there should be a plan related to how the individual will be able to maintain housing after the supports are removed.

SARPOS funding is prioritized for priority populations- pregnant substance use, injecting substance use, other opioid use populations. SARPOS fund shall be used for treatment and support services for substance use disorders, including individuals with acquired brain injury and co-occurring substance use disorders. Funded services shall focus on recovery models and the use of best practices.

1. SARPOS funds have traditionally been made available to support community-based residential medically managed/monitored withdrawal, contracted residential, transitional living programs, and other residential services that support recovery.
2. Funds may be used for short term. If funding is being used to support transitional housing a plan should exist for maintaining housing post the use of SARPOS funds.
3. Funding may also be used to provide services that support recovery in the community setting to include transportation to or from treatment, and medical appointment when there are no other means of transportation available, the purchase of training, registration, courses, licenses, certification, etc. that leads to financial recovery/ability to gain skills for specific trade/employment, items needed to maintain or gain employment include work uniforms, glasses, etc.
4. Additionally, the purchase of tools and types of equipment, i.e. barber clippers, work tools, safety glasses, hard hats, etc. required to begin employment if there is no other funding source may be obtained.
5. Payment for medications needed while in a residential setting or for medications needed for medication assisted treatment (MAT) while in medically managed detoxification or other residential care if no other revenue sources are available.
6. Non-MAT psychiatric care for those clients working toward application for Medicaid. Funds of last resort.
7. SARPOS funds may be used for individuals in need of residential settings, programs, or services that "meet the intent" of providing services that support recovery for persons with SUDs and persons with co-occurring MH and SUDs if the funds are addressing the SUD. (e.g., half-way house, Oxford House).
8. SARPOS funds may also be used to address barriers an individual may experience to entering residential services or to mitigate factors that might impede continued residential services. Examples include:

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a) Funds for transportation to or from the residential services, if no other means of transportation is available.
b) Purchase of clothing or personal hygiene products that may be needed while in residential services if no other resource is available.
c) Payment for a brief stay in a motel if the individual does not have a safe residence while awaiting a bed in a residential setting.
d) Payment for medications needed while in a residential setting or for medications needed for medication assisted treatment (MAT) while in medically managed detoxification or other residential care if no other revenue sources are available.
e) Payment for children to reside with their mother while she participates in residential treatment, if no other revenue sources are available.

9. SARPOS funds should not be substituted for other funds dedicated to these purposes. CSBs are encouraged to first explore utilization of other funds available for residential services (e.g. transformation funds for crisis stabilization, SA diversion funds, co-occurring disorders funds). CSBs can use other SA state general funds or SA federal funds for SUD residential needs in addition to SARPOS funds if the funds are not in an earmarked restricted category.

A. The CSB Responsibilities: To implement the SARPOS funds, the CSB agrees to comply with the following requirements.

1. CSBs should develop memorandums of agreement/contracts with community providers for residential services that follow all Federal and state laws and regulations concerning confidentiality, human rights, and SAPTBG requirements, including data collection. The CSB is responsible for ensuring that contracted providers are adhering to these requirements.
2. Where possible, CSBs are encouraged to engage, in collective and regional negotiation with potential vendors for the most cost effective and highest quality care for individuals.
3. The CSB must provide and document care coordination services and discharge for individuals funded via SARPOS, if applicable. The residential service provider must also collaborate with the CSB in discharge planning and appropriate transition back into the community, including the need for treatment or other services at a different level of care.

B. The Department Responsibilities: To implement the SARPOS funds, the Department agrees to comply with the following requirements.

1. Monitor use of these funds to assure that they are being used to support evidence-based treatment/recovery supports and will not permit use of these funds for non-evidence-based approaches, and review services during Programming Monitoring and Oversight (PMO) and Department review visits.
2. Support the effective implementation of the program through technical assistance to develop implementation plans, address implementation challenges, and modify performance targets to address emerging issues.
3. The Department shall provide technical assistance when requested.
4. The Department reserves the rights to recover unexpended SARPOS funds and to reallocate those funds to CSBs that have documented the need for additional substance abuse residential purchase of services funds.

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11.10 Substance Use Medication Assisted Treatment (SUD MAT)

Scope of Services: This allocation provides supplemental funding to support the ongoing effort to decrease substance use and the overdose rates throughout the Commonwealth. These funds must be prioritized for individuals who are not covered by insurance; however, can be used for those who are under insured. These are state general funds for the current state fiscal year.

The designated uses for these funds are:

Long-acting, injectable prescription drug treatment regimens for individuals within the community who need medication assisted treatment.

Non-narcotic, non-addictive prescription drug treatment regimens to (i.e., manage withdrawal Long-acting, injectable prescription drug treatment regimens for individuals who need medication assisted treatment while (i) on probation, (ii) incarcerated, or (iii) upon their release to the community. This is to include those with current or recent criminal justice involvement (within the last 12 months).

Non-narcotic, non-addictive prescription drug treatment regimens to (i.e., manage withdrawal symptoms, reduce drug cravings, help prevent relapse, treat co-occurring disorders (e.g., depressive or anxiety disorders).

Non-drug treatment regimens to include IOP, residential, partial hospitalization, social detox, etc.) for individuals who are not clinically able or for other reasons related to treatment barriers to participate in buprenorphine or methadone-based drug treatment regimens.

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

The CSB shall utilize the funding to expand MAT and MAT support services to uninsured and under insured SU consumers as stated above.

B. The Department Responsibilities:

1. The Department shall continue to monitor use of the MAT funds.
2. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow for compliance and in accordance with.

C. Reporting Requirements:

1. The CSB shall provide financial reporting for the utilization of the MAT and its supportive services.
2. The CSB shall submit the required program and financial data reports in the format established by the Department.

11.11. HIV/EIS/Harm Reduction

Scope of Services
This funding is to support the ongoing effort to reduce the risks, harm, and negative consequences associated with drug use, to include programs and interventions that are not abstinence based but are aimed at reducing the transmission of HIV and other communicable diseases and improving the health outcomes of individuals at risk.

The designated uses for these funds are:

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1. Prevention, treatment, and peer staff that provide services to those with HIV, at risk of developing communicable diseases, or at risk for developing substance use.
2. Prevention Service to include education and outreach programs to raise awareness about HIV transmission and prevention, distribution of condoms and other safer sex supplies, and PrEP (pre-exposure prophylaxis) services for high-risk individuals.
3. Harm Reduction Strategies to include support of CHR sites and services that reduces the spread of HIV among people who inject drugs, and access to opioid substitution therapy (e.g., methadone) to help individuals reduce or eliminate drug use.
4. Testing and Counseling such as confidential HIV testing services, including rapid testing options, and pre-and post-test counseling to provide support and information about HIV and its implications.
5. Linkage to Care such as referral services to connect individuals with medical care, including antiretroviral therapy (ART) for those who are HIV-positive, and support for navigating healthcare systems and accessing necessary services.
6. FDA approved Drug Test Strips which encourages safer drug use.
7. Supportive mental health and substance use treatment services, and peer support programs that provide social support and shared experiences.
8. Community Engagement such as advocacy.

A. The CSB Responsibilities: the CSB agrees to comply with the following requirements.
The CSB shall utilize funding to support HIV/EIS/Harm reduction services to the uninsured and under insured SUD population as stated above.

B. The Department Responsibilities:
1. The Department shall continue to monitor use of the HIV/EIS funds.
2. The Department shall review communicate in a timely fashion with each CSB/BHA about changes to the programming and where funding needs may be assessed and readdressed.

C. Reporting Requirements:
1. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time and in compliance with Section 6 of this Exhibit.
2. The CSB shall provide financial reporting for the utilization of the HIV/EIS and its supportive services.
3. The CSB shall submit the required program and financial data reports in the format established by the Department.

11.12. System Transformation of Excellence and Performance (STEP – VA)

Scope of Services
STEP-VA is an initiative designed to improve the community behavioral health services available to all Virginians. All CSBs in Virginia are statutorily required to provide all STEP-VA services. These services include Same Day Access, Primary Care Screening, Outpatient Services, Crisis Services, Peer and Family Support Services, Psychiatric Rehabilitation, Veterans Services, and Case Management and Care Coordination. the Department anticipates fewer admissions to state and private hospitals, decreased emergency room visits, and reduced involvement of individuals with behavioral health disorders in the criminal justice system as STEP-VA has been implemented across the Commonwealth. Peer and Family Support Services, Psychiatric Rehabilitation, Case Management and Care Coordination performance expectation are outlined in Exhibits D as the Department works with CSBs to establish program requirements and benchmark.

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1. **For all steps of STEP-VA**
   a. All CSB will establish a quality management program and continuous quality improvement plan to assess the access, quality, efficiency of resources, behavioral healthcare provider training, and patient outcomes of those individuals receiving outpatient services through the CSB. This may include improvement or expansion of existing services, the development of new services, or enhanced coordination and referral process to not directly provided by the CSB.
   b. **The Department agrees to comply with the following requirements**
      i. Determine the need for site visits based on monitoring, particularly if the Programs are not accomplishing its missions, and/or meeting its goals as described in this document. Based on this identified need and regular on-going scheduled site-visits:
      ii. Conduct in-person or virtual visits/check-ins with the CSB program leadership to ensure compliance with the scope and requirements of services; and to review outcomes, which include challenges and successes of the programs.

2. **Outpatient Services**

Scope of Services and Deliverables
Outpatient services are foundational services for any behavioral health system. Outpatient services may include diagnosis and evaluation, screening and intake, counseling, psychotherapy, behavior management, psychiatry, psychological testing and assessment, laboratory and ancillary services. As one of the required services for STEP-VA, the purpose of the Outpatient Services step is to ensure the provision of high quality, evidence-based, trauma-informed, culturally competent, accessible behavioral health services that addresses a broad range of diagnoses and considers an individual's course of illness across the lifespan from childhood to adulthood.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.
   1. The CSB will offer evidence based and best practices as part of their programming and implementation of Outpatient Services to the adults, children and families in the community.
   2. The CSB/BHA shall increase capacity and community access to Children's Outpatient services.
   3. The individual will receive a service with a high quality CSB outpatient provider or a referral to a non-CSB outpatient behavioral health service within 30 business days of the completed Comprehensive Needs Assessment, if clinically indicated. The quality of outpatient behavioral health services is the key component of this step.
   4. CSB shall establish expertise in the treatment of trauma related conditions.
   5. CSB should provide a minimum for outpatient behavioral healthcare providers of 8 hours of trauma focused training in treatment modalities to serve adults, children/adolescents and their families within the first year of employment and 4 hours in each subsequent years or until 40 hours of trauma-focused treatment can be demonstrated.
   6. Provide training data regarding required trauma training yearly in August when completing federal Block Grant reporting (Evidence Based Practice Survey) sent by DBHDS.
   7. STEP Virginia requires that each CSB offer, at a minimum, the following Evidence Based Practices for psychotherapy: Cognitive Behavioral Therapy (CBT) and Motivational Interviewing (MI) and the following EBP's for Psychiatry: Medication Management and Long-Acting Injectable Psychotropic Medications.

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8. STEP Virginia requires each CSB also utilize at least one EBP which meets the needs identified by the locality's community needs assessment : Acceptance and Commitment Therapy, Collaborative Assessment and Management of Suicidality (CAMS), Cognitive Behavioral Intervention for Trauma in Schools (CBITS), Dialectical Behavior Therapy (DBT), Eye Movement Desensitization and Reprocessing (EMDR), Functional Family Therapy (FFT), Hi-Fidelity Wraparound (HFW), Integrated Treatment for Co-Occurring Disorders, Living in Balance, Medication Assisted Treatment (MAT), Moral Resonation Therapy, Motivational Enhancement Therapy, Multi-Systemic Family Therapy (MFT), Parent Child Interaction Therapy (PCIT), Screening, Brief Intervention, and Referral to Treatment (SBIRT), Seeking Safety, Solution Focused Brief Therapy, Trauma Focused CBT (TF-CBT), Effective but underutilized medications for SUD treatment.

3. Primary Care Screening and Monitoring

Scope of Services and Deliverables

Individuals with SMI or SED, populations primarily served by the CSB, are known to be at higher risk for poor physical health outcomes largely due to unidentified chronic conditions. Therefore, it is important for behavioral health staff to provide related care coordination to ensure access to needed physical health care.

a) Any child diagnosed with a serious emotional disturbance, or any adult diagnosed with a serious mental illness and receiving MH CM and Psychiatry services will be provided or referred for a primary care screening on a yearly basis.
b) These clients are required to be provided with a yearly primary care screening to include, at minimum, height, weight, blood pressure, and BMI. This screening may be done by the CSB, or the individual may be referred to a primary care provider to have this screening completed.
c) If the screening is done by a primary care provider, the CSB is responsible for the screening results to be entered in the patient's CSB electronic health record. The CSB will actively support this connection and coordinate care with physical health care providers for all service recipients.
d) On an annual basis, CSB shall screen and monitor for metabolic syndrome (following the American Diabetes Association guidelines) any individual receiving STEP-VA services over age 3, with a diagnosis of SMI prescribed an antipsychotic medication by a CSB prescriber,
e) Individuals with SMI, a population primarily served by the CSB, are known to be at higher risk for poor physical health outcomes largely due to unidentified chronic conditions.
f) For the population includes all individuals over age 3 who receive psychiatric medical services by the CSB. CSB must report the screen completion and monitoring completion in the regular submissions of EHR data to DBHDS.

4. Same Day Access (SDA)

Scope of Services and Deliverables

SDA serves children adolescents, and adults seeking behavioral health services. Military status will be considered, and appropriate services and referrals made based on that status. CSB's have flexibility to adopt two versions of Same Day Access, depending on the needs of their community and staffing.

a) An individual may walk into or contact a CSB to request mental health or substance use

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disorder services and receive a comprehensive clinical behavioral health assessment from a licensed or license-eligible clinician the same day. Based on the results of the comprehensive assessment, if the individual is determined to need services, the individual will receive an appointment for face-to-face or other direct services within 30 business days of the completed CNA.

b) SDA can also provide a mental health and substance use risk screening and triage to individuals at the time the individual first contacts the CSB/BHA for services. The screening and triage may be completed in person, by telephone, or via telehealth, and will include, at a minimum, the presenting need and a screening for risk of harm to self or others, and for risk of accidental overdose. Appointments are not necessary for this initial screening. Individuals determined to be at high risk will be seen for a full assessment within 24 hours; individuals in an active crisis will be routed to Emergency Services immediately. Individuals determined to be at low or moderate risk will be seen for assessment within 10 business days. Based on the results of the comprehensive assessment, if the individual is determined to need services offered by the CSB, the individual will receive an appointment for face-to-face or other direct services in the program offered by the CSB within 30 calendar days, sooner if indicated by clinical circumstances.

   The Comprehensive Needs Assessment must still contain all elements outlined in Policy 12VAC25-105-650 of the Virginia Administrative Code. The Comprehensive Needs Assessment must be completed by a LMHP or LMHP-E. The Comprehensive Needs Assessment should identify which CSB services will best meet the needs identified and should describe how the appropriate criteria are met for the receiving services. The first service or visit with the receiving program should take place within 30 calendar days of the initial date of contact.

c) SDA emphasizes engagement of the individual, uses concurrent EHR documentation during the delivery of services, implements techniques to reduce appointment no shows, and uses centralized scheduling.

B. Reporting Requirements

1. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow for compliance and in accordance with Section 6 of this Exhibit.
2. The CSB shall report the date of each SDA comprehensive assessment, whether the assessment determined that the individual needed services offered by the CSB, and the date of the first service offered at the CSB for all individuals seeking mental health or substance use disorder services from the CSB.

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

Scope of Services and Deliverables

As one of the nine required services for System Transformation Excellence and Performance (STEP-VA), the purpose of the Service Members Veterans and Families (SMVF) step is to ensure SMVF receive needed mental health, substance abuse, and supportive services in the most efficient and effective manner available. Services shall be high quality, evidence-based, trauma-informed, culturally competent, and accessible. Per the Code of Virginia, CSB core services, as of

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July 1, 2021, shall include mental health services for members of the armed forces located 50 miles or more from a military treatment facility and veterans located 40 miles or more from a Veterans Health Administration medical facility.

A. CSB Responsibilities

1. All CSBs shall ensure they have clinician(s) who specialize in treatment for post-traumatic stress disorder and other forms of trauma including from military and/or combat service including military sexual trauma and substance use disorders.
2. CSBs shall ensure behavioral health services including but not limited to MH, SUD, Co-Occurring and Youth/Adolescents. Clinical services for this population shall align with federal clinical guidelines from Veterans Affairs and Department of Defense which can be found at https://www.healthquality.va.gov.
3. CSBs shall identify and refer SMVF seeking services to internal providers that have been trained in military cultural competency (MCC); provide resource information pertaining to Military Treatment Facilities (MTFs), Veterans Health Administration (VHA) facilities, and Virginia Department of Veterans Services (DVS) offer coordination of services with agencies indicated above.
4. As it pertains to those CSB's who implement Regional STEP VA Services for Service Members, Veterans, and Families (SMVF) the CSB shall:
    a. Ensure that the Program is implemented as a regional program and is not specific to the physical location of the program.
    b. Ensure the participating CSBs in the region develop a Memorandum of Understanding (MOU) outlining the mission, vision, and goals of the regional partnerships to support the Program and provide this to the Department upon request.
    c. Offer evidence based and best practices as part of their programming and implementation.
    d. Support at least 1.0 FTE Regional Navigator SMVF position to provide dedicated capacity at the regional level to support regional and state level SMVF initiatives; support the connectedness of SMVF system needs across regional, state, and federal level; serve as a resource to CSBs in the region in meeting SMVF metrics; oversee regional training and capacity-building funds, liaise with relevant partners at the state and federal levels, and participate in regional and state SMVF initiatives focused on suicide prevention at the intersection of SMVF populations
    e. Support a Regional Navigator to form and support cross referral and training partnerships with regional Department of Veterans Services, Military Treatment Facilities, and Veterans Health Administration facilities and serve on SMVF work groups to enhance regional services and partnerships (e.g. Governor's Challenge teams, etc.) and support and grow best practices within the region and individual CSBs in their region
    f. Support regional goals to implement, enhance, and promote the goals of Lock and Talk at the intersection of the SMVF population including but not limited to regional planning and capacity building, lethal means safety, social media campaigns, and other activities.
    g. The CSB shall support regional training and capacity building in the region in service to SMVF, specifically:

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i. ensuring access to clinical training for CSB providers to increase the availability for citizens to evidence-based, trauma-focused therapy such as prolonged exposure, cognitive processing therapy, and eye movement desensitization and reprocessing (EMDR).
ii. Supporting workforce training (for CSB direct services staff) on military culture and resources available to Service Members and their Families (SMVF); and
iii. Providing educational materials and outreach activities to support clinical needs of SMVF, as needed.

B. The Department Responsibilities:

1. Conduct in-person or virtual visits/check-ins at least every two years with the designated CSB leadership to ensure compliance with the scope and requirements of services.
2. Determine the need for additional site visits (virtual or in-person) based on the monitoring of the four key SMVF metrics, for CSBs not reaching SMVF performance measurement goals.
3. Establish a process to provide feedback to CSB regarding performance measurement goals outcomes.
4. Provide technical assistance to regional navigators and/or CSB leadership responsible for SMVF performance metrics to assist in reaching the desired outcomes.

C. Reporting Requirements:

1. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow for compliance and time to allow for compliance and in accordance with Section 6 of this Exhibit.
2. The CSB shall submit the required program and financial data reports in the format established by the Department.

6. STEP-VA Ancillary (936) – Restricted (MH SGF BASELINE)

Background: The purpose of this funding is to support the CSB in its efforts to modernize information technology infrastructure regarding data, business analytics, and critical operating systems including financial management systems. These funds shall be used to invest in infrastructure resources that will enhance the CSB's ability to comply with ongoing and evolving data sharing, fiscal, and reporting requirements between DBHDS and the CSB.

A. The CSB Responsibilities

1. Investment in infrastructure that enhances the CSB's ability to collect, manage, and/or analyze data, to meet data sharing requirements with DBHDS.
2. Perform critical business functions such as financial management improvements.
3. Investment may be in human capital with IT/Data Management expertise or in technology that enhances data capture and management, financial management, or other critical management needs.

B. Reporting Requirements

The CSB shall account for these funds in compliance with reporting requirements of the most recent version of the community services performance contract.

Other Program Services

This section includes certain program services initiatives CSB may engage in with the Department such as, but not limited to regional programs, pilot and other projects,

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12.0. Mental Health Crisis Response and Child Psychiatry Funding –Regional Program Services Children's Residential Crisis Stabilization Units (CRCSU)

Scope of Services and Deliverables
Children's Residential Crisis Stabilization Units (CRCSU) are a crucial part of the community-based continuum of care in Virginia. The expectations outlined in this document support the strategic vision of DBHDS to provide access to quality, person-centered services and supports in the least restrictive setting, and that exemplify clinical and management best practices for CRCSUs. CRCSUs should demonstrate consistent utilization, evidence-based clinical programming, and efficient operations. CRCSUs provide treatment for individuals requiring less restrictive environments than inpatient care for managing their behavioral health crises.

1. Children's Residential Crisis Stabilization Unit

a. Staffing:

1. The CRCSU staffing plan will be reviewed by the CSB clinical director at least quarterly to determine staffing needs and to ensure that staffing patterns meet the needs of the individuals served.
2. Reviews are to ensure that staffing plans maximize the unit's ability to take admissions 24 hours a day seven (7) days a week. The CRCSU will follow the Service Description and Staffing as defined in Part VIII Crisis Services in Chapter 105 Rules and Regulations for Licensing Providers by The Department of Behavioral Health and Developmental Services.
3. The CRCSU will include family members, relatives and/or fictive kin in the therapeutic process and/or family support partners, unless it is not deemed clinically appropriate.
4. The CRCSU will have a well-defined written plan for psychiatric coverage. The plan must address contingency planning for vacations, illnesses, and other extended absences of the primary psychiatric providers. Plans will be reviewed and updated as needed. Plans will be consistent with licensing and DMAS regulations.
5. The CRCSU will have a well-defined written plan for nursing and/or clinical staff coverage. The plan must address contingency planning for vacations, vacancies, illnesses, and other extended staff absences. Plans will be reviewed and updated as needed. Plans will be consistent with licensing and DMAS regulations.
6. The CRCSU will have a well-defined written plan for staffing all provider coverage during weather related events and other natural and man-made disasters or public health emergencies. Plans will be reviewed and updated as needed.
7. CRCSU will have access to a Licensed Mental Health Professional (LMHP) or Licensed Mental Health Professional Eligible (LMHP-E) on-site during business hours and after hours, as needed, for 24/7 assessments.

b. Admission and Discharge Process:

1. Individuals considered for admission should not have reached their 18th birthday prior to admission.
2. The CRCSU shall review and streamline their current admission process to allow for admissions 24 hours a day seven (7) days a week. CSB admission process shall not require a physician's order or any signature during the referral/pre-admission process. Medical screenings shall not be required and shall be conducted at the nursing assessment at time of admission and ongoing as needed. The CRCSU shall develop well-defined written policies and procedures for reviewing requests for admission. The CRCSU will maintain written documentation of all requests and denials that include clinical information that

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could be used for inclusion or exclusion criteria. Admission denials must be reviewed by the LMHP or CSU Director within 72 hours of the denial decision.

3. The CSU shall agree to the following exclusionary criteria:
    i. The individual's psychiatric condition is of such severity that it can only be safely treated in an inpatient setting due to violent aggression or other anticipated need for physical restraint, seclusion or other controls.
        a. This may include: individuals demonstrating evidence of active suicidal behavior. Individuals with current violent felony charges pending. Individuals demonstrating evidence of current assaultive or violent behavior that poses a risk to peers in the program or CRCSU staff. Individuals demonstrating sexually inappropriate behavior, such as sexually touching another child who is significantly older or younger that is not considered developmentally normal, within the last 12 months. Individuals with repetitive fire starter within the last 12 months.
    ii. The individual's medical condition is such that it can only be safely treated in a medical hospital as deemed by a physician which may include individuals deemed to have medical needs that exceed the capacity of the program.
    iii. The CSB shall limit medical denials to be consistent with the following resources: **Criteria for Medical Assessment Prior to Admission to a Psychiatric Hospital, Inpatient Psychiatric or Crisis Stabilization Unit** (EFFECTIVE NOVEMBER 5, 2018 (virginia.gov). The CSB shall follow the Exclusion Criteria listed on page 4 in this document. **DMAS Appendix G language**-The individual is not appropriate for this service if there is a presence of any condition of sufficient severity to require acute psychiatric inpatient, medical, or surgical care. The individual does not voluntarily consent to admission except for temporary detention orders pursuant to §37.2-800 et. seq. and §16.1-335 et seq. of the Code of Virginia. This may include individuals that are unable or unwilling to participate in the programmatic requirements to ensure safety of staff and residents of the program. Individuals unable or unwilling to participate with the goals set out in individualized service plan (ISP). Individuals who demonstrate or report inability to function in a group setting without causing significant disruption to others and are not able to participate in alternative programming.
    iv. The individual can be safely maintained and effectively participate in a less intensive level of care. This may include individuals whose needs can be better met through other services such as individuals with a primary diagnosis of substance use disorder with current active use, individuals with ID/DD diagnosis better served by REACH programming.
    v. The request for service authorization is being pursued to address a primary issue of housing need, including individuals who were in some form of housing placement prior to admission to the CRCSU and are not currently allowed to return and do not meet medical necessity criteria
    vi. Admission does not meet medical necessity criteria and is being used solely as an alternative to incarceration.
5. Individuals admitted to the CRCSU should be at risk of serious emotional disturbance or seriously emotionally disturbed. The CRCSU shall accept and admit at least 60% of referrals made.
6. The CRCSU shall develop well-defined written policies and procedures for accepting step-downs from the Commonwealth Center for Children and Adolescents.

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7. The CRCSU will follow discharge planning requirements as cited in the DBHDS licensing regulations 12VAC35-105-1880
8. CRCSUs will assess the integrated care needs of individuals upon admission and establish a plan for care coordination and discharge that addresses the individual's specialized care needs consistent with licensing and DMAS medical necessity
9. The CSB shall admit and continue to serve youth regardless of Medicaid status or Medicaid ability/willingness to pay if the admission and services provided are consistent with your program description.

c. Programming

1. The CRCSU will have a well-defined written schedule of clinical programming that covers at least eight (8) hours of services per day (exclusive of meals and breaks), seven (7) days a week. Programming will be trauma informed, appropriate for individuals receiving crisis services, and whenever possible will incorporate evidence-based and best practices.
2. Programming must be flexible in content and in mode of delivery to meet the needs of individuals in the unit at any point in time.
3. The CRCSU will always maintain appropriate program coverage. The unit will have a written transition staffing plan(s) for changes in capacity.
4. The CRCSU manager, director, or designee shall implement a review process to evaluate both current and closed records for completeness, accuracy, and timeliness of entries. (12VAC35-105- 920)
5. Programming will contain a mix of services to include but not limited to clinical, psycho educational, psychosocial, relaxation, and physical health.
6. Alternate programming must be available for individuals unable to participate in the scheduled programming due to their emotional or behavioral dysregulation.
7. The CRCSU manager, director, or designee shall outline how each service offers a structured program of individualized interventions and care designed to meet the individuals' physical and emotional needs; provide protection, guidance and supervision; and meets the objectives of any required individualized services plan. The CRCSU will provide scheduled recreational activities to include but not limited to art, music, pet therapy, exercise, and yoga, acupuncture, etc.

d. Resources:

1. The CRCSU will develop a well-defined written process for building collaborative relationships with private and state facilities, emergency services staff, CSB clinical staff, schools, Family and Assessment Planning Teams (FAPT) and local emergency departments in their catchment area. Ideally, these collaborative relationships will facilitate the flow of referrals to the CRCSU for diversion and step down from a hospital setting and to transition an individual from a CRCSU to a higher level of care. This process will be documented in the CRCSUs policies and procedures.
2. The CRCSU will participate in meetings in collaboration with DBHDS and other CRCSUs at least quarterly

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

1. The CRCSU will comply with all DBHDS licensing requirements.
2. The CRCSU will provide data as per the provided DBHDS standardized spreadsheet for the CRCSU on a quarterly basis until such time this request is discontinued upon full operation of the retrieval of data from the Crisis Data Platform. Data request will be in accordance with Section 6 of this Exhibit.

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3. The CRCSU will be responsible for following the DBHDS process for providing the bed registry data metrics into the DBHDS crisis data platform as per the DBHDS Bed Registry Standards and in accordance with Section 6 of this Exhibit.
4. CRCSUs shall be considered regional programs and is not specific to the physical location of the program. The CSBs in the Region will revise the Memorandum of Understanding (MOU) governing the Regional CRCSU and provide this to the Department upon request.
5. The CRCSU will offer evidence based and best practices as part of their programming and have an implementation/ongoing quality improvement for these in the context of the applicable regulations. The CRCSU shall develop a written plan to maintain utilization at 75% averaged over a year and submit to DBHDS annually, Crisis Services Coordinator with ongoing revisions as needed.
6. The CRCSU will develop a written plan to ensure the CRCSUs remain open, accessible, and available always as an integral part of DBHDSs community-based crisis services.
7. The CRCSU will develop a written plan to accept individuals accepting step-downs from Commonwealth Center for Children and Adolescents.
8. The CSB shall meet the reporting requirements required in the Reporting Requirements and Data Quality of the most current version of the Community Services Performance Contract.

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

1. The Department shall provide Technical Assistance (TA), to include but not limited to: networking meetings, training, and site visits to the CSB upon request or if the staff determines based on yearly monitoring visits that the project is not accomplishing its mission or meeting its goals as described above.
2. The Department will initiate Performance Improvement Plans (PIP) after Technical Assistance has been provided and a CRCSU continues to not meet established benchmarks and goals. The purpose of the PIP is to have a period of collaborative improvement.
3. The Department will initiate Corrective Action Plans (CAP) if benchmarks and goals continue to not be met after TA and PIPs. on the procedures outlined above.
4. The Department shall determine need for site visits based on monitoring that the CRCSU is not accomplishing its mission or meeting its goals as described in this document. The CRCSU will construct a corrective action plan for units not meeting their goals and collaborate with the CRCSU to implement the plan.
5. The Department shall monitor data to ensure data submitted through reports meets the expectations as outlined in this document and in the CRCSU written plans.
6. The Department shall schedule quarterly meetings with the CRCSU points of contact.

2. Reporting Requirements for Children's Residential Crisis Stabilization Unit

7. Annually submit as part of the yearly programmatic monitoring a plan to DBHDS to streamline the admission process to allow for 24 hours a day, 7 day a week admission.
8. The CSB shall submit the required program and financial data reports in the format established by the Department.
9. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow for compliance and in accordance with Section 6 of this Exhibit.

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10. CRCSU will provide additional data points (developed in accordance with Section 6 of this Exhibit) as requested to DBHDS Office of Crisis Services, no later than the 15th of the month following the reporting month.
11. Providing data, as per the provided DBHDS standardized spreadsheet, for the CRCSU on a quarterly basis until such time this request is discontinued upon full operation of the retrieval of data from the Crisis Data Platform.
12. Crisis Stabilization Units (CSUs) will be required to input bed registry information into the DBHDS crisis data platform to maintain accurate, real-time tracking of bed availability and enhance crisis system coordination.as per the DBHDS Bed Registry Standards per Code of Virginia (Chapter 3, Article 1, 37.2-308.1)

2. Child Psychiatry and Children's Crisis Response- Regional Funding (CRCSU)

Scope of Services and Deliverables

The funds are provided to the CSB as the regional fiscal agent to fund other CSBs in the designated region, other regional programs, or private providers if necessary to provide Child Psychiatry and Children's Crisis Response services.

