

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
July 11, 2023**

**AGENDA**

- 9:30 Presentations
- 10:00 Matters Presented by Board Members
- 10:00 Items Presented by the County Executive

**ADMINISTRATIVE  
ITEMS**

- 1 Extension of Review Period for 2232 Application Rock Hill District Park Field Lights (Sully District)
- 2 Approval of "\$200 Additional Fine for Speeding" Signs as Part of the Residential Traffic Administration Program – Newington Forest Avenue (Mount Vernon District)
- 3 Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Inverchapel Road (Braddock District)

**ACTION ITEMS**

- 1 Approval of a Memorandum of Understanding Between Fairfax County and the Tysons Community Alliance (Providence and Hunter Mill Districts)
- 2 Approval of an Agreement Between the Town of Herndon and Fairfax County (County) to Design and Construct the Sugarland Run North Stream Restoration Project (Dranesville District)
- 3 Approval of the FY 2024 and FY 2025 Community Services Performance Contract Between the Fairfax-Falls Church Community Services Board and the Virginia Department of Behavioral Health and Developmental Services
- 4 Authorization to Establish the Fairfax Talent Up Fund - A Work-Based Learning Program Demonstration Project
- 5 Board Approval of the Fairfax County Department of Transportation's Major Service Change, Disparate Impact, and Disproportionate Burden Policies for the Fairfax Connector

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
July 11, 2023**

**ACTION ITEMS  
(Continued)**

- 6 [Approval of Changes to the Fairfax County Purchasing Resolution](#)
- 7 [Approval of a Parking Reduction for the Redevelopment of the West Falls Church Metro Station Site \(Dranesville District\)](#)

**CONSIDERATION  
ITEMS**

- 1 [Acceptance of Fairfax County Master Arts Plan: Facilities](#)

**CLOSED SESSION**

[Closed Session](#)



*Fairfax County, Virginia*  
**BOARD OF SUPERVISORS**  
**AGENDA**

**Tuesday**  
**July 11, 2023**

---

9:30 a.m.

**PRESENTATIONS**

- RESOLUTION — To recognize the James Madison High School Boys Varsity Baseball team for their championship season. Requested by Supervisors Alcorn, Palchik and Smith.
- RESOLUTION — To recognize Robert Webb Jr. for his accomplishments during over 40 years of musical contributions to the county. Requested by Supervisor Lusk.
- RESOLUTION — To recognize the Master Arts Plan Task force for their achievements. Requested by Chairman McKay
- PROCLAMATION — To designate July 2023 as Immigrant Heritage Month. Requested by Chairman McKay and Supervisor Palchik.

**STAFF:**

Tony Castrilli, Director, Office of Public Affairs  
Jeremy Lasich, Office of Public Affairs

Board Agenda Item  
July 11, 2023

10:00 a.m.

Matters Presented by Board Members



Board Agenda Item  
July 11, 2023

10:00 a.m.

Items Presented by the County Executive

Board Agenda Item  
July 11, 2023

ADMINISTRATIVE - 1

Extension of Review Period for 2232 Application Rock Hill District Park Field Lights  
(Sully District)

ISSUE:

Extension of review period for 2232 application to ensure compliance with review requirements of Section 15.2-2232 of the *Code of Virginia*.

PROJECT DESCRIPTION:

The Fairfax County Park Authority is requesting the addition of field lighting to the recreation fields and entrance zones at Rock Hill District Park. On September 20, 2001, the Planning Commission approved a 2232 request for the property to be used as a public park with athletic fields and related facilities. The previous 2232 approval and subsequent construction of the park did not include facility lighting. The addition of facility lighting has the potential to extend park operation hours and visual impact in the evening hours. The extension request is to allow the applicant sufficient time to address any issues which may be raised during the 2232 review.

The review period for the following application should be extended:

2232-2023-SU-00015	Fairfax County Park Authority Tax Map 43-1 ((1)) 10 and 43-2 ((5)) A 15150 Old Lee Road, Chantilly, VA Sully District Accepted June 8, 2023 Extended to May 6, 2024
--------------------	--

RECOMMENDATION:

The County Executive recommends that the Board extend the review period for the following application: 2232-2023-SU-00015.

TIMING:

Board action is requested on July 11, 2023, to extend the review period for the application to May 6, 2024, prior to expiration of the initial 60-day period on August 7, 2023.

Board Agenda Item  
July 11, 2023

BACKGROUND:

Subsection B of Section 15.2-2232 of the *Code of Virginia* states: "Failure of the commission to act within 60 days of a submission, unless the time is extended by the governing body, shall be deemed approval." The full length of an extension period may not be necessary, and any extension is not intended to set a date for final action.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

None.

STAFF:

Rachel Flynn, Deputy County Executive

Tracy Strunk, Director, Department of Planning and Development (DPD)

Salem Bush, Branch Chief, Public Facilities and Plan Development Branch, Planning Division, DPD

Kazi Mohaimin, Planner II, Public Facilities and Plan Development Branch, Planning Division, DPD)

Board Agenda Item  
July 11, 2023

ADMINISTRATIVE - 2

Approval of “\$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program – Newington Forest Avenue (Mount Vernon District)

ISSUE:

Board endorsement of “\$200 Additional Fine for Speeding” signs as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:

The County Executive recommends approval of the resolution (Attachment I) for the installation of “\$200 Additional Fine for Speeding” signs on the following road:

- Newington Forest Avenue from Hooes Road to Pohick Road (Mount Vernon District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) request VDOT to schedule the installation of the approved “\$200 Additional Fine for Speeding” signs (Attachment II) as soon as possible.

TIMING:

Board action is requested on July 11, 2023, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

Section 46.2-878.2 of the Code of Virginia permits a maximum fine of \$200, in addition to other penalties provided by law, to be levied on persons exceeding the speed limit on appropriately designated residential roadways. These residential roadways must have a posted speed limit of 35 mph or less and must be shown to have an existing speeding problem. To determine that a speeding problem exists, staff performs an engineering review to ascertain that certain speed and volume criteria are met.

Newington Forest Avenue (Mount Vernon District) meets the RTAP requirements for posting the “\$200 Additional Fine for Speeding” signs. On May 31, 2023, FCDOT received verification from the Mount Vernon District Supervisor’s office confirming community support.

Board Agenda Item  
July 11, 2023

FISCAL IMPACT:

For the "\$200 Additional Fine for Speeding" signs, \$500 is to be paid out of the VDOT secondary road construction budget.

EQUITY IMPACT:

An Equity Impact Assessment is not required for this item as it is part of the Residential Traffic Administration Program already approved by the Board of Supervisors.

ENCLOSED DOCUMENTS:

Attachment I: "\$200 Additional Fine for Speeding" Signs Resolution – Newington Forest Avenue

Attachment II: Area Map of Proposed "\$200 Additional Fine for Speeding" Signs – Newington Forest Avenue

STAFF:

Rachel Flynn, Deputy County Executive

Gregg Steverson, Acting Director, Fairfax County Department of Transportation (FCDOT)

Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT

Nicole Machacuay, Transportation Planner, Traffic Engineering Section, FCDOT

**RESOLUTION**

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION  
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)  
\$200 ADDITIONAL FINE FOR SPEEDING SIGNS  
NEWINGTON FOREST AVENUE  
MOUNT VERNON DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, July 11, 2023, at which a quorum was present and voting, the following resolution was adopted:

**WHEREAS**, Section 46.2-878.2 of the *Code of Virginia* enables the Board of Supervisors to request by resolution signs alerting motorists of enhanced penalties for speeding on residential roads; and

**WHEREAS**, the Fairfax County Department of Transportation has verified that a bona-fide speeding problem exists on Newington Forest Avenue from Hooes Road to Pohick Road. Such road also being identified as a Local Road; and

**WHEREAS**, community support has been verified for the installation of "\$200 Additional Fine for Speeding" signs on Newington Forest Avenue.

**NOW, THEREFORE BE IT RESOLVED** that "\$200 Additional Fine for Speeding" signs are endorsed for Newington Forest Avenue from Hooes Road to Pohick Road.

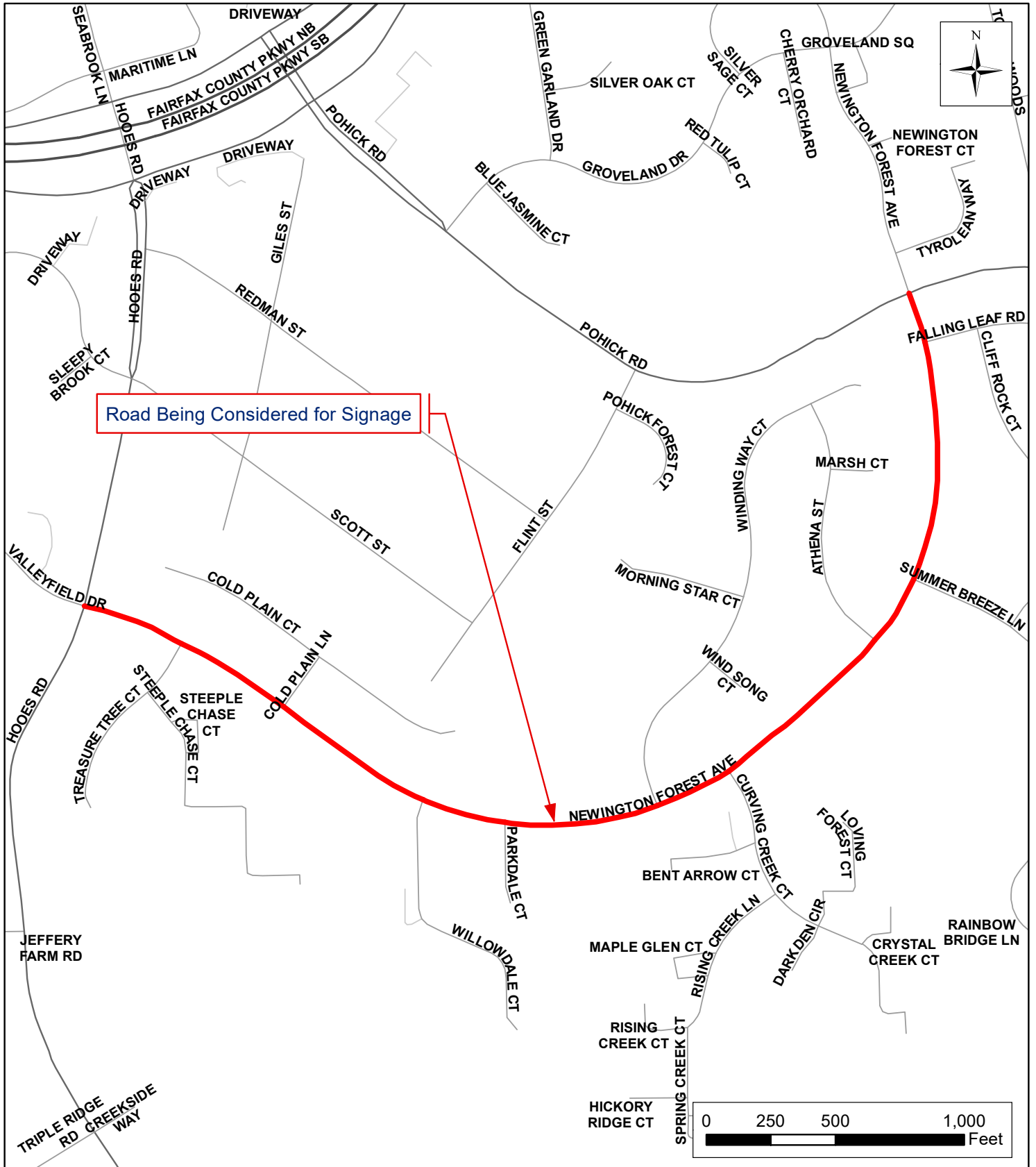
**AND FURTHER**, the Virginia Department of Transportation is requested to allow the installation of the "\$200 Additional Fine for Speeding" signage, and to maintain same, with the cost of each sign to be funded from the Virginia Department of Transportation's secondary road construction budget.

**ADOPTED** this 11th day of July, 2023.

A Copy Teste:

---

Jill G. Cooper  
Clerk for the Board of Supervisors



Tax Map: 97-2, 97-4, 98-1, 98-4

July 2022

**Fairfax County Department of Transportation  
 Residential Traffic Administration Program  
 Proposed \$200 Additional Fine for Speeding  
 Newington Forest Avenue  
 Mount Vernon District**



Board Agenda Item  
July 11, 2023

ADMINISTRATIVE - 3

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Inverchapel Road (Braddock District)

ISSUE:

Board endorsement of Traffic Calming measures as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:

The County Executive recommends that the Board approve a resolution (Attachment I) endorsing a traffic calming plan for Inverchapel Road (Attachment II) consisting of the following:

- Six speed humps and one speed table on Inverchapel Road (Braddock District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved traffic calming measure(s) as soon as possible.

TIMING:

Board action is requested on July 11, 2023, to allow the proposed measure(s) to be installed as soon as possible.

BACKGROUND:

As part of RTAP, roads are reviewed for traffic calming when requested by a Board member on behalf of a homeowners or civic association. Traffic calming employs the use of physical devices such as speed humps, speed tables, raised pedestrian crosswalks, chokers, or median islands to reduce the speed of traffic on a residential street. Staff performs engineering studies documenting the attainment of qualifying criteria. Staff works with the local Supervisor's office and community to determine the viability of the requested traffic calming measure to reduce the speed of traffic. Once the plan for the road under review is approved and adopted by staff, that plan is then submitted for approval to the residents within the ballot area in the adjacent community.

On May 19, 2023, FCDOT received verification from the Braddock District Supervisor's office confirming community support for the Inverchapel Road traffic calming plan.



Board Agenda Item  
July 11, 2023

FISCAL IMPACT:

Funding in the amount of \$80,000 is necessary to fund the traffic calming measures associated with this traffic calming project. Funds are currently available in Project 2G25-076-000, Traffic Calming Program, Fund 300-C30050, Transportation Improvements.

EQUITY IMPACT:

An Equity Impact Assessment is not required for this item, as it is part of the Residential Traffic Administration Program already approved by the Board of Supervisors.

ENCLOSED DOCUMENTS:

Attachment I: Traffic Calming Resolution for Inverchapel Road

Attachment II: Traffic Calming Plan for Inverchapel Road

STAFF:

Rachel Flynn, Deputy County Executive

Gregg Steverson, Acting Director, Fairfax County Department of Transportation (FCDOT)

Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT

Nicole Machacuay, Transportation Planner, Traffic Engineering Section, FCDOT

**RESOLUTION**

**FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION  
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)  
TRAFFIC CALMING MEASURES  
INVERCHAPEL ROAD  
BRADDOCK DISTRICT**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, July 11, 2023, at which a quorum was present and voting, the following resolution was adopted:

**WHEREAS**, the residents in the vicinity of Inverchapel Road have requested the Braddock District Supervisor's Office of Fairfax County to consider remedial measures to reduce the speed of traffic on Inverchapel Road; and

**WHEREAS**, an engineering study by the Fairfax County Department of Transportation (FCDOT) for Inverchapel Road indicates that all basic traffic calming criteria are met pertaining to functional classification of the roadway, identification of a significant speeding concern, and proof of community support; and

**WHEREAS**, the proposed Traffic Calming Plan was properly presented to the community in the affected survey area for their review and consideration; and

**WHEREAS**, the Traffic Calming Plan was subsequently approved by the occupied residences within the appropriate surveyed area; and

**WHEREAS**, the intended source of funding for the Traffic Calming Plan is Fairfax County.

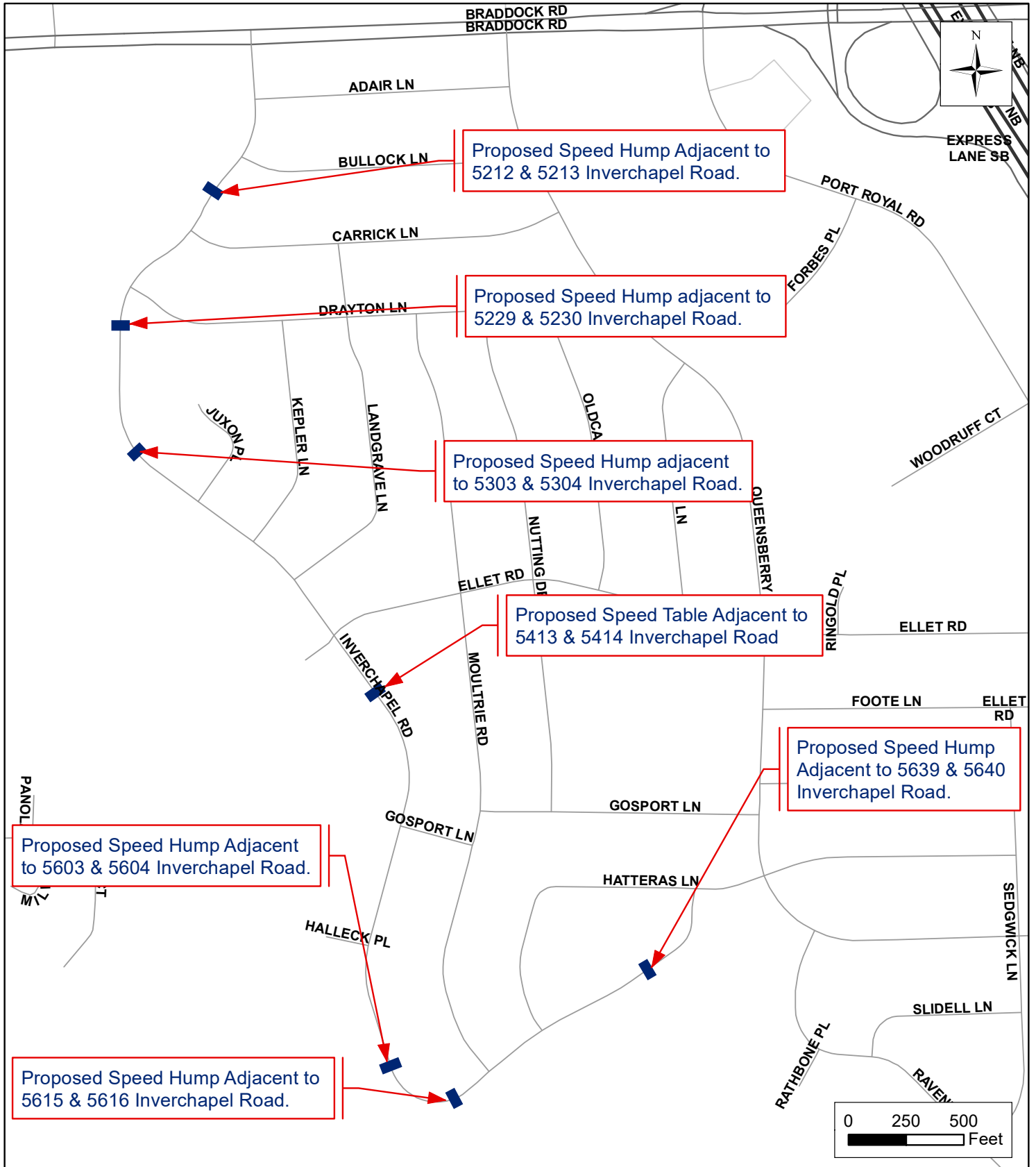
**NOW THEREFORE BE IT RESOLVED**, that the Board of Supervisors endorses the proposed Traffic Calming Plan and requests that the Virginia Department of Transportation review and approve the feasibility of implementing traffic calming measures on Inverchapel Road as part of FCDOT's Residential Traffic Administration Program.

**ADOPTED** this 11<sup>th</sup> day of July, 2023.

A Copy Teste:

---

Jill G. Cooper  
Clerk for the Board of Supervisors



Tax Map: 70-3, 70-4, 79-1, 79-2

**Fairfax County Department of Transportation  
 Residential Traffic Administration Program  
 Traffic Calming Plan  
 Inverchapel Road  
 Braddock District**

July 2022



Board Agenda Item  
July 11, 2023

ACTION - 1

Approval of a Memorandum of Understanding Between Fairfax County and the Tysons Community Alliance (Providence and Hunter Mill District)

ISSUE:

Authorization to enter into a Memorandum of Understanding with the Tysons Community Alliance (TCA) for a term of up to five years.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize the County Executive to execute a Memorandum of Understanding between Fairfax County and the TCA.

TIMING:

Board action is requested on July 11, 2023, to ensure the MOU is in place for the of the FY2024 fiscal year.

BACKGROUND:

On September 23, 2022, the Tysons Community Alliance (TCA) was created as a successor organization to the Tysons Partnership. The establishment of the TCA was the culmination of a year-long joint effort between the Tysons Partnership and Fairfax County to strategically re-envision and adapt the organization for evolving resident and business community needs in Tysons. Fundamental to the reorganization was a change in the organizational structure and funding model.

A critical component of the new organization is the level of stakeholder engagement on the TCA Board of Directors (Attachment 1). The TCA Board of Directors includes a mix of public and private individuals representing Tysons entities such as businesses, landowners, large and small employers, local government agencies, non-profit organizations, and residents.

To ensure appropriate oversight and collaboration between Fairfax County and the TCA, both parties have developed a Memorandum of Understanding (MOU) between the TCA and Fairfax County (Attachment 2). The proposed document formalizes the relationship between the parties and clearly identifies expectations for the TCA including areas of focus, work plan development, and annual budgeting and reporting to Fairfax County.

Board Agenda Item  
July 11, 2023

The TCA will be organized around four pillars of programs. Those consist of:

- 1) Communications and Branding
- 2) Placemaking and Place Management
- 3) Research and Business Support
- 4) Transportation and Mobility

The MOU includes elements critical to organizational oversight such as the development of an annual plan of work, preparation of an annual budget, and annual reporting on the accomplishments and status of projects undertaken by the TCA. These annual reports will be made available to the public.

The proposed MOU is the result of a collaborative effort between representatives of the TCA and Fairfax County staff from multiple agencies including the Department of Economic Initiatives, Department of Neighborhood and Community Services, Department of Planning and Development, Department of Transportation, Office of the County Attorney, and the Fairfax County Park Authority.

EQUITY IMPACT:

The proposed MOU aligns with Fairfax County's One Fairfax policy to develop *"Neighborhoods that support all communities and individuals through strong social networks, trust among neighbors, and the ability to work together to achieve common goals that improve the quality of life for everyone in the neighborhood."*

As part of the Placemaking and Place Management pillar, the TCA will pursue programming objectives that build Tysons' urban vitality and facilitate community cohesion and livability. Actions include efforts to catalyze spaces, partner with public and private entities on place activation, engage community members to foster community pride and capitalize on the local community's assets. These actions will be supported through outreach efforts that prioritize equity, establish and maintain trust, enable engaged communications, promote access to information, and utilize inclusive engagement practices.

Furthermore, the MOU outlines a clear expectation that TCA leadership shall reflect the diversity of the Tysons community and value membership attributes, skills, and lived experiences that emphasize creative problem-solving, consensus-building, collaboration, and adaptability. The intent is to foster an organization that reflects the diversity of people and community values as Tysons evolves.

FISCAL IMPACT:

The MOU provides no commitment of funds from Fairfax County to the TCA. Funding allocation to the TCA from Fairfax County is determined through the County's annual budget process.

Board Agenda Item  
July 11, 2023

ENCLOSED DOCUMENTS:

Attachment 1 – Tysons Community Alliance Board of Directors

Attachment 2 – Memorandum of Understanding between the Board of Supervisors of Fairfax County, Virginia, and Tysons Community Alliance

STAFF:

Rachel Flynn, Deputy County Executive

Rebecca Moudry, Director, Department of Economic Initiatives (DEI)

Scott Sizer, Division Manager, Catalytic Development, DEI

Laura Baker, Catalytic Redevelopment Manager, DEI

ASSIGNED COUNSEL:

Emily Harwood Smith, Assistant County Attorney

Richard Dzubin, Assistant County Attorney

## TCA Board of Directors

ATTACHMENT 1

Last Name	First Name	TCA Role	Title	Company Name
Adyanthaya	Shweta		Public Information Officer	Fairfax County Office of Public Affairs
Battista	Suzianne	Executive Committee	Section Chief, Urban Centers Section	Fairfax County Dept. of Planning & Development
Baxter	Ray		Appointed Resident - TCA	Hunter Mill TCA Reps
Boynton	Chris		Director, McLean Facilities Operations	MITRE
Byron	Barbara		Policy Director	Fairfax County BOS - Chair (Jeff McKay)
Carrier	Mark		President, Hospitality Group	B. F. Saul Company Hospitality Group
Clark	Andrew		Chair	Tysons Regional Chamber of Commerce
Coons	Julie		President and CEO	Chamber of Commerce - Northern Virginia
Diamond	Claudia		Appointed Resident - TCA	Hunter Mill TCA Reps
Falk	Kathryn		Vice President	Cox Communications
Garrett	Donald			Gates of McLean
Gelfond	David	TCA Treasurer / Executive Committee	Senior Vice President	Meridian Group
Hoffman	Tammy	Executive Committee - <i>Note: Retiring in May - Replacement TBA</i>	VP Enterprise Services	Freddie Mac
Horn	Sally		Appointed Resident - TCA	Dranesville TCA Reps
Iams	Alex	Executive Committee	Executive Vice President	Fairfax County Economic Authority (FCEDA)
Kessinger	Sandy		Senior Pastor	Tysons Interfaith
Linhart	Tamir		Appointed Resident - TCA	Providence TCA Reps
Mark	Barry	Executive Committee	Vice President, Design and Construction	Capital One
McGranahan	John		Managing Partner	Hunton Andrews Kurth
Medford	Clayton		Chief of Staff	Fairfax County BOS - Chair (Jeff McKay)
Mondoro	Joseph	Executive Committee	Chief of Staff	Fairfax County BOS - Providence District (Palchik)
Morris	Ashley		CEO	Celebrate Fairfax Inc (CFI)
Moudry	Rebecca	TCA Board Co-Vice Chair / Executive Committee	Director	Fairfax County Department of Economic Initiatives
Nguyen	Linda		Founder and CEO	Elletienne [LTN] Property Partners
Pankiewicz	Stephanie		Partner / Landscape Architect	LandDesign
Patel	Pramit		Partner	KPMG
Policaro	Jim	Executive Committee	VP, Development	Lerner
Riegle	Greg		Managing Partner	McGuireWoods
Rofougaran	Matt		CEO	Tysons Shipgarten
Roman	Jeff		Co-Managing Director, Northern Virginia	Stream Realty
Romero	Carmen	Executive Committee	President and CEO	Arlington Partnership for Affordable Housing
Samuels	Lisa	TCA Secretary / Executive Committee	Community Representative	Gates of McLean
Schneider	David	Executive Committee	Partner	Holland & Knight
Shafer	Donna		Managing Director	Cityline Partners
Sullivan	Regina		Managing Director, Office of Government Relations	WMATA
Todd	Brandon		Director, Corporate Public Policy	WGL (Washington Gas/Light)
Tucker	Lloyd		Director	Fairfax County Dept of Neighborhood and Community Services
White	Josh	TCA Board Chair / Executive Committee	Vice President	LCOR
Williams	Terry		Senior Vice President, Global Fixed Assets	PenFed Credit Union
Zahm	Hillary	TCA Board Co-Vice Chair / Executive Committee	Vice President	Macerich

**MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF  
SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA,**

**AND**

**TYSONS COMMUNITY ALLIANCE**

**(July 1, 2023 – June 30, 2028)**

This Memorandum of Understanding (“Memorandum”) is made as of (\_\_\_\_\_, 2023) by and between the Board of Supervisors of Fairfax County, Virginia (the “BOS”) and the Tysons Community Alliance (the “TCA”).

**RECITALS**

R-1 Tysons is the designated Urban Center in Fairfax County, Virginia. Through partnership with community and business organizations, Tysons will attract economic investment and development and an influx of new and diverse residents over the next several decades.

R-2 The TCA is a Virginia nonstock corporation organized for tax-exempt purposes described in Section 501(c)(6) of the Internal Revenue Code of 1986, as amended, that will seek to catalyze the transformation of Tysons into an inclusive, vibrant, globally attractive urban center where all thrive. The TCA will coordinate, plan, and leverage resources to move Tysons toward a thriving, diverse, and competitive urban community by practicing inclusive and equitable engagement, facilitating collaboration, activating places, promoting Tysons, and engaging in place management.

R-3 The BOS is a body politic and the governing body of Fairfax County.

R-4 The BOS endorses the goals for which the TCA was formed and desires to see those purposes achieved. Tysons has a unique development history and presents unique challenges and opportunities which require innovative solutions. This includes collaboration between the County, and diverse community and business groups, such as the TCA.

R-5 The Bylaws of the TCA create a Board of Directors of the TCA (the “Board”) comprised of voting members established to oversee the operation of the TCA. Minor changes to the Bylaws of the TCA will not require changes to this MOU, as determined by Fairfax County. For purposes of this recital, “minor changes” shall be defined as those changes that are consistent and do not conflict with the terms of this MOU.

R-6 The TCA is a combined effort between Fairfax County and the residential and business communities in the Tysons area.

R-7 The TCA is an independent, separate, legal entity from the BOS and the Fairfax County, Virginia government and is not an advisory board, authority, commission or committee of the BOS or the Fairfax County government.



R-8 The TCA’s primary collaborator in Fairfax County is the Department of Economic Initiatives (“DEI”). Additional County offices and organizations such as the Department of Planning and Development (“DPD”), the Department of Transportation (“FCDOT”), the Fairfax County Park Authority (“FCPA”), the Department of Neighborhood and Community Services (“NCS”) and the Fairfax County Economic Development Authority (“EDA”) will work with the TCA to effect investment, placemaking, community engagement, and development within Tysons.

R-9 The BOS is authorized pursuant to Va. Code Ann. § 15.2-953 and § 15.2-1204 to make contributions of public funds and property to organizations such as the TCA.

R-10 Both the BOS and the TCA desire to establish the framework within which contributions from the BOS to the TCA shall be accepted and utilized.

**NOW THEREFORE**, in consideration of the mutual agreement of the parties hereto and in return for any contributions the BOS may make to the TCA, both the BOS and the TCA agree as follows:

A. The TCA Board

TCA Board members should reflect the diversity in the community. The following attributes, skills, and lived experiences should be a component of the TCA Board member values: creative problem-solving, skills in identifying solutions to potential barriers and catalyzing forward movement, ability represent their organization and to engage up, down, and laterally within their organization’s structure, consensus-building, collaboration, adaptability/flexibility, and decision-making authority. The Board is comprised of members from the private sector, public sector, and residents and representatives of civic institutions or community groups and at least 51% of the Board shall be made up of private sector representation.

B. TCA Programming Objectives

The TCA will develop four pillars of programs which will include:

- a. Communications and Branding
- b. Placemaking and Place Management
- c. Research and Business Support
- d. Transportation and Mobility

a. Communications and Branding

- 1. The TCA agrees to develop and implement equitable branding, marketing and promotion programs aimed at developing Tysons into a thriving, diverse, and competitive urban community and as a place to do business, invest, develop, reside, shop, enjoy amenities, and, as a result, increase its sense of place and prominence in the local and regional market.

2. The TCA agrees to develop opportunities in Tysons, with an emphasis on facilitating collaboration, enhancing public and private spaces, promoting Tysons, and providing active place management.
3. The TCA will facilitate community cohesion, livability, and honor participants' lived experience through outreach efforts that prioritize equity, establish and maintain trust, enable engaged communications, promote access to information, and utilize inclusive engagement methods. The purpose is to ensure that residents, owners, and stakeholders are informed of unfolding plans for the area and are provided meaningful ways to provide input on decisions impacting Tysons.

b. Placemaking and Place Management

1. The TCA will focus on enhancing Tysons' emerging urban amenities and weaving them into a comprehensive and high-quality network. This will include catalyzing public spaces, creating interim activities and spaces, and creating and managing community-wide programs to engage community members and foster community pride.
2. The TCA will work with Fairfax County, FCPA, the Virginia Department of Transportation ("VDOT"), and all appropriate regulatory bodies to establish a vision and guidelines for a Tysons-wide signage and wayfinding system. This will include planning and implementing programs and addressing ongoing maintenance of improvements.
3. The TCA will create and manage a supportive place activation program. This will encompass a range of events, likely in partnership with other businesses or community organizations. The TCA will coordinate and work in partnership with the FCPA for activation of publicly accessible or publicly owned park spaces.
4. The TCA will have a role in managing the quality of place throughout Tysons. A key element will be to improve the functionality and use of these spaces and promote places and activities taking place within Tysons. Additional services to increase service levels may include elements such as security, neighborhood livability, community ambassadors, and maintenance of public and private features and art, through coordination with the public sector and property owners.
5. The TCA will work with the FCPA to cultivate a world-class publicly accessible park system in Tysons, including the network of privately owned park spaces and those under public ownership.

6. TCA will capitalize on the local community's assets, diversity of people and potential for inclusion with the intention of creating public spaces that improve urban vitality and promote people's health, happiness, well-being, and sense of belonging.

c. Research and Business Support

1. The TCA will develop programs to assist with economic growth and inclusive development. These programs will help to drive new growth within Tysons and support the economic health of the area.
2. The TCA will produce market data and other reports to share with media, real estate brokers, property owners, commercial tenants and public officials. These reports will highlight key indicators and trends regarding data collected on the economic health of Tysons and those working and living there.
3. The TCA will support robust market development through regular meetings with brokers and company marketing directors to better understand needs and direct resources to address current issues.
4. The TCA will champion innovative initiatives and thought leadership to help enhance livability, sustainability, equity, and inclusiveness. This will be done through leveraging organizational platforms and committee structures to convene discussions within the community to catalyze action and progress in key strategic areas.

d. Transportation and Mobility

1. One of the greatest advantages for Tysons is its regional centrality and multimodal transportation network. As Tysons continues to grow, so does the need for continued collaboration to further expand the growing transportation network, prioritizing a convenient, accessible, and well-connected commuting environment. The TCA will coordinate with WMATA, FCDOT, FCPA, VDOT and other stakeholders to promote, or in coordination with FCDOT, to create programs to support County transportation goals to improve the quality of life for all those who work, visit, and live in Tysons. A focus will be placed on multi-modal improvements with special attention on pedestrian, bicycle, transit infrastructure improvements, and engaging the private sector on the importance of prioritizing this infrastructure in the design of their development plans.
2. The TCA will support efforts to promote telework and other alternative work arrangements which minimize peak hour Single Occupancy Vehicle (SOV) use.

3. The TCA will promote the implementation of solutions which facilitate internal mobility for transit users or others who use multi-modal solutions for area access.

#### C. Plan of Work

The TCA agrees to maintain and conduct an annual review of its Plan of Work, which identifies its goals, objectives, major projects, sources of funding and estimated timelines. A draft Plan of Work shall be shared with DEI for review.

#### D. Tax Exempt Status

The TCA shall comply with all requirements of the Internal Revenue Service so as to continue to qualify as a 501(c)(6) tax-exempt corporation.

#### E. Eligible Uses of Funds

All funds the BOS may elect to make available to the TCA hereunder shall be for corporate operations and projects initiated and carried out in accordance with the goals and objectives as set forth in this Memorandum of Understanding, the TCA Articles of Incorporation and Bylaws, and alignment with approved Annual Reviews of the TCA's Plan of Work.

#### F. Annual Budget Preparation and Approval

The TCA shall prepare an annual budget and submit its funding request to the BOS for approval in accordance with the County's standard budget process outlined in the Contributory Agencies Budget Manual. This MOU does not create any ongoing obligation by the BOS to fund the TCA; annual funding is subject to BOS appropriation.

#### G. Supplemental Funding

The TCA shall endeavor to augment contributions made to it by the BOS through the following activities:

1. The TCA will, in coordination with the applicable Fairfax County departments, identify, evaluate and pursue federal, state, local and private grant and loan opportunities that may be available for relevant projects, programs, and activities.
2. The TCA will endeavor to supplement BOS contributions by developing alternative revenue streams.

#### H. Reporting

Annually, within four months of the close of its Fiscal Year, the TCA Executive Director shall submit to the BOS a report of activities from the previous year. The Annual Report shall contain financial and other information identifying and describing the accomplishments of the TCA and the status of projects undertaken by the TCA; such report shall be in sufficient detail and description to enable the BOS to evaluate the TCA's effectiveness and success in achieving its goals and objectives in the Tysons area. The TCA will make this Annual Report available to the public.

I. County Officials or Employees as Directors, Employees or Officers

No County officer, employee, member of the BOS or member of the BOS staff shall be an employee of the Board. Members of Fairfax County boards, commissions and authorities, however, may be directors or officers of the Board provided that no compensation is paid by the TCA to any such director or officer.

J. Conflict

1. The terms of the State and Local Government Conflict of Interests Act ("the Conflicts Act"), Va. Code Ann. §§ 2.2-3100 – 2.2-3132, as amended, are incorporated herein by reference and all directors, officers, and employees of the TCA shall comply with the Conflicts Act, to the extent applicable to such directors, officers, or employees.
2. Directors, officers, and employees of the TCA who are subject to the Conflicts Act shall file, as a condition to assuming or holding office or employment, a disclosure statement of economic interests in the Tysons area and other such information as required by law or requested by the BOS, the BOS's designees or applicable Fairfax County agencies.

K. Dissolution

Upon dissolution or other termination of the TCA, all outstanding fund balances or assets derived from Fairfax County appropriations shall be transferred to the Fairfax County government. All other fund balances and assets shall be disbursed for purposes permitted under the TCA's Articles of Incorporation in accordance with instructions from the Board, and all applicable laws and regulations.

L. Additional Conditions

1. The TCA shall abide by any conditions imposed by the BOS with respect to any contribution made by the BOS to the TCA.
2. This MOU shall not be abrogated, changed or modified without the written consent of the TCA and the BOS.
3. This MOU is assignable to a successor organization to the TCA with the written approval of the BOS.

4. This MOU shall not be construed to abrogate the statutory responsibility of the BOS.
5. At least as often as every five (5) years, the BOS and the TCA shall review this MOU to determine whether any changes in the agreement are desired or if this MOU should be terminated.
6. This MOU shall continue to be in effect until June 30, 2028, unless terminated by the BOS before that date.
7. All Recitals set forth above are to be given full force and effect in construing this MOU.
8. The TCA shall comply with the Virginia Freedom of Information Act, Va. Code Ann. §§ 2.2-3700 – 2.2-3714, as amended.

M. Notice

Notices hereunder and reports and other documents to be furnished to either party in accordance with the terms herein shall be given in writing only directed to the following addresses:

1. If to TCA:

- 
2. If to BOS:

County Executive  
12000 Government Center Parkway  
Suite 552  
Fairfax, VA 22035

and

Office of the County Attorney of Fairfax County  
12000 Government Center Parkway  
Suite 549  
Fairfax, VA 22035  
Attn: County Attorney

3. If to DEI:

Department of Economic Initiatives  
12015 Lee Jackson Memorial Highway  
Suite 510  
Fairfax, VA 22035

Every such notice shall be deemed to have been given on the date on which it is received or refused by the party to whom it is sent. Any changes of address shall be given in accordance with the terms herein, and shall not be effective until ten (10) days after the date received.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have caused this Memorandum to be executed by their duly authorized representatives as of the Effective Date.

COUNTY:

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA,  
a political subdivision of the Commonwealth of Virginia,

By: \_\_\_\_\_  
Name: Bryan J. Hill  
Title: County Executive

TYSONS COMMUNITY ALLIANCE:

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Parties have caused this Memorandum to be executed by their duly authorized representatives as of the Effective Date.

COUNTY:

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA,  
a political subdivision of the Commonwealth of Virginia,

By: \_\_\_\_\_  
Name:  
Title:

TYSONS COMMUNITY ALLIANCE:

By: \_\_\_\_\_  
Name:  
Title:



Board Agenda Item  
July 11, 2023

ACTION - 2

Approval of an Agreement Between the Town of Herndon and Fairfax County (County) to Design and Construct the Sugarland Run North Stream Restoration Project (Dranesville District)

ISSUE:

Board of Supervisors' (Board) authorization is requested for the County to execute an agreement with the Town of Herndon (Town) that provides funding for the design and construction of the Sugarland Run North (SU9207B) Stream Restoration project (Project), which is located in the Town and the Sugarland Run watershed.

RECOMMENDATION:

The County Executive recommends that the Board approve and authorize the County Executive or his designee to sign an agreement with the Town to provide funding for the design and construction of the Project.

TIMING:

Board approval is requested on July 11, 2023.

BACKGROUND:

The Project will restore approximately 2,350 linear feet of Sugarland Run, providing nutrient reduction and improved water quality in the Sugarland Run watershed.

Under an agreement between the County, Town of Vienna, and Town of Herndon (Cooperative Agreement), the parties use project benefits towards compliance with their respective Municipal Separate Storm Sewer System (MS4) permits and Chesapeake Bay Total Maximum Daily Load (TMDL) reduction requirements. Consistent with the framework of the Cooperative Agreement, the Town has asked the County to fund the design and construction costs. The Town will administer the design and construction of the Project. In addition to improving the environment and water quality, this partnership with the Town of Herndon is an example of implementation of effective and efficient government practices consistent with the County's Strategic Plan. Partnering with the Town on the Project will save the County the time and administrative costs that would be incurred if the County were to implement the Project under its stormwater program.

Board Agenda Item  
July 11, 2023

FISCAL IMPACT:

The estimated total cost of the Project is \$3,916,000. The County will fund the design and construction of the Project over four fiscal years. Under this agreement, the County has the discretion to pay construction cost overruns, but in an amount not to exceed ten percent of the total estimated project cost. The County funds can only be used for the design and construction of the Project. The Town will reimburse the County funds that are not expended in accordance with the terms of the attached agreement. Funding is currently available in Project SD-000031, Stream & Water Quality Improvements, Fund 40100, Stormwater Services, for the County's obligation to this Project.

EQUITY IMPACT STATEMENT:

There is no adverse equity impact. This restoration project addresses Focal Area #12 of the One Fairfax Policy to achieve, "A healthy and quality environment to live and work in that acknowledges the need to breathe clean air, to drink clean water now and for future generations." Stream restoration not only provides compliance towards the County's and Town's MS4 and TMDL reduction requirements, but it also provides cleaner water to support a healthy aquatic ecosystem and protects natural green spaces to ensure optimal recreational opportunities for current and future generations. As mentioned earlier, this action is part of a larger effort to restore the Chesapeake Bay. While there are no highly vulnerable areas in the Town that are adjacent to the project, much of the downstream Chesapeake Bay watershed is surrounded by low-income communities that are negatively affected by upstream development and stormwater runoff. This restoration will contribute to the overall improvement of water quality for those communities and the health of the Chesapeake Bay which is considered a national treasure.

CREATION OF POSITIONS:

No positions will be created.

ENCLOSED DOCUMENTS:

Attachment 1: Sugarland Run North Stream Restoration Funding Agreement between the Board of Supervisors of Fairfax County, Virginia and the Town of Herndon

STAFF:

Rachel Flynn, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)  
Eleanor Ku Coddling, Deputy Director, DPWES, Stormwater and Wastewater Divisions  
Craig Carinci, Director, DPWES, Stormwater Planning Division

**SUGARLAND RUN (NORTH)**  
**STREAM RESTORATION FUNDING AGREEMENT**

This Agreement (“Agreement”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA** (the "County"), a body politic, and the **TOWN OF HERNDON** (the “Town”) (collectively, the “Parties”).

**WITNESSETH:**

WHEREAS, the Town has requested funds to design and implement the Sugarland Run (North) Stream Restoration Project (the “Project”), which will be located within the boundaries of the Town and will restore a portion of the body of water known as Sugarland Run North and

WHEREAS, the location of the Project is located between Longitude 77.3693°W and Latitude 38.9621°N and 77.3711°W and 38.96668°N and more specifically shown on the Fairfax County Real Property Identification Map as Tax Map No. 17-1((6)) parcel J4; and

WHEREAS, the Project is within the Chesapeake Bay, Potomac River, and Sugarland Run watersheds;

WHEREAS, the Town is part of the County’s Stormwater Service District and the County, Town, and the Town of Vienna have entered into an agreement known as the “Cooperative Agreement Between the Fairfax County Board of Supervisors, the Town of Vienna, and Town of Herndon to Share Certain Stormwater Service District Fees and Responsibility for Related Projects” (the “Cooperative Agreement”) to share funds and responsibility to maintain, operate, and improve stormwater systems to meet the Chesapeake Bay Total Maximum Daily Load (“TMDL”) and other water quality goals.

WHEREAS, under the Cooperative Agreement, annually, the County pays the Town a percentage of the Stormwater Service District Fees that are collected from residents of the Town (the “Paid Herndon Revenues”); and

WHEREAS, the Town and County agree that under the Cooperative Agreement, Stormwater Service District funds can be used for the Project because the Project meets

the water quality objectives of each locality and their respective Chesapeake Bay TMDL obligations; and

WHEREAS, the Project is estimated to cost three million nine hundred and sixteen thousand dollars (\$3,916,000) (the “Total Project Cost”); and

WHEREAS, that County intends to fund the design and construction of the Project from the Stormwater Budget; and

WHEREAS, the Town intends to dedicate Town staff expertise and time for the purpose of supporting, developing, and implementing the Project.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein as if restated as binding provisions of this agreement, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto further agree as follows:

1. Upon execution of this Agreement, the County will grant to the Town funds in the amount of seven hundred and fifty thousand dollars (\$750,000) (the “Design Funds”) in Fiscal Year 2024 for the design of the Project, to be paid with monies from the County’s Stream and Water Quality Improvement Project (fund I/O 2G25-029-001) of the Stormwater Budget (fund 400-C40100, Stormwater Services).

2. Upon completion of the design of the Project, the County will grant to the Town an additional two million and sixteen thousand dollars (\$2,016,000) in a subsequent fiscal year (Construction Year 1) for the construction of the Project, as designed, except that if those funds are unavailable in the Stormwater Budget at the time of completion, they will be paid at such time as they become available.

3. The County will grant the Town one million one hundred fifty thousand dollars (\$1,150,000) in a subsequent fiscal year to Construction Year 1 (Construction Year 2) to complete construction of the Project. The Design Funds plus the construction funds issued to the Town during Construction Years 1 and 2 are hereinafter referred to as the “County Contribution”.

4. Completion of the design of the Project occurs when the Town informs the County that all construction documents are complete and all permits for the construction have been obtained. Any remaining design funds may be utilized for the purpose of

construction and will reduce the amount of construction funds that are identified to be granted in paragraphs 2 and 3.

5. The County Contribution will not be charged against the PAID HERNDON REVENUES as set forth in the Cooperative Agreement, but rather, are a separate grant to the Town from the County.

6. The Town will dedicate Town staff expertise and time for the purpose of supporting, developing, and implementing the Project.

7. The County Contribution must be used and expended solely for the purpose of designing and constructing the Project and not for the cost of any feasibility study or acquisition of any lands or easements necessary for the completion of the Project.

8. The Town will acquire, at its sole expense, any and all land or easements, or other interests in real property, if any, that are necessary to complete the Project.

9. The Town, at its sole expense, will administer the design and construction contracts, obtain approval of all plans, and obtain all permits necessary for the completion of the Project.

10. The Town will notify the County if the Town, at any time, modifies the scope of the Project, which is generally described herein above. If the scope of the Project's design, in the sole judgment of the County, significantly deviates from the design scope described in the Plan, the Town must, within 30 days after notification by the County of such deviation, reimburse to the County the amount of the Total Contribution.

11. The Town will provide the County with a copy of the final site plan for the Project.

12. The Town must retain all invoices and all records of payments for any and all services rendered for the design, construction, and any related expenses for completion of the Project, and copies of any such invoices and records of payments must be provided to the County upon request within three business days after such a request.

13. If at any time the Town abandons or otherwise ceases the Project for any reason, the Town must immediately return any amount of the County Contribution not expended in accordance with this agreement and all invoices and records of payments.

“Abandon,” as used herein, includes, but is not limited to, the failure to initiate or the termination of the design or construction before the Project’s completion.

14. If the Town is awarded federal-issued or state-issued grant funds for the Project, the Town will remit to the County an amount equal to the value of such grant.

15. The County, in its sole discretion, may agree to pay cost overruns that exceed the Total Project Cost, including construction costs that exceed the current estimate, change orders and/or related costs that arise during construction of the Project, but only to the extent that funds are available in the County’s Stream and Water Quality Improvement Project (fund I/O 2G25-029-001) of the Stormwater Budget (fund 400-C40100, Stormwater Services ) and are not more than 10% of the estimated Project Cost.

16. The Town must complete the Project not later than four years after this agreement is executed.

17. The Project is subject to the Cooperative Agreement, and, as such, the total pollutant load reduction credits for the Project will be apportioned among the parties as established pursuant to the terms of the that agreement or any amendments or attachments thereto.

18. This agreement can only be modified in writing and signed by both parties.

**[Signatures appear on following page]**







Board Agenda Item  
July 11, 2023

ACTION - 3

Approval of the FY 2024 and FY 2025 Community Services Performance Contract Between the Fairfax-Falls Church Community Services Board and the Virginia Department of Behavioral Health and Developmental Services

ISSUE:

Board of Supervisors approval for the Fairfax-Falls Church Community Services Board's acceptance of FY 2024 funds and approval of the FY 2024 and FY 2025 Community Services Performance Contract with the Virginia Department of Behavioral Health and Developmental Services.

RECOMMENDATION:

The County Executive recommends that the Board approve the FY 2024 and FY 2025 Community Services Performance Contract Amendment between the Virginia Department of Behavioral Health and Developmental Services and the associated acceptance of FY 2024 funds.

TIMING:

Board action is requested on July 11, 2023.

BACKGROUND:

The Community Services Performance Contract delineates the responsibilities between the Virginia Department of Behavioral Health and Developmental Services (DBHDS) and the community services boards and behavioral health authority for the purpose of providing local public mental health, developmental and substance abuse services. It specifies the conditions to be met for a Community Services Board (CSB) to receive State-controlled funds, identifies the groups of consumers to be served with State-controlled funds and includes requirements to ensure accountability to the State.

As specified in the Code of Virginia, the CSB must make its proposed performance contract available for public review and comment prior to approving and submitting the biennial contract. The proposed FY 2024 and FY 2025 Community Services Performance Contract was available for thirty days for public review and comment. Notices of the comment period were posted at various public facilities, sent electronically through numerous distribution lists and posted on the CSB's web page. Comments were received until June 24, 2023.

On June 28, 2023, the CSB Board approved the FY 2024 and FY 2025 Community Services Performance Contract, and the contract has been presented to the Cities of Fairfax and Falls Church for review and approval.

Board Agenda Item  
July 11, 2023

The contract transfers \$61,713,536 in State-controlled funds to the CSB for FY 2024, which is the total estimate of \$40,976,410 in State funds, \$5,154,418 in Federal funds, \$8,582,708 in Medicaid State Plan Option funds and \$7,000,000 in Medicaid Waiver funds.

FISCAL IMPACT:

This is the contractual mechanism used by the State to transfer \$61,713,536 in State-controlled funds to the CSB. This is an increase of \$10,043,730 or 19.43 percent from the FY 2023 contract amount of State-controlled funds, largely attributable to the estimated revenues from State funds.

ENCLOSED DOCUMENTS:

Attachment 1: FY 2024 and FY 2025 Community Services Performance Contract

STAFF:

Christopher A. Leonard, Deputy County Executive

Daryl Washington, Executive Director, Fairfax-Falls Church Community Services Board



## COMMONWEALTH of VIRGINIA

NELSON SMITH  
COMMISSIONER

DEPARTMENT OF  
BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES

Post Office Box 1797  
Richmond, Virginia 23218-1797

Telephone (804) 786-3921  
Fax (804) 371-6638  
[www.dbhds.virginia.gov](http://www.dbhds.virginia.gov)

**April 3, 2023**

**RE: FY 2024-2025 Community Services Performance Contract**

**Dear CSB Executive Directors,**

The FY24-25 Community Services Performance Contract (PC) and supplemental documents, effective July 1, 2023, will be sent by April 4, 2023, through our DocuSign process for your review, posting for public comment and execution. Please keep in mind that the Department cannot provide any state-controlled funds after September 30th if the contract has not been signed. 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. The Office of Management Services (OMS) would like to thank you all for working with us through this review process. Craig Camidge led OMS through some exciting and much needed collaborative work with the VACSB Policy/Admin Committee chaired by Phil Caldwell. The members of the VACSB Policy/Admin Committee are elected as the decision-making body for PC administration by the Community Services Boards and the OMS serves as the PC administrator and liaison between the Department and the VACSB Policy/Admin Committee.

We started this journey in July of last year and met every other week without fail for 2 hours to have some thoughtful conversations around needed and desired changes within the PC. Most of the work done by this group focused on the general terms and conditions of the PC, Addendum I: Administrative Requirements Processes and Procedures, and Exhibit B Continuous Quality Improvement (CQI). Other documents were discussed such as Addendum II: Partnership Agreement and Addendum III: Core Services Taxonomy but a decision was made that these documents needed input beyond the scope of this group. OMS also worked internally with the various offices responsible for certain sections of the PC to address any required changes, revisions for clarity, and remove any outdated or redundant information from certain PC documents.

We have now finalized the PC for FY 24-25. We encourage you take the time to familiarize yourself with all these documents to understand what is required of the CSBs but we would like to bring your attention to certain changes for this review period.

**1. FY2024 and 2025 Community Services Performance Contract**

- a. **Section 9 Billing and Payment Terms and Conditions**, the CSB invoice due date has been updated from the 10<sup>th</sup> to the 20<sup>th</sup> of the following month by the Department's Fiscal office.
  - b. **Section 13 Compliance with Laws** was review and revised by the Office of Attorney General and the Department's Chief Information Security Officer and the following language was revised for compliance with current law: HIPPA, PHI, and BAA.
2. **Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures** – Revisions were made to align with decisions made through collaboration between the Department and the Q&O Committee, DMC, STAC and VACSB Policy/Admin Committee. This entire exhibit was revised to remove unnecessary language, provide clarity and move other process and procedure type information to a technical manual that will be provided by the Department. The following are key material changes:
  - a. This version of Exhibit B will reflect performance measure expectations only related to behavioral health and not DD. The Department will need to do some work internally to decide the best path forward to incorporate DD performance measures in the future.
  - b. **Section II Benchmarks** now provides a link to the Department's Behavioral Health Measure Development and Review process to promote transparency between the Department and the CSBs.
  - c. **Section III Technical Assistance** clearly defines the technical assistance process and provides a link to the Exhibit B TA Request form for CSBs.
  - d. **Section IV Performance Monitoring** clearly defines and explains the Performance Improvement Process and Corrective Action Plan process only for this exhibit.
  - e. **Section V Performance Measures** clearly defines core performance measure requirements for certain services and/or activities for this exhibit.
  - f. **Section VI Additional Expectations and Elements Being Monitored**, this section outlines certain data elements and expectations for certain services and/or activities that were put into place prior to the data quality and benchmarking review process as of March 1, 2022 and are active expectations regarding CSB operations and implementation. However, the process for technical assistance, performance improvement plans, and corrective action plans as described Section IV and V does not apply to this section.
3. **Exhibit E: Performance Contract Schedule and Process**- This exhibit provides the CSBs specific due dates for Department required reporting submissions for CARS, CCS, local government audits and Certified Public Accountant (CPA) audits for FY24-25. It also provides specific dates for disbursement of state and federal funds to the CSBs.
4. **Exhibit F: Federal Grant Requirements** –This exhibit has been revised 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.
5. **Exhibit G: Master Program Services Requirements** – This exhibit has been revised to provide terms and conditions 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. The following are key material changes:
  - a. **Exhibit C: Regional Discharge Assistance Program (RDAP)** - the Department decided that these requirements did not need their own stand-alone exhibit and they have been moved to Exhibit G.

- b. **Exhibit I: Behavioral Health Wellness** - the Department decided that these requirements did not need their own stand-alone exhibit and they have been moved to Exhibit G.
- 6. **Exhibit J: Certified Preadmission Screening Clinicians Requirements-** This exhibit is no longer a stand-alone agreement and has been incorporated into this version of the PC.
- 7. **Addendum I: Administrative Requirements and Processes and Procedures-** Revisions were made for clarity and outdated or redundant information was removed.

**Timeline for Execution by July 1st**

**By April 7, 2023** - OMS will share the final version of the performance contract documents with all CSB Executive Directors for posting for public comment and final execution through DocuSign.

**By July 1, 2023** – Expectation that all CSB performance contracts are fully executed. Please keep in mind that the Department cannot provide any state-controlled funds after September 30<sup>th</sup> if the contract has not been signed.

The Department would like to thank you all for your service to the community and 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](mailto:performancecontractsupport@dbhds.virginia.gov) or [contact our technical assistance number at 804-225-4242](tel:804-225-4242).