A. The CSB Responsibilities

1. **Child Psychiatry and Crisis Response** the regional fiscal agent shall require a Memorandum of Understanding (MOU), a Memorandum of Agreement (MOA), or a contract with all CSBs in their region if Child Psychiatry and Crisis Clinician Services are to be provided by individual boards. The MOU or MOA shall outline the roles, responsibilities of the regional fiscal agent and each board receiving funding, funding amounts, data and outcomes to be shared with the regional fiscal agent, and how children can access child psychiatry and crisis clinician services. The MOU, MOA, or contract shall be developed by the CSB providing the services, reviewed by the regional fiscal agent, and executed once agreed upon.
2. If the CSB fiscal agent is providing regional Child Psychiatry and Crisis Clinician Services, then the regional fiscal agent shall develop the MOU, MOA, or contract to be reviewed by each CSB in the region and executed once agreed upon. Each CSB shall have access to a board-certified Child and Adolescent Psychiatrist who can provide assessment, diagnosis, treatment and dispensing and monitoring of medications to youth and adolescents involved with the community services board.
3. The CSB may hire a psychiatric nurse practitioner due to the workforce shortage of child and adolescent psychiatrists or contract within the region to have access.
4. The psychiatrist's role may also include consultation with other children's health care providers in the health planning region such as general practitioners, pediatricians, nurse practitioners, and community service boards' staff, to increase their expertise in the prevention, diagnosis, and treatment of children with mental health disorders.
5. CSBs must include, in the MOA/MOU, a description on how the CSB creates new or enhances existing community-based crisis response services in their health planning region, including, but not limited to mobile crisis response and community stabilization services, with the goal of diverting children from inpatient psychiatric hospitalization to less restrictive services in or near their communities.
6. Funds cannot be used to fund emergency services pre-screener positions if their role is to function as an emergency services clinician.

B. The CSB Responsibilities: In order to implement the CSB Fiscal Agent agrees to comply with the following requirements.

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1. The Regional Fiscal Agent shall notify the department of any staffing issues for these services such as a reduction in staffing or an extended vacancy.
2. The Regional Fiscal Agent shall consult with the Office of Crisis Services about any changes to the services allocation.
3. The CSB may charge an administrative cost in accordance with DBHDS State and Federal Indirect Cost Rate Policy and DBHDS Regional Program Procedures when the role the CSB is serving for the region.
4. The Regional Fiscal Agent shall receive monthly Child Psychiatry reports from each CSB which include: the hours of service provided by the child psychiatrist, the number of children served, and consultation hours with other health providers. This shall occur when the Regional Fiscal Agent is passing the funding to another CSB within the region to manage the responsibility of providing psychiatric services.
5. The Regional Fiscal Agent shall provide the executed MOU, MOA, or contract with each CSB to the Department's Office of Crisis Services for its review.

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

1. The Department shall distribute the funds in the regular semi-monthly electronic funds transfers, beginning with the July 1 payment of each state fiscal year.
2. The Department shall establish a mechanism for regular review of reporting Child Psychiatry Services through the Child Psychiatry and Children's Crisis Response Funding expenditures, data, and MOUs/MOAs to include a process by the Office of Services and will regularly share this data with the CSB's for proactive programming.
3. The Department will annually review Child Psychiatry and Children's crisis response spending.
4. The Department shall provide Technical Assistance (TA) as needed to the CSB's.

D. Reporting Requirements: For Regional Fiscal Agent for Child Psychiatry and Crisis Response Responsibilities.

1. The CSB shall account for and report the receipt and expenditure of these performance contract restricted funds separately.
2. The CSB shall provide a copy of a signed MOU/MOA to the Department.
3. The CSB should notify the department of staffing issues for these programs, such as a reduction in staffing or an extended vacancy.
4. The CSB may carry-forward a balance in the Child Psychiatry and Children's Crisis Response Fund during the biennium in which the funds were distributed.

12.1. 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 case management staff complete it within 30 days of employment. The CSB shall ensure that developmental disability case managers or support coordinators complete the ISP training modules developed by the Department within 60 days of their availability on the Department's web site or within 30 days of employment for new developmental disability case management or support coordination staff.

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12.2. Developmental Case Management Services Organization

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

12.3. Regional Programs

The CSB shall manage or participate in the management of, account for, and report on regional programs in accordance with the Regional Program Operating Principles and the Regional Program Procedures. The CSB agrees to participate in any utilization review or management activities conducted by the Department involving services provided through a regional program.

12.4. CSB Code Mandated Services

CSB Code Mandated Services		
Services	**Mandated**	**Description**
Certification of Preadmission Screening Clinicians	VA Code Mandated	The CSB and Department prioritize having emergency custody order or preadmission screening evaluations performed pursuant to Article 16 of Chapter 11 of Title 16.1, Chapters 11 and 11.1 of Title 19.2, and Chapter 8 of Title 37.2 in the Code provided by the most qualified, knowledgeable, and experienced CSB staff.
Department of Justice Settlement Agreement (DOJ SA)	Compliance with DOJ SA	See Exhibit M of the performance contract.
Discharge Planning	VA Code Mandated	Section 37.2-500 of the Code of Virginia requires that CSB must provide emergency services.
Emergency Services Availability	VA Code Mandated	Section 32.2-500 of the code requires the CSB shall have at least one local telephone number, and where appropriate one toll-free number, for emergency services telephone calls that is available to the public 24 hours per day and seven days per week throughout its service area.

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Preadmission Screening	VA Code Mandated	The CSB shall provide preadmission screening services pursuant to § 37.2-505 or § 37.2-606, § 37.2-805, § 37.2-809 through § 37.2-813, § 37.2-814, and § 16.1-335 et seq. of the Code and in accordance with the Continuity of Care Procedures in Appendix A of the CSB Administrative Requirements for any person who is located in the CSB's service area and may need admission for involuntary psychiatric treatment. The CSB shall ensure that persons it designates as preadmission screening clinicians meet the qualifications established by the Department per section 4.h and have received required training provided by the Department.
Preadmission Screening Evaluations	VA Code Mandated	1.) The purpose of preadmission screening evaluations is to determine whether the person meets the criteria for temporary detention pursuant to Article 16 of Chapter 11 of Title 16.1, Chapters 11 and 11.1 of Title 19.2, and Chapter 8 of Title 37.2 in the Code and to assess the need for hospitalization or treatment. Preadmission screening reports required by § 37.2-816 of the Code shall comply with requirements in that section.
STEP-VA	VA Code Mandated and Appropriations Act MM.1	Pursuant to 37.2-500 and 37.2-601 of the Code Same Day Mental Health Assessment Services (SDA or Same Day Access) Outpatient Primary Care Screening Services
		Outpatient Behavioral Health and Substance Use Disorder Services Peer Support and Family Support Services Mental Health Services for Military Service Members, Veterans, and Families (SMVF) **Crisis Services** **Psychiatric Rehabilitation** **Care Coordination**
Virginia Psychiatric Bed Registry	VA Code Mandated	The CSB shall participate in and utilize the Virginia Psychiatric Bed Registry required by § 37.2-308.1 of the Code to access local or state hospital psychiatric beds or residential crisis stabilization beds whenever necessary to comply with requirements in § 37.2-809 of the Code that govern the temporary detention process.

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Substance Exposed Infants (SEI)		The Code of Virginia §§ 32.1-127 B6 - Immediately upon identification, pursuant to § 54.1-2403.1, of any substance-abusing, postpartum woman, the hospital shall notify, subject to federal law restrictions, the community services board of the jurisdiction in which the woman resides to appoint a discharge plan manager. The community services board shall implement and manage the discharge plan. The Code of Virginia 63.2-1509 B - For purposes of subsection A, "reason to suspect that a child is abused or neglected" shall, due to the special medical needs of infants affected by substance exposure, include (i) a finding made by a health care provider within six weeks of the birth of a child that the child was born affected by substance abuse or experiencing withdrawal symptoms resulting from in utero drug exposure; (ii) a diagnosis made by a health care provider within four years following a child's birth that the child has an illness, disease, or condition that, to a reasonable degree of medical certainty, is attributable to maternal abuse of a controlled substance during pregnancy; or (iii) a diagnosis made by a health care provider within four years following a child's birth that the child has a fetal alcohol spectrum disorder attributable to in utero exposure to alcohol. When "reason to suspect" is based upon this subsection, such fact shall be included in the report along with the facts relied upon by the person making the report. Such reports shall not constitute a per se finding of child abuse or neglect. If a health care provider in a licensed hospital makes any finding or diagnosis set forth in clause (i), (ii), or (iii), the hospital shall require the development of a written discharge plan under protocols established by the hospital pursuant to subdivision B 6 of § 32.1-127.

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ATTACHMENT 1- Program Services - State General Funding Line Items

Background

This section provides funding details related to Community Mental Health Services, Substance Abuse Prevention and Treatment, and Developmental Disabilities 790 (grants to localities) and 720 (central office) state general funding allocations per the CSB's letter of notification (LON) of funding. The funds are to be utilized by Community Services Boards in Virginia to deliver services to vulnerable populations through programs as indicated in the tables below and within the guidelines associated with award documentation. CSB shall use this document to cross-reference various program service funding sources, appropriation language and any additional requirements that may be found in its LON, Exhibits D, Exhibit G or other Exhibits that are part of the most current version of the community services performance contract.

Fund Types: All fund types associated with CSB funding allocations are provided in DBHDS's grants management system (WebGrants).

General Funds (790 Grants to localities) – These are funds are appropriated from Virginia taxpayers provided by the General Assembly for state functions. These funds make up the majority of DBHDS budget and are disbursed through the DBDHS established warrant payment schedule. Majority of general funds are found in WebGrants as part of baseline funding see tables below for details.

Special/Non-General Funds (720 Central Office Funding) – These are funds that the agencies can raise through revenue collection and DBHDS has the authority to allocate funding as need for special projects and other initiatives. (Ex: 988 Fund, Hospital Insurance Revenue, and Problem Gambling Fund).

	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
	GENERAL FUNDS 790 – GRANTS TO LOCALITIES				
	COMMUNITY MENTAL HEALTH				
1	MH Permanent Supportive Housing	State Budget Bill HB6001, Item 297, Section Y1, 2, 3 (Ch. 2, 2024 Special Session I) - Funding shall be used for permanent supportive housing for individuals with	Exhibit G – Section 11 NOA3075	Community Mental Health Services Restricted Baseline Funding 0813 – 0000124083 2026.MH.CSBCode	Office of Community Housing janna.wiener@dbhds.virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
		serious mental illness.			
2	MH Permanent Supportive Housing - Regional	State Budget Bill HB6001, Item 297, Section Y1. (Ch. 2, 2024 Special Session I) - Funding shall be used for permanent supportive housing for individuals with serious mental illness.	Exhibit G – Section 11 NOA3075	Community Mental Health Services Restricted Baseline Funding 0813 – 0000116676 2026.MH.CSBCode	Office of Community Housing janna.wiener@dbhds.virginia.gov
3	MH Expand Telepsychiatry Capacity	State Budget Bill HB6001, Item 297, Section Z. GG. (Ch. 2, 2024 Special Session I) - Funding shall be used for telepsychiatry and telemedicine services.	Exhibit D D3087	Community Mental Health Services Restricted Baseline Funding 0817 – 0000124082 Restricted Baseline Funding 2026.MH.CSBCode	Office of Mental Health Wellness Recovery Supports (MHWRS) Meredith Nusbaum Meredith.nusbaum @dbhds.virginia.go v
4	MH State Funds	State Budget Bill HB6001, Item 297, Section RR (Ch.2, 2024 Special Session I) – Funding is for general Mental Health purposes. Additionally, a portion of the funding is provided for the costs of compensation increases given to Community Services Boards or a Behavioral	NOA2025 D3076	Community Mental Health Services Restricted Baseline Funding 0824 – 0000124083 Unrestricted Baseline 2026.MH.CSBCode	Office of Mental Health Wellness Recovery Services (MHWRS) Meredith Nusbaum Meredith.nusbaum @dbhds.virginia.go v

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
		Health Authority staff as of January 1, 2024.			
5	MH State Regional Deaf Services	Regional Deaf Services Program works in cooperation with local Community Service Boards to provide language accessible and culturally sensitive services to persons with a hearing loss. The funding goes back to at least FY2005 and is paid out via the warrants. To the extent that funding is not needed for these purposes, or the CSB determines that funds are not needed elsewhere for the effective administration of services, CSB's may utilize these funds for any other mental health purpose.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0831 – 0000116676 Unrestricted 2026.MH.CSBCode	Office of Mental Health Wellness Recovery Services (MHWRS) Meredith Nusbaum Meredith.nusbaum @dbhds.virginia.gov
6	MH State Children's Services (MHI)	As of 2014, funding is provided for children's mental health services, including child psychiatry, crisis response, and screening. To the extent that funding	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0837 – 0000124083 2026.MH.CSBCode	Office of Child & Family Services Katharine Hunter Katharine.hunter@ dbhds.virginia.gov Kari Savage kari.savage@dbhds .virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
		is not needed for these purposes, or the CSB determines that funds are not needed elsewhere for the effective administration of services, CSB's may utilize these funds for any other purpose.			
7	MH Regional DAP	State Budget Bill HB6001, Item 297, Section W and FF (Ch. 2, 2024 Special Session I) - Funding shall be used to provide community-based services or acute inpatient services in a private facility to individuals residing in state hospitals who have been determined clinically ready for discharge, and for continued services for those individuals currently being served under a discharge assistance plan.	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0841 – 0000116676 2026.MH.CSBCode	Office of Patient Clinical Services Heather Rupe Heather.rupe@dbhds.virginia.gov
8	MH PACT	State Budget Bill HB6001, Item 297, Section JJ. (Ch. 2, 2024 Special Session I)	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0848 - 0000124083	Office of Mental Health Wellness Recovery Services (MHWRS) Jeff VanArnam

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
		- Funds shall be used to support ACT program start-up and cover costs of individuals not eligible for Medicaid.		2026.MH.CSBCode	Jeff.vanarnam@dbhds.virginia.gov Meredith Nusbaum Meredith.Nusbaum@dbhds.virginia.gov
9	MH PACT Forensic Enhancement	State Budget Bill HB6001, Item 297, Section JJ. (Ch. 2, 2024 Special Session I) – Funds shall be used to add additional staff with forensic expertise and increase the number of NGRI or other justice involved individuals to existing ACT programs.	Exhibit D D3158 D3183	Community Mental Health Services Restricted Baseline Funding Funds 0848 – 0000108563 2026.MH.CSBCode	Office of Mental Health Wellness Recovery Services (MHWRS) Jeff VanArnam Jeff.vanarnam@dbhds.virginia.gov Meredith Nusbaum - Meredith.Nusbaum@dbhds.virginia.gov
10	MH Law Reform	State Budget Bill HB6001, Item 297, Section P. (Ch. 2, 2024 Special Session I) – Funding will support emergency services, crisis stabilization, case management, and inpatient and outpatient mental health treatment for individuals in need of urgent care or meeting treatment criteria.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0831 – 0000116676 Unrestricted 2026.MH.CSBCode	Office of Mental Health Wellness Recovery Services (MHWRS) Nicole Gore Nicole.gore@dbhds.virginia.gov Meredith Nusbaum Meredith.Nusbaum@dbhds.virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
11	MH Children's Outpatient Services	State Budget Bill HB6001, Item 297, Section K. (Ch. 2, 2024 Special Session I) - Funds shall be used to provide outpatient clinician services to children with mental health needs.	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0851 – 0000124083 2026.MH.CSBCode	Office of Child & Family Services Katharine Hunter Katharine.hunter@dbhds.virginia.gov
12	MH Child & Adolescent Services Initiative	State Budget Bill HB6001, Item 297, Section I. (Ch. 2, 2024 Special Session I) - Funds provided for mental health services for children and adolescents with serious emotional disturbances, at risk for serious emotional disturbance, and/or with co-occurring disorders with priority placed on those children who, absent services, are at risk for removal from the home due to placement by a local department of social services, admission to a congregate care facility or acute care psychiatric	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding 0854-01000-0000124083 2026.MH.CSBCode	Office of Child & Family Services Katharine Hunter katharine.hunter@dbhds.virginia.gov Kari Savage kari.savage@dbhds.virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
		hospital or crisis stabilization facility, commitment to the Department of Juvenile Justice, or parental custody relinquishment. These funds shall be used exclusively for children and adolescents, not mandated for services under the Children's Services Act.			
13	Mental Health Juvenile Detention	State funding that supports children's behavioral health services in each of the 23 juvenile detention centers (23 CSBs).	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0984-01000-0000124083 2026.MH.CSBCode	Office of Child & Family Services Katharine Hunter katharine.hunter@dbhds.virginia.gov
14	MH Expanded Community Capacity - Regional	State Budget Bill HB6001, Item 297, Section R. (Ch. 2, 2024 Special Session I) - Funding shall be used for community-based services in Health Planning Region V. These funds shall be used for services intended to delay or deter placement or provide discharge assistance for	General terms and conditions of the Performance Contract- P1636	Community Mental Health Services Restricted Baseline Funding Funds 0861 – 0000116676 2026.MH.CSBCode	Office of Patient Clinical Services Heather Rupe heather.rupe@dbhds.virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
		patients in a state mental health facility.			
15	MH Young Adult SMI	State Budget Bill HB6001, Item 297, Section M. (Ch. 2, 2024 Special Session I) - Funds shall be used for community-based mental health outpatient services for youth and young adults.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0871 – 0000124083 2026.MH.CSBCode	Office of Mental Health Wellness Recovery Services (MHWRS) Jeff VanArnam jeffrey.vanarnam@dbhds.virginia.gov Meredith Nusbaum meredith.nusbaum@dbhds.virginia.gov
16	MH Adult Outpatient Competency Restoration Services	DBHDS will pay the CSB only if the CSB is directly ordered by the Court to provide services to restore an adult's competency to stand trial pursuant to §19.2-169.2 for restoration assessment, restoration services, and restoration case management.	Exhibit G – Section 11 Currently paid based on invoicing from CSB	Community Mental Health Services Restricted Baseline Funding Funds 0874 – 0000124083 2026.MH.CSBCode	Office of Forensic Services Sarah Davis Sarah.davis@dbhds.virginia.gov Jessica Morriss Jessica.morriss@dbhds.virginia.gov
17	720 Adult Restoration SSA Funds	Funds are used to supplement payments for restoration services after MH Adult Outpatient Competency Restoration Services are exhausted.	Exhibit D D3158	Community Mental Health Services Restricted Baseline Funding Funds 72000-09180-XXX-02003-0000108461-499033	Office of Forensic Services Sarah Davis Sarah.davis@dbhds.virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
18	MH Crisis Response & Child Psychiatry - Regional	State Budget Bill HB6001, Item 297, Section J. (Ch. 2, 2024 Special Session I) - Funds shall be used to provide child psychiatry and children's crisis services for children with behavioral health needs. Funds may also be used to create new or enhance existing community-based crisis services in a health planning region.	Exhibit G – Section 12	Community Mental Health Services Restricted Baseline Funding Funds 0877 – 0000116676 2026.MH.CSBCode	Crisis Support and Services Bill Howard william.howard@dbhds.virginia.gov Curt Gleeson curt.gleeson@dbhds.virginia.gov
19	MH CIT Assessment Sites	State Budget Bill HB6001, Item 297, Section T.1, T.2., T.3, QQ.1, QQ.2, QQ.3 (Ch. 2, 2024 Special Session I) - Funding is provided for Crisis Intervention Assessment Centers in six unserved rural communities.	Exhibit D D3119	Community Mental Health Services Restricted Baseline Funding Funds 0878 – 0000124083 2026.MH.CSBCode	Crisis Support and Services Bill Howard Bill.howard@dbhds.virginia.gov Stephen Craver Stephen.craver@dbhds.virginia.gov
20	MH CIT Assessment Sites - Regional	State Budget Bill HB6001, Item 297, Section T.1, T.2, T.3, QQ.1, QQ.2, QQ.3 (Ch. 2, 2024 Special Session I) - Funding is provided to	Exhibit D D3062	Community Mental Health Services Restricted Baseline Funding Funds 0878 – 0000116676 2026.MH.CSBCode	Crisis Support and Services Bill Howard Bill.howard@dbhds.virginia.gov Stephen Craver Stephen.craver@dbhds.virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
		support CIT initiatives, including basic and advanced CIT training and law enforcement diversion, through one-time awards for advanced concepts in CIT Assessment Site program.			
21	MH Gero-Psychiatric Services	State Budget Bill HB6001, Item 297, Section EE. (Ch. 2, 2024 Special Session I) - Funding is provided for one regional, multi-disciplinary team for older adults. This team shall provide clinical, medical, nursing, and behavioral expertise and psychiatric services to nursing facilities and assisted living facilities.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0897 – 0000124083 2026.MH.CSBCode	Office of Patient Clinical Services Heather Rupe Heather.rupe@dbhds.virginia.gov
22	MH Geriatrics Services	State Budget Bill HB6001, Item 297, Section N. (Ch. 2, 2024 Special Session I) - Funding is provided for two specialized geriatric mental health services programs.	Exhibit D D3180 D3132	Community Mental Health Services Unrestricted Baseline Funding Funds 0911 – 0000124083 2026.MH.CSB Code	Office of Mental Health Wellness Recovery Services (MHWRS) Meredith Nusbaum Meredith.nusbaum@dbhds.virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
23	MH Tele-mental Health	State Budget Bill HB6001, Item 297, Section HH. (Ch. 2, 2024 Special Session I) - Funding is provided to establish the Appalachian Tele-mental Health Initiative, a tele-mental health pilot program.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0913 – 0000124083 2026.MH.CSBCode	Office of Mental Health Wellness Recovery Services (MHWRS) Rebekah Cimino rebekah.cimino@dbhds.virginia.gov Meredith Nusbaum Meredith.nusbaum@dbhds.virginia.gov
24	MH Peer Services	State Budget Bill HB6001, Item 297, Section SS. (Ch. 2, 2024 Special Session I) - Funding is provided for peer wellness stay programs.	Exhibit D D3079	Community Mental Health Services Restricted Baseline Funding Funds 0915 – 0000124083 2026.MH.CSBCode	Office of Mental Health, Wellness and Recovery Supports Alethea Lambert Alethea.lambert@dbhds.virginia.gov
25	MH STEP-VA Same Day Access	State Budget Bill HB6001, Item 297, Section KK.2 (Ch. 2, 2024 Special Session I) - Funding is provided for same day access to mental health screening services.	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000116671 2026.MH.CSBCode	Office of Mental Health Wellness Recovery Services (MHWRS) Katie Powers Katie.powers@dbhds.virginia.gov
26	MH STEP-VA Primary Care Screening	State Budget Bill HB6001, Item 297, Section KK.3 (Ch. 2, 2024 Special Session I) - Funding is provided for primary care outpatient screening services.	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000116672 2026.MH.CSBCode	Office of Mental Health Wellness Recovery Services (MHWRS) Katie Powers Katie.powers@dbhds.virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
27	MH STEP-VA Outpatient	State Budget Bill HB6001, Item 297, Section KK.4 (Ch. 2, 2024 Special Session I) - Funding is provided for outpatient mental health and substance use services.	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000116673 2026.MH.CSBCode	Office of Mental Health Wellness Recovery Services (MHWRS) Katie Powers Katie.powers@dbhds.virginia.gov
28	MH STEP-VA Crisis	State Budget Bill HB6001, Item 297, Section KK.6 (Ch. 2, 2024 Special Session I) - Funding is provided for crisis services for individuals with mental health or substance use disorders.	Exhibit D D2308 D1958 D1336 D1047 D3103	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000116674 2026.MH.CSBCode	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov April Dovel april.dovel@dbhds.virginia.gov
29	MH STEP-VA Marcus Alert	State Budget Bill HB6001, Item 297, Section LL. (Ch. 2, 2024 Special Session I) - Funding shall be provided to establish mental health awareness response and community understanding services alert system programs and community care teams pursuant to legislation adopted in the 2020 Special Session I	Exhibit D D2308	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000125101 2026.MH.CSBCode	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov April Dovel april.dovel@dbhds.virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
		of the General Assembly.			
30	MH STEP-VA Outpatient - Regional	State Budget Bill HB6001, Item 297, Section KK.4 (Ch. 2, 2024 Special Session I) - Funding is provided for outpatient mental health and substance use services.	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000116675 2026.MH.CSBCode	Office of Mental Health Wellness Recovery Services (MHWRS) Katie Powers larissa.carpenter@dbhds.virginia.gov
31	MH STEP-VA Veteran's Services	State Budget Bill HB6001, Item 297, Section KK.7 (Ch. 2, 2024 Special Session I) - Funding is provided for military and veterans services.	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000117236 2026.MH.CSBCode	Office of Mental Health Wellness Recovery Services (MHWRS) Patrick Wessels Patrick.wessels@dbhds.virginia.gov
32	MH STEP-VA Peer Support	State Budget Bill HB6001, Item 297, Section KK.8 (Ch. 2, 2024 Special Session I) - Funding is provided for peer support and family services.	Exhibit D - pending	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000117237 2026.MH.CSBCode	Office of Mental Health, Wellness and Recovery Supports Alethea Lambert Alethea.lambert@dbhds.virginia.gov Sherea Ryan Sherea.ryan@dbhds.virginia.gov
33	MH STEP-VA Ancillary Services	State Budget Bill HB6001, Item 297, Section KK.9 (Ch. 2, 2024 Special Session I) - Funding is provided for the ancillary costs of expanding services at Community Services Boards	NOA3106	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000117238 2026.MH.CSBCode	Office of Mental Health Wellness Recovery Services (MHWRS) Meredith Nusbaum Meredith.nusbaum@dbhds.virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
		and Behavioral Health Authorities.			
34	MH STEP-VA Clinician's Crisis Dispatch	State Budget Bill HB6001, Item 297, Section KK.10 (Ch. 2, 2024 Special Session I) - Crisis Call Center Fund is provided for crisis call center dispatch staff.	Exhibit D D3103	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000117239 Restricted	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov April Dovel april.dovel@dbhds.virginia.gov
35	MH STEP-VA Clinician's Crisis Dispatch – Crisis Call Center Fund	State Budget Bill HB6001, Item 297, Section KK.10 (Ch. 2, 2024 Special Session I) - Crisis Call Center Fund is provided for crisis call center dispatch staff.	Exhibit D D3103	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000122027 Restricted	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov April Dovel april.dovel@dbhds.virginia.gov
36	MH STEP-VA Veteran's Services – Regional	State Budget Bill HB6001, Item 297, Section KK.7 (Ch. 2, 2024 Special Session I) - Funding is provided for military and veterans services.	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000117240 Restricted Baseline Funding 2026.MH.CSBCode	Office of Mental Health Wellness Recovery Services (MHWRS) Patrick Wessels Patrick.wessels@dbhds.virginia.gov
37	MH STEP-VA Peer Support – Regional	State Budget Bill HB6001, Item 297, Section KK.8 (Ch. 2, 2024 Special Session I) - Funding is provided for peer support and family services.	Exhibit D D3185	Community Mental Health Services Restricted Baseline Funding Funds 0936 –0000118862 Restricted Baseline Funding 2026.MH.CSBCode	Office of Mental Health, Wellness and Recovery Supports Alethea Lambert Alethea.lambert@dbhds.virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
38	MH STEP-VA Psychiatric Rehabilitation Services	State Budget Bill HB6001, Item 297, Section KK.11 (Ch. 2, 2024 Special Session I) - Funding is provided for psychiatric rehabilitation services.	Exhibit D D3087	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000121695 Restricted	Office of Mental Health Wellness Recovery Services (MHWRS) Jeff VanArnam Jeff.vanarnam@dbhds.virginia.gov
39	MH STEP-VA Care Coordination Services	State Budget Bill HB6001, Item 297, Section KK.12 (Ch. 2, 2024 Special Session I) - Funding is provided for care coordination services.	Exhibit D D3087	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000121696 Restricted	Office of Mental Health Wellness Recovery Services (MHWRS) Meredith Nusbaum Meredith.nusbaum@dbhds.virginia.gov
40	MH STEP-VA Case Management Services	State Budget Bill HB6001, Item 297, Section KK.13 (Ch. 2, 2024 Special Session I) - Funding is provided for STEP-VA-specific case management services.	Exhibit G – Section 12	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000121697 Restricted Baseline Funding 2026.MH.CSBCode	Office of Mental Health Wellness Recovery Services (MHWRS) Meredith Nusbaum Meredith.nusbaum@dbhds.virginia.gov
41	MH STEP-VA Data Systems & Clinical Processes	State Budget Bill HB6001, Item 297, Section KK.15 (Ch. 2, 2024 Special Session I) - Funding is provided for grants to Community Services Boards	Exhibit D D3182	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000121692 Restricted Baseline Funding 2026.MH.CSBCode	Strategic Planning & Execution Craig Camidge craig.camidge@dbhds.virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
		for the cost of transitioning data systems and clinical processes.			
42	MH STEP-VA Regional Management	State Budget Bill HB6001, Item 297, Section KK.14 (Ch. 2, 2024 Special Session I) - Funding is provided for regional management of STEP-VA services.	Exhibit D D1047	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000121693 Restricted	Office of Mental Health Wellness Recovery Services (MHWRS) Meredith Nusbaum Meredith.nusbaum @dbhds.virginia.go v
43	MH Crisis Stabilization	State Budget Bill HB6001, Item 297, Section P, PP, TT (Ch. 2, 2024 Special Session I) - Funding shall be used for crisis stabilization and related services statewide intended to delay or deter placement in a state mental health facility.	Exhibit D D3103	Community Mental Health Services Restricted Baseline Funding Funds 0962 – 0000124083 Restricted	Crisis Support and Services Bill Howard William.howard@d bhds.virginia.gov
44	MH Crisis Stabilization – Regional	State Budget Bill HB6001, Item 297, Section P, PP, TT (Ch. 2, 2024 Special Session I) - Funding shall be used for crisis stabilization and related services statewide intended to delay or deter	Exhibit D D3103	Community Mental Health Services Restricted Baseline Funding Funds 0962 – 0000116676 Restricted	Crisis Support and Services Bill Howard William.howard@d bhds.virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
		placement in a state mental health facility.			
45	MH Demo Project System of Care (Child)	Funding for five community mini grants for "Bringing Systems of Care to Scale in Virginia." The mini-grant projects are part of a larger state System of Care Expansion Implementation Grant awarded by the Substance Abuse and Mental Health Services.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0969 – 0000124083 Unrestricted	Office of Child & Family Services Katharine Hunter Katharine.hunter@dbhds.virginia.gov
46	MH Recovery	State Budget Bill HB6001, Item 297, Section O. (Ch. 2, 2024 Special Session I) - Funds shall be used for consumer-directed programs offering specialized mental health services that promote wellness, recovery and improved self-management.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0985 – 0000116676 Unrestricted	Office of Mental Health, Wellness and Recovery Supports Alethea Lambert Alethea.lambert@dbhds.virginia.gov
47	MH Recovery – Regional	State Budget Bill HB6001, Item 297, Section O. (Ch. 2, 2024 Special Session I) - Funds shall be used for consumer-directed programs offering	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0985 – 0000116676 Unrestricted	Office of Mental Health, Wellness and Recovery Supports Alethea Lambert Alethea.lambert@dbhds.virginia.gov Sherea Ryan Sherea.ryan@dbhds.virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
		specialized mental health services that promote wellness, recovery and improved self-management.			
48	MH Pharmacy	Supports medication and pharmacy services to uninsured CSB consumers (formerly provided by DBHDS Aftercare Pharmacy)	Funding is provided for pharmaceutical supplies that treat MH issues General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0988 – 0000124083 Unrestricted	Office of Enterprise Management Services Chaye Neal-Jones Chaye.neal-jones@dbhds.virginia.gov Heather.Norton@dbhds.virginia.gov
49	MH Jail Diversion Services	State Budget Bill HB6001, Item 297, Section S. (Ch. 2, 2024 Special Session I) - Funds shall be used for jail diversion and reentry services.	Exhibit D D3071	Community Mental Health Services Restricted Baseline Funding Funds 0989 – 0000124083 Restricted	Office of Forensic Services Sarah Davis sarah.davis@dbhds.virginia.gov Ashley Anderson ashley.anderson@dbhds.virginia.gov
50	MH Rural Jail Diversion	State Budget Bill HB6001, Item 297, Section V. (Ch. 2, 2024 Special Session I) - Funding is provided to establish an Intercept 2 diversion program in up to three rural communities. The funding shall be used for staffing and to provide	Exhibit D D3071	Community Mental Health Services Restricted Baseline Funding Funds 0989 – 0000110287 Restricted 2026.MH.CSBcode	Office of Forensic Services Sarah Davis sarah.davis@dbhds.virginia.gov Ashley Anderson ashley.anderson@dbhds.virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
		access to treatment services.			
51	MH Forensic Discharge Planning – Regional	State Budget Bill HB6001, Item 297, Section U. (Ch. 2, 2024 Special Session I) - Funding is provided for CSB staff positions to provide discharge planning in jails for individuals with serious mental illness.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding 0989 – 0000114581 Restricted 2026.MH.CSBcode	Office of Forensic Services Sarah Davis sarah.davis@dbhds.virginia.gov Ashley Anderson ashley.anderson@dbhds.virginia.gov
52	MH Docket Pilot JMHCP Match	State Budget Bill HB6001, Item 297, Section NN. (Ch. 2, 2024 Special Session I) - Funding shall be used to expand and provide additional support to existing mental health dockets.	Exhibit D D3162	Community Mental Health Services Restricted Baseline Funding 0989 – 0000110287 Restricted 2026.MH.CSBcode	Office of Forensic Services Sarah Davis sarah.davis@dbhds.virginia.gov Jessica Peay j.peay@dbhds.virginia.gov
53	MH Forensic Discharge Planning	State Budget Bill HB6001, Item 297, Section U. (Ch. 2, 2024 Special Session I) - Funding is provided for CSB staff positions to provide discharge planning in jails for individuals with serious mental illness.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding 0989 – 0000118011 Restricted 2026.MH.CSBcode	Office of Forensic Services Sarah Davis sarah.davis@dbhds.virginia.gov Ashley Anderson ashley.anderson@dbhds.virginia.gov
	SUBSTANCE ABUSE PREVENTION AND TREATMENT				

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
54	SUD State Funds	State funds shall be used as determined by DBHDS.	General terms and conditions of the Performance Contract-P1636 Flexible funding. See DBHDS point of Contact for allowable	Substance Abuse Prevention and Treatment (SUD SGF) 0815-0000124083 Unrestricted Baseline Funding 2026.SUD.CSBCode	Addiction Wellness and Recovery Services (AWRS) Candace Roney Candace.roney@dbhds.virginia.gov
55	SUD Permanent Supportive Housing Women	State Budget Bill HB6001, Item 297, Section Z-AA. (Ch. 2, 2024 Special Session I) - Funding shall be used to provide permanent supportive housing to pregnant or parenting women with substance use disorders.	Exhibit G-Section 11 NOA3105	Substance Abuse Prevention and Treatment (SUD SGF) 0821 – 0000124083 Restricted 2026.SUD.CSBCode	Office of Community Housing janna.wiener@dbhds.virginia.gov Monica Spradlin Monica.spradlin@dbhds.virginia.gov
56	SUD Women (Includes LINK at 4 CSBs)	Funds are now being allocated out of federal funds. Includes A) an allocation to each CSBs to offset outreach case management services provided to hospital referred postpartum substance using women per Code of Virginia §32.1-127. and B) funding to 3 CSBs for the implementation of Project LINK	Exhibit G – Section 10	Substance Abuse Prevention and Treatment (SUD SGF) 0826 – 0000124083 Restricted Baseline Funding 2026.SUD.CSBCode	Addiction Wellness and Recovery Services (AWRS) Candace Roney Candace.roney@dbhds.virginia.gov Glenda Knight Glenda.knight@dbhds.virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
		services across a collaboration of multiple CSBs. Project LINK provides intensive case management and home visiting services to substance using pregnant, parenting and "at risk" women and their families			
57	SUD Residential Region V CSBs only	Each of the CSBs in Region V receive an allocation to provide community or residential services. This funding was allocated when Serenity House funding was terminated, and Green Street closed.	General terms and conditions of the Performance Contract-P1636 Flexible funding See DBHDS point of Contact for allowable	Substance Abuse Prevention and Treatment (SUD SGF) 0864 – 0000124083 Unrestricted 2026.SUD.CSBCode	Addiction Wellness and Recovery Services (AWRS) Candace Roney Candace.roney@dbhds.virginia.gov

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58	SARPOS	State Budget Bill HB6001, Item 297, Section DD. (Ch. 2, 2024 Special Session I) - Funding shall be used for treatment and support services for substance use disorders, including individuals with acquired brain injury and co-occurring substance use disorders. Funded services shall focus on recovery models and the use of best practices.	Exhibit G – Section 11	Substance Abuse Prevention and Treatment (SUD SGF) 0816 Restricted 2026.SUD.CSBCode	Addiction Wellness and Recovery Services (AWRS) Candace Roney Candace.roney@dbhds.virginia.gov

	Funding Line-Item	**Appropriation Act Use/Restrictions**	**Additional Funding Requirements Found In**	**State General Fund Award Name/Coding/ WebGrants Number**	**DBHDS Point of Contact**

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59	SUD DD Training/SUD Youth Services/COVID	State Budget Bill HB6001, Item 297, Section OO. (Ch. 2, 2024 Special Session I) - Funding is provided for substance use disorder-specific training of the intellectual disability and developmental disability provider workforce, the development and implementation of substance use disorder treatment services specific to transition age youth up the age of 25, and additional critical substance use disorder services related to the COVID19 pandemic.	Exhibit D D3098	Substance Abuse Prevention and Treatment (SUD SGF) 0869 – 0000123914 Restricted baseline funding 2026.SUD.CSBCode	Addiction Wellness and Recovery Services (AWRS) Candace Roney Candace.roney@dbhds.virginia.gov Office of Child & Family Services Katharine Hunter katharine.hunter@dbhds.virginia.gov
60	SUD STEP-VA -Regional	State Budget Bill HB6001, Item 297, KK.5. (Ch. 2, 2024 Special Session I) -	General terms and conditions of the Performance Contract-P1636 Funding use	Substance Abuse Prevention and Treatment (SUD SGF) 0870 – 0000116676	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov

	Funding Line-Item	**Appropriation Act Use/Restrictions**	**Additional Funding Requirements Found In**	**State General Fund Award Name/Coding/ WebGrants Number**	**DBHDS Point of Contact**
		Funding is provided for crisis detoxification services.	See DBHDS point of Contact for allowables	Restricted 2026.SUD.CSBCode	

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61	SUD Jail Services/Juvenile Detention	Funding is used for Jail and Court Based Services and are provided for youth and adults who have problems related to substance use and/or co-occurring disorder that are criminal justice involved. Service s can be provided within the jail, if within the community to individuals recently released from incarceration less than 60 days), and to drug court individuals.	General terms and conditions of the Performance Contract-P1636 Flexible funding See DBHDS point of Contact for allowables	Substance Abuse Prevention and Treatment (SUD SGF) 0872 – 0000124083 Unrestricted 2026.SUD.CSBCode	Addiction Wellness and Recovery Services (AWRS) Candace Roney Candace.roney@dbhds.virginia.gov
62	SUD Community Detoxification	State Budget Bill HB6001, Item 297, Section CC. (Ch. 2, 2024 Special Session I) - Funding is provided for community detoxification and sobriety services for individuals in crisis.	General terms and conditions of the Performance Contract-P1636	Substance Abuse Prevention and Treatment (SUD SGF) 0894 – 0000124083 Restricted Baseline 2026.SUD.CSBCode	Office of Patient Clinical Services Heather Rupe Heather.rupe@dbhds.virginia.gov
63	SUD Community	State Budget Bill HB6001, Item 297, Section CC. (Ch. 2, 2024	General terms and conditions of the Performance Contract-P1636	Substance Abuse Prevention and Treatment (SUD SGF)	Office of Patient Clinical Services Heather Rupe

	Funding Line-Item	**Appropriation Act Use/Restrictions**	**Additional Funding Requirements Found In**	**State General Fund Award Name/Coding/ WebGrants Number**	**DBHDS Point of Contact**

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	Detoxification - Regional	Special Session I) - Funding is provided for community detoxification and sobriety services for individuals in crisis.		0894 – 0000116676 Restricted Baseline funding 2026.SUD.CSBCode	Heather.rupe@dbhds.virginia.gov
64	SUD Facility Reinvestment - Regional	Block of money given to enhance SU services. These funds were originally state hospital funds that were taken from the hospital (Western State Hospital DeJarnette Center) and taken into the Central Office and disbursed to the CSBs. Funds used for community-based substance use disorder residential treatment. Focused on short-term, medically managed detox.	Exhibit D D3134	Substance Abuse Prevention and Treatment (SUD SGF) 0903 – 0000116676 Restricted Baseline funding 2026.SUD.CSBCode	Addiction Wellness and Recovery Services (AWRS) Candace Roney Candace.roney@dbhds.virginia.gov
65	SUD HIV/AIDS	Funds are used for HIV and/or Harm Reduction prevention and treatment services. Such services include, but are not limited to: Staff	Exhibit G-Section 11	Substance Abuse Prevention and Treatment (SUD SGF) 0938 – 0000124083 Unrestricted Baseline funding 2026.SUD.CSBCode	Addiction Wellness and Recovery Services (AWRS) Candace Roney Candace.roney@dbhds.virginia.gov

	Funding Line-Item	**Appropriation Act Use/Restrictions**	**Additional Funding Requirements Found In**	**State General Fund Award Name/Coding/ WebGrants Number**	**DBHDS Point of Contact**

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		HIV and Communicable Disease Testing Referrals Linkage and Coordination to Care Outreach Services PrEP Condom Distribution Fentanyl Test Strips			
66	SUD MAT	State Budget Bill HB6001, Item 297, Section BB. (Ch. 2, 2024 Special Session I) - Funding is provided to increase access to medication assisted treatment for individuals with substance use disorders.	NOA3147R NOA3146T Exhibit G - 11	Substance Abuse Prevention and Treatment (SUD SGF) 0986 – 0000124083 Restricted Baseline funding 2026.SUD.CSBCODE 2026.SUD.CSBCode	Addiction Wellness and Recovery Services (AWRS) Candace Roney Candace.roney@dbhds.virginia.gov
67	SUD Recovery	State Budget Bill HB6001, Item 297, Section DD. (Ch. 2, 2024 Special Session I) - Funding shall be used for treatment and support services for substance use disorders, including individuals with acquired brain injury and co-occurring substance use	NOA3147R	Substance Abuse Prevention and Treatment (SUD SGF) 0990 – 0000124083 Restricted funding 2026.SUD.CSBCode	Office of Mental Health, Wellness and Recovery Supports Alethea Lambert Alethea.lambert@dbhds.virginia.gov Sherea Ryan Sherea.ryan@dbhds.virginia.gov

	Funding Line-Item	**Appropriation Act Use/Restrictions**	**Additional Funding Requirements Found In**	**State General Fund Award Name/Coding/ WebGrants Number**	**DBHDS Point of Contact**

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		disorders. Funded services shall focus on recovery model and the use of best practices.			
	DEVELOPMENTAL SERVICES				
68	DD State Funds	Developmental disabilities appropriations fund programs that support people with developmental disabilities and their families.	General terms and conditions of the Performance Contract-P1636 See	Developmental Services (DD SGF) 0830 – 0000124083 Restricted baseline funding 2026.DD.CSBCode	Community Services Heather Norton Heather.norton@dbhds.virginia.gov
69	DD OBRA Funds	OBRA FUNDS are intended for ID/RC (DD)individuals residing in a nursing facility to better integrate them into the community through covering the costs of equipment purchases or program participation that is not covered by Medicaid OBRA funds are reserved for ID/RC (DD) individuals that have participated in a Preadmission/ Resident Review (PASRR) screening and that	General terms and conditions of the Performance Contract-P1636	Developmental Services (DD SGF) 0855 – 0000124083 Unrestricted baseline funding 2026.DD.CSBCode	Division of Developmental Services Martin Kurylowski martin.kurylowski@dbhds.virginia.gov Lisa Rogers lisa.rogers@dbhds.virginia.gov John Clay john.clay@dbhds.virginia.gov

	Funding Line-Item	**Appropriation Act Use/Restrictions**	**Additional Funding Requirements Found In**	**State General Fund Award Name/Coding/ WebGrants Number**	**DBHDS Point of Contact**

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		have had specialized services recommended.			
70	DD Rental Subsidies	State Budget Bill HB6001, Item 297, Section Z. (Ch. 2, 2024 Special Session I) - Funds shall be used to cover rent and utility assistance for participants with ID/DD and administrative fees for the partner agencies.	Exhibit D D0334	Developmental Services (DD SGF) 0922 – 0000124083 Restricted baseline funding 2026.DD.CSBCode	The Office of Community Housing Jeannie Cummins Jeannie.cummins@dbhds.virginia.gov Janna Wiener Janna.wiener@dbhds.virginia.gov
71	DD Crisis Stabilization - Children	State Budget Bill HB6001, Item 297, Section L. (Ch. 2, 2024 Special Session I) - Funds shall be used for crisis services for children with intellectual or developmental disabilities.	Exhibit D D3191 D3181	Developmental Services (DD SGF) 0923 – 0000124083 Restricted baseline funding 2026.DD.CSBCode	Crisis Support and Services Bill Howard william.howard@dbhds.virginia.gov Community Services Heather Norton heather.norton@dbhds.virginia.gov Linda Bassett linda.bassett@dbhds.virginia.gov
72	DD Crisis Stabilization - Children Regional	State Budget Bill HB6001, Item 297, Section L. (Ch. 2, 2024 Special Session I) - Funds shall be used for crisis services for children with intellectual or developmental disabilities.	Exhibit D D3181	Developmental Services (DD SGF) 0923 – 0000116676 Restricted baseline funding 2026.DD.CSBCode	Crisis Support and Services Bill Howard william.howard@dbhds.virginia.gov Community Services Heather Norton heather.norton@dbhds.virginia.gov Linda Bassett

	Funding Line-Item	**Appropriation Act Use/Restrictions**	**Additional Funding Requirements Found In**	**State General Fund Award Name/Coding/ WebGrants Number**	**DBHDS Point of Contact**

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					linda.bassett@dbhds.virginia.gov
73	DD Crisis Stabilization Adult	State Budget Bill HB6001, Item 297, Section Q. (Ch. 2, 2024 Special Session I) - Funds shall be used to provide community crisis intervention services in each region for individuals with intellectual or developmental disabilities and co-occurring mental health or behavioral disorders.	Exhibit D D3164	Developmental Services (DD SGF) 0993 – 0000124083 Restricted baseline funding 2026.DD.CSBCode	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov Community Services Heather Norton Heather.norton@dbhds.virginia.gov Linda Bassett Linda.bassett@dbhds.virginia.gov
74	DD Crisis Stabilization Adult - Regional	State Budget Bill HB6001, Item 297, Section Q. (Ch. 2, 2024 Special Session I) - Funds shall be used to provide community crisis intervention services in each region for individuals with intellectual or developmental disabilities and co-occurring mental health or behavioral disorders.	Exhibit D D3164	Developmental Services (DD SGF) Restricted baseline funding 0993-0000116676 2026.DD.CSBCode	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov Community Services Heather Norton Heather.norton@dbhds.virginia.gov Linda Bassett Linda.bassett@dbhds.virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
	GENERAL FUNDS 720 – CENTRAL OFFICE FUNDING				
	MENTAL HEALTH AND SUICIDE PREVENTION				
75	Suicide Prevention	Funding shall be used for a comprehensive statewide suicide prevention program. The Commissioner of the Department of Behavioral Health and Developmental Services, in collaboration with the Departments of Health, Education, Veterans Services, Aging and Rehabilitative Services, and other partners shall develop and implement a statewide program of public education, evidence-based training, health and behavioral health provider capacity-building, and related suicide prevention activity.	Exhibit D D1774	Mental Health and Suicide Prevention – Restricted baseline funding 72000-08230-XXX-01000-BHD78018-444002	Community BH Division Alisha Jarvis alisha.anthony@dbhds.virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
76	Mental Health First Aid	Funding shall be used to provide mental health first aid training and certification to recognize and respond to mental or emotional distress. Funding shall also be used to cover the cost of personnel dedicated to this activity, training manuals, and certification for all those receiving the training.	Exhibit G – Section 10	Mental Health and Suicide Prevention – Restricted baseline funding 72000-08230-XXX-01000-BHD78024-444002	Community BH Division Laura Robertson laura.robertson@dbhds.virginia.gov
	PROBLEM GAMBLING				
77	Recovery Services	Funding shall be used for problem gambling prevention, treatment, and recovery.	Exhibit G – Section 10 (Baseline Requirements) Exhibit D (Any additional requirements) D3073	Problem Gambling Appropriation 72000-08530-XXX-09039-BHD90000-499033	Community BH Division Anne Rogers Anne.Rogers@dbhds.virginia.gov
78	Behavioral Health Wellness	Funding shall be used for problem gambling prevention, treatment, and recovery.	Exhibit D Exhibit D3073 Exhibit D1959	Problem Gambling Appropriation 72000-09350-XXX-09039-BHD90000-499033	Community BH Division Anne Rogers Anne.Rogers@dbhds.virginia.gov
	COMMUNITY INTEGRATION				
79	LIPOS	Funding is provided to divert admissions from state hospitals by	Exhibit H of the Performance Contract P1636	Community Integration	Office of Patient Clinical Services

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
		purchasing acute inpatient or community-based psychiatric services at private facilities. This funding shall be allocated to Community Services Boards and a Behavioral Health Authority for such purpose in an efficient and effective manner so as not to disrupt local service contracts and to allow for expeditious reallocation of unspent funding between Community Services Boards and a Behavioral Health Authority.		72000-08830-XXX-01000-BHD90000-444002	Heather Rupe Heather.Rupe@dbhds.virginia.gov
80	Youth DAP	Funding shall be used to address census issues at state facilities by providing community-based services for children and adolescents determined clinically ready for discharge or for the diversion of admissions of children and adolescents to	Exhibit K of the Performance Contract P1636 (baseline requirements) Exhibit D (any other requirements) D3166	Community Integration 72000-08460-XXX-01000-BHD78026-444002	Office of Patient Clinical Services Heather Rupe Heather.Rupe@dbhds.virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
		state facilities by purchasing acute inpatient services, step-down services, or community-based services as an alternative to inpatient care.			
81	Adult DAP	Funding shall be used to address census issues at state facilities by providing community-based services for those individuals determined clinically ready for discharge or for the diversion of admissions to state facilities by purchasing acute inpatient or community-based psychiatric services.	Exhibit K of the Performance Contract P1636 (baseline requirements) Exhibit D (any other requirements) 8008.3014 D1916 D3089 D3091	Community Integration 72000-08460-XXX-01000-72000-08460-XXX-01000-BHD78025-444002	Office of Patient Clinical Services Heather Rupe Heather.Rupe@dbhds.virginia.gov
82	Chesapeake CPEP	Funding is provided for comprehensive psychiatric emergency programs (CPEP) – Provides $10 million in one-time funding for CPEPs or similar models of psychiatric care in emergency departments. This is a continuation	Exhibit D (as needed)	Community Integration 72000-08460-XXX-01000-0000123231-444002	Office of Patient Clinical Services Heather Rupe Heather.Rupe@dbhds.virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
		of the $10 million provided in the Chapter 1 budget in FY 2024.			
83	DAP Pilots	Funding is provided for the Department of Behavioral Health and Developmental Services (DBHDS) to pursue alternative inpatient options to state behavioral health hospital care or to increase capacity in the community for patients on the Extraordinary Barriers List through projects that will reduce census pressures on state hospitals. Proposals shall be evaluated on: (i) the expected impact on state hospital bed use, including the impact on the extraordinary barrier list; (ii) the speed by which the project can become operational; (iii) the start-up and ongoing costs of the project; (iv) the sustainability	Exhibit D (as needed)	Community Integration 72000-08790-XXX-01000-BHD90000-444002	Office of Patient Clinical Services Heather Rupe Heather.Rupe@dbhds.virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
		of the project without the use of ongoing general funds; (v) the alignment between the project target population and the population currently being admitted to state hospitals; and (vi) the applicant's history of success in meeting the needs of the target population. No project shall be allocated more than $2,500,000 each year. Projects may include public-private partnerships, to include contracts with private entities. The department shall give preference to projects that serve individuals who would otherwise be admitted to a state hospital operated by DBHDS, that can be rapidly implemented and provide the best long-term outcomes for patients. Consideration may be given to regional projects			

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
		addressing comprehensive psychiatric emergency services, complex medical and neuro-developmental needs of children and adolescents receiving inpatient behavioral health services and addressing complex medical needs of adults receiving inpatient behavioral health services.			
84	Supervised Residential Care	Funding is provided for supervised residential care for 100 individuals. The department shall give priority to projects that prioritize individuals on the state's extraordinary barriers list. Projects may include public-private partnerships, to include contracts with private entities. Notwithstanding any other provision of law, contracts entered	Exhibit D D3139	Community Integration 72000-07080-XXX-01000-0000124443-444002	Office of Patient Clinical Services Heather Rupe Heather.Rupe@dbhds.virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
		into pursuant to this paragraph shall be exempt from competition as otherwise required by the Virginia Public Procurement Act, §§ 2.2-4300 through 2.2-4377, Code of Virginia. The Department shall report quarterly on projects awarded with details on each project and its projected impact on the state's extraordinary barriers list. The report shall be submitted to the Chairs of House Appropriations and Senate Finance and Appropriations Committee no later than 30 days after each quarter ends.			
85	Mobile Crisis	Funding is provided for the one-time costs of establishing additional mobile crisis services in underserved areas.	Exhibit D D3103	Mobile Crisis 72000-08500-XXX-01000-0000124444-444002	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov
86	Dementia	Funding shall be used to support the diversion and	Exhibit D D3091 D3089	Community Integration	Office of Patient Clinical Services

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
		discharge of individuals with a diagnosis of dementia. Priority shall be given to those individuals who would otherwise be served by state facilities; to establish contracts to support the diversion and discharge into private settings of individuals with a diagnosis of dementia; for mobile crisis program targeted for individuals with a diagnosis of dementia; for pilot programs for individuals with dementia or geriatric individuals who may otherwise be admitted to a state facility.		72000-09722-XXX-01000-BHD90000-444002	Heather Rupe Heather.Rupe@dbhds.virginia.gov
87	ASAM 3.7	Funding is provided to support the costs of medically monitored high-intensity inpatient services (ASAM 3.7) for youth and adolescents with serious mental illness or substance use	Exhibit D (as needed)	ASAM 3.7 Medically Monitored 72000-09630-XXX-01000-BHD90000-444002	Office of Child and Family Services Katharine Hunter Katharine.Hunter@dbhds.virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
		disorder who may otherwise require inpatient hospitalization.			
88	Geriatric Specialists	Funding is provided for geriatric behavioral specialists to provide training and consultative services and support.	Exhibit D D3180	72000-07160-XXX-01000-BHD90000-499033	Community Integration Office of Patient Clinical Services Heather Rupe Heather.Rupe@dbhds.virginia.gov
89	Workforce Development (Supplemental Funding)	Funding shall be provided to grow the Virginia Community Services Board (CSB) workforce. The Department of Behavioral Health and Developmental Services (DBHDS) shall allocate the funding based on the size of the CSB or behavioral health authority's workforce. The funding may be used to support paid internships and scholarship opportunities for students or staff earning behavioral health or other relevant certifications and degrees at two-	Exhibit D D3138	2000-09600-XXX-01000-0000125164-499014-Restricted	Office of Enterprise Management Services Chaye Neal-Jones Chaye.neal-jones@dbhds.virginia.gov

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	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
		and four-year colleges and universities and other educational career development settings, to cover clinical supervision hours, for reimbursement for the costs of obtaining licenses, certification, and exams necessary for employment in relevant careers, to provide loan repayment, and other initiatives that may assist in growing the CSB workforce.			

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AMENDMENT 4 AMENDED AND RESTATED FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT MASTER AGREEMENT SUPPLEMENTAL DOCUMENT Exhibit I: IT SECURITY AND COMPLIANCE Contract No. P1636.4

As the healthcare technology landscape continues to evolve, it is important for all healthcare operations to responsibly leverage new technology to improve patient care and business operations.

DBHDS recognizes that CSBs are healthcare entities subject to various federal and state regulation including but not limited to HIPAA and 42 CFR Part 2. To support compliance with these regulations, the Department and CSBs will establish a collaborative workgroup by the end of the first quarter of the 2027 fiscal year. The workgroup will develop IT Security and Compliance protocols to protect sensitive healthcare data and protect both parties from unnecessary data security risk.

The below, baseline requirements exist today. The workgroup may identify more requirements for this section to be included in future agreements.

Background

The Department expects all CSBs to comply with the IT Security and Artificial Intelligence requirements outlined in this section. These requirements align with current Commonwealth of Virginia Executive Orders, as well as applicable state and federal laws and regulations.

The Parties acknowledge that security standards will continue to evolve, and updates may be required as future versions of standards are released. DBHDS will monitor security and reporting initiatives related to the overall security posture and will coordinate with CSBs in a timely manner to implement evolving controls and address new security requirements.

Scope

The Department, as a healthcare oversight agency, is required to ensure IT Security and Compliance for all systems owned and operated by the Department. Further, the Department is required to ensure all data entering IT systems owned and operated by the Department, via integration or other means, do not pose avoidable risks to data security.

CSBs are responsible for the compliance of their business and data systems in accordance with federal and state laws and regulations. The Department does not oversee or bear any responsibility for a CSB's use of security controls, artificial intelligence tools, tools, processes and workflows that do not impact data or IT systems owned or operated by the department.

IT Security and Compliance

Regardless of other provisions in this agreement, each CSB must comply with State Code § 2.2-5514, "Prohibited products and services and required incident reporting."

Access Control for Department Systems

CSBs are responsible for managing the access their employees receive to Department owned or operated systems if such access is granted based upon an individual's business needs associated with the CSB. The aforementioned workgroup will develop processes and procedures for cataloging all DBHDS systems to which CSB users have access as well as the process CSBs will use to notify DBHDS of the occurrence of, or need for access suspension. CSBs will be responsible for maintaining documentation of their users'

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access to DBHDS systems and must notify the established DBHDS IT points of contact in a timely manner when access changes are needed, access is no longer required, personnel are terminated, or a breach occurs.

Artificial Intelligence (AI)

The Commonwealth of Virginia recognizes the value of Artificial Intelligence (AI) technologies and has implemented guardrails to protect the privacy, security, and confidentiality of Commonwealth applications and data.

The VITA Policy Standards for the Utilization of Artificial Intelligence by the Commonwealth of Virginia govern the Department's use of these tools and may govern interactions between the parties in cases involving sensitive information.

Finally, under no circumstances will an unauthorized AI tool have access to DBHDS systems directly or indirectly via access to CSB systems. This is to maintain compliance with the VITA Enterprise Architecture Standard (EA225) which requires compliance with all applicable solution business requirements, including design/architecture, availability/performance, capacity, continuity, integration/interoperability, technology, and security requirements outlined in the standard.

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AMENDMENT 4 AMENDED AND RESTATED FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT MASTER AGREEMENT – SUPPLEMENTAL DOCUMENT
Contract No. P1636.4

The CSB and the Department agree to comply with the requirements set forth in the Settlement Agreement for *United States v. Commonwealth of Virginia*, Civil Action No. 3:12cv00059-JAG, entered by the U.S. District Court for the Eastern District of Virginia on August 23, 2012 [Section IX.A, p. 36], and the subsequent Permanent Injunction in the same case, filed on January 15, 2025, between the U.S. Department of Justice (DOJ) and the Commonwealth of Virginia. This includes the terms of the Permanent Injunction, as well as the compliance indicators agreed to by the parties and filed with the Court on January 14, 2020.

Sections identified in text or brackets refer to sections in the agreement requirements that apply to the target population defined in section III.B of the Agreement: individuals with developmental disabilities who currently reside in training centers, (ii) meet criteria for the DD Waiver waiting list, including those currently receiving DD Waiver services, or (iii) reside in a nursing home or an intermediate care facility (ICF).

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

1.) Case Managers or Support Coordinators shall provide anyone interested in accessing DD Waiver Services with a DBHDS provided resource guide (i.e. the Individual and Family Support Program (IFSP) First Steps Document) that contains information including but not limited to case management eligibility and services, family supports- including the IFSP Funding Program, family and peer supports, and information on the My Life, My Community Website, information on how to access REACH services, and information on where to access general information. [section III.C.2. a-f, p. 1].

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

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

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4.) DBHDS shall develop and make available training for CSB case managers and leadership staff on how to assess change in status and that ISPs are implemented appropriately. DBHDS shall provide a tool with elements for the case managers to utilize during face-to-face visits to assure that changes in status as well as ISP are implemented appropriately and documented.
   a. CSB shall ensure that all case managers and case management leadership complete the training that helps to explain how to identify change in status and that elements of the ISP are implemented appropriately prior to using the On-Site Visit Tool. The CSB shall deliver the contents of the DBHDS training through support coordinator supervisors or designated trainers to ensure case managers understand the definitions of a change in status or needs and the elements of appropriately implemented services, as well as how to apply and document observations and needed actions.
   b. CSB shall ensure that all case managers use the DBHDS On-Site Visit Tool during one face-to-face visit each quarter for individuals with Targeted Case Management and at one face-to-face visit per month for individuals with Enhanced Case Management to assess at whether or not each person receiving services under the waiver experienced a change in status and to assess whether or not the ISP was implemented appropriately. The completed On-Site Visit Tool and from the visit that will be available to DBHDS within 30 days of completion.

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

6.) **Key indicators** - The CSB shall report key indicators, selected from relevant domains in section V.D.3 on page 24, from the case manager's or support coordinator's face-to-face visits and observations and assessments [section V.F.5, p 27]. Reporting in WaMS shall include the provision of data and actions related to DBHDS defined elements regarding a change in status or needs and the elements of appropriately implemented services in a format, frequency, and method determined by DBHDS [section III.C.5.b.i.].

7.) Enhanced Case Management (ECM) **Face-to-Face Visits** - The individual's case manager or support coordinator shall meet with the individual face-to-face at
least every calendar month, and at least one such visit every two months must be in the individual's place of residence, for any individuals who [section V.F.3, pages 26 and 27]:
   a. Receive services from providers having conditional or provisional licenses;
   b. Have more intensive behavioral or medical needs as defined by the Supports Intensity Scale category representing the highest level of risk to individuals
   c. Have an interruption of service greater than 30 days;
   d. Encounter the crisis system for a serious crisis or for multiple less serious crises within a three-month period;
   e. Have transitioned from a training center within the previous 12 months; or
   f. Reside in congregate settings of five or more individuals. Refer to Enhanced Case Management Criteria Instructions and Guidance and the Case Management Operational Guidelines issued by the Department.
   g. The status of any individual receiving Enhanced Case Management (ECM) may be reviewed after 90 days to determine whether continued ECM support is necessary. This review must be documented in the individual's record and must include a description of the individual's status at the time of the decision, along with justification for the reason(s) continued ECM support is not required.
   h. The Case Manager or Support Coordinator (SC) shall provide each individual receiving Developmental Disabilities (DD) Waiver services, and the Substitute Decision-Maker (SDM), if applicable, with a choice of qualified service providers. This choice shall be presented prior to any discussion of service options.
   i. The SC shall furnish the DBHDS Service Selection Guide to the individual and, where applicable, the SDM. The guide shall be provided in either electronic or printed format prior to the presentation of provider options.