Thank you,



Chaye Neal-Jones  
Deputy Director  
Office of Management Services

**FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT  
MASTER AGREEMENT  
Fairfax-Falls Church Community Services Board  
Contract No.P1636. 762**

- 1. Purpose .....4
- 2. Defined Terms .....4
- 3. Relationship .....6
- 4. Term and Termination .....6
- 5. Contract Amendment.....6
- 6. Services.....6
- 7. Service Change Management .....6
- 8. Funding Requirements.....7
  - A. Funding Resources..... 7
  - B. Funding Allocations..... 7
  - C. Expenses for Services ..... 7
  - D. Use of Funds ..... 7
  - E. Availability of Funds ..... 7
  - F. Local Match..... 7
  - G. Local Contact for Disbursement of Funds..... 8
  - H. Unanticipated Changes in the Use of Funds Due to a Disaster ..... 8
- 9. Billing and Payment Terms and Conditions .....8
  - I. Federal Funds Invoicing ..... 8
  - J. Payment Terms ..... 9
  - K. Reconciliation and Closeout Disclosures ..... 9
- 10. CSB Responsibilities .....10
  - A. Exhibit A..... 10
  - B. Populations Served ..... 10
  - C. Scope of Services..... 10
  - D. Response to Complaints ..... 10
  - E. Quality of Care ..... 10
  - F. Reporting Requirements and Data Quality ..... 11
- 11. Subcontracting .....13
  - A. Subcontracts..... 13
  - B. Subcontractor Compliance..... 14
  - C. Subcontractor Dispute Resolution ..... 14
  - D. Quality Improvement Activities ..... 14
- 12. Compliance with Laws .....14
  - A. HIPAA ..... 14
  - B. Employment Anti-Discrimination ..... 15

**FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT  
MASTER AGREEMENT  
Fairfax-Falls Church Community Services Board  
Contract No.P1636. 762**

C.	Service Delivery Anti-Discrimination .....	15
D.	General State Requirements .....	16
E.	Conflict of Interests .....	16
F.	Freedom of Information.....	16
G.	Protection of Individuals Receiving Services .....	16
H.	Licensing .....	16
13.	Department Responsibilities .....	17
A.	Program and Service Reviews .....	17
B.	State Facility Services.....	17
C.	Quality of Care .....	17
D.	Department CSB Performance Measures Data Dashboard .....	18
E.	Utilization Management .....	18
F.	Human Rights .....	18
G.	Licensing .....	18
H.	Peer Review Process.....	18
I.	Electronic Health Record (EHR) .....	18
J.	Reviews .....	19
K.	Reporting and Data Quality Requirements .....	19
L.	Community Consumer Submission .....	19
M.	Data Elements.....	19
N.	Streamlining Reporting Requirements.....	20
O.	Data Quality.....	20
P.	Surveys .....	20
Q.	Communication .....	20
R.	Department Comments or Recommendations on CSB Operations or Performance .....	20
14.	Compliance and Dispute Resolution.....	21
A.	Disputes .....	21
B.	Dispute Resolution Process .....	21
C.	Remediation Process.....	22
15.	Liability .....	22
16.	Severability.....	23
17.	Counterparts and Electronic Signatures.....	23
18.	Signatures .....	24
19.	Exhibit L: List of Acronyms.....	25

**FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT  
MASTER AGREEMENT  
Fairfax-Falls Church Community Services Board  
Contract No.P1636. 762**

**Other Performance Contract Document Attachments**

- Exhibit A: Resources and Services (Only available through the CARS application)
- Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures
- Exhibit C: Regional Discharge Assistance Program (RDAP) Requirements (See Exhibit G)
- Exhibit D: Individual CSB Performance Measures
- Exhibit E: Performance Contract Schedule and Process
- Exhibit F: Federal Grant Requirements
- Exhibit F(B): Single Audit Exemption Form
- Exhibit G: Community Services Boards Master Programs Services Requirements
- Exhibit H: Regional Local Inpatient Purchase of Services (LIPOS) Requirements
- Exhibit I: Behavioral Health Wellness (See Exhibit G)
- 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: Core Services Taxonomy 7.3



**FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT  
MASTER AGREEMENT  
Fairfax-Falls Church Community Services Board  
Contract No.P1636. 762**

**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.

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

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

**2. Defined Terms**

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

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

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

**FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT  
MASTER AGREEMENT  
Fairfax-Falls Church Community Services Board  
Contract No.P1636. 762**

**Fiscal Agent** the Fiscal Agent has two specific purposes.

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

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

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

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

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

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

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

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

**FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT  
MASTER AGREEMENT  
Fairfax-Falls Church Community Services Board  
Contract No.P1636. 762**

**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, 2023 and ending on June 30, 2024 unless either party gives ninety 90 days or more advance written notice of intent not to renew.

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

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

**5. Contract Amendment**

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

**6. Services**

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

**7. Service Change Management**

The CSB shall notify the Department 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 (OMS) through the [performancecontractsupport@dbhds.virginia.gov](mailto:performancecontractsupport@dbhds.virginia.gov) for its review and approval of the change, and the CSB shall receive the Department's approval before implementing the new service or stopping the existing service.

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

The CSB operating a residential crisis stabilization unit (RCSU) shall not increase or decrease the licensed number of beds in the RCSU or close it temporarily or permanently without providing 30 days advance

**FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT  
MASTER AGREEMENT  
Fairfax-Falls Church Community Services Board  
Contract No.P1636. 762**

notice to the Office of Licensing and the OMS and receiving the Department's approval prior to implementing the change.

**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 allocated by the Department to the CSB and any other funds associated with or generated by the services shown in Exhibit A. CSB must review their CARS application for the most recent version of Exhibit A.

**B. Funding Allocations**

1. The Department shall inform the CSB of its state and federal fund allocations in 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 CARS reports. These reductions shall not be subject to provisions in Section 15.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 CCS Extract and CARS reports that it is providing the services supported by these funds.

**C. Expenses for Services**

The CSB shall provide those services funded 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. The CSB shall maximize billing and collecting Medicaid payments and other fees in all covered services to enable more efficient and effective use of the state and federal funds allocated to it.

**E. Availability of Funds**

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

**F. Local Match**

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

**FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT  
MASTER AGREEMENT  
Fairfax-Falls Church Community Services Board  
Contract No.P1636. 762**

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

**G. Local Contact for Disbursement of Funds**

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

Fiscal and Grants Management Office  
Virginia Department of Behavioral Health and Developmental Services  
Eric.Billings@dbhds.virginia.gov

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

The Department reserves the right to re-purpose the currently allocated funds to a CSB. This action will not be done without clear deliberations between the 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**

**I. 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.

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

**FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT  
MASTER AGREEMENT  
Fairfax-Falls Church Community Services Board  
Contract No.P1636. 762**

**J. Payment Terms**

1. Federal Funds shall be dispersed on a reimbursement basis with the exception of initial upfront one-time payments for cashflow considerations and one-time start-up costs. The initial upfront one-time payment amounts may vary depending on programmatic needs.

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

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

**K. Reconciliation and Closeout Disclosures**

The CSB shall comply with state funding reconciliation and closeout 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 Exhibits D, Notices of Award, or other required documentation in a timely manner this may result in a delay of or ineligibility for receiving funding.

1. Unexpended federal funds must either be returned in the form of a check made payable to the Treasurer of Virginia and sent to:  
DBHDS  
Office of Fiscal and Grants Management  
PO Box 1797  
Richmond, VA 23218-1797  
C/O Ramona Howell

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

Account Number: 201141795720002  
Routing Number: 061000104  
EIN: 546001731

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

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

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

Approval to execute an ACH payment is not required, but DBHDS must be aware that the payment is

**FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT  
MASTER AGREEMENT  
Fairfax-Falls Church Community Services Board  
Contract No.P1636. 762**

coming in order to account for it properly.

**10. CSB Responsibilities**

**A. Exhibit A**

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

**B. Populations Served**

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

**C. Scope of Services**

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

**D. Response to Complaints**

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

The CSB shall acknowledge complaints that the Department refers to it within five (5) business days of receipt and provide follow up commentary on them to the Department within 10 business days of receipt. The CSB shall post copies of its procedures in its public spaces and on its web site, provide copies to all individuals when they are admitted for services, and provide a copy to the Department upon request.

**E. Quality of Care**

1. **Department CSB Performance Measures:** CSB staff shall monitor the CSB's outcome and performance measures in Exhibit B, identify and implement actions to improve its ranking on any measure on which it is below the benchmark, and present reports on the measures and actions at least quarterly during scheduled meetings of the CSB board of directors.
2. **Quality Improvement and Risk Management:** The CSB shall develop, implement, and maintain a quality improvement plan, itself or in affiliation with other CSB, to improve services, ensure that services are provided in accordance with current acceptable professional practices, and address areas of risk and perceived risks. The quality improvement plan shall be reviewed annually and updated at least every four years.
  - a. The CSB shall develop, implement, and maintain, itself or in affiliation with other CSB, a risk management plan or participate in a local government's risk management plan. The CSB shall work with the Department to identify how the CSB will address quality improvement activities.
  - b. The CSB shall implement, in collaboration with other CSB in its region, the state hospital(s) and training centers serving its region, and private providers involved with the public mental health, developmental, and substance use disorder services system, regional utilization management procedures and practices.
3. **Critical Incidents:** The CSB shall implement procedures to ensure that the executive director is

**FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT  
MASTER AGREEMENT  
Fairfax-Falls Church Community Services Board  
Contract No.P1636. 762**

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

**F. Reporting Requirements and Data Quality**

**1. Individual Outcome and CSB Provider Performance Measures**

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

**2. Electronic Health Record**

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

**3. Reporting Requirements**

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

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



**FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT  
MASTER AGREEMENT  
Fairfax-Falls Church Community Services Board  
Contract No.P1636. 762**

with the VACSB DMC, but report funding, expenditure, and cost data on these services through CARS); and report service, funding, expenditure, and cost data on any other mental health promotion services through CCS Extract and CARS.

- f. Report data and information required by the current Appropriation Act.
- 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 CARS, CCS, or other software provided by the Department. All reports shall be provided in the form and format prescribed by the Department. The CSB shall provide the following information and meet the following reporting requirements:

- a. types and service capacities of services provided, costs for services provided, and funds received by source and amount and expenses paid by program area and for emergency and ancillary services semi-annually in CARS, and state and federal block grant funds expended by service category with the end-of-the-fiscal year CARS report;
- b. demographic characteristics of individuals receiving services and types and amounts of services provided to each individual monthly through the current CCS;
- c. Federal Balance Report;
- d. PATH reports (mid-year and at the end of the fiscal year);
- e. amounts of state, local, federal, Medicaid, other fees, other funds used to pay for services by service category in each program area and emergency and ancillary services in the end of the fiscal year CARS report; and
- f. other reporting requirements in the current CCS Extract Specifications.

**5. Subsequent Reporting Requirements**

In accordance with State Board Policy 1030, the CSB shall work with the Department through the VACSB DMC to ensure that current data and reporting requirements are consistent with each other and the current Core Services Taxonomy, the current CCS Extract, and the federal substance abuse Treatment Episode Data Set (TEDS) and other federal reporting requirements. The CSB also shall work with the Department through the VACSB DMC in planning and developing any additional reporting or documentation requirements beyond those identified in this contract to ensure that the requirements are consistent with the current taxonomy, the current CCS Extract, and the TEDS and other federal reporting requirements.

**6. Data Elements**

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

**7. Streamlining Reporting Requirements**

The CSB shall work with the Department through the VACSB DMC to review existing reporting requirements including the current CCS Extract to determine if they are still necessary and, if they are, to streamline and reduce the number of portals through which those reporting requirements are submitted as much as possible; to ensure reporting requirements are consistent with the current CCS

**FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT  
MASTER AGREEMENT  
Fairfax-Falls Church Community Services Board  
Contract No.P1636. 762**

Extract Specifications and Core Services Taxonomy; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.

**8. Data Quality**

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

**9. Providing Information**

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

**10. Reviews**

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

**11. Subcontracting**

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

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

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

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

**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

**FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT  
MASTER AGREEMENT  
Fairfax-Falls Church Community Services Board  
Contract No.P1636. 762**

in which the subcontractor will be compensated, including payment time frames. Subcontracts shall not contain provisions that require a subcontractor to make payments or contributions to the CSB as a condition of doing business with the CSB.

**B. Subcontractor Compliance**

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

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

**C. Subcontractor Dispute Resolution**

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

**D. Quality Improvement Activities**

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

**12. Compliance with Laws**

CSB shall comply with all applicable federal, state, and local laws and regulations to include, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the Virginia Health Records Privacy Act, 42 C.F.R. Part 2, the 21st Century Cures Act, and the HITECH Act. If any laws or regulations that become effective after the execution date of this contract substantially change the nature and conditions of this contract, they shall be binding upon the parties, but the parties retain the right to exercise any remedies available to them by law or other provisions of this contract.

**A. HIPAA**

1. The Parties shall comply with HIPAA and the regulations promulgated thereunder by their compliance dates, except where HIPAA requirements and applicable state law or regulations are contrary and state statutes or regulations are more stringent, as defined in 45 CFR § 160.202, than the related HIPAA requirements.
2. The CSB shall execute, in accordance with HIPAA, a Business Associate Agreement (BAA) initiated by and with the Department governing the use, disclosure, and safeguarding of any HIPAA- or 42 CFR

**FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT  
MASTER AGREEMENT  
Fairfax-Falls Church Community Services Board  
Contract No.P1636. 762**

Part 2- protected health information (PHI), personally identifiable information (PII), and other confidential data that it exchanges with the Department and its state facilities that is not covered by Section 10.F.3.a. to ensure the privacy and security of sensitive data. Additionally, the CSB shall enter into BAAs with vendors providing data platform, exchange, or other services/solutions to implement the Performance Contract, including those under contract with DBHDS and the Commonwealth, and DBHDS shall provide such support to the CSB as may be necessary to facilitate the CSB's entering into those agreements.

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.
4. 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.
5. The CSB shall execute a BAA with the Department's authorized business associate for the access of PHI, PII, and other confidential data that the CSB may be required to provide to the Department's business associate to ensure the privacy and security of sensitive data.

**B. Employment Anti-Discrimination**

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

**C. Service Delivery Anti-Discrimination**

1. The CSB shall conform to the applicable provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Virginians with Disabilities Act, the Civil Rights Act of 1991, regulations issued by the U.S. Department of Health and Human Services pursuant thereto, other applicable statutes and regulations, and as further stated below.
2. Services operated or funded by the CSB have been and will continue to be operated in such a manner that no person will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under such services on the grounds of race, religion, color, national origin, age, gender, or disability.
3. The CSB and its direct and contractual services will include these assurances in their services policies and practices and will post suitable notices of these assurances at each of their facilities in areas accessible to individuals receiving services.

**FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT  
MASTER AGREEMENT  
Fairfax-Falls Church Community Services Board  
Contract No.P1636. 762**

4. The CSB will periodically review its operating procedures and practices to ensure continued conformance with applicable statutes, regulations, and orders related to non-discrimination in service delivery.

**D. General State Requirements**

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

**E. Conflict of Interests**

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

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

**F. Freedom of Information**

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

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

**G. Protection of Individuals Receiving Services**

**1. Human Rights**

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

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

**2. Disputes**

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

**H. Licensing**

The CSB shall comply with the *Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services*. The CSB shall establish a system to ensure ongoing compliance with applicable licensing regulations. CSB staff shall provide copies of the results of licensing

**FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT  
MASTER AGREEMENT  
Fairfax-Falls Church Community Services Board  
Contract No.P1636. 762**

reviews, including scheduled reviews, unannounced visits, and complaint investigations, to all members of the CSB board of directors in a timely manner and shall discuss the results at a regularly scheduled board meeting. The CSB shall adhere to any licensing guidance documents published by the Department.

**13. Department Responsibilities**

**A. Program and Service Reviews**

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

**B. State Facility Services**

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

**C. Quality of Care**

The Department in collaboration with the VACSB Data Management and Quality Leadership Committees

**FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT  
MASTER AGREEMENT  
Fairfax-Falls Church Community Services Board  
Contract No.P1636. 762**

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

**D. Department CSB Performance Measures Data Dashboard**

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

**E. Utilization Management**

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

**F. Human Rights**

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

**G. Licensing**

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

**H. Peer Review Process**

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

**I. Electronic Health Record (EHR)**

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

**FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT  
MASTER AGREEMENT  
Fairfax-Falls Church Community Services Board  
Contract No.P1636. 762**

**J. Reviews**

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

**K. Reporting and Data Quality Requirements**

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

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

**L. Community Consumer Submission**

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

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

**M. Data Elements**

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



**FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT  
MASTER AGREEMENT  
Fairfax-Falls Church Community Services Board  
Contract No.P1636. 762**

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

**O. Data Quality**

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

**P. Surveys**

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

**Q. Communication**

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

**R. Department Comments or Recommendations on CSB Operations or Performance**

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

**FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT  
MASTER AGREEMENT  
Fairfax-Falls Church Community Services Board  
Contract No.P1636. 762**

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 Dispute Resolution**

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

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

**A. Disputes**

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

**B. Dispute Resolution Process**

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

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

**FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT  
MASTER AGREEMENT  
Fairfax-Falls Church Community Services Board  
Contract No.P1636. 762**

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

**C. Remediation Process**

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

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

**15. Liability**

**FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT  
MASTER AGREEMENT  
Fairfax-Falls Church Community Services Board  
Contract No.P1636. 762**

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.

**FY2024 AND FY2025 COMMUNITY SERVICES PERFORMANCE CONTRACT  
MASTER AGREEMENT  
Fairfax-Falls Church Community Services Board  
Contract No.P1636. 762**

**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: **Nelson Smith**

Title: Commissioner

Date: \_\_\_\_\_

Fairfax-Falls Church Community Services Board

By: \_\_\_\_\_

Name: Garrett Mcguire

Title: Chairperson

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: **Daryl Washington**

Title: Executive Director

Date: \_\_\_\_\_

**FY 2022 AND FY 2023 COMMUNITY SERVICES PERFORMANCE CONTRACT**

<b>19. Exhibit L: List of Acronyms</b>			
<b>Acronym</b>	<b>Name</b>	<b>Acronym</b>	<b>Name</b>
ACE	Adverse Childhood Experiences	NCI	National Core Indicators
ACT	Assertive Community Treatment (ACT) – Effective 7.1.2021		
BAA	Business Associate Agreement (for HIPAA compliance)	NGRI	Not Guilty by Reason of Insanity
CARS	Community Automated Reporting System	OMS	Office of Management Services
CCS	Community Consumer Submission	PACT	Program of Assertive Community Treatment– Retired as of 7.1.2021, See Assertive Community Treatment (ACT)
CFR	Code of Federal Regulations	PATH	Projects for Assistance in Transition from Homelessness
CIT	Crisis Intervention Team	PHI	Protected Health Information
CPMT	Community Policy and Management Team (CSA)	PII	Personally Identifiable Information
CQI	Continuous Quality Improvement	PSH	Permanent Supportive Housing
CRC	Community Resource Consultant (DD Waivers)	QSR	Quality Service Reviews
CSA	Children’s Services Act (§ 2.2-5200 et seq. of the Code)	RCSU	Residential Crisis Stabilization Unit
CSB	Community Services Board	RDAP	Regional Discharge Assistance Program
DAP	Discharge Assistance Program	REACH	Regional Education Assessment Crisis Services Habilitation
DBHDS	Department	RFP	Request for Proposal
DD	Developmental Disabilities	RMG	Regional Management Group
Department	Department of Behavioral Health and Developmental Services	RST	Regional Support Team (DD Waivers)
DMAS	Department of Medical Assistance Services (Medicaid)	RUMCT	Regional Utilization Management and Consultation Team
DOJ	Department of Justice (U.S.)	SABG	Federal Substance Abuse Block Grant
EBL	Extraordinary Barriers to Discharge List	SDA	Same Day Access
EHR	Electronic Health Record	sFTP	Secure File Transfer Protocol
FTE	Full Time Equivalent	SPF	Strategic Prevention Framework
HIPAA	Health Insurance Portability and Accountability Act of 1996	TDO	Temporary Detention Order
ICC	Intensive Care Coordination (CSA)	VACSB	Virginia Association of Community Services Boards
ICF	Intermediate Care Facility	VIDES	Virginia Individual DD Eligibility Survey
IDAPP	Individualized Discharge Assistance Program Plan	WaMS	Waiver Management System (DD Waivers)
LIPOS	Local Inpatient Purchase of Services	SPQM	Service Process Quality Management

**FY2024 Community Services Performance Contract**

**FY 2024 Exhibit A: Resources and Services**

**Fairfax-Falls Church Community Services Board**

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

<b>Funding Sources</b>	<b>Mental Health (MH) Services</b>	<b>Developmental (DV) Services</b>	<b>Substance Use Disorder (SUD) Services</b>	<b>TOTAL</b>
<b>State Funds</b>	23,523,793	6,755,729	5,223,647	35,503,169
<b>Local Matching Funds</b>	79,153,561	67,899,137	34,142,429	181,195,127
<b>Total Fees</b>	8,384,490	7,580,019	4,929,499	20,894,008
<b>Transfer Fees In/(Out)</b>	0	0	0	0
<b>Federal Funds</b>	2,045,094	0	3,109,324	5,154,418
<b>Other Funds</b>	0	0	0	0
<b>State Retained Earnings</b>	0	0	0	0
<b>Federal Retained Earnings</b>	0		0	0
<b>Other Retained Earnings</b>	0	0	0	0
<b>Subtotal Ongoing Funds</b>	<b>113,106,938</b>	<b>82,234,885</b>	<b>47,404,899</b>	<b>242,746,722</b>
<b>State Funds One-Time</b>	0	0	0	0
<b>Federal Funds One-Time</b>	0		0	0
<b>Subtotal One -Time Funds</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL ALL FUNDS</b>	<b>113,106,938</b>	<b>82,234,885</b>	<b>47,404,899</b>	<b>242,746,722</b>
<b>Cost for MH/DV/SUD Services</b>	<b>91,004,003</b>	<b>67,370,599</b>	<b>33,752,076</b>	<b>192,126,678</b>
<b>Cost for Emergency Services (AP-4)</b>				<b>16,708,687</b>
<b>Cost for Ancillary Services (AP-4)</b>				<b>33,911,357</b>
<b>Total Cost for Services</b>				<b>242,746,722</b>

<b>Local Match Computation</b>	
<b>Total State Funds</b>	35,503,169
<b>Total Local Matching Funds</b>	181,195,127
<b>Total State and Local Funds</b>	216,698,296
<b>Total Local Match % (Local / Total State + Local)</b>	<b>83.62%</b>

<b>CSB Administrative Percentage</b>	
<b>Administrative Expenses</b>	33,812,428
<b>Total Cost for Services</b>	242,746,722
<b>Admin / Total Expenses</b>	<b>13.93%</b>

***FY2024 Community Services Performance Contract  
FY 2024 Exhibit A: Resources and Services  
Fairfax-Falls Church Community Services Board  
Financial Comments***

<b><i>Comment1</i></b>	MH Acute Care \$4,000,000 per Regional worksheet
<b><i>Comment2</i></b>	MH Regional DAP - Per Regional worksheet one time payment of \$376,321 included
<b><i>Comment3</i></b>	MH First Aid & Suicide Prevention - Per Regional worksheet
<b><i>Comment4</i></b>	MH Other Merged Regional Funds includes \$146,694 COLA
<b><i>Comment5</i></b>	Transfer out amounts according to Regional worksheet
<b><i>Comment6</i></b>	
<b><i>Comment7</i></b>	
<b><i>Comment8</i></b>	
<b><i>Comment9</i></b>	
<b><i>Comment10</i></b>	
<b><i>Comment11</i></b>	
<b><i>Comment12</i></b>	
<b><i>Comment13</i></b>	
<b><i>Comment14</i></b>	
<b><i>Comment15</i></b>	
<b><i>Comment16</i></b>	
<b><i>Comment17</i></b>	
<b><i>Comment18</i></b>	
<b><i>Comment19</i></b>	
<b><i>Comment20</i></b>	
<b><i>Comment21</i></b>	
<b><i>Comment22</i></b>	
<b><i>Comment23</i></b>	
<b><i>Comment24</i></b>	
<b><i>Comment25</i></b>	



**FY2024 Community Services Performance Contract**

**FY2024 Exhibit A: Resources and Services**

**Mental Health (MH) Services**

**Fairfax-Falls Church Community Services Board**

<u>Funding Sources</u>	<u>Funds</u>
<u>FEEES</u>	
MH Medicaid Fees	5,628,844
MH Fees: Other	2,755,646
Total MH Fees	<u>8,384,490</u>
MH Transfer Fees In/(Out)	0
Total Net MH Fees	<u>8,384,490</u>
<u>FEDERAL FUNDS</u>	
MH FBG SED Child & Adolescent (93.958)	268,084
MH FBG Young Adult SMI (93.958)	435,314
MH FBG Crisis Services (93.958)	160,000
MH FBG SMI (93.958)	1,014,357
MH FBG Geriatrics (93.958)	0
MH FBG Peer Services (93.958)	0
Total MH FBG Adult Funds	<u>1,174,357</u>
MH Federal PATH (93.150)	167,339
MH Federal COVID Emergency Grant (93.665)	0
MH Federal State & Local Fiscal Recovery Fund (21.027)	0
MH Other Federal - DBHDS	0
MH Other Federal - COVID Support	0
MH Other Federal - CSB	0
Total MH Federal Funds	<u>2,045,094</u>
<u>STATE FUNDS</u>	
<u>Regional Funds</u>	
MH Acute Care (Fiscal Agent)	4,000,000
MH Acute Care - Transfer In/(Out)	-2,014,000
Total Net MH Acute Care - Restricted	<u>1,986,000</u>
MH Regional DAP (Fiscal Agent)	6,491,466
MH Regional DAP - Transfer In/(Out)	-1,943,805
Total Net MH Regional DAP - Restricted	<u>4,547,661</u>
MH Regional Residential DAP - Restricted	0
MH Crisis Stabilization (Fiscal Agent)	847,933
MH Crisis Stabilization - Transfer In/(Out)	-169,590
Total Net MH Crisis Stabilization - Restricted	<u>678,343</u>
MH Transfers from DBHDS Facilities (Fiscal Agent)	0
MH Transfers from DBHDS Facilities - Transfer In/(Out)	0
Total Net MH Transfers from DBHDS Facilities - Restricted	<u>0</u>
MH Expanded Community Capacity (Fiscal Agent)	0
MH Expanded Community Capacity - Transfer In/(Out)	0
Total Net MH Expanded Community Capacity - Restricted	<u>0</u>
MH First Aid and Suicide Prevention (Fiscal Agent)	125,000
MH First Aid and Suicide Prevention - Transfer In/(Out)	-24,000
Total Net MH First Aid and Suicide Prevention - Restricted	<u>101,000</u>

**FY2024 Community Services Performance Contract**

**FY2024 Exhibit A: Resources and Services**

**Mental Health (MH) Services**

**Fairfax-Falls Church Community Services Board**

<u>Funding Sources</u>	<u>Funds</u>
MH STEP-VA Outpatient (Fiscal Agent)	1,104,261
MH STEP-VA Outpatient - Transfer In/(Out)	0
Total Net MH STEP-VA Outpatient - Restricted	<u>1,104,261</u>
MH STEP-VA Crisis (Fiscal Agent)	6,853,878
MH STEP-VA Crisis - Transfer In/(Out)	-5,900,000
Total Net MH STEP-VA Crisis - Restricted	<u>953,878</u>
MH STEP-VA Clinician's Crisis Dispatch (Fiscal Agent)	2,582,204
MH STEP-VA Clinician's Crisis Dispatch - Transfer In/(Out)	0
Total Net MH STEP-VA Clinician's Crisis Dispatch - Restricted	<u>2,582,204</u>
MH STEP-VA Peer Support (Fiscal Agent)	321,185
MH STEP-VA Peer Support - Transfer In/(Out)	0
Total Net MH STEP-VA Peer Support - Restricted	<u>321,185</u>
MH STEP-VA Veterans Services (Fiscal Agent)	273,363
MH STEP-VA Veterans Services - Transfer In/(Out)	0
Total Net MH STEP-VA Veterans Services - Restricted	<u>273,363</u>
MH Step-VA Regional Management (Fiscal Agent)	209,300
MH Step-VA Regional Management - Transfer In/(Out)	0
Total Net MH STEP-VA Regional Management - Restricted	<u>209,300</u>
MH Forensic Discharge Planning (Fiscal Agent)	0
MH Forensic Discharge Planning - Transfer In/(Out)	0
Total Net MH Forensic Discharge Planning - Restricted	<u>0</u>
MH Permanent Supportive Housing (Fiscal Agent)	0
MH Permanent Supportive Housing - Transfer In/(Out)	0
Total Net MH Permanent Supportive Housing - Restricted	<u>0</u>
MH CIT-Assessment Sites	570,709
MH CIT-Assessment Sites - Transfer In/(Out)	0
Total Net MH CIT-Assessment Sites - Restricted	<u>570,709</u>
MH Recovery (Fiscal Agent)	543,192
MH Other Merged Regional Funds (Fiscal Agent)	924,219
MH State Regional Deaf Services (Fiscal Agent)	23,750
MH Total Regional - Transfer In/(Out)	-11,958
Total Net MH Unrestricted Regional State Funds	<u>1,479,203</u>
Total Net MH Regional State Funds	<b>14,807,107</b>
<u>Children State Funds</u>	
MH Child & Adolescent Services Initiative - Restricted	515,529
MH Children's Outpatient Services - Restricted	75,000
MH Juvenile Detention - Restricted	111,724
Total MH Restricted Children's Funds	<u>702,253</u>
MH State Children's Services	0
MH Demo Proj-System of Care (Child)	0
Total MH Unrestricted Children's Funds	<u>0</u>
MH Crisis Response & Child Psychiatry (Fiscal Agent)	0
MH Crisis Response & Child Psychiatry - Transfer In/(Out)	0
Total Net MH Crisis Response & Child Psychiatry - Restricted	<u>0</u>
Total State MH Children's Funds (Restricted for Children)	<b>702,253</b>

*Report Date*      **6/16/2023**

**AF-4**

**FY2024 Community Services Performance Contract**

**FY2024 Exhibit A: Resources and Services**

**Mental Health (MH) Services**

**Fairfax-Falls Church Community Services Board**

<u>Funding Sources</u>	<u>Funds</u>
<u>Other State Funds</u>	
MH Law Reform - Restricted	530,387
MH Pharmacy - Medication Supports - Restricted	1,455,990
MH Jail Diversion Services - Restricted	321,050
MH Rural Jail Diversion - Restricted	0
MH Docket Pilot JMHCP Match - Restricted	125,207
MH Adult Outpatient Competency Restoration Services - Restricted	0
MH Expand Telepsychiatry Capacity - Restricted	3,249
MH PACT - Restricted	900,000
MH PACT - Forensic Enhancement - Restricted	0
MH Gero-Psychiatric Services - Restricted	0
MH STEP-VA SDA, Primary Care Screening and Ancillary Services - Restricted	946,072
MH STEP-VA Psychiatric Rehabilitation Services - Restricted	95,500
MH STEP-VA Care Coordination Services - Restricted	284,201
MH STEP-VA Case Management Services - Restricted	101,962
MH STEP-VA Data Systems and Clinicians Processes - Restricted	0
MH Young Adult SMI - Restricted	572,428
<b>Total MH Restricted Other State Funds</b>	<b>5,336,046</b>
MH State Funds	2,678,387
MH State NGRI Funds	0
MH Geriatrics Services	0
<b>Total MH Unrestricted Other State Funds</b>	<b>2,678,387</b>
<b>Total MH Other State Funds</b>	<b>8,014,433</b>
<b>Total MH State Funds</b>	<b>23,523,793</b>
<u>OTHER FUNDS</u>	
MH Other Funds	0
MH Federal Retained Earnings	0
MH State Retained Earnings	0
MH State Retained Earnings - Regional Programs	0
MH Other Retained Earnings	0
<b>Total MH Other Funds</b>	<b>0</b>
<u>LOCAL MATCHING FUNDS</u>	
MH Local Government Appropriations	79,153,561
MH Philanthropic Cash Contributions	0
MH In-Kind Contributions	0
MH Local Interest Revenue	0
<b>Total MH Local Matching Funds</b>	<b>79,153,561</b>
<b>Total MH Funds</b>	<b>113,106,938</b>
<u>MH ONE-TIME FUNDS</u>	
MH FBG SMI (93.958)	0
MH FBG SED Child & Adolescent (93.958)	0
MH FBG Peer Services (93.958)	0
MH FBG Young Adult SMI (93.958)	0
MH FBG Geriatrics (93.958)	0

*Report Date*      6/16/2023

AF-5

**FY2024 Community Services Performance Contract**

**FY2024 Exhibit A: Resources and Services**

**Mental Health (MH) Services**

**Fairfax-Falls Church Community Services Board**

<b>Funding Sources</b>	<b>Funds</b>
MH FBG Crisis Services (93.538)	0
MH One Time Funds	0
MH One Time Restricted State Funds	0
Total MH One-Time Funds	0
<b>TOTAL MH ALL FUNDS</b>	<b>113,106,938</b>

**FY2024 Community Services Performance Contract**

**FY2024 Exhibit A: Resources and Services**

**Developmental (DV) Services**

**Fairfax-Falls Church Community Services Board**

<b>Funding Sources</b>	<b>Funds</b>
<u>F E E S</u>	
DV Medicaid DD Waiver Fees	7,000,000
DV Other Medicaid Fees	0
DV Medicaid ICF/IDD Fees	0
DV Fees: Other	580,019
Total DV Fees	<u>7,580,019</u>
DV Transfer Fees In/(Out)	0
Total Net DV Fees	<u>7,580,019</u>
<u>F E D E R A L F U N D S</u>	
DV Other Federal - DBHDS	0
DV Other Federal - COVID Support	0
DV Other Federal - CSB	0
Total DV Federal Funds	<u>0</u>
<u>S T A T E F U N D S</u>	
<u>Regional Funds</u>	
DV Crisis Stabilization (Fiscal Agent)	3,449,743
DV Crisis Stabilization - Transfer In/(Out)	0
Total Net DV Crisis Stabilization - Restricted	<u>3,449,743</u>
DV Crisis Stabilization-Children (Fiscal Agent)	2,989,589
DV Crisis Stabilization-Children - Transfer In/(Out)	0
Total Net DV Crisis Stabilization-Children - Restricted	<u>2,989,589</u>
DV Transfers from DBHDS Facilities (Fiscal Agent)	0
DV Transfers from DBHDS Facilities - Transfer In/(Out)	0
Total Net DV Transfers from DBHDS Facilities - Restricted	<u>0</u>
Total Net DV Regional State Funds	<u>6,439,332</u>
DV Trust Fund - Restricted	0
DV Rental Subsidies - Restricted	0
DV Guardianship Funding - Restricted	0
Total DV Restricted State Funds	<u>6,439,332</u>
DV State Funds	316,397
DV OBRA Funds	0
Total DV Unrestricted State Funds	<u>316,397</u>
Total DV State Funds	<u>6,755,729</u>

**Report Date 6/16/2023**

**AF-7**

FY2024 Community Services Performance Contract

FY2024 Exhibit A: Resources and Services

Developmental (DV) Services

Fairfax-Falls Church Community Services Board

Funding Sources	Funds
<hr/>	
<u>OTHER FUNDS</u>	
DV Workshop Sales	0
DV Other Funds	0
DV State Retained Earnings	0
DV State Retained Earnings - Regional Programs	0
DV Other Retained Earnings	0
Total DV Other Funds	<hr/> 0
<u>LOCAL MATCHING FUNDS</u>	
DV Local Government Appropriations	67,899,137
DV Philanthropic Cash Contributions	0
DV In-Kind Contributions	0
DV Local Interest Revenue	0
Total DV Local Matching Funds	<hr/> 67,899,137
Total DV Funds	82,234,885
<u>DV ONE-TIME FUNDS</u>	
DV One-Time State Funds	0
DV One-Time Restricted State Funds	0
Total DV One-Time Funds	<hr/> 0
TOTAL DV ALL FUNDS	82,234,885

**FY2024 Community Services Performance Contract**

**FY2024 Exhibit A: Resources and Services**

**Substance Use Disorder (SUD) Services**

**Fairfax-Falls Church Community Services Board**

<u>Funding Sources</u>	<u>Funds</u>
<b><u>FEES</u></b>	
SUD Medicaid Fees	4,721,364
SUD Fees: Other	208,135
Total SUD Fees	<u>4,929,499</u>
SUD Transfer Fees In/(Out)	0
Total Net SUD Fees	<u>4,929,499</u>
<b><u>FEDERAL FUNDS</u></b>	
SUD FBG Alcohol/Drug Treatment (93.959)	2,142,908
SUD FBG Recovery (93.959)	0
Total SUD FBG Alcohol/Drug Treatment Funds	<u>2,142,908</u>
SUD FBG Women (includes LINK at 6 CSBs) (93.959)	443,444
Total SUD FBG Women Funds	<u>443,444</u>
SUD FBG Prevention (93.959)	522,972
Total SUD FBG Prevention Funds	<u>522,972</u>
SUD Federal COVID Emergency Grant (93.665)	0
SUD Federal SBIRT Youth (93.243)	0
SUD Federal State & Local Fiscal Recovery Fund (21.027)	0
SUD Federal Opioid Response – Recovery (93.788)	0
SUD Federal Opioid Response – Treatment (93.788)	0
SUD Federal Opioid Response – Prevention (93.788)	0
Total SUD Federal Opioid Response Funds (93.788)	<u>0</u>
SUD Other Federal - DBHDS	0
SUD Other Federal - COVID Support	0
SUD Other Federal - CSB	0
Total SUD Federal Funds	<u>3,109,324</u>
<b><u>STATE FUNDS</u></b>	
<b><u>Regional Funds</u></b>	
SUD Facility Reinvestment (Fiscal Agent)	0
SUD Facility Reinvestment - Transfer In/(Out)	0
Total Net SUD Facility Reinvestment - Restricted	<u>0</u>
SUD Transfers from DBHDS Facilities (Fiscal Agent)	0
SUD Transfers from DBHDS Facilities - Transfer In/(Out)	0
Total Net SUD Transfers from DBHDS Facilities - Restricted	<u>0</u>
SUD Community Detoxification (Fiscal Agent)	115,000
SUD Community Detoxification - Transfer In/(Out)	-57,903
Total Net SUD Community Detoxification - Restricted	<u>57,097</u>
SUD STEP-VA (Fiscal Agent)	886,861
SUD STEP-VA - Transfer In/(Out)	0
Total Net SUD STEP-VA - Restricted	<u>886,861</u>
Total Net SUD Regional State Funds	<u>943,958</u>

**Report Date 6/16/2023**

**AF-9**

**FY2024 Community Services Performance Contract**

**FY2024 Exhibit A: Resources and Services**

**Substance Use Disorder (SUD) Services**

**Fairfax-Falls Church Community Services Board**

<u>Funding Sources</u>	<u>Funds</u>
<u>Other State Funds</u>	
SUD Women (includes LINK at 4 CSBs) - Restricted	4,200
SUD MAT - Medically Assisted Treatment - Restricted	130,000
SUD Permanent Supportive Housing Women - Restricted	0
SUD SARPOS - Restricted	148,528
SUD Recovery - Restricted	0
<b>Total SUD Restricted Other State Funds</b>	<b>282,728</b>
SUD State Funds	3,722,543
SUD Region V Residential	0
SUD Jail Services/Juvenile Detention	243,526
SUD HIV/AIDS	30,892
<b>Total SUD Unrestricted Other State Funds</b>	<b>3,996,961</b>
<b>Total SUD Other State Funds</b>	<b>4,279,689</b>
<b>Total SUD State Funds</b>	<b>5,223,647</b>
<u>OTHER FUNDS</u>	
SUD Other Funds	0
SUD Federal Retained Earnings	0
SUD State Retained Earnings	0
SUD State Retained Earnings - Regional Programs	0
SUD Other Retained Earnings	0
<b>Total SUD Other Funds</b>	<b>0</b>
<u>LOCAL MATCHING FUNDS</u>	
SUD Local Government Appropriations	34,142,429
SUD Philanthropic Cash Contributions	0
SUD In-Kind Contributions	0
SUD Local Interest Revenue	0
<b>Total SUD Local Matching Funds</b>	<b>34,142,429</b>
<b>Total SUD Funds</b>	<b>47,404,899</b>
<u>SUD ONE-TIME FUNDS</u>	
SUD FBG Alcohol/Drug Treatment (93.959)	0
SUD FBG Women (includes LINK at 6 CSBs) (93.959)	0
SUD FBG Prevention (93.959)	0
SUD FBG Recovery (93.959)	0
SUD One-Time State Funds	0
SUD One-Time Restricted State Funds	0
<b>Total SUD One-Time Funds</b>	<b>0</b>
<b>TOTAL SUD ALL FUNDS</b>	<b>47,404,899</b>

**Report Date 6/16/2023**

**AF-10**



**FY2024 Community Services Performance Contract**

**FY 2024 Exhibit A: Resources and Services**

**Local Government Tax Appropriations**

**Fairfax-Falls Church Community Services Board**

<b>City/County</b>	<b>Tax Appropriation</b>
Falls Church City	1,123,651
Fairfax City	2,479,063
Fairfax County	177,592,412
<b>Total Local Government Tax Funds:</b>	<b>181,195,126</b>

**FY2024 Community Services Performance Contract**

**FY2024 Exhibit A: Resources and Services**

**Supplemental Information**

**Reconciliation of Projected Resources and Core Services Costs by Program Area**

**Fairfax-Falls Church Community Services Board**

	<b>MH Services</b>	<b>DV Services</b>	<b>SUD Services</b>	<b>Emergency Services</b>	<b>Ancillary Services</b>	<b>Total</b>
<b>Total All Funds (Page AF-1)</b>	113,106,938	82,234,885	47,404,899			242,746,722
<b>Cost for MH, DV, SUD, Emergency, and Ancillary Services</b>	91,004,003	67,370,599	33,752,076	16,708,687	33,911,357	242,746,722
<b>Difference</b>	22,102,935	14,864,286	13,652,823	-16,708,687	-33,911,357	0

**Difference results from**

**Other:**

**Explanation of Other in Table Above:**

**FY2024 And FY2025 Community Services Performance Contract**

**FY2024 Exhibit A: Resources and Services**

**CSB 100 Mental Health Services**

**Fairfax-Falls Church Community Services Board**

**Report for Form 11**

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
250 Acute Psychiatric Inpatient Services	3.86 Beds	110	\$2,662,852
310 Outpatient Services	47.92 FTEs	1700	\$9,863,848
312 Medical Services	47 FTEs	4200	\$17,769,297
350 Assertive Community Treatment	9.9 FTEs	80	\$2,832,945
320 Case Management Services	98 FTEs	3000	\$20,901,900
425 Mental Health Rehabilitation	128 Slots	200	\$2,341,213
465 Group Supported Employment	4 Slots	4	\$48,558
460 Individual Supported Employment	9.6 FTEs	400	\$1,540,252
501 Highly Intensive Residential Services	23 Beds	50	\$3,840,035
510 Residential Crisis Stabilization Services	7 Beds	360	\$7,890,507
521 Intensive Residential Services	16 Beds	16	\$3,182,990
551 Supervised Residential Services	144 Beds	144	\$12,898,424
581 Supportive Residential Services	12.47 FTEs	200	\$3,812,303
610 Prevention Services	1.15 FTEs		\$1,418,879
<b>Totals</b>		<b>10,464</b>	<b>\$91,004,003</b>

Form 11A: Pharmacy Medication Supports	Number of Consumers
803 Total Pharmacy Medication Supports Consumers	2400

**FY2024 And FY2025 Community Services Performance Contract**

**FY2024 Exhibit A: Resources and Services**

**CSB 200 Developmental Services**

**Fairfax-Falls Church Community Services Board**

**Report for Form 21**

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
320 Case Management Services	62.2 FTEs	1600	\$13,525,404
425 Developmental Habilitation	249 Slots	440	\$21,454,871
430 Sheltered Employment	8 Slots	12	\$1,009,417
465 Group Supported Employment	100 Slots	150	\$7,148,672
460 Individual Supported Employment	0 FTEs	160	\$816,782
510 Residential Crisis Stabilization Services	12 Beds	100	\$3,563,751
521 Intensive Residential Services	42 Beds	42	\$14,632,832
551 Supervised Residential Services	51 Beds	51	\$4,919,553
581 Supportive Residential Services	0 FTEs	140	\$299,317
<b>Totals</b>		<b>2,695</b>	<b>\$67,370,599</b>

**FY2024 And FY2025 Community Services Performance Contract**

**FY2024 Exhibit A: Resources and Services**

**CSB 300 Substance Use Disorder Services**

**Fairfax-Falls Church Community Services Board**

**Report for Form 31**

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
250 Acute Substance Use Disorder Inpatient Services	0.6 Beds	40	\$412,136
260 Community-Based Substance Use Disorder Medical Detoxification Inpatient Services	8 Beds	275	\$3,545,628
310 Outpatient Services	1.7 FTEs	75	\$311,390
312 Medical Services	2.2 FTEs	350	\$696,189
313 Intensive Outpatient Services	6.5 FTEs	200	\$1,143,745
335 Medication Assisted Treatment Services	12.1 FTEs	250	\$5,569,643
320 Case Management Services	0.3 FTEs	90	\$76,989
501 Highly Intensive Residential Services (Medically Managed Withdrawal Services)	5 Beds	230	\$2,404,126
510 Residential Crisis Stabilization Services	9 Beds	40	\$1,726,607
521 Intensive Residential Services	66.6 Beds	200	\$13,861,373
551 Supervised Residential Services	33 Beds	60	\$1,866,637
610 Prevention Services	8.6 FTEs		\$2,137,613
<b>Totals</b>		<b>1,810</b>	<b>\$33,752,076</b>

**FY2024 And FY2025 Community Services Performance Contract**

**FY2024 Exhibit A: Resources and Services**

**CSB 400 Emergency and Ancillary Services**

**Fairfax-Falls Church Community Services Board**

**Report for Form 01**

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
100 Emergency Services	48.9 FTEs	6000	\$16,708,687
318 Motivational Treatment Services	3.2 FTEs	700	\$1,305,128
390 Consumer Monitoring Services	53.8 FTEs	6000	\$10,769,762
720 Assessment and Evaluation Services	72.6 FTEs	11000	\$19,537,745
730 Consumer Run Services (No. Individuals Served)			\$2,298,722
<b>Totals</b>		<b>23,700</b>	<b>\$50,620,044</b>

**FY2024 And FY2025 Community Services Performance Contract**

**Table 2: Board Management Salary Costs**

Name of CSB:	FY 2024		FY2024	
Table 2a:	FY 2024	Salary Range	Budgeted Tot.	Tenure
Management Position Title	Beginning	Ending	Salary Cost	(yrs)
Executive Director	\$230,877.64	\$230,877.64	\$230,877.64	5.20

**Table 2: Integrated Behavioral and Primary Health Care Questions**

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

Yes

2. If yes, who is the partner?

- a federally qualified health center  
Name: Neighborhood Health & Herndon Healthworks
- a free clinic  
Name:
- a local health department, or  
Name:
- another organization  
Name:

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

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

4. Where is behavioral health care provided?

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

**EXHIBIT B: FY2024 AND FY2025 COMMUNITY SERVICES BOARD  
CONTINUOUS QUALITY IMPROVEMENT (CQI) PROCESS  
FOR  
BEHAVIORAL HEALTH PERFORMANCE MEASURES**

**Table of Contents**

I. Introduction.....2

II. Benchmarks.....2

III. Technical Assistance.....2

IV. Performance Monitoring.....2

    A. Performance Improvement Plan (PIP).....2

    B. Corrective Action Plan (CAP).....3

V. Performance Measures.....3

    A. Suicide Screening Measure.....3

    B. Same Day Access Measures.....3

    C. SUD Engagement Measure.....3

    D. DLA-20 Measure.....3

VI. Additional Expectations and Elements Being Monitored.....4

    A. Outpatient Primary Care Screening and Monitoring.....4

    B. Outpatient Services.....4

    D. Peer and Family Support Services.....5



**EXHIBIT B: FY2024 AND FY2025 COMMUNITY SERVICES BOARD  
CONTINUOUS QUALITY IMPROVEMENT (CQI) PROCESS  
FOR  
BEHAVIORAL HEALTH PERFORMANCE MEASURES**

**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.

**II. Benchmarks**

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**

**A. Performance Improvement Plan (PIP)**

- (1) In the event the TA does not result in improvement, the Department and the CSB will work collaboratively to 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.
- (2) A PIP will not be entered into until at least 6 months of TA has been provided in order to allow for the review of at least 2 quarters of data. At a minimum, a PIP will include activities to be completed, timelines for completion of each activity, parties responsible for completion of each activity, and goals that are specific, measurable, achievable, relevant, and timebound (SMART).

**EXHIBIT B: FY2024 AND FY2025 COMMUNITY SERVICES BOARD  
CONTINUOUS QUALITY IMPROVEMENT (CQI) PROCESS  
FOR  
BEHAVIORAL HEALTH PERFORMANCE MEASURES**

**B. Corrective Action Plan (CAP)**

In the event PIP implementation does not result in improvement regarding core performance measures pursuant to [Section V](#) of this exhibit; the Department may seek other remedies as outlined in the Compliance and Dispute Resolution Process 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 noncompliance with identified benchmarks for core performance measures outlined in [Section V](#) of this exhibit. The Department may also find it necessary to enter into a CAP with the CSB in circumstances where the severity of the issue(s) is determined to be necessary for a CAP versus a PIP. If the CSB refuses to participate in the TA and/or PIP process, a CAP will be initiated by the Department. If the CSB disagrees with the CAP they shall utilize the Compliance and Dispute Resolution Process 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 VACSB/DBHDS Quality and Outcomes Committees (Q&O) to monitor outcome and performance measures for the CSBs and improve the performance on measures where the CSB falls below the benchmark. These performance measures include:

- A. Suicide Screening Measure:** Percentage of youth (ages 6-17) and adults (age 18 or over) and have a new MH or SUD case open who received a suicide risk assessment completed within 30 days before or 5 days after the case opening.

**Benchmark:** The CSB shall conduct a Columbia Suicide Severity Rating Scale screening for at least 86 percent of individuals with a new MH or SUD case opening.

- B. Same Day Access Measures:** Percentage of individuals who received a SDA assessment and were determined to need a follow-up service who are offered an appointment for a service within 10 business days and attend a scheduled follow-up appointment within 30 calendar days.

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

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

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

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

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

**EXHIBIT B: FY2024 AND FY2025 COMMUNITY SERVICES BOARD  
CONTINUOUS QUALITY IMPROVEMENT (CQI) PROCESS  
FOR  
BEHAVIORAL HEALTH PERFORMANCE MEASURES**

**VI. Additional Expectations and Elements Being Monitored**

The data elements and expectations of this section were put into place prior to the data quality and benchmarking review process as of March 1, 2022 and are active expectations regarding CSB operations and implementation. The process for technical assistance, performance improvement plans, and corrective action plans as described in [Section III](#) and [IV](#) of this exhibit does not apply to this section. The Department in collaboration with the VACSB Data Management, Quality Leadership, and VACSB/DBHDS Quality and Outcomes Committees will monitor outcome and performance measures in this section for relevance with the CQI process and propose revisions as needed.

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

**(1) Primary Care Screening**

- (a) **Measures** - CSB and DBHDS will work together to establish.
- (b) **Benchmark** - CSB and DBHDS will work together to establish.
- (c) **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.
- (d) **Monitoring**- CSB must report the screen completion and monitoring completion in CCS monthly submission to reviewed by the Department.

**B. Outpatient Services**

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

- (a) **Measures** - Expertise in the treatment of trauma related conditions is to be established through training.
- (b) **Benchmark** - 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.
- (c) **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**

- (a) **Measures** - Percentage of CSB direct services staff who receive military cultural competency training
- (b) **Benchmark** – Provided to 100% of CSB staff delivering direct services to the SMVF population within 90 days of hire and every 3 years. Direct services include, but are not limited to, those staff providing crisis, behavioral health outpatient and case management services.

**(2) Presenting for Services**

- (a) **Measures** - Health records in all program areas will contain a valid entry for Military Status demographic variable in CCS.
- (b) **Benchmark** - 90% of individuals will have a valid entry.

**(3) Referral Destination**

- (a) **Measures** – Percentage of SMVF clients served who are given information about referral services to SMVF referral destinations.
- (b) **Benchmark** - 70% of SMVF in CSB services will receive information about services offered by Military Treatment Facilities, Veterans Health Administration facilities, and/or

**EXHIBIT B: FY2024 AND FY2025 COMMUNITY SERVICES BOARD  
CONTINUOUS QUALITY IMPROVEMENT (CQI) PROCESS  
FOR  
BEHAVIORAL HEALTH PERFORMANCE MEASURES**

Virginia Department of Veterans Services; and be supported in being referred at the individual's request.

**(4) Columbia Suicide Severity Rating Scale**

- (a) **Measure** - SMVF individuals in CSB services will be screened for suicide risk at intake (and as needed per agency clinical protocols to monitor risk level) utilizing the Columbia Suicide Severity Rating Scale (C-SSRS) brief screen.
- (b) **Benchmark** - Conducted for 86% of SMVF individuals beginning in FY23 (July 1, 2022).
- (c) **Monitoring** - CSB must report all data through its CCS monthly submission.

**D. Peer and Family Support Services**

**(1) Peer Support Service units (15-minute increments)**

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

**(2) Peer FTEs**

- (a) **Measure:** Total number of Peer Support Service staff offering peer support services in mental health and/or substance use treatment settings.
- (b) **Benchmark:** Year 1 will allow for monitoring and benchmarking.

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

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

**Exhibit C**

**Regional Discharge Assistance Program (RDAP) Requirements (See Exhibit G)**

**Exhibit E: FY2024 AND FY2025 Performance Contract Schedule and Process**

<b>DUE DATE</b>	<b>DESCRIPTION</b>
<b>5-19-23</b>	<p>1. The Office of Fiscal and Grants Management (OFGM) distributes the Letters of Notification to CSBs with of state and federal block grant funds.</p> <p><b>NOTE:</b> <i>This is contingent on the implementation of the fiscal year budget as passed by the General Assembly and signed into law by the Governor. The Code of Virginia allows the Governor to make certain adjustments to the Budget. Changes in Federal legislation, inclement weather and uncertain revenue collections, are just a few examples of events that may require adjustments to the budget in order to maintain the balanced budget as required by Virginia's constitution.</i></p> <p>2. The Department distributes the current fiscal year performance contract software through the Community Automated Reporting System (CARS) to CSBs. CSBs must only provide allocations of state and federal funds or amounts subsequently revised by or negotiated and approved by the Department and have actual appropriated amounts of local matching funds.</p>
<b>06-26-23</b>	<p>1. Exhibit A: CSB must complete Table 2 Board Management and Salary Cost and Integrated Behavioral and Primary Health Care Questions through the CARS application.</p> <p>2. <b>Payments 1 and 2 for July</b> are prepared during June and July, the OFGM prepares the electronic data interchange transfers for the first two semi- monthly payments of state and federal for the CSBs. This will include 1/8<sup>th</sup> of any approved amounts of federal funds that are distributed on a state fiscal year basis. All other federal funds after these disbursements must be invoiced by the CSBs pursuant to the community services performance contract.</p>
<b>07-01-23</b>	<p>1. 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 CSBs.</p> <p>2. Local Match: If the CSB has not met or maintained the minimum 10 percent local matching funds requirement at the end of the previous fiscal year, it must submit a written request for a waiver, pursuant to § 37.2-509 of the Code and State Board Policy 4010 and the Minimum Ten Percent Matching Funds Waiver Request Guidelines sent to the OMS performancecontractsupport@dbhds.virginia.gov email address.</p> <p>3. <b>Payments 3 and 4 for August</b> are prepared for transfers during July and August. If the CSB's CARS report data is not complete the payment(s) may not be released until the complete report is received. Once received the payments will be processed and disbursed with the next scheduled payment.</p>
<b>07-15-23</b>	The Department distributes the end of the fiscal year performance contract report through CARS.
<b>07-28-23</b>	Community Consumer Submission (CCS) extract files for June is due from CSBs.
<b>08-19-23</b>	<p>1. CCS extract files for total (annual) CCS service unit data is CSBs submit their complete. The Department will not accept any other corrections to the end of year CCS report after this date.</p> <p>2. <b>Payments 5 and 6 for September</b> are prepared for transfer during August and September.</p>
<b>08-31-23</b>	<p>3. CSBs send complete end of the fiscal year report through the CARS application.</p> <p>4. The OMS reviews program services sections of the reports for any discrepancies and works with the CSBs to resolves deficiencies.</p> <p>5. OFGM reviews financial portions of reports for any discrepancies and works with CSBs to resolve deficiencies.</p>

**Exhibit E: FY2024 AND FY2025 Performance Contract Schedule and Process**

<b>DUE DATE</b>	<b>DESCRIPTION</b>
<b>9-18-2023</b>	<ol style="list-style-type: none"> <li>1. <b><u>CSBs must resubmit approved revised program and financial reports through the CARS application no later than 09-18-2023. This is the final closeout date. The Department will not accept CARS report corrections after this date.</u></b></li> <li>2. CSBs submits their July CCS monthly extract files for July. <b>This is the initial FY 2024 CCS monthly extract files.</b></li> <li>3. <b>Payments 7 and 8 for October</b> are prepared for transfer in September and October (October payments). Payments may not be released without receipt of a CSB final end of the fiscal year CCS data.</li> </ol>
<b>09-29-23</b>	<ol style="list-style-type: none"> <li>1. All CSB signed performance contracts and applicable Exhibits D are due to the Department for final signature by the Commissioner pursuant to § 37.2-508 of the Code.</li> <li>2.</li> <li>3. <b><u>Inaccurate or no submission of reports from 9-18-2023 and/or unsigned performance contracts will be out of compliance and may result in a one- time, one percent reduction not to exceed \$15,000 of state funds apportioned for CSB administrative expenses.</u></b></li> <li>4. CSBs submit their CCS monthly extract files for August.</li> </ol>
<b>10-03-23</b>	<ol style="list-style-type: none"> <li>1. After the Commissioner signs the contracts, a fully executed copy of the performance contract and applicable Exhibits D will be sent to the CSBs electronically by OMS.</li> <li>2. <b>Payments 9 and 10 during for November</b> are prepared in October and November.</li> </ol>
<b>10-13-23</b>	CSBs submit Federal Balance Reports to the OFGM.
<b>10-31-23</b>	<ol style="list-style-type: none"> <li>1. CSBs submit CCS monthly extract files for September.</li> <li>2. <b>Payments 11 and 12 for December</b> are prepared for transfer during November and December (December payments). Payments may not be released without receipt of September CCS submissions and final Federal Balance Reports.</li> </ol>
<b>11-30-23</b>	CSBs submit their CCS monthly extract files for October.
<b>12-02-23</b>	<ol style="list-style-type: none"> <li>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).</li> <li>2. CSBs submit a copy of CPA audit reports for all contract programs for their last full fiscal year, ending on June 30th, to the OBFR. For programs with different fiscal years, reports are due three months after the end of the year.</li> <li>3. The CSBs shall have a management letter and plan of correction for identified material deficiencies which must be sent with these reports.</li> <li>4. Audit reports for CSBs that are local government departments or are included in local government audits are submitted to the Auditor of Public Accounts (APA) by the local government.</li> <li>5.</li> </ol>
<b>12-29-23</b>	<ol style="list-style-type: none"> <li>1. <b>Payment 13 through 16 for January and February</b> are prepares for transfers during</li> </ol>

**Exhibit E: FY2024 AND FY2025 Performance Contract Schedule and Process**

<b>DUE DATE</b>	<b>DESCRIPTION</b>
	December. 2. CSBs end of the fiscal year performance contract reports not accurate, incomplete, and/or CCS monthly extracts for October that have not been received, payments may not be released. 3. CCS monthly extract files for November is due from CSB.
<b>01-05-24</b>	The release of the mid-year performance contract report CARS software.
<b>01-31-24</b>	CCS monthly extract files for December is due from CSB.
<b>02-16-24</b>	1. CSBs send complete mid-year performance contract reports and a revised Table 1: Board of Directors Membership Characteristics through the CARS application. 2. <b>Payment 17 and 18 for March</b> are prepared for transfer in February. CSBs whose monthly CCS extract for December and CARS reports not received by the end of January, payments may not be released.
<b>02-29-24</b>	CSBs submit their CCS extract files for January. CSBs whose monthly CCS extract files for January were not received by the end of the month, payments may not be released.
<b>03-29-24</b>	1. CSBs submit their CCS extract files for February. 2. <b>Payments 19 and 20 for April</b> are prepared for transfer during March. CSBs whose complete mid-year performance contract reports, payments may not be released. 3. CSB must submit their final, complete and accurate mid-year performance contract reports through CARS.
<b>04-30-24</b>	1. CSBs submit their CCS monthly extract files for March by this date. 2. <b>Payments 21 and 22 for May</b> are prepared for transfer during April. CSBs whose mid-year performance contract reports have not been verified as accurate and internally consistent and the monthly CCS3 extract files for February were not received by the end of the month. Payments may not be released.
<b>05-31-24</b>	1. CSBs submit their CCS monthly extract files for April for CSBs whose monthly CCS extract files for April were received by the end of May. 2. <b><u>If April CCS extract files are not received by May 31st, this may delay or even eliminate payment 24 due to time restrictions on when the Department can send transfers to the Department of Accounts for payment 24.</u></b> 3. <b>Payment 23 and 24 for June</b> are prepared for transfer during May. CSBs whose monthly CCS extract files for March were not received by the end of April, payments may not be released.
<b>06-28-24</b>	CSBs submit their CCS monthly extract files for May.