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j. Provider options shall be based on the individual's expressed preferences and shall include, but not be limited to, community non-waiver services and resources, Community Services Board (CSB) providers, and non-CSB waiver providers.
k. The SC shall document the individual's and, if applicable, the SDM's provider selection using the Virginia Informed Choice Form. This form shall be completed within the Waiver Management System (WaMS) for all referrals to the Regional Support Team (RST) [section III.C.5.c, p. 8].
l. The CSB SC shall complete the Virginia Informed Choice Form to document both provider and SC selection upon initiation of a new service request; when a change occurs in provider, service, or service setting; when the individual expresses dissatisfaction with a current service or provider; and no less than once annually.
m. The CSB will document the selected Support Coordinator's name on the Virginia Informed Choice form to indicate individuals, and as applicable Substitute Decision-Maker's, choice of the assigned SC.

8.) **Support Coordinator Quality Review (SCQR)** - The CSB shall complete the Support Coordinator Quality Review process for a statistically significant sample size as outlined in the Support Coordinator Quality Review Process.
a. DBHDS shall annually pull a statistically significant stratified sample of individuals receiving HCBS waiver and send this to the CSB to be utilized to complete the review.
b. Each year, the CSB shall complete the number of Support Coordinator Quality Reviews and provide data to DBHDS as outlined by the process.
c. DBHDS shall analyze the data submitted to determine the following elements are met:
    i. The CSB offered each person the choice of case manager/provider
    ii. The case manager assesses risk, and risk mitigation plans are in place
    iii. The case manager assesses whether the person's status or needs for services and supports have changed and the plan has been modified as needed.
    iv. The case manager assists in developing the person's ISP that addresses all of the individual's risks, identified needs and preferences.
    v. The ISP includes specific and measurable outcomes, including evidence that employment goals have been discussed and developed, when applicable.
    vi. The ISP was developed with professionals and nonprofessionals who provide individualized supports, as well as the individual being served and other persons important to the individual being served.
    vii. The ISP includes the necessary services and supports to achieve the outcomes such as medical, social, education, transportation, housing, nutritional, therapeutic, behavioral, psychiatric, nursing, personal care, respite, and other services necessary.
    viii. Individuals have been offered choice of providers for each service.
    ix. The case manager completes face-to-face assessments that the individual's ISP is being implemented appropriately and remains appropriate to the individual by meeting their health and safety needs and integration preferences.
    x. The CSB has in place and the case manager has utilized where necessary, established strategies for solving conflict or disagreement within the process of developing or revising ISPs, and addressing changes in the individual's needs, including, but not limited to, reconvening the planning team as necessary to meet the individuals' needs.
d. DBHDS shall review the data submitted and complete a semi-annual report that includes a review of data from the Support Coordinator Quality Reviews and provide this information to the CSB. To assure consistency between reviewers, DBHDS shall complete an inter-rater reliability process.
e. If two or more records do not meet 86% compliance for two consecutive quarters, the CSB shall receive technical assistance provided by DBHDS. As requested by DBHDS, the CSB will submit a performance improvement plan when two or more indicators (Item 9c above) are found to be below 60% during any year reviewed.

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f. The CSB shall cooperate with DBHDS and facilitate its completion of on-site annual retrospective reviews at the CSB to validate findings of the CSB Support Coordinator Quality Review to provide technical assistance for any areas needing improvement.

9.) **Education about Integrated Community Options** - Case managers or support coordinators shall offer education about integrated community options to any individuals living outside of their own or their families' homes and, if relevant, to their authorized representatives or guardians [section III.D.7, p. 14]. Case managers shall offer this education at least annually through the completion of the Virginia Informed Choice form 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

10.) **Co-occurring Mental Health conditions or engaging in challenging behaviors** for individuals receiving case management services identified to have co-occurring mental health conditions or engaging in challenging behaviors, the individual's case manager or support coordinator shall assure that effective community based behavioral health and/or behavioral supports and services are identified and accessed where appropriate and available.
a. If the case manager or support coordinator incurs capacity issues related to accessing needed behavioral support services in their designated Region, every attempt to secure supports should be made to include adding the individual to several provider waitlists (e.g., based upon individualized needs, this may be inclusive of psychotherapy, psychiatry, counseling, applied behavior analysis/positive behavior support providers, etc.) and following up with these providers quarterly to determine waitlist status. [SA. Provision: III.C.6.a.i-iii Filing reference: 7.14, 7.18]
b. DBHDS will provide the practice guidelines and a training program for case managers regarding the minimum elements that constitute an adequately designed behavioral program, as provided under Therapeutic Consultation waiver services, and what can be observed to determine whether the plan is appropriately implemented. The CSB shall ensure that all case managers and case management leadership complete the training such that case managers are aware of the practice guidelines for behavior support plans and of key elements that can be observed to determine whether the plan is appropriately implemented. [SA. Provision: III.C.6.a.i-iii Filing reference: 7.16, 7.20]

11.) The CSB shall identify children and adults who are at risk for crisis through the standardized on-site visit tool or through the utilization of the crisis elements contained in the tool at intake, and if the individual is identified as at risk for crisis or hospitalization, shall refer the individual to REACH. [SA. Provision: III.C.6.a.i-iii Filing reference: 7.2]

12.) **Enhanced Case Management -** For individuals who receive enhanced case management, the case manager or support coordinator shall utilize the standardized on-site visit tool during monthly visits; for individuals that receive targeted case management, the case manager or support coordinator shall use the standardized on-site visit tool during quarterly visits. Any individual that is identified as at risk for crisis shall be referred to REACH. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.3] This tool can be adapted to electronic health records when all elements of the standardized format are included.

13.) The CSB shall ensure that CSB Executive Directors, Developmental Disability Directors, case management or support coordination supervisors, case managers or support coordinators, and intake workers participate in training on how to identify children and adults who are at risk for going into crisis.

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a. CSBs shall ensure that training on identifying risk of crisis for intake workers and case managers (or support coordinators) shall occur within 6 months of hire. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.5]

14.) The CSB shall provide data on implementation of the crisis elements as requested by DBHDS when it is determined that an individual with a developmental disability has been hospitalized and has not been referred to the REACH program.

a. The CSB shall provide to DBHDS upon request copies of the on-site visit tool, or documentation of utilization of the elements contained within the tool during a crisis screening, for quality review purposes to ensure the tool is being implemented as designed and is appropriately identifying people at risk of crisis. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.6]
b. DBHDS shall develop a training for the CSB to utilize when training staff on assessing an individual's risk of crisis/hospitalization.
c. DBHDS shall initiate a quality review process to include requesting documentation for anyone psychiatrically hospitalized who was not referred to the REACH program and either actively receiving case management during the time frame or for whom an intake was completed prior to hospitalization. The CSB shall promptly, but within no more than 5 business days, provide the information requested.
d. DBHDS shall request information to verify presence of DD diagnosis for persons who are psychiatrically hospitalized and are not known to the REACH program. The CSB shall promptly, within 5 business days, provide the information requested. [S.A. Provision: III.C.6.b.ii.A Filing references 8.6, 8.7]

15.) **CSB Case manager shall work with the REACH program** to identify a community residence within 30 days of admission to the program including making a referral to the RST when the system has been challenged to find an appropriate provider within this timeframe.

a. If a waiver eligible individual is psychiatrically hospitalized, is a guest at a REACH Crisis Therapeutic Home (CTH), or is residing at an Adult Transition Home and requires a waiver to obtain a community residence, the CSB shall submit an emergency waiver slot request. [S.A. Provision III.C.6.b.ii.A Filing reference 10.2]

16.) **CSB emergency services** shall be available 24 hours per day and seven days per week, staffed with clinical professionals who shall be able to assess crises by phone, assist callers in identifying and connecting with local services, and, where necessary, dispatch at least one mobile crisis team member adequately trained to address the crisis for individuals with developmental disabilities [section III.C.6.b.i.A, p. 9].

a. The mobile crisis team shall be dispatched from the Regional Education Assessment Crisis Services Habilitation (REACH) program that is staffed 24 hours per day and seven days per week by qualified persons able to assess and assist individuals and their families during crisis situations and that has mobile crisis teams to address crisis situations and offer services and support on site to individuals and their families within one hour in urban areas and two hours in rural areas as measured by the average annual response time [section III.C.6.b.ii, pages 9 and 10].
b. All Emergency services staff and their supervisors shall complete the REACH training, created and made available by DBHDS, that is part of the emergency services training curriculum.
c. DBHDS shall create and update a REACH training for emergency staff and make it available through the agency training website.
d. CSB emergency services shall notify the REACH program of any individual suspected of having a developmental disability who is experiencing a crisis and seeking emergency services as soon as possible, preferably prior to the initiation of a preadmission screening evaluation in order to allow REACH and emergency services to appropriately divert the individual from admission to psychiatric inpatient services when possible.
e. If the CSB has an individual receiving services in the REACH CTH program with no plan for discharge to a community residence and a length of stay that shall soon exceed 30 concurrent days, the CSB Executive Director or his or her designee shall provide a weekly update describing efforts to achieve an

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appropriate discharge for the individual to the Department's Assistant Commissioner of Developmental Services or his/her designee.

f. DBHDS shall notify the CSB Executive Director or designee when it is aware of a person at the REACH CTH who is nearing a 30-day concurrent stay.

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

a. CSB case managers shall take the on-line case management training modules and review the case management manual within 30 days of hire.
b. CSB case managers shall initiate meaningful employment conversations with individuals starting at the age of 14 until the age of retirement (65).
c. CSB case managers shall discuss employment with all individuals, including those with intense medical or behavioral support needs, as part of their ISP planning processes.
d. CSB case managers shall document goals for or toward employment for all individuals 18-64 or the specific reasons that employment is not being pursued or considered.
e. DBHDS shall maintain training and tools for case managers regarding meaningful conversation about employment, including for people with complex medical and behavioral support needs. The CSB shall utilize this training, the SC Employment Module, with its staff and document its completion within 30 days of hire.

18.) CSB case managers or support coordinators shall liaise with the Department's regional community resource consultants regarding responsibilities as detailed in the Performance Contract [section III.E.1, p. 14].

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

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

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

22.) CSB case managers or support coordinators and PSTs shall assist individuals and, where applicable, their authorized representatives in choosing providers after providing the opportunities described in subsection 13 above and ensure that providers are timely identified and engaged in preparing for individuals' transitions [section IV.B.9.c, p.17]. Case managers or support coordinators shall provide information to the Department about barriers to discharge for aggregation and analysis by the Department for ongoing quality improvement, discharge planning, and development of community-based services [IV.B.14, p. 19].

23.) In coordination with the Department's Post Move Monitor, the CSB shall conduct post- move

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

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

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

26.) CSBs shall participate with the Department to collect and analyze reliable data about individuals Receiving services under this Agreement from each of the following areas:

a. safety and freedom from harm
b. physical, mental, and behavioral
c. avoiding crises
d. choice and self-determination
e. community inclusion, health and well-being
f. access to services
g. provider capacity
h. stability [section V.D.3, pgs. 24 & 25]

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

29.) CSB's shall review and provide annual feedback on the Quality Review Team (QRT) End of Year Report.

30.) CSBs shall participate in DBHDS initiatives that ensure the reliability and validity of data submitted to the Department. Participation may include reviews of sampled data, the comparison of data across DBHDS and CSB systems, and the involvement of operational staff to include information technology. Meeting frequency shall be semi-annually, but not more than monthly depending on the support needed.

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

32.) The CSB shall cooperate with the Department and any designated third-party vendors in the implementation of the National Core Indicators (NCI) Surveys and Quality Service Reviews (QSRs) for individuals selected to participate under the Agreement. Such cooperation shall include: (i) notifying individuals and their authorized representatives of their selection for participation in NCI individual surveys or QSRs; (ii) providing timely access to requested information, including health records; (iii) assisting with individual-specific follow-up activities as necessary; and (iv) completing NCI surveys. [section V.I, p. 28].

33.) The CSB shall notify the community resource consultant (CRC) and regional support team (RST) in the following circumstances using the RST referral form in the waiver management system (WaMS) application to enable the RST to monitor, track, and trend community integration and challenges that require further system development:

a. within five calendar days of an individual being presented with any of the following residential options: an ICF, a nursing facility, a training center, or a group home/congregate setting with a licensed capacity of five beds or more;
b. if the CSB is having difficulty finding services within 30 calendar days after the individual's enrollment in the waiver; or
c. immediately when an individual is displaced from his or her residential placement for a second time [sections III.D.6 and III.E, p. 14].

34.) DBHDS shall provide data to CSBs on their compliance with the RST referral and implementation process.

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a. DBHDS shall provide information quarterly to the CSB on individuals who chose less integrated options due to the absence of something more integrated at the time of the RST review and semi-annually
b. DBHDS shall notify CSBs of new providers of more integrated services so that individuals who had to choose less integrated options can be made aware of these new services and supports.
c. CSBs shall offer more integrated options when identified by the CSB or provided by DBHDS.
d. CSBs shall accept technical assistance from DBHDS if the CSB is not meeting expectations.

35.) Case managers or support coordinators shall collaborate with the CRC to ensure that person-centered planning and placement in the most integrated setting appropriate to the individual's needs and consistent with his or her informed choice occur [section III.E.1- 3, p. 14].
a. CSBs shall collaborate with DBHDS CRCs to explore community integrated options including working with providers to create innovative solutions for people.
b. The Department encourages the CSB to provide the Independent Reviewer with access to its services and records and to individuals receiving services from the CSB; however, access shall be given at the sole discretion of the CSB [section VI.G, p. 31].

36.) **Developmental Case Management Services**
a. Case managers or support coordinators employed or contracted by the CSB shall meet the knowledge, skills, and abilities qualifications in the Case Management Licensing Regulations, 12 VAC 35-105-1250. During its inspections, the Department's Licensing Office may verify compliance as it reviews personnel records.
b. Reviews of the individual support plan (ISP), including necessary assessment updates, shall be conducted with the individual quarterly or every 90 days and include modifications in the ISP when the individual's status or needs and desires change.
c. During its inspections, the Department's Licensing Office may verify this as it reviews the ISPs including those from a sample identified by the CSB of individuals who discontinued case management services.
d. The CSB shall ensure that all information about each individual, including the ISP and VIDES, is imported from the CSB's electronic health record (EHR) or through WaMS direct entry (see 36.e.) to the Department on or prior to the effective date of the ISP through an electronic exchange mechanism mutually agreed upon by the CSB and the Department into the electronic waiver management system (WaMS). CSBs must continue to provide the information to provider agencies in a timely manner to prevent any interruption in an individual's services.

i. full name
ii. social security number
iii. Medicaid number
iv. CSB unique identifier
v. current physical residence address
vi. living situation (e.g., group home
vii. family home, or own home)
viii. level of care information
ix. change in status
x. terminations
xi. transfers
xii. waiting list information
xiii. bed capacity of the group home if that is chosen
xiv. Current support coordinator's name

e. If the CSB is unable to submit via the data exchange process, it shall enter this data directly through WaMS, when the individual is entered the first time for services, or when his or her living situation changes, her or his ISP is reviewed annually, or whenever changes occur, including the individual's Race and the following information:

f. Case managers or support coordinators and other CSB staff shall comply with the SIS® Administration Process and any changes in the process within 30 calendar days of notification of the changes.

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g. Case managers or support coordinators shall notify the Department's service authorization staff that an individual has been terminated from all DD waiver services within 10 business days of termination.
h. Case managers or support coordinators shall assist with initiating services within 30 calendar days of waiver enrollment and shall submit Request to Retain Slot forms as required by the Department. All written denial notifications to the individual, and family/caregiver, as appropriate, shall be accompanied by the standard appeal rights (12VAC30-110).
i. Case managers or support coordinators shall complete the level of care tool for individuals requesting DD Waiver services within 60 calendar days of application for individuals expected to present for services within one year.
j. Case managers or support coordinators shall comply with the DD waitlist process, DD waitlist review process and slot assignment process and implement any recommendations or changes in the processes within 30 calendar days of written notice from the Department.

37.) **Targeted Technical Assistance**

a. The CSB shall participate in technical assistance as determined by the Case Management Steering Committee. Technical assistance may be comprised of virtual or on-site meetings, trainings, and record reviews related to underperformance in any of the following areas monitored by the committee: Regional Support Team referrals, Support Coordination Quality Review results, Individual Support Plan entry completion, and case management contact data.
b. DBHDS shall provide a written request that contains specific steps and timeframes necessary to complete the targeted technical assistance process.
c. The CSB shall accommodate technical assistance when recommended within 45 days of the written request.
d. CSB failure to participate in technical assistance as recommended or demonstrate improvement within 12 months may result in further actions under Exhibit I of this contract.

38.) CSB Quality Improvement Committees will review annually the DMAS-DBHDS Quality Review Team's End of Year report on the status of the performance measures included in the DD HCBS Waivers' Quality Improvement Strategy with accompanying recommendations to the DBHDS Quality Improvement Committee. CSB documentation of these reviews and resultant CSB-specific quality improvement activities will be reported to DBHDS within 30 days of receiving the report.

39.) **Support Coordination Training Requirements**

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DD Support Coordination Training Requirements			
Training	**Location**	**Timeframe**	**Supplemental Information**
General Orientation	CSB per 12VAC35-105-450	w/in 15 days of hire	https://law.lis.virginia.gov/admincode/title12/agency35/chapter105/section440/
SC Modules 1-10	https://sccmtraining.partnership.vcu.edu/sccmtrainingmodules/	w/in 30 days of hire	https://dbhds.virginia.gov/case-management/dd-manual/
SC Employment Module	https://covlc.virginia.gov/ [keyword search: Employment]	w/in 30 days of hire	https://dbhds.virginia.gov/developmental-services/employment/
Independent Housing Curriculum for SCs	https://covlc.virginia.gov/ [keyword search: Housing]	w/in 30 days of hire	https://dbhds.virginia.gov/developmental-services/housing/
KSA related trainings for DD TCM only	CSB per 12VAC30-50-490	8 hours annually	https://law.lis.virginia.gov/admincode/title12/agency30/chapter50/section490/
Behavioral Training	https://covlc.virginia.gov/ [keyword search: Behavioral]	w/in 180 days of hire	https://dbhds.virginia.gov/developmental-services/behavioral-services/
On-site Visit Tool (OSVT) Training	https://dbhds.virginia.gov/wp-content/uploads/2022/03/osvt-training-slides-understanding-change-in-status-10.30.20-final-sm.pptx	Prior to use	https://dbhds.virginia.gov/case-management/dd-manual/
Completing the Crisis Risk Assessment Elements of the OSVT	https://covlc.virginia.gov/ [keyword search: Crisis]	Prior to use	https://dbhds.virginia.gov/case-management/dd-manual/
Understanding PC ISP v4.0 Parts I-IV	https://vimeo.com/1008790734/700ec3fddc	Prior to facilitating an ISP meeting	https://dbhds.virginia.gov/wp-content/uploads/2024/09/ISP_JA_WhatsNewV4-071924-final.pdf
Individual Support Plan (ISP) Modules 1-5	https://covlc.virginia.gov/ [keyword search: ISP] [keyword search: ISP]	Prior to facilitating an ISP meeting	https://dbhds.virginia.gov/developmental-services/provider-network-supports/https://dbhds.virginia.gov/developmental-services/provider-network-supports/
HCBS Rights Training	https://www.medicaid.gov/medicaid/ home-community-based-services/home-community-based-services-training-series	Prior to site visits	Responsibility of the provider and not offered by DBHDS

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AMENDMENT 4
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT – SUPPLEMENTAL DOCUMENT
ADDENDUM I
ADMINISTRATIVE REQUIREMENTS AND PROCESSES AND PROCEDURES
Contract No. P1636.4

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I. Background

The Administrative Requirements and Processes and Procedures include statutory, regulatory, policy, process and procedures and other requirements that are not expected to change frequently. The CSB and the Department shall comply with these requirements and processes and procedures. This document is incorporated into and made a part of the Community Services Performance Contract (PC) by reference. The Department will work with the CSBs regarding any substantive changes to this document, with the exception of changes in statutory, regulatory, policy, or other requirements.

The provisions of this agreement apply to all CSBs, Chapter 5 Section 37.2-100 defines the four types of CSB organizational structure and Chapter 6 Section 37.2-601 further defines the organizational structure of a Behavioral Health Authority (BHA). As such, the precise application of these provisions will vary across the different organizational types. All CSBs are required to meet the provisions herein, but some CSBs may meet said provisions by their nature as subsections of a local government or similar. This agreement does not, in any way, seek to contradict or otherwise be in opposition to local government policy/procedure as it applies to any of the subject matter discussed.

An illustrative example: All CSBs are required to have an annual audit. Operational CSBs must conduct this audit by contracting with an appropriate third party. Administrative Policy CSBs may satisfy this requirement by ensuring the CSB is included appropriately in the required annual audit conducted by the local governing body.

II. CSB Requirements

A. Financial Management Requirements, Policies, and Procedures
CSB's financial management and accounting system shall operate and produce financial statements and reports in accordance with Generally Accepted Accounting Principles, compliance with requirements of Governmental Accounting Standards Board (GASB), and Code of Federal Regulations, 2 CFR Part 200.

1. **Accounting:** CSBs shall account for all service and administrative expenses accurately and submit timely reports to the Department to document these expenses.

2. **Annual Independent Audit:** CSBs shall obtain an independent annual audit conducted by certified public accountants.
    a. Audited financial statements shall be prepared in accordance with generally accepted accounting principles (GAAP) and compliance with Code of Federal Regulations, 2 CFR Part 200.
    b. Copies of the audit and the accompanying management letter shall be provided to the Office of Budget and Financial Reporting in the Department and to each local government that established the CSB.
    c. Deficiencies and exceptions noted in an audit or management letter shall be resolved or corrected in a timely manner defined more precisely through discussions between the CSB and the Department.
    d. For a CSB that is included in the annual audit of its local government.
        i. Copies of the applicable portions of the accompanying management letter shall be provided to the Office of Budget and Financial Reporting in the Department.
        ii. Deficiencies and exceptions noted in a management letter shall be resolved or corrected in a timely manner defined more precisely through discussions between the CSB, the local government entity and the Department.

3. **Federal Audit Requirements:** When the Department issues subawards of federal grants to a CSB, the CSB shall satisfy all federal government audit requirements.

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4. **Subcontractor Audits:** The CSB shall obtain, review, and take any necessary actions on audits of any subcontractors that provide services that are procured under the Virginia Public Procurement Act and included in a CSB's performance contract. The CSB shall provide copies of these audits to the Office of Budget and Financial Reporting in the Department.
5. **Bonding:** CSB employees with financial responsibilities shall be bonded in accordance with local financial management policies.
6. **Fiscal Policies and Procedures:** A CSB's written fiscal policies and procedures shall conform to applicable local government policy or, in absence of local governing requirements, State Board policies and Departmental Policies and procedures.
7. **Additional Financial Management Requirements:** The CSB shall comply with the following requirements, as applicable.
    a. CSBs may not use the same Certified Public Accountant (CPA) for both production of their annual financial statements and execution of their independent audit.
    b. Operating CSBs and the BHA shall rebid their CPA audit contracts at least every five (5) years once the current CPA contracts expire. CSB's will ensure their contract with the audit firm gives them the right to rebid annual audit services if the firm is more than 60 days late for two consecutive years.
    c. All CSB bank accounts shall be reconciled monthly, with the appropriate segregation of duties, and a designated staff person not involved in preparing the reconciliation shall approve it.
    d. A contract administrator shall be identified for each contract for the purchase of services entered into by the CSB, and every contract shall be signed, with the appropriate segregation of duties by a designated staff person, and each other party to the contract, where applicable.
    e. A designated staff person shall approve and document each write-off of account receivables for services to individuals. The CSB shall maintain an accounts receivable aging schedule, and debt that is deemed to be uncollectable shall be written off periodically. The CSB shall maintain a system of internal controls including separation of duties to safeguard accounts receivable assets. A designated staff person who does not enter or process the CSB's payroll shall certify each payroll.
    f. Documentation for all expenditures must adhere to the respective fund requirements for both state and federal funding sources.
    g. The CSB shall maintain an accurate list of fixed assets as defined by the state and federal policies.
    h. Access to the CSB's information system shall be controlled and properly documented. Access shall be terminated in a timely manner when a staff member is no longer employed by the CSB to ensure security of confidential information about individuals receiving services and compliance with the Health Insurance Portability and Accountability Act of 1996 and associated federal or state regulations.
    i. The CSB shall assess operating reserves at least monthly to ensure it maintains an operating reserve of funds sufficient to cover at least two months of personnel and operating expenses and ensure that the CSB's financial position is sound.
    j. At any point during the term of this contract, if it determines that its operating reserve is less than two months, the CSB shall notify the Department within 10 business days of the determination and work with the Department to develop a corrective action plan to increase the reserve to at least two months in a reasonable agreed upon timeframe.

B. Procurement Requirements, Policies, and Procedures

CSBs shall have written procurement policies and procedures that comply with the Virginia Public Procurement Act.

C. Reimbursement Requirements, Policies, and Procedures

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1. **Reimbursement System:** Each CSB's reimbursement system shall comply with § 37.2-504 and § 37.2-511 or § 37.2-605 and § 37.2-612 and with § 20-61 of the Code of Virginia and State Board Policy 6002 (FIN) 86-14. Its operation shall be described in organizational charts identifying all staff positions, flow charts, and specific job descriptions (as they relate to reimbursement policy/process) for all personnel involved in the reimbursement system.

2. **Policies and Procedures:** Written fee collection policies and procedures shall be adequate to maximize fees from individuals and responsible third-party payers.

3. **Schedule of Charges:** A schedule of charges shall exist for all services that are included in the CSB's performance contract, shall be related reasonably to the cost of the services, and shall be applicable to all recipients of the services.

4. **Ability to Pay:** A method, approved by a CSB's board of directors that complies with applicable state and federal regulations shall be used to evaluate the ability of each individual to pay fees for the services he or she receives.

5. **Medicaid and Medicare Regulations:** CSBs shall comply with applicable federal and state Medicaid and Medicare regulations, policies, procedures, and provider agreements. Medicaid non-compliance issues identified by Department staff will be communicated to the Department of Medical Assistance Services.

D. Human Resource Management Requirements, Policies, and Procedures

1. **Statutory Requirements:** The CSB shall operate a human resource management program that complies with state and federal statutes, regulations, and policies.

2. **Policies and Procedures:** If the CSB is not otherwise required to adhere to local government human resource management requirements, policies, and procedures, written human resource management policies and procedures shall include a classification plan and uniform employee pay plan and, at a minimum, shall address:
   a. nature of employment;
   b. equal employment opportunity;
   c. recruitment and selection;
   d. criminal background and reference check requirements;
   e. classification and compensation, including a uniform employee pay plan;
   f. employment medical examinations (e.g., TB);
   g. nepotism (employment of relatives);
   h. probationary period;
   i. initial employee orientation;
   j. transfer and promotion;
   k. termination, layoff, and resignation;
   l. benefits, including types and amounts of leave, holidays, and health, disability, and other insurances;
   m. hours of work;
   n. outside employment;
   o. professional conduct;
   p. employee ethics;
   q. compliance with state Human Rights Regulations and the CSB's local human rights policies and procedures;

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r. HIPAA compliance and privacy protection;
s. compliance with the Americans with Disabilities Act;

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t. conflicts of interests and compliance with the Conflict of Interests Act;
u. compliance with Fair Labor Standards Act, including exempt status, overtime, and compensatory leave;
v. drug-free workplace and drug testing;
w. maintenance of a positive and respectful workplace environment;
x. prevention of sexual harassment;
y. prevention of workplace violence;
z. whistleblower protections;
aa. smoking;
bb. computer, internet, email, and other electronic equipment usage;
cc. progressive discipline (standards of conduct);
dd. employee performance evaluation;
ee. employee grievances;
ff. travel reimbursement and on-the-job expenses;
gg. employee to executive director and board of directors contact protocol; and
hh. communication with stakeholders, media, and government officials

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3. **Job Descriptions**
   A CSB shall have written, up-to-date job descriptions for all positions.
   Job descriptions shall include identified essential functions, explicit responsibilities, and qualification statements, expressed in terms of knowledge, skills, and abilities as well as business necessity and bona fide occupational qualifications or requirements.

4. **Grievance Procedure**
   A CSB's grievance procedure shall satisfy §15.2-1507 of the Code of Virginia.

5. **Uniform Pay Plan**
   A CSB shall adopt a uniform pay plan in accordance with §15.2-1506 of the Code of Virginia and the Equal Pay Act of 1963.

E. Comprehensive State Planning

1. **General Planning:** The CSB shall participate in collaborative local and regional service and management information systems planning with state facilities, other-CSBs, other public and private human services agencies, and the Department, as appropriate. In accordance with § 37.2-504 or § 37.2-605 of the Code of Virginia, the CSB shall provide input into long-range planning activities that are conducted by the Department.

2. **Participation in State Facility Planning Activities**
   The CSB shall participate in collaborative planning activities with the Department to the greatest extent possible regarding the future role and structure of the state facilities.

F. Interagency Relationships

Pursuant to the case management requirements of § 37.2-500 or § 37.2-601 of the Code of Virginia, the CSB shall, to the extent practicable, develop and maintain linkages with other community and state agencies and facilities that are needed to assure that individuals it serves are able to access treatment, training, rehabilitative, and habilitative mental health, developmental, or substance abuse services and supports identified in their individualized services plans. The CSB shall comply with § 37.2-504 or § 37.2-605 of the Code of Virginia regarding interagency agreements.

The CSB also shall develop and maintain, in conjunction with the courts having jurisdiction in the cities or counties served by the CSB, cooperative linkages that are needed to carry out the provisions of § 37.2-805 through § 37.2-821 and related sections of the Code of Virginia pertaining to the involuntary admission process.

The CSB shall develop and maintain the necessary linkages, protocols, and interagency agreements to affect the provisions of the Comprehensive Services Act for At-Risk Youth and Families (§ 2.2-5200 through § 2.2-5214 of the Code of Virginia) that relate to services that it provides. Nothing in this provision shall be construed as requiring the CSB to provide services related to this act in the absence of sufficient funds and interagency agreements.

III. The Department Requirements

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A. Comprehensive State Planning

The Department shall conduct long-range planning activities related to state facility and community services, including the preparation and dissemination of the Comprehensive State Plan required by § 37.2-315 of the Code of Virginia.

B. Administrative Fee

The Department shall partner with the CSBs to establish administrative fee policies and procedures.

C. Department Review

While it does not conduct routine reviews of the entirety of a CSB's administrative activities, the Department may conduct a review in response to significant deficiencies, irregularities, or problems identified in the CSB's independent annual audit or management letter or in response to complaints or information that it receives.

If Departmental review identifies compliance deficiencies, CSBs will submit formal plans of correction to the appropriate Office of Administrative Services in the Department within 45 days of receipt of official reports of reviews. Minor compliance issues shall be corrected within 45 days of submitting a plan. Action to correct major compliance issues shall be initiated within 45 days and completed within 180 days of submitting a plan, unless, following discussion with the CSB, the Department grants an extension.

Additional information about departmental review of various administrative functions is available in the Technical Manual.

D. Complaint Follow-up

In response to complaints from constituents or other entities related to CSB financial, procurement, reimbursement, or human resource policy, the Department will forward those complaints to the Board, the local government or local governing body for resolution. If resolution is not attained within a reasonable period, DBHDS may conduct a review of these policies, departments, and activities, within the extent allowable by state law, to seek resolution.

E. Information Technology

The Department shall operate and provide technical assistance and support, to the extent practicable, to the CSB about any/all systems through which operational or service-level data are exchanged and will comply with State Board Policies 1030.

1. Pursuant to § 37.2-504 and § 37.2-605 of the Code of Virginia, the Department shall implement procedures to protect the confidentiality of data accessed or received in accordance with the performance contract.

2. The Department shall ensure that any software application that it issues to the CSB for reporting purposes associated with the performance contract has been field tested in accordance with Appendix D by a reasonable number of CSBs to assure compatibility and functionality with the major IT systems used by CSBs, is operational, and is provided to the CSB sufficiently in advance of reporting deadlines to allow it to install and run the software application.

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3. The Department shall collaborate with the VACSB DMC in the implementation of any new data management or data warehousing systems to ensure appropriate interoperability and workflow management.

F. CSB Executive Director, Chief Executive Officer, and Chief Financial Officer Training
DBHDS will develop and provide essential training to support new hires and current CSB Executive Director, Chief Executive Officer, and Chief Financial Officer annually as it relates to their role and responsibilities with DBHDS.

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Appendix A: CSB and Board of Directors Organization and Operations

These requirements apply to the CSB board of directors or staff pursuant to § 37.2-501 - § 37.2-502 of the Code

A. CSB Organization
The CSB shall maintains an organizational chart that includes the local governing body or bodies that established the CSB and the board's committee structure.

B. Board Bylaws
Board of directors (BOD) bylaws shall be consistent with local government resolutions or ordinances establishing the CSB, board policies, and the CSB's organization chart and shall have been reviewed and/or revised in the last two years.

C. CSB Name/Appointment Changes
If the name of a CSB changes, the CSB shall provide the Department resolutions or ordinances approving the CSB's new name that were adopted by the boards of supervisors or city councils (local governing bodies) that established the CSB. If the number of appointments made to the CSB by its local governing bodies changes, the CSB shall attach to this contract copies of the resolutions or ordinances adopted by the local governing bodies that changed the number of appointments.

D. BOD Member Job Description
The BOD and executive director shall develop a board member position description, including qualifications, duties and responsibilities, and time requirements that the CSB shall provide to its local governing bodies to assist them in board appointments.

E. BOD Member Training
The executive director shall provide new board members with training on their legal, fiduciary, regulatory, policy, and programmatic powers and responsibilities and an overview of the performance contract within one month of their appointment. New board members shall receive a board manual before their first board meeting with the information needed to be an effective board member.

F. BOD Policies
The BOD shall adopt policies governing its operations, including board- staff relationships and communications, local and state government relationships and communications, committee operations, attendance at board meetings, oversight and monitoring of CSB operations, quality improvement, conflict of interests, freedom of information, board member training, privacy, security, and employment and evaluation of and relationship with the executive director.

G. FOIA Compliance
The BOD shall comply with the Virginia Freedom of Information Act (FOIA). BOD Meeting Schedule
The BOD shall adopt an annual meeting schedule to assist board member attendance.

H. Meeting Frequency
The BOD shall meet frequently enough (at least six times per year) and receive sufficient information from the staff to discharge its duties and fulfill its responsibilities. This information shall include quarterly reports on service provision, funds and expenditures, and staffing in sufficient detail and

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performance on the behavioral health and developmental performance measures and other performance measures in Exhibit B. Board members shall receive this information at least one week before a scheduled board meeting.

I. Reporting Fraud

1. Upon discovery of circumstances suggesting a reasonable possibility that a fraudulent transaction has occurred, the CSB's executive director shall report this information immediately to any applicable local law enforcement authorities and the Department's Internal Audit Director.

2. All CSB financial transactions that are the result of fraud or mismanagement shall become the sole liability of the CSB, and the CSB shall refund any state or federal funds disbursed by the Department to it that were involved in those financial transactions.

3. The CSB shall ensure that new CSB board members receive training on their fiduciary responsibilities under applicable provisions of the Code and this contract and that all board members receive annual refresher training on their fiduciary responsibilities.

J. Employment of a CSB Executive Director or Behavioral Health Authority (BHA) Chief Executive Officer (CEO) Position

1. CSBs are compliant with § 37.2-504 item 6 or § 37.2-605 item 7 of the Code of Virginia as it relates to the hiring and employment of their leaders. Coordination with the Department is required at varying levels based on the type of CSB.

2. The CSB is required to coordinate with the Department to ensure the appointed individual meets the minimum qualifications established by the department (for all CSB/BHA types) and is in compliance with appropriate salary ranges (for operating CSBs and BHAs).

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Appendix B: Disaster Response and Emergency Service Preparedness Requirements

A. The CSB agrees to comply with section 416 of Public Law 93-288 (the Stafford Act) and § 44-146.13 through § 44-146.28 of the Code regarding disaster response and emergency service preparedness. These Code sections authorize the Virginia Department of Emergency Management, with assistance from the Department, to execute the *Commonwealth of Virginia Emergency Operations Plan*, as promulgated through Executive Order 50 (2012).

B. Disaster behavioral health (DBH) assists with mitigation of the emotional, psychological, and physical effects of a natural or man-made disaster affecting survivors and responders. Disaster behavioral health support is most often required by Emergency Support Function No. 6: Mass Care, Emergency Assistance, Temporary Housing, and Human Services; Emergency Support Function No. 8: Health and Medical Services; and Emergency Support Function No. 15: External Affairs. The CSB shall:

1. Provide the Department with and keep current 24/7/365 contact information for disaster response points of contact at least three persons deep
2. Report to the Department all disaster behavioral health recovery and response activities related to a disaster
3. Within the scope of widely accepted FEMA doctrine, the National Response Framework and the National Incident Management System, comply with all Department directives coordinating disaster planning, preparedness, response, and recovery to disasters.

C. Local partnerships are critical to successful disaster response and recovery operations. The CSB shall work with local partners and response agencies to ensure local emergency operations plans incorporate appropriate disaster behavioral health provisions. The Disaster Behavioral Health provisions should include:

1. An accurate listing of DBH response and recovery assets both internal to the CSB and otherwise available to the locality in the aftermath of a disaster.
2. Protocols and procedures for providing behavioral health services and supports to the local community during emergency operations;
3. Participation in local, regional, and statewide planning, preparedness, response, and recovery training and exercises;
4. Disaster response agreements with local governments and state facilities; and
5. Coordination with state facilities and local health departments or other responsible local agencies, departments, or units in preparing all hazards disaster plans.

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Appendix C: Unspent Balances Principles and Procedures

Purpose

The purpose of this Appendix is to establish standardized limits, approval requirements, and oversight responsibilities for the accumulation and use of unexpended state funds by Community Services Boards (CSBs) and Regional Programs administered by a Regional fiscal agent.

Unexpended balance refers to funds allocated or awarded to a CSB that are not spent or paid out by the CSB during a fiscal year or other appropriation term.

For the purposes of this Appendix the definition for Unexpended, Unspent and Carry Over funds is the same.

Section 1: CSB Unspent Balance Requirements

State General Funds

A. Regional Program Funds
Unexpended regional program funds may be managed by the fiscal agent and participating CSBs, and in accordance with Appendix F: Regional Program Operations of Addendum I Administrative Requirements and Processes and Procedures, and that provided:

1) All uses are approved collectively by participating CSBs in their established Memorandum of Agreement (MOA).
2) Uses comply with allowable purposes or an alternative use proposed by the region, in line with the appropriation act and authorized by DBHDS.
3) Procedures for managing regional funds are documented in the regional program's Memorandum of Agreement (MOA) and align with this Appendix and the current performance contract.
4) Balances may be:
5) Prorated to individual CSBs for local use as outlined in original plan from the Department. Meaning, funds are divided among the individual CSBs. Each CSB gets its own share based on a formula. It can be based on population, need, or another prorated method- based on an agreed upon methodology to deliver the service in that region through the prior agreed upon plan unless circumstances have changed and the methodology needs to change. The money is then used locally by each CSB according to the plan approved by Department.
6) Allocated collectively for regional initiatives. Means, instead of part of the regional funds going to each CSB separately, the funds are pooled together. The combined amount is used for projects or initiatives that benefit the entire region, not just a single CSB. Decisions about use are made at the regional level rather than by individual CSBs.
7) Managed by the fiscal agent as agreed by all participating CSBs.

B. Non-Regional Funds
Funds are allocated to an individual CSB to develop a program service within the operational scope of that individual CSB. Unexpended General Fund balances awarded to individual CSBs are managed by the CSB and in compliance with requirements outlined in Section 2.

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Section 2: Allowable Uses of Unspent State Fund Balances

Consistent with the intent of the Grants to Localities item in the Appropriation Act, Board Policy 6005(FIN)94-2, and §§ 37.2-500 or 37.2-601 of the Code of Virginia:

1. CSBs may use unspent balances of state funds only for mental health, developmental, and substance use disorder services purposes.
2. Any other uses are prohibited and constitute a violation of the CSB's performance contract.
3. Categories:
   Restricted – Limited to the permissible purpose.
   Unrestricted –Funds are used solely for allowable mental health, developmental, or substance use disorder service purposes consistent with the Appropriation Act and applicable Code of Virginia provisions. Unrestricted balances will be monitored by the Department.

Repayment Obligation

Funds used for disallowed, unauthorized or out-of-scope activities must be repaid immediately to the Department or the Department shall reduce future disbursements to offset amount(s) owed. It is the expectation of the Department that CSBs request technical assistance if uncertain of permissible use of funding.

Section 3: Collective Uses of Unspent State Fund Balances

A group of CSBs may pool unspent balances to address one-time issues or needs that are more effectively or efficiently addressed collectively. CSBs shall share these written plans with the Department for review.

1. Pooled restricted funds must adhere to original restrictions.
2. All uses must comply with principles and procedures in this Appendix.

Section 4: Carryforward Limits

1. Individual CSBs: May carry forward from previous fiscal year(s)up to 25% of the total state appropriation allocated for the current fiscal year. DBHDS shall provide timely notification regarding the individual funding line items within a defined funding category which exceed the 25% cap and work collaboratively with the CSBs regarding the funding line items that should be paused in order to spend down those funds which exceed the 25% cap.
2. Regional Programs: May carry forward from previous fiscal year(s) up to 25% of the total state appropriation allocated for the current fiscal year. DBHDS shall provide timely notification regarding the individual funding line items within a defined funding category which exceed the 25% cap and work collaboratively with the CSBs regarding which funding line items should be paused in order to spend down those funds which exceed the 25% cap.
3. The 25% carryforward limitation shall apply only to restricted state fund balances.
4. There shall be no percentage cap on the carryforward of unrestricted (non-restricted) state fund balances. Unrestricted state funds may be carried forward without limitation, provided that:

   Funds are used solely for allowable mental health, developmental, or substance use disorder service purposes consistent with the Appropriation Act, Board Policy 6005(FIN)94-2, and §§ 37.2-500 or 37.2-601of the Code of Virginia.

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Monthly reporting regarding the above will be provided by DBHDS to CSBs until such time as funding line item in questions is below the 25% threshold. At which point, funding will resume at the original dispensation.

Section 5: Exception Process

CSBs and Regional Programs may request exceptions to percentage limits for documented, one-time, or strategic uses, including:

1. Capital projects
2. Time-limited investments
3. Infrastructure, technology, or security enhancements
4. Transitional program requirements
5. Urgent needs identified by the Department
6. Funds distributed in the last two quarters of the fiscal year

A. Capital Project Exception

Amounts reserved for approved capital projects shall be excluded from carryforward calculations if:

1. Approved by the CSB board and follows Appendix F: Regional Program Operations of Addendum I Administrative Requirements and Processes and Procedures.
2. Documented in a specific exhibit as capital with standardized language provided by the Department
3. Funds are designated for purchase, construction, renovation, or replacement of land/buildings; purchase/replacement of capital equipment or facility-related machinery; or purchase of information technology system equipment or software.

B. Department Authority

The Department may approve, modify, or deny exception requests and provide timely communication to CSBs. Requests must include:

1. A clearly stated decision
2. Detailed justification for the decision
3. Cost estimate
4. Timeline
5. Explanation of why expenditure cannot be accommodated within standard limits.
6. Any proposed alternatives or adjustments which might result in approval if the request has been denied

C. Department Responsibilities

Responses to CSB requests for capital project exceptions will be provided to the CSB within 2 weeks of receipt . CSBs reserves the right to appeal any decision or escalate if a response is not timely. The appeal process begins with working with the Deputy Commissioner of Community. If a timely agreeable

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resolution is not achieved the CSB reserves the right to appeal to the Commissioner of DBHDS within 90 days of receipt of the response. Responses will include:

1. A clearly stated decision
2. A detailed justification for the decision
3. Any proposed alternatives or adjustments which might result in approval if the request has been denied

Section 6: Reporting Requirements

CSBs and Regional Programs shall report all unexpended balances, proposed carryforwards, and exception requests in the format required in mid-year and end-of-year performance contract reporting.

Section 7: Carryforward Balances Oversight

The Department shall review all carryforward requests above 25% to assess:

1. Progress toward expenditure
2. Compliance with intended use
3. Overall program service performance
4. Emerging risks or delays

CSBs and Regional Programs shall provide updated expenditure reports using a jointly developed template provided by DBHDS at a cadence that is mutually agreed upon.

Section 8: Effective Period of Restrictions

Restricted state funds remain restricted as originally appropriated. After the biennium, any unexpended restricted funds shall remain restricted for permissible purposes.

The Department may request accounting of accumulated restricted funds. The Department may direct CSBs to repurpose or reallocate funds within existing programs, services or projects, based on need and with appropriate authority from the General Assembly where required.

Section 9: Department Responsibilities

1. Allocations of State Funds
   Per State Board Policy 6005 and §§ 37.2-509 or 37.2-611 of the Code of Virginia, the Department shall allocate funds in Grants to Localities without applying estimated year-end balances to next year's awards and in accordance with procedures established by the Department and performance contracts. Allocations of state-controlled funds to the CSBs shall be determined by the Department, after careful consideration of all of the factors noted in the current Board Policy and Code and providing sufficient notification to CSB before implementing any reduction of state-controlled funds

2. Review of Unspent Balances
   a) The Department may require CSBs to report any unspent funds from the previous year;

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b) If a CSB's unspent funds are above allowed limits, the Department may pause current-year payments. If performance data shows ongoing low program service performance and high unspent balances;
c) The Department may also withhold current-year funds. The Department may create additional requirements for how unspent funds are identified, used, reported, or redistributed.

The Department shall work with CSBs to resolve compliance issues. It will provide guidance on what is allowed and not allowed use of unspent funds, including a timely review and approval process, and will offer technical assistance when needed.

3. Reinstatement
DBHDS may reinstate payments to CSBs within the current fiscal year if it determines that withholding such payments results in a material operational impact. Material operational impact includes, but is not limited to, disruptions to service delivery, staffing, compliance requirements, or continuity of care. DBHDS will provide written notification of any decision to reinstate payments, including the effective date and any applicable term.

Applicable Exhibits/Addendums/Forms
Appendix C: Implementation Guide (TO BE DEVELOPED JOINTLY)
Exhibit G: Community Services Boards Master Programs Services Requirements
Appendix F: Regional Program Operating Principles and Regional Program Procedures of Addendum I: Administrative Requirements and Processes and Procedures
Carryforward Reporting Form (electronic form provided by DBHDS)
Exception Request Form (electronic form provided by DBHDS)

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Appendix D: User Acceptance Testing Process

A. The Community Service Boards (CSB) and Department of Behavioral Health and Developmental Services (DBHDS) will use the following UAT process for major new releases and/or upgrades of applications that involve the addition of new data elements or reporting requirements or other functions that would require significant work by CSB IT staff and vendors.

B. Major changes in complex systems shall primarily occur only once per year at the start of the fiscal year and in accordance with the testing process below. Critical and unexpected changes may occur outside of this annual process for business applications, and under those circumstances DBHDS will follow the established UAT process to implement them. Smaller applications follow the process below at the discretion of the DBHDS with input from the VACSB DMC. (Virginia Community Service Board Data Management Committee).

Department and CSB User Acceptance Testing Process	
Time Frame Cal Days	**Action**
Variable	The time prior to D-150 in which DBHDS and CSBs develop and negotiate the proposed application changes. The time needed for this step is unknown and will vary for each new release depending on the content of the release
D - 140	The Department issues the final revised specifications that will apply to the new release. The revised specifications will be accompanied by agreed upon requirements specifications outlining all changes in the new release.
D - 50	CSBs begin collecting new data elements that will be in the new release. Not all releases will involve new data elements, so for some releases, this date would not be applicable.
D - 35	UAT testers (DBHDS & CSB representatives) receive the beta version of the new release and UAT begins.
D – 20	UAT is completed. Test outcomes are validated and identified errors are mitigated. The application release is completed.
D - 15	The Department issues the final version of the new release to CSBs for their use.
D Day	Initial date data must be received by the Department (

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Appendix E: Administrative Requirements for Accounts Receivables

A. CSB Responsibilities

Before the end of the first quarter of the SFY27, the established small workgroup comprised of Chief Executive Officers (CFO), Executive Directors (ED) and DBHDS representatives shall meet to revise the current language in this section with key performance indicators that take into consideration but not limited to the following:

1. Clean Claim Rate (CCR)
2. Days in Accounts Receivable (A/R)
3. Initial Denial Rate
4. Monitoring A/R aging
5. Final Denial Write-offs
6. Net collection rates
7. Eligibility conversion rate

1. CSB shall develop and implement systems that are adequate to properly account for and report their client receivables.
2. CSB shall establish and implement receivable collection policy that includes procedures for billing, re-billing, processing denials and write offs. Such procedures should address the frequency of billing, monitoring of denials and frequency of re-billing such denials of client receivables.
3. CSB shall write off client receivable accounts when all collection procedures have been exhausted and categories of such write offs need to be defined in their receivable policy.
4. CSB shall collect minimum prescribed information from clients including their insurance information that aids in collecting receivables.
5. CSB shall strive to consistently pursue client receivables, collect its client receivables including Medicaid, Medicare, and third-party insurers and limit the percentage of receivables over 120 days (excluding self-pay) to 15% or less of the total AR (excluding self-pay) unless actively collecting on those accounts.

B. Department Responsibilities

Before the end of the first quarter of the SFY27, Department shall convene meeting with the established small workgroup comprised of CFOs and EDs to revise the current language in this section with key performance indicators that take in consideration but not limited to the following:

1. Clean Claim Rate (CCR)
2. Days in Accounts Receivable (A/R)
3. Initial Denial Rate
4. Monitoring A/R aging
5. Final Denial Write-offs
6. Net collection rates
7. Eligibility conversion rate

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1. The Department shall attend the established VACSB State Steering Committee meetings that address issues around collecting receivables.
2. The Department shall attend VARO (Virginia Association of Reimbursement Officers) conference that address issues around collecting receivables.
3. The Department shall consult with the CSB Executive Director and/or Chief Executive Officer in advance of sharing data with the General Assembly, Behavioral Health Commission, JLARC or posting on any public facing dashboards.

C. Reporting Requirements

CSB shall report total client receivables, including accounts aged 30 days, 31-60 days, 61-90 days, 91-120, 120 days and over, by payor type, to DBHDS Finance on a quarterly basis within 30 days of the close of the quarter using the established DBHDS report template. CSB shall send the reports to Sharon Wilsona at sharon.wilson@dbhds.virginia.gov

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Appendix F: Regional Program Operations Procedures

A regional program can be a highly effective way to allocate and manage resources, coordinate the delivery and manage the utilization of high cost or low incidence services, and promote the development of services where economies of scale and effort could assist in the diversion of individuals from admission to state facilities.

A regional program is funded by the Department through the community services board or behavioral health authority, hereafter referred to as the CSB, and operated explicitly to provide services to individuals who receive services from the CSBs participating in the program. A regional program may be managed by the participating CSBs or by one CSB, have single or multiple service sites, and provide one or more types of service. A regional program also may include self contained, single purpose programs (e.g., providing one type of core service, usually residential) operated by one CSB for the benefit of other CSBs or programs contracted by one CSB that serve individuals from other CSBs.

Each individual receiving services provided through a regional program must be identified as being served by a particular CSB. That CSB will be responsible for contracting for and reporting on the individuals that it serves and the services that it provides; and each individual will access services through and have his or her individualized services plan managed by that particular CSB.

1. Regional Program Operating Principles

The regional program operating principles provide guidance for CSBs to implement and manage identified regional programs and to account for services provided by the programs. The principles also provide guidance for the Department to monitor regional programs on a more consistent basis.

Regional Program Funding

Depending on the design of a regional program, the Department may disburse state and/or federal funds for a regional program to each participating CSB or to one CSB that operates a regional program or agrees to serve as the fiscal agent for a regional program. All regional programs shall be included in the performance contract and reflected in required reports.

1. If the Department disburses regional program funds to each participating CSB, each participating CSB shall follow existing performance contract and report requirements and procedures for that portion of the regional program funded by that CSB.
2. If the Department disburses regional program funds to a CSB that operates a regional program on behalf of the other CSBs in a region, the operating CSB shall follow existing performance contract and report requirements and procedures, as if the regional program were its own program.
3. If the Department disburses regional program funds to a CSB that has agreed to serve as the fiscal agent (fiscal agent CSB) for the regional program, disbursements will be based on, accomplished through, and documented by appropriate procedures, developed and implemented by the region.

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4. When funds are disbursed to a fiscal agent CSB, each participating CSB shall identify, track, and report regional program funds that it receives and spends as funds for that regional program. Each participating CSB, including the fiscal agent CSB, shall reflect in its financial and program reports only its share of the regional program, in terms of individuals served, services provided, funds received, expenses made, and costs of the services. Any monitoring and reporting of and accountability for the fiscal agent CSB's handling of state or federal funds for a regional program shall be accomplished through the performance contract and reports. Alternately, if the participating CSBs elect, each CSB may perform these functions for its share of the regional program.
5. When funds are disbursed to a fiscal agent CSB that pays a contract agency to deliver regional program services, the fiscal agent CSB and participating CSBs may elect to establish an arrangement in which the fiscal agent CSB reports all of the funds and expenditures in the fiscal report while the participating CSBs and the fiscal agent CSB report information about the program service delivery. Alternately, if the participating CSBs elect, the fiscal agent CSB may admit the individuals served by other participating CSBs and, for purposes of this regional program, treat those individuals as its own for documentation and reporting purposes.
6. Regional programs should receive the same state funding increases as regular CSB grant- funded activities, such as the salary increases for community services provided from time to time by the General Assembly in the Appropriation Act.
7. **Financial Reporting:** All funds, expenses, and costs for a regional program shall be reported to the Department only once; they may be reported by individual CSBs, the CSB that serves as the fiscal agent, or both, depending on how the regional program is designed and operates. For example, the fiscal agent CSB might report the revenues and expenses for a regional program provided by a contract agency, and a CSB that refers individuals it serves to that regional program may report the service and cost information related to those individuals.
8. **Consumer Reporting:** Each individual who receives services through a regional program shall be reported to the Department only once for a particular service. However, an individual who receives services from more than one CSB should be reported by each CSB that provides a service to that individual. For example, if an individual receives outpatient mental health services from one CSB and residential crisis stabilization services from a second CSB operating that program on behalf of a region, the individual would be admitted to each CSB and each CSB would report information about the individual and the service it provided to the individual.
9. **Service Reporting:** Each service provided by a regional program shall be reported only once, either by the CSB providing or contracting for the service or the CSB that referred individuals it served to the regional program operated or contracted by another CSB or by the region.
10. **Contracted Regional Programs:** When the case management CSB refers an individual to a regional program that is operated by a contract agency and paid for by the regional program's fiscal agent CSB, the case management CSB shall report the service and cost information, and funding and expense information. Alternately, if the participating CSBs elect, the fiscal agent CSB could admit the individual for this service and report information about the individual receiving services, services, costs, funds, and expenses itself; in this situation, the case management CSB would report nothing about this service.

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11. **Transfers of Resources Among CSBs:** CSBs may transfer state, local, and federal funds to each other to pay for services that they purchase from each other.
12. **Regional Administrative and Management Expenses:** CSBs and the Department have provider and local or state authority roles that involve non-direct services tasks such as utilization management and regional authorization committees. These roles incur additional administrative and management expenses for the programs. CSBs shall report these expenses as part of their costs of delivering regional services. The Department shall factor in and accept reasonable administrative and management expenses as allowable costs in regional programs in accordance with the DBHDS Federal and State Indirect Cost Rate Policy.
13. **Local Supplements:** If a CSB participating in a regional program supplements the allocation of state and/or federal funds received by the CSB operating that program through transferring resources to the operating CSB, the participating CSB shall show the transfer as an expense on financial forms but not as a cost on service forms in its performance contract and reports. Then, the participating CSB will avoid displaying an unrealistically low service cost in its reports for the regional program and double counting individuals served by and service units delivered in the regional program, since the operating CSB already reports this information.
14. **Balances:** CSBs shall follow Appendix C of this Addendum. Each region shall establish procedures for monitoring expenditures of regional program funds.
15. **Issue Resolution:** Regional program funding issues, such as the amount, sources, or adequacy of funding for the program, the distribution of state allocations for the regional program among participating CSBs, and financial participation of each CSB whose individuals receive services from the regional program, should be resolved at the regional level among CSBs participating in the program, with the Department providing information or assistance as needed or required.

2. Regional Program Models

The following models have been developed for CSBs and the Department to use in designing, implementing, operating, monitoring, and evaluating regional programs. These models are paradigms that could be altered by mutual agreement among the CSBs and the Department as regional circumstances warrant. However, to the greatest extent possible, CSBs and the Department shall adhere to these models to support and reinforce more consistent approaches to the operation, management, monitoring, and evaluation of regional programs. CSBs should review these models and, in consultation with the Department, implement the applicable provisions of the model or models best suited to their particular circumstances, so that the operations of any regional program will be congruent with one of these models.

3. Operating CSB-Funded Regional Program Model

1. The CSB that operates a regional program receives state and/or federal from the Department for the program. The operating CSB provides the services, projects the total funding and cost for the regional program in its performance contract and contract revision(s), and reports all data on total actual individuals served, units of service(s) delivered, funding, expenses, costs, and static

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capacities. Other CSBs, which refer individuals to the regional program for services and report nothing for the regional program in their contracts for the program service or financial data.

2. The operating CSB admits individuals receiving services from the regional program to the applicable program area (all MH, DV, or SA services) and develops individualized services plans (ISPs) for them for service(s) provided by the regional program. When individuals complete receiving all services from the regional program, they are discharged from the applicable program area by the operating CSB, unless they are receiving other services in that program area from that operating CSB. If individuals are also receiving services from the operating CSB in another program area, the CSB admits them to that program area. The operating CSB provides appropriate information about the services provided and other clinical information to the CSB that referred the individual to the regional program for clinical record keeping purposes at the referring CSB.
3. The operating CSB is responsible for ensuring that all data is accurately maintained its information system for performance contract and reporting purposes, on individuals receiving services from a regional program operated by that CSB.
4. Each of the other CSBs with individuals receiving services from this regional program admits those individuals to the applicable program area and provides a service, such as case management, consumer monitoring, or another appropriate service, but not in service(s) provided by the regional program. Thus, individuals receiving services from a regional program will appear in the data reporting for two CSBs, but not for the same services.
5. If the other CSBs with individuals receiving services from this regional program provide additional funds to the operating CSB to supplement the funds that the operating CSB receives from the Department for the regional program, the other CSBs show the revenues and expenses for this supplement on the financial forms in their performance contracts, contract revisions, and reports. However, the other CSBs do not show any services provided, individuals served, or costs for the regional program's services on the service forms in their contracts, revisions, or reports. Thes other CSBs include an explanation on the Financial Comments page of the difference between the expenses on the financial forms and the costs on the service forms. The operating CSB shows the services provided, individuals served, and total costs (including costs supported by supplements from the other CSBs) for the regional program's services on its service forms, but it does not show any revenues or expenses associated with the supplements on the financial pages in its contract, contract revision(s), and reports. The operating CSB includes an explanation of the difference between the expenses on the financial forms and the costs on the service forms on the Financial Comments page.
6. All of the CSBs, to the extent practicable, determine individual CSB allocations of the state and/or federal funds received from the Department, based on service utilization or an agreed upon formula in collaboration with the Department.
7. This model also could be adapted by a region to handle its LIPOS services, if one CSB receives all of the LIPOS funds, admits all of the individuals receiving LIPOS services, and pays all of the LIPOS providers. Participating CSBs should negotiate this adaptation with the Department.

4. All Participating CSBs-Funded Regional Program Model

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1. Each CSB that participates and receives state and/or federal funds from the Department for the regional program may supplement this amount with other funds available to it if the funds received from the Department are not sufficient to cover the regional program's expenses. Each participating CSB uses those funds to purchase services from the regional program for the individuals it serves, projects the funding and cost for the regional program in its performance contract and reports actual individuals served and units of service(s) delivered, funding, expenses, costs, and static capacities in its performance only for the individuals it serves.
2. The regional program operated by one of the participating CSBs functions like a contract agency provider. All of the individual, service, static capacity, funding, expense, and cost information for the whole program is maintained separately and is not included in the contract, contract revision(s), program and financial reports ~~(CARS), and CCS 3 extracts~~ of the CSB operating the program. The participating CSBs, including the CSB operating the program, include only the parts of this information that apply to the individuals it serves in their contracts, contract revisions, reports, and extracts. The regional program is licensed by the Department, when applicable, and develops and maintains individualized services plans (ISPs) for individuals that it serves.
3. Each participating CSB admits individuals receiving services from the regional program to the applicable program area (all MH, DV, or SA services) for the services provided by the regional program. The services provided by the regional program are listed in the ISPs maintained by the participating CSBs for these individuals. When individuals complete receiving all services from the regional program, they are discharged from the applicable program area by the participating CSB, unless they continue to receive other services in that program area from that participating CSB. The regional program provides appropriate information about the services provided and other clinical information to the CSB that referred the individual to the program, as any contract agency would provide such information to the contracting CSB.
4. Each participating CSB, including the CSB operating the regional program, ensures that the appropriate information about the individuals it serves and their services is entered into its information system and for that participating CSB.

5. Fiscal Agent CSB-Funded Regional Program Model

1. One CSB receives state and/or federal funds from the Department and acts as the fiscal agent for a regional program. The Department disburses the regional allocation to the fiscal agent CSB on behalf of all CSBs participating in the regional program.
2. The fiscal agent CSB, in collaboration with the other participating CSBs, develops agreed-upon procedures that describe how the CSBs implement the regional program and jointly manage the use of these funds on a regional basis. The procedures also establish and describe how unused funds can be reallocated among the participating CSBs to ensure the greatest possible utilization of the funds. These procedures should be documented in a regional memorandum of agreement (MOA) that is available for review by the Department.
3. The fiscal agent CSB receives the semi-monthly payments of funds from the Department for the regional program. The fiscal agent CSB disburses the regional program funds to individual CSBs, including itself when applicable, in accordance with the procedures in paragraph 2. The fiscal agent CSB displays

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such disbursements on a Transfer In/Out line of the applicable resources page in its final performance contract revision and its reports. The other CSBs

4. receiving the transferred funds show the receipt of these funds on the same line. CSBs provide more detailed information about these transfers on the Financial Comments pages of contract revisions and reports.
5. Each CSB implementing a regional program accounts for and reports the funds and expenses associated with the program in its final performance contract ~~revision and CARS~~ reports. The fiscal agent CSB displays the total amount of the allocation as funding and all Transfers Out in its financial ~~CARS~~ reports, but it only displays in its reports the expenses for any regional program that it implements.
6. As an alternative to items 1 through 4 above for certin programs, such as the Discharge Assistance Program, and with the concurrence of the Department, instead of one CSB acting as a fiscal agent, all CSBs participating in that program establish a regional mechanism for managing the use of the regional program funds. The CSBs decide through this regional management mechanism how the total amount of funds for the program should be allocated among them on some logical basis (e.g., approved regional discharge assistance program ISPs). The region informs the Department of the allocations, and the Department adjusts the allocation of each participating CSB and disburses these allocations directly to the participating CSBs. Those CSBs agree to monitor and adjust allocations among themselves during the fiscal year through this regional management mechanism to ensure the complete utilization of these regional program funds, in accordance with the MOA in item 2 above.
7. Each CSB implementing a regional program ensures that appropriate information about the individuals it serves and their services is entered into its information system.

A variation of this model, the Fiscal Agent CSB-Funded Regional Local Inpatient POS Program Model, can be used to implement and manage regional local acute psychiatric inpatient bed purchases.