## **Amendment 1**

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

#### **I. Administrative Performance Requirements**

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

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

## Amendment 1

### Exhibit E: Exhibit E: FY2022 AND FY2023 Performance Contract Schedule and Process

#### I. Administrative Performance Requirements

##### I. Process for Obtaining an Extension of the End-of-the-Fiscal Year CARS Report Due Date

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

##### J. Exhibit A Revision Instructions:

1. Revisions of Exhibit A can only be submitted through the CARS application
2. The CSB may revise Exhibit A of its signed contract only in the following circumstances:
  - a. A new, previously unavailable category or subcategory of services is implemented;
  - b. An existing category or subcategory of services is totally eliminated;
  - c. A new program offering an existing category or subcategory of services is implemented;
  - d. A program offering an existing category or subcategory of services is eliminated;
  - e. New restricted state or federal funds are received to expand an existing service or establish a new one;
  - f. State or federal block grant funds are moved among program (mental health, developmental, or substance use disorder) areas or emergency or ancillary services (an exceptional situation);
  - g. Allocations of state, federal, or local funds change; or
  - h. A major error is discovered in the original contract.

**FY24-25 Community Services Performance Contract  
Exhibit F: Federal Grant Compliance Requirements**

**Table of Contents**

I. Background .....2  
II. Defined Terms.....2  
III. Federal Grant Requirements for DBHDS as the Pass-through Entity .....4  
IV. General Federal Grant Requirements for the Department and CSBs.....5  
V. Federal Grant Specific Requirements .....22  
VI. List of Federal Grants .....36

## **FY24-25 Community Services Performance Contract Exhibit F: Federal Grant Compliance Requirements**

### **I. Background**

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

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

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

### **II. Defined Terms**

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

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

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

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

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

## **FY24-25 Community Services Performance Contract Exhibit F: Federal Grant Compliance 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 \$5,000.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **FY24-25 Community Services Performance Contract Exhibit F: Federal Grant Compliance Requirements**

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

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

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

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

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

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

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

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

**FY24-25 Community Services Performance Contract  
Exhibit F: Federal Grant Compliance Requirements**

8. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;
  9. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;
  10. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
  11. Name of Federal awarding agency, pass-through entity, and contract information for awarding official of the pass-through entity;
  12. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
  13. Identification of whether the award is R&D; and
  14. Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 and § 75.414).
- B.** Comply with all Federal statutes, regulations and the terms and conditions of the Federal award.
- C.** Negotiate with the subrecipient an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient or a de minimis indirect cost rate as defined in § 200.414(f) and § 75.414(f).
- D.** Be responsible for monitoring the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include, but is not limited to the following:
1. Reviewing financial and performance reports required by the pass-through entity.
  2. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
  3. Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521 and § 75.521.
  4. The Department shall evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.
  5. The Department shall verify that every subrecipient is audited as required by subpart F when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501 and § 75.501.
  6. The Department shall consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

**IV. General Federal Grant Requirements for the Department and CSBs**

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

**A. SAMHSA GRANTS**

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

**FY24-25 Community Services Performance Contract  
Exhibit F: Federal Grant Compliance Requirements**

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

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

3. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards:** The NOA issued is subject to the administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75.
4. **Award Expectations:** The eligibility and program requirements originally outlined in the FOA must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as reflected in the FOA and related policy and guidance. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by Substance Abuse and Mental Health Services Administration (SAMHSA). Subrecipient must comply with the Scope of Services of their award.
5. **Flow down of requirements to sub-recipients:** The grantee, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 45 CFR 75.351 – 75.353, Subrecipient monitoring and management.
6. **Risk Assessment:** SAMHSA's Office of Financial Advisory Services (OFAS) may perform an administrative review of the subrecipient organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75 and 2 CFR 200, as applicable. DBHDS reviews and determines the risk associated with its Subrecipient. As part of the risk assessment process, DBHDS may perform an administrative review of the subrecipient's financial management system.
7. **Improper Payments:** Any expenditure by the Subrecipient which is found by auditors, investigators, and other authorized representatives of DBHDS, the Commonwealth of Virginia, the U.S. Department of Health and Human Services, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of the NOA, FOA, or this Exhibit, or involving any fraudulent, deceptive, or misleading representations or activities of the Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by DBHDS for the given program or any other funding agreements between DBHDS and the Subrecipient. This provision shall survive the expiration or termination of the applicable Performance Contract.
8. **Treatment of Property and Equipment:** If the Program permits the Subrecipient or entities that receive funding from the Subrecipient to purchase real property or equipment with grant funds, the Program retains a residual financial interest, enabling the Program to recover the assets or determine final disposition. This will be accomplished on a case-by-case basis, according to the federal grant guidelines applicable to the grant that is funding the service(s) in accordance with 2 CFR 200.33 and 45 CFR 75.2. Equipment is defined in the defined terms section of this Exhibit.
9. **Program Income:** Program income accrued under this grant award must be reported to the Recipient and must be used to further the objectives of the grant project and only for allowable costs.



**FY24-25 Community Services Performance Contract  
Exhibit F: Federal Grant Compliance Requirements**

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

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

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

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

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

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

12. **Accounting Records and Disclosures:** The Subrecipient must maintain records which adequately identify the source and application of funds provided for financially assisted activities, including awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The Subrecipient should expect that the Recipient and SAMHSA may conduct a financial compliance audit and on-site program review of this project as outlined in paragraph (11).
13. **Standards for Documentation of Personnel Expenses:** The Subrecipient shall comply with 2 CFR 200.430 and 45 CFR 75.430 Compensation-Personal Services and 2 CFR 200.431 and 45 CFR 75.431 Compensation-Fringe Benefits as required by the Federal Office of Management and Budget (OMB) Circular 2 CFR 200 (Cost Principles for State, Local and Indian Tribal Government). Per Standards for Documentation of Personnel Expenses 45 CFR 75.430(x)(3) in accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR Part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section (45 CFR 75.430), must also be supported by the appropriate records.

**FY24-25 Community Services Performance Contract**  
**Exhibit F: Federal Grant Compliance Requirements**

14. **Non-Supplant:** Federal award funds must supplement, not replace (supplant) nonfederal funds. Applicants or award recipients and Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.
15. **Unallowable Costs:** All costs incurred prior to the award issue date and costs not consistent with the FOA, 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable.
16. **Executive Pay:** The Consolidated Appropriations Act, 2021 (Public Law 116-260), signed into law on December 27, 2020 restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 2, 2022, the salary limitation for Executive Level II is \$203,700.
17. **Intent to Utilize Funding to Enter into a Procurement/Contractual Relationship:** If the Subrecipient utilizes any of these funds to contract for any goods or services, the Subrecipient must ensure that the resultant contract complies with the terms of Appendix II, 45 C.F.R. 75 which governs the contractual provisions for non-federal entity contracts under federal awards issued by the Department of Health and Human Services.
18. **Ad Hoc Submissions:** Throughout the project period, SAMHSA or DBHDS may require submission of additional information beyond the standard deliverables. This information may include, but is not limited to the following:
  - Payroll
  - Purchase Orders
  - Contract documentation
  - Proof of Project implementation
19. **Conflicts of Interest Policy:** Subrecipient must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:
  - Address conditions under which outside activities, relationships, or financial interest are proper or improper;
  - Provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official;
  - Include a process for notification and review by the responsible official of potential or actual violations of the standards; and
  - Specify the nature of penalties that may be imposed for violations.
20. **Administrative and National Policy Requirements:** Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/recipient/subrecipient must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, or Executive order. In some cases they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.
21. **Marijuana Restriction:** Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. 75.300(a) (requiring HHS to “ensure that Federal funding is expended in full accordance with U.S. statutory requirements.”); 21 U.S.C. § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Agency and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

**FY24-25 Community Services Performance Contract  
Exhibit F: Federal Grant Compliance Requirements**

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 DUNS Requirements:** This award is subject to requirements as set forth in 2 CFR 25.310 Appendix A System of Award Management (SAM) and Data Universal Number System (DUNS) numbers. 2 CFR Part 25 - Appendix A4 SAM and Universal Identifier Requirements. 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 end of the calendar year in which the grant(s) from which funding is received expire. 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:
    1. Must notify potential Subrecipient 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 UEI; and
    2. 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 UEI.
26. **Acknowledgement of Federal Funding in Communications and Contracting:** As required by HHS appropriations acts, all HHS recipients and Subrecipient must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients and Subrecipient are required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.
27. **Acknowledgement of Federal Funding at Conferences and Meetings:** Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that

**FY24-25 Community Services Performance Contract  
Exhibit F: Federal Grant Compliance Requirements**

conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award. The HHS awarding agency may authorize exceptions where appropriate for programs including Indian tribes, children, and the elderly. See also 45 CFR 75.438, 75.456, 75.474, and 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 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31U.S.C. 3321).

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

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

**FY24-25 Community Services Performance Contract  
Exhibit F: Federal Grant Compliance Requirements**

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:
- Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - Procure a commercial sex act during the period of time that the award is in effect; or,
  - Use forced labor in the performance of the award or subawards under the award. The text of the full award term is available at 2 C.F.R. 175.15(b). See <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>

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

The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see: <http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html>

Recipients and Subrecipient of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see-

<http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>

Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at <https://www.hhs.gov/civil-rights/index.html> or call 1-800-368-1019 or TDD 1-800- 537-7697.

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

32. **Executive Order 13410: Promoting Quality and Efficient Health Care:** This Executive Order promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all recipients and Subrecipient that electronically exchange patient level health information to external entities where national standards exist must:
- 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](http://www.healthit.gov) for more information, and
  - Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the

**FY24-25 Community Services Performance Contract**  
**Exhibit F: Federal Grant Compliance Requirements**

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](mailto:Jim.Kretz@samhsa.hhs.gov).

33. **Travel:** Funds used to attend meetings, conferences or implement the activities of this grant must not exceed the lodging rates and per diem for Federal travel and Meal/Incidental expenses provided by the General Services Administration. These rates vary by jurisdiction.
34. **English Language:** All communication between the Pass-Through Agency and the Subrecipient must be in the English language and must utilize the terms of U.S. dollars. Information may be translated into other languages. Where there is inconsistency in meaning between the English language and other languages, the English language meaning shall prevail.
35. **Intangible Property Rights:** Pursuant to 2 CFR 200.315 and 45 CFR 75.322:
- A. Title to intangible property (as defined in the Definitions Section of this Exhibit) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose, and must not encumber the property without approval of the Federal awarding agency (SAMHSA). When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR 200.313(e) and 45 CFR 75.320(e).
  - B. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so.
  - C. The non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401.
  - D. The Federal Government has the right to: 1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal Award; and 2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
  - E. Freedom of Information Act:
    - 1) In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal Government in developing an agency action that has the force and effect of law, the HHS awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the HHS awarding agency obtains the research data solely in response to a FOIA request, the HHS awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the HHS awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
    - 2) Published research findings means when:
      - (i) Research findings are published in a peer-reviewed scientific or technical journal; or
      - (ii) A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. "Used by the Federal Government in developing an agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.
    - 3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: Preliminary analyses, drafts

**FY24-25 Community Services Performance Contract  
Exhibit F: Federal Grant Compliance Requirements**

of scientific papers, plans for future research, peer reviews, or communications with colleagues. This “recorded” material excludes physical objects (e.g., laboratory samples). Research data also do not include:

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

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

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

- 36. **National Historical Preservation Act and Executive Order 13287, Preserve America:** The Subrecipient must comply with this federal legislation and executive order.
- 37. **Welfare-to-Work:** The Subrecipient is encouraged to hire welfare recipients and to provide additional needed training and mentoring as needed.
- 38. **Applicable Laws and Courts:** Awards of federal funds from DBHDS shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Subrecipient shall comply with all applicable federal, state and local laws, rules and regulations.
- 39. **Immigration Reform and Control Act of 1986:** The Subrecipient certifies that the Subrecipient does not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 40. **Construction Purchases:** SAMHSA grant funds may not be used for the purchase or construction of any building or structure to house any part of the program (Applicants may request up to \$5,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project).
- 41. **Residential or Outpatient Treatment:** SAMHSA grant funds may not be used to provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible).
- 42. **Inpatient Services:** SAMHSA grant funds may not be used to provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.
- 43. **Direct Payments to Individuals:** SAMHSA grant funds may not be used to make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services. Note: A recipient or treatment or prevention provider may provide up to \$30 in non-cash incentives to individuals to participate in required data collection follow-up and other treatment or prevention services.
- 44. **Meals:** Meals are allowable so long as they are part of conferences or allowable non-local travel and do not exceed the per diem reimbursement rate allowed for the jurisdiction by the General Services Administration. Grant funds may be used for light snacks, not to exceed \$3.00 per person per day.

**FY24-25 Community Services Performance Contract  
Exhibit F: Federal Grant Compliance Requirements**

45. **Sterile Needles or Syringes:** Funds may not be used to provide sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.
46. **Compliance with Federal Regulations/Statute/Policy:** The Subrecipient agrees to enforce, administer, and comply with any applicable federal regulations, statutes, or policies that are not otherwise mentioned including 2 C.F.R. § 200, 45 C.F.R. § 75, the Health and Human Services Grants Policy Statement, or any other source.

**B. Treasury Grants**

1. **Grant Oversight:** The CSBs and the Department are legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 2 CFR 200.331 - 200.333, Sub-recipient monitoring and management.
2. **Acceptance of the Terms of an Award:** By drawing or otherwise obtaining funds, the Subrecipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the Subrecipient cannot accept the terms, the Subrecipient should notify the Program contact at DBHDS prior to the agreement. Once the agreement is signed by the Subrecipient, the contents are binding on the Subrecipient unless and until modified by a revised agreement signed by DBHDS.
3. **Certification Statement:** By invoicing DBHDS for funds, the Subrecipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and drawdown funds. Recipients of Coronavirus State and Local Recovery Funds, and their subrecipients, must comply with all terms and conditions of their awards, including: (a) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (b) applicable requirements or limitations in appropriations acts; and (c) any requirements specific to the particular award specified in program policy and guidance.
4. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:** The agreement issued is subject to the administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200.
5. **Award Expectations:** The eligibility and program requirements originally outlined in the Federal Guidance issued as a result of the American Rescue Plan Act 2021 must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as determined by DBHDS. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by or amended guidance is provided by the US Department of Treasury and/or Commonwealth of Virginia Department of Planning & Budget. Subrecipients must comply with the Scope of Services of this agreement as outlined in the Performance Contract.



**FY24-25 Community Services Performance Contract**  
**Exhibit F: Federal Grant Compliance Requirements**

6. Flow down of requirements to sub-recipients: The grantee, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with [2 CFR 200.331-332](#) - Subrecipient monitoring and management.
7. Risk Assessment: The responsible federal agency may perform an administrative review of the Subrecipient organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with [2 CFR 200.206](#), as applicable. DBHDS reviews and determines the risk associated with its subrecipients. As part of the risk assessment process, DBHDS may perform an administrative review of the Subrecipient's financial management system.
8. Improper Payments: Any expenditure by the Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of DBHDS, the Commonwealth of Virginia, the U.S. Government Accountability Office or the Comptroller General of the United States, or any other federal agency to be improper, unallowable, in violation of federal or state law or the terms of the this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by DBHDS under this Agreement or any other agreements between DBHDS and the Subrecipient. This provision shall survive the expiration or termination of this Agreement.
9. Limitations on Expenditures: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date of this agreement, or following the end of the Period of Performance. DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are:
  - 1) Reasonable and necessary to carry out the agreed upon Scope of Services in Section III and Attachment C of this Agreement,
  - 2) Documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and
  - 3) Incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.
10. Treatment of Property and Equipment: If the Program permits the Subrecipient or entities that receive funding from the Subrecipient to purchase real property or equipment with grant funds, the Program retains a residual financial interest, enabling the Program to recover the assets or determine final disposition. This will be accomplished on a case-by-case basis, according to the federal guidelines in accordance with [2 CFR 200.313](#).
11. Program Income: Program income accrued under this grant award must be reported to the Recipient and must be used to further the objectives of the grant project and only for allowable costs.
12. Financial Management: The Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this agreement in accordance with all applicable federal and state requirements, including without limitation:
  - a) the Uniform Guidance, 2 C.F.R. Part 200;
  - b) State and Local Fiscal Recovery Funds – Compliance and Reporting Guidance Ver 1.1 dated June 24, 2021
  - c) The Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by DBHDS if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

**FY24-25 Community Services Performance Contract**  
**Exhibit F: Federal Grant Compliance Requirements**

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 \$750,000 or more a year, have a single or program specific financial statement audit conducted for the annual period in compliance with the General Accounting Office audit standards ([2 CFR 200 Subpart F – Audit Requirements](#)).

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

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

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

14. Accounting Records and Disclosures: The Subrecipient must maintain records which adequately identify the source and application of funds provided for financially assisted activities, including awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The Subrecipient should expect that the Primary Recipient or responsible federal agency may conduct a financial compliance audit and on-site program review of this project as outlined in paragraph (11).
15. Standards for Documentation of Personnel Expenses: The Subrecipient shall comply with 2 CFR 200.430 Compensation-Personal Services and 2 CFR 200.431 Compensation-Fringe Benefits as required by the Federal Office of Management and Budget (OMB) Circular 2 CFR 200 (Cost Principles for State, Local and Indian Tribal Government). Per Standards for Documentation of Personnel Expenses [2 CFR 200.430\(i\)](#) in accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR Part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section ([2 CFR 200.430\(i\)\(3\)](#)), must also be supported by records
16. Non-Supplant: Federal award funds must supplement, not replace (supplant) nonfederal funds. Applicants or award recipients and subrecipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.
17. Unallowable Costs: All costs incurred prior to the award issue date and costs not consistent with the allowable activities under the guidance for the Coronavirus State and Local Fiscal Recovery Funds, [31 CFR 35](#), and [2 CFR 200 Subpart E](#) – Cost Principles, are not allowable under this award.

**FY24-25 Community Services Performance Contract**  
**Exhibit F: Federal Grant Compliance Requirements**

18. Executive Pay: The Consolidated Appropriations Act, 2021 (Public Law 116-260), signed into law on December 27, 2020 restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 2, 2022, the salary limitation for Executive Level II is \$203,700.
19. Intent to Utilize Funding to Enter into a Procurement/Contractual Relationship: If the Subrecipient utilizes any of these funds to contract for any goods or services, the Subrecipient must ensure that the resultant contract complies with the terms of [Appendix II, 2 CFR 200](#) which governs the contractual provisions for non-federal entity contracts under federal awards issued by the US Department of Treasury.
20. Ad Hoc Submissions: Throughout the project period, the responsible federal agency or DBHDS may determine that a grant or Subrecipient Funding Agreement requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to the following:
- Payroll
  - Purchase Orders
  - Contract documentation
  - Proof of Project implementation
21. Conflicts of Interest Policy: Subrecipients must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:
- Address conditions under which outside activities, relationships, or financial interest are proper or improper;
  - Provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official;
  - Include a process for notification and review by the responsible official of potential or actual violations of the standards; and
  - Specify the nature of penalties that may be imposed for violations.
22. Administrative and National Policy Requirements: Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/recipient/subrecipient must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, or Executive order. In some cases they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.
23. Marijuana Restriction: Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., [2 C.F.R. 200.300\(a\)](#) (requiring HHS to “ensure that Federal funding is expended in full accordance with U.S. statutory requirements.”); 21 U.S.C. § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Agency and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is

**FY24-25 Community Services Performance Contract  
Exhibit F: Federal Grant Compliance Requirements**

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 Suprecipient that the Subrecipient maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
26. Promotional Items: Pursuant to [2 CFR 200.421\(e\)](#), Federal funding awarded under Coronavirus State and Local Recovery Funds may not be used for Promotional Items. Promotional items include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.
27. SAM and UEI Requirements: This award is subject to requirements as set forth in [2 CFR 25](#) - Universal Identifier And System For Award Management. This includes the following:
  - A. Requirement for SAM: Unless exempted from this requirement under [2 CFR 25.110](#), the Subrecipient must maintain its information in SAM, until the final financial report required under this agreement or receive the final payment, whichever is later. The information must be reviewed and updated at least annually after the initial registration, and more frequently if required by changes in the information or the addition of another award term.
  - B. Requirement for Unique Entity Identifier (UEI) if you are authorized to make subawards under this award, you: Must notify potential subrecipients that no governmental organization, foreign public entity, domestic or foreign nonprofit organization, or Federal agency serving as a subrecipient may receive a subaward unless the entity has provided its unique entity identifier; and
28. 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.
29. 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.

**FY24-25 Community Services Performance Contract  
Exhibit F: Federal Grant Compliance Requirements**

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.

30. 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.
31. 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\(b\)](#).
32. 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](#).

33. 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,



## **FY24-25 Community Services Performance Contract Exhibit F: Federal Grant Compliance Requirements**

in whole or in part, through this agreement/contract. Please consult [www.healthit.gov](http://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](mailto:Jim.Kretz@samhsa.hhs.gov).

34. 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.
35. 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.
36. Intangible Property Rights Pursuant to 2 CFR 200.315:
- A. Title to intangible property (as defined in the Definitions Section of this Agreement) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose, and must not encumber the property without approval of the Federal awarding agency (SAMHSA). When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR 200.313(e).
- B. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so.
- C. The non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401.
- D. The Federal Government has the right to: 1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal Award; and 2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
37. 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.

**FY24-25 Community Services Performance Contract**  
**Exhibit F: Federal Grant Compliance Requirements**

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

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

38. National Historical Preservation Act and Executive Order 13287, Preserve America: The Subrecipient must comply with this federal legislation and executive order.
39. Welfare-to-Work: The Subrecipient is encouraged to hire welfare recipients and to provide additional needed training and mentoring as needed.
40. 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.
41. 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.
42. 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).
43. 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.
44. 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.
45. 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.

**FY24-25 Community Services Performance Contract  
Exhibit F: Federal Grant Compliance Requirements**

**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.

**A. SAMHSA GRANTS**

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

Pursuant to the Notice of Award received by DBHDS and the Funding Opportunity Announcement (TI-22-005) 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 data waiver or any type of professional training development.
  - iv. Procure DATA waiver training. This training is offered free of charge by SAMHSA at [pcssnow.org](http://pcssnow.org).
- 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.
    - b) 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 75<sup>th</sup> 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:



**FY24-25 Community Services Performance Contract  
Exhibit F: Federal Grant Compliance Requirements**

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  
Dillon.Gannon@dbhds.virginia.gov  
Christine.Kemp@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.

**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 unless it has been determined, in accordance with the guidelines issued by the Secretary of Health and Human Services, that such treatment is a medical necessity for the individual involved and that the individual cannot be effectively treated in a community-based, non-hospital, residential program of treatment;
  - ii. To make cash payments to intended recipients of health services;

**FY24-25 Community Services Performance Contract**  
**Exhibit F: Federal Grant Compliance Requirements**

- 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 carry out any program that provides 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. (42 US Code § 300x-31(a))
- b. **Grant Guidelines:**
- i. In the case of an individual for whom grant funds are expended to provide inpatient hospital services, as outlined above (A.a.), the Subrecipient shall not incur costs that are in excess of the comparable daily rate provided for community-based, non-hospital, residential programs of treatment for substance abuse (42 US Code § 300x-31(b)(2)).
  - ii. No entity receiving SAPTBG funding may participate in any form of discrimination on the basis of age as defined under the Age Discrimination Act of 1975 (42 US Code § 6101), on the basis of handicap as defined under section 504 of the Rehabilitation Act of 1973 (29 US Code § 794), on the basis of sex as defined under Title IX of the Education Amendments of 1972 (20 US Code § 1681) or on the basis of race, color, or national origin as defined under Title VI of the Civil Rights Act of 1964 (42 US Code § 2000) (42 US Code § 300x-57(a)(1)).
  - iii. No person shall on the ground of sex, or on the ground of religion, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available under section 300x or 300x-21 of title 42 US Code (42 US Code § 300x-57(a)(2)).
  - iv. The Subrecipient agrees to comply with the provisions of the Hatch Act (5 US Code § 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
  - v. The Subrecipient will comply, as applicable with the provisions of the Davis-Bacon Act (40 US Code § 276(a) – 276(a)-7), the Copeland Act (40 US Code § 276(c) and 18 US Code § 874), and the Contract Work Hours and Safety Standards Act (40 US Code § 327-333), regarding labor standards for federally assisted construction subagreements.
  - vi. 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.
  - vii. 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;

**FY24-25 Community Services Performance Contract  
Exhibit F: Federal Grant Compliance Requirements**

- d) All others
- viii. 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, Permanent supported housing, Recovery housing, Therapeutic mentoring, Traditional healing services); Recovery Supports (including Peer Support, Recovery Support Coaching, Recovery Support Center Services, Supports for Self Directed Care); and Other Habilitative Supports (including Respite; Supported Education; Transportation; Assisted living services; Recreational services; Trained behavioral health interpreters; Interactive communication technology devices); Intensive Support Services (including Substance abuse intensive outpatient; Partial hospital; Assertive Community Treatment; 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.

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:

**FY24-25 Community Services Performance Contract  
Exhibit F: Federal Grant Compliance Requirements**

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  
Ramona.Howell@dbhds.virginia.gov  
Dillon.Gannon@dbhds.virginia.gov  
Christine.Kemp@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)).

**FY24-25 Community Services Performance Contract  
Exhibit F: Federal Grant Compliance Requirements**

2. No person shall on the ground of sex, or on the ground of religion, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available under section 300x or 300x-21 of title 42 US Code (42 US Code § 300x-57(a)(2)).
  3. The Subrecipient must provide the services through appropriate, qualified community programs, which may include community mental health centers, child mental-health programs, psychosocial rehabilitation programs, mental health peer-support programs, and mental-health primary consumer-directed programs. Services may be provided through community mental health centers only if the centers provide: 1) Services principally to individuals residing in a defined geographic area (hereafter referred to as a “service area”); 2) Outpatient services, including specialized outpatient services for children with a Serious Emotional Disturbance (SED), the elderly, individuals with a Serious Mental Illness (SMI), and residents of the service areas of the center who have been discharged from inpatient treatment at a mental health facility; 3) 24-hour-a-day emergency care services; 4) Day treatment or other partial hospitalization services, or psychosocial rehabilitation services; 5) Screening for patients being considered for admission to state mental health facilities to determine the appropriateness of such admission; 6) Services within the limits of the capacities of the centers, to any individual residing or employed in the service area of the center regardless of ability to pay; and 7) Services that are accessible promptly, as appropriate, and in a manner which preserves human dignity and assures continuity of high quality care (42 US Code § 300x-2(c)).
  4. The Subrecipient agrees to comply with the provisions of the Hatch Act (5 US Code § 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
  5. The Subrecipient will comply, as applicable with the provisions of the Davis-Bacon Act (40 US Code § 276(a) – 276(a)-7), the Copeland Act (40 US Code § 276(c) and 18 US Code § 874), and the Contract Work Hours and Safety Standards Act (40 US Code § 327-333), regarding labor standards for federally assisted construction subagreements.
  6. 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.
  7. 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

**FY24-25 Community Services Performance Contract  
Exhibit F: Federal Grant Compliance Requirements**

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  
Dillon.Gannon@dbhds.virginia.gov  
Christine.Kemp@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.

**4. Projects for Assistance in Transition from Homelessness (PATH)**

Pursuant to the Notice of Award received by DBHDS, Funding Opportunity Announcement (SM-21-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)).

**FY24-25 Community Services Performance Contract  
Exhibit F: Federal Grant Compliance Requirements**

4. For lease arrangements in association with the proposed project utilizing PATH funds beyond the project period nor may the portion of the space leased with PATH funds be used for purposes not supported by the grant.
- b. **Grant Guidelines:**
  1. All funds shall be used for the purpose of providing the following:
    - a) Outreach services;
    - 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 use disorder programs, and other sites where homeless individuals require services;
    - g) Case management services including:
      - i. Preparing a plan for the provision of community mental health services to the eligible homeless individual involved and reviewing such plan not less than once every three months;
      - ii. Providing assistance in obtaining and coordinating social and maintenance services for the eligible homeless individuals, including services relating to daily living activities, personal financial planning, transportation services, and habilitation and rehabilitation services, prevocational and vocational services, and housing services;
      - iii. Providing assistance to the eligible homeless individual in obtaining income support services, including housing assistance, supplemental nutrition assistance program benefits, and supplemental security income benefits;
      - iv. Referring the eligible homeless individual for such other services as may be appropriate; and
      - v. Providing representative payee services in accordance with section 1631(a)(2) of the Social Security Act (42 U.S. Code § 1383(a)(2)) if the eligible homeless individual is receiving aid under Title XVI of such act (42 U.S. Code § 1381 et seq.) and if the applicant is designated by the Secretary to provide such services;
      - vi. Supportive and supervisory services in residential settings;
      - vii. Referrals for primary health services, job training, educational services, and relevant housing services;
      - viii. 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;
        - xv. Other appropriate services as determined by the Secretary of Health and Human Services (42 U.S. Code § 290cc-22(b)).
    2. All funds shall only be utilized for providing the services outlined above to individuals who:
      - a) Are suffering from a serious mental illness; or
      - b) Are suffering from a serious mental illness and from a substance use disorder; and
      - c) Are homeless or at imminent risk of becoming homeless (42 U.S. Code § 290cc-22(a)).
    3. Funding may not be allocated to an entity that:
      - a) Has a policy of excluding individuals from mental health services due to the existence or suspicion of a substance use disorder; or
      - b) Has a policy of excluding individuals from substance use disorder services due to the existence or suspicion of mental illness (42 U.S. Code § 290cc-22(e)).

**FY24-25 Community Services Performance Contract  
Exhibit F: Federal Grant Compliance Requirements**

4. Match amounts agreed to with DBHDS may be:
    - i. Cash;
    - ii. In-kind contributions, that are fairly evaluated, including plant, equipment, or services.
    - iii. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the Federal Government, shall not be included in determining the amount of match (42 U.S. Code § 290cc-23(b)).
  5. Subrecipient may not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S. Code § 6101 et seq.), on the basis of handicap under section 504 of the Rehabilitation Act of 1973 (29 U.S. Code § 794), on the basis of sex under Title IX of the Education Amendments of 1972 (20 U.S. Code § 1681 et seq.), or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964 (42 U.S. Code § 2000d et seq.)(42 U.S. Code § 290cc-33(a)(1)).
  6. The Subrecipient shall not exclude from participation in, deny benefits to, or discriminate against any individuals that are otherwise eligible to participate in any program or activity funded from the PATH grant (42 U.S. Code § 290cc-33(a)(2)).
- c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or following one year after the end of the appropriate Award Period provided in section IV.

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

- 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 365 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 365 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 395<sup>th</sup> 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



**FY24-25 Community Services Performance Contract  
Exhibit F: Federal Grant Compliance Requirements**

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  
Dillon.Gannon@dbhds.virginia.gov  
Christine.Kemp@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.

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

Pursuant to the Notice of Award #1H79TI084066-01 (NOA) received by DBHDS and the Funding Opportunity Announcement (FOA) ([TI-21-008](#)) associated with the FY 2021 Screening, Brief Intervention and Referral to Treatment Grant, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

- a. **Restrictions on Expenditures: Screening Brief Intervention and Referral to Treatment Grant** funds may not be used for any of the following purposes: None for this grant.
- b. **Grant Guidelines:**
  1. Funds shall be used to fund services and practices that have a demonstrated evidence-base, and that are appropriate for the population(s) of focus. An evidence-based practice refers to approaches to prevention or treatment that are validated by some form of documented research evidence.
  2. All patients must be screened for substance use. Such screening will be conducted by the Subrecipient or subcontractors of Subrecipient ("Subcontractors"). The Subrecipient or Subcontractors are also encouraged to screen for risk of suicide as well. If a patient screens positive for drug misuse, the Subrecipient or Subcontractors' staff will conduct a brief assessment to ascertain specific type(s) of drug(s) used, consumption level, and impact on functions of daily living to best determine level of severity and refer patients to specialty providers who can determine which specific type of treatment is needed. Subrecipients and Subcontractors with robust mental health services available must screen and assess clients for the presence of co-occurring serious mental illness and SUD and use the information obtained from the screening and assessment to develop appropriate treatment approaches for the persons identified as having such co-occurring disorders. In their interventions with children,

**FY24-25 Community Services Performance Contract  
Exhibit F: Federal Grant Compliance Requirements**

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 (GPR) Modernization Act of 2010. Recipients are required to submit data via SAMHSA's Performance Accountability and Reporting System (SPARS); and access will be provided upon notification of award.
- c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or following 40 days after the end of the Award Period included in section IV.

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

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

Any funds remaining unexpended and unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any funds distributed to the Subrecipient by the pass-through entity that remain unexpended by 40 days after the end of the Period of Performance shall be returned to DBHDS. The Subrecipient will send these funds to DBHDS by no later than the end of the 75<sup>th</sup> 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:

**FY24-25 Community Services Performance Contract  
Exhibit F: Federal Grant Compliance Requirements**

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  
Dillon.Gannon@dbhds.virginia.gov  
Christine.Kemp@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.

**6. Emergency Grants to Address Mental and Substance Use Disorders during COVID-19 (MH & SUD Federal COVID Emergency Grant)**

Pursuant to the Notice of Award received by DBHDS and the Funding Opportunity Announcement (FG-20-006) associated with the MH and SUD Emergency COVID-19 Grant, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

- a. **Restrictions on Expenditures:** MH and SUD Emergency COVID-19 Grant funds may not be used for any of the following purposes:
  1. Construction or major alterations and renovations.  
Subrecipient
- b. **Grant Guidelines:**
  1. Subrecipient funds are to be used primarily to support direct treatment services for individuals impacted by COVID-19.
  2. The purchase of PPE is an allowable cost and can only be provided for staff working directly on the grant. The purchase of PPE for clients is not an allowable cost.
  3. The purchase of equipment or supplies (e.g., pre-paid minutes, cell phones, Hot spots, iPad tablets, etc.) for clients is not an allowable cost.
- 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 appropriate Award Period included in section IV.

**FY24-25 Community Services Performance Contract  
Exhibit F: Federal Grant Compliance Requirements**

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

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

Any funds remaining unexpended and unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any funds distributed to the Subrecipient by the pass-through entity that remain unexpended by 40 days after the end of the Period of Performance shall be returned to DBHDS. The Subrecipient will send these funds to DBHDS by no later than the end of the 75<sup>th</sup> 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

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  
Dillon.Gannon@dbhds.virginia.gov  
Christine.Kemp@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

## **FY24-25 Community Services Performance Contract Exhibit F: Federal Grant Compliance Requirements**

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.

### **A. Treasury Grants**

1. **State and Local Fiscal Recover Fund Grant:** Pursuant to the [Interim Final Rule issued by US Department of Treasury](#) pertaining to Coronavirus State and Local Recovery Funds, [SLFRF Compliance and Reporting Guidance Ver 2.1 dated November 15, 2021](#), and [31 CFR 35\(A\)](#), the following are requirements of the funding distributed to the Subrecipient:

- a. **Restrictions on Expenditures:** State and Local Fiscal Recovery Fund Grant funds may not be used to:

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

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

- b. **Expenditure Guidelines:**

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

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

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

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

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

**FY24-25 Community Services Performance Contract  
Exhibit F: Federal Grant Compliance Requirements**

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

Dillon.Gannon@dbhds.virginia.gov

Christine.Kemp@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.

**VI. List of Federal Grants**

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

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

Table of Contents

- 1. Purpose ..... 3
- 2. Notification of Award..... 3
- 3. Billing And Payment Terms and Conditions..... 3
- 4. Use of Funds..... 3
- 5. Limitations on Reimbursements..... 3
- 6. Performance Outcome Measures..... 3
- 7. Reporting Requirements..... 3
- 8. Monitoring, Review, and Audit..... 3
- 9. Technical Assistance ..... 4
- 10. Other Terms and Conditions ..... 4
- 11. Federal Funded Program Services..... 4
  - 11.1 Children’s Mental Health Block Grant ..... 4
  - 11.2 Assertive Community Treatment (ACT) Program Services ..... 5
  - 11.3 Project Link Program ..... 6
  - 11.4 State Opioid Response Program Services (SOR) ..... 7
  - 11.5 Regional Suicide Prevention Initiative..... 9
  - 11.6 Supplemental Substance Abuse Block Grant Funded Program Services - (Prevention and Treatment) ..... 10
  - 11.7 Substance Abuse Block Grant (SABG) Prevention Set Aside Services, CAA Supplemental ..... 11
- 12. State Funded Program Services..... 14
  - 12.1 Auxiliary Grant in Supportive Housing Program (AGSH)..... 14
  - 12.2 Children’s Mental Health Initiative (MHI) Funds ..... 15
  - 12.3 Permanent Supportive Housing (PSH)..... 17
  - 12.4 Forensic Services..... 18
  - 12.5 Gambling Prevention..... 20
  - 12.6 Mental Health Services in Juvenile Detention Centers ..... 21
- 13. Other Program Services..... 23
  - 13.1 Mental Health Crisis Response and Child Psychiatry Funding –Regional Program Services  
Children’s Residential Crisis Stabilization Units (CRCSU) ..... 23
    - 1. Children’s Residential Crisis Stabilization Unit..... 23
    - 2. Child Psychiatry and Children’s Crisis Response Funding ..... 27
  - 13.2 System Transformation of Excellence and Performance (STEP – VA)..... 28
    - 1. Outpatient Services..... 29
    - 2. Primary Care Screening and Monitoring..... 30
    - 3. Same Day Access (SDA)..... 30

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

4.	Service Members, Veterans, and Families (SMVF).....	31
13.3.	Case Management Services Training.....	31
13.4.	Developmental Case Management Services Organization.....	31
13.5.	Regional Programs .....	31
14.	CSB Code Mandated Services.....	33



**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

**1. Purpose**

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

**2. Notification of Award**

For program services under this Exhibit, the Department’s Fiscal Services and Grants Management Office (the “FSGMO”) 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. The notice will provide applicable federal and state grant specific information such as: award amounts, period of performance, reconciliation and close out.

**3. Billing And Payment Terms and Conditions**

CSB shall comply with Section 9 of the performance contract.

**4. Use of Funds**

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

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

**5. Limitations on Reimbursements**

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

**6. Performance Outcome Measures**

CSB shall meet the standard performance outcome measures as set forth in collaboration with the Department.

**7. Reporting Requirements**

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

**8. Monitoring, Review, and Audit**

The Department may monitor and review 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 to the CSB.

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

**9. Technical Assistance**

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

**10. Other Terms and Conditions**

CSB shall comply with established Continuous Quality Improvement (CQI) Process and CSB Performance Measures set forth in Exhibit B and any other requirements that may be established in an Exhibit D that may be associated with the program services as described herein.

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

**11. 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.

**11.1 Children’s Mental Health Block Grant**

**Scope of Services and Deliverables**

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

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

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

1. The CSB shall use the funds 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.

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

## **11.2. 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 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 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).
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.

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

4. The CSB shall assist Department staff as requested with any case-level utilization review activities, making records of individuals receiving ACT services available and providing access to individuals receiving ACT services for interviews.
5. CSB ACT staff shall participate in ACT network meetings with other ACT teams as requested by the Department.
6. ACT staff shall participate in technical assistance provided through the Department and shall obtain individual team-level training and technical assistance at least quarterly for the first two years of operation from recognized experts approved by the Department.

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

1. The Department shall monitor ACT implementation progress through monthly reports submitted to the Department's Office of Adult Community Behavioral Health by the CSB.
2. The Department shall monitor through ACT fidelity monitoring using the Tool for Measurement of Assertive Community Treatment (TMACT).
3. The Department shall track adherence to the ACT model and determine annual ACT performance outcomes from teams through their participation in the administration of the most current ACT fidelity assessment.
4. The Department shall provide the data collection and additional reporting database, submission due dates, and reporting protocols to the CSB.

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

### **11.3. Project Link Program**

#### **Scope of Services and Deliverables**

Project LINK has proven to be an asset to the community it serves by connecting women with substance use to targeted services and treatment, specific to women. Each Project LINK program is responsible for advisory meetings with agencies in their catchment, to integrate and coordinate additional service needs, and provide education to providers in the community around substance use disorders and women. The program is a catapult to an array of service and providers that include, but not limited to, behavioral health, physical health, medication assisted treatment and coordination of treatment options for children.

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

1. The CSB shall work collaboratively with the DBHDS Office of Adult Community Behavioral Health Services Women's Services Coordinator to fulfill the Substance Abuse Block Grant (SABG) set aside requirement.
2. Submit reports by established deadlines.

**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
2. Communicate in a timely manner about changes to the program and funding allocations
3. Quarterly meetings with each site and Women's Services Coordinator(s)

**C. Reporting Requirements:** Reporting will follow the current reporting mechanism and timeframe of Project LINK as set forth in the Project LINK quarterly Survey Monkey reporting provided by the Department.

Submission of a programmatic quarterly report are due by the following dates:

**FY 2024-2025 Community Services Performance Contract  
Exhibit G: Community Services Boards Master Programs Services Requirements**

1 <sup>st</sup> Report	April 30th
2nd Report	
3rd Report	October 30th
4th Report	

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

**A. 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.

1. **The CSB Responsibilities:** The CSB agrees to comply with the following requirements.
  - a. The CSB shall work collaboratively with the DBHDS Office of Behavioral Health Wellness (OBHW) team 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.
  - b. 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).
  - c. 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.
2. **The Department Responsibilities:** The Department agrees to comply with the following requirements.
  - a. The Department shall adhere to SOR II grant guidelines established by the Substance Abuse and Mental Health Services Administration (SAMHSA), including reporting on statewide and CSB-specific data, accomplishments, and challenges.
  - b. The Department’s Behavioral Health Wellness Consultant/ACEs Lead shall maintain regular monthly communication with the CSB and monitor SOR ACEs Project performance.
  - c. 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.

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

- d. The Department will provide a budget template for annual budget submission.

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

**Scope of Services and Deliverables**

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

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

**C. SOR - Treatment and Recovery Services**

**Scope of Services and Deliverables**

Develop and provide opioid misuse prevention, treatment, and recovery support services for the purposes of addressing the opioid and stimulant misuse and overdose crisis. Implement service delivery models that enable the full spectrum of treatment and recovery support services facilitating positive treatment outcomes. Implement community recovery support services such as peer supports, recovery coaches, and recovery housing. Grantees must ensure that recovery housing is supported in an appropriate and legitimate facility. Implement prevention and education services including; training of healthcare professionals on the assessment and treatment of Opioid Use Disorder (OUD), peers and first responders on recognition of opioid overdose and appropriate use of the opioid overdose antidote, naloxone, develop evidence-based community prevention efforts including evidence-based strategic messaging on the consequence of opioid misuse, purchase and distribute naloxone and train on its use. Provide assistance with treatment costs and develop other strategies to eliminate or reduce treatment costs for uninsured or underinsured individuals. Provide treatment transition and coverage for individuals reentering communities from criminal justice settings or other rehabilitative settings. Address barriers to receiving medication assisted treatment (MAT) Support innovative telehealth strategies in rural and underserved areas to increase the capacity of communities to support OUD prevention, treatment, and recovery.

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

- A. **The CSB Responsibilities:** The CSB agrees to comply with the following requirements.
  - 1. The CSB shall comply with the Department’s approved budget plan for services.
  - 2. The CSB may employ SA MAT treatment personnel and recovery personnel
  - 3. The CSB may provide treatment and recovery services to include: drug/medical supplies, drug screens, lab work, medical services, residential treatment, childcare services, client transportation, contingency management, recruitment services and treatment materials, employment resources, recovery wellness planning resources, harm reduction materials.
  - 4. The CSB shall provide temporary housing supports in VARR certified houses, when necessary
  - 5. The CSB shall collect GPRA data for each person receiving services at intake, discharge, and 6-month time points. This data must be submitted to OMNI Institute within five business days of survey completion.
  - 6. All of the aforementioned GPRA reporting must be submitted to OMNI Institute within five business days of survey completion.
  - 7. CSB receiving treatment or recovery funding under the SOR grant must complete a treatment or recovery Quarterly Survey every quarter of the grant.
  - 8. The aforementioned Quarterly Survey must be submitted to OMNI Institute within two weeks of request by OMNI Institute.
- B. **The Department Responsibilities:** The Department agrees to comply with the following requirements.
  - 1. The Department shall be responsible for submitting required reporting to SAMHSA in accordance with the SOR Notice of Award.
  - 2. The Department shall conduct physical and/or virtual site visits on an annual basis, or more frequently, if necessary. Each site visit will be documented in a written report submitted to the Director of Adult Community Behavioral Health.
  - 3. The SOR team will provide quarterly reports to internal and external stakeholders.
- C. **Reporting Requirements:** The CSB shall submit the Quarterly Treatment and Recovery Reporting Surveys through the online survey link that will be provided by OMNI Institute each quarter. All surveys must be submitted no later than the following dates:

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

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

**11.5. Regional Suicide Prevention Initiative**

**Scope of Services and Deliverables**

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

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

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 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 semi-annual report to the Department by **April 15<sup>th</sup>** and its annual report on **September 30<sup>th</sup>**.
3. Each region shall provide semi-annual report and annual report submitted by the Regional Suicide Prevention Initiative Lead CSB to the Suicide Prevention Coordinator.

**11.6. 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 Abuse Prevention and Treatment (SAPT) Block Grant funding.



**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

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, 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 collect performance and outcome data to determine the ongoing effectiveness of behavioral health promotion, treatment, and recovery support services. SABG 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. Any treatment services provided with SABG funds must follow treatment preferences established in 45 CFR 96.131(a):

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

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

- A. The CSB Responsibilities:** The CSB agrees to comply with the following requirements
1. The CSB shall prioritize SAPT priority populations including individuals who do not have insurance, pregnant women and women with dependent children, and people who inject drugs
  2. The CSB shall follow all other federal requirements pursuant to Exhibit F.
- B. The Department Responsibilities:** The CSB agrees to comply with the following requirements. The Department shall monitor uses of these supplemental funds in the same manner it monitors uses of SAPT treatment and recovery base funding, including SAMHSA measures and on-site or virtual reviews. These funds will be monitored as part of existing review processes.

#### **11.7. Substance Abuse Block Grant (SABG) Prevention Set Aside Services, CAA Supplemental**

##### **Scope of Services and Deliverables**

The SABG Prevention Set Aside CAA Supplemental 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 and guided by the Strategic Prevention Framework (SPF) planning model.

Institute of Medicine (IOM) and Center for Substance Abuse Prevention (CSAP) Six (6) Strategies. The CSB shall use the IOM model to identify target populations based on levels of risk: universal, selective, and indicated. The CSB shall utilize the CSAPs 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.

The SABG Prevention Set Aside CAA Supplemental funds may be used to implement and expand the CSB logic models which support both local and state priorities as identified below and through the CSB approved logic model and already submitted plan.

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

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

- A. The CSB Responsibilities:** The CSB agrees to comply with the following requirements.
- 1. General Capacity Requirements**
    - a. Each CSB must complete an evaluation plan which is revised and approved annually and includes:
      - i. A logic model which includes all of the required priority strategies all CSB must implement and any discretionary strategies the CSB has elected to implement.
      - ii. A measurement plan documenting how all required metrics will be tracked and reported.
    - b. All prevention programs, practices, and strategies must be evidence-based and approved by the DBHDS OBHW team. Only strategies that align with the state-identified priorities and/or the CSB's logic model outcomes will be approved.
    - c. Each CSB must maintain a license 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 SABG Prevention Set Aside utilizing DBHDS' template.
    - g. Within that budget, allocate specific resources for Marijuana prevention capacity building, planning and implementation in the amount of \$45,000.
  - 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 2 ACEs master trainers in their catchment area at all times.
    - b. All CSBs must conduct at least 12 ACEs trainings annually.
    - 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. Maintain an ACEs self-healing community advisory committee made up of a cross-section of community partners, meets at least quarterly, reviews the Self-Healing Communities logic model and provides ongoing feedback and recommendations on how to best achieve the logic model goals. Create a logic model specific to the ACEs work that is planned and implemented in the community.
      - ii. Submit a quarterly report on all ACEs strategies and measures.
      - iii. Engage in a local Trauma-Informed Community Network (TICN) or other trauma-centered coalition
  - 4. Community Coalition Development**

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

- a. The CSB shall 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 activities and messaging (Facebook page, Instagram, website, etc.) Websites should be updated monthly at a minimum and social media bi-weekly to ensure information and resources remain relevant and engages the community.
  - e. Every 2 years, each CSB must complete a coalition readiness assessment and an assessment of representation in the coalition of the following 12 sectors: youth; parents; businesses; media; school; youth-serving organizations; law enforcement; religious/fraternal organizations; civic and volunteer organizations; healthcare professionals; state, local and tribal governments; and other organizations involved in reducing illicit substance use.
- 5. MH/Suicide Prevention Trainings**
- a. The CSB shall work with the regional MH/suicide prevention team to provide a regionally developed suicide prevention plan using the Strategic Prevention Framework model.
  - b. The plan developed by the team shall identify suicide prevention policies and strategies. Strategies should be determined using the most current data and there should be strategies in the plan that are for the community as a whole as well as strategies that target subpopulations with the highest rates of suicide. The plan should also identify the CSB's marketing plan to ensure community groups (schools, faith groups, businesses, etc.) and community members are aware of the mental health and suicide prevention trainings the CSB is providing.
  - c. Each MHFA trainer must provide a minimum of 3 Youth and/or Adult MHFA trainings annually.
  - d. The CSB should ensure a minimum of 45 community participants are trained annually in MHFA (across all MHFA trainers at the CSB; there is no minimum number of trainees for each certified trainer).
  - e. In addition to the required MHFA trainings, a minimum of 3 suicide prevention trainings per trainer must be provided annually. These 3 trainings may be a combination of any of the approved trainings below:
    - i. ASIST
    - ii. safeTALK
    - iii. QPR
  - f. Every year, each CSB will be required to submit a mid-year (April) and end-of-year (September) report which should contain details on trainings implemented, including the number of different groups and community members participating in the trainings.
- 6. Lock & Talk**
- a. CSBs participating in the Lock and Talk Initiative shall develop an implementation plan that best meets the needs of their respective communities (including strategies to address target populations.)
  - b. At a minimum the CSB is expected to implement components 1 & 2 below, and strongly encouraged to implement the Gun Shop Project and/or partner with their medical community (pharmacies, medical practices) if the Gun Shop Project is not an appropriate fit for their community.
  - c. Lock and Talk Components:
    - i. Media Campaign Materials (bus ads, posters, billboards, PSA, etc.)
    - ii. Medication Lock Box/Cable Lock/Trigger Lock Distribution at Events 3) "Gun Shop Project"
- B. The Department Responsibilities:** The Department agrees to comply with the following requirements.

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services 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 within 2 weeks of service delivery.

## 12. 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.

### 12.1. Auxiliary Grant in Supportive Housing Program (AGSH)

#### Scope of Services and Deliverables

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

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

1. For each individual served by the provider under this agreement, the provider shall ensure the following basic services:
  - a. the development of an individualized supportive housing service plan ("ISP");
  - b. access to skills training;
  - c. assistance with accessing available community-based services and supports;
  - d. initial identification and ongoing review of the level of care needs; and
  - e. ongoing monitoring of services described in the individual's ISP.
2. Assist AGSH recipients with securing and maintaining lease-based rental housing. This residential setting shall be the least restrictive and most integrated setting practicable for the individual that:
  - a. complies with federal habitability standards;
  - b. provides cooking and bathroom facilities in each unit;
  - c. affords dignity and privacy to the individual; and
  - d. includes rights of tenancy pursuant to the Virginia Residential Landlord and Tenant Act (§55-248.2 et seq.).
  - e. provides rental levels that leave sufficient funds for other necessary living expenses, and

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

- 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. Maintain an AGSH census of at least 45 individuals. The provider is expected to be full census within 12 months of operation and to maintain census of no less than 90% thereafter.
  4. Request approval, in writing, of DBHDS for an AGSH recipient to live with a roommate freely chosen by the individual.
  5. Adhere to all components of the AGSH Provider Operating Guidance.
  6. Licensing/Certification Requirements:
    - a. The CSB shall maintain all relevant DBHDS licenses in good standing. Provide documentation of licensure status for relevant services to the Department for Aging and Rehabilitative Services (DARS) at initial certification and annually thereafter.
    - b. The CBS shall maintain annual certification with DARS in accordance with §51.5-160 Section D.
- B. The Department Responsibilities:**
1. DBHDS or its designee shall conduct annual inspections to determine whether the provider is in compliance with the requirements of this agreement. DBHDS will provide 30 days written notice for routine annual inspections. DBHDS may also conduct inspections at any time without notice.
  2. DBHDS will work with the Provider to develop and implement AGSH data reporting requirements including data elements, formats, timelines and reporting deadlines.
  3. Pursuant to §37.2-421.1 Section C., DBHDS may revoke this agreement if it determines that the provider has violated the terms of the agreement or any federal or state law or regulation.
- C. Reporting Requirements:** The CSB shall collect and report recipient level identifying information and outcome data at least quarterly no later than the 10th day following the end of the month (i.e., October 15th, January 15th, April 15th, and July 15th) and provide to DBHDS as requested.

## **12.2. Children’s Mental Health Initiative (MHI) Funds**

### **Scope of Services and Deliverables**

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

These services have the purpose of keeping children in their homes and communities and preserving families whenever possible.

- A. The CSB Responsibilities:** The CSB agrees to comply with the following requirements.
1. MHI funds must be used exclusively to serve currently unserved children and adolescents or provide additional services to underserved children and adolescents with serious emotional disturbances, at risk for serious emotional disturbance, and/or with co-occurring disorders with priority placed on those children who, absent services, are at-risk for removal from the home due to placement by a local department of social services, admission to a congregate care facility or acute care psychiatric hospital or crisis stabilization facility, commitment to the Department of Juvenile Justice, or parental custody relinquishment. These funds shall be used exclusively for children and adolescents, not mandated for services under the Children's

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

- 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 reported through the CCC3 by using Consumer Designation Code 915 code.
  5. MHI funds should not be used when another payer source is available.
  6. Services must be based on the individual needs of the child or adolescent and must be included in an individualized services plan. Services must be child-centered, family focused, and community-based. The participation of families is integral in the planning of these services.
  7. CSBs must develop policies and procedures for accessing MHI funds for appropriate children and adolescents
  8. The CSBs shall develop a Mental Health Initiative funding plan in collaboration with the local Family and Assessment Planning Teams and/or Community Policy and Management Team. The funding plan shall be approved by the Community Policy and Management Teams of the localities. The CSB should seek input and guidance in the formulation of the protocol from other FAPT and CPMT member agencies. A copy of the plan shall be kept on file at the CSB.
    - a. The MHI Fund Protocol shall at minimum:
      - i. Clearly articulate the target population to be served within the serious emotional disturbance, at risk for serious emotional disturbance, and/or with co-occurring disorders, non-CSA mandated population;
      - ii. Establish defined protocols and procedures for accessing services, ensuring that all key stakeholder agencies have a method to link into services;
      - iii. Clearly articulate the kinds or types of services to be provided; and
      - iv. Provide for a mechanism for regular review and reporting of MHI expenditures.
  9. CSBs must follow the DBHDS Core Services Taxonomy categories and subcategories in providing, contracting for, and reporting these services.
    - a. 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.
    - b. 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.
    - c. 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.

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

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

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

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

**C. Reporting Requirements:**

1. All expenditures shall be linked to an individualized service plan for an individual child and reported through the CCC3 by using Consumer Designation Code 915 code. Expenditures may be for something that is needed by more than one child, providing it can be linked to the individualized service plan of each child.
2. The CSB shall provide data reports as required in CCS 3 and finance reports on the funds provided by the Department. This information will be reported through the CCS3 by using Consumer Designation Code 915 code.
3. The CSB may carry-forward a balance in the MHI fund during the biennium in which the funds were distributed. If the CSB has a balance of 10% or greater, of the current allocation, at the end of the biennium, the CSB shall work with the OCFS to develop a plan to spend the end of the biennium balance. If the CSB is unable to spend the carry-forward balance within an agreed upon timeframe and, continues to have a carry-forward balance greater than 10%, DBHDS may pause payments of the current allocation.

**12.3. Permanent Supportive Housing (PSH)**

**Scope of Services and Deliverables**

**A. The CSB Responsibilities:** If the CSB receives state mental health funds for PSH for adults with serious mental illness, 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 including, but not limited to, the activities listed below:
5. Work with DBHDS to ensure a process is in place to assist the selected applicants to submit approvable applications to the management agent
6. Consider applicants to be referred based on DBHDS defined eligibility and local prioritization

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

7. Assist approved individuals to apply for units as they become available, ensuring that the DBHDS Target Population Verification Letter is provided to the property
  8. Secure appropriate release(s) of information from the prospective tenant allowing exchange of necessary information regarding the applicant
  9. With the permission of the individual, discuss issues related to securing and maintaining tenancy with the management agent (specific clinical information is not to be shared) and any third party tenancy support provider
  10. Work with tenants and owners to support tenant long term stability in PSH units and resolve issues as they arise
  11. Where applicable, provide eligible client assistance and rental assistance as outlined in the DBHDS Program Operating Manual – Ensure all aspects of rental assistance administration are delivered – Execute a Landlord Agreement as described in the Virginia Department of Behavioral Health and Developmental Services Permanent Supportive Housing Program Operating Manual.
  12. Where applicable, assist individual with applying for project-based subsidy
  13. Provide regular updates to the OCH to ensure tracking is up-to-date
  14. Participate in meetings, when convened by the OCH, with the management agent that allows sharing up-to-date contact information for all staff and the most recent roster of tenants under leasing preference residing in the applicable property
  15. 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.
  16. Participate in PSH training and technical assistance in coordination with the Community Housing and any designated training and technical assistance providers.
  17. 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 in its information system and CCS Extract monthly extracts.

Submit implementation status reports for PSH within 45 days after the end of the quarter for the first three quarters and within 60 days of the end of the fiscal year to the Department. Submit data about individuals following guidance provided by the Office of Community Housing and using the tools, platforms, and data transmission requirements provided by the Department.

Establish mechanisms to ensure the timely and accurate collection and transmission of data. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow it to comply with them.

#### **12.4. Forensic Services**

##### **Scope Services and Deliverables**

- A. The CSB Responsibilities:** the CSB shall comply with the following requirements.
1. The CSB shall designate appropriate staff to the roles of Forensic Admissions Coordinator, Adult Outpatient Restoration Coordinator, and NGRl 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.



**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

2. Forensic evaluations and treatment shall be performed on an outpatient basis unless the results of an outpatient evaluation indicate that hospitalization is necessary. The CSB shall consult with 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, need for a secure environment, and other relevant factors.
3. Upon receipt of a court order for forensic evaluation, the CSB shall provide or arrange for the provision of forensic evaluations required by local courts in the community in accordance with State Board Policy 1041.
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.
5. Upon receipt of a court order pursuant to § 16.1-357, the CSB shall provide or arrange for the provision of services to restore a juvenile to competency to stand trial through the Department's statewide contract.
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 local or regional jail, juvenile detention center (when a juvenile is being tried as an adult), other location in the community where the individual is currently located, or in another location suitable for the delivery of the restoration services when determined to be appropriate. These services shall include treatment and restoration services, emergency services, assessment services, the provision of medications and medication management services, and other services that may be needed by the individual in order to restore him to competency and to prevent his admission to a state hospital for these services.
7. Upon written notification from a DBHDS facility that an individual has been hospitalized pursuant to § 19.2-169.1 (competency evaluation), § 19.2-169.2 (competency restoration), § 19.2-169.3 (unrestorably incompetent), § 19.2-169.5 & 168.1 (mental status at the time of the offense evaluation), or § 19.2-169.6 (emergency treatment from jail), the CSB shall provide discharge planning in accordance with the provisions of the *Collaborative Discharge Requirements for Community Services Boards and State Hospitals: Adult & Geriatric*, and to the greatest extent possible provide or arrange for the provision of services to the individual after discharge, to prevent his readmission to a state hospital for these services.
8. 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 provisions of the *Collaborative Discharge Requirements for Community Services Boards and State Hospitals: Adult & Geriatric*.
9. 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. This includes submission of written reports to the court on the person's progress and adjustment in the community, to be submitted no less frequently than every six months from the date of release to a locality served by the CSB. The CSB will 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. The CSB is responsible for providing the Office of Forensic Services copies of any written correspondence and court orders issued for NGRI acquittees in the community.

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

- B. Reporting Requirements:** The CSB shall supply information to the Department’s Forensics Information Management System for individuals adjudicated not guilty by reason of insanity (NGRI), as required under § 37.2-508 or § 37.2-608 of the Code and as permitted under 45 CFR §§ 164.506 (c) (1) and (3), 164.512 (d), and 164.512 (k) (6) (ii).

**12.5. Gambling Prevention**

**Scope of Service and Deliverable**

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

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

- A. The CSB Responsibilities:** The CSB agrees to comply with the following requirements.
1. The CSB shall provide a proposed budget.
  2. These funds shall be used only for the implementation of the Problem Gambling Prevention Services described herein. Funding may be used to hire or maintain staff working on problem gambling prevention (PGP), provide stipends, travel related to PGP services, incentives for data collection, promotion/awareness items, and membership and attendance to organizations whose mission includes the mitigation of gambling problems.
  3. Participate in surveys by coordinating collection of data 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 and will ensure a minimum of two (2) different strategies to prevent problem gambling will be included in your CSB logic model. This may include:
    - a. Information dissemination;
    - b. Education;
    - c. Alternative strategies;
    - d. Environmental
    - e. Community-Based Process; and/or
    - f. Problem Identification and Referral
  5. The CSB shall continue to build capacity in their CSB by assigning at least one person to oversee the problem gambling prevention work and share information about problem gambling with their communities. This includes attending and participating in all OBHW sponsored problem gambling trainings and webinars
  6. The CSB may either hire or maintain a current at least a part time staff person, add hours on to a current part time position in the organization, or adjust a current employees workload to allow for time to lead and ensure compliance and implementation of all problem gambling prevention activities.
  7. Any restricted state Problem Gambling 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.

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

- 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 at least two weeks lead time prior to report deadlines by DBHDS in partnership with OMNI Institute federal reporting contractor.
  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 and Support Fund as restricted problem gambling prevention State funds, reporting expenditures of those funds separately in its quarterly reports.

Submit a quarterly report on problem gambling prevention activities to the DBHDS/OBHW Problem Gambling Prevention Coordinator (due by the 15th of October, January, April, and July).

## **12.6. 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)

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

2. The CSB shall provide discharge planning for community based services for youth with identified behavioral health and/or substance use issues who return to the community.
3. The CSB shall document provided mental health and substance use services while a youth is in detention in the CSBs electronic health record (EHR).
4. The CSB shall have a Memorandum of Understanding (MOU), a Memorandum of Agreement (MOA), or contract with the juvenile detention center in which the CSB provides services. The MOU, MOA, or contract shall outline the roles and responsibilities of each entity, outline a plan for continued services if there is a vacancy, a dispute resolution process as well as outline a plan for regular communication between the CSB and Juvenile Detention Center. MOU/MOA and contracts shall be reviewed bi-annually.
5. The CSB shall notify the Office of Child and Family Services of any significant staffing changes or vacancies that cannot be filled within 90 days.

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

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

**C. Reporting Requirements:**

1. The CSB shall account for and report the receipt and expenditure of these restricted funds separately.
2. The CSB shall adhere to the current Core Services Taxonomy descriptions and classifications of services. This information will be reported through the CCS by using Consumer Designation Code 916 code assigned each youth receiving services. When the youth is no longer receiving services in the juvenile detention center, the 916 Consumer Designation Code will be closed out.
3. The CSB biennially, shall provide a copy of a signed MOU/MOA or contract to the Department.

## **12.7 State Regional Discharge Assistance Program (RDAP)**

### **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 in accordance with Services Taxonomy.
4. On behalf of the CSBs in the region, the regional manager funded by the Department and employed by a participating CSB shall submit mid-year and end of the fiscal year reports to the Department in a format developed by the Department in consultation with regional managers that separately displays the total actual year-to-date expenditures of state RDAP funds for ongoing IDAPPs and for one-time IDAPPs and the amounts of obligated but unspent state RDAP funds.

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

5. If CSBs in the region cannot obligate at least 95 percent and expend at least 90 percent of the total annual ongoing state RDAP fund allocations on a regional basis by the end of the fiscal year, the Department may work with the RMG and participating CSBs to transfer state RDAP funds to other regions to reduce EBLs to the greatest extent possible, unless the CSBs through the regional manager provide acceptable explanations for greater amounts of unexpended or unobligated state RDAP funds. This does not include one-time allocations to support ongoing DAP plans for multiple years.

**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.

- C. Reporting Requirements:** On behalf of the CSBs in a region, the regional manager shall continue submitting the quarterly summary of IDAPPs to the Department in a format developed by the Department in consultation with regional managers that displays year-to-date information about ongoing and one-time IDAPPs, including data about each individual receiving DAP services, the amounts of state RDAP funds approved for each IDAPP, the total number of IDAPPs that have been implemented, and the projected total net state RDAP funds obligated for these IDAPPs.

### 13. 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,

**13.1. 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 Article 1 of Part IV in Chapter 105 Rules and Regulations for Licensing Providers by The Department of Behavioral Health and Developmental Services.

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

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 18<sup>th</sup> 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.
  3. The CRCSU shall develop well-defined written policies and procedures for reviewing requests for admission. The CRCSU will maintain written documentation of all requests and denials that include clinical information that could be used for inclusion or exclusion criteria. Admission denials must be reviewed by the LMHP or CSU Director within 72 hours of the denial decision.
  4. The CSU shall agree to the following exclusionary criteria:
    - i. The individual's psychiatric condition is of such severity that it can only be safely treated in an inpatient setting due to violent aggression or other anticipated need for physical restraint, seclusion or other involuntary control
      - a. This may include: Individuals demonstrating evidence of active suicidal behavior. Individuals with current violent felony charges pending. Individuals demonstrating evidence of current assaultive or violent behavior that poses a risk to peers in the program or CRCSU staff. Individuals demonstrating sexually inappropriate behavior, such as sexually touching another child who is significantly older or younger that is not considered developmentally normal, within the last 12 months. Individuals with repetitive fire starter within the last 12 months.
    - ii. The individual's medical condition is such that it can only be safely treated in a medical hospital as deemed by a physician
      - a. This may include individuals deemed to have medical needs that exceed the capacity of the program.
    - iii. The individual does not voluntarily consent to admission with the exception of temporary detention orders pursuant to §37.2-800 et. seq. and §16.1-335 et seq. of the Code of Virginia
      - a. This may include individuals that are unable or unwilling to participate in the programmatic requirements to ensure safety of staff and residents of the program. Individuals unable or unwilling to participate with the goals set out in individualized service plan (ISP). Individuals who demonstrate or report inability to function in a group setting without causing significant disruption to others and are not able to participate in alternative programming
    - iv. The individual can be safely maintained and effectively participate in a less intensive level of care

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

- a. This may include individuals whose needs can be better met through other services such as; individuals with a primary diagnosis of substance use disorder with current active use, individuals with ID/DD diagnosis better served by REACH programming.
    - v. The request for service authorization is being pursued to address a primary issue of housing need, including individuals who were in some form of housing placement prior to admission to the RCSU 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.
    - vii. Individuals admitted to the CRCSU should be at risk of serious emotional disturbance or seriously emotionally disturbed. The criteria for determining this is included in the current taxonomy.
  5. The CRCSU shall accept and admit at least 60% of referrals made.
  6. The CRCSU shall develop well-defined written policies and procedures for accepting step-downs from the Commonwealth Center for Children and Adolescents.
  7. The CRCSU will follow discharge planning requirements as cited in the DBHDS licensing regulations (12VAC35-105-693).
  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
- c. Programming**
  1. The CRCSU will have a well-defined written schedule of clinical programming that covers at least eight (8) hours of services per day (exclusive of meals and breaks), seven (7) days a week. Programming will be trauma informed, appropriate for individuals receiving crisis services, and whenever possible will incorporate evidence-based and best practices.
  2. Programming must be flexible in content and in mode of delivery in order to meet the needs of individuals in the unit at any point in time.
  3. The CRCSU will maintain appropriate program coverage at all times. The unit will have a written transition staffing plan(s) for changes in capacity.
  4. The CRCSU manager, director, or designee shall implement a review process to evaluate both current and closed records for completeness, accuracy, and timeliness of entries. (12VAC35-105- 920)
  5. Programming will contain a mix of services to include but not limited to: clinical, psycho educational, psychosocial, relaxation, and physical health.
  6. Alternate programming must be available for individuals unable to participate in the scheduled programming due to their emotional or behavioral dysregulation.
  7. The CRCSU manager, director, or designee shall outline how each service offers a structured program of individualized interventions and care designed to meet the individuals' physical and emotional needs; provide protection, guidance and supervision; and meets the objectives of any required individualized services plan. The CRCSU will provide scheduled recreational to include but not limited to: art, music, pet therapy, exercise, and yoga, acupuncture, etc.
- d. Resources:**
  1. The CRCSU will develop a well-defined written process for building collaborative relationships with private and state facilities, emergency services staff, CSB clinical staff, schools, Family and Assessment Planning Teams (FAPT) and local emergency departments in their catchment area. Ideally, these collaborative relationships will facilitate the flow of referrals to the CRCSU for diversion and step down from a hospital setting and to transition an individual from a CRCSU to a higher level of care. This process will be documented in the CRCSUs policies and procedures.

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

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
    3. The CRCSU will be responsible for the uploading of bed registry data metrics into the Crisis Data Platform as per the DBHDS Bed Registry Standards.
    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 65% averaged over a year and submit to DBHDS annually, Crisis Services Coordinator with ongoing revisions as needed. DBHDS will review utilization data annually and make adjustments to utilization targets up to 75% required capacity.
    6. The CRCSU will develop a written plan to ensure the CRCSUs remain open, accessible, and available at all times as an integral part of DBHDSs community-based crisis services.
    7. The CRCSU will develop a written plan to accept individuals accepting step-downs from Commonwealth Center for Children and Adolescents.
    8. The CSB shall meet the reporting requirements required in Section 7. Reporting Requirements and Data Quality of the FY 2022 and FY 2023 Community Services Performance Contract. This includes reporting requirements for both CARS and CCS.
- 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 Quality Improvement Plans (QIP) after Technical Assistance has been provided and a CRCSU continues to not meet established benchmarks and goals. The purpose of the QIP 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 QIPs. There may be times where an issue is so severe that a CAP would be necessary where there was not a QIP in place, but this would be under extenuating circumstances.
  4. The Department shall conduct annual monitoring reviews on the procedures outlined above.
  5. The Department shall determine need for site visits based on monitoring that the CRCSU is not accomplishing its mission or meeting its goals as described in this document. The CRCSU will construct a corrective action plan for units not meeting their goals and collaborate with the CRCSU to implement the plan.
  6. The Department shall monitor data to ensure data submitted through reports meets the expectations as outlined in this document and in the CRCSU written plans.
  7. The Department shall schedule quarterly meetings with the CRCSU points of contact.
- C. Reporting Requirements for Children’s Residential Crisis Stabilization Unit**



**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

1. Annually submit as part of the yearly programmatic monitoring a plan to DBHDS to streamline the admission process to allow for 24 hours a day, 7 day a week admissions.
2. The CRCSU will document in EHR all required elements for service and CCS.
3. Monthly CRCSU will provide additional data points as requested to DBHDS Office of Child and Family Services, no later than the 15<sup>th</sup> of the month following the reporting month.
4. Providing data, as per the provided DBHDS standardized spreadsheet, for the CRCSU on a monthly basis until such time this request is discontinued upon full operation of the retrieval of data from the Crisis Data Platform;
5. Uploading of bed registry data metrics into the Crisis Data Platform 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 Funding**

### **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 or regional programs 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.

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 Child and Family Services about any changes to the services allocation.

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

3. The CSB may charge an administrative cost in accordance with the role the CSB is serving for the region. The amount of funding that may be retained by the Regional Fiscal Agent for Administrative Costs is as follows:
  - a. If the Regional Fiscal Agent is only passing the funding through to another CSB or service entity and is not entering into a contract or managing the program for which the funds are intended, the Regional Fiscal Agent may retain up to 2.5% of the allocation amount for Administrative Costs.
  - b. If the Regional Fiscal Agent is entering into a subcontract with another entity which will allow the third party to administer the service or program, the Regional Fiscal Agent may retain up to 5% of the allocation for Administrative Costs.
  - c. If the Regional Fiscal Agent is directly administering the program or service for which the funds are intended, the Regional Fiscal Agent may retain up to 10% of the allocation for Administrative Costs.
4. The Regional Fiscal Agent shall receive monthly Child Psychiatry reports from each CSB which include: the hours of service provided by the child psychiatrist, the number of children served, and consultation hours with other health providers. This shall occur when the Regional Fiscal Agent is passing the funding to another CSB within the region to manage the responsibility of providing psychiatric services.
5. The Regional Fiscal Agent shall provide the executed MOU, MOA, or contract with each CSB to the Department's Office of Child and Family 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 Child and Family 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 adhere to the current Core Services Taxonomy descriptions and classifications of services.
3. The CSB shall provide a copy of a signed MOU/MOA to the Department.
4. The CSB should notify the department of staffing issues for these programs, such as a reduction in staffing or an extended vacancy.
5. The CSB may carry-forward a balance in the Child Psychiatry and Children's Crisis Response Fund during the biennium in which the funds were distributed. If the CSB has a balance of 10% or greater, of the current allocation, at the end of the biennium, the CSB shall work with the OCFS to develop a plan to spend the end of the biennium balance.

**13.2. System Transformation of Excellence and Performance (STEP – VA)**

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

STEP-VA is an initiative designed to improve the community behavioral health services available to all Virginians. All CSB 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. Over time, after full implementation of STEP-VA, 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.

## **1. Outpatient Services**

### **Scope of Services and Deliverables**

Outpatient services are considered to be foundational services for any behavioral health system. The Core Services Taxonomy 7.3 states that outpatient services may include diagnosis and evaluation, screening and intake, counseling, psychotherapy, behavior management, psychiatry, psychological testing and assessment, laboratory and ancillary services. 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. CSB shall provide an appointment to a high quality CSB outpatient provider or a referral to a non-CSB outpatient behavioral health service within 10 business days of the completed SDA intake assessment, if clinically indicated. The quality of outpatient behavioral health services is the key component of this step.
4. 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 outpatient services not directly provided by the CSB.
5. CSB shall establish expertise in the treatment of trauma related conditions.
6. 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.
7. The CSB shall complete and submit to the Department quarterly DLA-20 composite scores through CCS as well as provide training data regarding required trauma training yearly in July when completing federal Block Grant reporting.

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

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

1. Conduct in-person or virtual visits/check-ins at least 2 times a year with the CSB program leadership to ensure compliance with the scope and requirements of the regional services; and to review outcomes, which include challenges and successes of the programs.
2. 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.

**2. Primary Care Screening and Monitoring**

**Scope of Services and Deliverables**

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

- A. For the implementation of “ongoing behavioral health service” is defined as “child with SED receiving Mental Health Targeted Case Management or adult with SMI receiving Mental Health Targeted Case Management”. These clients are required to be provided with a yearly primary care screening to include, at minimum, height, weight, blood pressure, and BMI. This screening may be done by the CSB or the individual may be referred to a primary care provider to have this screening completed.
- B. 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.
- C. CSB shall screen and monitor any individual over age 3 being prescribed an antipsychotic medication by a CSB prescriber for metabolic syndrome following the American Diabetes Association guidelines.
- D. Individuals with serious mental illness (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. Therefore it is important for behavioral health staff to provide primary care screening to identify and provide related care coordination to ensure access to needed physical health care.
- E. 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 CCS monthly submission.

**3. Same Day Access (SDA)**

**Scope of Services and Deliverables**

SDA means an individual may walk into or contact a CSB to request mental health or substance use disorder services and receive a comprehensive clinical behavioral health assessment, not just a screening, from a licensed or license-eligible clinician the same day. Based on the results of the comprehensive assessment, if the individual is determined to need services, the goal of SDA is that he or she receives an appointment for face-to-face or other direct services in the program clinical circumstances.

- A. SDA emphasizes engagement of the individual, uses concurrent EHR documentation during the delivery of services, implements techniques to reduce appointment no shows, and uses centralized scheduling. If it has received state mental health funds to implement SDA, the CSB shall report SDA outcomes through the CCS Extract outcomes file. The CSB shall report the date of each SDA comprehensive assessment, whether the assessment determined that the individual needed services offered by the CSB, and the date of the first service offered at the CSB for all individuals seeking mental health or substance use disorder services from the

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

CSB.

- B. The Department shall measure SDA by comparing the date of the comprehensive assessment that determined the individual needed services and the date of the first CSB face-to-face or other direct service offered to the individual. SDA benchmarks can be found in Exhibit B of the performance contract.

**4. Service Members, Veterans, and Families (SMVF)**

As one of the nine required services for System Transformation Excellence and Performance (STEP-VA), the purpose of the Service Members Veterans and Families (SMVF) step is to ensure SMVF receive needed mental health, substance abuse, and supportive services in the most efficient and effective manner available. Services shall be high quality, evidence-based, trauma-informed, culturally-competent, and accessible. Per the Code of Virginia, CSB core services, as of July 1, 2021 shall include mental health services for members of the armed forces located 50 miles or more from a military treatment facility and veterans located 40 miles or more from a Veterans Health Administration medical facility.

- A. All CSB 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.
- B. CSB shall ensure behavioral health services including but not limited to SMI, SUD, Co-Occurring and Youth/Adolescents. Clinical services for this population shall align with federal clinical guidelines from Veterans Affairs and Department of Defense can be found at <https://www.healthquality.va.gov>.
- C. CSB shall identify and refer SMVF seeking services to internal providers that have been trained in military cultural competency (MCC); collaborate with Military Treatment Facilities (MTFs), Veterans Health Administration (VHA) facilities, Virginia Department of Veterans Services (DVS) programs and other external providers to determine SMVF eligibility for services, and assist SMVF with services navigation.
- D. The CSB shall submit information on SMVF receiving services in CCS monthly submission.

**13.3. Case Management Services Training**

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

**13.4. 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.

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.

**13.5. Regional Programs**

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

---

The CSB shall manage or participate in the management of, account for, and report on regional programs in accordance with the Regional Program Operating Principles and the Regional Program Procedures in the Core Services Taxonomy 7.3. The CSB agrees to participate in any utilization review or management activities conducted by the Department involving services provided through a regional program.

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

<b>14. CSB CODE MANDATED SERVICES</b>		
<b>Services</b>	<b>Mandated</b>	<b>Description</b>
<b>Certification of Preadmission Screening Clinicians</b>	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.
<b>Department of Justice Settlement Agreement (DOJ SA)</b>	Compliance with DOJ SA	See Exhibit M of the performance contract.
<b>Discharge Planning</b>	VA Code Mandated	Section 37.2-500 of the Code of Virginia requires that CSB must provide emergency services.
<b>Emergency Services Availability</b>	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.
<b>Preadmission Screening</b>	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.
<b>Preadmission Screening Evaluations</b>	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.
<b>STEP-VA</b>	VA Code Mandated and Appropriations Act MM.1	Pursuant to 37.2-500 and 37.2-601 of the Code, all CSB shall provide the following services as described in the Taxonomy and report data through CCS 3 and CARS as required by the Department.  Same Day Mental Health Assessment Services (SDA or Same Day Access)

**FY 2024-2025 Community Services Performance Contract**  
**Exhibit G: Community Services Boards Master Programs Services Requirements**

		<p>Outpatient Primary Care Screening Services</p> <p>Outpatient Behavioral Health and Substance Use Disorder Services</p> <p>Peer Support and Family Support Services</p> <p>Mental Health Services for Military Service Members, Veterans, and Families (SMVF)</p>
<p><b>Virginia Psychiatric Bed Registry</b></p>	<p>VA Code Mandated</p>	<p>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.</p>



**COMMUNITY SERVICES PERFORMANCE CONTRACT**

**Exhibit H FY24-25**

**Regional Local Inpatient Purchase of Services (LIPOS) Requirements**

**Table of Contents**

A. The CSB Responsibilities ..... 2

B. The Department Responsibilities ..... 2

C. Payment Terms ..... 2

D. Reporting ..... 3

## COMMUNITY SERVICES PERFORMANCE CONTRACT

### Exhibit H FY24-25

#### Regional Local Inpatient Purchase of Services (LIPOS) Requirements

##### Background

Effective July 1, 2021, The Department and the CSB agree to implement the following requirements for management and utilization of all regional state mental health acute care (LIPOS) funds to enhance monitoring of and financial accountability for LIPOS funding, divert individuals from admission to state hospitals when clinically appropriate, and expand the availability of local inpatient psychiatric hospital services for state facility diversions.

*HB1800 P. Out of this appropriation, \$8,774,784 from the general fund the second year is provided from a transfer from Item 322 for Community Services Boards and a Behavioral Health Authority to divert admissions from state hospitals by purchasing acute inpatient or community-based psychiatric services at private facilities. This funding shall continue to be allocated to Community Services Boards and a Behavioral Health Authority for such purpose in an efficient and effective manner so as not to disrupt local service contracts and to allow for expeditious reallocation of unspent funding between Community Services Boards and a Behavioral Health Authority.*

##### A. The CSB Responsibilities

1. All regional state mental health LIPOS funds allocated within the region shall be managed by the regional management group (RMG) and the regional utilization management and consultation team (RUMCT) on which the CSB participates in accordance with Core Services Taxonomy 7.3.
2. The CSB, through the RMG and RUMCT on which it participates, shall ensure that other funds or resources such as pro bono bed days offered by contracting local hospitals and Medicaid or other insurance payments are used to offset the costs of local inpatient psychiatric bed days or beds purchased with state mental health LIPOS funds so that regional state mental health LIPOS funds can be used to obtain additional local inpatient psychiatric bed days or beds.
3. If an individual's primary diagnosis is SA (Substance Abuse) and a TDO (Temporary Detention Order) is issued to a private psychiatric facility LIPOS may be used by the CSB.
4. CSBs and/or regions are expected to maintain contracts or memorandum of agreement with local facilities that at minimum specifies funding is to be utilized as funding of last resort, authorization procedures, timeliness of invoicing, the rate, and any other limitations. These contracts or MOU's shall be available to DBHDS upon request for review.
5. Annually regions will provide DBHDS with contracted rates for facilities. This will be due with the first quarter report.

##### B. The Department Responsibilities

1. The Department, may conduct utilization reviews of the CSB or region at any time to confirm the effective utilization of regional state mental health LIPOS funds.
2. The Department shall provide technical assistance when requested by the CSB.

##### C. Payment Terms

1. LIPOS allocations are distributed to the regional fiscal agent. The RMG/ RUMCT and Regional fiscal agent retain responsibility to ensure equitable access to the regional allocation by CSB and report to DBHDS any funding deficits or re allocation by CSB. Funding for regions will be

## COMMUNITY SERVICES PERFORMANCE CONTRACT

### Exhibit H FY24-25

#### Regional Local Inpatient Purchase of Services (LIPOS) Requirements

determined by DBHDS in collaboration with the region based on regional spending from previous year.

- a) For initial allocation to be distributed within 15 day of the beginning of the fiscal year DBHDS will allocated the higher of: either Average spending for previous fiscal year quarters 1, 2 and 3 **OR** the highest quarter spent.
  - b) For the quarters 2, 3 and 4 of the fiscal year determination of the allocation will be based on the previous quarter amount spent. *For example: Quarter 2 funding is a reimbursed amount of quarter 1 LIPOS spending.*
  - c) At any time during the year should expenses exceed funding regions may request assistance from DBHDS. Additionally DBHDS will monitor expenses and encumbrance to ensure regions have adequate funding for invoices received after the end of the fiscal year per contract/MOA agreements.
2. Administration fees for LIPOS are based on the following:
- a) The Regional Fiscal Agent is entering into a subcontract with another entity which will allow the third party to administer the service or program, the Regional Fiscal Agent may retain up to 5% of the allocation/expenditures for Administrative Costs.  
OR  
The annualized cost of the employed Regional manager.
  - b) The determination of which administration fee methodology utilized will be discussed and documented by regional leadership and DAP specialist with DBDHS. Should the region choose the 5% this 5% will be determined based on the amount spent the previous fiscal year.
  - c) The administration fee that is agreed upon will be sent in full to the region at the beginning of the fiscal year.
3. Any balance of LIPOS funds at the end of quarter 4 may be accounted for in the following fiscal year allocation. Unspent balances are not to be utilized without approval from DBHDS.

#### D. Reporting

1. The region will provide quarterly data on an agreed upon LIPOS data collection tool each quarter no later than 30 Days after the end of the quarter. Regions will maintain documentation of invoices from providers. These invoices and documentation shall be available to DBHDS upon request.
2. Any changes to the LIPOS reporting tool will be reviewed and discussed with CSB Regional Managers and they will be given a 30-day time frame to implement changes.
3. CSBs are responsible for maintaining reporting in the electronic health record for individuals receiving LIPOS contracted services. Bed days used should be recorded under Inpatient services (250).

**Exhibit I**  
**FY2024-2025 Behavioral Health Wellness/Prevention Services**  
(See Exhibit G)

**Exhibit J: FY2024 AND FY2025  
Community Services Performance Contract  
Certified Preadmission Screening Clinicians Requirements**

**Table of Contents**

Background..... 2

1. Requirements for Initial Certification..... 2

2. Requirements for Maintaining Certification..... 3

3. Requirements for CPSC Supervisors ..... 4

4. DBHDS Notification of Change in Employment Status..... 5

5. Hiring an individual with prior CPSC experience ..... 5

6. Variance Requests..... 5

7. DBHDS Quality Assurance and Oversight..... 6

## **Exhibit J: FY2024 AND FY2025 Community Services Performance Contract Certified Preadmission Screening Clinicians Requirements**

### **Background**

The Code of Virginia (§37.2-809, §16.1-338-340.1, §19.2-169.6) requires any person who conducts preadmission screening evaluations, for the purposes of temporary detention, to complete a certification program approved by the Virginia Department of Behavioral Health and Developmental Services (the “DBHDS”).

The certification is valid throughout the Commonwealth. DBHDS regulates the certification, and recertification, of Certified Preadmission Screening Clinicians (CPSC), through regular compliance inspections, and according to the requirements outlined in this Agreement. DBHDS provides the certification based on the attestation of the individual’s supervisor and executive director that the individual meets the certification requirements and has completed the orientation requirements.

DBHDS is amending the requirements for who may be certified as a Preadmission Screening Clinician. This change recognizes the wealth of knowledge in our current workforce and the hardships CSBs have faced in recruiting individuals to this role.

#### **1. Requirements for Initial Certification**

All CPSC applicants seeking initial certification must meet the educational, professional licensure, orientation and supervision standards outlined herein.

##### **A. Education and Licensure Requirements**

1. CPSC applicants may be a Licensed Mental Health Professional (LMHP), *OR*
2. Qualified Mental Health Professional (QMHP) as defined by the Department of Health Professions.

CPSCs hired on or before September 30, 2022, and who have fulfilled all requirements, and are an active QMHP or QMHP-T (Qualified Mental Health Professional-Trainee) with the Department of Health Professions, are appropriately certified to provide preadmission screening evaluations throughout the Commonwealth unless there is an interruption in their employment.

3. Applicants may apply that are not currently licensed or certified but hold the appropriate educational attainment and experience while being registered or in supervision with the appropriate professional board to become certified or licensed.

##### **B. Orientation Requirements**

All CPSC applicants must successfully complete orientation that meets the following content, observational and experiential requirements:

1. Completion of the requisite online training modules on topics that include legislative and regulatory requirements, disclosure of information, and clinical aspects of risk assessment including the modules on the preadmission screening report and REACH.
2. Completion of an Emergency Services (ES) orientation that meets the content requirements:
  - a. Orientation to civil commitment process, legal requirements and performance contract related requirements.
  - b. Orientation to documentation expectations and requirements.

**Exhibit J: FY2024 AND FY2025  
Community Services Performance Contract  
Certified Preadmission Screening Clinicians Requirements**

- c. Orientation to expectations for use of clinical consultation with peers and supervisors
    - d. Orientation to local policies and procedures
    - e. Orientation to role and interface with local law enforcement
    - f. Orientation to role and interface with magistrates and special justices
    - g. Orientation to resources for alternatives to hospitalization
    - h. Orientation to bed registry
    - i. Orientation to process for securing local private beds
    - j. Orientation to process for securing state facility beds
    - k. Orientation to process to access LIPOS or SARPOS funding
    - l. Orientation to alternatives for special populations [e.g., children, ID/DD or geriatric]
    - m. Orientation to Federal and State laws about allowed disclosure of information and communication in routine and emergency situations
    - n. Tour of local facilities (E.g., local hospitals, CSUs, jail, REACH, etc.) as relevant
  3. Completion of 40 hours direct observation and direct provision of emergency services, to include conducting preadmission screening evaluations and other forms of crisis services including, but not limited to: knowledge of relevant laws, interviewing skills, mental status exam, substance use assessment, risk assessment, safety planning and accessing community referrals. The 40 hours may be done concurrently.
  4. Completion of preadmission screening evaluations under direct observation of an LMHP or LMHP-R (Licensed Mental Health Professional-Resident) CPSC. The number required will be agreed upon by the CSB's Executive Director and ES Director/Manager.
  5. Attestation by a supervisor that the applicant has reached an acceptable level of clinical competence and procedural knowledge to be certified.
  6. For a minimum of the first three months of the certification period, newly certified CPSCs are required to consult with a supervisory-level CPSC when the outcome of any preadmission screening evaluation to not recommend hospitalization for an individual under an Emergency Custody Order (ECO).
  7. Applicants may begin working independently as a CPSC when an application for certification as well as an attestation of completed orientation and of the ability of the individual to perform the CPSC responsibilities has been submitted to DBHDS at: [preadmissionscreening@dbhds.virginia.gov](mailto:preadmissionscreening@dbhds.virginia.gov).
  8. The documentation associated with orientation and training must be maintained by the primary Community Services Board of employment and be provided to DBHDS for auditing purposes when requested.
- 2. Requirements for Maintaining Certification**
- In addition to the requirements for continuing education, supervision, and quality assurance/review outlined below, all applicants must demonstrate direct involvement in the delivery of emergency services, including the completion of preadmission screening evaluations during the certification period to maintain certification.

Individuals grandfathered as CPSCs under the July 1, 2016 Certification of Preadmission Screening Clinicians document maintain their grandfathered status under this agreement.

**Exhibit J: FY2024 AND FY2025  
Community Services Performance Contract  
Certified Preadmission Screening Clinicians Requirements**

**A. Continuing Education Requirements**

1. Applicants for recertification are required to participate in 16 hours of relevant continuing education annually.
2. The Community Services Board of employment will ensure that the continuing education requirement is met and must be able to provide documentation to DBHDS at any time for auditing purposes.
3. Individuals who are licensed by the Board of Health Professions may use their required continuing education hours for their license or registration as a qualified mental health professional to achieve this requirement.
4. All applicants are required to complete any new on-line training modules released by DBHDS, within 60 days of release. If a CPSC is out on extended leave, they may prorate these hours accordingly.

**B. Supervision Requirements**

1. Applicants for recertification are required to participate in a minimum of 12 hours of individual and/or group supervision, annually.
2. Licensed CPSC supervisors who direct the work of others and provide supervision/consultation to CPSCs conducting preadmission screenings are exempt from this requirement. Supervision may be provided in person, by audio or virtually with two-way audio visual technology.
3. All staff with a QMHP must meet the required supervisory requirements outlined by the Department of Health Professions.

**C. Quality Assurance/ Quality Improvement Reviews**

1. Regardless of the length of the period of certification, and regardless of professional licensure, all applicants are required to participate in quality assurance/quality improvement review activities of at least 5 percent of all preadmission screening evaluations completed, annually.
2. These reviews must be completed by a supervisor who is a CPSC.
3. Documentation of these reviews and actions taken to improve the documentation and provision of crisis response services including safety planning, using a “least restrictive” mindset for all evaluations, assessing capacity, use of community resources and must be available upon DBHDS request.

**3. Requirements for CPSC Supervisors**

For the purposes of this document, “supervisor” is defined as a: supervisory level, licensed CPSC, with a minimum of two years’ experience working in crisis services. Supervisors have the authority to direct the decision making of clinician-level CPSCs and are directly responsible for the oversight of the delivery of emergency/crisis intervention services, to include quality assurance/review activities.



## **Exhibit J: FY2024 AND FY2025 Community Services Performance Contract Certified Preadmission Screening Clinicians Requirements**

CPSC supervisors who do not hold a professional license from the Board of Health Professions, but are registered for supervision and meet the minimum of two years' experience working in crisis services may be utilized with a variance granted by DBHDS. Each variance must outline a timeline and path to bring the individual up to meeting the standard for CPSC Supervisors.

**A. CPSC Supervisors must meet the following:**

1. Completion of the Initial Certification process.
  2. Continuing Education requirements described under Requirements for Maintaining Certification, Subsection A.
  3. Licensed CPSC supervisors who direct the work of others and provide supervision/consultation to CPSCs conducting preadmission screenings are exempt from the annual requirement to participate in a minimum of 12 hours of individual and/or group supervision.
  4. Licensed CPSC supervisors who conduct quality review and improvement activities of other CPSCs are exempt from the requirement to complete a preadmission screening assessment and report annually.
- 4. DBHDS Notification of Change in Employment Status**  
The CSB must notify DBHDS, at [preadmissionscreening@dbhds.virginia.gov](mailto:preadmissionscreening@dbhds.virginia.gov), if a CPSC leaves the CSB's employment or transfers to another position within the CSB and will no longer be performing the duties of a CPSC. The CPSC's certification will be considered expired and subject to compliance with section 5 of this Agreement. For CPSCs who remain with the same employer and will continue to work as a CPSC in any capacity, notification to the Department is not needed.
- 5. Hiring an individual with prior CPSC experience**  
If an individual seeks a position as a CPSC, DBHDS will confirm the individual's certification status upon request received at [preadmissionscreening@dbhds.virginia.gov](mailto:preadmissionscreening@dbhds.virginia.gov).
- A. If the certification is active and valid, the CSB is required to verify that any additional requirements for continued certification and supervision are met.
  - B. Licensed CPSCs whose certification has expired less than 24 months, only need to complete the local orientation for recertification.
  - C. CPSCs without professional licensure whose certification has expired less than 12 months, only need to complete the local orientation for recertification.
  - D. CPSCs without professional licensure whose certification has expired more than 12 months and licensed CPSCs whose certification has expired more than 24 months must complete the process for initial certification.
  - E. If the individual has CPSC experience and does not meet with the new requirements for a CPSC, a variance may be sought from DBHDS.
  - F. If the certification has not expired, the individual's hours for supervision and continuing education may be prorated to allow recertification when current certification expires.
- 6. Variance Requests**  
A variance request may be made to DBHDS on a case-by-case basis. A variance request is needed

**Exhibit J: FY2024 AND FY2025  
Community Services Performance Contract  
Certified Preadmission Screening Clinicians Requirements**

if any of the above criteria for initial or recertification of certified prescreeners or supervisors cannot be met. Approved variances expire on June 30<sup>th</sup> of each year. Variances received after April 1<sup>st</sup> will expire the following year on June 30<sup>th</sup>. The CSB will be responsible for submitting a report to DBHDS on the individual's initial or recertification progress within 30 days of the variance expiration date.

The variance request must outline the:

1. Specific educational and experiential background of the applicant.
2. Reason the variance is being sought.
3. Specific monitoring activities the CSB will perform with associated timelines to bring the individual into alignment with the required education and licensure requirements as applicable.

**7. DBHDS Quality Assurance and Oversight**

DBHDS will ensure compliance with these requirements by conducting reviews of samples of certification documentation during critical incident reviews and at other times as determined by DBHDS. Compliance reviews will include:

1. Review of documentation demonstrating compliance with orientation requirements.
2. Reviewing a copy of QMHP certification/registration.
3. Reviewing a copy of License or supervision enrollment from the Department of Health Professions. This includes annual verification of license status.
4. Reviewing any actions taken by the Department of Health Professions related to performance of any QMHP or LMHP CPSC.
5. Reviewing documentation demonstrating compliance with continuing education requirements, including completion, within 60 days of any new modules released by DBHDS.
6. Reviewing documentation demonstrating the provision of individual and/or group supervision hours for all CPSCs.
7. Review of documentation demonstrating quality assurance/quality improvement reviews and actions of at least 5 percent of all preadmission screening evaluations completed by each CPSC, including review of results and any subsequent quality improvement activities. Information identifying individual records reviewed must be available to DBHDS upon request.

**FY 24-25 Exhibit K**  
**Collaborative Discharge Requirements for Community Services Boards and State Hospitals**  
**Adult & Geriatric**

Table of Contents

General Requirements ..... 3

Collaborative Responsibilities Following Admission to State Hospitals..... 5

Needs Assessment..... 8

Pre-Discharge Planning..... 10

Readiness for Discharge..... 19

Clinical Readiness for Discharge Rating Scale..... 20

Discharge Readiness Dispute Process for State Hospitals, CSBs, and DBHDS Central Office..... 21

Finalizing Discharge ..... 22

Transfers between CSBs ..... 27

Glossary ..... 30

CSB State Hospital Discharge Planning Performance Measures..... 34

Attachments:

- Appendix A: Out of Catchment Notification/Referral Form
- Appendix B: Memo Regarding Patient Choice at Discharge
- Appendix C: DAP Memory Care Justification Form

## **FY 24-25 Exhibit K Collaborative Discharge Requirements for Community Services Boards and State Hospitals Adult & Geriatric**

### **Department of Behavioral Health and Developmental Services**

This document is designed to provide consistent direction and coordination of activities required of state hospitals and community services boards (CSBs) in the development and implementation of discharge planning. The activities delineated in these protocols are based on or referenced in the Code of Virginia or the community services performance contract. In these protocols, the term CSB includes local government departments with a policy-advisory CSBs, established pursuant to § 37.2-100 of the Code of Virginia, and the behavioral health authority, established pursuant to § 37.2-601 et seq. of the Code of Virginia.

#### ***Shared Values:***

Both CSBs and state hospitals recognize the importance of timely discharge planning and implementation of discharge plans to ensure the ongoing availability of state hospital beds for individuals presenting with acute psychiatric needs in the community. The recognition that discharge planning begins at admission is an important aspect of efficient discharge planning.

The Code of Virginia assigns the primary responsibility for discharge planning to CSBs; however, discharge planning is a collaborative process that must include state hospitals.

Joint participation in treatment planning and frequent communication between CSBs and state hospitals are the most advantageous method of developing comprehensive treatment goals and implementing successful discharge plans. The treatment team, in consultation with the CSB, shall ascertain, document, and address the preferences of the individual and their surrogate decision maker (if one has been designated) in the assessment and discharge planning process that will promote elements of recovery, resiliency, self-determination, empowerment, and community integration.

## FY 24-25 Exhibit K Collaborative Discharge Requirements for Community Services Boards and State Hospitals Adult & Geriatric

### General Requirements

Regional responsibility	Responsible entity	Timeframe
The CSB emergency services clinicians shall complete a tracking form documenting all private hospital contacts prior to seeking a bed of last resort at a state hospital, and transmit the form to the receiving state hospital, along with the preadmission screening form.	CSB emergency services	<i>Upon admission request to state hospital</i>
Each CSB shall provide the DBHDS Director of Community Integration (or designee) with the names of CSB personnel who are serving as the CSB's state hospital discharge liaisons.  The DBHDS Office of Community Integration will update and distribute listings of all CSB discharge planning and state hospital social work contacts to CSB regional managers and state hospital social work directors, with the expectation that these will be distributed to individual CSBs and state hospital social workers.	CSBs  DBHDS Office of Community Integration	<i>At least quarterly, or whenever changes occur</i>  <i>At least quarterly</i>
Each region shall develop a process for developing, updating, and distributing a list of available CSB and regional housing resources funded by DBHDS for individuals being discharged from state hospitals. The resource listing should include willing private providers. Regions shall review and update the list and ensure that it is available to CSB state hospital liaisons, state hospital social work staff, and Central Office Community Transition Specialists to ensure that all resource options are explored for individuals in state hospitals.	CSB regions	<i>Updated at least quarterly</i>
In order to facilitate communication and timely problem solving, each region shall establish, regularly review, and update a regional bidirectional process, with time frames, and clearly defined steps for notification, discussion, and resolution of issues surrounding discharge planning for both adult and geriatric hospitals, to include CSBs, state hospitals, and Central Office levels. A copy of	CSB regions	<i>Updated as needed</i>

**FY 24-25 Exhibit K**  
**Collaborative Discharge Requirements for Community Services Boards and State Hospitals**  
**Adult & Geriatric**

this process shall be submitted to each region's Community Transition Specialist.		
---	--	--







**FY 24-25 Exhibit K**  
**Collaborative Discharge Requirements for Community Services Boards and State Hospitals**  
**Adult & Geriatric**

participation in person or via phone or video conference is expected. This is the most effective method of developing comprehensive treatment goals and implementing efficient and successful discharge plans.	<i>the missed meeting</i>	participate in as many treatment team meetings as possible	
--	---------------------------	--	--



**FY 24-25 Exhibit K**  
**Collaborative Discharge Requirements for Community Services Boards and State Hospitals**  
**Adult & Geriatric**

becomes available, the CSB staff shall update the discharge plan accordingly		progress notes and through communications/meetings with the CSB.	
--	--	--	--

The CSB and the state hospital treatment team shall ascertain, document, and address the preferences of the individual and the surrogate decision maker as to the placement upon discharge. These preferences shall be addressed to the greatest degree possible in determining the optimal and appropriate discharge placement (please see attached memo regarding patient choice in state hospital discharges)	<i>Ongoing</i>
--	----------------



## FY 24-25 Exhibit K Collaborative Discharge Requirements for Community Services Boards and State Hospitals Adult & Geriatric

<p>The CSB NGRI Coordinator or designee (with decision-making and signatory authority) shall attend in person or via telephone any meetings scheduled to discuss an acquittee’s appropriateness for privilege level increases at the unescorted community not overnight privilege level or higher.</p> <p>The CSB NGRI Coordinator shall review, edit, sign, and return the risk management plan (RMP) for individuals adjudicated as NGRI</p> <p>The CSB NGRI Coordinator shall develop and transmit to the state hospital a fully developed conditional release plan (CRP) or unconditional release plan (UCRP) with all required signatures</p> <p>Please note: For some NGRI patients, the RMP or CRP may involve more than one CSB. It is essential that the CSB responsible for the development of these plans communicates efficiently with other involved CSBs, and ensures that these plans are signed as soon as possible according to the time frames above.</p>	<p><i>Office Forensics staff</i></p> <p><i>Ongoing</i></p> <p><i>Within 10 business days of receiving notice from the state hospital</i></p> <p><i>Within 10 business day of being notified that the individual has been recommended for release</i></p>	<p>The state hospital shall provide notice to CSB staff, including the CSB NGRI Coordinator, of the need for a risk management plan (RMP), a Conditional Release Plan (CRP), or an Unconditional Release Plan (UCRP) once the determination has been made that a packet must be completed</p> <p>The state hospital shall complete the packet requesting an increase in privilege level or release</p>	<p><i>Within one business day of the treatment team identifying the individual as being eligible for a privilege increase or release</i></p> <p><i>Within 10 business days of the treatment team identifying the individual as being eligible for a privilege increase</i></p>
---	--	--	--

**FY 24-25 Exhibit K**  
**Collaborative Discharge Requirements for Community Services Boards and State Hospitals**  
**Adult & Geriatric**

<p><b>Guardianship:</b></p> <p>Upon being notified of the need for a guardian, the CSB shall explore potential individuals/agencies to serve in that capacity.</p> <p>If the CSB cannot locate a suitable candidate who agrees to serve as guardian, they shall notify the state hospital to begin the process of referral for a DBHDS guardianship slot.</p>	<p><i>Within two business days of notification</i></p> <p><i>Within 10 business days of notification of need for a guardian</i></p>	<p><b>Guardianship:</b></p> <p>Evaluation for the need for a guardian shall start upon admission. Activities related to securing a guardian (if needed) start and continue regardless of a patient’s discharge readiness level.</p> <p>The hospital social worker shall notify the CSB discharge planner that the treatment team has determined that the individual is in need of a guardian in order to be safely discharged.</p> <p>If notified by the CSB that a suitable candidate for guardianship cannot be located, the state hospital shall begin the process of referring the individual to DBHDS Central Office for a DBHDS guardianship slot. This referral shall include a comprehensive assessment of the individual’s lack of capacity, and potential for regaining capacity. This assessment shall be shared with the CSB upon completion by the evaluating clinician.</p>	<p><i>Within two business days of determination</i></p> <p><i>Immediately upon notification by the CSB of the need for a DBHDS guardianship slot</i></p>

## FY 24-25 Exhibit K Collaborative Discharge Requirements for Community Services Boards and State Hospitals Adult & Geriatric

<p><b>Assisted Living (ALF) referrals:</b></p> <p>The CSB shall obtain verbal consent and releases from the individual or the surrogate decision maker to begin initial contacts to facilities regarding bed availability and willingness to consider the individual for placement.</p> <p>The CSB shall obtain required documentation and send referral packets to multiple potential placements. The referrals are to be sent simultaneously.</p> <p>If the CSB does not receive a response from a potential placement, the CSB shall be follow up with providers regarding potential placements. It is expected that the CSB will continue to communicate with the provider about potential placement until a disposition decision is reached or the patient discharges to a different placement.</p> <p>If it is determined that a secure Memory Care unit is recommended and that DAP will be required to fund this placement, the CSB shall completed the Memory Care Justification form, submit to the Community Transition Specialist for their hospital, and receive approval prior to referring to secure memory care units.</p>	<p style="text-align: center;"><i>As soon as an ALF is being considered, and prior to the individual being determined to be RFD</i></p> <p style="text-align: center;"><i>Within one business day after the individual is rated as RFD</i></p> <p style="text-align: center;"><i>Within five business days of sending the referral</i></p>	<p><b>Assisted Living referrals:</b></p> <p>The state hospital shall complete the UAI.</p> <p>The state hospital shall transmit the UAI to the CSB</p> <p>The state hospital shall assist in the facilitation of interviews/assessments required by potential ALF providers</p>	<p style="text-align: center;"><i>Within five business days of the individual being found discharge ready level 2</i></p> <p style="text-align: center;"><i>Immediately upon completion of the UAI</i></p> <p style="text-align: center;"><i>As requested</i></p>
--	--	---	---

**FY 24-25 Exhibit K**  
**Collaborative Discharge Requirements for Community Services Boards and State Hospitals**  
**Adult & Geriatric**

	<i>Prior to referring to private pay Memory Care units</i>		
<p><b>Nursing home (NH) referrals:</b></p> <p>The CSB shall obtain verbal consent and releases from the individual or the surrogate decision maker to begin initial contacts regarding bed availability and willingness to consider the individual for placement.</p> <p>The CSB shall obtain required documentation and send referral packets to multiple potential placements. The referrals are to be sent simultaneously.</p> <p>If the CSB does not receive a response from a potential placement, the CSB shall follow up with providers regarding potential placements. It is expected that the CSB will continued to communicate with the provider about potential placement until a disposition decision is reached</p>	<p><i>As soon as an NH is being considered, and prior to the individual being determined to be RFD</i></p> <p><i>Within one business day after the individual is rated as RFD</i></p>	<p><b>Nursing home referrals:</b></p> <p>The state hospital shall complete the UAI</p> <p>For individuals who require PASRR screening, the state hospital shall send the referral packet to Ascend</p> <p>The results of the level 2 PASRR screening shall be transmitted to the CSB</p> <p>The state hospital shall assist in the facilitation of interviews/assessments required by potential nursing home providers</p>	<p><i>Within five business days of the individual being found discharge ready level 2</i></p> <p><i>Within one business day of the individual being found clinically ready for discharge</i></p> <p><i>Immediately upon receipt of the screening results</i></p>



**FY 24-25 Exhibit K**  
**Collaborative Discharge Requirements for Community Services Boards and State Hospitals**  
**Adult & Geriatric**

<p>or the patient discharges to a different placement.</p>	<p><i>Within five business days of sending the referral</i></p>		<p><i>As requested</i></p>
<p><b>Shelter placements:</b></p> <p>Both the CSB responsible for discharge planning, and the CSB that serves the catchment area where the shelter is located shall follow the same procedures as outlined in the CSB transfers section for out of catchment placements.</p>		<p><b>Shelter placements:</b></p> <p>If discharge to a shelter is clinically recommended and the individual or their surrogate decision maker agrees with this placement, the hospital social worker shall document this recommendation in the medical record. The hospital social worker shall notify the director of social work when CSB consultation has occurred. The director of social work shall review the plan for discharge to a shelter with the medical director (or their designee). Following this review, the medical director (or designee) shall document</p>	



## FY 24-25 Exhibit K Collaborative Discharge Requirements for Community Services Boards and State Hospitals Adult & Geriatric

<p>The CSB liaison and support coordinator shall participate in the development and updating of the discharge plan, including attending and participating in treatment team meetings, discharge planning meetings, and other related meetings.</p> <p>The CSB shall contact and send referrals to potential providers, and assist in coordinating assessments with these providers.</p> <p>The CSB shall assist in scheduling tours/visits with potential providers for the individual and/or the individual’s surrogate decision maker.</p> <p>The CSB shall locate and secure needed specialists who will support the individual in the community at discharge.</p> <p>If required, the CSB shall facilitate the transfer of case management responsibilities to the receiving CSB according to the <i>Transferring Support Coordination/DD Waiver Slots</i> policy.</p> <p>The CSB shall request an emergency DD waiver slot if the individual is determined to be eligible for waiver, prior to requesting DAP funding.</p> <p>If it is anticipated that an individual with a DD diagnosis is going to require transitional</p>	<p><i>Immediately upon notification of need</i></p> <p><i>At admission and ongoing</i></p> <p><i>At the time that an individual is rated a discharge ready level 2</i></p> <p><i>Ongoing</i></p> <p><i>Prior to discharge</i></p> <p><i>According to timelines set forth</i></p>	<p>including conducting psychological testing and assessments as needed.</p> <p>The state hospital shall serve as a consultant to the DD case manager as needed.</p> <p>The state hospital shall assist with coordinating assessments with potential providers.</p> <p>The state hospital shall facilitate tours/visits with potential providers for the individual and/or the individual’s surrogate decision maker.</p> <p>Note: When requested referrals or assessments are not completed in a timely manner, the state hospital director shall contact the CSB Executive Director to resolve delays in the referral and assessment process.</p>	<p><i>psychological testing and assessment shall be completed within 21 calendar days of referral</i></p> <p><i>At the time that the individual is rated a discharge ready level 2</i></p> <p><i>Ongoing</i></p>
---	--	---	--

**FY 24-25 Exhibit K**  
**Collaborative Discharge Requirements for Community Services Boards and State Hospitals**  
**Adult & Geriatric**

funding, the CSB shall completed an application for DD crisis funds.	<i>in the transfer procedure</i>  <i>Immediately upon notification of need</i>  <i>Immediately upon notification of need</i>		
--	--	--	--

## FY 24-25 Exhibit K Collaborative Discharge Requirements for Community Services Boards and State Hospitals Adult & Geriatric

### Readiness for Discharge

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Once the CSB has received notification of an individual's readiness for discharge, they shall take immediate steps to implement the discharge plan	<i>Immediately upon notification</i>	<p>The treatment team shall assess and rate the clinical readiness for discharge for all individuals</p> <p>The state hospital social worker shall notify the CSB through the use of email when the treatment team has made a change to an individual's discharge readiness rating. This includes when an individual is determined to be ready for discharge and no longer requires inpatient level of care. Or, for voluntary admissions, when consent has been withdrawn.</p>	<p><i>A minimum of weekly</i></p> <p><i>Within one business day</i></p>
<p>In response to the state hospital's weekly email including all patients who are RFD, the CSB shall "reply all" with discharge planning updates.</p> <p>Note: These email correspondences are not required to occur on weeks when CSBs and state hospitals collaboratively review patients who are ready for discharge. These notifications and responses shall occur for all individuals, including individuals who were diverted from other state hospitals.</p>	<i>Within two business days</i>	<p>On weeks in which CSB and state hospital census/barriers meetings do not occur, the state hospital shall use encrypted email to provide notification to each CSB's liaison, the liaison's supervisor, the CSB behavioral health director or equivalent, the CSB executive director, the state hospital social work director, the state hospital director, the appropriate Regional Manager, and the Central Office Community Transition Specialist (and others as appropriate) of every individual who is ready for discharge, including the date that the individual was determined to be clinically ready for discharge.</p> <p>Note: These notifications and responses shall occur for all individuals, including individuals who were diverted from other state hospitals.</p>	<i>Weekly</i>

## FY 24-25 Exhibit K Collaborative Discharge Requirements for Community Services Boards and State Hospitals Adult & Geriatric

### Clinical Readiness for Discharge Rating Scale

#### 1. Clinically Ready for Discharge

- Has met treatment goals and no longer requires inpatient hospitalization
- Is exhibiting baseline behavior that is not anticipated to improve with continued inpatient treatment
- No longer requires inpatient hospitalization, but individual/family/surrogate decision maker is reluctant to participate in discharge planning
- NGRI patients with approval to begin 48 hour passes\*
- NGRI patient for whom at least one forensic evaluator has recommended conditional or unconditional release and there is a pending court date\*
- NGRI on revocation status and treatment team and CSB recommend conditional or unconditional release and there is a pending court date\*
- Any civil patient for which the barrier to discharge is not clinical stability
- Other forensic legal status (CST, restoration, etc.): clinically stable, evaluations completed and ready to be discharged back to jail\*

#### 2. Almost Clinically Ready for Discharge

- Has made significant progress towards meeting treatment goals, but needs additional inpatient care to fully address clinical issues and/or there is a concern about adjustment difficulties
- Can take community trial visits to assess readiness for discharge; may have the civil privilege level to go on temporary overnight visits
- NGRI with unescorted community visits, not overnight privilege level
- Other forensic legal status: significant clinical improvement, evaluations not yet completed

#### 3. Not Clinically Ready for Discharge

- Has not made significant progress towards treatment goals and requires treatment and further stabilization in an acute psychiatric inpatient setting
- NGRI and does not have unescorted community visits privilege
- Other forensic legal status: may present with symptoms, willing to engage in treatment, evaluations not yet completed

#### 4. Significant Clinical Instability Limiting Privileges and Engagement in Treatment

- Not nearing psychiatric stability
- Requires constant 24 hour a day supervision in an acute inpatient psychiatric setting
- Presents significant risk and/or behavioral management issues that requires psychiatric hospitalization to treat
- Unable to actively engage in treatment and discharge planning, due to psychiatric or behavioral instability
- Other forensic legal status: not psychiatrically stable or nearing psychiatric stability, evaluations not completed

*\*For any patient in which the legal system (e.g. court system, probation, etc.) is required to approve their discharge plan, their designation on the discharge ready list should be notated with a double asterisk(\*\*)*

## **FY 24-25 Exhibit K**

### **Collaborative Discharge Requirements for Community Services Boards and State Hospitals Adult & Geriatric**

*Note: Discharge planning begins at admission and is continuously active throughout hospitalization, independent of an individual's clinically readiness for discharge rating.*

#### **Discharge Readiness Dispute Process for State Hospitals, CSBs, and DBHDS Central Office**

1. The CSB shall notify the state hospital social work director (or designee), in writing, of their disagreement with the treatment team's designation of the individual's clinical readiness for discharge within three calendar days (72 hours) of receiving the discharge readiness notification.
2. The state hospital social work director (or designee) shall initiate a resolution effort to include a meeting with the state hospital and CSB staff at a higher level than the treatment team (including notification to the CSB executive director and state hospital director), as well as a representative from the Central Office Community Integration Team. This meeting shall occur within one business day of receipt of the CSB's written disagreement.
3. If the disagreement remains unresolved, the Central Office Community Integration Team will immediately give a recommendation regarding the patient's discharge readiness to the DBHDS Commissioner. The Commissioner shall provide written notice of their decision regarding discharge to the CSB executive director and state hospital director.
4. During the dispute process outlined above, the CSB shall formulate a discharge plan that can be implemented within three business days if the decision is in support of clinical readiness for discharge.
5. Should the Commissioner determine that the individual is clinically ready for discharge and the CSB has not developed a discharge plan to implement immediately, then the discharge plan shall be developed by the Department and the Commissioner may take action in accordance with Virginia Code § 37.2-505(A)(3).