6. Fiscal Agent CSB-Funded Regional Local Inpatient POS Program Model

1. One CSB agrees to act as the fiscal agent for the regional Local Inpatient Purchase of Services (LIPOS) program. The Department disburses the regional LIPOS allocation to the fiscal agent CSB on behalf of all of the CSBs participating in the regional LIPOS program.
2. The fiscal agent CSB, in collaboration with all of the participating CSBs and with consultation from the Department, develops procedures that describe how the CSBs will implement the regional LIPOS program and jointly manage the use of these funds on a regional basis. The procedures include regional utilization management mechanisms, such as regional authorization committees (RACs) and regional procurements of beds through contracts with private providers. Such contracts may reserve blocks of beds for use by the region or purchase beds or bed days on an as available basis. The procedures also establish and describe how unused funds can be reallocated among the participating CSBs to ensure the greatest possible utilization of the funds. These procedures should be documented in a regional memorandum of agreement (MOA) that is available for review by the Department. The fiscal agent CSB receives the semi-monthly payments of funds from the Department for the regional LIPOS program. The fiscal agent CSB disburses regional LIPOS funds to individual CSBs or uses such funds itself to pay for the costs of local inpatient hospitalizations that have been approved by a regional review and

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authorization body established by and described in the MOA in item 2 of this section. The fiscal agent CSB displays such disbursements on a Transfer In/Out line of the mental health resources page in its final performance contract revision and reports, and the CSB receiving the transferred funds shows the receipt of these funds on the same line. CSBs provide more detailed information about these transfers on the Financial Comments page of contract revisions and reports.

3. The CSB that purchases local inpatient services accounts for and reports the funds and expenses associated with its LIPOS in its final performance contract revision and financial reports. The fiscal agent CSB displays the total amount of the allocation as funds and all Transfers Out in its CARS reports, but it displays in its reports only the expenses for its own LIPOS.
4. The CSB that purchases the local inpatient services ensures that appropriate information about individuals, services, and costs is entered into its management information system.

7. Fiscal Agent CSB-Funded Contract Agency Regional Program Model

1. One CSB receives state and/or federal funds from the Department and acts as the fiscal agent for a regional program that is contracted by this fiscal agent CSB to a public or private agency. The Department disburses the regional allocation to the fiscal agent CSB on behalf of all CSB participating in the contracted regional program.

2. The fiscal agent CSB contracts with and provides set monthly payments to a regional program provided by a public or private contract agency on behalf of all of the CSB participating in this regional program. The contract may purchase a pre-set amount of specified services from the contract agency and pay the agency a predetermined cost, whether or not the participating CSBs use the services.

3. Each participating CSB referring one of the individuals it serves to this contracted regional program admits the individual, enrolls him in the regional program service, and refers him to the contract agency. The contract agency provides information to the referring (case management) CSB, and that CSB maintains information about the individual and the service units in its information system~~.~~

4. The fiscal agent CSB provides program cost information to each referring CSB, based on its use of the regional program, and the referring CSB enters this information in the cost column of the program services form but does not enter any funding or expenditure information in its performance contract report. The fiscal agent CSB enters the funding and expenditure information associated with the regional program on the financial forms in its performance contract report, but it enters cost information on the program services form only for the individuals that it referred to the regional program. Each CSB will explain the differences between the financial and program service forms in its performance contract report on the Financial Comments page. The Department will reconcile the differences among the participating CSBs' reports using these comments. Because of the difficulty in calculating the program cost information for each participating CSB, program cost information would only need to be included in end of the fiscal year performance contract ~~(CARS)~~ reports.

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5. All of the participating CSBs, to the extent practicable, determine individual CSB allocations of the state and sometimes other funds received from the Department, based on service utilization or an agreed-upon formula in collaboration with the Department.

This model also could be adapted by a region to handle its LIPOS services, if one CSB acts as the fiscal agent and pays all of the LIPOS providers. This adaptation should be negotiated with the Department by the participating CSBs.

8. Regional Program Procedures

A regional program is funded by the Department through the community services board or behavioral health authority, hereafter referred to as the CSB and operated explicitly to provide services to individuals who receive services from the CSBs participating in the program.

1. Purpose

The CSB may collaborate and act in concert with other CSBs or with other CSBs and state hospitals or training centers, hereafter referred to as state facilities, to operate regional programs, provide or purchase services on a regional basis, conduct regional utilization management, or engage in regional quality improvement efforts. Regional programs include but limited to regional discharge assistance programs (RDAP), local inpatient purchases of services (LIPOS), and other programs such as residential or ambulatory crisis stabilization programs. These procedures apply to all regional programs. While this appendix replaces earlier regional memoranda of agreement (MOAs), CSBs, state facilities, private providers participating in the regional partnership, and other parties may still need to develop MOAs to implement specific policies or procedures to operate regional or sub-regional programs or activities. Also, an MOA must be developed if a regional program intends to establish a peer review committee (e.g., a regional utilization review and consultation team) whose records and reviews would be privileged under § 8.01-581.16 of the Code of Virginia. When the CSB receives state and/or federal funds from the Department for identified regional programs or activities, it shall adhere to the applicable parts of these procedures, which are subject to all applicable provisions of the community services performance contract. In the event of a conflict between any regional program procedures and any provisions of the contract, provisions of the contract shall prevail.

2. Regional Management Group (RMG)

a. The participating CSBs and/or state facilities shall establish an RMG. The executive director of each participating CSB and the director of each participating state facility shall each serve on or appoint one member of the RMG. The RMG shall manage the regional program and coordinate the use of funding provided for the regional program, review the provision of services offered through the regional program, coordinate and monitor the effective utilization of the services and resources provided through the regional program, and perform other duties that the members mutually agree to carry out. An RMG may deal with more than one regional program.

b. Although not members of the RMG, designated staff in the Central Office of the Department shall have access to all documents maintained or used by this group, pursuant to applicable provisions of the performance contract, and may attend and participate in all meetings or other activities of this group.

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c. In order to carry out its duties, the RMG may authorize the employment of one or more regional managers to be paid from funds provided for a regional program and to be employed by a participating CSB. The RMG shall specify the job duties and responsibilities for and supervise the regional manager or managers.

3. Regional Utilization Review and Consultation Team (RURCT)

a. The RMG shall establish a RURCT pursuant to § 8.01-581.16 of the Code of Virginia to, where applicable:

1.) review the implementation of the individualized services plans (ISPs) or individualized Discharge Assistance Program plans (IDAPPs) developed through the regional program to ensure that the services are the most appropriate, effective, and efficient services that meet the clinical needs of the individual receiving services and report the results of these reviews to the RMG;

2.) review individuals who have been on the state facility extraordinary barriers to discharge list for more than 30 days to identify or develop community services and funding appropriate to their clinical needs and report the results of these reviews and subsequent related actions to the RMG;

3.) review, at the request of the case management CSB, other individuals who have been determined by state facility treatment teams to be clinically ready for discharge and identify community services and resources that may be available to meet their needs;

4.) facilitate, at the request of the case management CSB, resolution of individual situations that are preventing an individual's timely discharge from a state facility or a private provider participating in the regional partnership or an individual's continued tenure in the community;

5.) identify opportunities for two or more CSBs to work together to develop programs or placements that would permit individuals to be discharged from state facilities or private providers participating in the regional partnership more expeditiously;

6.) promote the most efficient use of scarce and costly services; and

7.) carry out other duties or perform other functions assigned by the RMG.

b. The RURCT shall consist of representatives from participating CSBs in the region, participating state facilities, private providers participating in the regional partnership, and others who may be appointed by the RMG, such as the regional manager(s) employed pursuant to section II.C. The positions of the representatives who serve on this team shall be identified in local documentation.

c. The RURCT shall meet monthly or more frequently, when necessary, for example, depending upon census issues or the number of cases to be reviewed. Minutes shall be recorded at each meeting. Only members of the team and other persons who are identified by the team as essential to the review of an individual's case, including the individual's treatment team and staff directly involved in the provision of services to the individual, may attend meetings. All proceedings, minutes, records, and reports and any information discussed at these meetings shall be maintained confidential and privileged, as provided in § 8.01-581.17 of the Code of Virginia.

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d. For the regional program, the RURCT or another group designated by the RMG shall maintain current information to identify and track individuals served and services provided through the regional program. This information may be maintained in participating CSB information systems or in a regional data base. For example, for the RDAP, this information shall include the individual's name, social security number or other unique identifier, other unique statewide identifier, legal status, case management CSB, state hospital of origin, discharge date, state re-hospitalization date (if applicable), and the cost of the IDAPP. This team shall maintain automated or paper copies of records for each RDAP-funded IDAPP. Changes in responsibilities of the case management CSB, defined in the core services taxonomy, and the transfer of RDAP funds shall be reported to the Offices of Grants Management and Mental Health Services in the Department as soon as these changes or transfers are known or at least monthly.

e. For RDAP, the RURCT shall conduct utilization reviews of ISPs as frequently as needed to ensure continued appropriateness of services and compliance with approved IDAPPs and reviews of quarterly utilization and financial reports and events related to the individual such as re-hospitalization, as appropriate. This utilization review process may result in revisions of IDAPPs or adjustment to or redistribution of RDAP funds. This provision does not supersede utilization review and audit processes conducted by the Department pursuant to the performance contract.

f. Although not members of the RURCT, designated staff in the Central Office of the Department shall have access to all documents, including ISPs or IDAPPs, maintained or used by this body, pursuant to applicable provisions of the performance contract, and may attend and participate in all meetings as non-voting members and in other activities of this team.

4. Operating Procedures for Regional Programs: These operating procedures establish the parameters for allocating resources for and monitoring continuity of services provided to individuals receiving regional program services. Some of the procedures apply to regional programs generally; others apply to particular regional programs, although they may be able to be adapted to other regional programs.

a. Funding for a regional program shall be provided and distributed by the Department to participating CSBs or to a CSB on behalf of the region through their community services performance contracts in accordance with the conditions specified the contract, often in an Exhibit D.

b. Each participating CSB or a CSB on behalf of the region shall receive semi-monthly payments of state funds from the Department for the regional program through its community services performance contract, as long as it satisfies the requirements of this appendix and the performance contract, based upon its total base allocation of previously allotted and approved regional program funds.

c. Participating CSBs and state facilities shall develop agreed-upon procedures that describe how they will implement a regional program and jointly manage the use of regional program funds on a regional basis. These procedures shall be reduced to writing and provided to the Department upon request.

d. Regional program funds may be used to support the activities of the RMG and RURCT.

e. Within the allocation of funds for the regional program, funds may be expended for any combinations of services and supports that assure that the needs of individuals are met in

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community settings. ISPs or IDAPPs must be updated and submitted, as revisions occur or substitute plans are required, to the RMG for approval according to procedures approved by the RMG.

f. Regional program funds used to support ISPs or IDAPPs shall be identified on a fiscal year basis. Amounts may be adjusted by the RMG to reflect the actual costs of care based on the regional program's experience or as deemed appropriate through a regional management and utilization review process.

g. The CSB responsible for implementing an individual's regional program ISP or IDAPP shall account for and report the funds and expenses associated with the regional program ISP or IDAPP in its community services performance contract and in its quarterly performance contract reports submitted through to the Department.

h. The CSB responsible for implementing an individual's regional program ISP or IDAPP shall ensure that the appropriate information about that individual and his or her services is entered into its management information system so that the information can be through reports to the Department.

i. The participating CSBs may use regional program funds to establish and provide regional or sub-regional services when this is possible and would result in increased cost effectiveness and clinical effectiveness.

j. Operation of a RDAP is governed by the Discharge Assistance Program Manual issued by the Department and provisions of Exhibit C of the performance contract.

5. General Terms and Conditions

a. CSBs, the Department, and any other parties participating in a regional program agree that they shall comply with all applicable provisions of state and federal law and regulations in implementing any regional programs to which these procedures apply. The CSB and the Department shall comply with or fulfill all provisions or requirements, duties, roles, or responsibilities in the current community services performance contract in their implementation of any regional programs pursuant to these procedures.

b. Nothing in these procedures shall be construed as authority for the CSB, the Department, or any other participating parties to make commitments that will bind them beyond the scope of these procedures.

c. Nothing in these procedures is intended to, nor does it create any claim or right on behalf of any individual to any services or benefits from the CSB or the Department.

6. Project Management

a. The Department shall be responsible for the allocation of regional program state and federal funds and the overall management of the regional program at the state level.

b. The RMG shall be responsible for overall management of the regional program and coordination of the use of funding provided for the regional program in accordance with these procedures.

c. The CSB shall be responsible for managing regional program funds it receives in accordance with these regional program procedures.

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d. Payments generated from third party and other sources for any regional program shall be used by the region or CSB to offset the costs of the regional program. The CSB shall collect and utilize all available funds from other appropriate specific sources before using state and federal funds to ensure the most effective use of these state and federal funds. These other sources include Medicare; Medicaid-fee-for service, targeted case management payments, rehabilitation payments, and ID waiver payments; other third-party payors; auxiliary grants; SSI, SSDI, and direct payments by individuals; payments or contributions of other resources from other agencies, such as social services or health departments; and other state, local, or Department funding sources.

e. The Department may conduct on-going utilization review and analyze utilization and financial information, and events related to individuals served, such as re-hospitalization, to ensure the continued appropriateness of services and to monitor the outcomes of the regional program. The utilization review process may result in adjustment to or reallocation of state general and federal funding allocations for the regional program.

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DBHDS Program Funding
State and Federal Indirect Cost Rate Policy

Version 2.0

Effective Date: July 1, 2026

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DBHDS Program Funding
State and Federal Indirect Cost Rate Policy

I. Federal Indirect Cost Rate

The Office of Management and Budget (OMB) updated grant guidance effective October 1, 2024, allowing:

- An increase in the allowable indirect cost rate from 10% to 15% of Modified Total Direct Costs (MTDC).
- An increase in the MTDC subaward ceiling from $25,000 to $50,000.
- An increase in the threshold for equipment from $5,000 to $10,000.
- The revised rate can only be claimed on costs incurred after Oct. 1, 2024

Community Services Boards (CSBs) with a negotiated Indirect Cost Rate above 15% from their cognizant federal agency shall be honored by DBHDS.

II. Definitions

Indirect Costs: Includes costs incurred for a common or joint purpose benefiting more than one cost objective (e.g., accounting, HR, procurement, administration).

Modified Total Direct Cost (MTDC) Includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subaward (regardless of the period of performance of the subawards under the award).

MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

III. Federal Negotiated Indirect Cost Rate (NICRA)

Pass-through entities (PTE) must accept all federally negotiated indirect cost rates for subrecipients per 2 CFR § 200.332(b)(4). The pass-through entity must not require the use of the de minimis indirect cost rate (current 15%) if the subrecipient has an approved indirect cost rate negotiated with the Federal Government. (§ 200.332 Requirements for pass-through entities)

IV. DBHDS State Indirect Cost Rate (IDCR)

The indirect cost rate in Virginia varies by organization and funding source. Rates for state agencies are often set by the Virginia Department of Planning and Budget (DPB). DBHDS does not have a DPB-established rate; therefore, DBHDS Executive Leadership must establish, review, and approve any changes.

V. State Indirect Cost Rate Definitions

Direct Administrative Costs: Includes costs directly related to program administration (e.g., salaries, fringe benefits, materials, supplies, contractual costs).

Indirect Costs: Includes Costs benefiting multiple programs within a CSB (e.g., administrative staff salaries, finance, quality, postage, security).

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VI. Program Services

Effective July 1, 2026, the allowable individual program services (non-regional) indirect cost rate will be set at 15%. Due to program-specific considerations, DBHDS may, under certain circumstances, apply a rate lower than 15%.

The Federal Negotiated Indirect Cost Rate (NICRA) is not applicable to state funds. Use of the Federal Negotiated Indirect Cost Rate (NICRA) for state general funds must be reviewed and approved through a contract agreement with the Department.

VII. Regional Administrative Indirect Cost Rate

Effective July 1, 2026, the Regional Administrative Indirect Cost Rate for state funding may be allocated directly to CSBs by DBHDS, through the Regional Fiscal Agent, who may retain a portion for administrative costs:

- **Pass-through only: Up to 5%** - For the purposes of this policy, pass-through means for the purchase of services on behalf of individuals. If the Regional Fiscal Agent is only passing the funding through to another CSB or service entity and does not enter into a contract or manage the program for which the funds are intended, the Regional Fiscal Agent may retain the allocation amount for Administrative Costs.
- **Subcontract management: Up to 7.5%** - If the Regional Fiscal Agent enters into a subcontract with another entity which will allow the third party to administer the service or program, the Regional Fiscal Agent may retain the allocation for Administrative Costs.
- **Direct program administration: Up to 15% -** If the Regional Fiscal Agent is directly administering the program or service for which the funds are intended, the Regional Fiscal Agent may retain the allocation for Administrative Costs.

The Federal Negotiated Indirect Cost Rate (NICRA) is not applicable to state funds. Use of the Federal Negotiated Indirect Cost Rate (NICRA) for state general funds must be reviewed and approved through a contract agreement with the Department.

VIII. Where to Find Current Rates

- Federal IDCR
  - Code of Federal Regulations
  - WebGrants: Navigate to People and Organizations → Organization Database → Organization Information → Federally Approved Indirect Cost Rate.
  - OEMS System of Record (SoR): CSB Lookup, column titled Indirect Cost Rate
- DBHDS State Indirect Cost Rate (IDCR) – DBHDS will established by the of end of the first quarter of the SFY27 fiscal year.

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Version History

Version	Date	Change By	Rationale
1.0	02/19/2026	Chaye Neal-Jones	Merged federal and state policy; sunset Regional Administrative Fees Policy and revise the language dated 4/20/2021.Received internal and external stakeholder input.

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AMENDMENT 4
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT AND SUPPLEMENTAL DOCUMENTS
Highlands Community Services
Contract No. P1636.768.4

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Other Performance Contract Document Attachments

☐Exhibit A: Resources and Services (Only available through the electronic reporting application provided by the Department)
☒Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures
☐Exhibit C: PHI Data Sharing and Use Agreement (Repurposed effective July 1, 2025)
☐Exhibit D: Individual CSB Performance Measures (Provided separately as needed by the Department)
☒Exhibit E: Performance Contract Schedule and Process
☒Exhibit F: Federal Grant Requirements
☐Exhibit F(B): Single Audit Exemption Form (Template Document provided by Department)
☒Exhibit F(C): Assurance of Compliance - Title VI of the Civil Rights Act of 1964
☒Exhibit G: Community Services Boards Master Programs Services Requirements
☐Exhibit H: Regional Local Inpatient Purchase of Services (LIPOS) Requirements
☒Exhibit I: IT Security and Compliance
☐Exhibit J: Certified Preadmission Screening Clinicians Requirements
☐Exhibit K: State Hospital Census Management Admission and Discharge Requirements
☒Exhibit L: List of Acronyms (See Table of Contents)
☒Exhibit M: Department of Justice Settlement Agreement
☒Addendum I: Administrative Requirements and Processes and Procedures
☐Addendum II: Partnership Agreement
☐Addendum III: RESERVED FOR FUTURE USE

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AMENDMENT 4
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT AND SUPPLEMENTAL DOCUMENTS
Highlands Community Services
Contract No. P1636.768.4

1. Purpose

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

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

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

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

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

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

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2. Defined Terms

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

Data Reporting Mechanism is defined as CCS Extract and CARS or their successors

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

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

Fiscal Agent the Fiscal Agent has two specific purposes.

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

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

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

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

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

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

State General Funds these are funds that are appropriated by the Virginia General Assembly and are

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identified in each current Appropriation Act. The act is not considered law until it is signed by the Governor of Virginia.

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

3. Relationship

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

4. Term and Termination

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

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

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

5. Contract Amendment

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

6. Services

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

7. Service Change Management

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

Pursuant to 12VAC35-105-60 of the *Rules and Regulations for Licensing Providers by the Department of*

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Behavioral Health and Developmental Services, the CSB shall not modify a licensed service(s) without submitting a modification notice to the Office of Licensing in the Department at least 30 days in advance of the proposed modification.

8. Funding Requirements

A. Funding Resources

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

B. Funding Allocations

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

C. Expenses for Services

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

D. Use of Funds

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

2. **Medicaid Billing** - The CSB shall maximize billing and collecting Medicaid payments and other fees in all covered services to enable more efficient and effective use of the state and federal funds allocated to it and report to the Department on the total Medicaid revenue each year. The CSB shall develop mechanisms to inform clients on how to apply for Medicaid coverage.

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

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funds.

E. Availability of Funds

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

F. Local Match

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

G. Local Contact for Disbursement of Funds

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

   Fiscal and Grants Management Office
   Virginia Department of Behavioral Health and Developmental Services
   Eric.Billings@dbhds.virginia.gov

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

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

9. Billing and Payment Terms and Conditions

A. Federal Funds Invoicing

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

1. CSB shall only be reimbursed for actual, reasonable, and necessary costs based on its award amounts.
2. An invoice under this agreement shall include only reimbursement requests for actual, reasonable, and necessary expenditures.
3. Expenditures required in the delivery of services shall be subject to any other provision of this

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agreement relating to allowable reimbursements.

4. An invoice under this agreement shall not include any reimbursement request for future expenditures.
5. An invoice under this agreement shall be processed when the Department's FSGMO is in receipt of any required documentation.

B. Payment Terms

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

C. Reconciliation and Closeout Disclosures

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

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

DBHDS
Office of Fiscal and Grants Management
PO Box 1797
Richmond, VA 23218-1797
C/O Eric Billings

Or

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

Account Number: 201141795720002
Routing Number: 061000104
EIN: 546001731

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

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

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

Approval to execute an ACH payment is not required, but DBHDS must be aware that the payment is

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coming to account for it properly.

10. CSB Responsibilities

A. Exhibit A

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

B. Populations Served

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

C. Scope of Services

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

D. Response to Complaints

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

The CSB shall acknowledge complaints that the Department refers to it within five (5) business days of receipt and provides follow up commentary on them to the Department within 10 business days of receipt. The CSB shall post copies of its procedures in its public spaces and on its website, provide copies to all individuals when they are admitted for services.

E. Quality of Care

1. **Department CSB Performance Measures:** CSB staff shall monitor the CSB's outcome and performance measures in Exhibit B, identify and implement actions to improve its ranking on any measure on which it is below the benchmark, and present reports on the measures and actions at least quarterly during scheduled meetings of the CSB board of directors.
2. **Quality Improvement and Risk Management:** The CSB shall develop, implement, and maintain a quality improvement plan, itself or in affiliation with other CSBs, to improve services, ensure that services are provided in accordance with current acceptable professional practices, and address areas of risk and perceived risks. The quality improvement plan shall be reviewed annually and updated at least every four years.
    a. The CSB shall develop, implement, and maintain, itself or in affiliation with other CSB, a risk management plan or participate in a local government's risk management plan. The CSB shall work with the Department to identify how the CSB will address quality improvement activities.
    b. The CSB shall implement, in collaboration with other CSBs in its region, the state hospitals and training centers serving its region, and private providers involved with the public mental health, developmental, and substance use disorder services, regional utilization and management procedures and practices.
3. **Critical Incidents:** The CSB shall implement procedures to ensure that the executive director is

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

F. Reporting Requirements and Data Quality

1. **Individual Outcome and CSB Provider Performance Measures**

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

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

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

2. **Electronic Health Record**

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

3. **Reporting Requirements**

CSBs are required to report data to DBHDS related to program services funded in part or in whole by state and/or federal funds.

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

a. Report individual characteristic and service data to the Department, as required by § 37.2- 508 or § 37.2-608 of the Code, the federal Substance Abuse and Mental Health Services Administration, and Part C of Title XIX of the Public Health Services Act - Block Grants, § 1943 (a) (3) and § 1971 and § 1949, as amended by Public Law 106- 310, and as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (a) (1) and (d) of the HIPAA regulations and §32.1-127.1:03.D (6) of the Code, and as defined in the current Data Reporting Mechanism specifications, including the current Business Rules.

b. Follow the current Data Reporting Mechanism specifications, when responding to reporting requirements established by the Department.

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

d. Follow the user acceptance testing process described in Appendix D of the CSB Administrative Requirements for new data reporting releases and participate in the user acceptance testing process when requested to do so by the Department.

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e. Report program service data on substance abuse prevention and mental health promotion services provided by the CSB that are supported wholly or in part by the SABG set aside for prevention services through the prevention data system. Report all prevention and any other mental health promotion services financial data (report funding, expenditure, and cost data on these services) through the Department's Data Reporting Mechanism.

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

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

4. **Routine Reporting Requirements**

The CSB shall account for all services, funds, expenses, and costs accurately and submit reports to the Department in a timely manner using current programmatic and financial Data Reporting Mechanism, or other software provided by the Department. All reports shall be provided in the form and format prescribed by the Department in accordance . The CSB shall provide the following information and meet the following reporting requirements:

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

b. Demographic characteristics of individuals receiving services and types and amounts of services provided to each individual monthly through the current Data Reporting Mechanism.

c. Federal Balance Report.

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

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

f. Other reporting requirements in the current Data Reporting Mechanism specifications.

5. **Subsequent Reporting Requirements:** In accordance with State Board Policy 1030, the CSB shall work with the Department through the VACSB DMC to ensure that current data and reporting requirements are consistent with each other and the current , the current Data Reporting Mechanism and the federal substance abuse Treatment Episode Data Set (TEDS) and other federal reporting requirements. The CSB also shall work with the Department through the VACSB DMC in planning and developing any additional reporting or documentation requirements beyond those identified in this contract to ensure that the requirements are consistent with the current , the current Data Reporting Mechanism, and the TEDS and other federal reporting requirements.

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

7. **Streamlining Reporting Requirements:** The CSB shall work with the Department through the VACSB DMC to review existing reporting requirements including the current Data Reporting Mechanism to determine if they are still necessary and, if they are, to streamline and reduce the number of portals through which those reporting requirements are submitted as much as possible; to ensure reporting requirements are consistent with the current Data Reporting Mechanism

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specifications and ; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.

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

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

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

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

11. Subcontracting

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

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

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

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

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A. Subcontracts

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

B. Subcontractor Compliance

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

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

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

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

C. Subcontractor Dispute Resolution

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

D. Quality Improvement Activities

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

12. Compliance with Laws

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

A. DATA PRIVACY

1. The Parties shall comply with the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (1996) and its accompanying standards found at 45 CFR 160, 162, and 164 (HIPAA), the Virginia Health Records Privacy Act found at § 32.1-127.1:03 of the Code of Virginia, 42 CFR Part 2,

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the 21st Century Cures Act, and the HITECH Act by their compliance dates, and where federal requirements and applicable state statutes or regulations are contrary and state statutes or regulations are more stringent, as defined in 45 CFR §160.202.

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

B. Employment Anti-Discrimination

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

C. Service Delivery Anti-Discrimination

1. The CSB shall conform to the applicable provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Virginians with Disabilities Act, the Civil Rights Act of 1991, regulations issued by the U.S. Department of Health and Human Services pursuant thereto, other applicable statutes and regulations, and as further stated below.
2. Services operated or funded by the CSB have been and will continue to be operated in such a manner that no person will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under such services on the grounds of race, religion, color, national origin, age, gender, or disability.
3. The CSB and its direct and contractual services will include these assurances in their services policies and practices and will post suitable notices of these assurances at each of their facilities in areas

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accessible to individuals receiving services.

4. The CSB will periodically review its operating procedures and practices to ensure continued conformance with applicable statutes, regulations, and orders related to non- discrimination in service delivery.

D. General State Requirements

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

E. Conflict of Interests

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

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

F. Freedom of Information

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

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

G. Protection of Individuals Receiving Services

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

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

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

H. Licensing

The CSB shall comply with the *Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services.* The CSB shall establish a system to ensure ongoing

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compliance with applicable licensing regulations. CSB staff shall provide copies of the results of licensing reviews, including scheduled reviews, unannounced visits, and complaint investigations, to all members of the CSB board of directors in a timely manner and shall discuss the results at a regularly scheduled board meeting. The CSB shall adhere to any licensing guidance documents published by the Department.

13. Department Responsibilities

A. Program and Service Reviews

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

B. State Facility Services

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

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

   In addition, the Department and the CSB shall work jointly to identify or develop other mechanisms, as appropriate, that will be employed collaboratively by the CSB and the state hospitals to manage the utilization of state hospital beds.

3. **Continuity of Care:** The Department shall manage its state hospitals and training centers in accordance with State Board Policy 1035, to support service linkages with the CSB, including adherence to the applicable continuity of care procedures, and the current Exhibit K and other applicable document provided by the Department. The Department shall assure state hospitals and training centers use teleconferencing technology to the greatest extent practicable to facilitate the CSB's participation in treatment planning activities and fulfillment of its discharge planning responsibilities for individuals in state hospitals and training centers for whom it is the case management CSB.

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

5. **Planning:** The Department shall involve the CSB, as applicable and to the greatest extent

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possible, in collaborative planning activities regarding the future role and structure of state hospitals and training centers.

C. Quality of Care

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

D. CSB Performance Dashboard

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

E. Utilization Management

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

F. Human Rights

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

G. Licensing

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

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H. Peer Review Process

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

I. Electronic Health Record (EHR)

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

J. Reviews

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

K. Reporting and Data Quality Requirements

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

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

L. Data Submission

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

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

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procedures to protect the confidentiality of this information pursuant to § 37.2-504 or § 37.2-605 of the Code and HIPAA.

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

M. Data Elements

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

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

N. Streamlining Reporting Requirements

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

O. Data Quality

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

P. Surveys and Additional Data Reporting Requests

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

Q. Communication

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

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

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that affect requirements in this contract.

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

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

R. Department Comments or Recommendations on CSB Operations or Performance

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

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

14. Compliance and Remediation

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

A. In accordance with subsection G of § 37.2-508 of the Code, or if a behavioral health authority, subsection G of § 37.2-608 of the Code, the CSB shall not be eligible to receive state-controlled funds for mental health, developmental, or substance abuse services after September 30 of each year unless:

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

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

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

4. The CSB is in substantial compliance with its performance contract or is making progress to come into substantial compliance through the Department's remediation process. In accordance with subsection E of § 37.2-508, or if a behavioral health authority, subsection E of § 37.2-608, of the Code, the Department may terminate all or a portion of this contract, after unsuccessful use of the remediation process described in Section 14.C.3 below and after affording the CSB, or behavioral health authority, an adequate opportunity to use the appeal process described in Section 14.C.3.f.

B. Remediation Process

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

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

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

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

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

2. If the CSB determines the informal dispute resolution process is unsuccessful at addressing any CSB performance contract or any Exhibit, the CSB may use the following process:

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

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

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

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

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

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

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

   c. If the CSB submits a request to remediate, OEMS shall, within 15 days after receipt of the CSB's remediation request, submit the justification for the Department's determination of substantial noncompliance and the CSB's remediation request to the Department's Deputy Commissioner for

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Community Services for review and approval to move forward with a CAP to address the substantial compliance issues with its contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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iv. Subject to provisions of the Freedom of Information Act, the panel shall convene in closed session at the end of the hearing and shall issue written recommended findings of fact within seven days of the hearing. The recommended findings of fact shall be submitted to the Department's Chief Deputy of Community Services and to the Commissioner or their designee(s) for the final decision.

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

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

vi. If the CSB's appeal is unsuccessful, the Department may take its intended enforcement action, including withholding or reducing funds, requiring repayment of funds, or terminating all or part of the CSB's performance contract as provided in § 37.2-508(C)(6)(c).