## FY 24-25 Exhibit K Collaborative Discharge Requirements for Community Services Boards and State Hospitals Adult & Geriatric

### Finalizing Discharge

#### Joint Responsibility of the State Hospital, CSB, and DBHDS Central Office

At a minimum, twice per month the state hospital and CSB staff shall review individuals rated a 1 on the clinical readiness for discharge scale. Individuals rated a 2 on the clinical readiness for discharge scale shall be jointly reviewed at least once per month. To ensure that discharge planning is occurring at an efficient pace, the CSB shall provide updated discharge planning progress that shall be documented in these reviews. The regional utilization structures shall review at least monthly the placement status of those individuals who are on the EBL.

The Office of Community Integration shall monitor the progress of those individuals who are identified as being ready for discharge, with a specific focus on individuals who are on the EBL.

When a disagreement between the state hospital and the CSB occurs regarding the discharge plan for an individual, both parties shall attempt to revolve the disagreement and will include the individual and their surrogate decision maker, if appropriate. If these parties are unable to reach a resolution, the state hospital will notify their Central Office Community Transition Specialist within three business days to request assistance in resolving the dispute.

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
In the event that the CSB experiences extraordinary barriers to discharge and is unable to complete the discharge within seven (7) calendar days of the determination that the individual is clinically ready for discharge, the CSB shall document in the CSB medical record the reason(s) why the discharge cannot occur within seven (7) days of determination. The documentation shall describe the barriers to discharge (i.e. reason for placement on the Extraordinary Barriers List (EBL) and the specific steps being taken by the CSB to address these barriers.	<i>Within seven (7) calendar days of determination that individual is clinically ready for discharge</i>		



**FY 24-25 Exhibit K**  
**Collaborative Discharge Requirements for Community Services Boards and State Hospitals**  
**Adult & Geriatric**

<p>The reduce readmissions to state hospitals, CSBs, in conjunction with the treatment team, shall develop and complete (when clinically indicated) a safety and support plan as part of the individual’s discharge plan</p> <p>Note: Safety and support plans are generally not required for court-ordered evaluations, restoration to competency cases, and jail transfers; however, at the clinical discretion of the CSB and/or treatment team, the development of a safety and support plan may be advantageous when the individuals presents significant risk factors, and for those individuals who will be returning to the community following a brief incarceration period.</p> <p>Exception: Due to having a risk management plan as part of the conditional release plan, NGRI acquittees do not require a safety and support plan</p>	<p><i>Prior to discharge</i></p>	<p>The state hospital shall collaborate and provide assistance in the development of safety and support plans</p> <p>Note: Safety and support plans are generally not required for court-ordered evaluations, restoration to competency cases, and jail transfers; however, at the clinical discretion of the CSB and/or treatment team, the development of a safety and support plan may be advantageous when the individuals presents significant risk factors, and for those individuals who will be returning to the community following a brief incarceration period.</p> <p>Exception: Due to having a risk management plan as part of the conditional release plan, NGRI acquittees do not require a safety and support plan</p>	<p><i>Prior to discharge</i></p>
--	----------------------------------	---	----------------------------------









**FY 24-25 Exhibit K**  
**Collaborative Discharge Requirements for Community Services Boards and State Hospitals**  
**Adult & Geriatric**

<p>For individuals who are enrolled in CSB DD services, please follow the <i>Transferring Support Coordination/DD Waiver Slots</i> policy.</p>			
<p>At a minimum, the CSB responsible for discharge and the CSB that serves the discharge catchment area shall collaborate prior to the actual discharge date. The CSB responsible for discharge planning is responsible for completing the discharge plan, conditional release plan, and safety and support plan (if indicated), and for the scheduling of follow up appointments.</p> <p>While not responsible for the development of the discharge plan and the safety and support plan, the CSB that serves the catchment area where the patient will be discharged should be actively involved in the development of these plans. The arrangements for and logistics of this involvement are to be documented in the</p>	<p><i>Prior to discharge</i></p>		

**FY 24-25 Exhibit K**  
**Collaborative Discharge Requirements for Community Services Boards and State Hospitals**  
**Adult & Geriatric**

<p>discharge plan and the individual’s medical record.</p> <p>The CSB responsible for discharge planning shall provide the CSB that serves the catchment area where the patient will be discharging with copies of all relevant documentation related to the treatment of the individual.</p>	<p><i>Prior to discharge</i></p>		
<p>If the two CSBs cannot agree on the transfer, they shall seek resolution from the Director of Community Integration (or designee). The CSB responsible for discharge planning shall initiate this contact</p>	<p><i>Within three calendar days of notification of intent to transfer</i></p>		

## **FY 24-25 Exhibit K**

### **Collaborative Discharge Requirements for Community Services Boards and State Hospitals Adult & Geriatric**

#### **Glossary**

**Acute admissions or acute care services:** Services that provide intensive short-term psychiatric treatment in state mental health hospitals.

**Case management CSB/CSB responsible for discharge planning:** The public body established pursuant to § 37.2-501 of the *Code of Virginia* that provides mental health, developmental, and substance abuse services within each city and county that established it and in which an adult resides or in which surrogate decision maker resides. The case management CSB is responsible for case management and liaising with the hospital when an individual is admitted to a state hospital, and for discharge planning. If the individual or surrogate decision maker chooses for the individual to reside in a different locality after discharge from the state hospital, the CSB serving that locality becomes the receiving CSB and works with the CSB responsible for discharge planning/referring CSB, the individual, and the state hospital to effect a smooth transition and discharge. The CSB responsible for discharge planning is ultimately responsible for the completion of the discharge plan. Reference in these protocols to CSB means CSB responsible for discharge planning, unless the context clearly indicates otherwise.

Case management/ CSB responsible for discharge planning designations may vary from the definition above under the following circumstances:

- When the individual's living situation is unknown or cannot be determined, or the individual lives outside of Virginia, the CSB responsible for discharge planning is the CSB which completed the pre-screening admission form.
- For individuals who are transient or homeless, the CSB serving the catchment area in which the individual is living or sheltered at the time of pre-screening is the CSB responsible for discharge planning.
- When a CSB other than the pre-screening CSB is continuing to provide services and supports to the individual, then the CSB responsible for discharge planning is the CSB providing those services and supports.
- For individuals in correctional facilities, in local hospitals, or Veteran's Administration facilities, or in regional treatment/detox programs, the CSB responsible for discharge planning is the CSB serving the catchment area in which the individual resided prior to incarceration, or admission to local hospitals, Veterans Administration facilities, or regional detox programs
- In instances in which there is a dispute related to which CSB is responsible for discharge planning, the state hospital will work collaboratively with the CSBs involved to determine which CSB is responsible within two business days. If resolution cannot be reached, the state hospital will contact their Community Transition Specialist who will make a determination based on the available information.

**Comprehensive treatment planning meeting:** The meeting, which follows the initial treatment meeting and occurs within seven days of admission to a state hospital. At this meeting, the individual's comprehensive treatment plan (CTP) is developed by the treatment team in consultation with the individual, the surrogate decision maker, the CSB and, with the individual's consent, family members and private providers. The purpose of the meeting is to guide, direct, and support all treatment aspects for the individual.



## **FY 24-25 Exhibit K**

### **Collaborative Discharge Requirements for Community Services Boards and State Hospitals Adult & Geriatric**

**Co-occurring disorders:** Individuals are diagnosed with more than one, and often several, of the following disorders: mental health disorders, developmental disability, or substance use disorders. Individuals may have more than one substance use disorder and more than one mental health disorder. At an individual level, co-occurring disorders exist when at least one disorder of each type (for example: a mental health and substance use disorder or developmental disability and mental health disorder) can be identified independently of the other and are not simply a cluster of symptoms resulting from a single disorder.

**Discharge plan or pre-discharge plan:** Hereafter referred to as the discharge plan, means an individualized plan for post-hospital services that is developed by the case management CSB in accordance with § 37.2-505 and § 16.1-346.1 of the Code of Virginia in consultation with the individual, surrogate decision maker, and the state hospital treatment team. This plan must include the mental health, developmental, substance abuse, social, educational, medical, employment, housing, legal, advocacy, transportation, and other services and supports needed by the individual, consistent with subdivision A.3 of § 37.2-505, following an episode of hospitalization and must identify the public or private providers that have agreed to provide these services and supports. The discharge plan is required by § 37.2-505, § 16.1-346.1, and § 37.2-508 of the Code of Virginia.

**Level 2 PASRR Screening:** Federal law requires that all individuals (regardless of payer source) who apply as a new admission to a Medicaid-certified nursing facility (NF) be evaluated for evidence of possible mental illness or intellectual disability. This evaluation and determination is conducted to ensure that individuals are placed appropriately, in the least restrictive setting possible, and that individuals receive needed services, wherever they are living. The process involves two steps, known as Level 1(UAI) and Level 2 screening. The use of a Level 1 and Level 2 screening and evaluation is known as the Preadmission Screening and Resident Review (PASRR) process. In Virginia, level 2 PASRR screenings are conducted by Ascend. Individuals with a sole or primary diagnosis of dementia are exempt from Level 2 screenings.

**NGRI Coordinator (CSB):** Required knowledge:

- Understanding of the basic criminal justice process and the Virginia Code related to insanity acquittees
- Understanding of risk assessment and risk management in the community as well as the knowledge of what community resources are needed for risk management
- Ability to work with an interdisciplinary team
- Ability to communicate well, particularly knowledge of how to write to the court and how to verbally present information in a courtroom setting
- Knowledge of person-centered planning practices that emphasizes recovery principals.

Responsibilities:

1. Serving as the central point of accountability for CSB-assigned acquittees in DBHDS state hospitals
  - a. Ensuring adequate and prompt communication with state hospital staff, Central Office staff, and their own agency staff related to NGRI patients
  - b. Working with state hospital staff to resolve any barriers to treatment or release planning for NGRI patients

## **FY 24-25 Exhibit K**

### **Collaborative Discharge Requirements for Community Services Boards and State Hospitals Adult & Geriatric**

- c. Participating in all meetings where their presence is necessary in order to make decisions related to NGRI privilege increases or release
- d. Jointly preparing Risk Management Plans, Conditional Release Plans, or Unconditional Release Plans; Promptly responding to requests for modifications, reconciling differences, and returning signed documents to prevent delays to NGRI patient progress towards discharge
2. Serving as the central point for accountability and overseeing compliance of the CSB and the NGRI acquittee when court ordered for Conditional Release:
  - a. Oversee compliance of the CSB with the acquittee's court-ordered Conditional Release Plan (CRP).
  - b. Monitor the provision of CSB and non-CSB services in the CRP through agreed-upon means, including written reports, observation of services, satisfaction of the acquittee, etc.
  - c. Assess risk on a continuous basis and make recommendations to the court
  - d. Be the primary point of contact for judges, attorneys, and DBHDS staff.
  - e. Coordinate the provision of reports to the courts & DBHDS in a timely fashion
  - f. Assure that reports are written professionally and address the general and special conditions of the CRP with appropriate recommendations
  - g. Prepare correspondence to the courts and DBHDS regarding acquittee non-compliance to include appropriate recommendations for the court to consider
  - h. Provide adequate communication and coordinate the re-admission of NGRI acquttees to the state hospital when necessary
  - i. Represent the CSB in court hearings regarding insanity acquttees
3. Maintain training and expertise needed for this role.
  - a. Agree to participate in any and all DBHDS-developed training developed specifically for this role
  - b. Agree to seek out consultation with DBHDS as needed
  - c. Train other CSB staff and other provider staff (as appropriate) regarding the responsibilities of working with insanity acquttees, including the monthly and 6 month court reports

**Primary substance use disorder:** An individual who is clinically assessed as having one or more substance use disorder per the current Diagnostic and Statistical Manual of Mental Disorders (DSM) with the substance use disorder being the “principle diagnosis” (i.e. the condition established after evaluation to be chiefly responsible for the admission). The individual may not have a mental health disorder per the current DSM or the mental health disorder is not the principle diagnosis.

**Releases of Information:** The practice of authorizing a healthcare entity to release protected health information to other healthcare providers, non-healthcare organizations, or individuals. Obtained a signed release of information is best practice and should occur if at all possible; however, collaboration and information sharing for the purposes of discharge planning does not require a release of information, with the exception of SUD information protected by 42 CFR Part 2. While releases of information are best practice, they should not be a barrier to discharge. These activities are explained in the Code of Virginia § 37.2-839. Additionally please see HIPAA requirements on [Treatment, Payment, & Health Care Operations](#). Lastly this provision is covered in the Human Right Regulations 12VAC35-115-80- B.8.g.

## **FY 24-25 Exhibit K**

### **Collaborative Discharge Requirements for Community Services Boards and State Hospitals Adult & Geriatric**

**State hospital:** A hospital or psychiatric institute, or other institution operated by DBHDS that provides acute psychiatric care and treatment for persons with mental illness

**Surrogate decision maker:** A person permitted by law or regulations to authorize the disclosure of information or give consent for treatment and services, including medical treatment, or participation in human research, on behalf of an individual who lacks the mental capacity to make these decisions. A surrogate decision maker may include an attorney-in-fact, health care agent, legal guardian, or, if these are not available, the individual's family member (spouse, adult child, parent, adult brother or sister, or any other relative of the individual) or a next friend of the individual (defined in 12VAC35-115-146).

**Treatment team:** The group of individuals responsible for the care and treatment of the individual during the period of hospitalization. Team members shall include, at a minimum, the individual receiving services, psychiatrist, a psychologist, a social worker, and a nurse. CSB staff shall actively participate, collaborate, and consult with the treatment team during the individual's period of hospitalization. The treatment team is responsible for providing all necessary and appropriate supports to assist the CSB in completing and implementing the individual's discharge plan.

**Treatment plan:** A written plan that identifies the individual's treatment, educational/vocational and service needs, and states the goals, objectives, and interventions designed to address those needs. There are two sequential levels of treatment plans:

1. The "initial treatment plan," which directs the course of care during the first hours and days after admission; and
2. The "comprehensive treatment plan (CTP)," developed by the treatment team with CSB consultation, which guides, directs, and supports all treatment of the individual.

**Treatment plan review (TPR):** Treatment planning meetings or conferences held subsequent to the CTP meeting.

**FY 24-25 Exhibit K**

**Collaborative Discharge Requirements for Community Services Boards and State Hospitals**

**Adult & Geriatric**

**CSB State Hospital Discharge Planning Performance Measures**

1. Eligible patients will be seen by CSB staff (outpatient therapist, case manager, psychiatrist, etc.) within seven calendar days of discharge from a state hospital (assessments by emergency services are not considered follow-up appointments). 80% of eligible patients will be seen by a CSB clinical staff member within seven calendar days of the discharge date.
2. CSBs will have a state hospital 30 day readmission rate of 7% or below
3. Patients followed by CSBs will have an average length of stay on the extraordinary barriers list (EBL) of 60 days or less. \*Please note this measure will exclude NGRI patients.
4. CSBs that serve a population of 100,000 or more will have an average daily census of ten (10) beds or less per 100,000 adult and geriatric population. DBHDS shall calculate the CSBs' average daily census per 100,000 for the adult and geriatric population for patients with the following legal statuses: civil temporary detention order, civil commitment, court mandated voluntary, voluntary, and NGRI patients with 48 hours unescorted community visit privileges.

All data performance measure outcomes will be distributed to CSBs by DBHDS on a monthly basis.



## COMMONWEALTH of VIRGINIA

ALISON G. LAND, FACHE  
COMMISSIONER

DEPARTMENT OF

BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES

Post Office Box 1797  
Richmond, Virginia 23218-1797

Telephone (804) 786-3921  
Fax (804) 371-6638  
[www.dbhds.virginia.gov](http://www.dbhds.virginia.gov)

### MEMORANDUM

Re: Guidance Regarding Individual Choice and Discharge Options

As referenced in a memo that was distributed by Daniel Herr, Deputy Commissioner for Facility Services on September 25, 2019, below is guidance that was developed in consultation with the DBHDS Office of Human Rights. This guidance concerns an individuals' choice as it relates to community based discharge options and continuing inpatient hospitalization.

This guidance is based upon the following primary considerations.

- Human Rights:
  - It is a violation of an individual's right to remain in the state's most restrictive setting, i.e., state hospital, when a more integrated and less restrictive level of care is available and addresses the individual's risks and treatment needs;
  - An individual does not have a right for the state to provide multiple alternatives when there is an existing clinically appropriate option currently available ; and
  - The individual does not have a right to remain in the hospital once a community based option is made available.
  
- Patient Care and Safety: Given the state hospital census crisis, the impact of overcrowding and high case-loads for patient and staff safety, quality of care, and potential for delayed admissions for individuals in the community, state hospitals have an affirmative obligation to provide treatment focused on rapid discharge. An individual in a state hospital does not have the choice of waiting for a "more ideal" community alternative when another clinically appropriate option is available.

### Guidance

Once an individual is clinically ready for discharge, and services and a placement are available to meet their community needs, DBHDS expects that the individual will be discharged to that placement as expeditiously as possible.

If an individual requires funding support through DAP, the CSB and state hospital must first refer the individual to any appropriate DBHDS contracted placement, such as a group home or assisted living facility. DAP funds for alternative placements will not be available to the individual if existing funded resources are available and appropriate.

When appropriate services and housing have been identified, the individual should promptly be scheduled for discharge. If the individual wishes to make alternative arrangements, the individual must make those arrangements prior to discharge, or make their preferred arrangements from the community setting post discharge. The individual may not delay their discharge for the purpose of putting preferred arrangements into place.



## DAP SECURE MEMORY CARE JUSTIFICATION

Instructions:

With the assistance of the state hospital social worker, complete to determine patient's need for secure memory care.

**Patient Name:** Click or tap here to enter text.

<b>SECURE MEMORY CARE NEEDS</b>	
Has this individual been diagnosed with Major Neurocognitive Disorder (dementia)? If yes, please list specific diagnosis: Click or tap here to enter text.	<b>Choose an item.</b>
What is this individual's level of mobility? Does this individual require equipment in order to ambulate? If yes, explain Click or tap here to enter text.	<b>Choose an item.</b>
Has this individual engaged in exit-seeking behaviors on a consistent basis while hospitalized? If yes, explain Click or tap here to enter text.	<b>Choose an item.</b>
Can the individual be supported safely to a less restrictive setting with a monitoring device such as project lifesaver or wander guard? Click or tap here to enter text.	<b>Choose an item.</b>
Is this individual currently formally identified by the state hospital as an elopement risk? Click or tap here to enter text.	<b>Choose an item.</b>
Please provide a justification as to why a secure (locked) facility is the least restrictive setting appropriate for this individual's discharge from the state hospital: Click or tap here to enter text.	<b>Choose an item.</b>

CSB DAP Coordinator Signature \_\_\_\_\_

Date \_\_\_\_\_

Revised 3/2020

## **OUT OF CATCHMENT REFERRAL INSTRUCTIONS**

The out of catchment referral is to be used when individuals are being discharged from the state hospital to a catchment area that is outside of the originating CSB's area. The form is utilized to provide information about the individual, as a referral for needed services, and notification for emergency services.

The form has two parts: notification and referral.

For individuals residing short term in another catchment area, or individuals not engaged in CSB services:

- **Please complete page 1- Notification-** This page provides necessary information for CSBs to be aware of individuals discharging from state facilities who are temporarily in another catchment area, or individuals discharging to a catchment area that will not be referred to CSB services.

For individuals being placed in another catchment who will require CSB services AND/OR have a DAP plan for services in another catchment area:

- **Please complete the entire referral form**
- **Please provide documentation including any EHR face sheet and most recent assessments. Additionally, at discharge, please provide the hospital discharge information to the accepting CSB.**

**If the individual has a DAP plan, please be sure to submit the narrative and IDAPP to the accepting CSB and the regional manager.**



**OUT OF CATCHMENT NOTIFICATION/REFERRAL FORM**

Notification Only (Page 1)     Full Referral (Pages 1-3; for individuals who will be referred for services)

Patient Name:

Last 4 of SS#:

DOB:

State Hospital:

Admission Date:

Primary Diagnosis:

Anticipated Discharge Date:     Next Treatment Team Date:

Social Worker:                      Phone Number:

Current CSB:

    Name of Contact:

    Phone:

    Email:

CSB of Discharge Residence:

    Name of Contact:

    Phone:

    Email:

Discharge Address:

Type of Residence:

Phone Number:

Contact at Residence (if applicable):

Does this individual have a legal guardian or POA?

(If yes, please list below under "Emergency Contact")

Emergency contact:

Address:

Phone:

Does this individual have a conservator or payee?

Name:

Address:

Phone:

Will this individual be referred for any services at CSB of discharge residence?

***(If yes, please complete the remaining pages of this form.)***

I. **Previous Housing** – Please list the individual’s housing prior to admission to the state hospital:

Type of Housing:

Name of Residence (if applicable):

Reason Not Returning:

II. **Entitlements and Funding Sources**

SSI/SSA Amount:

SSDI Amount:

Medicaid List # and Type:

Medicare List # and Type:

DD Waiver Choose an item.

Auxiliary Grant Local DSS office where application sent:

SNAP

VA Benefits Click or tap here to enter text.

Private Insurance List Type and #:

Other:

III. **DAP**

Type: Choose an item.

Reason Needed:

IV. **Community Support** – What type of community-based services will be required?

Case Management

PACT/ICT

Mental Health Skill Building

Psychosocial Rehabilitation

Employment Services:

Substance Use Services:

Outpatient Services:

Other:

DAP Monitoring

V. **Legal Status**

Does individual have a valid ID? Choose an item.

Does the patient have any existing/pending criminal charges or court dates? Choose an item.

List Charges:

Court:

Court Date(s):

Is the individual NGRI? Choose an item. If yes please follow NGRI protocols.

VI. **Safety and Support Plan/Crisis Plan Initiated?** - Choose an item.

*(If Yes, please attach)*

VII. **Electronic Signature**

Notifying/Referring CSB: \_\_\_\_\_ Date: \_\_\_\_\_

Referral Sent to: Click or tap here to enter text.

Date: Click or tap to enter a date.

Referral Communication Method: Choose an item.

## **FY24 –25 Community Services Performance Contract**

### **Exhibit M: Department of Justice Settlement Agreement Requirements**

The CSB and the Department agrees to comply with the following requirements in the Settlement Agreement for Civil Action No: 3:12cv00059-JAG between the U.S. Department of Justice (DOJ) and the Commonwealth of Virginia, entered in the U. S. District Court for the Eastern District of Virginia on August 23, 2012 [section IX.A, p. 36], and in compliance indicators agreed to by the parties and filed with the Court on January 14, 2020.

Sections identified in text or brackets refer to sections in the agreement requirements that apply to the target population defined in section III.B of the Agreement: individuals with developmental disabilities who currently reside in training centers, (ii) meet criteria for the DD Waiver waiting list, including those currently receiving DD Waiver services, or (iii) reside in a nursing home or an intermediate care facility (ICF).

- 1.) Case Managers or Support Coordinators shall provide anyone interested in accessing DD Waiver Services with a DBHDS provided resource guide that contains information including but not limited to case management eligibility and services, family supports- including the IFSP Funding Program, family and peer supports, and information on the My Life, My Community Website, information on how to access REACH services, and information on where to access general information. [section III.C.2. a-f, p. 1].
- 2.) Case management services, defined in section III.C.5.b, shall be provided to all individuals receiving Medicaid Home and Community-Based Waiver services under the Agreement by case managers or support coordinators who are not directly providing or supervising the provision of Waiver services to those individuals [section III.C.5.c, p. 8].
- 3.) For individuals receiving case management services pursuant to the Agreement, the individual’s case manager or support coordinator shall meet with the individual face-to-face on a regular basis and shall conduct regular visits to the individual’s residence, as dictated by the individual’s needs [section V.F.1, page 26].
  - a. At these face-to-face meetings, the case manager or support coordinator shall: observe the individual and the individual’s environment to assess for previously unidentified risks, injuries, needs, or other changes in status; assess the status of previously identified risks, injuries, needs, or other changes in status; assess whether the individual’s individual support plan (ISP) is being implemented appropriately and remains appropriate for the individual; and ascertain whether supports and services are being implemented consistent with the individual’s strengths and preferences and in the most integrated setting appropriate to the individual’s needs.
  - b. The case manager or support coordinator shall document in the ISP the performance of these observations and assessments and any findings, including any changes in status or significant events that have occurred since the last face-to-face meeting.
  - c. If any of these observations or assessments identifies an unidentified or inadequately addressed risk, injury, need, or change in status, a deficiency in the individual’s support plan or its implementation, or a discrepancy between the implementation of supports and services and the individual’s strengths and preferences, then the case manager or support coordinator shall report and document the issue in accordance with Department policies and regulations, convene the individual’s service planning team to address it, and document its resolution.
- 4.) DBHDS shall develop and make available training for CSB case managers and leadership staff on how to assess change in status and that ISPs are implemented appropriately. DBHDS shall provide a tool with elements for the case managers to utilize during face-to-face visits to assure that changes in status as well as ISP are implemented appropriately and documented.
  - a. CSB shall ensure that all case managers and case management leadership complete the training that helps to explain how to identify change in status and that elements of the ISP are implemented appropriately. The CSB shall deliver the contents of the DBHDS training through support coordinator

## **FY24 –25 Community Services Performance Contract**

### **Exhibit M: Department of Justice Settlement Agreement Requirements**

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.
  
- 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.) 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.) The individual’s case manager or support coordinator shall meet with the individual face-to-face at least every 30 days (including a 10 day grace period but no more than 40 days between visits), and at least one such visit every two month must be in the individual’s place of residence, for any individuals who [section V.F.3, pages 26 and 27]:
  - a. Receive services from providers having conditional or provisional licenses;
  - b. Have more intensive behavioral or medical needs as defined by the Supports Intensity Scale category representing the highest level of risk to individuals
  - c. Have an interruption of service greater than 30 days;
  - d. Encounter the crisis system for a serious crisis or for multiple less serious crises within a three-month period;
  - e. Have transitioned from a training center within the previous 12 months; or
  - f. Reside in congregate settings of five or more individuals. Refer to Enhanced Case Management Criteria Instructions and Guidance issued by the Department.
  
- 8.) Case managers or support coordinators shall give individuals a choice of service providers from which they may receive approved DD Waiver services, present all options of service providers based on the preferences of the individuals, including CSB and non-CSB providers, and document this using the Virginia Informed Choice Form in the waiver management system (WaMS) application. [section III.C.5.c, p. 8]. The CSB SC will complete the Virginia Informed Choice form to document provider and SC choice for Regional Support Team referrals, when changes in any provider, service, or service setting occurs, a new service is requested, the individual is dissatisfied with a service or provider, and no less than annually.
  
- 9.) 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 quarter, 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

## **FY24 –25 Community Services Performance Contract**

### **Exhibit M: Department of Justice Settlement Agreement Requirements**

- 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 2 or more records do not meet 86% compliance for two consecutive quarters, the CSB shall receive technical assistance provided by DBHDS.
- 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.
- 10.) Case managers or support coordinators shall offer education about integrated community options to any individuals living outside of their own or their families’ homes and, if relevant, to their authorized representatives or guardians [section III.D.7, p. 14]. Case managers shall offer this education at least annually and at the following times:
- a. At enrollment in a DD Waiver
  - b. When there is a request for a change in Waiver service provider(s)
  - c. When an individual is dissatisfied with a current Waiver service provider,
  - d. When a new service is requested
  - e. When an individual wants to move to a new location, or
  - f. When a regional support team referral is made as required by the Virginia Informed Choice Form
- 11.) 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]

## **FY24 –25 Community Services Performance Contract**

### **Exhibit M: Department of Justice Settlement Agreement Requirements**

- 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. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.16, 7.20]
- 12.) The CSB shall identify children and adults who are at risk for crisis through the standardized crisis screening tool or through the utilization of the elements contained in the tool at intake, and if the individual is identified as at risk for crisis or hospitalization, shall refer the individual to REACH. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.2]
- 13.) For individuals that receive enhanced case management, the case manager or support coordinator shall utilize the standardized crisis screening tool during monthly visits; for individuals that receive targeted case management, the case manager or support coordinator shall use the standardized crisis screening tool during quarterly visits. Any individual that is identified as at risk for crisis shall be referred to REACH. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.3]
- 14.) 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.
- 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]
- 15.) The CSB shall provide data on implementation of the crisis screening tool as requested by DBHDS when it is determined that an individual with a developmental disability has been hospitalized and has not been referred to the REACH program.
- a. The CSB shall provide to DBHDS upon request copies of the crisis risk assessment tool, or documentation of utilization of the elements contained within the tool during a crisis screening, for quality review purposes to ensure the tool is being implemented as designed and is appropriately identifying people at risk of crisis. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.6]
  - b. DBHDS shall develop a training for the CSB to utilize when training staff on assessing an 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 that are psychiatrically hospitalized that are not known to the REACH program. The CSB shall promptly, but within no more than 5 business days, provide the information requested. [S.A. Provision: III.C.6.b.ii.A Filing references 8.6, 8.7]
- 16.) CSB Case manager shall work with the REACH program to identify a community residence within 30 days of admission to the program including making a referral to RST when the system has been challenged to find an appropriate provider within this timeframe.
- a. a. If a waiver eligible individual is psychiatrically hospitalized, is a guest at a REACH CTH, or is residing at an Adult Transition Home and requires a waiver to obtain a community residence, the

## **FY24 –25 Community Services Performance Contract**

### **Exhibit M: Department of Justice Settlement Agreement Requirements**

CSB shall submit an emergency waiver slot request. [S.A. Provision III.C.6.b.ii.A Filing reference 10.2]

- 17.) 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.
  - f. If the CSB has an individual receiving services in the REACH Crisis Therapeutic Home (CTH) program with no plan for discharge to a community residence and a length of stay that shall soon exceed 30 concurrent days, the CSB Executive Director or his or her designee shall provide a weekly update describing efforts to achieve an appropriate discharge for the individual to the Director of Community Support Services in the Department’s Division of Developmental Services or his/her designee.
  - g. 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.
- 18.) 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.
  - b. CSB case managers shall initiate meaningful employment conversations with individuals starting at the age of 14 until the age of retirement (65).
  - c. CSB case managers shall discuss employment with all individuals, including those with intense medical or behavioral support needs, as part of their ISP planning processes.
  - d. CSB case managers shall document goals for or toward employment for all individuals 18-64 or the specific reasons that employment is not being pursued or considered.
  - e. DBHDS shall create training and tools for case managers regarding meaningful conversation about employment, including for people with complex medical and behavioral support needs. The CSB shall utilize this training with its staff and document its completion.



## **FY24 –25 Community Services Performance Contract**

### **Exhibit M: Department of Justice Settlement Agreement Requirements**

- 19.) 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].
- 20.) 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].
- 21.) 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].
- 22.) 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].
- 23.) 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].
- 24.) In coordination with the Department’s Post Move Monitor, the CSB shall conduct post- move monitoring visits within 30, 60, and 90 days following an individual’s movement from a training center to a community setting [section IV.C.3, p.19]. The CSB shall provide information obtained in these post move monitoring visits to the Department within seven business days after the visit.
- 25.) 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].
- 26.) 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].
- 27.) 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

**F Y 24 – 25 Community Services Performance Contract**

**Exhibit M: Department of Justice Settlement Agreement Requirements**

- 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]

- 28.) CSBs shall participate in the regional quality council established by the Department that is responsible for assessing relevant data, identifying trends, and recommending responsive actions in its region [section V.D.5.a, p. 25].
- 29.) CSB's shall review and provide annual feedback on the Quality Review Team (QRT) End of Year Report.
- 30.) CSBs shall participate in DBHDS initiatives that ensure the reliability and validity of data submitted to the Department. Participation may include reviews of sampled data, the comparison of data across DBHDS and CSB systems, and the involvement of operational staff to include information technology. Meeting frequency shall be semi-annually, but not more than monthly depending on the support needed.
- 31.) CSBs shall provide access to the Independent Reviewer to assess compliance with this Agreement. The Independent Reviewer shall exercise his access in a manner that is reasonable and not unduly burdensome to the operation of the CSB and that has minimal impact on programs or services to individuals receiving services under the Agreement [section VI.H, p. 30 and 31]
- 32.) CSBs shall participate with the Department and any third party vendors in the implementation of the National Core Indicators (NCI) Surveys and Quality Service Reviews (QSRs) for selected individuals receiving services under the Agreement. This includes informing individuals and authorized representatives about their selection for participation in the NCI individual surveys or QSRs; providing the access and information requested by the vendor, including health records, in a timely manner; assisting with any individual specific follow up activities; and completing NCI surveys [section V.I, p. 28].
  - a. During FY22 the QSR process will be accelerated and will require the CSB to fully participate in the completion of QSR implementation twice during a nine-month period. This will ensure that the Commonwealth can show a complete improvement cycle intended by the QSR process by June 30, 2022. The attached GANTT details the schedule for the QSR reviews of 100% of providers, including support coordinators, for two review cycles.
- 33.) The CSB shall notify the community resource consultant (CRC) and regional support team (RST) in the following circumstances using the [RST referral form in the waiver management system \(WaMS\) application](#) to enable the RST to monitor, track, and trend community integration and challenges that require further system development:
  - a. within five calendar days of an individual being presented with any of the following residential options: an ICF, a nursing facility, a training center, or a group home/congregate setting with a licensed capacity of five beds or more;
  - b. if the CSB is having difficulty finding services within 30 calendar days after the individual's enrollment in the waiver; or
  - c. immediately when an individual is displaced from his or her residential placement for a second time [sections III.D.6 and III.E, p. 14].
- 34.) DBHDS shall provide data to CSBs on their compliance with the RST referral and implementation process.
  - a. DBHDS shall provide information quarterly to the CSB on individuals who chose less integrated options due to the absence of something more integrated at the time of the RST review and semi-annually
  - b. DBHDS shall notify CSBs of new providers of more integrated services so that individuals who had to choose less integrated options can be made aware of these new services and supports.
  - c. CSBs shall offer more integrated options when identified by the CSB or provided by DBHDS.

**Exhibit M: Department of Justice Settlement Agreement Requirements**

- 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. The Department encourages the CSB to provide the Independent Reviewer with access to its services and records and to individuals receiving services from the CSB; however, access shall be given at the sole discretion of the CSB [section VI.G, p. 31].
- 36.) Developmental Case Management Services
- a. Case managers or support coordinators employed or contracted by the CSB shall meet the knowledge, skills, and abilities qualifications in the Case Management Licensing Regulations, 12 VAC 35-105-1250. During its inspections, the Department's Licensing Office may verify compliance as it reviews personnel records.
  - b. Reviews of the individual support plan (ISP), including necessary assessment updates, shall be conducted with the individual quarterly or every 90 days and include modifications in the ISP when the individual's status or needs and desires change.
  - c. During its inspections, the Department's Licensing Office may verify this as it reviews the ISPs including those from a sample identified by the CSB of individuals who discontinued case management services.
  - d. The CSB shall ensure that all information about each individual, including the ISP and VIDES, is imported from the CSB's electronic health record (EHR) to the Department prior to the effective date of the ISP through an electronic exchange mechanism mutually agreed upon by the CSB and the Department into the electronic waiver management system (WaMS). CSBs must continue to provide the information to provider agencies in a timely manner to prevent any interruption in an individual's services.
  - e. If the CSB is unable to submit via the data exchange process, it shall enter this data directly through WaMS, when the individual is entered the first time for services, or when his or her living situation changes, her or his ISP is reviewed annually, or whenever changes occur, including the individual's Race and the following information:
 

<ol style="list-style-type: none"> <li>i. full name</li> <li>ii. social security number</li> <li>iii. Medicaid number</li> <li>iv. CSB unique identifier</li> <li>v. current physical residence address</li> <li>vi. living situation (e.g., group home</li> <li>vii. family home, or own home)</li> </ol>	<ol style="list-style-type: none"> <li>viii. level of care information</li> <li>ix. change in status</li> <li>x. terminations</li> <li>xi. transfers</li> <li>xii. waiting list information</li> <li>xiii. bed capacity of the group home if that is chosen</li> <li>xiv. Current support coordinator's name</li> </ol>
--	---
  - f. Case managers or support coordinators and other CSB staff shall comply with the SIS<sup>®</sup> Administration Process and any changes in the process within 30 calendar days of notification of the changes.
  - g. Case managers or support coordinators shall notify the Department's service authorization staff that an individual has been terminated from all DD waiver services within 10 business days of termination.
  - h. Case managers or support coordinators shall assist with initiating services within 30 calendar days of waiver enrollment and shall submit Request to Retain Slot forms as required by the Department. All written denial notifications to the individual, and family/caregiver, as appropriate, shall be accompanied by the standard appeal rights (12VAC30-110).

## Exhibit M: Department of Justice Settlement Agreement Requirements

- 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 and slot assignment process and implement any 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.

**FY24-25 Community Services Performance Contract  
Addendum I  
Administrative Requirements and Processes and Procedures**

**Table of Contents**

- I. Background..... 2
- II. CSB Requirements ..... 2
  - A. Financial Management Requirements, Policies, and Procedures..... 2
  - B. Procurement Requirements, Policies, and Procedures ..... 3
  - C. Reimbursement Requirements, Policies, and Procedures ..... 3
  - D. Human Resource Management Requirements, Policies, and Procedures ..... 4
  - E. Comprehensive State Planning ..... 5
  - F. Interagency Relationships ..... 5
- III. The Department Requirements ..... 6
  - A. Comprehensive State Planning ..... 6
  - B. Administrative Fee..... 6
  - C. Department Review..... 6
  - D. Complaint Follow-up ..... 6
  - E. Information Technology ..... 6
- Appendix A: CSB and Board of Directors Organization and Operations ..... 7
  - A. CSB Organization ..... 7
  - B. Board Bylaws..... 7
  - C. CSB Name/Appointment Changes..... 7
  - D. BOD Member Job Description ..... 7
  - E. BOD Member Training..... 7
  - F. BOD Policies ..... 7
  - G. FOIA Compliance..... 7
  - H. Meeting Frequency ..... 7
  - I. Reporting Fraud ..... 8
  - J. Employment of a CSB Executive Director or Behavioral Health Authority (BHA) Chief Executive Officer (CEO) Position ..... 8
- Appendix B: Disaster Response and Emergency Service Preparedness Requirements ..... 9
- Appendix C: Unspent Balances Principles and Procedures..... 10
- Appendix D: User Acceptance Testing Process ..... 13
- Appendix E: INTENTIONALLY LEFT BLANK FOR FUTURE USE..... 15

**FY24-25 Community Services Performance Contract  
Addendum I  
Administrative Requirements and Processes and Procedures**

**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.
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.



## FY24-25 Community Services Performance Contract

### Addendum I

#### Administrative Requirements and Processes and Procedures

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 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

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.

**FY24-25 Community Services Performance Contract  
Addendum I  
Administrative Requirements and Processes and Procedures**

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;
  - r) HIPAA compliance and privacy protection;
  - s) compliance with the Americans with Disabilities Act;
  - t) compliance with Immigration Reform and Control Act of 1986;
  - u) conflicts of interests and compliance with the Conflict of Interests Act;
  - v) compliance with Fair Labor Standards Act, including exempt status, overtime, and compensatory leave;
  - w) drug-free workplace and drug testing;
  - x) maintenance of a positive and respectful workplace environment;
  - y) prevention of sexual harassment;
  - z) prevention of workplace violence;
  - aa) whistleblower protections;
  - bb) smoking;
  - cc) computer, internet, email, and other electronic equipment usage;
  - dd) progressive discipline (standards of conduct);
  - ee) employee performance evaluation;
  - ff) employee grievances;
  - gg) travel reimbursement and on-the-job expenses;
  - hh) employee to executive director and board of directors contact protocol; and
  - ii) communication with stakeholders, media, and government officials.

**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.



**FY24-25 Community Services Performance Contract  
Addendum I  
Administrative Requirements and Processes and Procedures**

**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 effect the provisions of the Comprehensive Services Act for At-Risk Youth and Families (§ 2.2-5200 through § 2.2-5214 of the Code of Virginia) that relate to services that it provides. Nothing in this provision shall be construed as requiring the CSB to provide services related to this act in the absence of sufficient funds and interagency agreements.

**FY24-25 Community Services Performance Contract  
Addendum I  
Administrative Requirements and Processes and Procedures**

**III. The Department Requirements**

**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.
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.

**FY24-25 Community Services Performance Contract  
Addendum I  
Administrative Requirements and Processes and Procedures**

**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 maintain 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 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.

**FY24-25 Community Services Performance Contract  
Addendum I  
Administrative Requirements and Processes and Procedures**

**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).
3. Additional guidance is provided in the technical manual (TM) provided by the Department.

**Department of Behavioral and Developmental Services and Community Services Board  
Addendum I**

**FY2022 – FY2023: Administrative Requirements and Processes and Procedures**

**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.

**Department of Behavioral and Developmental Services and Community Services Board  
Addendum I**

**FY2022 – FY2023: Administrative Requirements and Processes and Procedures**

**Appendix C: Unspent Balances Principles and Procedures**

**A. Unspent Balances Principles and Procedures**

1. **CSB Unspent Federal Funds:** Federal funds remaining unspent beyond the period of performance for which the funds were granted shall be returned to the Department at the end of the funding period in which they were allocated pursuant to the timeline and closeout process outlined in section III of Exhibit F exception in circumstances in which the expenditure of federal funds for allowable unliquidated obligations within appropriate unliquidated obligation spend-down periods as outlined in Exhibit F.
2. **CSB Allocations of State Funds:** Given provisions in State Board Policy 6005 and § 37.2-509 or § 37.2-611 of the Code of Virginia, the Department shall allocate funds in Grants to Localities in the Appropriation Act without applying estimated year-end balances of unspent state funds to the next year's awards to CSBs.
3. **Calculation of Balances:** In order to identify the correct amounts of unspent state fund balances, the Department shall continue to calculate unspent balances for all types of funds sources, except for federal grants.
4. The Department shall calculate balances for restricted and unrestricted state funds, local matching funds, and fees; based on the end of the fiscal year Community Automated Reporting System (CARS) reports submitted by all CSBs no later than the deadline in Exhibit E of the performance contract. The Department shall continue to communicate information about individual balances to each CSB.
5. **Unspent Balances for Regional Programs:** While all unspent balances exist in CSB financial management systems, unspent balances for a regional program may be handled by the fiscal agent and CSBs participating in the regional program as they decide for purposes allowable for the regional program. All participating CSBs must review and approve how these balances are handled and the agreed upon uses must fall within the allowable uses for any restricted regional programs. Balances for regional programs may be prorated to each participating CSB for its own locally determined uses or allocated to a CSB or CSBs for regionally approved uses, or the CSB that functions as the regional program's fiscal agent may retain and expend the funds for purposes determined by all of the participating CSBs. Procedures for handling regional program balances of unspent funds should be included in the regional program memorandum of agreement for the program among the participating CSBs, and those procedures must be consistent with the principles and procedures in this Appendix and the applicable provisions of the current performance contract.
6. **Allowable Uses of Unspent State Fund Balances:** Consistent with the intent of the Grants to Localities item in the Appropriation Act and § 37.2-500 or § 37.2-601 of the Code of Virginia, CSBs may use unspent balances of state funds only for mental health, developmental, and substance use disorder services purposes. Any other uses of unspent state fund balances are not acceptable and are a violation of the CSB's performance contract with the Department.
7. **Collective Uses of Unspent Balances:** A group of CSBs may pool amounts of their unspent balances to address one-time issues or needs that are addressed more effectively or efficiently on a collective basis. Any pooled restricted funds must be used in accordance with the terms of the restriction. The use of these pooled unspent balances shall be consistent with the principles and procedures in this Appendix.

- B. Reserve Funds:** A CSB shall place all unspent balances of unrestricted and restricted state funds that it has accumulated from previous fiscal years in a separate reserve fund. CSBs shall identify and account separately for unspent balances of each type of restricted state funds from previous fiscal years in the

**Department of Behavioral and Developmental Services and Community Services Board  
Addendum I**

**FY2022 – FY2023: Administrative Requirements and Processes and Procedures**

reserve fund. The CSB shall use this reserve fund only for mental health, developmental, and substance use disorder services purposes, as specified in these principles and procedures or by the Department.

1. Reserve funds must not be established using current fiscal year funds, which are appropriated, granted, and disbursed for the provision of services in that fiscal year. This is particularly relevant for funds restricted by funding sources such as the General Assembly, since these funds cannot be used for another purpose. Transferring current fiscal year state funds into a reserve fund or otherwise intentionally not expending them solely for the purpose of accumulating unspent state funds to create or increase a reserve fund is a violation of the legislative intent of the Appropriation Act and is prohibited.
2. **Size of Reserve Funds:** The maximum acceptable amount of unspent state fund balances that a CSB may accumulate in a reserve fund shall be equal to 50 percent of the amount of all state funds received from the Department during the current fiscal year up to a maximum of \$7 million. If this amount of all state funds is less than 50 percent of the total amount of state funds received by the CSB during any one of the preceding five fiscal years, then 50 percent of that larger amount shall constitute the acceptable maximum amount of unspent state fund balances that may be accumulated in a reserve account.
  - a. If a CSB has accumulated more than this amount, it must expend enough of those reserve funds on allowable uses for mental health, developmental, or substance use disorder services purposes to reduce the amount of accumulated state fund balances to less than 50 percent of the amount of all state funds received from the Department during the current fiscal year.
  - b. In calculating the amount of acceptable accumulated state fund balances, amounts of long term capital obligations incurred by a CSB shall be excluded from the calculation. If a CSB has a plan approved by its CSB board and reviewed and approved in advance by the Department to reserve a portion of accumulated balances toward an identified future capital expense such as the purchase, construction, renovation, or replacement of land or buildings used to provide mental health, developmental, or substance use disorder services; purchase or replacement of other capital equipment, including facility-related machinery or equipment; or purchase of information system equipment or software, the reserved amounts of state funds shall be excluded from the maximum acceptable amount of unspent state fund balances.

**C. Effective Period of Restrictions on State General Funds**

1. Allowable uses of state funds for identified purposes (restricted funds) remain restricted as originally appropriated. After the end of the biennium in which the restricted funds were disbursed to CSB, any unexpended balances of those state funds shall be identified and shall remain restricted for permissible purposes unless the CSB submits and receives approval of a request to unrestrict these funds, in writing, to the Office of Management Services in the Department. Approvals may be granted for unrestricting funds to be used within the same category (MH, SA, DD).
2. The Department may request an accounting of the total amount of accumulated unexpended restricted state funds per funding source. If necessary, the Department may direct the CSBs to repurpose the use of those funds or the Department may re-allocate those funds amongst other CSBs based on need.

**D. Performance Contract Exhibit A Documentation**

1. All uses of unspent balances of state funds shall be documented in the CSB's performance contract for the year in which the unspent balances are expended. If the balances will be used to support operational costs, the funds shall be shown as state retained earnings in the performance contract and in the CARS mid-year report, if the expense occurs in the first two quarters, and in the end of the fiscal year CARS report.

**Department of Behavioral and Developmental Services and Community Services Board  
Addendum I**

**FY2022 – FY2023: Administrative Requirements and Processes and Procedures**

2. If the balances will be used for major capital expenses, such as the purchase, construction, major renovation, or replacement of land or buildings used to provide mental health, developmental, or substance use disorder services or the CSB's management and administrative operations or the purchase or replacement of information system equipment, these costs shall be shown as state retained earnings and shall be described separately on the Financial Comments page (AF-2) of the performance contract and the CARS reports.
3. Balances used for major capital expenses shall be included in appropriate lines as applicable but shall not be included in the service costs shown in the performance contract or CARS reports because these expenses would distort the ongoing costs of the services in which the major capital expenses would be included. Differences between the financial and service costs related to the inclusion of unspent balances as retained earnings for major capital expenses shall be explained on the Reconciliation of Financial Report and Core Services Costs by Program Area page. However, depreciation of those capital assets can be included in service costs.
4. In either case, for each separate use of unspent balances of state funds, the amount expended and the category from those listed in the expenditure shall be shown on the Financial Comments page of the CARS report. The amount of unspent balances must be shown along with the specific sources of those balances, such as unrestricted state funds or particular restricted state funds. Uses of unspent balances of state funds shall be reviewed and approved by the Department in accordance with the principles and procedures in this document and the Performance Contract Process in Exhibit E of the performance contract.
5. CSBs may maintain their accounting records on a cash or accrual basis for day-to-day accounting and financial management purposes; however its CARS reporting must be in compliance with Generally Accepted Accounting Principles (GAAP). CSBs may submit CARS reports to the Department on a cash or modified accrual basis, but they must report on a consistent basis; and the CARS reports must include all funds contained in the performance contract that are received by the CSB during the reporting period.

**E. Department Review of Unspent Balances**

In exercising its stewardship responsibility to ensure the most effective, prudent, and accountable uses of state funds, the Department may require CSBs to report amounts of unexpended state funds from previous fiscal years. The Department also may withhold current fiscal year disbursements of state funds from a CSB if amounts of unexpended state funds for the same purposes in the CSB's reserve account exceed the limits in this document. This action would not affect the allocation of those state funds in the following fiscal year. The Department also may review available unspent balances of state funds with a CSB that exhibits a persistent pattern of providing lower levels of services while generating significant balances of unspent state funds, and the Department may take actions authorized by State Board Policy 6005 to address this situation. Finally, the Department may establish other requirements in collaboration with CSBs for the identification, use, reporting, or redistribution of unexpended balances of state funds.



**Department of Behavioral and Developmental Services and Community Services Board  
Addendum I**

**FY2022 AND 2023: Administrative Requirements and Processes and Procedures**

**Appendix D: User Acceptance Testing Process**

- A. User acceptance testing (UAT) is testing used to validate an application against the business requirements. It also provides the opportunity for the end user/client to determine if the application is acceptable or not. UAT is the last step in ensuring that the application is performing as expected and to minimize any future undue costs caused by unexpected errors and decreased data veracity.
- B. By the time an application has reached the UAT process, the code is expected to work as determined in the business requirements. Unpredictability is one of the least desirable outcomes of using any application. Several factors make UAT necessary for any software development or modification project, especially for complex applications like CCS 3 or the Waiver Management System (WaMS) that interface with many IT vendor-supplied data files and are used by many different end users in different ways.
- C. In the UAT process, end users test the business functionality of the application to determine if it can support day-to-day business practices and user case scenarios. 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 CCS 3, WaMS, or other applications that involve the addition of new data elements or reporting requirements or other functions that would require significant work by CSB IT staff and vendors.
- D. Major changes in complex systems such as CCS or WaMS shall occur only once per year at the start of the fiscal year and in accordance with the testing process below. Critical and unexpected changes may occur outside of this annual process for business applications, 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 and the VACSB DMC. (Virginia Community Service Board Data Management Committee).
- E. Minor releases of CCS 3 or other applications will utilize shorter processes that will require a modification to the established UAT process. Minor releases can be described as small modifications of the application and that does not involve collecting new data elements. For example, bug fixes or correcting vendor or CSB names or adding values in existing look up tables may start at D-35.

**Department of Behavioral and Developmental Services and Community Services Board  
Addendum I**

**FY2022 AND 2023: Administrative Requirements and Processes and Procedures**

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

*\*Time Frame is based on calendar days*

<b>Department and CSB User Acceptance Testing Process</b>	
<b>Time Frame</b>	<b>Action</b>
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 (e.g., August 31 for CCS 3 monthly submissions and July 1 for WaMS).

**Department of Behavioral and Developmental Services and Community Services Board  
Addendum I  
FY2022 and FY2023: Administrative Requirements and Processes and Procedures**

**Appendix E: INTENTIONALLY LEFT BLANK FOR FUTURE USE**

**Addendum II FY2024-25: Central Office, State Facility, and Community Services  
Board Partnership Agreement**

**Table of Contents**

Section 1: Purpose..... 2

Section 2: Roles and Responsibilities ..... 2

    A. Central Office..... 2

    B. Community Services Boards ..... 3

    C. State Facilities ..... 3

Section 3: Vision and Core Values ..... 4

    A. Vision Statement ..... 4

    B. Core Values ..... 4

Section 4: Indicators Reflecting Core Values ..... 5

Section 5: Advancing the Vision ..... 5

Section 6: Critical Success Factors ..... 5

Section 7: Accountability..... 6

Section 8: Involvement and Participation of Individuals Receiving Services and Their Family Members..... 6

Section 9: Communication..... 6

Section 10: Quality Improvement ..... 7

Section 11: Reviews, Consultation, and Technical Assistance..... 7

Section 12: Revision ..... 7

Section 13: Relationship to the Community Services Performance Contract..... 7

## **Addendum II FY2022-23: Central Office, State Facility, and Community Services Board Partnership Agreement**

### **Section 1: Purpose**

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

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

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

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

### **Section 2: Roles and Responsibilities**

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

#### **A. Central Office**

1. Ensures through distribution of available state and federal funding that an individually focused and community-based system of care, supported by community and state facility resources, exists for the delivery of publicly funded services and supports to individuals with mental health or substance use disorders or developmental disabilities.
2. Promotes the public mental health, developmental, and substance use disorder service delivery system (including the Central Office) quality improvement efforts that focus on individual outcome and provider performance measures designed to enhance service quality, accessibility, and availability, and provides assistance to the greatest extent practicable with Department-initiated surveys and data requests.
3. Supports and encourages the maximum involvement to ensure that services are not imposed on individuals receiving services. The receiver of services should be an active participant in the planning, delivery, and documentation of services whenever practical participation of individuals receiving services and family members

## **Addendum II FY2022-23: Central Office, State Facility, and Community Services Board Partnership Agreement**

of individuals receiving services in policy formulation and services planning, delivery, monitoring, and evaluation.

4. Ensures fiscal accountability that is required in applicable provisions of the Code, relevant state and federal regulations, and policies of the State Board.
5. Promotes identification of state-of-the-art, best or promising practice, or evidence-based programming and resources that exist as models for consideration by other partners.
6. Seeks opportunities to affect regulatory, policy, funding, and other decisions made by the Governor, the Secretary of Health and Human Resources, the General Assembly, the Department of Medical Assistance Services and other state agencies, and federal agencies that interact with or affect the other partners.
7. Encourages and facilitates state interagency collaboration and cooperation to meet the service needs of individuals and to identify and address statewide interagency issues that affect or support an effective system of care.
8. Serves as the single point of accountability to the Governor and the General Assembly for the public system of mental health, developmental, and substance use disorder services.
9. Problem solves and collaborates with a CSB and state facility together on a complex or difficult situation involving an individual who is receiving services when the CSB and state facility have not been able to resolve the situation successfully at their level.

### **B. Community Services Boards**

1. Pursuant to § 37.2-500 and 37.2-600 of the Code and State Board Policy 1035, serve as the single points of entry into the publicly funded system of individually focused and community-based services and supports for individuals with mental health or substance use disorders or developmental disabilities, including individuals with co-occurring disorders in accordance with State Board Policy 1015.
2. Serve as the local points of accountability for the public mental health, developmental, and substance use disorder service delivery system.
3. To the fullest extent that resources allow, promote the delivery of community-based services that address the specific needs of individuals, particularly those with complex needs, with a focus on service quality, accessibility, integration, and availability and on self-determination, empowerment, and recovery.
4. Support and encourage the maximum involvement and participation of individuals receiving services and family members of individuals receiving services in policy formulation and services planning, delivery, monitoring, and evaluation.
5. Establish services and linkages that promote seamless and efficient transitions of individuals between state facility and community services.
6. Promote sharing of program knowledge and skills with other partners to identify models of service delivery that have demonstrated positive outcomes for individuals receiving services.
7. Problem-solve and collaborate with state facilities on complex or difficult situations involving individuals receiving services.
8. Encourage and facilitate local interagency collaboration and cooperation to meet the other services and supports needs, including employment and stable housing, of individuals receiving services.

### **C. State Facilities**

1. Provide psychiatric hospitalization and other services to individuals identified by CSBs as meeting statutory requirements for admission in § 37.2-817 of the Code and criteria in the Continuity of Care Procedures in the

## **Addendum II FY2022-23: Central Office, State Facility, and Community Services Board Partnership Agreement**

CSB Administrative Requirements, including the development of specific capabilities to meet the needs of individuals with co-occurring mental health and substance use disorders in accordance with State Board Policy 1015.

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

### **Section 3: Vision and Core Values**

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

#### **A. Vision Statement**

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

#### **B. Core Values**

1. Underpinning the vision are the core values of accountability, responsiveness, accessibility and localized solution meaning:
2. The Central Office, state facilities, and CSBs are working in partnership; we hold each other accountable for adhering to our core values.
3. As partners, we will focus on fostering a culture of responsiveness and striving for continuous quality improvement.
4. All services should be designed to be welcoming, accessible, and capable of providing interventions properly matched to the needs of individuals with co-occurring disorders.

## **Addendum II FY2022-23: Central Office, State Facility, and Community Services Board Partnership Agreement**

5. As partners, we will make decisions and resolve problems at the level closest to the issue or situation whenever possible.

### **Section 4: Indicators Reflecting Core Values**

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

### **Section 5: Advancing the Vision**

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

1. **Recovery:** The partners agree, to the greatest extent possible, to:
  - a. provide more opportunities for individuals receiving services to be involved in decision making,
  - b. increase recovery-oriented, peer-provided, and consumer-run services,
  - c. educate staff and individuals receiving services about recovery, and
  - d. assess and increase the recovery orientation of CSBs, the Central Office, and state hospitals.
2. **Integrated Services:** The partners agree to advance the values and principles in the Charter Agreement signed by the CSB and the Central Office and to increase effective screening and assessment of individuals for co-occurring disorders to the greatest extent possible.
3. **Person-Centered Planning:** The partners agree to promote awareness of the principles of person-centered planning, disseminate and share information about person-centered planning, and participate on work groups focused on implementing person-centered planning.

### **Section 6: Critical Success Factors**

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

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



## **Addendum II FY2022-23: Central Office, State Facility, and Community Services Board Partnership Agreement**

6. Effective service delivery and utilization management assures that individuals and their families receive services and supports that are appropriate to their needs.
7. Mental health, developmental, and substance use disorder services and supports meet the highest standards of quality and accountability.

### **Section 7: Accountability**

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

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

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

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

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

### **Section 9: Communication**

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

## **Addendum II FY2022-23: Central Office, State Facility, and Community Services Board Partnership Agreement**

### **Section 10: Quality Improvement**

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

### **Section 11: Reviews, Consultation, and Technical Assistance**

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

### **Section 12: Revision**

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

### **Section 13: Relationship to the Community Services Performance Contract**

This partnership agreement by agreement of the parties is hereby incorporated into and made a part of the current community services performance contract by reference.

## **Core Services Taxonomy 7.3**

**Effective July 1, 2014 for FY 2015 and  
Subsequent Fiscal Years Until Superseded.**

**June 30, 2014**

## Core Services Taxonomy 7.3

### Table of Contents

Introduction . . . . .	2
Types of Community Services Boards (CSBs) . . . . .	4
Core Services Definitions: Categories and Subcategories of Services. . . . .	5
Emergency and Ancillary Services . . . . .	5
Emergency Services . . . . .	5
Ancillary Services. . . . .	6
Consumer-Run Services . . . . .	7
Services Available at Admission to a Program Area . . . . .	7
Inpatient Services . . . . .	7
Outpatient Services . . . . .	8
Case Management Services . . . . .	9
Day Support Services . . . . .	10
Employment Services. . . . .	11
Residential Services . . . . .	12
Prevention Services. . . . .	14
Infant and Toddler Services . . . . .	15
Community Consumer Submission (CCS) Consumer Designation Codes . . . . .	16
Core Services Category and Subcategory Matrix . . . . .	19
Core Services Definitions: Units of Service, Static Capacities, Individuals Receiving Services . . . . .	21
Inpatient Core Service and State Facility Cost Centers Crosswalk . . . . .	24
Performance Contract Definitions . . . . .	25
Appendix A: Diagnostic Checklists . . . . .	32
Serious Mental Illness Criteria Checklist . . . . .	32
Serious Emotional Disturbance Criteria Checklist . . . . .	33
At-Risk for Serious Emotional Disturbance Criteria Checklist . . . . .	33
Appendix B: Core Services Taxonomy and Medicaid ID HCB Waiver Service Crosswalk. . . . .	34
Appendix C: Retired Core Services Service Codes. . . . .	36
Appendix D: Reserved for Future Use. . . . .	36
Appendix E: Regional Program Operating Principles. . . . .	37
Appendix F: Regional Program Procedures . . . . .	46
Appendix G: Core Services Work Group Commentary . . . . .	52
Appendix H: REACH Services Crosswalk and Reporting Requirements . . . . .	53

## Core Services Taxonomy 7.3

### Introduction

The idea of core services emerged from the General Assembly's Commission on Mental Health and Mental Retardation, chaired by Richard M. Bagley, in 1980. The first list of core services, developed in response to a Commission recommendation, contained five categories of services: emergency, inpatient, outpatient and day support, residential, and prevention and early intervention. The State Board of Behavioral Health and Developmental Services (State Board) approved the original core services definitions in 1981. The General Assembly accepted general definitions of these services and amended § 37.1-194 of the Code of Virginia in 1984 to list the services, requiring the provision of only emergency services. In 1998, the legislature required the provision of case management services, subject to the availability of funds appropriated for them.

The initial description of core services established a useful conceptual framework for Virginia's network of community services board (CSB) and state hospital and training center (state facility) services. However, this description was too general and not sufficiently quantifiable for meaningful data collection and analysis. The initiation of performance contracting in Fiscal Year (FY) 1985 revealed the need for detailed, consistent, and measurable information about services and individuals receiving services. Experience with the first round of contracts reinforced the need for core services definitions that were sufficiently differentiated to reflect the variety of programs and services and yet were general enough to encompass the broad diversity of service modalities and the need for basic, quantified data about services, collected and reported uniformly.

The Virginia Department of Behavioral Health and Developmental Services (Department) and the Virginia Association of Community Services Boards (VACSB) developed the first core services taxonomy, a classification and definition of services, in 1985 to address these needs. The original version of the taxonomy was used with the FY 1986 and 1987 community services performance contracts. State Board Policy 1021 (SYS) 87-9 on core services, adopted in 1987, states that the current version of the taxonomy shall be used to classify, describe, and measure the services delivered directly or through contracts with other providers by all CSBs and state facilities. The Department and the VACSB have revised the core services taxonomy seven times since 1985.

Core Services Taxonomy 7, used in FY 2006 and 2007, added a new core services category, limited services, separated outpatient and case management services into two categories to provide more visibility for case management services, and split day support services into day support services and employment services to reflect the clear differences between them. The limited services category allowed CSBs to capture less information about services that are typically low intensity, infrequent, or short-term (e.g., less than 30 days or four to eight sessions in duration) services. As a result, Taxonomy 7 had nine categories of core services: emergency, inpatient, outpatient, case management, day support, employment, residential, prevention and early intervention, and limited services.

Core Services Taxonomy 7.1, used in FY 2008 and 2009, incorporated changes in the Community Consumer Submission 3 (CCS 3), the new admission and discharge paradigm, and new system transformation initiative services. It reordered core services categories to reflect the new paradigm. Some services were grouped under services available outside of a program area (SAOPA), but most were under services available at admission to a program area. It added a tenth core services category, consumer-run services, and two subcategories, ambulatory crisis stabilization services and residential crisis stabilization services, and separated prevention and infant and toddler intervention into separate categories.

### Core Services Taxonomy 7.3

Core Services Taxonomy 7.2, used in FY 2010 through FY 2014, incorporated two new concepts: service subtype, used only for emergency and case management services, and service location to provide more specific information about core services; these changes are reflected in the CCS. It replaced consumer with individual or individual receiving services unless the context requires the use of consumer (e.g., the CCS). It retained infant and toddler services for descriptive purposes only. Information about these services is collected through a separate information system instead of the CCS, and the services are funded through a separate contract. Taxonomy 7.2 added two appendices on regional programs that were previously in the performance contract. It replaced SAOPA with emergency services and ancillary services. Finally, mental health or substance use disorder or intellectual disability were used to refer to a condition experienced by an individual, while mental health, substance abuse, or developmental services referred respectively to the services that address these conditions.

Core Services Taxonomy 7.3, effective for FY 2015 and subsequent years, incorporates all revisions of Taxonomy 7.2 issued since July 1, 2009. It adds a new outpatient services subcategory for intensive outpatient and clarifies that consumer designation code 920 includes all individuals receiving intellectual disability home and community-based Medicaid waiver services.

Taxonomy categories and subcategories are inclusive rather than narrowly exclusive; they are not meant to capture every detail about everything a CSB or state facility does. Categories and subcategories allow meaningful and accurate descriptions and measurements of service delivery activities; this can help produce valid and informative analyses and comparisons of CSBs, state facilities, and regions. Given the diversity and variety of Virginia's localities and the mix and availability of resources and services from other public and private providers, each CSB may not need to provide every subcategory in the taxonomy. The categories and subcategories do not create additional mandates for CSBs; only emergency and case management services are now required.

The relationship of taxonomy core services categories and subcategories to the more traditional community services organizational structure is represented below.

Community Services Board or Behavioral Health Authority (CSB)

*Program Area* (all mental health, developmental, or substance abuse services)

*Core Service Category* (e.g., residential services)

*Core Service Subcategory* (e.g., intensive residential services)

*Service Subtype* (for emergency and case management services) and

*Service Location* (for all services)

*Services in a Subcategory* (e.g. in-home respite in supportive residential)

Individual Program (e.g., a particular group home)

Discrete Service Activity (e.g., meal preparation)

The numbers after some core services categories and all core service subcategories in the definitions section and the matrix are the Community Automated Reporting System (CARS) and CCS codes for those services. Core services categories with subcategories, such as inpatient services, do not have codes because they have subcategories with codes. However, core services categories with no subcategories, such as emergency services, do have codes. Services that have moved to different categories, such as individual supported employment moving from the day support services to the employment services category, retain the same code numbers that they had in Taxonomy 7 and the original CCS for historical data base continuity purposes. The CARS and CCS do not include details of the bottom three levels (*services in a subcategory*, individual program and discrete service activity) above.

## Core Services Taxonomy 7.3

### Types of Community Services Boards (CSBs)

A particularly meaningful classification of CSBs is the relationship between the CSB and its local government or governments. While CSBs are agents of the local governments that established them, most CSBs are not city or county government departments. Section 37.2-100 of the Code of Virginia defines three types of CSBs, and Chapter 6 of Title 37.2 authorizes behavioral health authorities (BHAs) to provide community services. Throughout the taxonomy, community services board or CSB refers to all of the following organizations.

**Administrative policy CSB** or administrative policy board means the public body organized in accordance with the provisions of Chapter 5 (§ 37.2-500 et seq.) that is appointed by and accountable to the governing body of each city and county that established it to set policy for and administer the provision of mental health, developmental, and substance abuse services. The administrative policy CSB or administrative board denotes the board, the members of which are appointed pursuant to § 37.2-501 with the powers and duties enumerated in subsection A of § 37.2-504 and § 37.2-505. An administrative policy CSB includes the organization that provides mental health, developmental, and substance abuse services through local government staff or contracts with other organizations and providers, unless the context indicates otherwise. An administrative policy CSB does not employ its staff. There are 11 administrative policy CSBs; nine are city or county government departments; two are not, but use local government staff to provide services.

**Behavioral health authority (BHA)** or authority means a public body and a body corporate organized in accordance with the provisions of Chapter 6 (§ 37.2-600 et seq.) that is appointed by and accountable to the governing body of the city or county that established it for the provision of mental health, developmental, and substance abuse services. BHA or authority also includes the organization that provides these services through its own staff or through contracts with other organizations and providers, unless the context indicates otherwise. Chapter 6 authorizes Chesterfield County and the cities of Richmond and Virginia Beach to establish a BHA; only Richmond has done so. In many ways, a BHA most closely resembles an operating CSB, but it has several powers or duties in § 37.2-605 of the Code of Virginia that are not given to CSBs.

**Operating CSB** or operating board means the public body organized in accordance with the provisions of Chapter 5 (§ 37.2-500 et seq.) that is appointed by and accountable to the governing body of each city and county that established it for the direct provision of mental health, developmental, and substance abuse services. The operating CSB or operating board denotes the board, the members of which are appointed pursuant to § 37.2-501 with the powers and duties enumerated in subsection A of § 37.2-504 and § 37.2-505. Operating CSB or operating board also includes the organization that provides such services, through its own staff or through contracts with other organizations and providers, unless the context indicates otherwise. The 27 operating CSBs employ their own staff and are not city or county government departments.

**Policy-Advisory CSB** or policy-advisory board means the public body organized in accordance with the provisions of Chapter 5 that is appointed by and accountable to the governing body of each city and county that established it to provide advice on policy matters to the local government department that provides mental health, developmental, and substance abuse services directly or through contracts with other organizations and providers pursuant to subsection A of § 37.2-504 and § 37.2-505. The policy-advisory CSB or policy-advisory board denotes the board, the members of which are appointed pursuant to § 37.2-501 with the powers and duties enumerated in subsection B of § 37.2-504. The CSB has no operational powers or duties; it is an advisory board to a local government department. There is one local government department with a policy-advisory CSB, the Portsmouth Department of Behavioral Healthcare Services.

## Core Services Taxonomy 7.3

### Core Services Definitions: Categories and Subcategories of Services

**Emergency and Ancillary Services (400):** If a CSB determines that it can serve a person who is seeking or has been referred for services, the CSB opens a case for the person. Persons needing these services may access them without being admitted to a program area (all mental health, developmental, or substance abuse services). However, individuals who have been admitted to a program area may still access the following services if they need them. These services do not require collecting as many CCS data elements or as much individual service record information as admission to a program area does. If a person receives any of the following services and is subsequently admitted to a program area, the additional CCS program area admission data elements must be collected. The 400 is a pseudo program area code for CCS service file purposes, since this group of services is not a program area. If individuals receive any of the following services after they are admitted to a program area, these services still must be coded with the 400 code, rather than the program area code (100, 200, or 300) to which they have been admitted.

1. **Emergency Services (100)** are unscheduled and sometimes scheduled crisis intervention, stabilization, and referral assistance provided over the telephone or face-to-face, if indicated, 24 hours per day and seven days per week to people seeking such services for themselves or others. Services also may include walk-ins, home visits, and jail interventions. Emergency services include preadmission screening activities associated with admission to a state hospital or training center or other activities associated with the judicial admission process. This category also includes Medicaid crisis intervention and short-term crisis counseling and intellectual disability home and community-based (ID HCB) waiver crisis stabilization and personal emergency response system services. Persons receiving critical incident stress debriefing services are not counted as individuals receiving services, and service units are identified and collected through the z-consumer function in the CCS.

**Service Subtype** is a specific activity associated with a particular core service category or subcategory for which a service.txt file is submitted in the CCS. Currently, service subtypes are defined only for emergency services and case management services. The emergency services subtype is collected at every emergency services encounter and reported in the service file; every emergency service encounter is coded with one of these six subtypes in the CCS.

- a. **Crisis Intervention** is provided in response to an acute crisis episode. This includes counseling, short term crisis counseling, triage, or disposition determination and all emergency services not included in the following service subtypes.
- b. **Crisis Intervention Provided Under an Emergency Custody Order** is clinical intervention and evaluation provided by a certified preadmission screening evaluator in response to an emergency custody order (ECO) issued by a magistrate.
- c. **Crisis Intervention Provided Under Law Enforcement Custody (paperless ECO)** is clinical intervention and evaluation provided by a certified preadmission screening evaluator to an individual under the custody of a law enforcement officer without an ECO issued by a magistrate.
- d. **Independent Examination** is an examination provided by an independent examiner who satisfies the requirements in and who conducts the examination in accordance with § 37.2-815 of the Code of Virginia in preparation for a civil commitment hearing.



### Core Services Taxonomy 7.3

- e. **Commitment Hearing** is attendance of a certified preadmission screening evaluator at a civil commitment or recommitment hearing conducted pursuant to § 37.2-817.
  - f. **MOT Review Hearing** is attendance at a review hearing conducted pursuant to §§ 37.2-817.1 through 37.2-817.4 for a person under a mandatory outpatient treatment (MOT) order.
2. **Ancillary Services** consist of the following activities that typically are short term (less than 30 days or four to eight sessions in duration), infrequent, or low-intensity services.
- a. **Motivational Treatment Services** (318) are generally provided to individuals on an hourly basis, once per week, through individual or group counseling in a clinic. These services are structured to help individuals resolve their ambivalence about changing problematic behaviors by using a repertoire of data gathering and feedback techniques. Motivational treatment services are not a part of another service; they stand alone. Their singular focus on increasing the individual's motivation to change problematic behaviors, rather than on changing the behavior itself, distinguishes motivational treatment services from outpatient services. A course of motivational treatment may involve a single session, but more typically four to eight sessions; and it may be repeated, if necessary, as long as repetition is clinically indicated. Prior to placement in motivational treatment, the individual's level of readiness for change is usually assessed, based on clinical judgment, typically supported by standardized instruments. An assessment may follow a course of motivational treatment to ascertain any changes in the individual's readiness for change. Psycho-educational services are included in this subcategory.
  - b. **Consumer Monitoring Services** (390) are provided to individuals who have not been admitted to a program area but have had cases opened by the CSB. For example, this includes individuals with opened cases whom the CSB places on waiting lists for other services, for example, Medicaid ID waiver services. Individuals receive no interventions or face-to-face contact, but they receive consumer monitoring services that typically consist of service coordination or intermittent emergency contacts. Other examples of consumer monitoring services include individuals who receive only outreach services, such as outreach contacts through projects for assistance in transition from homelessness (PATH), individuals in waiting list groups, and outreach by peers to individuals who are in need of services or have been referred for services.
  - c. **Assessment and Evaluation Services** (720) include court-ordered or psychological evaluations; initial assessments for screening, triage, and referral for individuals who probably will not continue in services; and initial evaluations or assessments that result in placement on waiting lists without receiving other services. An abbreviated individualized services plan and services record may be required.
  - d. **Early Intervention Services** (620) are intended to improve functioning or change behavior in individuals who have been identified as beginning to experience problems, symptoms, or behaviors that, without intervention, are likely to result in the need for treatment. Outpatient service activities should not be included here merely to avoid record keeping or licensing requirements since this is not clinically appropriate and could expose the CSB to increased liability. Services are generally targeted to identified individuals or groups and include case consultation, groups for adolescents who have been suspended for use of alcohol or tobacco, and programs for children or adults exhibiting behavior changes following loss such as divorce, death of a loved one, and job loss. School-based interventions should be included in prevention, early intervention, or outpatient services, as appropriate.

### Core Services Taxonomy 7.3

3. **Consumer-Run Services (730)** are self-help programs designed, governed, and led by and for people in recovery. Consumer-run services employ peers as staff and volunteers and are often open on weekends and evenings beyond the usual hours traditional services operate. Services are usually open door or drop in, with no required applications, waiting times, or appointments. Services include networking, advocacy, and mutual support groups; drop-in centers; supported housing; hospital liaison; recreation and social activities; arts and crafts and exercise groups; peer counseling, mentorship, and one-on-one consultations; information and referrals; and knowledge and skill-building classes such as employment training, computer training, and other seminars and workshops. Consumer-run centers also may offer the use of washers and dryers, showers, telephones for business calls, mailboxes, and lending libraries. Because of their nature, no information is collected in the CCS about consumer-run services or the individuals participating in them. Instead, the number of persons participating in consumer-run services is reported in the CARS management report. However, core services provided by peers are included and reported where they are delivered, e.g., in outpatient, rehabilitation, or residential services, rather than in consumer-run services; see Appendix G for more information.

**Services Available at Admission to a Program Area:** If an individual needs other services beyond emergency or ancillary services, the CSB admits the individual to a program area: all mental health (100), developmental (200), or substance abuse (300) services. Depending on his or her needs, the individual may be admitted to two or even three program areas. An individual may be admitted directly to a program area, bypassing case opening, but CCS data elements collected at case opening must still be obtained. Even after admission to a program area, an individual may still receive emergency or ancillary services if he or she needs them.

4. **Inpatient Services** deliver services on a 24-hour-per-day basis in a hospital or training center.
  - a. **Medical/Surgical Care** provides acute medical treatment or surgical services in state facilities. These services include medical detoxification, orthopedics, oral surgery, urology, care for pneumonia, post-operative care, ophthalmology, ear, nose and throat care, and other intensive medical services.
  - b. **Skilled Nursing Services** deliver medical care, nursing services, and other ancillary care for individuals with mental disabilities who are in state facilities and require nursing as well as other care. Skilled nursing services are most often required by individuals who are acutely ill or have significant intellectual disability and by older adults with mental health disorders who suffer from chronic physical illnesses and loss of mobility. Services are provided by professional nurses, licensed practical nurses, and qualified paramedical personnel under the general direction and supervision of a physician.
  - c. **Intermediate Care Facility for Individuals with Intellectual Disability (ICF/ID) Services** are provided in state training centers for individuals with intellectual disability who require active habilitative and training services, including respite and emergency care, but not the degree of care and treatment provided in a hospital or skilled nursing home.
  - d. **Intermediate Care Facility/Geriatric Services** are provided in state geriatric facilities by interdisciplinary teams to individuals who are 65 years of age and older. Services include psychiatric treatment, medical treatment, personal care, and therapeutic programs appropriate to the facility and to the individual's needs.
  - e. **Acute Psychiatric or Substance Abuse Inpatient Services (250)** provide intensive short-term psychiatric treatment in state hospitals or intensive short-term psychiatric treatment,

### Core Services Taxonomy 7.3

including services to individuals with intellectual disability, or substance abuse treatment, except medical detoxification, in local hospitals. Services include intensive stabilization, evaluation, psychotropic medications, psychiatric and psychological services, and other supportive therapies provided in a highly structured and supervised setting.

- f. **Community-Based Substance Abuse Medical Detoxification Inpatient Services** (260) use medication under the supervision of medical personnel in local hospitals to systematically eliminate or reduce the effects of alcohol or other drugs in the body.
  - g. **Extended Rehabilitation Services** offer intermediate or long-term treatment in a state hospital for individuals with severe psychiatric impairments, emotional disturbances, or multiple disabilities (e.g., individuals with mental health disorders who also are deaf). Services include rehabilitation training, skills building, and behavioral management for people who are beyond the crisis stabilization and acute treatment stages.
5. **Outpatient Services** provide clinical treatment services, generally in sessions of less than three consecutive hours, to individuals and groups.

- a. **Outpatient Services** (310) are generally provided to individuals on an hourly schedule, on an individual, group, or family basis, and usually in a clinic or similar facility or in another location, including a jail or juvenile detention center. Outpatient services may include diagnosis and evaluation, screening and intake, counseling, psychotherapy, behavior management, psychological testing and assessment, laboratory and other ancillary services, medical services, and medication services. Medical services include the provision of psychiatric, medical, psychiatric nursing, and medical nursing services by licensed psychiatrists, physicians, and nurses and the cost of medications purchased by the CSB and provided to individuals. Medication services include prescribing and dispensing medications, medication management, and pharmacy services. Medication only visits are provided to individuals who receive only medication monitoring on a periodic (monthly or quarterly) basis from a psychiatrist, other physician, psychiatric nurse, or physician's assistant. These visits are included in outpatient services. The Department has identified a minimum set of information for licensing purposes that would be needed to constitute an individualized services plan (ISP) for individuals receiving only medication visits.

Outpatient services also include *intensive in-home services* that are time-limited, usually between two and six months, family preservation interventions for children and adolescents with or at risk of serious emotional disturbance, including such individuals who also have a diagnosis of intellectual disability. In-home services are provided typically but not solely in the residence of an individual who is at risk of being moved into or is being transitioned to home from an out-of-home placement. The services provide crisis treatment; individual and family counseling; life, parenting, and communication skills; case management activities and coordination with other required services; and 24 hour per day emergency response.

Outpatient services also include *jail-based habilitation services* that involve daily group counseling, individual therapy, psycho-educational services, 12 step meetings, discharge planning, and pre-employment and community preparation services.

Finally, outpatient services also include Medicaid ID HCB waiver skilled nursing services and therapeutic consultation services. Probation and parole and community corrections day reporting centers also are included in outpatient services, rather than in ancillary services.

### Core Services Taxonomy 7.3

- b. **Intensive Outpatient Services** (313) provide substance abuse treatment in a concentrated manner for two or more consecutive hours per day to groups of individuals in nonresidential settings multiple times per week. This service is provided over a period of time for individuals requiring more intensive services than outpatient services can provide. Intensive substance abuse outpatient services include multiple group therapy sessions during the week, individual and family therapy, individual monitoring, and case management.
- c. **Medication Assisted Treatment** (335) combines outpatient treatment with administering or dispensing synthetic narcotics, such as methadone or buprenorphine (suboxone), approved by the federal Food and Drug Administration for the purpose of replacing the use of and reducing the craving for opioid substances, such as heroin or other narcotic drugs.
- d. **Assertive Community Treatment** (350) consists of two modalities: intensive community treatment (ICT) and program of assertive community treatment (PACT). Individuals served by either modality have severe symptoms and impairments that are not effectively remedied by available treatments or, because of reasons related to their mental health disorders, resist or avoid involvement with mental health services. This could include individuals with severe and persistent mental illnesses who also have co-occurring diagnoses of intellectual disability. Assertive community treatment provides an array of services on a 24-hour per day basis to these individuals in their natural environments to help them achieve and maintain effective levels of functioning and participation in their communities. Services may include case management, supportive counseling, symptom management, medication administration and compliance monitoring, crisis intervention, developing individualized community supports, psychiatric assessment and other services, and teaching daily living, life, social, and communication skills.

ICT is provided by a self-contained, interdisciplinary team of at least five full-time equivalent clinical staff, a program assistant, and a psychiatrist. This team (1) assumes responsibility for directly providing needed treatment, rehabilitation, and support services to identified individuals with severe and persistent mental illnesses, (2) minimally refers individuals to outside service providers, (3) provides services on a long-term care basis with continuity of caregivers over time, (4) delivers 75 percent or more of the services outside of the program's offices, and (5) emphasizes outreach, relationship building, and individualization of services. PACT is provided by a self-contained, inter-disciplinary team of at least 10 full-time equivalent clinical staff, a program assistant, and a psychiatrist, and this team meets the five criteria contained in the definition of ICT.

- 6. **Case Management Services** (320) assist individuals and their family members to access needed services that are responsive to the individual's needs. Services include: identifying and reaching out to individuals in need of services, assessing needs and planning services, linking the individual to services and supports, assisting the individual directly to locate, develop, or obtain needed services and resources, coordinating services with other providers, enhancing community integration, making collateral contacts, monitoring service delivery, and advocating for individuals in response to their changing needs.

**Service Subtype** is a specific activity associated with a particular core service category or subcategory for which a service.txt file is submitted in the CCS. Currently, service subtypes are defined only for emergency and case management services. The case management services subtype is collected at every developmental case management services encounter and reported in the service file with one of the two subtypes in the CCS. CSBs may report these service subtypes for mental health or substance abuse case management services, but this is optional.

### Core Services Taxonomy 7.3

- a. **Face-to-Face Case Management Services:** These are case management services received by an individual and provided by a case manager during a face-to-face encounter in a case management service licensed by the Department. Examples of service hour activities applicable to face-to-face case management services include case management, individual present and discharge planning, individual present. All other case management services must be reported using non-face-to-face case management.
  - b. **Non-Face-to-Face Case Management Services:** These are all other case management services provided to or on behalf of an individual by a case manager in a case management service licensed by the Department. This includes telephone contacts with the individual, any contacts (face-to-face or otherwise) with the individual's family members or authorized representative, or any contacts (face-to-face or otherwise) about the individual with other CSB staff or programs or other providers or agencies. Examples of service hour activities applicable to non-face-to-face case management services include:
    - case management, individual not present;
    - phone consultation with individual;
    - report writing re: individual;
    - individual-related staff travel; and
    - discharge planning, individual not present.
7. **Day Support Services** provide structured programs of treatment, activity, or training services, generally in clusters of two or more continuous hours per day, to groups or individuals in non-residential settings.
- a. **Day Treatment or Partial Hospitalization** (410) is a treatment program that includes the major diagnostic, medical, psychiatric, psychosocial, and prevocational and educational treatment modalities designed for adults with serious mental health, substance use, or co-occurring disorders who require coordinated, intensive, comprehensive, and multi-disciplinary treatment that is provided several hours per day for multiple days each week and is not provided in outpatient services.
 

This subcategory also includes *therapeutic day treatment for children and adolescents*, a treatment program that serves children and adolescents (birth through age 17) with serious emotional disturbances or substance use or co-occurring disorders or children (birth through age 7) at risk of serious emotional disturbance in order to combine psychotherapeutic interventions with education and mental health or substance abuse treatment. Services include: evaluation, medication education and management, opportunities to learn and use daily living skills and to enhance social and interpersonal skills, and individual, group, and family counseling.
  - b. **Ambulatory Crisis Stabilization Services** (420) provide direct care and treatment to non-hospitalized individuals experiencing an acute crisis related to mental health, substance use, or co-occurring disorders that may jeopardize their current community living situation. The goals are to avert hospitalization or re-hospitalization, provide normative environments with a high assurance of safety and security for crisis intervention, stabilize individuals in crisis, and mobilize the resources of the community support system, family members, and others for ongoing rehabilitation and recovery. Ambulatory crisis stabilization services may be provided in an individual's home or in a community-based program licensed by the Department. These services are planned for and provide services for up to 23 hours per day. Services that are integral to and provided in ambulatory crisis stabilization programs, such as outpatient or case management services, should not be reported separately in those core services since they are included in the ambulatory crisis stabilization day support hours.

### Core Services Taxonomy 7.3

- c. **Rehabilitation or Habilitation** (425) consists of training services in two modalities.
 

Psychosocial rehabilitation provides assessment, medication education, opportunities to learn and use independent living skills and to enhance social and interpersonal skills, family support and education, vocational and educational opportunities, and advocacy to individuals with mental health, substance use, or co-occurring disorders in a supportive community environment focusing on normalization. It emphasizes strengthening the individual's abilities to deal with everyday life rather than focusing on treating pathological conditions.

Habilitation provides planned combinations of individualized activities, supports, training, supervision, and transportation to individuals with intellectual disability to improve their condition or maintain an optimal level of functioning. Specific components of this service develop or enhance the following skills: self-care and hygiene, eating, toileting, task learning, community resource utilization, environmental and behavioral skills, medication management, and transportation. Habilitation also includes Medicaid ID HCB waiver day support (center-based and non-center-based) and prevocational services.
- 8. **Employment Services** provide work and support services to groups or individuals in non-residential settings.
  - a. **Sheltered Employment** (430) programs provide work in a non-integrated setting that is compensated in accordance with the Fair Labor Standards Act for individuals with disabilities who are not ready, are unable, or choose not to enter into competitive employment in an integrated setting. This service includes the development of social, personal, and work-related skills based on an individualized services plan.
  - b. **Group Supported Employment** (465) provides work to small groups of three to eight individuals at job sites in the community or at dispersed sites within an integrated setting. Integrated setting means opportunities exist for individuals receiving services in the immediate work setting to have regular contact with non-disabled persons who are not providing support services. The employer or the vendor of supported employment services employs the individuals. An employment specialist, who may be employed by the employer or the vendor, provides ongoing support services. Support services are provided in accordance with the individual's written rehabilitation plan. Models include mobile and stationary crews, enclaves, and small businesses. Group supported employment includes Medicaid ID HCB waiver supported employment - group model.
  - c. **Individual Supported Employment** (460) provides paid employment to an individual placed in an integrated work setting in the community. The employer employs the individual. Ongoing support services that may include transportation, job-site training, counseling, advocacy, and any other supports needed to achieve and to maintain the individual in the supported placement are provided by an employment specialist, co-workers of the supported employee, or other qualified individuals. Support services are provided in accordance with the individual's written rehabilitation plan. Individual supported employment includes Medicaid ID HCB waiver supported employment - individual model.
- 9. **Residential Services** provide overnight care with an intensive treatment or training program in a setting other than a hospital or training center, overnight care with supervised living, or other supportive residential services.

### Core Services Taxonomy 7.3

- a. **Highly Intensive Residential Services** (501) provide overnight care with intensive treatment or training services. These services include:

*Mental Health Residential Treatment Centers* such as short term intermediate care, residential alternatives to hospitalization such as community gero-psychiatric residential services<sup>1</sup>, and residential services for individuals with co-occurring diagnoses (e.g., mental health and substance use disorders, intellectual disability and mental health disorders) where intensive treatment rather than just supervision occurs;

*Community Intermediate Care Facilities for Individuals With Intellectual Disability (ICF/ID)* that provide care to individuals who have intellectual disability and need more intensive training and supervision than may be available in an assisted living facility or group home, comply with Title XIX of the Social Security Act standards and federal certification requirements, provide health and habilitation services, and provide active treatment to individuals receiving services toward the achievement of a more independent level of functioning or an improved quality of life; and

*Substance Abuse Medically Managed Withdrawal Services* that provide detoxification services with physician services available when required to eliminate or reduce the effects of alcohol or other drugs in the individual's body and that normally last up to seven days, but this does not include medical detoxification services provided in community-based substance abuse medical detoxification inpatient services (260) or social detoxification services.

- b. **Residential Crisis Stabilization Services** (510) provide direct care and treatment to non-hospitalized individuals experiencing an acute crisis related to mental health, substance use, or co-occurring disorders that may jeopardize their current community living situation. The goals are to avert hospitalization or re-hospitalization, provide normative environments with a high assurance of safety and security for crisis intervention; stabilize individuals in crisis, and mobilize the resources of the community support system, family members, and others for ongoing rehabilitation and recovery. Residential crisis stabilization services are provided in a community-based program licensed by the Department. These services are planned for and provide overnight care; the service unit is a bed day. Services that are integral to and provided in residential crisis stabilization programs, such as outpatient and case management services, should not be reported separately in those core services since they are included in the bed day.
- c. **Intensive Residential Services** (521) provide overnight care with treatment or training that is less intense than highly intensive residential services. It includes the following services and Medicaid ID HCB waiver congregate residential support services.

*Group homes* or *halfway houses* provide identified beds and 24 hour supervision for individuals who require training and assistance in basic daily living functions such as meal preparation, personal hygiene, transportation, recreation, laundry, and budgeting. The expected length of stay normally exceeds 30 days.

---

<sup>1</sup> Community gero-psychiatric residential services that provide 24-hour non-acute care with treatment in a setting that offers less intensive services than a hospital, but more intensive mental health services than a nursing home or group home. Individuals with mental health disorders, behavioral problems, and concomitant health problems, usually age 65 and older, who are appropriately treated in a geriatric setting, receive intensive supervision, psychiatric care, behavioral treatment planning, nursing, and other health-related services.

### Core Services Taxonomy 7.3

*Primary care* offers substance abuse rehabilitation services that normally last no more than 30 days. Services include intensive stabilization, daily group therapy and psycho-educational services, consumer monitoring, case management, individual and family therapy, and discharge planning.

*Intermediate rehabilitation* is a substance abuse psychosocial therapeutic milieu with an expected length of stay up to 90 days. Services include supportive group therapy, psycho-education, consumer monitoring, case management, individual and family therapy, employment services, and community preparation services.

*Long-term habilitation* is a substance abuse psychosocial therapeutic milieu with an expected length of stay of 90 or more days that provides a highly structured environment where residents, under staff supervision, are responsible for daily operations of the facility. Services include intensive daily group and individual therapy, family counseling, and psycho-education. Daily living skills and employment opportunities are integral components of the treatment program. Jail-based habilitation services, previously reported here, should be reported in outpatient services (310).

- d. ***Supervised Residential Services*** (551) offer overnight care with supervision and services. This subcategory includes the following services and Medicaid ID HCB waiver congregate residential support services.

*Supervised apartments* are directly-operated or contracted, licensed residential programs that place and provide services to individuals in apartments or other residential settings. The expected length of stay normally exceeds 30 days.

*Domiciliary care* provides food, shelter, and assistance in routine daily living but not treatment or training in facilities of five or more beds. This is primarily a long-term setting with an expected length of stay exceeding 30 days. Domiciliary care is less intensive than a group home or supervised apartment; an example would be a licensed assisted living facility (ALF) operated, funded, or contracted by a CSB.

*Emergency shelter* or *residential respite* programs provide identified beds, supported or controlled by a CSB, in a variety of settings reserved for short term stays, usually several days to no more than 21 consecutive days.

*Sponsored placements* place individuals in residential settings and provide substantial amounts of financial, programmatic, or service support. Examples include individualized therapeutic homes, specialized foster care, family sponsor homes, and residential services contracts for specified individuals. The focus is on individual residential placements with expected lengths of stay exceeding 30 days rather than on organizations with structured staff support and set numbers of beds.

- e. ***Supportive Residential Services*** (581) are unstructured services that support individuals in their own housing arrangements. These services normally do not involve overnight care delivered by a program. However, due to the flexible nature of these services, overnight care may be provided on an hourly basis. It includes the following services and Medicaid ID HCB waiver supported living/in-home supports, respite (agency and consumer-directed) services, companion services (agency and consumer-directed), and personal assistance services (agency and consumer-directed).

*In-Home respite* provides care in the homes of individuals with mental disabilities or in a setting other than that described in residential respite services above. This care may last



### Core Services Taxonomy 7.3

from several hours to several days and allows the family member care giver to be absent from the home.

*Supported living arrangements* are residential alternatives that are not included in other types of residential services. These alternatives assist individuals to locate or maintain residential settings where access to beds is not controlled by a CSB and may provide program staff, follow along, or assistance to these individuals. The focus may be on assisting an individual to maintain an independent residential arrangement. Examples include homemaker services, public-private partnerships, and non-CSB subsidized apartments (e.g., HUD certificates).

*Housing subsidies* provide cash payments only, with no services or staff support, to enable individuals to live in housing that would otherwise not be accessible to them. These cash subsidies may be used for rent, utility payments, deposits, furniture, and other similar payments required to initiate or maintain housing arrangements for individuals. This is used only for specific allocations of funds from the Department earmarked for housing subsidies. Numbers of individuals receiving services and expense information should be included in supportive residential services in performance contract reports. Information associated with other housing subsidies should be included in the services of which they are a part.

10. **Prevention Services (610)** are designed to prevent mental health or substance use disorders. Activities that are really outpatient services should not be included in prevention services to avoid record keeping or licensing requirements, since this exposes the CSB to increased liability, is not clinically appropriate, and violates the regulatory requirements of the federal Substance Abuse Prevention and Treatment block grant. Prevention services promote mental health through individual, community, and population-level change strategies. Prevention services are identified through the implementation of the Strategic Prevention Framework, an evidenced-based and community-based needs assessment-focused planning model. This model involves data-driven needs assessment, planning and evaluation, capacity building, and implementation of evidenced-based programs, strategies, and practices. Overlaying all these components are cultural competence and sustainability of effective outcomes. To achieve community level strategies, CSBs must be a part of a community coalition. Emphasis is on enhancement of protective factors and reduction of risk factors in individuals and the community. Information on substance abuse prevention services is collected and reported separately through the Department's contracted prevention services information system, instead of being included in the CCS. The following six strategies comprise prevention services.

*Information Dissemination* provides awareness and knowledge of the nature and extent of mental health and substance use disorders and intellectual disability. It also provides awareness and knowledge of available prevention programs and services. Examples of information dissemination include media campaigns, public service announcements, informational brochures and materials, community awareness events, and participation on radio or TV talk shows. Information dissemination is characterized by one-way communication from the source to the audience.

*Prevention Education* aims to affect critical life and social skills, including general competency building, specific coping skills training, support system interventions, strengthening caregivers, and decision-making skills training. Prevention education is characterized by two-way communication with close interaction between the facilitator or educator and program

### Core Services Taxonomy 7.3

participants. Examples of prevention education include children of alcoholics groups and parenting classes.

*Alternatives* provide for the participation of specific populations in activities that are constructive, promote healthy choices, and provide opportunities for skill building. Examples of prevention alternatives include leadership development, community service projects, alcohol, tobacco, and other drug free activities, and youth centers.

*Problem Identification and Referral* aims at the identification of those individuals who are most at risk of developing problematic behaviors in order to assess if their behaviors can be changed through prevention education. Examples include student and employee assistance programs.

*Community-Based Process* aims at enhancing the ability of the community to provide prevention and treatment services more effectively. Activities include organizing, planning, enhancing efficiency and effectiveness of service implementation, interagency collaboration, coalition building, and networking. Examples include community and volunteer training, multi-agency coordination and collaboration, accessing services and funding, and community team-building.

*Environmental Prevention Activities* establish or change written and unwritten community standards, codes, and attitudes, thereby influencing the development of healthy living conditions. Examples include modifying advertising practices and promoting the establishment and review of alcohol, tobacco, and other drug use policies.

11. **Infant and Toddler Intervention Services** (625) provides family-centered, community-based early intervention services designed to meet the developmental needs of infants and toddlers and the needs of their families as these needs relate to enhancing the child's development. These services prevent or reduce the potential for developmental delays in infants and toddlers and increase the capacity of families to meet the needs of their at-risk infants and toddlers. Infant and toddler intervention is delivered through a comprehensive, coordinated, interagency, and multidisciplinary services system. Infant and toddler intervention includes:
- |   |                                 |
|---|---------------------------------|
| a. assistive technology,  | j. special instruction,         |
| b. audiology,   | k. psychological services,      |
| c. family training, counseling, and home visits,                  | l. service coordination,        |
| d. health services,   | m. social work services,        |
| e. nursing services,  | n. speech-language pathology,   |
| f. nutrition services,  | o. transportation services, and |
| g. occupational therapy,  | p. vision services.             |
| h. physical therapy,  |                                 |
| i. medical services (for diagnostic or evaluation purposes only), |                                 |

The identified individual receiving services is the infant or toddler. Information about infant and toddler intervention services, including funds, expenditures, costs, service units, and the individuals receiving them is collected and reported to the Department through a separate contract and automated information system, rather than through CARS reports and the CCS. Consequently, this service is not included in the Core Services Category and Subcategory Matrix in the taxonomy. This infant and toddler intervention services definition is included in the taxonomy for information and reference purposes.

## Core Services Taxonomy 7.3

### Community Consumer Submission (CCS) Consumer Designation Codes

The CCS consumer designation codes for specialized initiatives or projects (consumer designation codes for short) identify individuals who are served in certain specific initiatives or projects; these codes are not service codes *per se*, like 310 is the core services code for Outpatient Services, instead, these codes reflect a particular status of those individuals. Consumer designation codes may encompass more than special projects or initiatives.

The component services of these projects or initiatives are included in the appropriate core services and numbers of individuals in these initiatives are counted in the CCS in the following manner. When an individual receives services in any of the following initiatives, the consumer designation code for the initiative will be entered in the type of care file for the individual. Units of service for these initiatives will be recorded and accumulated in the applicable core services associated with the initiative, such as outpatient, case management, day treatment or partial hospitalization, rehabilitation or habilitation, or various residential services.

905 - Mental Health Mandatory Outpatient Treatment (MOT) Orders

910 - Discharge Assistance Program (DAP)

915 - Mental Health Child and Adolescent Services Initiative,

916 - Mental Health Services for Children and Adolescents in Juvenile Detention Centers

918 - Program of Assertive Community Treatment (PACT),

919 - Projects for Assistance in Transition from Homelessness (PATH), and

920 - Medicaid Intellectual Disability (ID) Home and Community-Based Waiver Services.

933 - Substance Abuse Medication Assisted Treatment

935 - Substance Abuse Recovery Support Services

Additional CCS consumer designation codes may be used to identify individuals involved in special projects and to gather information about those individuals and the services associated with those projects. The Department and the VACSB Data Management Committee will designate and approve additional consumer designation codes for such purposes.

### Descriptions of Some Consumer Designation Codes

**Consumer Designation Code 905 - Mental Health Mandatory Outpatient Treatment (MOT) Orders** is used only for individuals for whom a judge or special justice has issued a mandatory outpatient treatment order pursuant to § 37.2-817.D of the Code of Virginia and for whom the CSB has developed an initial mandatory outpatient treatment plan pursuant to § 37.2-817.F and a comprehensive mandatory outpatient treatment plan pursuant to § 37.2-817.G. Individuals receiving services from the CSB as a result of any other court orders (e.g., court-ordered evaluations, forensic evaluations, or competency restoration services) shall not be assigned this consumer designation code. If an individual who is the subject of an MOT order will be receiving mental health services under that order from or through the CSB and has not been admitted to the mental health services program area (100) previously, the individual must be admitted to that program area, with two CCS TypeOfCare records submitted in the next monthly CCS extract file submission: first, one record for the admission, and second, one record for the 905 consumer designation code. The ServiceFromDate on the second record must be the date of the MOT order and must be the same or a later date than the ServiceFromDate on the TypeOfCare record for the admission to the mental health services program area. When the MOT order expires or is rescinded, the date of that expiration or rescission must be entered as the ServiceThroughDate on a TypeOfCare record to end the MOT consumer designation code.

### Core Services Taxonomy 7.3

If an individual who is the subject of an MOT order will not be receiving mental health services under that order from or through the CSB, for example, the individual will receive services from non-contracted private providers and the CSB will only be monitoring the individual's compliance with the comprehensive MOT plan, then admission to the mental health services program area (100) is not necessary. The CSB's monitoring of compliance with the MOT plan should be recorded as consumer monitoring services (390), an ancillary service, and, if the CSB did not perform the preadmission screening or provide emergency services to the individual, the CSB still must open a case on the individual, collecting the applicable CCS 3 data elements associated with case opening. A TypeOfCare record for the initiation of the MOT must still be submitted by the CSB to start the MOT consumer designation code. When the MOT order expires or is rescinded, the date of that expiration or rescission must be entered as the ServiceThroughDate on a TypeOfCare record to end the MOT consumer designation code.

The duration of the MOT order is specified in the order, per § 37.2-817.E of the Code of Virginia. The clerk of the court must provide a copy of the order, per § 37.2-817.I, to the person who is the subject of the order and to the CSB that is required to monitor the individual's compliance with the MOT plan pursuant to § 37.2-817.1. Sections 37.2-817.3 and 37.2-817.4 contain provisions for the rescission or continuation of MOT orders.

**Consumer Designation Code 910 - Discharge Assistance Program (DAP)** is used for individuals receiving services supported with mental health state DAP funds. Since the state hospital discharge date and related DAP TypeOfCareFromDate may precede the TypeOfCareFromDate for admission to the mental health services program area, the individual does not have to be admitted to the mental health services program area (100) before being given a 910 consumer designation code.

**Consumer Designation Code 915 - Mental Health Child and Adolescent Services Initiative** is used for children and adolescents with serious emotional disturbance (SED) or related disorders who are not mandated to receive services funded through the Comprehensive Services Act. Initiative services are funded with restricted mental health state funds that are used exclusively for this purpose. Related disorders are not defined in the Appropriations Act, but the term allows sufficient flexibility to serve children with mental health or co-occurring mental health and substance use disorders who may not fit the definition of SED but may need services that can only be provided with these Initiative funds.

**Consumer Designation Code 916 - Mental Health Services for Children and Adolescents in Juvenile Detention Centers** is used for children and adolescents in juvenile detention centers receiving CSB services that are funded with restricted mental health state funds identified for this purpose. The use of this consumer designation code will eliminate the separate paper reporting mechanism for these services by CSBs maintained by the Department's Office of Child and Family Services. A CSB's primary role in a juvenile detention center is providing short-term services to juveniles with mental health disorders or co-occurring mental health and substance use disorders who are incarcerated in the center. As part of this role, a CSB also consults with juvenile detention center staff on the needs and treatment of these juveniles. Since the juveniles 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 center's care of these juveniles. If the CSB provides consultation to the center's staff about groups of children, rather than about specific individuals, the CSB should report the service hours using the z-consumer function in the CCS.

### Core Services Taxonomy 7.3

A CSB typically provides the following core services to most of the juveniles it serves in juvenile detention centers: emergency, consumer monitoring, assessment and evaluation, or early intervention services. Since these services are being provided in a consultative mode within the juvenile detention center and the CSB will not have an ongoing clinical relationship with most of these juveniles once they are released, CSB staff should enter information about these services in the juvenile's record at the detention center, rather than initiating an individualized services plan (ISP) or service record at the CSB. Less frequently, a CSB may provide outpatient services to juveniles whose needs and lengths of stay warrant them and case management services for juveniles who are near discharge to their home CSBs. These services are typically more intensive and of longer duration, and staff must initiate ISPs at the CSB for juveniles receiving them. Except for outpatient and case management services, the other services that can be provided are emergency or ancillary services and, therefore, require limited CCS 3 data to be collected. However, if it provides outpatient or case management services, a CSB must admit the juvenile to the mental health services program area with a Type Of Care record prior to assigning a 916 consumer designation code, according to instructions in the CCS 3 Extract Specifications. The CSB must collect a full data set consistent with the CCS 3 requirements, as well as conform to the licensing requirements for the provision of those services.

A CSB must assign a 916 consumer designation code to each juvenile served in a juvenile detention center when his or her case is opened for CCS 3 purposes, so the services that he or she receives while in the juvenile detention center and upon discharge from it can be identified with this initiative. Normally, an individual must be admitted to a program area in order to assign a consumer designation code. However, an exception exists in the CCS 3 Extract Specifications for juveniles who receive only emergency or ancillary services; the CSB can submit a TypeOfCare record to assign the 916 consumer designation code without an admission to a program area. Refer to the *Revised Guidance for CSB Services in Juvenile Detention Centers*, March 3, 2008, for further information about collecting and reporting information about these services.

**Consumer Designation Code 920 - Medicaid ID Home and Community-Based (HCB) Waiver Services** is used only for individuals who have been admitted to the developmental services program area (200) and are receiving any Medicaid ID HCB waiver services from a CSB, directly or through CSB contracts with other agencies or individuals where the CSB remains the provider for DMAS purposes, or from any other provider of Medicaid ID HCB waiver services. Admission to the developmental services program area (200) is a prerequisite for assigning this consumer designation code. Assigning the 920 consumer designation code to individuals who do not receive Medicaid ID HCB waiver services from the CSB should not be a problem since the CSB provides case management services, a non-waiver service, to all individuals receiving Medicaid ID HCB waiver services, even if the CSB does not provide those waiver services.

**Consumer Designation Code 933 - Substance Abuse Medication Assisted Treatment** is used only for individuals who have been admitted to the substance abuse services program area (300) and are receiving buprenorphine (suboxone) that is provided by the CSB or prescribed by a private physician who has a formal agreement with the CSB to provide medical oversight for medication assisted treatment to individuals for whom the CSB is providing support services, including counseling and case management. Medication assisted treatment is reported in outpatient services. Admission to the substance abuse services program area (300) is a prerequisite for assigning this consumer designation code.

## Core Services Taxonomy 7.3

**Consumer Designation Code 935 – Substance Abuse Recovery Support Services** is used only for individuals receiving recovery support at a program funded specifically for this purpose by the Department. Because of the mix of services (some emergency or ancillary services) that individuals will receive, admission to the substance abuse services program area (300) is not a prerequisite for assigning this consumer designation code.

Recovery support services are designed and delivered by peers in recovery and in coordination with clinical staff. However, recovery support services are designed and provided primarily by individuals in recovery; although supportive of formal treatment, recovery support services are not intended to replace treatment services in the commonly understood clinical sense of that term.

Recovery support services include:

1. **emotional support** that offers demonstrations of empathy, caring, and concern that bolster one's self-esteem and confidence and include peer mentoring, peer coaching, and peer-led support groups;
2. **informational support** that involves assistance with knowledge, information, and skills and includes peer-led life skills training, job skills training, citizenship restoration, educational assistance, and health and wellness information;
3. **instrumental support** that provides concrete assistance in helping others do things or get things done, especially stressful or unpleasant tasks, and includes connecting people to treatment services, providing transportation to get to support groups, child care, clothing closets, and filling out applications or helping people obtain entitlements; and
4. **affiliational support** that offers the opportunity to establish positive social connections with other recovering people.

CSB services associated with recovery support include emergency, motivational treatment, and assessment and evaluation services in addition to needed substance abuse services.

## Core Services Category and Subcategory Matrix

### Emergency and Ancillary Services

	Unit of Service	Capacity
1. <b>Emergency Services (100)</b>	Service Hour	NA
2. <b>Ancillary Services</b>		
a. Motivational Treatment Services (318)	Service Hour	NA
b. Consumer Monitoring Services (390)	Service Hour	NA
c. Assessment and Evaluation Services (720)	Service Hour	NA
d. Early Intervention Services (620)	Service Hour	NA
3. <b>Consumer-Run Services (730)</b>	NA	NA

## Core Services Taxonomy 7.3

### Core Services Category and Subcategory Matrix

#### Services Available at Admission to a Program Area

	MH	DV	SA	Unit of Service	Capacity
<b>4. Inpatient Services</b>					
a. Medical/Surgical Care (State Facility)	x	x	NA	Bed Day	Bed
b. Skilled Nursing Services (State Facility)	x	x	NA	Bed Day	Bed
c. ICF/ID Services (State Facility)	NA	x	NA	Bed Day	Bed
d. ICF/Geriatric Services (State Facility)	x	x	NA	Bed Day	Bed
e. Acute Psychiatric or Substance Abuse Inpatient Services (250)	x	NA	x	Bed Day	Bed
f. Community-Based Substance Abuse Medical Detoxification Inpatient Services (260)	NA	NA	x	Bed Day	Bed
g. Extended Rehabilitation Services (St. Facility)	x	NA	NA	Bed Day	Bed
<b>5. Outpatient Services</b>					
a. Outpatient Services (310)	x	x	x	Service Hour	NA
b. Intensive Outpatient (313)	NA	NA	x	Service Hour	NA
c. Medication Assisted Treatment (335)	NA	NA	x	Service Hour	NA
d. Assertive Community Treatment (350)	x	NA	NA	Service Hour	NA
<b>6. Case Management Services (320)</b>	x	x	x	Service Hour	NA
<b>7. Day Support Services</b>					
a. Day Treatment or Partial Hospitalization (410)	x	NA	x	Day Support Hour	Slot
b. Ambulatory Crisis Stabilization Services (420)	x	x	x	Day Support Hour	Slot
c. Rehabilitation (MH, SA) or Habilitation (425)	x	x	x	Day Support Hour	Slot
<b>8. Employment Services</b>					
a. Sheltered Employment (430)	x	x	x	Day of Service	Slot
b. Group Supported Employment (465)	x	x	x	Day of Service	Slot
c. Individual Supported Employment (460)	x	x	x	Service Hour	NA
<b>9. Residential Services</b>					
a. Highly Intensive Residential Services (501)	x	x	x	Bed Day	Bed
b. Residential Crisis Stabilization Services (510)	x	x	x	Bed Day	Bed
c. Intensive Residential Services (521)	x	x	x	Bed Day	Bed
d. Supervised Residential Services (551)	x	x	x	Bed Day	Bed
e. Supportive Residential Services (581)	x	x	x	Service Hour	NA
<b>10. Prevention Services (610)</b>	x	x	x	Service Hour	NA

## Core Services Taxonomy 7.3

### Core Services Definitions: Units of Service

There are four kinds of service units in this core services taxonomy: service hours, bed days, day support hours, and days of service. These units are related to different kinds of core services and are used to measure and report delivery of those services. The unit of service for each core service category or subcategory is shown in the Core Services Category and Subcategory Matrix on the preceding pages. Units of service are collected and reported in the Community Consumer Submission (CCS) for all services provided by CSBs directly or through contracts with other providers.

#### 1. *Service Hours*

A service hour is a continuous period measured in fractions or multiples of an hour during which an individual or a family member, authorized representative, care giver, health care provider, or significant other through in-person or electronic (audio and video or telephonic) contact on behalf of the individual receiving services or a group of individuals participates in or benefits from the receipt of services. This definition also includes significant electronic contact with the individual receiving services and activities that are reimbursable by third party payers. The following table, developed by the Department and the VACSB Data Management Committee, contains examples of activities received during service hour services directly by or on behalf of individuals or groups of individuals.

<i>Examples of Service Hour Activities</i>	
Individual, group, family, or marital, counseling or therapy	Phone consultation with individual
Psychological testing and evaluations	Follow up and outreach
Medication visit or physician visit	Social security disability evaluation
Crisis intervention	Case management, individual present
Intake, psychiatric, forensic, court, and jail evaluations	Case management, individual not present
Emergency telephone contacts with individual	Peer self help or support
Preadmission screening evaluations	Individual or group training
Independent examinations	Job development for individuals
Commitment and MOT hearings	Report writing re: individual
Attending court with the individual	Individual-related staff travel
Discharge planning, individual present	Activity or recreation therapy
Discharge planning, individual not present	Education of individuals
	Early intervention activities

Service hours measure the amounts of services received by or on behalf of individuals or groups of individuals. For example, if nine individuals received one hour of group therapy, one service hour of outpatient services would be reported for each individual in a service.txt record in the CCS. Service hours are reported in the CCS service file only for the following core services:

- Emergency services,
- Motivational treatment services,
- Consumer monitoring services,
- Assessment and evaluation services,
- Early intervention services,
- Outpatient services,
- Intensive outpatient services,
- Medication assisted treatment,
- Assertive community treatment,
- Case management services,
- Individual supported employment, and
- Supportive residential services.

Mental health and developmental prevention services are discussed on the next page.



### Core Services Taxonomy 7.3

**Z-Consumers:** Service hours that are not received by or associated directly with individuals or groups of individuals also are collected and reported for the core services listed at the bottom of the previous page through the CCS using the z-consumer (unidentified individual receiving services) function (NC Service file). In addition, mental health and developmental prevention services are collected and reported using the z-consumer function, since individuals receiving services are not counted for prevention services. All information about Substance Abuse Prevention Services is collected and reported through the KIT Prevention System. Examples of z-consumer activities are listed below.