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

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

15. Liability

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

16. Severability

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

17. Counterparts and Electronic Signatures

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

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18. 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: Daryl Washington

Title: Commissioner

Date: _____

Highlands Community Services

By: _____

Name: William Hartley

Title: Chairperson

Date: _____

By: _____

Name: **Rebecca Holmes**

Title: Executive Director

Date: _____

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AMENDMENT 4
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT AND SUPPLEMENTAL DOCUMENTS
Highlands Community Services
Contract No. P1636.768.4

19. Exhibit L: List of Acronyms

Acronym	Name	Acronym	Name
ACE	Adverse Childhood Experiences	NCI	National Core Indicators
ACT Community Treatment (ACT) – Effective 7.1.2021	Assertive Community Treatment (ACT) – Effective July 1, 2021		
BAA	Business Associate Agreement (for HIPAA compliance)	NGRI	Not Guilty by Reason of Insanity
CARS	Community Automated Reporting System	OEMS	Office of Management Services
CCS	Community Consumer Submission -sunset effective July 1, 2025	PACT	Program of Assertive Community Treatment– Retired as of 7.1.2021, See Assertive Community Treatment (ACT)
CFR	Code of Federal Regulations	PATH	Projects for Assistance in Transition from Homelessness
CIT	Crisis Intervention Team	PHI	Protected Health Information
CPMT	Community Policy and Management Team (CSA)	PII	Personally Identifiable Information
CQI	Continuous Quality Improvement	PSH	Permanent Supportive Housing
CRC	Community Resource Consultant (DD Waivers)	QSR	Quality Service Reviews
CSA	Children's Services Act (§ 2.2-5200 et seq. of the Code)	RCSU	Residential Crisis Stabilization Unit
CSB	Community Services Board	RDAP	Regional Discharge Assistance Program
DAP	Discharge Assistance Program	REACH	Regional Education Assessment Crisis Services Habilitation
DBHDS	Department	RFP	Request for Proposal
DD	Developmental Disabilities	RMG	Regional Management Group
Department	Department of Behavioral Health and Developmental Services	RST	Regional Support Team (DD Waivers)

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

AGENDA ITEM NO. 8.A

Item Cover Page

BOARD OF SUPERVISORS AGENDA ITEM REPORT

DATE: August 25, 2026

SUBMITTED BY: Alicia Roland , County Administrator

ITEM TYPE: Information Item

AGENDA SECTION: BOARD MEMBER REPORTS

SUBJECT: Board Member Reports

SUGGESTED MOTION:

BACKGROUND AND SUMMARY:

Rules Governing Board Member Reports:

The following is excerpted from the By-Laws of the Washington County Board of Supervisors, Article 7., Agendas for Board of Supervisors Meetings, and Article 8., Conduct of Meetings of the Board of Supervisors:

Article 7. Agendas for Board of Supervisors Meetings.

7.5. The Board shall take no Action of Record on any matter that is not on the Meeting Agenda unless amendment of the Meeting Agenda is requested at the time of Approval of the Agenda. Amendment of the Meeting Agenda requires a majority vote in favor. Upon Approval of the Agenda, no further amendments may be made except as provided for in paragraph 7.4. Any action to be taken as a result of Closed Meeting is exempt from the provisions of this paragraph. Actions shall not be taken in response to a “Special Presentation” item on the Agenda unless, by consensus, the Board determines to proceed with consideration of an action in response to a “Special Presentation.”

Article 8. Conduct of Meetings of the Board of Supervisors.

8.6.13. Board Member Reports shall facilitate the presentation of comments, reports and proposed Items of Business not otherwise part of the Meeting Agenda by individual Board members in round table fashion. Matters may be presented for information, discussion and consensus agreement of the Board, and/or scheduled for further consideration as an Item of Business at a future meeting of the Board. When speaking during Board Member Reports, Board members shall be limited to five (5) minutes, at which time the Chairman may at his discretion suspend further presentation from the Board member and request action by consensus agreement of Board members present at the Table to permit additional time to conclude the presentation. No Board member shall yield time or place under Board Member Reports to any other Board member or other person. No member of the Board shall have any other position reserved for them on the Meeting Agenda other than under Board Member Reports.

ATTACHMENTS:

AGENDA ITEM NO. 9.A

Item Cover Page

BOARD OF SUPERVISORS AGENDA ITEM REPORT

DATE: August 25, 2026

SUBMITTED BY: Alicia Roland , County Administrator

ITEM TYPE: Information Item

AGENDA SECTION: BOARD INFORMATION AND REMINDERS

SUBJECT: BOARD INFORMATION AND REMINDERS

SUGGESTED MOTION: Board Information and Reminders

BACKGROUND AND SUMMARY:

Board Information:

1. Expiring Appointments
2. VACo County Connections Newsletter

ATTACHMENTS:

EXPIRING APPOINTMENTS TO BOARDS, AUTHORITIES AND COMMISSIONS

Planning Commission

Appointee		*Current Term Expires*
Christina Rehfus	F-21 Tyler	June 30, 2024

Industrial Development Authority

Appointee		*Current Term Expires*
Dale Cook	F-21 Tyler	November 13, 2026
Randall Blevins	C-21 Madison	November 13, 2026

Park Authority

Appointee		*Current Term Expires*
Jennifer Blankenship	A-21 Harrison	June 30, 2026
Michael Wright	E-21 Taylor	June 30, 2026

SW VA Cultural Heritage Foundation

Appointee	*Current Term Expires*
Mary Anne Holbrook	June 30, 2025

COUNTY CONNECTIONS
The Newsletter of the Virginia Association of Counties
Friday, August 7, 2026



Governor Spanberger Confirmed as Keynote Speaker

RESERVE YOUR SPOT

VACo County Officials' Summit

Thursday, August 13, 2026 | **Omni Richmond Hotel** | **AGENDA**

Governor Abigail Spanberger headlines a powerhouse lineup at the VACo County Officials' Summit. Register today to join us on Thursday, August 13 at the Omni Richmond Hotel. The Governor will share her vision for counties heading into the 2027 General Assembly Session.

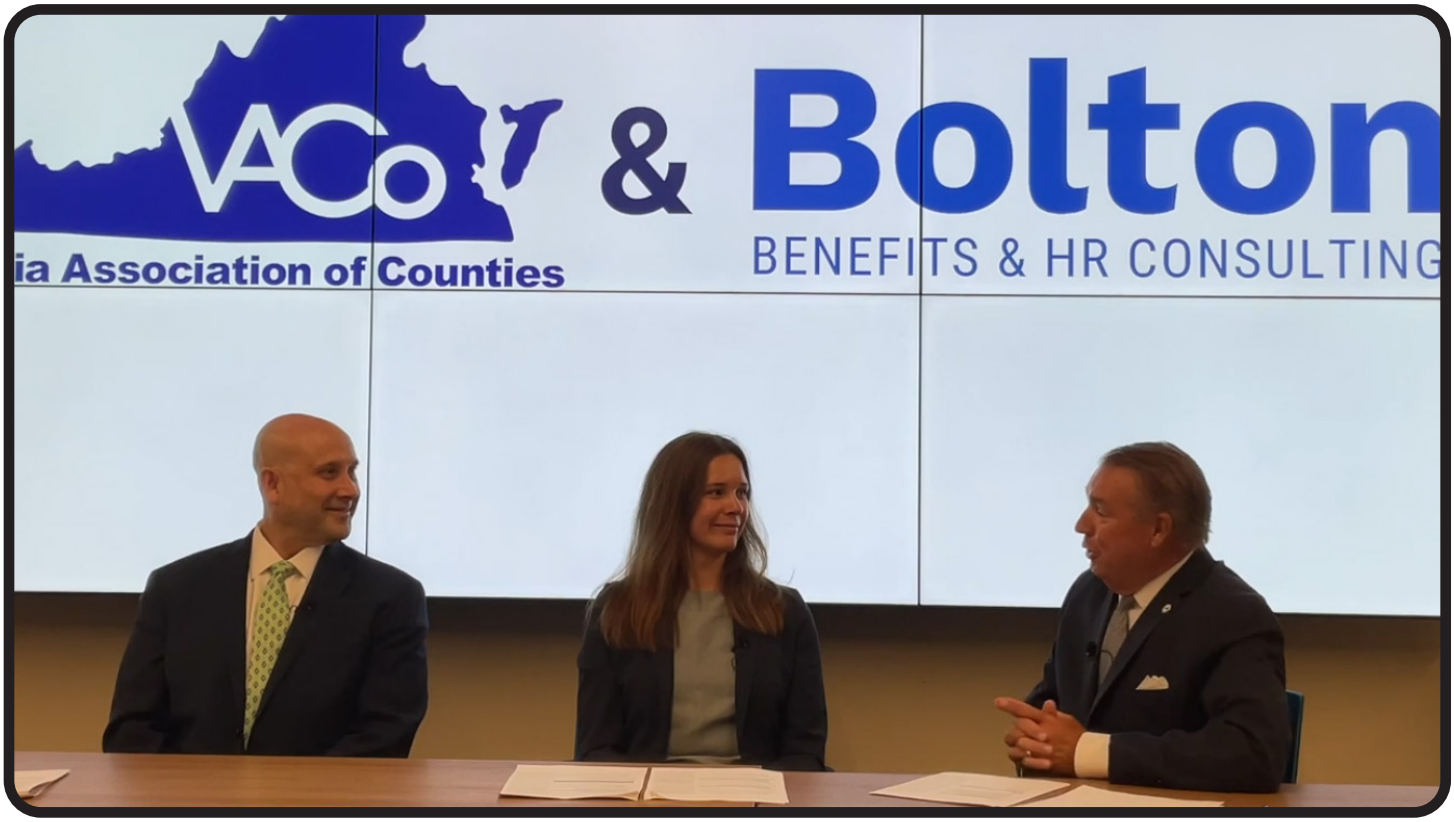
Also confirmed to speak are the following cabinet members.

- The Honorable David L. Bulova, Secretary of Natural and Historic Resources
- The Honorable Josephus Allmond, Chief Energy Officer
- The Honorable Dr. Jeffery O. Smith, Secretary of Education
- The Honorable Mark D. Sickles, Secretary of Finance
- The Honorable Katie K. Frazier, Secretary of Agriculture and Forestry
- The Honorable Carrie H. Chenery, Secretary of Commerce and Trade

Additionally, the agenda includes a panel discussion led by the Sorensen Institute for Civic Leadership. If you have a question for the cabinet members or the Sorensen panel - **please fill out this form**.

The afternoon features VACo Steering Committee Meetings that help the association develop its 2027 Legislative Program.

Contact Valerie Russell at **vrussell@vaco.org** with questions about registration or to reserve a hotel room.



Premier Partner Spotlight Bolton Consulting

Understanding Virginia's New Paid Family and Medical Leave (PFML) Program | Watch the Video

Virginia recently enacted a Paid Family and Medical Leave (PFML) insurance program that will provide eligible employees up to 12 weeks of job-protected paid leave each year for qualifying family, medical, military, and safety-related needs (4 weeks). Employers will have the option to take part in the State Plan or implement an approved Private Plan, with contributions beginning in April 2028 and benefits available in December 2028.

VACo has partnered with Bolton to communicate the PFML benefit to the Counties in VA. As part of this partnership, VACo and Bolton developed the **attached video**. The video provides an overview of the new law, key implementation timelines, employer responsibilities, and strategic considerations for Virginia counties and public sector employers.

VDEM Emergency Management Studies Advance with Local Government Engagement

The Virginia Department of Emergency Management (**VDEM**) continues to make progress on two major studies examining the future of emergency management in the Commonwealth, with county representatives and other stakeholders providing critical input throughout the process.

During an August 6 stakeholder meeting, VDEM and its research partner, **CNA**, provided an update on the Emergency Management Needs Evaluation (**HB 169 (Askew)** / **SB 98 (Stanley)**) and the Non-Declared Response Needs Assessment (**HB 1189 (O'Quinn)**). The two studies are being conducted in tandem to ensure their findings are aligned and provide a comprehensive assessment of Virginia's emergency management capabilities and funding needs.

According to the project team, the Emergency Management Needs Evaluation will document current state and local emergency management capabilities, identify priority needs, examine existing funding structures, evaluate the sustainability of current funding, and develop recommendations for long-term funding models. The report is scheduled for delivery to the Secretary of Public Safety and Homeland Security by September 1, with submission to the General Assembly due October 1.

Researchers are currently in the analysis phase, reviewing emergency management capabilities, funding trends, after-action reports, operational data, and best practices from other states. The study is also examining the impacts of changing federal funding, including the loss of Urban Area Security Initiative (UASI) funding in parts of Virginia, and comparing funding approaches used in neighboring states.

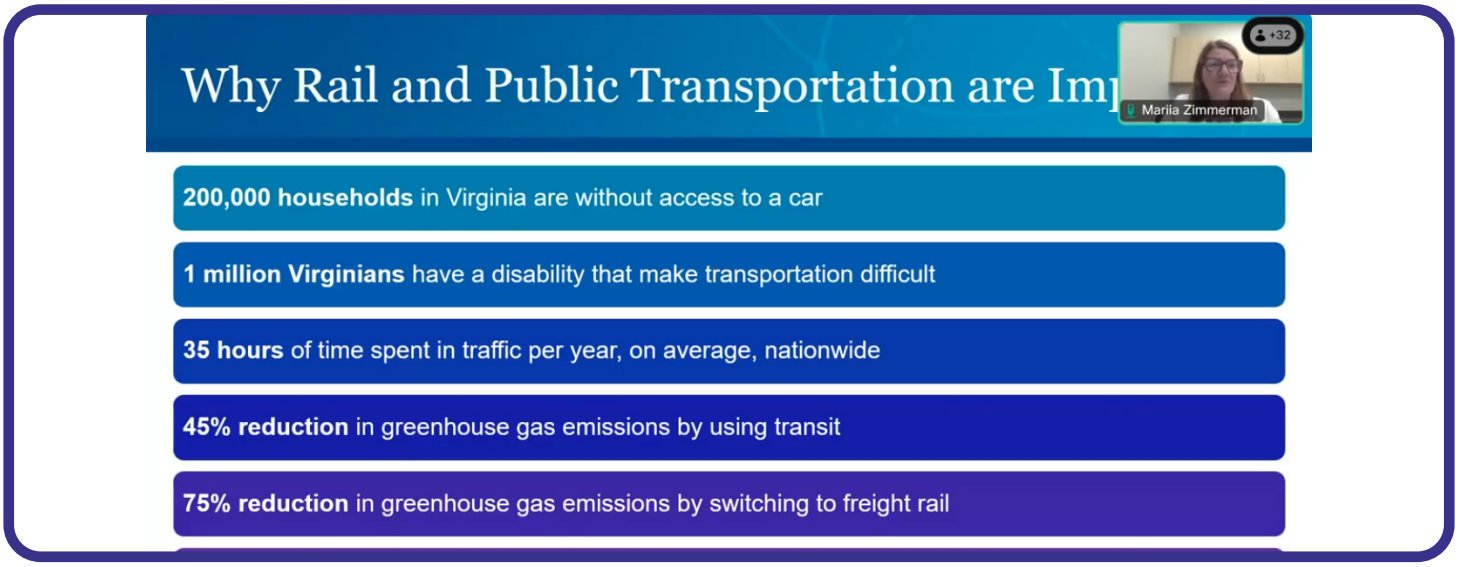
VDEM encouraged local government stakeholders to continue sharing information and supporting documentation as the analysis progresses. The project timeline calls for preliminary findings in early August, a draft report during the week of August 17, review and validation the following week, and a final draft by the end of August.

The next stakeholder meeting is scheduled for August 19, where the project team will present emerging findings from the Emergency Management Needs Evaluation and seek additional feedback from participants before finalizing recommendations.
VACo appreciates VDEM's continued engagement with local governments throughout this process and encourages county emergency managers and administrators to remain involved. These studies represent an important opportunity to identify long-term funding and policy solutions that strengthen emergency management capacity across the Commonwealth.

VACo supports efforts to study emergency management needs and associated funding, evaluate the sustainability of present funding models, and assess alternative funding strategies employed in other states.

VACo Contact: Jeremy R. Bennett

VACo DRPT Webinar: Virginia Transit & Rail Update: Funding, Policy, and What's Ahead



On June 24, VACo hosted a webinar with DRPT Director Mariia Zimmerman covering the state of rail and public transportation in Virginia and what it means for counties.

The webinar covered many topics including:

- **Why counties matter to transit.** Local land use decisions, infrastructure, planning, and funding all shape how transit works on the ground.
- **DRPT's role.** An overview of the agency's mission, its FY26-31 funding responsibilities, and how it works alongside VDOT and the Virginia Passenger Rail Authority (VPRA).
- **The case for investment.** Data on Virginians without car access, the disability population relying on transit, and the economic and emissions benefits of rail and public transportation.
- **Virginia's transit and rail network.** A snapshot of the state's 41 transit systems, human service providers, MPOs, railroads, Virginia Railway Express, Amtrak, and the Virginia Breeze intercity bus service.
- **Funding programs.** An overview of the newly approved FY27-32 Six-Year Improvement Program ($7.4 billion), the Commonwealth Rail Fund, Rail Preservation and FREIGHT grant programs, the Rail Industrial Access grant, and the Commonwealth Mass Transit Fund.
- **Support for vulnerable populations.** Human service transportation grants, the Transit Ridership Incentive Program (TRIP), and the Rural Transit Assistance Program.
- **Getting transit started locally.** How counties can use MERIT Demonstration grants to pilot new or expanded transit service.

What's ahead. General Assembly-directed studies, the **Statewide Rail Plan update,** and upcoming changes to the statewide transit operating formula (MERIT), with CTB recommendations expected in September 2026.

The slides presented during the meeting can be found **here**. The full webinar is available to watch **here**.

VACo Contact: James Hutzler

VA250

Celebrating Virginia's History: Brown's Ferry Historic Home



A long-standing tradition maintains that Brown's Ferry was the birthplace of William Mahone (1826-1895), the colorful Confederate general who achieved fame during the 1864 siege of Petersburg. Known as the "Hero of the Crater," Mahone closed the gap caused when Union forces tunneled under the Confederate lines and set off a huge explosion. After the war, Mahone became a railroad executive and leader of the Readjuster party, and also played a significant role in improving the state's public schools. Brown's Ferry was completed by 1818 for William Hodges and was one of the largest and finest Federal dwellings built in Southampton County. Mahone's father, Fielding Mahone, purchased the property from Hodges's heirs in 1826. Generous in scale, the two-story structure has finely detailed Federal woodwork.

SOURCE: [VA250.org](VA250.org)



VACo 2026 REGIONAL MEETINGS

- **REGION 2** | May 27 | York County
- **REGIONS 6&7** | June 17 | Greene County
- **REGION 1** | June 22 | New Kent County
- **REGION 10** | July 9 | Henry County
- **REGION 8** | July 15 | Fairfax County
- **REGION 4** | July 28 | Greensville County
- **REGION 9** | August 5 | Alleghany County
- **REGION 3** | August 18 | Chesterfield County
- **REGIONS 11&12** | September | Montgomery County
- **REGIONS 12&13** | September | Russell County
- **REGION 5** | TBA

CREEKSIDE Insurance Advisors, Inc.

SGH BUSINESS SOLUTIONS

The Intersection of Employee Benefits and Employer Tax Savings

City, town, and county leaders across Virginia face ongoing pressure to offer competitive employee benefits while carefully managing public funds. Rising healthcare costs make this balance increasingly difficult. One approach gaining attention is The CHAMP Plan, a supplemental benefit designed to strengthen coverage without adding net expense to local government budgets.

The CHAMP Plan works alongside an existing group health plan rather than replacing it. Employees keep their current medical coverage, doctors, and networks. CHAMP layers on practical, day-to-day benefits that employees use most often—unlimited primary and urgent care visits with $0 copays, no-cost prescriptions for common medications, 24/7 virtual care, and proactive wellness tools. By handling many of these routine services, the plan can help reduce the volume of smaller claims that would otherwise hit the major medical plan.

The financial design is what creates the dual advantage. Employees fund the program through pre-tax payroll deductions under an IRS Section 125 cafeteria plan. This reduces taxable wages and generates matching FICA tax savings for the employer—approximately $573.60 per participating employee each year—at zero net cost to the locality. The majority of employees also see an increase in take-home pay, often averaging around $125 per month, because of the tax savings combined with the plan benefits.

For local governments, the result is a stronger benefits package that supports recruitment and retention, encourages preventive care, and delivers measurable tax savings that scale with enrollment. In some cases, it can also help moderate workers' compensation premium rates. The plan integrates with existing payroll systems and leaves the core group health plan fully intact.

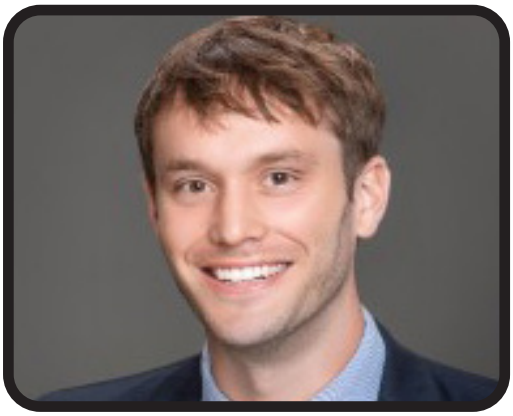
In an environment of tight budgets and growing demand for skilled public employees, CHAMP offers a practical way to improve benefits while protecting taxpayer resources.

For more information, contact Donna Webb at
540-722-2529 or donnaw@creeksideadvisors.net.

Click this link for an interactive presentation: https://umustsee.net/ZVV2YS

Pearson Promoted to Deputy County Administrator; Bishop Named Planning & Development Director

Wyatt Pearson





John Bishop

Frederick County recently announced a key leadership transition designed to support the County's continued growth and long-term strategic planning. Wyatt Pearson, AICP, formerly the County's Planning & Development Director, was promoted to Deputy County Administrator, effective July 1, 2026. John Bishop, AICP, who presently serves as Deputy Director of Planning & Development, assumed the position of Planning & Development Director, effective August 1, 2026.

Pearson will join Deputy County Administrator Jay Tibbs in supporting County Administrator, Mike Bollhoefer, in the County Administration Office, with oversight of major initiatives, organizational management, and cross-departmental coordination. Pearson brings a strong background in public service, previously serving as Planning Director since 2021, as well as Planning and Zoning Administrator and Town Manager in Strasburg, Virginia. He is a Certified Planner (AICP) through the American Institute of Certified Planners and holds a Bachelor of Science in Environmental Policy and Planning and a Master of Urban and Regional Planning, both from Virginia Tech.

Bishop brings more than 25 years of experience in transportation planning, infrastructure programming, and public policy to his new leadership role. Since joining Frederick County in 2006, he has led regional transportation planning, public private partnerships, and grant development efforts, overseeing infrastructure improvements that have enhanced mobility and quality of life across the County.

John is also a Certified Planner and holds a Master of Urban and Regional Planning from Virginia Commonwealth University and a Bachelor of Science in Environmental Policy and Planning from the University of Wisconsin–Green Bay.

Quote from County Administration: "Wyatt and John have been key contributors to the County's planning and development efforts. Their promotions provide continuity in leadership and ensure we remain well positioned to manage growth, advance major projects, and support effective service delivery for our residents." – **Mike Bollhoefer, County Administrator**

Quote from Wyatt Pearson: "I am looking forward to continuing to engage with our community and to working alongside my colleagues and the Board of Supervisors to make Frederick County an even better place to live than it already is." – **Wyatt Pearson, Deputy County Administrator**

Quote from John Bishop: "I am humbled and honored to have the opportunity to continue serving Frederick County in this new role. I look forward to working with our staff and community partners to support the projects and priorities that make Frederick County a great place to live." – **John Bishop, Planning & Development Director**

York County Welcomes Bo Clayton to Key Leadership Role as Assistant County Administrator/Business Advocate



York County, Va – York County is pleased to announce the appointment of Bo Clayton as the County's new Assistant County Administrator/ Business Advocate. In this role, Clayton will lead business relations, and major cross-departmental initiatives designed to strengthen service delivery and support economic and community development.

Clayton brings extensive leadership experience from both local government and a distinguished military career. He served as Deputy City Manager for Newport News since 2019, guiding major capital projects & initiatives, downtown revitalization and leading public safety coordination and emergency response.

Prior to his municipal service, Clayton held several senior positions in the U.S. Army, including Garrison Commander at Fort Eustis, where he oversaw operations supporting a community of more than 22,000, and senior leadership and command roles with U.S. Special Operations Command.

Mark Bellamy, County Administrator, shared his enthusiasm for Clayton's appointment: "Bo is a proven leader with a long record of service, collaboration, and mission-focused results. His expertise in project coordination, strategic planning, and community support makes him an outstanding fit for York County. We are excited to welcome him and look forward to the positive impact he will have across York County."

Partnering for Public Service: Virginia Tech's SPIA Supports Local Government

Established in 1996, the **Virginia Tech School of Public and International Affairs (SPIA)** is a premier center for public service education, applied research, and community-engaged outreach. Home to over 3,500 alumni, SPIA serves communities across Virginia and beyond through degree programs in public administration, urban planning, and international affairs—offered across campuses in Blacksburg, Arlington, and online. We offer degrees at the undergraduate level (**Urban Planning** and **Environmental Policy and Planning**), the Masters level (**Masters of Public Administration**, **Masters of Urban and Regional Planning**, and **Masters of Public & International Affairs**), and at the doctorate level (PhDs in **Public Administration & Public Affairs** and **Planning, Governance, and Globalization**).

Beginning in July 2026, SPIA is excited to expand its reach through a new affiliate partnership with the Virginia Association of Counties (VACo). Whether your county needs technical research, staff training, or talent pipeline development, SPIA offers flexible resources tailored to local government needs.

Applied Research & Technical Assistance

Through our Technical Assistance Program, SPIA faculty and Master of Public Administration (MPA) students partner directly with local governments to solve administrative challenges. Recent efforts include compensation and staffing benchmarking studies for Virginia towns and counties—delivering actionable data to local leaders while providing students with real-world experience.

Customized Professional Development

SPIA delivers targeted workforce training for public sector teams. For instance, SPIA recently created a customized, 10-module "Buddy to Boss" leadership program for the City of Virginia Beach EMS Department to support frontline supervisors transitioning into management. We also offer periodic webinars on local governance structures to help employees thrive in public service.

Preparing Next-Generation County Leaders

Created in partnership with the Virginia Local Government Management Association (VLGMA), SPIA's **Graduate Certificate in Local Government Management** has graduated more than 500 leaders serving in local government administration nationwide.

Starting in Fall 2026, SPIA is introducing an updated course—*Economic Development: Applied Methods,* part of a revamped ***Economic Development Certificate*** —aligned with national competencies to equip local managers with practical tools for deal structuring, business retention, and strategic planning within Virginia's unique legal framework.

Let's Connect

We look forward to collaborating with VACo member counties! To explore technical assistance, workforce development, or graduate certificates, visit **spia.vt.edu** or reach out to our outreach team (Stephanie Davis, **sddavis@vt.edu**, Gavin Luter, **dluter@vt.edu**, & Faika Lore, **faikalore@vt.edu**).

Virginia Opioid Abatement Authority Announces Executive Leadership Transition




Cecil "Charlie" Lintecum


J. Adam Rosatelli

Charlie Lintecum and Adam Rosatelli will assume new leadership roles Nov. 1 following Executive Director Tony McDowell's planned retirement.

The Board of Directors of the Virginia Opioid Abatement Authority (OAA) has **announced two senior leadership appointments** that will provide continuity and experienced leadership as the organization enters its next chapter.

Cecil "Charlie" Lintecum, currently the OAA's Director of Operations, has been selected as the Authority's next Executive Director. J. Adam Rosatelli, currently Director of Finance, has been appointed Deputy Executive Director. Both appointments will take effect Nov. 1, 2026.

The transition follows the planned retirement of Executive Director Tony McDowell, whose leadership helped establish the OAA as a trusted steward of opioid settlement funds and a valued partner to communities throughout Virginia.

> *"Charlie Lintecum and Adam Rosatelli have each played important roles in building the Authority's operations, fiscal infrastructure and grant programs. Their appointments provide continuity, stability and experienced leadership as the OAA continues its work to help save lives and restore families affected by the opioid epidemic in Virginia."*
> *— Sen. Todd Pillion, Chairman of the OAA's Board of Directors*

In their new roles, Lintecum and Rosatelli will work with the Authority's Board, staff, local governments, state agencies, community organizations, and nonprofit and provider partners to strengthen grant administration, accountability, stakeholder engagement, transparency, and the long-term impact of opioid settlement investments.

Thank you to the Virginia Association of Counties for supporting local leaders and advocating for Virginia's communities in service to the people of the Commonwealth.

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VACo COUNTY OFFICIALS' SUMMIT

Thursday, August 13, 2026

Omni Richmond Hotel | Agenda

Confirmed Speakers Lineup

Virginia Association of Counties



The Honorable David L. Bulova

Secretary of Natural Resources

Session 1
9-945am



The Honorable Josephus Allmond

Chief Energy Officer

Session 1
9-945am



The Honorable Dr. Jeffrey O. Smith

Secretary of Education

Session 2
945-1030am



The Honorable Mark D. Sickles

Secretary of Finance

Session 2
945-1030am



The Honorable Katie K. Frazier

Secretary of Agriculture and Forestry

Session 3
1045-1130am



The Honorable Carrie H. Chenery

Secretary of Commerce and Trade

Session 3
1045-1130am

We have a powerhouse lineup confirmed for the County Officials Summit featuring several of Governor Spanberger's cabinet members. They will talk about their vision for counties.

REGISTER TODAY!



2026 VACo County Officials' Summit

Thursday, August 13, 2026 | Omni Richmond Hotel

With elections around the corner – the VACo County Officials' Summit provides political banter that entertains and leaves attendees thinking.

Join us this year as we convene for the County Officials' Summit on Thursday, August 13. We look forward to having a great Summit!

Contact Valerie Russell at **vrussell@vaco.org** with questions about registration.

REGISTER TODAY

Congratulations!

We love presenting Achievement Awards
at Board of Supervisors Meetings



We will share photos of our Achievement Awards presentations at Board of Supervisors Meetings in the next several newsletters. Congratulations to all the winners!

Congratulations!

We love presenting Achievement Awards
at Board of Supervisors Meetings



Congratulations Henry County!

Henry County's Coat Drive for Kids has been recognized with a 2026 Achievement Award from the Virginia Association of Counties.

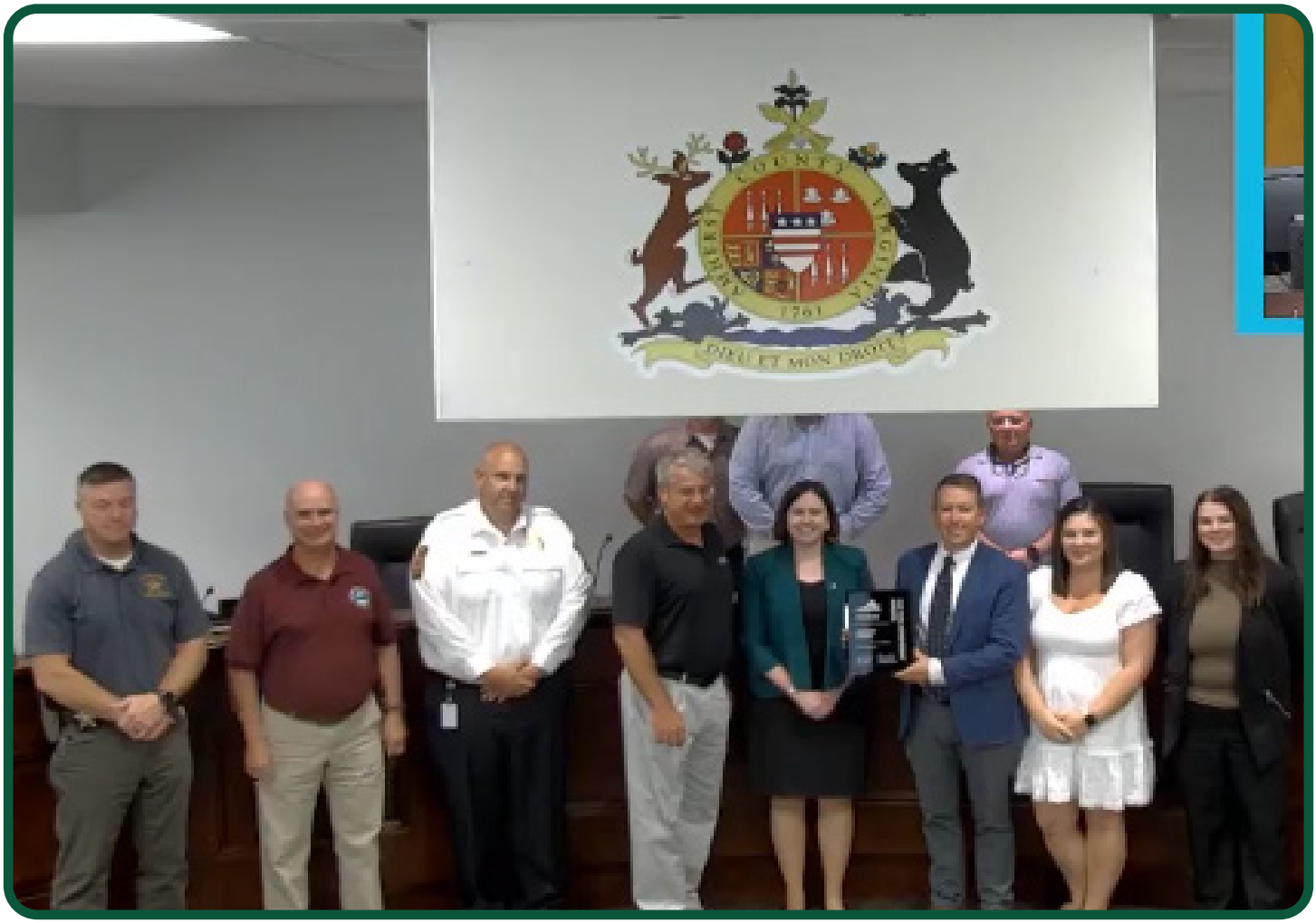
Established in 1996 by Horsepasture District Supervisor Debra Buchanan, the program has provided more than 10,000 coats to local children and families in need over the past 30 years.