<i>Examples of Z-Consumer Activities for Service Hours</i>	
Case-specific clinical supervision	Employee, student, or peer assistance
Record charting	Staff preparation for individual, group, family, or marital counseling or therapy
Case consultation	Healthy pregnancies and fetal alcohol syndrome education
Treatment planning conference	Child abuse and neglect prevention and positive parenting programs
Phone Calls in emergency services	Neighborhood-based high risk youth programs
Participation in FAPT	Competency building programs
Coordination of multidisciplinary teams	Skill-building group training
Consultation to service providers	
Application for admission to facility	
Preparing for workshops and training	

Service hours received by groups of identifiable individuals (e.g., individuals participating in group outpatient services) must not be reported using the z-consumer function (NC service file); they must be reported in the service file as service hours received by each individual participating in the group. Similarly, service hours directly associated with individuals, such as case management without the individual present, discharge planning without the individual present, phone consultation with the individual, or report writing re: individual, must not be reported using the z-consumer function. Finally, units of service for core services measured with bed days, days of service, or day support hours must not be reported in the CCS using the z-consumer function (NC service file).

2. ***Bed Days***

A bed day involves an overnight stay by an individual in a residential or inpatient program, facility, or service. Given the unique nature of residential SA medically managed withdrawal services, CSBs may count partial bed days for this service. If an individual is in this program for up to six hours, this would equal ¼ bed day, six to 12 hours would equal ½ bed day, 12 to 18 hours would equal ¾ bed day, and 18 to 24 hours would equal one bed day.

3. ***Day Support Hours***

Many day support services provided to groups of individuals are offered in sessions of two or more consecutive hours. However, Medicaid billing units for State Plan Option and ID waiver services vary by service. Therefore, counting service units by the smallest reasonable unit, a day support hour, is desirable and useful. Medicaid service units, if different from taxonomy units of service, need to be converted to taxonomy units for Medicaid services included in the CCS. The day support hour is the unit of service for day treatment or partial hospitalization, ambulatory crisis stabilization, and rehabilitation or habilitation and measures hours received by individuals in those services.

## **Core Services Taxonomy 7.3**

This unit allows the collection of more accurate information about services and will facilitate billing various payors that measure service units differently. At a minimum, day support programs that deliver services on a group basis must provide at least two consecutive hours in a session to be considered a day support program.

### **4. *Days of Service***

Two employment services provided to groups of individuals are offered in sessions of three or more consecutive hours. Day of service is the unit of service for sheltered employment and group supported employment. A day of service equals five or more hours of service received by an individual. If a session lasts three or more but less than five hours, it should be counted as a half day. Since the unit of service is a day, fractional units should be aggregated to whole days in the CCS. Also, Medicaid service units, if different from taxonomy units, need to be converted to taxonomy units for Medicaid services included in the CCS.

## **Core Services Definitions: Static Capacities**

Static capacities are reported through performance contract reports in the Community Automated Reporting System (CARS) for those services shown in the Core Services Category and Subcategory Matrix with a static capacity that are provided by CSBs directly or through contracts with other providers.

### **1. *Number of Beds***

The number of beds is the total number of beds for which the facility or program is licensed and staffed or the number of beds contracted for during the performance contract period. If the CSB contracts for bed days without specifying a number of beds, convert the bed days to a static capacity by dividing the bed days by the days in the term of the CSB's contract (e.g., 365 for an annual contract, 183 for a new, half-year contract). If the CSB contracts for the placement of a specified number of individuals, convert this to the number of beds by multiplying the number of individuals by their average length of stay in the program and then dividing the result by the number of days in the term of the CSB's contract.

### **2. *Number of Slots***

Number of slots means the maximum number of individuals who could be served during a day or a half-day session in most day support programs. It is the number of slots for which the program or service is staffed. For example, in psychosocial rehabilitation programs, the number of slots is not the total number of members in the whole program; it is the number of members who can be served by the program at the same time during a session. If the CSB contracts for days of service without specifying a number of slots, convert the days of service to a static capacity by dividing the days of service by the days in the term of the CSB's contract (e.g., 248 for an annual contract based on 365 days minus 105 weekend and 12 holiday days). If the CSB contracts for the placement of a specified number of individuals, convert this to days of service by multiplying the number of individuals by the average units of service they receive and then convert the resulting days of service to slots, per the preceding example. If the CSB contracts for day support hours without specifying a number of slots, convert the hours to a static capacity by dividing the day support hours by the number of hours the program is open daily and dividing the result by the number of days the program is open during the CSB's contract period.

## Core Services Taxonomy 7.3

### Core Services Definitions: Individuals Receiving Services

Section 37.2-100 of the Code of Virginia defines an individual receiving services as a current direct recipient of public or private mental health, developmental, or substance abuse treatment or habilitation services. The term individual or individual receiving services will always be those individuals who have been admitted to a program area or for whom a CSB has opened a case and who have received valid services during a reporting period or the contract period. However, persons participating in prevention services are not counted as individuals receiving services.

If a CSB has opened a case for an individual or admitted an individual to a program area, but the individual has not received any valid services during the reporting period or the contract period, the CSB must not report that individual as a consumer in the CCS. Information about all individuals receiving valid services from CSBs through directly operated services or contracts with other providers must be collected and reported through the CCS.

### Inpatient Core Service and State Facility Cost Centers Crosswalk

The following table crosswalks the inpatient services in the core services taxonomy (4.a through g) with the state facility cost centers and codes.

<b>Core Service and State Facility Cost Accounting Crosswalk</b>		
<b>4.</b>	<b>Inpatient Services (Core Service)</b>	
	<b>State Facility Cost Center</b>	<b>Code</b>
a.	<b>Medical/Surgical</b>	
	Acute Medical/Surgical (Certified)	411
b.	<b>Skilled Nursing</b>	
	Skilled Nursing - ID (Certified)	421
	Skilled Nursing - General (Certified)	423
c.	<b>Intermediate Care Facility/Intellectual Disability (ID)</b>	
	ICF/ID Certified (General)	529
d.	<b>Intermediate Care Facility/Geriatric</b>	
	ICF (Certified)	441
	Chronic Disease (Certified)	443
e.	<b>Acute Intensive Psychiatric</b>	
	Acute Admissions (Certified)	457
g.	<b>Extended Rehabilitation</b>	
	Community Preparation/Psychosocial	481
	Long Term Rehabilitation	482
	Child and Adolescent Services (General)	487
	Clinical Evaluation	488
	Forensic Medium Security	490
	Forensic Maximum Security	491
	Forensic Intermediate Security	493

## Core Services Taxonomy 7.3

### Performance Contract Definitions

**Administrative Expenses** means the expenses incurred by the CSB for its administrative functions. Administrative expenses are incurred for common or joint activities that cannot be identified readily with a particular organizational activity or cost objective. Expenses may include overall leadership and supervision of the CSB organization (e.g., expenses for the executive director, deputy director or director of administration, and support staff), financial management, accounting, reimbursement, procurement, human resources management, information technology services, policy development, strategic planning, resource development and acquisition, quality improvement, risk management, intergovernmental relations, board member support, and media relations.

Administrative functions and expenses may be centralized or included in programs and services, depending on the CSB's organizational structure. However, in either alternative, administrative and management expenses must be identified and allocated on a basis that is auditable and satisfies generally accepted accounting principles among service costs across the three program areas and emergency and ancillary services on financial and service forms in the performance contract and reports, and administrative costs must be displayed separately on the Consolidated Budget form (page AF-1) in the performance contract and reports. CSB administrative and management expenses shall be reasonable and subject to review by the Department.

**Admission** means the process by which a CSB accepts a person for services in one or more program areas (all mental health, developmental, or substance abuse services). If a person is only interviewed regarding services or triaged and referred to another provider or system of care, that activity does not constitute an admission. The staff time involved in that activity should be recorded in the core service category or subcategory (e.g., emergency or outpatient services) where the activity occurred as a z-consumer, a service with no associated individual receiving services, for Community Consumer Submission (CCS) purposes. Admission is to a program area, not to a specific program or service. A clinical record is opened on all persons seen face-to-face for an assessment. Individuals who will be receiving services through a CSB-contracted program or service are admitted to a program area, based upon a face-to-face clinical assessment. In order for a person to be admitted to a program area, all of the following actions are necessary:

1. an initial contact has been made,
2. a clinical screening or initial assessment was conducted,
3. a unique identifier for the individual was assigned or retrieved from the management information system if the person has been admitted for a previous episode of care, and
4. the person is scheduled to receive services in a directly-operated or contractual service in the program area.

Admission is to a program area. An individual is not admitted to a program area for emergency services or ancillary (motivational treatment, consumer monitoring, assessment and evaluation, or early intervention) services; the CSB opens a case for that individual. The CCS requires collection of an abbreviated set of data elements, rather than a full set, for these services. However, all of the CCS data elements that were not collected then must be collected if an individual subsequently is admitted to a program area. It is possible that an individual may be admitted to more than one program area concurrently. A case is not opened for an individual participating in consumer-run services. CSBs providing consumer-run services directly or contractually must report the number of individuals participating in those services separately in the CARS management report.

### Core Services Taxonomy 7.3

**Case Management CSB** means the CSB that serves the area in which the individual receiving services lives. The case management CSB is responsible for case management, liaison with the state facility when a person is admitted to it, and discharge planning. Any change in case management CSB for an individual shall be implemented in accordance with the current *Discharge Planning Protocols* to ensure a smooth transition for the individual and the CSB. Case management CSB also means the CSB to which bed day utilization is assigned, beginning on the day of admission, for an episode of care and treatment when an individual is admitted to a state facility.

**Case Opening** means the process by which the CSB opens a case for a person. The CSB has determined that it can serve the person who has sought or been referred to it for services. This does not constitute an admission to a program area. When the CSB opens a case for a person, he or she can access the following services without being admitted to a program area: emergency services or ancillary (motivational treatment, consumer monitoring, assessment and evaluation, and early intervention) services. The CSB collects only minimal CCS data elements at case opening. If the person needs other services, he or she is admitted to a program area. A person can be admitted directly to a program area without going through case opening; however, CCS data and other information collected at case opening must still be collected and reported.

**Case Closing** means the process by which the CSB closes a case for an individual who received services.

**Cognitive Delay** means a child is at least three but less than six years old and has a confirmed cognitive developmental delay. Documentation of a confirmed cognitive developmental delay must be from a multidisciplinary team of trained personnel, using a variety of valid assessment instruments. A confirmed delay will be noted on the test with a score that is at least 25 percent below the child's chronological age in one or more areas of cognitive development. A developmental delay is defined as a significant delay in one of the following developmental areas: cognitive ability, motor skills, social/adaptive behavior, perceptual skills, or communication skills. A multidisciplinary team of trained personnel will measure developmental delay (25 percent below the child's chronological age) by using a variety of valid assessment instruments. The most frequently used instruments in Virginia's local school systems are the Battelle Developmental Inventory, Learning Accomplishments Profile - Diagnostic Edition (LAP-D), the Early Learning Accomplishment Profile (ELAP), and the Hawaiian Early Learning Profile (HELP). For infants and toddlers born prematurely (gestation period of less than 37 weeks), the child's actual adjusted age is used to determine his or her developmental status. Chronological age is used once the child is 18 months old.

**Co-Occurring Disorders** means individuals are diagnosed with more than one, and often several, of the following disorders: mental health or substance use disorders or intellectual disability. Individuals may have more than one substance use disorder and more than one mental health disorder. At an individual level, co-occurring disorders exist when at least one disorder of each type (e.g., mental health and substance use disorder or intellectual disability and mental health disorder) can be identified independently of the other and are not simply a cluster of symptoms resulting from a single disorder. The mental health and substance use disorders of some individuals may not, at a given point in time, fully meet the criteria for diagnoses in DSM IV categories. While conceptually ideal, diagnostic certainty cannot be the sole basis for system planning and program implementation.

### Core Services Taxonomy 7.3

A service definition of co-occurring disorders includes individuals who are pre-diagnosis in that an established diagnosis in one domain (mental health disorder, intellectual disability, or substance use disorder) is matched with signs or symptoms of an evolving disorder in another domain. Similarly, the service definition also includes individuals who are post-diagnosis in that one or both of their substance use disorder and their mental health disorder may have resolved for a substantial period of time, but who present for services with a unitary disorder and acute signs or symptoms of a co-occurring condition. For example, an individual with a substance use disorder who is now suicidal may not meet the formal criteria for a DSM IV diagnosis but is clearly in need of services that address both conditions. Refer to State Board Policy 1015 (SYS) 86-22 for more information about providing services to individuals with co-occurring mental health disorders, intellectual disability, or substance use disorders.

The definition of co-occurring disorders for the Community Consumer Submission data set is individuals shall be identified as having co-occurring mental health and substance use disorders if there is (1) an Axis I or Axis II mental health diagnosis and (a) an Axis I substance use disorder diagnosis or (b) admission to the substance abuse program area (denoted in a type of care record) or (2) an Axis I substance use disorder diagnosis and (a) an Axis I or Axis II mental health diagnosis or (b) admission to the mental health program area (denoted in a type of care record).

**Discharge** means the process by which a CSB documents the completion of a person's episode of care in a program area. Discharge occurs at the program area level, as opposed to a specific service. When an individual has completed receiving all services in the program area to which he or she was admitted, the person has completed the current episode of care and is discharged from that program area. A person is discharged from a program area if any of the following conditions exists; the individual has:

1. been determined to need no further services in that program area,
2. completed receiving services from all CSB and CSB-contracted services in that program area,
3. received no program area services in 90 days from the date of the last face-to-face service or service-related contact or indicated that he no longer desires to receive services, or
4. relocated or died.

Persons may be discharged in less than the maximum time since the last face-to-face contact (i.e., less than 90 days) at the CSB's discretion, but the person must be discharged if no face-to-face services have been received in the maximum allowable time period for that episode of care. Once discharged, should an individual return for services in a program area, that person would be readmitted to that program area; the subsequent admission would begin a new episode of care. If the person is discharged because he or she has received no services in 90 days, the discharge date must be the date of the last face-to-face or other contact with the person, not the 90<sup>th</sup> day.

In the rare circumstance in which services are provided for an individual after he or she has been discharged (e.g., completing a discharge summary), the units of service should be collected and reported in the core service category or subcategory (e.g., outpatient or case management services) where the activity occurred using the z-consumer function (NC service file), a service with no associated individual receiving services, for CCS purposes.

**Episode of Care** means all of the services provided to an individual to address an identified condition or support need over a continuous period of time between an admission and a discharge. An episode of care begins with admission to a program area, and it ends with the discharge from

### Core Services Taxonomy 7.3

that program area. An episode of care may consist of a single face-to-face encounter or multiple services provided through one or more programs. A person is not admitted to emergency services or ancillary services; those services are outside of an episode of care. If a person has received his or her last service but has not yet been discharged from a program area, and he or she returns for services in that program area within 90 days, the person is not readmitted, since he or she has not been discharged; the person is merely accepted into that program area for the needed services.

**Intellectual Disability** means a disability, originating before the age of 18 years, characterized concurrently by (i) significantly sub average intellectual functioning as demonstrated by performance on a standardized measure of intellectual functioning, administered in conformity with accepted professional practice, that is at least two standard deviations below the mean and (ii) significant limitations in adaptive behavior as expressed in conceptual, social, and practical adaptive skills (§ 37.2-100 of the Code of Virginia).

**Mental Illness** means a disorder of thought, mood, emotion, perception, or orientation that significantly impairs judgment, behavior, capacity to recognize reality, or ability to address basic life necessities and requires care and treatment for the health, safety, or recovery of the individual or for the safety of others (§ 37.2-100 of the Code of Virginia).

*Serious Mental Illness* means a severe and persistent mental or emotional disorders that seriously impair the functioning of adults, 18 years of age or older, in such primary aspects of daily living as personal relations, self-care skills, living arrangements, or employment. Individuals with serious mental illness who have also been diagnosed as having a substance abuse disorder or developmental disability are included in this definition. Serious mental illness is defined along three dimensions: diagnosis, level of disability, and duration of illness. All three dimensions must be met to meet the criteria for serious mental illness.

- a. **Diagnosis:** The person must have a major mental disorder diagnosed using the *Diagnostic and Statistical Manual of Mental Disorders* (DSM). These disorders are: schizophrenia, major affective disorders, paranoia, organic or other psychotic disorders, personality disorders, or other disorders that may lead to chronic disability. A diagnosis of adjustment disorder or a V Code diagnosis cannot be used to satisfy these criteria.
- b. **Level of Disability:** There must be evidence of severe and recurrent disability resulting from mental illness. The disability must result in functional limitations in major life activities. Individuals should meet at least two of the following criteria on a continuing or intermittent basis. The person:
  - 1.) Is unemployed; is employed in a sheltered setting or supportive work situation; has markedly limited or reduced employment skills; or has a poor employment history;
  - 2.) Requires public financial assistance to remain in the community and may be unable to procure such assistance without help;
  - 3.) Has difficulty establishing or maintaining a personal social support system;
  - 4.) Requires assistance in basic living skills such as personal hygiene, food preparation, or money management; or
  - 5.) Exhibits inappropriate behavior that often results in intervention by the mental health or judicial system.
- c. **Duration of Illness:** The individual is expected to require services of an extended duration, or the individual's treatment history meets at least one of the following criteria.

### Core Services Taxonomy 7.3

- 1.) The individual has undergone psychiatric treatment more intensive than outpatient care more than once in his or her lifetime (e.g., crisis response services, alternative home care, partial hospitalization, and inpatient hospitalization), or
- 2.) The individual has experienced an episode of continuous, supportive residential care, other than hospitalization, for a period long enough to have significantly disrupted the normal living situation.

*Serious Emotional Disturbance* means a serious mental health problem that can be diagnosed under the DSM-IV in children ages birth through 17 (until the 18<sup>th</sup> birthday), or the child must exhibit all of the following:

- a. Problems in personality development and social functioning that have been exhibited over at least one year's time, and
- b. Problems that are significantly disabling based upon the social functioning of most children that age, and
- c. Problems that have become more disabling over time, and
- d. Service needs that require significant intervention by more than one agency.

*At Risk of Serious Emotional Disturbance* means children aged birth through seven are considered at risk of developing serious emotional disturbances if they meet at least one of the following criteria.

- a. The child exhibits behavior or maturity that is significantly different from most children of that age and is not primarily the result of developmental disabilities; or
- b. Parents or persons responsible for the child's care have predisposing factors themselves that could result in the child developing serious emotional or behavioral problems (e.g., inadequate parenting skills, substance abuse, mental illness, or other emotional difficulties, etc.); or
- c. The child has experienced physical or psychological stressors that have put him or her at risk for serious emotional or behavioral problems (e.g., living in poverty, parental neglect, physical or emotional abuse, etc.).

Please refer to Appendix A that contains detailed criteria in checklists for serious mental illness, serious emotional disturbance, and at risk of serious emotional disturbance. Those criteria are congruent with these definitions and will ensure consistent screening for and assessment of these conditions.

**Program Area** means the general classification of service activities for one of the following defined conditions: a mental health disorder, intellectual disability, or a substance use disorder. The three program areas in the public services system are mental health, developmental, and substance abuse services. In the taxonomy, mental health or substance use disorder or intellectual disability refers to a condition experienced by an individual; and mental health, substance abuse, or developmental refers respectively to the services that address that condition.

**Service Area** means the city or county or any combination of cities and counties or counties or cities that established and is served by the CSB.

**Service Location** means the location in which the service for which a service.txt file is submitted in the Community Consumer Submission (CCS) was provided to an individual. Service location is reported in the service file for every service in all program areas (100, 200, and 300) and for



### Core Services Taxonomy 7.3

emergency and ancillary services (400). Service location is collected at every service encounter. Service locations are defined in CCS data element 65.

**Service Subtype** is a specific activity associated with a particular core service category or subcategory for which a service.txt file is submitted in the Community Consumer Submission. Service Subtypes now are defined only for emergency services and case management services. Service subtypes are defined in CCS data element 64.

**Substance Abuse** means the use of drugs, enumerated in the Virginia Drug Control Act (§ 54.01-3400 et seq.), without a compelling medical reason or alcohol that (i) results in psychological or physiological dependence or danger to self or others as a function of continued and compulsive use or (ii) results in mental, emotional, or physical impairment that causes socially dysfunctional or socially disordering behavior and (iii), because of such substance abuse, requires care and treatment for the health of the individual. This care and treatment may include counseling, rehabilitation, or medical or psychiatric care (§ 37.2-100 of the Code of Virginia). Substance abuse is now beginning to be defined and described as substance use disorder. There are two levels of substance use disorder: substance addiction (dependence) and substance abuse.

*Substance Addiction (Dependence)*, as defined by ICD-9, means uncontrollable substance-seeking behavior involving compulsive use of high doses of one or more substances resulting in substantial impairment of functioning and health. Tolerance and withdrawal are characteristics associated with dependence. ICD-9 defines substance dependence as a maladaptive pattern of substance use, leading to clinically significant impairment or distress, as manifested by three (or more) of the following, occurring at any time in the same 12-month period:

1. tolerance, as defined by a need for markedly increased amounts of the substance to achieve intoxication or desired effect or markedly diminished effect with continued use of the same amount of the substance;
2. withdrawal, as manifested by the characteristic withdrawal syndrome for the substance or the same (or a closely related) substance is taken to relieve or avoid withdrawal symptoms;
3. the substance is often taken in larger amounts or over a longer period than was intended;
4. there is a persistent desire or unsuccessful efforts to cut down or control substance use;
5. a great deal of time is spent on activities necessary to obtain the substance, use the substance, or recover from its effects;
6. important social, occupational, or recreational activities are given up or reduced because of substance use; and
7. the substance use is continued despite knowledge of having a persistent or recurrent physical or psychological problem that is likely to have been caused or exacerbated by the substance.

*Substance Abuse*, as defined by ICD-9, means a maladaptive pattern of substance use manifested by recurrent and significant adverse consequences related to the repeated use of substances. It leads to clinically significant impairment or distress, as manifested by one (or more) of the following occurring within a 12-month period:

1. recurrent substance use resulting in a failure to fulfill major role obligations at work, school, or home (e.g., repeated absences or poor work performance related to substance use; substance-related absences, suspensions, or expulsions from school; neglect of children or household);

### **Core Services Taxonomy 7.3**

2. recurrent substance use in situations in which it is physically hazardous (e.g., driving an automobile or operating a machine when impaired by substance use);
3. recurrent substance-related legal problems (e.g., arrests for substance-related disorderly conduct); and
4. continued substance use despite having persistent or recurrent social or interpersonal problems caused or exacerbated by the effects of the substance (e.g., arguments with spouse about consequences of intoxication, physical fights).

**Core Services Taxonomy 7.3**  
**Appendix A: Diagnostic Criteria Checklists**

<b>Serious Mental Illness Criteria Checklist</b>		
Yes	No	Criteria
		<b>1. Age:</b> The individual is 18 years of age or older.
		<b>2. DIAGNOSIS:</b> The individual has a major mental disorder diagnosed using the DSM IV. <b>At least one of the following diagnoses must be present.</b> Adjustment disorder or V Code diagnoses do not meet this criterion.
		Schizophrenia, all types
		Major Affective Disorder
		Paranoid Disorder
		Organic Disorder
		Other Psychotic Disorder
		Personality Disorder
		Other mental health disorder that may lead to chronic disability
		<b>3. Level Of Disability:</b> There must be evidence of severe and recurrent disability resulting from mental illness. The disability must result in functional limitations in major life activities. <b>The individual must meet at least two of these criteria on a continuing or intermittent basis.</b> The individual:
		Is unemployed; employed in a sheltered setting or a supportive work situation; has markedly limited or reduced employment skills; or has a poor employment history.
		Requires public financial assistance to remain in the community and may be unable to procure such assistance without help.
		Has difficulty establishing or maintaining a personal social support system.
		Requires assistance in basic living skills such as personal hygiene, food preparation, or money management.
		Exhibits inappropriate behavior that often results in intervention by the mental health or judicial system.
		<b>4. Duration Of Illness: The individual's treatment history must meet at least one of these criteria.</b> The individual:
		Is expected to require services of an extended duration.
		Has undergone psychiatric treatment more intensive than outpatient care more than once in his or her lifetime (e.g., crisis response services, alternative home care, partial hospitalization, and inpatient hospitalization).
		Has experienced an episode of continuous, supportive residential care, other than hospitalization, for a period long enough to have significantly disrupted the normal living situation.
		If Yes is checked for criterion 1, and for at least one response in criterion 2, and for at least two responses in criterion 3, and for at least one response in criterion 4, then check Yes here to indicate that the individual has serious mental illness.
<b>NOTE:</b> Any diagnosis checked in 2 above must be documented in the individual's clinical record and in the CSB's information system, and the individual's clinical record also must contain documentation that he or she meets any criteria checked in 3 and 4 above.		

## Core Services Taxonomy 7.3

### Appendix A: Diagnostic Criteria Checklists

<b>Serious Emotional Disturbance Criteria Checklist</b>		
<b>Yes</b>	<b>No</b>	<b>Criteria</b>
		<b>1. Age:</b> The individual is a child, age birth through 17 (until the 18 <sup>th</sup> birthday).
		<b>2. Diagnosis:</b> The child has a serious mental health problem that can be diagnosed under the DSM IV. Specify the diagnosis: _____
		<b>3. Problems And Needs: The child must exhibit all of the following:</b>
		Problems in personality development and social functioning that have been exhibited over at least one year's time, and
		Problems that are significantly disabling based upon the social functioning of most children that child's age, and
		Problems that have become more disabling over time, and
		Service needs that require significant intervention by more than one agency.
		If Yes is checked for criterion 1 and for criterion 2 <b>OR</b> for all four responses in criterion 3, then check Yes here to indicate that the child has serious emotional disturbance.
<p><b>NOTE:</b> Any diagnosis in criterion 2 above must be documented in the child's clinical record and in the CSB's information system, and the child's clinical record also must contain documentation of any of the problems or needs checked in criterion 3 above.</p>		

<b>At Risk Of Serious Emotional Disturbance Criteria Checklist</b>		
<b>Yes</b>	<b>No</b>	<b>Criteria</b>
		<b>1. Age:</b> The person is a child, age birth through 7.
		<b>2. Problems: The child must meet at least one of the following criteria.</b>
		The child exhibits behavior or maturity that is significantly different from most children of that age and which is not primarily the result of developmental disabilities; or
		Parents or persons responsible for the child's care have predisposing factors themselves that could result in the child developing serious emotional or behavioral problems (e.g., inadequate parenting skills, substance use disorder, mental illness, or other emotional difficulties, etc.); or
		The child has experienced physical or psychological stressors that have put him or her at risk for serious emotional or behavioral problems (e.g., living in poverty, parental neglect, or physical or emotional abuse, etc.).
		If Yes is checked for criterion 1 and for any problem in criterion 2, then check Yes here to indicate that the child is at risk of serious emotional disturbance.
<p><b>NOTES:</b> These criteria should be used only if the child does not have serious emotional disturbance. The child's clinical record must contain documentation of any of the problems checked in criterion 2 above.</p>		

## Core Services Taxonomy 7.3

### Appendix B: Core Services Taxonomy and Medicaid Intellectual Disability Home and Community-Based Waiver (ID Waiver) Services Crosswalk

Core Services Taxonomy Service	ID Home and Community-Based Waiver Service
Emergency Services	Crisis Stabilization/Crisis Supervision Personal Emergency Response System <sup>1</sup>
Inpatient Services	None
Outpatient Services	Skilled Nursing Services <sup>2</sup> Therapeutic Consultation <sup>3</sup>
Case Management Services	None. Case Management is not a Waiver service.
Day Support: Habilitation	Day Support (Center-Based and Non-Center-Based) and Prevocational
Sheltered Employment	None
Group Supported Employment	Supported Employment - Group Model
Individual Supported Employment	Supported Employment - Individual Placement
Highly Intensive Residential Services	None, this is ICF/ID services in the taxonomy.
Intensive Residential Services	Congregate Residential Support Services <sup>5</sup>
Supervised Residential Services	Congregate Residential Support Services <sup>5</sup>
Supportive Residential Services	Supported Living/In-Home Residential Supports Agency and Consumer-Directed Respite Services, Personal Assistance Services <sup>4</sup> , and Companion Services
Early Intervention, Ancillary Services	None

This crosswalk is included for information purposes. When there is an inconsistency between Medicaid service units and taxonomy units of service, taxonomy units of service will be used for uniform cost report and CCS purposes. Medicaid service definitions can be accessed at <https://www.virginiamedicaid.dmas.virginia.gov/wps/portal/ProviderManuals>

<sup>1</sup> **Personal Emergency Response System** will be counted in the taxonomy and performance contract in terms of numbers of individuals served and expenses; there are no core services taxonomy units of service for this Medicaid service.

<sup>2</sup> **Skilled Nursing Services** are available to individuals with serious medical conditions and complex health care needs that require specific skilled nursing services that are long term and maintenance in nature ordered by a physician and which cannot be accessed under the Medicaid State Plan. Services are provided in the individual's home or a community setting on a regularly scheduled or intermittent need basis. The Medicaid service unit is one hour.

<sup>3</sup> **Therapeutic Consultation** provides expertise, training, and technical assistance in a specialty area (psychology, behavioral consultation, therapeutic recreation, rehabilitation engineering, speech therapy, occupational therapy, or physical therapy) to assist family members, care givers, and other service providers in supporting the individual receiving services. ID Waiver therapeutic consultation services may not include direct therapy provided to Waiver recipients or duplicate the activities of other services available to the person through the State Plan for Medical Assistance. This service may not be billed solely for monitoring purposes. The Medicaid service unit is one hour. Therapeutic consultation is included under outpatient services in the crosswalk, instead of

### Core Services Taxonomy 7.3

case management services, to preserve the unique nature of case management services and because it seemed to fit most easily in outpatient services. This also is the preference expressed by the VACSB Developmental Services Council.

<sup>4</sup> **Personal Assistance Services** are available to ID Waiver recipients who do not receive congregate residential support services or live in an assisted living facility and for whom training and skills development are not primary objectives or are received in another service or program. Personal assistance means direct assistance with personal care, activities of daily living, medication or other medical needs, and monitoring physical condition. It may be provided in residential or non-residential settings to enable an individual to maintain health status and functional skills necessary to live in the community or participate in community activities. Personal assistance services may not be provided during the same hours as Waiver supported employment or day support, although limited exceptions may be requested for individuals with severe physical disabilities who participate in supported employment. The Medicaid service unit is one hour. Personal Assistance Services and Companion Services are included under supportive residential services because they are more residentially based than day support based. The credentials for both include Department residential services licenses. This is the preference expressed by the VACSB Developmental Services Council. The Medicaid service unit and taxonomy unit are the same, a service hour.

<sup>5</sup> **Congregate Residential Support Services** have a Medicaid service unit measured in hours; this is inconsistent with the taxonomy bed day unit of service for intensive and supervised residential services. Therefore, congregate residential support services will be counted in the taxonomy and performance contract reports in terms of numbers of individuals served and expenses; there are no taxonomy units of service for these Medicaid services.

**Environmental Modifications** are available to individuals who are receiving at least one other ID Waiver service along with Medicaid targeted case management services. Modifications are provided as needed only for situations of direct medical or remedial benefit to the individual. These are provided primarily in an individual's home or other community residence. Modifications may not be used to bring a substandard dwelling up to minimum habitation standards. Environmental modifications include physical adaptations to a house or place of residence necessary to ensure an individual's health or safety or to enable the individual to live in a non-institutional setting, environmental modifications to a work site that exceed reasonable accommodation requirements of the Americans with Disabilities Act, and modifications to the primary vehicle being used by the individual. The Medicaid service unit is hourly for rehabilitation engineering, individually contracted for building contractors, and may include supplies. Environmental Modifications are included in the core service in which they are implemented (e.g., various residential services or case management services).

**Assistive Technology** is available to individuals who are receiving at least one other ID Waiver service along with Medicaid targeted case management services. It includes specialized medical equipment, supplies, devices, controls, and appliances not available under the State Plan for Medical Assistance that enable individuals to increase their abilities to perform activities of daily living or to perceive, control or communicate with the environment in which they live or that are necessary to their proper functioning. It may be provided in a residential or non-residential setting. The Medicaid service unit is hourly for rehabilitation engineering or the total cost of the item or the supplies. Assistive technology is included in the core service in which it is implemented (e.g., various residential services or case management services).

## Core Services Taxonomy 7.3

### Appendix C: Retired Core Services Service Codes

The following core services service codes have been retired from use. The codes are listed in this appendix so that when core service categories or subcategories are added to the taxonomy in the future, none of these retired codes will be assigned to those new services.

<b>Retired Core Services Service Codes</b>		
<b>Core Service Category</b>	<b>Former Core Services Subcategory</b>	<b>Service Code</b>
Outpatient Services	Medical Services	311
Outpatient Services	Intensive In-Home Services	315
Outpatient Services	Opioid Detoxification Services	330
Outpatient Services	Opioid Treatment Services	340
Day Support	Therapeutic Day Treatment for Children and Adolescents	415
Day Support	Alternative Day Support Arrangements	475
Residential Services	Jail-Based Habilitation Services	531
Residential Services	Family Support Services	587
Limited Services	Substance Abuse Social Detoxification Services	710

### Appendix D: Reserved for Future Use

## Core Services Taxonomy 7.3

### Appendix E: Regional Program Operating Principles

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.

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. 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. CSBs are the single points of entry into publicly funded mental health, developmental, and substance abuse services, the local points of accountability for coordination of those services, and the only entities identified in the Code of Virginia that the Department can fund for the delivery of community mental health, developmental, or substance abuse services.

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. Adherence to these principles will ensure that performance contracts and reports, including the Community Automated Reporting System (CARS) and the Community Consumer Submission (CCS) reports, contain complete and accurate information about individuals receiving services, services, funding, and expenses.

#### Regional Program Operating Principles

1. **Individual CSB Reporting:** The CCS, a secure and HIPAA-compliant individual data reporting system, is the basis for all statewide individual and service data. Therefore, every individual served in any manner must be included in some CSB's information system, so that necessary individual and service information can be extracted by CSBs and provided to the Department using the CCS. If a CSB does not collect information about all of the individuals it serves and services, including those served by regional programs, in its information system, it will not be able to report complete information about its operations to the Department.
  - a. Unless subsection b. is applicable, each CSB participating in a regional program shall admit individuals that it serves through the regional program to the applicable program area(s) and maintain CCS data about them in its information system. For performance contract and report purposes (CARS and CCS), each participating CSB shall maintain and report funding, expense, cost, individual, and service information associated with the regional program for each individual that it serves through the regional program.



### Core Services Taxonomy 7.3

- b. If one CSB operates a regional program on behalf of other CSBs in a region, it shall admit all individuals for services provided by the regional program, maintain CCS data about these individuals in its information system, and maintain and report funding, expense, cost, individual, and service information associated with those individuals, or, if the participating CSBs elect, each referring CSB may report on the individuals it serves.
2. **Regional Program Funding:** Depending on the design of a regional program, the Department may disburse state 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. Sections 37.2 -504 and 37.2-508 of the Code of Virginia establish the community services performance contract as the mechanism through which the Department provides state and federal funds to CSBs for community services and through which CSBs report on the use of those and other funds. All regional programs shall be included in the performance contract and reflected in CARS and CCS reports.
    - a. 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.
    - b. 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.
    - c. 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.
    - d. 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 CARS reports and CCS 3 extracts 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.
    - e. 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 pages of Exhibit A while the participating CSBs and the fiscal agent CSB report information about individuals served, units of services, and expenses for those units only for the individuals it serves on the program pages of Exhibit A, with a note on the Comments page of Exhibit A explaining the differences between the fiscal and program pages. 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.

### Core Services Taxonomy 7.3

3. **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.
4. **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.
5. **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.
6. **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, but not the funding and expense information, even though it did not provide or pay for it, since there would be no other way for information about it to be extracted through the CCS. 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.
7. **Transfers of Resources Among CSBs:** CSBs should be able to transfer state, local, and federal funds to each other to pay for services that they purchase from each other.
8. **Use of Existing Reporting Systems:** Existing reporting systems (the CCS and CARS) shall be used wherever possible, rather than developing new reporting systems, to avoid unnecessary or duplicative data collection and entry. Any new service or program shall be implemented as simply as possible regarding reporting requirements.
9. **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.
10. **Local Supplements:** If a CSB participating in a regional program supplements the allocation of state 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

### **Core Services Taxonomy 7.3**

regional program and double counting individuals served by and service units delivered in the regional program, since the operating CSB already reports this information.

11. **Balances:** Unexpended balances of current or previous fiscal year regional program funds should not be retained by the participating CSBs to which the regional fiscal agent CSB or the Department disbursed the funds, unless this is approved by the region for purposes that are consistent with the legislative intent of the Appropriation Act item that provided the funds. Otherwise, the balances should be available for redistribution during the fiscal year among participating CSBs to ensure maximum utilization of these funds. Each region should establish procedures for monitoring expenditures of regional program funds and redistributing those unexpended balances to ensure that uses of those funds are consistent with the legislative intent of the Appropriation Act item that provided the funds.
12. **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 upon request.
13. **Local Participation:** Whenever possible, regional funding and reporting approaches should encourage or provide incentives for the contribution of local dollars to regional activities.

#### **Four 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 should 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.

##### **1. Operating CSB-Funded Regional Program Model**

1. The CSB that operates a regional program receives state and sometimes other funds 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 total actual individuals served and units of service(s) delivered in its Community Consumer Submission 3 (CCS 3) extracts and reports funding, expenses, costs, and static capacities in its CARS. Other CSBs, which refer individuals to the regional program for services, project and report nothing for the regional program in their contracts, CARS reports, or CCS 3 extracts.
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

### Core Services Taxonomy 7.3

applicable program area by the operating CSB, unless they are receiving other services in that program area from that operating CSB. If individuals also are 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 ensures that the appropriate information about individuals and services in the regional program is entered into its information system, so that the information can be extracted by the CCS 3 and reported in the CCS 3 and applicable CARS reports. Thus, for performance contract and reporting purposes, individuals receiving services from a regional program operated by that CSB are reported by that operating 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 CCS 3 extracts 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, these other CSBs show the revenues and expenses for this supplement on the financial forms in their performance contracts, contract revisions, and reports. However, these 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. These 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 sometimes other funds received from the Department, based on service utilization or an agreed-upon formula.
7. 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.

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.

#### 2. All Participating CSBs-Funded Regional Program Model

1. Each CSB that participates in a regional program that is operated by one of those CSBs receives state and sometimes other funds from the Department for that program. Each participating CSB 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

### **Core Services Taxonomy 7.3**

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 in its Community Consumer Submission 3 (CCS 3) extracts and reports funding, expenses, costs, and static capacities in its performance contract reports (CARS) 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), 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, so that the information can be extracted by the CCS 3 and reported in the CCS 3 submissions and applicable CARS reports for that participating CSB.
5. 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.

#### **3. Fiscal Agent CSB-Funded Regional Program Model**

1. One CSB receives state and sometimes other 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 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

### **Core Services Taxonomy 7.3**

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.

4. 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 CARS reports, but it only displays in its reports the expenses for any regional program that it implements.
5. As an alternative to paragraphs 1 through 4 for some kinds of 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 paragraph 2.
6. Each CSB implementing a regional program ensures that appropriate information about the individuals it serves and their services is entered into its information system, so that the CCS 3 can extract the information and report it in the CCS 3 submissions and applicable CARS reports.
7. 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.

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.

#### **3.a. 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.

### **Core Services Taxonomy 7.3**

3. 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 authorization body established by and described in the MOA in paragraph 2. 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.
4. 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 CARS 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.
5. The CSB that purchases the local inpatient services ensures that appropriate information about individuals, services, and costs is entered into its management information system, so that the CCS 3 can extract the information and report it in the CCS 3 submissions and applicable CARS reports.
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.

#### **4. Fiscal Agent CSB-Funded Contract Agency Regional Program Model**

1. One CSB receives state and sometimes other 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, where the CCS 3 can extract the information.
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 (pages AP-1 through AP-4) but does not enter any funding or expenditure information in its performance contract report (CARS). 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

### **Core Services Taxonomy 7.3**

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.

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.
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.

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.



## Core Services Taxonomy 7.3

### Appendix F: 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 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 established 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 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 apply.

#### 2. Regional Management Group (RMG)

- a. The participating CSBs and 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 RMC 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.
- 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:

### **Core Services Taxonomy 7.3**

- 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.
  - 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

### Core Services Taxonomy 7.3

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 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.

### **Core Services Taxonomy 7.3**

- 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 the Community Automated Reporting System (CARS).
- 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 extracted by the Community Consumer Submission (CCS) and reported in the monthly CCS extracts and applicable CARS 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. Privacy of Personal Information**

- a. The CSB, the Department, and any other parties participating in a regional program agree to maintain all protected health information (PHI) learned about individuals receiving services confidential and agree to disclose that information only in accordance with applicable state and federal law and regulations, including the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 CFR Part 2, the Virginia Health Records Privacy Act, the Department's human rights regulations, and each party's own privacy policies and practices. The organization operating the regional program shall provide a notice to individuals participating in or receiving services from the regional program that it may share protected information about them and the services they receive, as authorized by HIPAA and other applicable federal and state statutes and regulations. The organization shall seek the authorization of the individual to share this information whenever possible.
- b. Even though each party participating in a regional program may not provide services directly to each of the individuals served through the regional program, the parties may disclose the PHI of individuals receiving services to one another under 45 C.F.R. § 164.512(k)(6)(ii) in order to perform their responsibilities related to this regional program,

### **Core Services Taxonomy 7.3**

including coordination of the services and functions provided under the regional program and improving the administration and management of the services provided to the individuals served in it.

- c. In carrying out their responsibilities in the regional program, the CSB, the Department, and any other parties involved in this regional program may use and disclose PHI to one another to perform the functions, activities, or services of the regional program on behalf of one another, including utilization review, financial and service management and coordination, and clinical case consultation. In so doing, the parties agree to:
- 1.) Not use or further disclose PHI other than as permitted or required by the performance contract or these procedures or as required by law;
  - 2.) Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by the performance contract or these procedures;
  - 3.) Report to the other parties any use or disclosure of PHI not provided for by the performance contract or these procedures of which they become aware;
  - 4.) Impose the same requirements and restrictions contained in the performance contract or these procedures on their subcontractors and agents to whom they provide PHI received from or created or received by the other parties to perform any services, activities, or functions on behalf of the other parties;
  - 5.) Provide access to PHI contained in a designated record set to the other parties in the time and manner designated by the other parties or at the request of the other parties to an individual in order to meet the requirements of 45 CFR 164.524;
  - 6.) Make available PHI in its records to the other parties for amendment and incorporate any amendments to PHI in its records at the request of the other parties;
  - 7.) Document and provide to the other parties information relating to disclosures of PHI as required for the other parties to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528;
  - 8.) Make their internal practices, books, and records relating to use and disclosure of PHI received from or created or received by the other parties on behalf of the other parties, available to the Secretary of the U.S. Department of Health and Human Services for the purposes of determining compliance with 45 CFR Parts 160 and 164, subparts A and E;
  - 9.) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that they create, receive, maintain, or transmit on behalf of the other parties as required by the HIPAA Security Rule, 45 C.F.R. Parts 160, 162, and 164;
  - 10.) Ensure that any agent, including a subcontractor, to whom they provide electronic PHI agrees to implement reasonable and appropriate safeguards to protect it;
  - 11.) Report to the other parties any security incident of which they become aware; and
  - 12.) At termination of the regional program, if feasible, return or destroy all PHI received from or created or received by the parties on behalf of the other parties that the parties still maintain in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections in this appendix to the information and

### Core Services Taxonomy 7.3

limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- d. Each of the parties may use and disclose PHI received from the other parties, if necessary, to carry out its legal responsibilities and for the proper management and administration of its business. Each of the parties may disclose PHI for such purposes if the disclosure is required by law, or if the party obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially, that it will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and that the person will notify the party of any instances of which it is aware in which the confidentiality of the information has been breached.
- 7. Reporting:** The CSB shall provide all required information (e.g., the number of individuals receiving services, the total expenditures for the regional program, and the total amount of regional program restricted funds expended) to the Department about the regional programs in which it participates, principally through CCS and CARS reports. CSBs shall not be required to submit more frequent standard reports or reports on individuals, unless such requirements have been established in accordance with the applicable sections of the performance contract. The CSB also shall identify all individuals in regional programs that it serves in its CCS extract submissions using the applicable consumer designation codes.

#### 8. 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.
  - 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.
- 9. Compensation and Payment:** The Department shall disburse semi-monthly payments of state general and federal funds to the CSB for the regional program as part of its regular semi-monthly disbursements to the CSB.

## Core Services Taxonomy 7.3

### Appendix G: Core Services Taxonomy Work Group Commentary

The following comments reflect the deliberations and decisions of the Core Services Taxonomy Work Group and the VACSB Data Management Committee. These comments are included for information or historical background purposes.

Peer-provided services are included and reported where they are delivered, for example, in outpatient, rehabilitation, or residential services, rather than in consumer-run services. Peer-provided services are provided by individuals who identify themselves as having mental health, substance use, or co-occurring disorders and are receiving or have received mental health, substance abuse, or co-occurring services. The primary purpose of peer-provided services is to help others with mental health, substance use, or co-occurring disorders. Peer-provided services involve partnering with non-peers, such as being hired by community mental health or substance abuse programs in designated peer positions or traditional clinical positions. Peers may serve as recovery coaches, peer counselors, case managers, outreach workers, crisis workers, and residential staff, among other possibilities. Units of service provided by peers in core services should be included with all service units collected and reported through the CCS. CSBs will report the numbers of peers they employ in each program area to provide core in their CARS management reports.

*Family Support* was a separate core services subcategory in Taxonomy 6; however, it was eliminated as a separate subcategory in Taxonomy 7. Family support offers assistance for families who choose to provide care at home for family members with mental disabilities. Family support is a combination of financial assistance, services, and technical supports that allows families to have control over their lives and the lives of their family members. Family is defined as the natural, adoptive, or foster care family with whom the person with a mental disability resides. Family can also mean an adult relative (i.e., sister, brother, son, daughter, aunt, uncle, cousin, or grandparent) or interested person who has been appointed full or limited guardian and with whom the person with the mental disability resides. The family defines the support. While it will be different for each family, the support should be flexible and individualized to meet the unique needs of the family and the individual with the mental disability. Family support services include respite care, adaptive equipment, personal care supplies and equipment, behavior management, minor home adaptation or modification, day care, and other extraordinary needs. Funds and expenses for family support activities should be included in the applicable core service subcategories, but numbers of individuals would not be included separately, since those individuals are already receiving the service in the category or subcategory. If an individual is receiving nothing but family support, he or she should be opened to consumer monitoring and the family member with a mental disability would be counted and reported as an individual receiving services in consumer monitoring.

*Consultations* include professional and clinical consultations with family assessment and planning teams (CSA), other human services agencies, and private providers. No ISPs are developed, and Department licensing is not required. In consultations, CSB staff members are not providing services or care coordination to individuals; the staff are only consulting with service providers and other agencies about individuals who are receiving services from other organizations. Since there are no individuals receiving services counted for consultations, service units will be collected through the z-consumer function in the CCS. Traditionally, consultations have been and will continue to be included in outpatient or case management services. However, if a CSB is providing other services, this is not a consultation situation; the CSB opens a case for the individual or admits the individual to a program area, depending on the other services received. For example, if a CSB is providing significant amounts of staff support associated with FAPT or Title IV-E activities, it may include this support as part of consumer monitoring services.

## Core Services Taxonomy 7.3

### Appendix H: REACH Services Crosswalk and Reporting Requirements

This exhibit provides guidance to the CSBs providing Regional Education Assessment Crisis Services and Habilitation (REACH) program services about how to report those services in their monthly CCS 3 submissions to the Department. REACH program services must be reported only in emergency services, ancillary services and the developmental services program area; they must not be reported in the mental health services or substance abuse services program areas. There are only seven services that CSBs providing REACH program services directly or contractually must include in their information systems in a way that information about them can be extracted and exported to the Department through CCS 3. These services are:

1. **100 Emergency Services**, licensed by the Department as crisis intervention services;
2. **390 Consumer Monitoring Services** (ancillary services), not licensed by the Department;
3. **720 Assessment and Evaluation Services** (ancillary services), not licensed by the Department;
4. **420 Ambulatory Crisis Stabilization Services** (in the developmental services program area), licensed by the Department as mental health non-residential crisis stabilization;
5. **510 Residential Crisis Stabilization Services** (in the developmental services program area), licensed by the Department as mental health residential crisis stabilization services for adults;
6. **521 Intensive Residential Services** (in the developmental services program area), licensed by the Department as intellectual disability residential therapeutic respite group home services for adults - includes ID assessment/treatment beds; and
7. **581 Supportive Residential Services** (in the developmental services program area), licensed by the Department as REACH intellectual disability supportive in-home services for adults.

These are the only services provided to individuals who have been determined to be served in the REACH program that should be included in CCS 3 submissions to the Department. When they provide them, CSBs that operate or contract for REACH program services must include the following information about these seven services in their CCS 3 submissions.

**Consumer File:** Include all applicable CCS 3 consumer data elements on an individual receiving REACH program services if the individual has not already been admitted to the developmental services program area (for services 4 through 7 above) or if the CSB has not opened a case on the individual for emergency services or ancillary services (for services 1 through 3 above).

**Type of Care File:** Include a type of care file on the individual if he or she receives services 4 through 7 above and has not already been admitted to the developmental services program area.

**Service Files:** Include service files to report receipt of:

1. Emergency services (pseudo program area code 400 and service code 100) if the individual receives crisis intervention services,
2. Consumer monitoring (pseudo program area code 400 and service code 390) if the individual receives consumer monitoring services,
3. Assessment and evaluation (pseudo program area code 400 and service code 720) if the individual receives assessment and evaluation services,
4. Ambulatory crisis stabilization (developmental services program area code 200 and service code 420) if the individual receives mental health non-residential crisis stabilization,



### **Core Services Taxonomy 7.3**

5. Residential crisis stabilization (developmental services program area code 200 and service code 510) if the individual receives mental health residential crisis stabilization services for adults,
6. Intensive residential services (developmental services program area code 200 and service code 521) if the individual receives intellectual disability residential therapeutic respite group home services for adults, or
7. Supportive residential services (developmental services program area code 200 and service code 581) if the individual receives REACH intellectual disability supportive in-home services for adults.

When they provide these services, CSBs that operate or contract for REACH program services also must include funding, expenditure, cost, and static capacity information about these seven services in their quarterly CARS Reports submitted to the Department.

Board Agenda Item  
July 11, 2023

ACTION - 4

Authorization to Establish the Fairfax Talent Up Fund - A Work-Based Learning Program Demonstration Project

ISSUE:

Board of Supervisors' authorization to create a grant program to provide relief to workers impacted by the COVID-19 pandemic – those that faced unemployment or underemployment or seek greater economic mobility. The program would be funded through an allocation of the Coronavirus State and Local Fiscal Recovery Funds provided through the Federal American Rescue Plan Act (ARPA) under the authority to assist individuals who want and are available for work. Approval is also requested for the County Executive to enter into an agreement with an organization to administer the program.

RECOMMENDATION:

The County Executive recommends the Board of Supervisors (Board) establish the Fairfax Talent Up Fund – a work-based learning demonstration project (Talent Up Fund) for individuals that have suffered negative economic impacts due to the COVID-19 pandemic, approve the expenditure of \$2,500,000. Approval is also requested for the County Executive to enter into an agreement with an organization to administer the program.

TIMING:

Board action is requested on July 11, 2023, to execute the program in accordance with ARPA guidance.

BACKGROUND:

On March 23, 2022, the County's Economic Advisory Commission (EAC) convened a working session to explore how to better assist businesses to utilize work-based learning as a solution to their urgent need to onboard, develop and retain skilled workers. That meeting led to the development of a program designed to expand new talent pools, boost recruiting, up-skill workers, provide employment opportunities to unemployed or underemployed workers, and increase retention of skilled talent.

On August 2, 2022, Supervisor Foust introduced a Board Matter to establish a fund to support work-based learning opportunities. The Board Matter stated, "Work-based

Board Agenda Item  
July 11, 2023

learning (WBL) programs provide a method for employers to onboard employees that may have less experience or credentials, expand the labor pool, and build talent, and can also increase retention and accelerate the productivity of workers once employed.”

The American Rescue Plan Act allocated State and Local Fiscal Recovery Funds (Fiscal Recovery Funds) to the County. Among other uses, the County may use its Fiscal Recovery Funds to respond to the “negative economic impacts” of the COVID-19 pandemic including assistance to individuals. The U.S. Department of the Treasury is charged with oversight of the Fiscal Recovery Funds. In the guidance accompanying its Final Rule, Treasury identifies responding to the negative economic impact on a class of beneficiaries as an eligible use including, “Assistance for individuals who want and are available for work, including those who are unemployed, have looked for work sometime in the past 12 months, who are employed part-time but who want and are available for full-time work, or who are employed but seeking a position with greater opportunities for economic advancement.”

While the public health mitigation measures are now subsiding and the economy is slowly reopening, many workers and jobseekers continue to experience the negative impacts of unemployment and underemployment - especially those individuals that may not have a college degree. In addition, across our economy, worker recruitment and retention are top issues for the majority of firms (based on local, regional, and national surveys) and the shortage of workers using traditional talent-sourcing approaches is constraining economic growth and business success. In 2022 the U.S. Census Bureau initiated a survey of small businesses titled “What Businesses Need in the Next Six Months.” That effort identified the number one issue facing small businesses was the ability to identify and hire new employees.

Work-Based Learning usually provides a program intermediary to onboard new employees that have less experience or credentials, expand the labor pool and build talent, and can also increase retention and accelerate the productivity of workers once employed and is a talent-sourcing method for interested employers. As designed, the Talent Up Fund will use a Program Intermediary that will provide a stipend to the worker for the duration of their participation in the program and will cover any ancillary costs, thereby mitigating hiring risk to the participating employer, other than daily management and oversight.

In line with these requirements and the Board’s direction, the purpose of the Talent Up Fund will help address and mitigate the negative economic impacts experienced by unemployed or underemployed individual residents through engaging Fairfax County employers, including those with an interest in changing job requirements to include non-college (four-year) degreed candidates with transferable skills and place up to 200 of these Fairfax County jobseekers into temporary-to-permanent (temp-to-perm) work-

Board Agenda Item  
July 11, 2023

based opportunities. This will be accomplished through providing stipends to eligible and selected workers during short-term employment placements, to gain work experience and skills, ideally resulting in permanent jobs/ hiring offers from participating companies.

The Fairfax Talent Up Fund will support employers in addressing their talent challenges by aligning hard-to-fill entry-level, gateway jobs to include previously overlooked worker groups and connect them with regional talent sources to fill temp-to-perm internships as a new talent onboarding mechanism. The Initiative will operate over a pilot period of 15-18 months.

The goals of the Fairfax Talent Up Fund are as follows:

1. Support workers and employers to increase success and conversion of part-time employees to full-time employment;
2. Match qualified but previously overlooked and diverse Fairfax County workers with employers;
3. Incentivize employers to use WBL by reducing their initial hiring risks and costs associated with WBL and providing stipend supports for participants during the work-based learning period;
4. Build a consortium of regional talent resource partners and participating employers to integrate WBL as a sustainable, ongoing solution following this pilot project.

The two groups of Talent Up Fund program participants include workers and employers. The summary below provides an overview of the participating groups, with detailed program guidelines and eligibility found in Attachment A.

1. **Workers:** Any post-high school or equivalent (GED), Fairfax County resident who has been negatively impacted by unemployment or underemployment or who are employed but seeking a position with greater opportunities for economic advancement as defined in the SLFRF Final Rule § 35.6).
2. Subgroups of interest include experienced workers without U.S. four-year degrees with transferable skills (STARS – Skilled Through Alternative Routes), community college students, recent high school graduates (especially those from CTE Academy-style training programs), dislocated workers, immigrants, and refugees with U.S work authorization, and other workers seeking to switch to higher-paying in-demand careers that offer economic mobility.

3. **Employers:** Any for-profit business or nonprofit organization with a physical presence in Fairfax County is eligible to participate, with additional program-level requirements to help ensure that employers' interests are aligned with the WBL initiative's strategic objectives, which include affirming that the job on which a proposed internship is focused pays a competitive wage of \$20 an hour or more. Subgroups of interest include: Employers offering entry and mid-level jobs in occupational clusters shown to be in demand and are hard to fill. These same clusters are also identified as proven gateway jobs that may launch new professional career pathways:
- Entry-level IT roles
  - Professional sales and customer service roles
  - Administrative/Program assistants
  - Accounting, bookkeeping, and auditing clerks
  - Entry-level Health care roles

Staff continues to evaluate the most effective means of supporting Fairfax County employers, workers, and jobseekers through the regional economic recovery. The Board may increase this fund at any time in the future.

FISCAL IMPACT:

Funding of \$2,500,000 for the Talent Up Program is recommended from the Fiscal Recovery Funds that have been provided to the County. The work-based learning services provided to County jobseekers and employers are direct costs necessary to achieve the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) goals. The WBL Program Intermediary will utilize the Federally-approved De Minimus Rate of 10% for Indirect Administrative costs and will be in compliance with Federal Treasury regulations.

EQUITY IMPACT:

The Fairfax County Talent Up Program will address racial and social inequities and improve career pathways that lead to economic mobility for workers of color. The 2021 Fairfax County Economic Recovery Framework found that workers of color and lower-income workers experienced COVID-19 pandemic-related job losses at disproportionately higher rates than other workers in the county. Job loss was highest among low-wage positions that require a high school diploma or no credential; short-term or no on-the-job training; and no prior job experience.

The WBL Program aligns with One Fairfax's priorities for workforce development by giving residents, particularly non-degreed workers, skilled through alternative routes, the

Board Agenda Item  
July 11, 2023

opportunity to further develop the skills and professional experience needed to participate in a knowledge-based economy and earn sufficient income. These workers are more likely to be from a historically marginalized racial or ethnic group. The program also benefits Fairfax County employers by expanding their talent pools and matching job opportunities to qualified, diverse workers. Institutional racism contributes to the lack of opportunity and increased inequity for workers skilled through alternative routes, who identify as black, Hispanic, and, or woman. Work-based learning is successful among these groups, because it provides workers with access to social capital and work experience.