The award recognizes innovative and effective local government programs across Virginia. This year, Henry County's Coat Drive for Kids was one of just 40 initiatives selected from 103 submissions.

Congratulations to everyone who has supported this program over the past three decades and helped make a difference in our community.

Congratulations!

We love presenting Achievement Awards
at Board of Supervisors Meetings



Congratulations Amherst County!

Amherst County has won all four of its Achievement Awards in the past four years! Amherst County won this year for its County Fair program.

The Amherst County Fair has become a tradition within the community; a space where people of all ages, abilities, and backgrounds gather to share in the cultures that make Amherst County a "Perfect Slice of Virginia." The Amherst County Fair has become a beacon of hospitality, welcoming individuals from all around and from all walks of life to join in the fun and bask in the beauty that is Amherst County.

Premier Partner Spotlight - Savi



Federal Student Loan Changes on July 1, 2026 - Student Loan Relief Available Through National Association of Counties Program

As competition for talent continues to intensify, employee benefits that provide meaningful financial support can play an important role in both recruitment and retention. Through VACo's partnership with the National Association of Counties (NACo), Virginia counties have access to **Savi**, a comprehensive student loan assistance program designed to help employees navigate federal student loan repayment and forgiveness opportunities.

VACo Executive Director Dean Lynch **interviews** Tony Raffa of Savi, who outlines all the details of this program. Providing access to **Savi** offers counties a valuable tool to support employees while strengthening workforce recruitment and retention efforts. To date, **Savi** has identified approximately $34 million in projected student loan savings for participating Virginia employees, helping borrowers reduce debt, lower monthly payments, and pursue loan forgiveness opportunities.

Watch the Video

VACo Contact: Karie Walker, CAE

Bolton
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VIRGINIA ASSOCIATION OF COUNTIES · PREMIER PARTNER

We help municipalities make confident workforce decisions.

Balancing rising costs, workforce expectations, and fiscal responsibility isn't getting easier. You shouldn't have to solve it alone.

ABOUT BOLTON

INDEPENDENT. EXPERT. ON YOUR SIDE.

Bolton is an independent benefits and HR consulting firm with over 40 years of experience serving public agencies, counties, nonprofits, and multi-employer plans. We work with municipalities across Virginia to help them control costs, support their workforce, and meet the fiduciary responsibilities that come with managing public employee benefits.

HEALTH | COMMUNICATIONS | RETIREMENT | INVESTMENT | REWARDS | TALENT

CHALLENGES WE'RE HELPING MUNICIPALITIES SOLVE

Paid Leave
Support your workforce through life's moments with paid leave programs that are clear, sustainable, and easier to manage for your municipality and your teams.

Advanced Primary Care
Give employees access to the care they need. Advanced primary care supports healthier employees, smoother navigation, and better use of your health dollars.

Fiduciary Compliance
Own the fiduciary responsibility your plan demands. Bolton brings the structure, transparency, and accountability that plan sponsors need.

Retirement Plan Investments
Give your employees confidence in their financial future. Bolton helps municipalities strengthen retirement plans through independent investment advice, fiduciary oversight, and strategic governance support.

YOUR BOLTON TEAM

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Finance challenges rarely come one at a time. We help local governments move from disconnected problems to a clear, prioritized plan that strengthens operations and reduces risk.

THE BACKLOG

- Staffing Vacancies
- Reconciliation Backlog
- ERP Reporting Gaps
- Audit Pressure
- Unclear Ownership
- Manual Workarounds
- Grant Documentation Gaps
- Procurement Inconsistencies
- Year-End Close Pressures

BERKLEY GROUP SUPPORT

- ASSESS
- STABILIZE
- PRIORITIZE
- IMPLEMENT

THE ROADMAP

- Priority Risk List
- Defined Owners
- 30/60/90-day Action Plan
- Reporting Cadence
- Staff Training Needs
- Implementation Support Options
- Leadership-Ready Summary

SCHEDULE A STRATEGY CALL TODAY!

www. bgllc.net | info@bgllc.net | 1-540-208-5188

Schneider Electric

Your Project, Your Procurement Path:
A Guide to Selecting the Best Delivery Model

This guide walks **Virginia leaders** through the key considerations that influence procurement decisions. Start with the first question at the top and follow the yes/no path. Your responses will lead you to the delivery method that best aligns with your project goals—Performance Contracting, Design-Build, or Low-Bid Procurement.

Do I have the funding for my project?

NO

Evaluate Guaranteed Energy Savings Performance Contracting

- Has my district done a performance contract in the last 15 years?
- Has an ESCO told me I am not a good candidate for performance contracting in the past 3 years?

If **YES TO EITHER** of these, ask Schneider Electric about **Grant Programs for Your Project**

If **NO TO BOTH**, explore increasing capital funding through **Guaranteed Energy Savings Performance Contracting**

YES

Consider these "I" statements:

- Want a fixed price with no change orders
- Don't have the staff bandwidth to manage a designer, general contractor and subcontractors
- Have brand or equipment preferences
- Want the project completed faster than traditional low-bid construction
- Have had poor experiences with low-bid construction
- Want a single point of accountability
- Want to focus on lowest lifecycle cost, not the cheapest upfront cost
- Want help navigating DPI reviews and federal paperwork

If you answer **YES TO ANY** of these statements, utilize **Design-Build Delivery Method**

If you answer **NO TO ALL** of these, utilize **Low-Bid Procurement**

Let's discuss your options

Abby Weigel
Program Manager
E: abby.weigel@se.com
P: (804) 248-0523



Kevin DeLeon
Program Manager
E: kevin.deleon@se.com
P: (804) 517-2819





NACo PHARMACY BENEFIT MANAGEMENT COALITION

More than 30% of county employee health plan expenses are related to pharmacy benefits. NACo's PBM Coalition is the ***only plan specifically built for counties & county pools*** that manage self-insured health plans.

Combat Skyrocketing Rx Costs

Average savings of

20% Discount

on Rx drug plan costs

Projected savings of

$65+ Million

for over 126,000 participants

- Full autonomy over your county's Rx drug plan design & benefit programs
- Streamlined contracting & strong multi-year pricing guarantees to ensure budget stability

STUDENT DEBT RELIEF

Help Public Employees Eliminate Loans

Our partnership with ***Savi*** puts money back in employees' pockets with more than 150 different potential options available.

Public servants can save

$156/mo or $28,308

in lifetime savings on average

savi

- Calculate savings online for the Public Service Loan Forgiveness (PSLF) & other programs

VOLUNTARY BENEFITS

Recruit & Retain a Strong Workforce

Demonstrate value and enrichment to employees' lives with professionally managed and flexible voluntary benefits.

80% of Workforce
would choose better benefits over a pay raise *SHRM

72% of Employees
report greater happiness from better benefit packages *SHRM

- Competitive benefit pricing for America's 3.6 million county employees

NACo Public Promise Insurance
www.publicpromiseinsurance.org

Alex Herrera
Managing Director
aherrera@naco.org
(713) 396-6001

Chris Blanchette
Program Director
cblanchette@naco.org
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OF 3.6 MILLION PUBLIC EMPLOYEES

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Solutions for Benefits Administration

70 years of experience specializing in employee benefit programs



We are Pierce Insurance, a VACo Premier Partner and VACo's supplemental benefits provider. We were founded in 1955 by Lonnie and Wanda Pierce who were pioneers in employee supplemental benefit plans. After winning our first Virginia account, Henrico County Government and Schools, we realized there was a need for an improved, best-in-class product selection with local concierge account management, alongside a time-saving NO-COST benefit administration system.

Located in Farmville, NC, Lonnie and Wanda's children, Lonnie and Patricia, retain the positive reputation that their parents built. Pierce Insurance continues to provide benefit plans and administration services to public sector employers. Seventy years later, Pierce Insurance now services over 800,000 in-force policies. Our employer group range is from 75 to 340,000 employees/retirees.

Simplifying the entire employee benefits lifecycle with innovative benefit solutions

We focus on a collaborative partnership with our clients. We have the experience, knowledge, and long history of carrier and product selection, implementation, communication & benefits education, enrollment services, and a dedicated account management team. In addition, our back-office support includes simplified consolidated billing and reconciliation.

Our access to insurance plans and carriers is vast

Maintaining strong relationships with all the top carriers, Pierce Insurance offers an extensive array of employee benefit plans, such as…

Flexible Spending	Accident	Long Term Care
Dental	Cancer	Identity Theft Protection
Vision	Critical Illness	Legal Plans
Short Term Disability	Life Insurance	Wellness
Long Term Disability	Hospital Indemnity	Pet Insurance

By choosing Pierce Insurance, you will receive unbiased benefit recommendations as we are an independent broker/consultant with no contractual relationships with any insurance carriers/vendors.

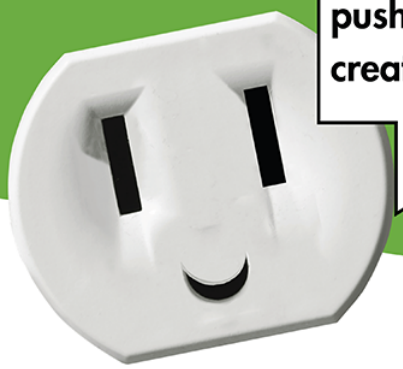
Multitude of benefit solutions that will strengthen your employee benefit package

- ✓ **Best in Class benefits** with Guarantee Issue for all
- ✓ **NO Cost Benefits Administration System** - One portal for all plans
- ✓ **Flexible enrollment options** with **time-saving enrollment technology**
- ✓ **Tailored Micro-site** housing all educational benefits videos, forms, enrollment, and more…
- ✓ Professional, high-quality **communication materials**
- ✓ **Consolidation** of carriers and billing **including reconciliation** service
- ✓ **Dedicated Account Manager**- Liaison to insurance carriers, support HR/Finance staff & all employees

Contact: Lonnie Pierce, CEO/President | lonnie@pierceins.com | Donna Pierce, Client Relations | donna@pierceins.com

VIRGINIA ENERGY SENSE

VALUE YOUR POWER



Turn your ceiling fan blades counterclockwise during warmer months to push air downward and create and cool breeze.

Learning simple energy-saving habits can help reduce power use and lower utility bills. One easy step as temperatures rise is setting your ceiling fan to rotate counterclockwise, which improves airflow and creates a cooling effect.

Both renters and homeowners can usually locate a switch on the fan to adjust the blade direction, helping maximize the circulation of cool air.

Virginia Energy Sense (VES) is the Commonwealth's statewide energy education initiative, managed by the State Corporation Commission. The program provides practical guidance and accessible resources to help Virginians understand energy use, conserve resources, and reduce everyday utility costs. Key services and resources include:

- Easy-to-use online tools for tracking and reducing energy consumption, such as a DIY Home Energy Audit
- Educational materials that explain energy efficiency and cost savings
- In-person outreach and community education programs

VES equips individuals, families, schools, businesses, non-profits, local organizations and governments, and communities across the Commonwealth with reliable information to make informed energy decisions that support comfort, health, and financial stability while promoting long-term sustainability across the state. Through these efforts, VES helps Virginians save money, lower energy use, and support responsible environmental stewardship.

Visit www.virginiaenergysense.org to view our full library of resources. Connect with us directly via email at EnergySense@scc.virginia.gov. Or call 804-371-9141 to learn more about collaboration opportunities.

Together, we can help Virginians save energy and money. Let's connect.


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Purchasing Power
Best-in-Class Suppliers
Competitively-Bid & Single-Award
Simplified & Optimized Procurement
Available to All Counties, Cities, States, Public Schools & Taxing Authorities
Eliminate the Administrative Burden with Our Lead Public Agency Model
Wholly-Owned & Operated By NACo®
100% Transparent & Vetted By Public Peers
Small Business Participation on Select Contracts
Leverage the Buying Power of
$660 Billion
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Megan Perry-Balonier
Director of Purchasing
Franklin County, OH
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Our Public Promise to you.
www.publicpromiseprocurement.org
Contact:
Anthony Chapman
Program Director
achapman@naco.org
(804) 399-1821

Single-Award Cooperative Purchasing For Public Agencies

PPP values transparency and the trust of its participating cooperative members. Contracts between the Lead Public Agency (LPA) and suppliers are single-award, competitively-bid, and scrutinized by an advisory council of procurement professionals and public sector peers.

Purchasing agents and procurement officials gain access to a cooperative uniquely designed to their needs and circumstances. Navigating the complexities of purchasing requirements and due-diligence is streamlined by registering with NACo's program.



PUBLIC PROMISE PROCUREMENT
Powered by NACo

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SAFEWARE Public Safety & Community Resilience Products, Services & Solutions	Lead Public Agency: Cobb County, Georgia
United Rentals Rental, Lease & Purchase of Equipment & Associated Services & Support	Lead Public Agency: Maricopa County, Arizona
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lilypad Electric Vehicle Charging Equipment for Community, Public Agency Fleet & Workplace EV Infrastructure	Lead Public Agency: Broome County, New York

The NACo EDGE Public Sector
Procurement Advisory Council
Meet our team of local government advocates and public procurement experts.


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Sean Behan
COUNTY OF SAN DIEGO, CALIFORNIA


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Learn more about our contracts & suppliers at publicpromiseprocurement.org

You are VAcorp

You are not merely a customer of VAcorp; you ***are*** VAcorp! We are both owned and governed by you – our members! VAcorp is created under 15.2-2700 of the local government code where all assets and surplus belong to the members. In addition, VAcorp is controlled by a Supervisory Board that is elected from and by our members. The Board determines and approves all major risk pool decisions, and as a voting member, you have a voice in the decisions that matter most.

Know Who You Are

Because you are VAcorp itself, we think it is critical that you understand exactly what VAcorp is and why it exists. Many simply think of us as their "insurance carrier" – writing customized coverages and handling claims when they occur – but we are so much more!

Our History

The Birth of Risk Pools

VAcorp is not an insurance company, but rather a Risk Pool.

Unstable economic conditions in the mid-1980s led to a commercial insurance crisis with ballooning premiums and widespread policy cancellations. As a result, Risk Pools began to form as an alternative to volatile traditional carriers, allowing Pool members to exert more control over their coverages and costs. Today, almost all public sector entities throughout the country get their coverage from Risk Pools rather than from commercial insurance companies.

VAcorp's Origin

VAcorp was founded by a handful of Virginia counties in 1993. The ultimate goals of the program were to provide **cost stability,** the most **comprehensive coverages** possible, and **custom services** tailored specifically to the unique needs of our members. While we are pleased by how well our prices compare against the competition, our goal was never to guarantee the lowest cost. Instead, we promised to avoid the wild price swings that we've seen in other providers and provide stable pricing year after year, and that is exactly what we have delivered. VAcorp rates are actually **lower today in 2024 than they were in 1993!**

VAcorp's Growth

Today, VAcorp is the **largest self-insurance risk pool** for public sector entities in the Commonwealth with a membership retention rate of better than 98%. Over the years, we have expanded beyond counties to include municipalities, school divisions, authorities, volunteer fire & rescue companies, state agencies, and non-profits funded by taxpayer dollars. **Over 560 members** have joined VAcorp, including 8 of the 10 largest counties, 8 of the 10 largest cities, and 8 of the 10 largest school divisions. We believe that the extraordinary success of the program can be attributed to our unwavering commitment to our founding principles.

VAcorp Exists to Serve You

VAcorp was created solely to serve Virginia's public sector entities, and from day one until now, we have never lost sight of that purpose. Because we answer only to our members, every decision is designed to benefit the group over the long haul.

VAcorp advocates for local government through a myriad of partnerships with affiliated associations including: VACo, VSBA, VLGMA, VASS, VFGOA, VASBO, LGA, Regional Jail Association, PDC, etc. While there is a cost associated with these partnerships, they add value to the group by aiding in our ability to lobby the General Assembly on behalf of our members.

You may not always see the immediate payoff, but every VAcorp decision is made in alignment with our vision to serve our members and promote the health and longevity of your program.

Take a look at a few of VAcorp's milestones over the years:

- **1993** - VAcorp is established with 12 founding members and less than $700,000 in annual contribution.
- **1998** - VAcorp terminates service contract with claims administration vendor and hires staff to promote more control and efficiency.
- **1999** - VAcorp offers coverage to K-12 Public Schools across the Commonwealth.
- **2001** – VAcorp begins offering Public Officials Liability coverage in response to VArisk offering limited coverage.
- **2004** – VAcorp begins providing Environmental Liability coverage to all members at no additional cost. Even in 2024, VAcorp is the only provider offering this coverage with a low $25,000 deductible. Other providers offer this coverage with a $250,000 deductible.
- **2008** – VAcorp responded to the great recession by freezing rates and providing financial relief with over $8,000,000 in dividends to members.
- **2011** – VAcorp introduces Line of Duty Act (LODA) coverage, creates the only LODA trust in the state, and absorbs existing LODA losses in response to the state pushing this cost to the local level. VAcorp paid all of its members' 2010 past liability for over $1,000,000.
- **2013** – VAcorp merges with the VSBA Self-Insurance Group and assumes their liabilities to prevent School Boards from being assessed. This action saves Local Governments in excess of $5,000,000.
- **2013** – VAcorp becomes the first to offer Cyber Risk coverage in Virginia offering the broadest coverage available to local governments anywhere in the US.
- **2016** – VAcorp offers Student Accident and Catastrophic Accident coverage in order to fill VHSL coverage gaps.
- **2020** – VAcorp provides over $5,000,000 in rate credits during the COVID pandemic to assist members.
- **2023** – VAcorp includes security risk management coverage (active shooter) for all members (coverage has been included for Schools since 2013).

ONEDIGITAL

Virginia Association of Counties

OneDigital is thrilled to be one of VACo's Premier Partners.

What truly distinguishes OneDigital as a leading **insurance, financial services, and HR consulting advisory firm** is our holistic approach to creating environments that enable people to do their best work and live their best lives. OneDigital understands that counties face rising insurance costs while still struggling to attract/retain talent. This is why we use proprietary software to provide accurate and predictable insurance consulting projections for those core benefits that impact your bottom line and incorporate solutions to improve retention. While voluntary benefits may be the focus of other providers, OneDigital has the expertise in alternative funding strategies, best-in-class analytics, and an in-house actuarial team.

OneDigital has a track record of providing cost-saving solutions to counties. This has been achieved through creative funding strategies, rate holds, and exclusive partnerships with various carriers. One of these exclusive partnerships is through VACORP and Anthem Life. OneDigital is responsible for the inception of the Virginia Local Disability Program (VLDP) which is through the Virginia Retirement System (VRS). Our team of fierce advocates negotiated a 5-year locked rate, including short-term and long-term disability benefits. Your division may already work with us in this capacity, as we currently serve over 270 public sector entities in the VLDP program.



OUR SOLUTIONS FOR EMPLOYERS

MANAGE
- Talent Planning
- Recruiting
- Development & Training

SUPPORT
- Benefits & Compensation
- Total Wellbeing
- Productivity
- Retirement Readiness

ENGAGE
- Culture
- Education & Fiduciary Literacy
- Communications

PROTECT
- Compliance
- Workplace Safety
- Operational Continuity
- Cyber Security



Ritter Jonas
Senior Business Development Executive
804.393.2122 | rjonas@onedigital.com

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Virginia County Supervisors' Manual 8th Edition





Eighth Edition of VACo's ***Virginia County Supervisors' Manual*** is in stock. The Supervisors' Manual is the number one resource on the framework of county government and the responsibilities of the county board.

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Manuals are $75 for VACo Members. Manuals are $150 for Non Members.

Number of Copies _____.

Check enclosed for $_____ Make payable to **VACo Services, Inc**.

If you are paying by credit card, an invoice will be sent you.

Mail completed form to: Virginia Association of Counties
1207 East Main Street, Suite 300
Richmond, VA 23219-3627

Or FAX form to 804.788.0083 Questions? Call 804.343.2507

Virginia Association of Counties

The Virginia Association of Counties accepts employment ads in a PDF file or a link to a job site. Please include information for applying, and a link to other important information. Please do not fax your employment ad. VACo members are not charged for placing an employment ad. **The cost is $100 per ad for non-VACo members.** VACo publishes the ad on its website and mobile app as well as the upcoming County Connections issue. If you have any questions or concerns, please email **Valerie Russell**.

COUNTY ADMINISTRATOR | Wise County | Posted August 6

DIRECTOR OF COMMUNITY DEVELOPMENT | Alleghany County | Posted August 5

DIRECTOR OF COMMUNITY DEVELOPMENT | Town of West Point | Poosted August 5

EMERGENCY VEHICLE TECHNICIAN | Chesterfield County | Posted August 4

PRINCIPAL PLANT OPERATOR (MAINTENANCE) | Chesterfield County | Posted August 4

UTILITY PLANT MECHANIC | Chesterfield County | Posted August 4

STRUCTURAL BILDING INSPECTOR | Chesterfield County | Posted August 4

RESIDENTIAL COUNSELOR (NORTH ARCH) | Chesterfield County | Posted August 4

MHSS EMPLOYMENT ASSISTANT/JOB COACH | Chesterfield County | Posted August 4

LANDFILL SUPERVISOR | Greensville County | Posted August 4

LANDFILL OPERATOR | Greensville County | Posted August 4

PRETRIAL -PROBATION OFFICER | Greensville County | Posted August 4

DIRECTOR OF GENERAL SERVICES | Town of Vinton | Posted August 4

EMPLOYMENT OPPORTUNITIES | King George County | Posted August 4

BUILDING OFFICIAL | Campbell County | Posted August 4

ZONING INSPECTOR | Fauquier County | Posted August 4

MARKETING & BUSINESS DEVELOPMENT COORDINATOR | Berkley Group | Posted August 3

EMPLOYMENT OPPORTUNITIES | Spotsylvania County | Posted August 3

DEPUTY DIRECTOR OF HUMAN RESOURCES | City of Chesapeake | Posted July 31

COUNTY ADMINISTRATOR | Rockbridge County | Posted July 31

SUPERINTENDENT FOR RESIDENTIAL SERVICES – YOUTH SERVICES DEPARTMENT | Loudoun County | Posted July 31

FIRE & EMS FLEX TIME (ALS,BLS, FIREFIGHTER) | Botetourt County | Posted July 31

ZONING OFFICER | Warren County | Posted July 31

ZONING ADMINISTRATOR | Warren County | Posted July 31

DIRECTOR OF FINANCE & BUDGET | Orange County | Posted July 31

ACCOUNTING TECHNICIAN | Orange County | Posted July 30

CONTRACT & PROCUREMENT MANAGER | Orange County | Posted July 30

ENGINEERING SUPERVISOR | Chesterfield County | Posted July 28

SENIOR ADMINISTRATIVE ANALYST | Chesterfield County | Posted July 27

CUSTOMER SERVICES REPRESENTATIVE – MENTAL HEALTH/TRANSPORTATION | Chesterfield County | Posted July 27

VAN DRIVER – CHESTERFIELD EMPLOYMENT SERVICES | Chesterfield County | Posted July 27

CASE MANAGER (PART C SERVICE COORDINATOR) – INFANT PROGRAM | Chesterfield County | Posted July 27

MHSS EMPLOYMENT ASSISTANT/JOB COACH (8:30 – 2:00) (PART-TIME) | Chesterfield County | Posted July 27

HEAVY EQUIPMENT OPERATOR (ENVIRONMENTAL ENGINEERING) | Chesterfield County | Posted July 27

MHSS EMPLOYMENT ASSISTANT (JOB COACH) PART-TIME/PRN | Chesterfield County | Posted July 27

RESIDENTIAL AIDE (PART-TIME) | Chesterfield County | Posted July 27

CHIEF ADMINISTRATIVE OFFICER | Albemarle County | Posted July 27

DEPUTY COUNTY ADMINISTRATOR | Henry County | Posted July 27

DIRECTOR OF ECONOMIC DEVELOPMENT AUTHORITY | Frederick County | Posted July 27

EMPLOYMENT OPPORTUNITIES | Spotsylvania County | Posted July 27

SANITATION EQUIPMENT OPERATOR | City of Emporia | Posted July 27

DIRECTOR OF FINANCE | Surry County | Posted July 24

PLANNING ASSISTANT | Culpeper County | Posted July 24

REGIONAL FIREFIGHTER TESTING | City of Harrisonburg | Posted July 24

DIRECTOR OF EQUITY & INCLUSION | Prince William County | Posted July 21

DIRECTOR OF AREA AGENCY ON AGING | **Prince William County** | Posted July 21

MAINTENANCE WORKER (GENERAL SERVICES) | **Chesterfield County** | Posted July 21

SENIOR RESIDENTIAL COUNSELOR (IN HOME) | **Chesterfield County** | Posted July 21

SENIOR CLINICIAN (ACCESS SERVICES) | **Chesterfield County** | Posted July 21

SENIOR CLINICIAN – CHILD & ADOLESCENT SERVICES | **Chesterfield County** | Posted July 21

CAPITAL PROJECTS MANAGER | **Chesterfield County** | Posted July 21

REGIONAL JAIL SUPERINTENDENT | **Southside Regional Jail Authority – Greensville County** | Posted July 21

GIS TECHNICIAN | **Campbell County** | Posted July 21

TOURISM MANAGER | **City of Harrisonburg** | Posted July 21

EMPLOYMENT OPPORTUNITIES | **Spotsylvania County** | Posted July 20

ENVIRONMENTAL PLANNER | **Town of Vinton** | Posted July 20

TAX ADMINISTRATOR | **Orange County, NC** | Posted July 16

DIRECTOR OF HUMAN RESOURCES | **Brunswick County** | Posted July 15

DIRECTOR OF FINANCE | **Brunswick County** | Posted July 15

EMPLOYMENT OPPORTUNITIES | **Caroline County** | Posted July 14

DEPUTY TREASURER | **Northumberland County** | Posted July 14

DEPUTY ZONING ADMINISTRATOR | **Stafford County** | Posted July 14

SENIOR CLINICIAN (ASSERTIVE COMMUNITY TREATMENT) | **Chesterfield County** | Posted July 13

CASE MANAGER (ASSERTIVE COMMUNITY TREATMENT) | **Chesterfield County** | Posted July 13

RESIDENTIAL COUNSELOR (IN HOME PROGRAM) | **Chesterfield County** | Posted July 13

CASE MANAGER/PART C SERVICE COORDINATOR (PT)-INFANT PROGRAM | **Chesterfield County** | Posted July 13

HUMAN RESOURCES TECHNICIAN | **Chesterfield County** | Posted July 13

DIRECTOR OF ADMINISTRATION & PLANNING, CSB | **Chesterfield County** | Posted July 13

UTILITES ENGINEER | **Chesterfield County** | Posted July 13

ADMINISTRATIVE OFFICE MANAGER | **Dinwiddie County** | Posted July 13

FIREFIGHTER/EMT-PARAMEDIC | **Dinwiddie County** | Posted July 13

FIREFIGHTER/EMT-ADVANCED | **Dinwiddie County** | Posted July 13

COOPERATIVE EXTENTION TECHNICIAN 4-H | **Dinwiddie County** | Posted July 13

EMPLOYMENT OPPORTUNITIES | **Hanover County – Pamunkey Regional Jail** | Posted July 13

EMPLOYMENT OPPORTUNITIES | **Spotsylvania County** | Posted July 13

CARPENTER | **Chesterfield County** | Posted July 13

LICENSED PRACTICAL NURSE (PART-TIME) | **Chesterfield County** | Posted July 13

SPECIAL EVENTS & MARKETING MANAGER | **City of Harrisonburg** | Posted July 13

COMPTROLLER | **Arlington County Public Schools** | Posted July 13

ASSISTANT DIRECTOR OF PROCUREMENT (FINANCE) | **Arlington County Public Schools** | Posted July 13

EXECUTIVE DIRECTOR | **Virginia Peninsulas Public Service Authority** | Posted July 13

GIS COORDINATOR | **City of Waynesboro** | Posted July 9

DIRECTOR OF FINANCE | **Botetourt County** | Posted July 9

PLANNING ASSOCIATE II | **Fauquier County** | Posted July 9

TRANSIT OPERATOR – FULL TIME | **City of Fredericksburg** | Posted July 8

UTILITIES INFRASTRUCTURE TECHNICIAN | **City of Fredericksburg** | Posted July 8

ASSISTANT DIRECTOR OF PUBLIC UTILITIES | **City of Fredericksburg** | Posted July 8

ASSISTANT DIRECTOR OF HUMAN RESOURCES | **City of Fredericksburg** | Posted July 8

ASSISTANT CITY ATTORNEY | **City of Fredericksburg** | Posted July 8

UTILITY PROJECTS MANAGER | **City of Fredericksburg** | Posted July 8

ASSISTANT CITY ENGINEER | **City of Fredericksburg** | Posted July 8

DIRECTOR OF COMMUNITY DEVELOPMENT | **Amelia County** | Posted July 8

DEPUTY BUILDING OFFICIAL | **Gloucester County** | Posted July 8

COUNTY ASSESSOR | **Gloucester County** | Posted July 8

PLANNER I, II, OR III | **Gloucester County** | Posted July 8

VALUE OF VACo

ADVOCACY
VACo's lobbying efforts have helped stem the tide of unfunded mandates and have saved Counties millions of dollars every year.

EDUCATION
Our educational programs offer County leaders and staff opportunities to become more effective in their communities.

MEMBERSHIP ENGAGEMENT
Some of VACo's best moments are when members convene and work to improve communities all over the Commonwealth.

BUSINESS DEVELOPMENT
Our business development opportunities offer savings and innovative approaches to delivering services at the County level.

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VACo exists to support county officials and to effectively represent, promote and protect the interests of counties to better serve the people of Virginia.



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County Connections is a semimonthly publication.

AGENDA ITEM NO. 10.A

Item Cover Page

BOARD OF SUPERVISORS AGENDA ITEM REPORT

DATE:	August 25, 2026
SUBMITTED BY:	Alicia Roland , County Administrator
ITEM TYPE:	Action Item
AGENDA SECTION:	ADJOURN OR RECESS
SUBJECT:	ADJOURN OR RECESS THE MEETING
SUGGESTED MOTION:	Adjourn or Recess the Meeting
BACKGROUND AND SUMMARY:	
ATTACHMENTS:	