The WBL Fund goals provide an opportunity to advance multiple County initiatives including the County Strategic Plan), the Chairman’s Task Force on Equity (Cradle to Career) and the Economic Recovery Framework recommendation to promote a more just and resilient economy.

ENCLOSED DOCUMENTS:

Attachment 1 – Proposed Fairfax Talent Up Fund Program Parameters

STAFF:

Rachel Flynn, Deputy County Executive

Michael A Becketts, Director, Department of Family Services (DFS)

Rebecca Moudry, Director, Department of Economic Initiatives (DEI)

Theresa Benincasa, Manager, Economic Mobility, DEI

Daniel Mekibib, Assistant Division Director for Workforce Development, DFS

William Browning, Manager, Workforce Innovations, DFS

ASSIGNED COUNSEL:

Patricia McCay, Senior Assistant County Attorney

## The Fairfax Talent Up Fund (A Work-Based Learning Demonstration Project) “Talent Up Fund Program Guidelines”

### Grant Awards

The Fairfax Talent Up Fund (Talent Up Fund) will provide compensation support through subsidized employment to eligible and selected workers. The compensation support will be associated with temporary employment placements designed to build additional skills and work experience, ideally leading to permanent jobs/ hiring offers from participating companies. A particular effort will be made to identify applicants that have developed *skills through alternative routes – STARS*.

### Eligibility Requirements and Use of Funds

The Fairfax Talent Up Fund grant funds are for individuals who want to and are available for work, including those who were unemployed during the COVID-19 health emergency, and have looked for work sometime in the past 12 months, who are employed part-time but who want and are available for full-time work, or who are employed but seeking a position with greater opportunities for economic advancement as defined in the SLFRF Final Rule § 35.6).

### Worker Eligibility

Eligibility Requirement	Proposed Verification Method
Minimum age of 18 years	Form I-9 Acceptable Documents (required to establish identity and employment authorization.)
Primary residence in Fairfax County.	Government-issued ID (e.g., driver’s license, learner’s permit, etc.)  Utility Bill  Public Assistance Record
COVID Impact: Experience of employment-related challenges related to the effects of COVID-19, such as laid off, furloughed, leave of absence, difficulty finding employment, under-employed (with wages, benefits and/or hours not enough to sustain the household), or are employed, but seeking a position with greater economic advancement.	Unemployment: submission of evidence from the Virginia Employment Commission.  Underemployed: Job-seeker self-attestation  Seeking Economic Advancement: Job-seeker self-attestation
Eligible to work in the U.S., including a Social Security number	Form I-9 Acceptable Documents (required to establish identity and employment authorization.)
Resume or application that meets basic qualifications for a posted internship position	Subrecipient program staff review, based on each sponsoring employer’s job description

**Prioritization of Financial Assistance**

To direct the County’s limited resources and financial assistance to negatively impacted individuals in ways that will best accomplish the purpose of the ARPA Fiscal Recovery Funds and the Fairfax Talent Up Fund program, the County reserves the right to prioritize that financial assistance.

**Employer Eligibility**

Fairfax County employers eligible to participate in the Talent Up Program (host participating workers as temporary employees), will prioritize those firms with hard-to-fill entry-level gateway jobs. Additionally, firms with a minimum average wage of \$20/hour for these positions will be given priority.

<b>Eligibility Requirement</b>	<b>Proposed Verification Method</b>
Business, nonprofit, or public sector entities	EIN; IRS determination letter for nonprofits; Government charter
Physical Location Presence in Fairfax County and incorporated cities within Fairfax County.	Address validation
Current Fairfax County Business, Professional and Occupational License (BPOL)	County BPOL
Meet additional requirements for participation in a Talent Up Fund (readiness to establish Talent Up Fund/internship, manage intern, terms of grant agreement)	Employer Readiness Checklist and Employer Agreement

Initial targets for WBL Fund opportunities include the following occupational clusters shown to be in demand regionally. These include, but are not limited to:

- Entry-level IT roles
- Professional sales and customer service roles
- Administrative/Program assistants
- Accounting, bookkeeping, and auditing clerks
- Entry-level Health Care roles



Board Agenda Item  
July 11, 2023

ACTION - 5

Board Approval of the Fairfax County Department of Transportation's Major Service Change, Disparate Impact, and Disproportionate Burden Policies for the Fairfax Connector

ISSUE:

Board approval of the attached proposed Major Service Change, Disparate Impact, and Disproportionate Burden policies for the Fairfax Connector (Attachment 1), as part of the Fairfax County Department of Transportation's (FCDOT's) forthcoming triennial update to its Title VI Plan.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the attached Major Service Change, Disparate Impact, and Disproportionate Burden policies for the Fairfax Connector substantially in the form of the attached document (Attachment 1).

TIMING:

The Board of Supervisors is requested to act on this item on July 11, 2023, so that the County can complete a full Title VI Plan, pursuant to Federal Transit Administration (FTA) Circular 4702.1B. FTA regulations require that the Board consider and approve separately these proposed Major Service Change, Disparate Impact, and Disproportionate Burden policies in advance of, and separately from consideration of the full, triennially updated, Title VI Plan. The Fairfax County Department of Transportation anticipates submitting a complete Title VI Plan to the Board of Supervisors for consideration on July 25, 2023, to comply with FTA's policy to review proposed plans at least 60 days in advance of the October 1, 2023, policy renewal date.

BACKGROUND:

All recipients of any federal financial assistance (e.g., states, local governments, transit providers) are subject to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and the United States Department of Transportation's (USDOT's) implementing regulations. To document Title VI compliance, all recipients of federal financial assistance must maintain a valid Title VI Plan that demonstrates how the recipient is complying with Title VI requirements that prohibit discrimination on the basis of race, color, or national origin. Although not directly prohibited by Title VI, preventing discrimination on the basis of economic status is also part of a Title VI Plan. Integral to a valid Title VI Plan is the

separate adoption of Major Service Change, Disparate Impact, and Disproportionate Burden policies. These policies help ensure that the needs of minority populations and low-income communities are fully and fairly evaluated when changes to Fairfax Connector services are being considered. The proposed policies establish thresholds that determine what kinds of service changes are considered “major,” when adverse effects of major service or fare changes are borne disproportionately by minority populations, and if major service or fare changes disparately impact low-income populations vis-à-vis the general population.

The proposed policies and thresholds, which are largely unchanged from the existing Title VI Plan adopted by the Board in 2020, are summarized below.

- **Major Service Change (MSC)** – A major service change (MSC) is defined as either an increase or a decrease of 25 percent or more in either daily revenue service hours, revenue service miles, or both, for the individual route being modified.

Major Service Change Policy Key Definitions:

- Daily Revenue Service Hours: The number of hours a bus operates while carrying paying passengers.
  - Revenue Service Miles: The number of miles a bus operates while carrying paying passengers.
- **Disparate Impact (DI)** – A disparate impact (DI) occurs under the following circumstances:
    - For a proposed service increase or fare reduction, **calculate service area minority population percent minus route area minority population percent**. If the result is greater than or equal to +10%, then a DI has occurred.
    - For a proposed service reduction or fare increase, **calculate route area minority population percent minus service area minority population percent**. If the result is greater than or equal to +10%, then a DI has occurred.
  - **Disproportionate Burden (DB)** – A disproportionate burden (DB) occurs under the following circumstances:
    - For a proposed service increase or fare reduction, **calculate service area low-income population percent minus route area low-income population**

Board Agenda Item  
July 11, 2023

**percent**. If the result is greater than or equal to +10%, then a DB has occurred.

- For a proposed service reduction or fare increase, **calculate route area low-income population percent minus service area low-income population percent**. If the result is greater than or equal to +10%, then a DB has occurred.

Per Federal regulations, these policies underwent a public comment period from April 12, 2023, to May 8, 2023. The public comment period was advertised on the Fairfax Connector website, social media (i.e., posts to Fairfax Connector's Facebook page and Twitter feed), and through the Connector Info email listserv.

To receive feedback on the proposed policies, members of the public and other stakeholders were offered several different options for providing comment, including:

- A widely advertised online survey;
- Virtual stakeholder discussions for representatives of community organizations serving minority and low-income populations; and
- A webpage featuring both the proposed written policies as well as a recorded presentation video explaining the Major Service Change and Disparate Impact/Disproportionate Burden policies.

The online survey was offered in eight different languages: English, Amharic, Arabic, Chinese, Korean, Spanish, Urdu, and Vietnamese. The survey questions were identical in each language. Using examples to make the concepts more accessible, the survey described FCDOT's proposed Major Service Change and Disparate Impact/Disproportionate Burden policies and asked respondents to provide their opinions about them through multiple-choice and open-ended questions.

To analyze their suitability and efficacy, the policies were first evaluated in terms of how well they met the policy objectives, as described in Circular 4702.1B, namely that the thresholds would neither be so low as to always identify an impact, nor so high as to never identify an impact. FCDOT analyzed the existing Major Service Change, Disparate Impact, and Disproportionate Burden Policies and their performance over the past three years. Based on these analyses and the fact that the responding public was generally supportive of the proposed policies for the next three-year period, FCDOT determined that the policies should remain unchanged (from the current ones adopted in 2020) for the next three years.

Board Agenda Item  
July 11, 2023

EQUITY IMPACT:

An Equity Impact Assessment is not required for this item, as this is a statutory requirement of the Federal Transit Administration following Title VI of the Civil Rights Act of 1964.

FISCAL IMPACT:

Obtaining Title VI Compliance will allow Fairfax County to be eligible to receive future FTA grants and other USDOT funding, including possible New Starts funding to support the Richmond Highway Bus Rapid Transit Project. Otherwise, no direct fiscal impact results from approving these policies.

ENCLOSED DOCUMENTS:

Attachment 1: Major Service Change, Disparate Impact, and Disproportionate Burden Policies

STAFF:

Rachel Flynn, Deputy County Executive  
Gregg Steverson, Acting Director, Fairfax County Department of Transportation (FCDOT)  
Kenneth Saunders, Director, Office of Human Rights and Equity Programs (OHREP)  
Noelle Dominguez, Chief, Coordination and Funding Division, FCDOT  
Dwayne Pelfrey, Chief, Transit Services Division, FCDOT  
Brent Riddle, Coordination and Funding Division, FCDOT  
Michael Felschow, Chief, Planning Section, Transit Services Division, FCDOT  
Kyle Davis, Transit Services Division, FCDOT

ASSIGNED COUNSEL:

Joanna L. Faust, Assistant County Attorney

# 3. CHAPTER 3: SERVICE STANDARDS AND POLICIES

Attachment 1

FCDOT has developed transit service standards and policies to guide the equitable provision of service and amenities in Fairfax County.

## 3.4. Major Service Change, Disparate Impact, and Disproportionate Burden Policies

### 3.4.1. INTRODUCTION TO MAJOR SERVICE CHANGE, DISPARATE IMPACT, AND DISPROPORTIONATE BURDEN POLICIES

In accordance with the requirements of FTA Circular 4702.1B, Title VI Requirements for Federal Transit Administration Recipients, FCDOT must establish policies and thresholds for what constitutes a Major Service Change (MSC), Disparate Impact (DI), and Disproportionate Burden (DB) for use in future service equity and fare equity analyses.

According to the Circular, the County must revisit these policies every three years and make revisions as necessary. While a new analysis was completed to ensure these thresholds continue to meet FTA guidelines, the proposed policies and thresholds for FY 2024-2026 are unchanged.<sup>1</sup> **Appendix F** shows the July 11, 2023, Fairfax County Board of Supervisors Board Meeting Approval for the Major Service Change, Disparate Impact, and Disproportionate Burden Policies and their accompanying thresholds.

The use of these policies to evaluate proposed service and fare changes prior to implementation is designed to determine whether those changes will have a discriminatory impact based on race, color, or national origin.

A MSC is a numerical threshold that determines when changes are large enough in scale for the individual transit system to require a subsequent service equity analysis.

FTA C 4702.1B defines disparate impact and disproportionate burden as follows:

“The transit provider shall develop a policy for measuring **disparate impacts**. The policy shall establish a threshold for determining when adverse effects of service changes are borne disproportionately by minority populations. The disparate impact threshold defines statistically significant disparity and may be presented as a statistical percentage of impacts borne by minority populations compared to impacts borne by non-minority populations. The disparate impact threshold must be applied uniformly, regardless of mode, and cannot be altered until the next Title VI Program submission.” (FTA C 4702.1B, Chap. IV-13)

<sup>1</sup> The language of the Disparate Impact and Disproportionate Burden policies have been updated to provide clearer language for comprehension and application. The thresholds and their application remain unchanged.



“The transit provider shall develop a policy for measuring **disproportionate burdens** on low-income populations. The policy shall establish a threshold for determining when adverse effects of service changes are borne disproportionately by low-income populations. The disproportionate burden threshold defines statistically significant disparity and may be presented as a statistical percentage of impacts borne by low-income populations as compared to impacts borne by non-low-income populations. The disproportionate burden threshold must be applied uniformly, regardless of mode.” (FTA C 4702.1B, Chap. IV-17).

FTA C 4702.1B requires that if a disparate impact on minority communities is found, Fairfax County must determine ways to avoid, minimize, or mitigate the impact. Fairfax County can only implement a proposed change that results in a disparate impact, if substantial legitimate justification exists, and there are no alternatives meeting the same legitimate objectives. FCDOT is committed to adequately addressing any adverse impacts that result in a disproportionate burden to low-income communities.

### 3.4.2. MAJOR SERVICE CHANGE, DISPARATE IMPACT, AND DISPROPORTIONATE BURDEN POLICIES

FCDOT’s current MSC, DI, and DB policies for Fairfax Connector FY 2024-2026 are as follows.

#### Major Service Change

A MSC is defined as an increase or a decrease of 25 percent or more in either daily revenue service hours, revenue service miles, or both for the individual route being modified.

FCDOT MSC Policy Key Definitions:

- Daily Revenue Service Hours: The number of hours a bus operates while carrying paying passengers
- Daily Revenue Service Miles: The number of miles a bus operates while carrying paying passengers

#### Disparate Impact

A DI occurs under the following circumstances:

- For a proposed service increase or fare reduction, calculate service area minority population percent minus route area minority population percent. If the result is greater than or equal to +10%, then a DI has occurred.
- For a proposed service reduction or fare increase, calculate route area minority population percent minus service area minority population percent. If the result is greater than or equal to +10%, then a DI has occurred.

#### Disproportionate Burden

A DB occurs under the following circumstances:

- For a proposed service increase or fare reduction, calculate service area low-income population percent minus route area low-income population percent. If the result is greater than or equal to +10%, then a DB has occurred.
- For a proposed service reduction or fare increase, calculate route area low-income population percent minus service area low-income population percent. If the result is greater than or equal to +10%, then a DB has occurred.

### 3.4.3. MAJOR SERVICE CHANGE, DISPARATE IMPACT, AND DISPROPORTIONATE BURDEN POLICY DEVELOPMENT



To develop the recommendations for the MSC, DI, and DB policies, FCDOT reviewed the policies and thresholds established in 2020 and the methodology used in their establishment. Staff held an internal work session to review. **Section 3.5** and **Section 3.6** describe the major service changes and major fare changes, respectively, that occurred over the previous three years using the previously established policies. By reviewing the previous analyses that occurred while utilizing the policies, staff were able to evaluate how the policies were utilized and their efficacy in evaluating the equitable distribution of service changes.

Staff also employed a variety of other informational items and data, including:

- Census data analysis on the demographic and socio-economic composition of the population living within a quarter mile of a Fairfax Connector route, which is the distance recommended by FTA
- Ridership survey data collected in 2019
- Policies in place at peer transit agencies in the Washington, D.C. metropolitan area and across the United States

### **Major Service Change Policy Development**

FTA requires that agencies' MSC policy address both service reductions and service increases for all fixed-route modes of service. FCDOT's current policy, which is the same as the new proposed MSC policy, considers the potential addition to or reduction of daily revenue service miles and hours. Revenue service hours and revenue service miles were both included in the policy due to the different types of services offered by the Fairfax Connector—some Fairfax Connector routes run for short periods of time over long distances, while other routes run for many hours in revenue service but operate over a smaller geographic area.

FCDOT's service equity analyses of the past three years and public input re-confirmed that the current policy of 25 percent in either revenue service reductions or increases should continue as the threshold for constituting a MSC. The 25 percent threshold triggered 46 major service changes in this time period. Of these changes, 10 involved the creation of a new route, 13 involved the elimination of a route, and 19 involved other changes, including changes to route alignments, spans of service, or headways. This reporting period included a unique service change in preparation for the extension of the Metrorail Silver Line Phase 2, for which service changes within the Reston-Herndon area were comprehensive in nature, encompassing all routes and a re-envisioning of service (35 routes impacted out of the 46 major service changes during this reporting period). Route modifications below the 25 percent threshold impacted very few riders and did not cause significant negative public reactions.

### **Disparate Impact/Disproportionate Burden Policy Development**

The DI and DB were evaluated by examining service equity analyses performed since the approval of the previous Title VI Program (**Section 3.5** and **Section 3.6** describe the major service changes and major fare changes, respectively, that occurred over the previous three years using the previously established policies). The minority and low-income percentages of the population living within a quarter mile of routes affected by major service changes were compared with the minority and low-income percentages of the population living within the entire Fairfax Connector service area. The service equity analyses showed that a 10 percent threshold for both disparate impact and disproportionate burden would again meet the goal of FTA Title VI Circular 4702.1B, in that it is not so low as to always identify an impact, nor so high as to never identify an impact. Public input generally agreed with the proposed 10 percent threshold, although responses were mixed for the impacts found when adding service as opposed to removing service. FCDOT's policies must account for both reductions and additions to service.

## **3.4.4. MAJOR SERVICE CHANGE, DISPARATE IMPACT, AND DISPROPORTIONATE BURDEN POLICY PUBLIC COMMENT AND STAKEHOLDER INPUT**



A public comment period on the proposed MSC and DI/DB policies was held from April 12 to May 8, 2023.<sup>2</sup> **Figure 1** shows FCDOT’s press release initiating the public comment period. Members of the public and stakeholders were offered several different options for providing comment, including:

- An online survey
- Virtual stakeholder discussions for representatives of community organizations serving minority and low-income populations
- A webpage featuring both the proposed written policies as well as a recorded presentation video explaining the MSC and DI/DB policies.

The online presentation, also used for the stakeholder discussion presentations, can be found in **Appendix C**. Detailed responses collected by FCDOT during the public comment period are contained in **Appendix D**.

---

<sup>2</sup> The initial end date of the public comment period had been announced as May 5, 2023. It was extended during the comment period to last until May 8, 2023.





Figure 1: April 12, 2023, Press Release

SEARCH 
Translate

RESIDENTS
BUSINESS
GOVERNMENT
FAIRFAX COUNTY VIRGINIA
SERVICES
CONNECT

Home
Connector
Fairfax Connector News
Provide Feedback on Title VI 2023 Update to Transit Service Change Policies

## Fairfax Connector

CONTACT INFORMATION: Our call center is open 5AM-10PM M-F, 7AM-9PM Sat-Sun

703-339-7200  
TTY 703-339-1608

[fairfaxconnector@fairfaxcounty.gov](mailto:fairfaxconnector@fairfaxcounty.gov)

4050 Legato Road, Suite 400, Fairfax, VA 22033

Dwayne Pelfrey, Chief

### DEPARTMENT RESOURCES

Department Homepage

## Provide Feedback on Title VI 2023 Update to Transit Service Change Policies < 3 min

**For Immediate Release**  
April 14, 2023

**Fairfax County Department of Transportation (FCDOT)** invites you to provide feedback on the proposed update of its Title VI program. Title VI policies ensure equitable distribution of transit service changes and as part of the update process the public is encouraged to give input on:

- Major Service Changes are changes significant enough to require special analysis that ensure that the proposed changes will not have discriminatory effects on minority or low-income areas.
- Disparate Impact describes a service change that may have discriminatory effects on minority areas.
- Disproportionate Burden describes a service change that may have discriminatory effects on low-income areas.

**Proposed Major Service Change Policy**

A major service change is a numerical threshold in change of service that determines when changes are large enough in scale to require the individual transit system to perform a service equity analysis. FCDOT's proposed Major Service Change Policy is as follows: A major service change is defined as either an increase or a decrease of 25 percent or more in either daily revenue service hours, revenue service miles, or both for the individual route being modified.

**Proposed Disparate Impact/Disproportionate Burden Policy**

A Disparate Impact/Disproportionate Burden policy defines a numerical threshold that determines when a "major service change" impacts minority riders or burdens low-income riders at a rate greater than the non-minority or non-low-income riders.

[Learn more about the Title VI 2023 Update.](#)

**Ways to Provide Feedback Through Friday, May 5, 2023**

We invite you to share your thoughts on these important policies through May 5, 2023:

- Take a brief survey (available in the languages below):

Language	Survey Link
English	<a href="https://survey.alchemer.com/s3/7256454/FCDOT-2023-Title-VI-Survey-English">https://survey.alchemer.com/s3/7256454/FCDOT-2023-Title-VI-Survey-English</a>
Amharic	<a href="https://survey.alchemer.com/s3/7256454/amharic">https://survey.alchemer.com/s3/7256454/amharic</a>
Arabic	<a href="https://survey.alchemer.com/s3/7256454/arabic">https://survey.alchemer.com/s3/7256454/arabic</a>
Chinese (simplified)	<a href="https://survey.alchemer.com/s3/7256454/chinese">https://survey.alchemer.com/s3/7256454/chinese</a>
Korean	<a href="https://survey.alchemer.com/s3/7256454/korean">https://survey.alchemer.com/s3/7256454/korean</a>
Spanish	<a href="https://survey.alchemer.com/s3/7256454/spanish">https://survey.alchemer.com/s3/7256454/spanish</a>
Urdu	<a href="https://survey.alchemer.com/s3/7256454/urdu">https://survey.alchemer.com/s3/7256454/urdu</a>
Vietnamese	<a href="https://survey.alchemer.com/s3/7256454/vietnamese">https://survey.alchemer.com/s3/7256454/vietnamese</a>

- Email your comments to [fairfaxconnector@fairfaxcounty.gov](mailto:fairfaxconnector@fairfaxcounty.gov)
- Call 703-877-5600, TTY 711
- Mailing your comments to: Fairfax County Department of Transportation, Attention: Title VI Plan Update, 4050 Legato Road, Suite 400, Fairfax, VA 22033-2895

If you have additional questions or would like material in another language, please contact FCDOT at 703-877-5600, TTY 711.

**Stay Connected with Fairfax Connector**

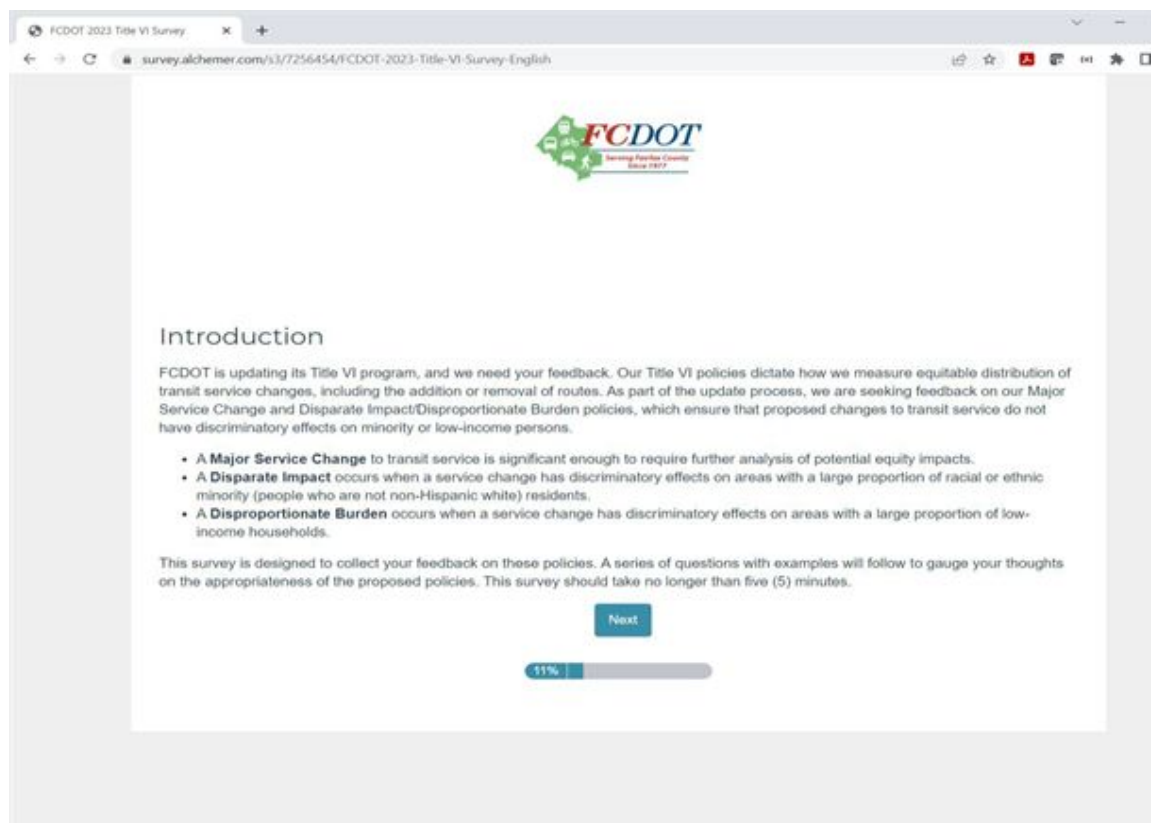
- Watch "How to Ride" Video: English and Español
- To receive notifications for your bus route, sign up for BusTracker email or text alerts
- For more information about Connector service, email [fairfaxconnector@fairfaxcounty.gov](mailto:fairfaxconnector@fairfaxcounty.gov), or call 703-339-7200, TTY 711
- Follow us on Twitter @ffxconnector or like us on Facebook
- Sign-up for alerts at [www.fairfaxcounty.gov/alerts](http://www.fairfaxcounty.gov/alerts)
- Visit <https://www.fairfaxcounty.gov/connector/news>



## Online Survey

To solicit feedback on the proposed policies, FCDOT offered an online survey in eight different languages: English, Amharic, Arabic, Chinese, Korean, Spanish, Urdu, and Vietnamese. The survey questions were identical in each language. Using examples to make the concepts more accessible, the survey described FCDOT’s proposed MSC and DI/DB policies and asked respondents to provide their opinions about them through multiple-choice and open-ended questions. **Figure 2** is a screenshot of the first page of the survey. The survey questions are included in **Appendix E**.

Figure 2: Screenshot of First Page of FCDOT Title VI Policy Survey



## SUMMARY OF SURVEY RESULTS

Fifty-five responses to the online survey were received. Respondents were generally satisfied with the County’s MSC policy, with 75 percent agreeing with the 25 percent threshold for changes to revenue hours and 58 percent agreeing with the 25 percent threshold for changes to revenue miles. Comments on the MSC policy varied: some respondents believed the threshold should be lowered to place a greater emphasis on equity analyses, while others felt the threshold should be raised to give transit officials more flexibility to improve service.

Survey respondents expressed mixed opinions about FCDOT’s 10 percent threshold for disparate impacts and disproportionate burdens. Respondents were asked to evaluate service reductions and service additions for both disparate impact and disproportionate burden thresholds, based on existing populations of minorities and low-income individuals in Fairfax County. Comments addressing these policies stated that respondents did not think the policies should apply to service additions. While respondents noted that they believed service should be balanced equitably, they did not think service additions to non-low-income or non-minority areas should be restricted, especially if a route is serving areas of high density and high need. Commenters also felt that there



should be more consideration for seniors when implementing service changes, noting that changes can create accessibility challenges. Detailed online survey results are available in **Appendix E**.

### Stakeholder Discussions

FCDOT, with the assistance of the Fairfax County Office of Human Rights and Equity Programs (OHREP), organized two virtual stakeholder discussions for community-based organizations to solicit feedback directly from community stakeholders serving minority, low-income, and limited English proficient populations. FCDOT invited approximately 90 organizations to the stakeholder discussions. Representatives from three of the organizations and one self-advocate participated in the meetings. **Table 1** includes the logistics and attendees for the stakeholder discussions.

Each stakeholder discussion included a 45-minute presentation that provided an overview of FCDOT’s Title VI Program development process and explained the MSC, DI, and DB policies and how they would be applied. At key intervals during the presentation, the moderator paused to allow for discussion and comment. The rest of the hour was dedicated to question-and-answer and discussion time.

Table 1: Stakeholder Discussions – Logistics and Attendees

Date and Time	Location	Attendees
Wednesday, April 12, 2023 10:00 AM - 11:00 AM	Microsoft Teams Web Conference	Three attendees: <ul style="list-style-type: none"> <li>■ Waamiq Marshall-Washington, Cornerstones</li> <li>■ Ivana Escobar, United Community</li> <li>■ Katherine Montgomery, Self-advocate</li> </ul>
Thursday, April 13, 2023 11:00 AM - 12:00 PM	Microsoft Teams Web Conference	One attendee: <ul style="list-style-type: none"> <li>■ Carol Robinson Huntley, ACCA Child Development Center</li> </ul>

### SUMMARY OF STAKEHOLDER DISCUSSIONS

This section provides a summary of the stakeholder discussion meetings. The complete responses from the stakeholder discussions can be found in **Appendix D**.

Through the presentations, the participants gained an understanding of how FCDOT developed and will apply the MSC, DI, and DB policies. Participants asked clarifying questions about the policies and voiced their opinions about the recommended thresholds for each policy. While participants generally agreed with the thresholds, one participant noted that the DI and DB policies seemed abstract and questioned if the thresholds would be sensitive enough to identify equity impacts. Other feedback included recommending FCDOT inform community members on how to give ongoing feedback about major service change impacts, even after public comment periods have closed, and to share historical effectiveness of the policy thresholds during outreach to help community members understand the real-world implications.

Participants also provided feedback regarding Fairfax Connector services more broadly and provided suggestions on how to ensure effective communication between FCDOT and community members in general. Additionally, bus stop safety and features were topics of conversation, as well as travel time on the bus.

### Public Comments Received via Email or US Postal Service

FCDOT received comments electronically via the online survey but did not receive any comments via email. FCDOT did not receive any comments via the US Postal Service.



### Overall Responses Received

FCDOT developed an outreach strategy that included a web page with a pre-recorded presentation detailing the proposed policies, an online survey, and stakeholder discussions. The public was guided to the website through an intensive social media outreach strategy that utilized multiple platforms.

For the 2020 Title VI Program update, and for the previous update, four individuals participated in the stakeholder discussions (they were previously referred to as focus groups). This time, four individuals also participated in the stakeholder discussions. For this update, FCDOT received 55 responses to the online survey, compared to 111 responses in 2020. Going forward, FCDOT will continue to be on the lookout for new strategies to increase the effectiveness of outreach.

## 3.5. Major Service Changes Implemented from FY 2021 to FY 2023

### 3.5.1. RELEVANT FAIRFAX COUNTY TITLE VI PROGRAM ELEMENTS

A service equity analysis may require the evaluation of as many as four items, depending on the nature of the route, the proposed changes to it, and the environment that it serves. The policies listed in this section are those contained in the County's previous Title VI Program, as approved by the Board of Supervisors on September 29, 2020. The Disparate Impact and Disproportionate Burden definitions were approved by Board of Supervisors on September 15, 2020.

Under the previous Title VI Program:

- A **major service change** is defined as either an increase or a decrease of 25 percent or more in either daily revenue service hours, revenue service miles, or both for the individual route being modified.
- A **disparate impact** occurs when the difference between minority riders and non-minority riders affected by a proposed fare or service change is 10 percent or greater.
- A **disproportionate burden** occurs when the difference between low-income riders and non-low-income riders affected by a proposed fare or service change is 10 percent or greater.

These policies were in place when the equity analyses over the last three years were completed.

### 3.5.2. SUMMARY OF MAJOR SERVICE CHANGES

The service changes proposed for implementation since the approval of Fairfax County's previous Title VI program in 2020 were reviewed as mandated in Circular 4702.1B, *Title VI Requirements and Guidelines for Federal Transit Administration Recipients*. Forty-six routes experienced a major service change in this time period. Of these changes, 10 involved the creation of a new route, 13 involved the elimination of a route, and 19 involved other changes, including changes to route alignments, span of service, or headway. The service changes are described in **Table 2**. This reporting period included a unique service change in preparation for the extension of the Metrorail Silver Line Phase 2, for which service changes within the Reston-Herndon area were comprehensive in nature, encompassing all routes and a re-envisioning of service (35 routes impacted out of the 46 major service changes during this reporting period).



Table 2: List of Major Service Changes, August 2020 to January 2023

Date of Change	Route	Proposed Service Change(s)	Percent Change in Weekday Revenue Hours	Percent Change in Weekday Revenue Miles
August 2020	722	New route providing express service between the McLean Metrorail Station and the CIA GBCI facility in Langley, VA.	100%	100%
January 2021	350	New route, replacing Metrobus Route S80. Service to the new TSA headquarters, Metro Park, Springfield Mall, and the Franconia–Springfield Metrorail Station.	100%	100%
January 2021	351	New route, replacing Metrobus Route S91. Express service between the Franconia–Springfield Metrorail Station and new TSA headquarters.	100%	100%
Metrorail Silver Line Phase 2		The service changes proposed for implementation in 2022 were reviewed as mandated by the Circular. The planned service changes are cost-neutral and redistribute service from routes that were made redundant by the opening of Metrorail Silver Line Phase 2 service throughout the Reston-Herndon area of Fairfax County. As part of these changes, four routes were added (615, 901, 921, and 954), 12 routes were removed (505, 551, 554, 556, 559, 585, 926, 927, 929, 980, 981, and 985), and 19 routes experienced other changes including realignments, span of service, or headways (507, 552, 553, 557, 558, 574, 599, 605, 924, 937, 950, 951, 952, 983, RIBS 1, RIBS 2, RIBS 3, RIBS 4, and RIBS 5). The service changes within the Reston-Herndon area were comprehensive in nature, encompassing all routes and a re-envisioning of service. As a result, adverse effects were analyzed on a census block group basis instead of a route-by-route basis, and all proposed service changes were deemed major service changes.		
October 2022	334	Service reduced to weekday rush hour service and a midday round trip.	-37%	-35%
October 2022	350	Routes 350 and 351 were split and replaced by four routes:	-47%	-59%
October 2022	351	<ul style="list-style-type: none"> <li>■ 350: Franconia-Springfield Metrorail Station, Springfield Hilton, and Springfield Town Center</li> </ul>	46%	32%
October 2022	352	<ul style="list-style-type: none"> <li>■ 351: Transportation Security Administration (TSA) and Northern Virginia Community College (NVCC) Medical Campus</li> </ul>	100%	100%
October 2022	353	<ul style="list-style-type: none"> <li>■ 352: TSA and NVCC Medical Campus</li> <li>■ 353: Metro Park</li> </ul>	100%	100%
October 2022	495	Service reduced to rush hour and a midday round trip. Truncated to operate along Tysons Boulevard, International Drive, and Galleria Drive; will no longer serve the Tysons West Park Transit Station.	-61%	-52%
January 2023	644	Eliminated and replaced by the new Route 660.	-100%	-100%
January 2023	660	New route operating between the Stone Road Park-and-Ride Lot and Tysons, stopping at the Fairfax County Government Center and Vienna Fairfax-GMU Metrorail Station.	100%	100%

### 3.5.3. SUMMARY OF ANALYSIS RESULTS

**Table 3** and **Table 4** list the findings of disparate impact and disproportionate burden analyses, respectively, using the 10 percent threshold that the Board of Supervisors set in the County’s 2020 Title VI Program. **Table 5** lists the findings of the disparate impact and disproportionate burden analyses that were conducted at the block group level for the Reston-Herndon service changes proposed for implementation in 2022 for Metrorail Silver Line Phase 2 extension.

The results for the service equity analyses (SEA) conducted at the route level in the past three years demonstrate that none of the major service changes implemented by FCDOT constituted a disparate impact or disproportionate burden. Disparate impact and disproportionate burden findings were identified for the SEA that was conducted at the block group level for the Reston-Herndon service changes proposed for



implementation in 2022 for the Metrorail Silver Line Phase 2 extension. The Reston-Herndon service equity analysis identified changes in 18 census block groups resulting in a disparate impact and changes in 14 census block groups resulting in a disproportionate burden. Of the disparate impacts identified, a substantial legitimate justification was identified for the 18 census block groups. Of the disproportionate burdens identified, the impacts and rationale of the proposed changes in serving low-income passengers were explored and documented.

Importantly, most of the areas around routes with major service changes during this reporting period contain minority and low-income populations in proportions similar to, or higher than, those found in the entire Fairfax Connector service area (the entirety of Fairfax County). This means that if FCDOT were to adjust the 10 percent threshold to be lower in an attempt to create more potential future DI or DB findings for route-level SEAs, it may not in fact cause substantially more findings. For instance, halving the threshold, from 10 percent to five percent, would generate only two additional route-level findings of disparate impact (the October 2022 changes to Routes 334 and 350) and one additional route-level finding of disproportionate burden (the August 2020 change to Route 722). While FCDOT could reduce its thresholds to zero percent to produce more route-level findings of disparate impact and disproportionate burden (four and three findings, respectively), this would be out of touch with regional peer agencies, which have generally set thresholds between five percent and 15 percent.

Results of Fairfax Connector’s Service Equity Analysis for proposed Major Service Changes (May 2020) and the Fairfax County Board of Supervisors Approval (April 14, 2020) are included in **Appendix G**.<sup>3</sup>

---

<sup>3</sup> The Fairfax County Board of Supervisors at the April 14, 2020 Board Meeting Approved Fairfax County Department of Transportation (FCDOT) Fairfax Connector May 2020 Major Service Changes with the needed Equity Analysis Results. The links below shows the Approval of Fairfax Connector Major Service Changes.

<https://www.fairfaxcounty.gov/boardofsupervisors/sites/boardofsupervisors/files/assets/meeting-materials/2020/board/april14-final-board-package.pdf>

<https://www.fairfaxcounty.gov/boardofsupervisors/sites/boardofsupervisors/files/assets/meeting-materials/2020/board/april14-board-summary.pdf>





Table 3: Summary of FCDOT Service Equity Analyses: Disparate Impact

Date of Service Change	Routes Affected	Add/Reduce Service	Route Area Population	Route Area Minority Population	Route Area Minority Population Percent (A)	Service Area Minority Population Percent (B)	Difference (A-B)	Threshold	Threshold Exceeded?
August 2020	722	Add	1,304	626	48%	47%	1%	-10%	No
January 2021	350	Add	9,329	5,211	56%	47%	9%	-10%	No
January 2021	351	Add	1,951	1,130	58%	47%	11%	-10%	No
October 2022	334	Reduce	8,582	4,941	57.6%	49.3%	8.3%	10%	No
October 2022	350	Modification (Reduce)	6,583	3,773	57.5%	49.3%	8.2%	10%	No
October 2022	351	Modification (Add)	2,024	1,172	57.9%	49.3%	8.6%	-10%	No
October 2022	352	Add	2,516	1,377	54.7%	49.3%	5.4%	-10%	No
October 2022	353	Add	3,889	2,265	58.2%	49.3%	8.9%	-10%	No
October 2022	495	Reduce	22,600	10,266	45.4%	49.3%	-3.9%	10%	No
January 2023	644	Reduce	146,499	72,349	49.4%	49.3%	0.1%	10%	No
January 2023	660	Add	279,365	134,885	48.3%	49.3%	-1.0%	-10%	No



Table 4: Summary of FCDOT Service Equity Analyses: Disproportionate Burden

Date of Service Change	Routes Affected	Add/Reduce Service	Route Area Households	Route Area Low-Income Households	Route Area Low-Income Households Percent (A)	Service Area Low-Income Households Percent (B)	Difference (A-B)	Threshold	Threshold Exceeded?
August 2020	722	Add	531	62	12%	18%	-6%	-10%	No
January 2021	350	Add	3,564	782	22%	18%	4%	-10%	No
January 2021	351	Add	661	141	21%	18%	3%	-10%	No
October 2022	334	Reduce	2,904	465	16.0%	16.7%	-0.7%	10%	No
October 2022	350	Modification (Reduce)	2,443	471	19.3%	16.7%	2.6%	10%	No
October 2022	351	Modification (Add)	695	141	20.3%	16.7%	3.6%	-10%	No
October 2022	352	Add	978	195	20.0%	16.7%	3.3%	-10%	No
October 2022	353	Add	1,436	275	19.2%	16.7%	2.5%	-10%	No
October 2022	495	Reduce	8,848	1,247	14.1%	16.7%	-2.6%	10%	No
January 2023	644	Reduce	50,867	7,951	15.6%	16.7%	-1.1%	10%	No
January 2023	660	Add	102,103	15,751	15.4%	16.7%	-1.3%	-10%	No





Table 5: Summary of SEA Findings by Block Group for Reston-Herndon Service Changes Proposed for Implementation in 2022 for Metrorail Silver Line Phase 2 Extension

	Number of Block Groups Meeting DI or DB Threshold
<b>Disparate Impact (DI)</b>	
Census Block Group Analysis for Discontinued or New Service	1
Census Block Group Analysis for Weekday Span of Service	4
Census Block Group Analysis for Saturday Span of Service	8
Census Block Group Analysis for Sunday Span of Service	8
Census Block Group Analysis for Weekday Peak Period Headway	4
Census Block Group Analysis for Weekday Midday Period Headway	12
Census Block Group Analysis for Saturday Core Period Headway	5
Census Block Group Analysis for Sunday Core Period Headway	6
<b>Disproportionate Burden (DB)</b>	
Census Block Group Analysis for Discontinued or New Service	2
Census Block Group Analysis for Weekday Span of Service	3
Census Block Group Analysis for Saturday Span of Service	6
Census Block Group Analysis for Sunday Span of Service	6
Census Block Group Analysis for Weekday Peak Period Headway	4
Census Block Group Analysis for Weekday Midday Period Headway	12
Census Block Group Analysis for Saturday Core Period Headway	7
Census Block Group Analysis for Sunday Core Period Headway	8



### 3.5.4. CONCLUSION

Based on these results, FCDOT proposes to change the language of the disparate impact and disproportionate burden policies so that their meaning and application is clearer; but the threshold and their use in practice are not proposed to change.

## 3.6. Major Fare Changes Implemented from FY 2021 to FY 2023

### 3.6.1. RELEVANT FAIRFAX COUNTY TITLE VI PROGRAM ELEMENTS

A fare equity analysis may require the evaluation of as many as four items, depending on the nature of the route, the proposed changes to it, and the environment that it serves. The policies listed in this section are those contained in the County’s previous Title VI Program, as approved by the Board of Supervisors on September 29, 2020. The Disparate Impact and Disproportionate Burden definitions were approved by Board of Supervisors on September 15, 2020.

Under the previous Title VI Program:

- A **disparate impact** occurs when the difference between minority riders and non-minority riders affected by a proposed fare or service change is 10 percent or greater.
- A **disproportionate burden** occurs when the difference between low-income riders and non-low-income riders affected by a proposed fare or service change is 10 percent or greater.

These policies were in place when the equity analyses over the last three years were completed.

### 3.6.2. SUMMARY OF MAJOR FARE CHANGES

The fare changes proposed for implementation since the approval of Fairfax County’s previous Title VI program in 2020 were reviewed as mandated in Circular 4702.1B, *Title VI Requirements and Guidelines for Federal Transit Administration Recipients*. One fare change occurred during this period, increasing the discount for bus to/from rail transfers from \$0.50 to \$2.00 to match this fare change by the Washington Metropolitan Area Transit Authority (WMATA). Fairfax Connector participates as a regional partner with WMATA in the use of the SmarTrip pre-paid fare card and proposed to match WMATA’s fare change in keeping with the Board’s past policy of matching regional fare changes and the County’s commitment to equity, exemplified by the belief that bus riders should pay the same fare for the same type of bus service without regard to the agency operating the service. The major proposed fare changes are summarized in **Table 6**.

Table 6: Major Proposed Fare Changes, June 2022

Fare Product	Fare Change
Bus to/from rail transfers	Increase discount from \$0.50 to \$2.00
7-day Regional Bus Pass	Reduce cost from \$15.00 to \$12.00
7-day Regional Senior/Disabled Bus Pass	Reduce cost from \$7.50 to \$6.00

### 3.6.3. SUMMARY OF ANALYSIS RESULTS

FCDOT staff performed a Title VI Fare Equity analysis based on adoption of WMATA’s proposed \$2.00 transfer discount. The analysis indicated that this proposed fare change will not result in a Disparate Impact for minority riders or a Disproportionate Burden for low-income households, because it reduces costs for all riders systemwide.



### 3.6.4. CONCLUSION


Based on these results, FCDOT proposes to change the language of the disparate impact and disproportionate burden policies so that their meaning and application is clearer; but the threshold and their use in practice are not proposed to change.



# 4. APPENDICES



## Appendix C: Presentation of Major Service Change, Disparate Impact, and Disproportionate Burden Proposed Policies


 County of Fairfax, Virginia


---

# Major Service Change and Disparate Impact/Disproportionate Burden Policies

Fairfax County Department of Transportation 2023 Title VI Program Update

---

APRIL 2023 


 County of Fairfax, Virginia

---

# Outline

- Purpose of Outreach Effort
- Overview of Title VI and Key Definitions
- What is a Major Service Change (MSC) Policy?
- FCDOT's MSC Policy
- What is a Disparate Impact/Disproportionate Burden (DI/DB) Policy?
- FCDOT's DI/DB Policy
- Conclusion

---

APRIL 2023 





County of Fairfax, Virginia

---

# PURPOSE OF OUTREACH EFFORT

APRIL 2023



County of Fairfax, Virginia

---

## Purpose of Outreach Effort

To review and provide feedback on:

- Title VI equity analyses and how they work.
- Fairfax Connector’s service and fare equity policies.

APRIL 2023





## Public Survey

- Go to <https://www.fairfaxcounty.gov/connector/titlevi/2023-update> to share your thoughts about the policies that are proposed in this presentation



## CIVIL RIGHTS ACT & TITLE VI: OVERVIEW





# Title VI of the Civil Rights Act of 1964

*“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”*

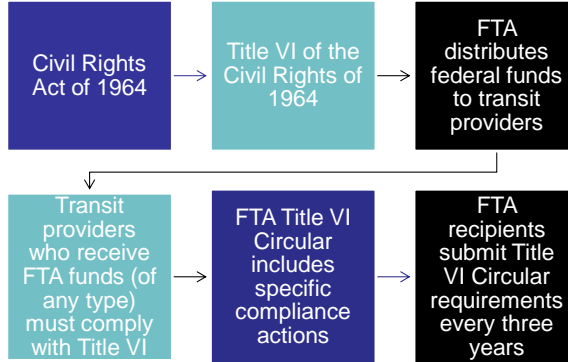
APRIL 2023



# History – Federal Civil Rights Laws

## Civil Rights Act Titles (or sections)

- Title I – Voting Rights
- Title II – Public Accommodation
- Title III – Public Facilities
- Title IV – Public Education
- Title V – Civil Rights Commission
- **Title VI – Federally Assisted Programs**
- Title VII – Equal Employment
- Title VIII – Voter Registration
- Title IX – Civil Rights Court Cases
- Title X – Community Relations
- Title XI - Miscellaneous



APRIL 2023







## What Does This Mean?

- Public transportation providers that receive federal funds are required to submit an updated Title VI Program to FTA **every three years**.
- Agencies must document that they are not discriminating on the basis of race, ethnicity, or national origin, and describe the proactive steps they are taking to ensure they do not discriminate in the future.

APRIL 2023



## Title VI Program Document

1. Introduction and Description of Service
2. Describing the Service Area and Planning for Title VI
  - Complaint and investigation procedures
  - Demographics and travel patterns
  - Public Participation Plan
  - Language Access Plan
3. Service Standards, Policies, and Monitoring
  - Service Standards and Monitoring
  - **Major Service Change Policy**
  - **Disparate Impact / Disproportionate Burden Policy**

APRIL 2023





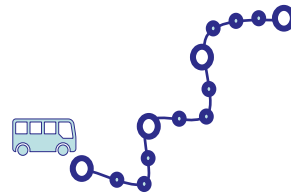
# Key Definitions

- **Revenue Service Hours:** The number of hours a bus operates while carrying paying passengers.

12 Hours



- **Revenue Service Miles:** The number of miles a bus operates while carrying paying passengers.

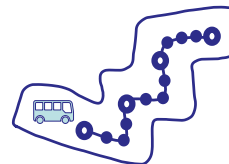


APRIL 2023

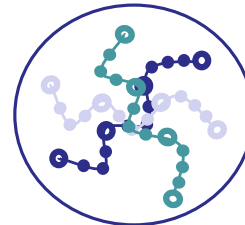


# Key Definitions

- **Route Area:** Geographic area impacted by proposed service changes



- **Service Area:** Geographic area served by the entire transit system



APRIL 2023





# Key Definitions

- **Minority population:** Population who are *not* non-Hispanic white
  - 50% of Fairfax County is minority
- **Low-income population:** Households making \$59,999 or less
  - 19% of Fairfax County is low-income



Overview and Description of FCDOT Policy

# MAJOR SERVICE CHANGE





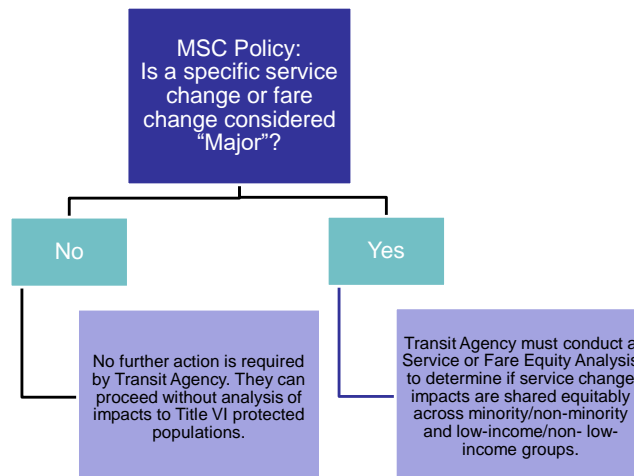
## What is a Major Service Change (MSC)?

- A **Major Service Change (MSC)** is a change that is significant or “major” enough to warrant further analysis.
- Transit agencies must define what changes qualify as MSC in a written policy.
- The further analysis is known as a **Service or Fare Equity Analysis**.

APRIL 2023



## Major Service Change (MSC) Flow Chart



APRIL 2023





## What is a Major Service Change (MSC)?

### Quick Facts:

- Agencies set their own MSC policies
- MSC policies often include mention of:
  - Service availability (span and/or service days)
  - Service quantity (frequency and/or revenue miles/hours)
  - Geographic alignments (areas or neighborhoods served)
  - Fares (any change)
- Major service changes can
  - Reduce or remove service
  - Expand or add service
- Agencies are required to revise and conduct outreach on policies with every Title VI Program update (i.e., every three years)

APRIL 2023



## Major Service Change Exemptions

1. **Seasonal Service Changes:** Adding or removing a route or trips due to seasonal demand; must happen in cycles annually
2. **Pilots or Demonstration Routes:** Creation, modification, or discontinuation of a demonstration route within the first 12 months of operation
3. **Temporary Service Changes:** Diversions, frequency changes, or span modifications due to local events, construction, weather, and emergencies (of fewer than 12 months)



APRIL 2023





County of Fairfax, Virginia

## FCDOT Major Service Change Policy

“A major service change is defined as either an increase or a decrease of 25 percent or more in either daily revenue service hours, revenue service miles, or both for the individual route being modified.”

**FCDOT does not propose to change this policy from the last Title VI Program.**

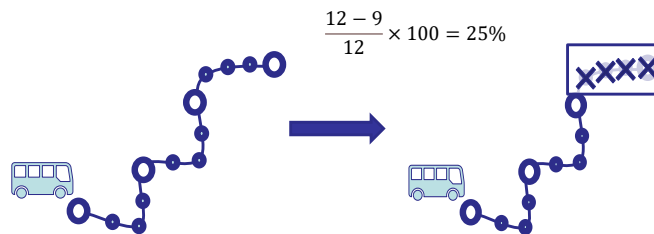
APRIL 2023



County of Fairfax, Virginia

## FCDOT Major Service Change Policy

Example 1a: A bus that operated a 12-mile route is shortened, so the route is now only 9 miles.



This **would be** considered a major service change since revenue service miles are reduced by 25 percent.

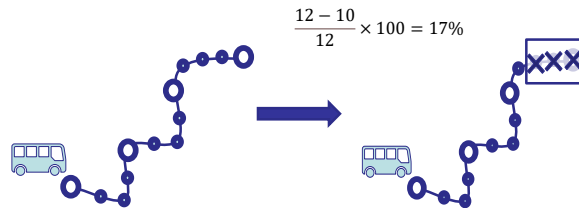
APRIL 2023





## FCDOT Major Service Change Policy

Example 1b: A bus that operated a 12-mile route is shortened, so the route is now only 10 miles.



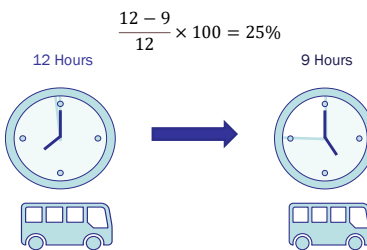
This **would not be** considered a major service change since revenue service miles are reduced by less than 25 percent.

APRIL 2023



## FCDOT Major Service Change Policy

Example 2a: A bus route that operated from 8:00 AM to 8:00 PM with a single vehicle will now operate from 8:00 AM to 5:00 PM.



This **would be** considered a major service change since revenue service hours are reduced by 25 percent.

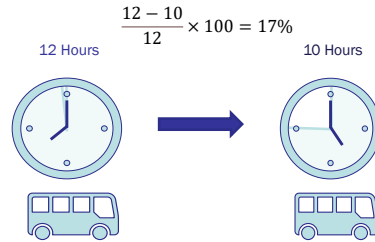
APRIL 2023





## FCDOT Major Service Change Policy

Example 2b: A bus route that operated from 8:00 AM to 8:00 PM with a single vehicle will now operate from 8:00 AM to 6:00 PM.



This **would not be** considered a major service change since revenue service hours are reduced by less than 25 percent.

APRIL 2023



Overview and Description of FCDOT Policy

## DISPARATE IMPACT & DISPROPORTIONATE BURDEN (DI/DB) POLICIES

APRIL 2023







## Major Service Change Equity Evaluations

- Every Major Service Change requires a **Service Equity Analysis**
  - Service changes can have a **disparate impact (DI)** on minority riders
  - Service changes can have a **disproportionate burden (DB)** on low-income riders
- DI/DB policies help determine when a Major Service Change may result in inequities



APRIL 2023



## Disparate Impacts and Disproportionate Burdens

- **Disparate Impact:** A policy that appears neutral but whose impacts *affect racial, ethnic, or national origin groups* in a substantially non-neutral way
- **Disproportionate Burden:** A policy that appears neutral but *impacts low-income populations* far more than non-low-income populations

APRIL 2023





## Disparate Impacts and Disproportionate Burdens

- Dis/DBs can occur when **service is removed or reduced**
- Service changes that can result in a DI/DB include:
  - Service changes that **remove service** disproportionately used by minority or low-income communities
  - **Fare/fare media changes** that disproportionately negatively impact minority or low-income communities

APRIL 2023



## Disparate Impacts and Disproportionate Burdens

- Dis/DBs can occur when **service is expanded or added**
- Service changes that can result in a DI/DB include:
  - Service changes that **add service** disproportionately used by non-minority or non-low-income communities
  - **Fare/fare media changes** that disproportionately benefit non-minority or non-low-income communities

APRIL 2023





## Disparate Impacts and Disproportionate Burdens

Service Reduction or Removal	Service Expansion or Addition
<ul style="list-style-type: none"> <li>• Service changes that <b>remove service</b> disproportionately used by minority/low-income communities</li> <li>• <b>Fare/fare media changes</b> that disproportionately negatively impact minority/low-income communities</li> </ul>	<ul style="list-style-type: none"> <li>• Service changes that <b>add service</b> disproportionately used by non-minority/non-low-income communities</li> <li>• <b>Fare/fare media changes</b> that disproportionately benefit non-minority/non-low-income communities</li> </ul>

Both types of changes could have a DI or DB finding

APRIL 2023



## How to Determine a DI or DB has Occurred?

- How much will a service change impact minority or low-income populations in the *route area* relative to minority or low-income populations in the *service area*?
- Percentage thresholds determine what counts as a disparate impact or disproportionate burden
  - Calculation is different based on whether a change adds or removes service
  - Federal guidance: transit provider thresholds should be “tripped” sometimes

APRIL 2023





## What Happens When a DI or DB is Found?

- When a Service Equity Analysis determines that a proposed Major Service Change will create a Disparate Impact or Disproportionate Burden, it **does not** mean that a transit provider cannot make this change.
- The transit agency **can still make the change, if they meet two conditions:**
  - Show the “substantial legitimate justification” for the change
  - Prove that there are no alternatives that would reduce the harm to the affected community
- The transit provider must provide this documentation as part of its Service Equity Analysis

APRIL 2023





# FCDOT's DI Policy

## Disparate Impact

A disparate impact (DI) occurs under the following circumstances:

- For a proposed service increase or fare reduction, calculate service area minority population percent minus route area minority population percent. If the result is greater than or equal to +10%, then a DI has occurred.
- For a proposed service reduction or fare increase, calculate route area minority population percent minus service area minority population percent. If the result is greater than or equal to +10%, then a DI has occurred.

**FCDOT is proposing this updated language for this policy.**

APRIL 2023



## DI Threshold: Examples

### Example 1: Service Reduction or Removal

- Service area is **50% minority**
- The transit agency wants to **eliminate** a route
- As long as fewer than  $50\% + 10\% = 60\%$  of **people living in the area of the affected route** are minority, the service change passes the service equity test

APRIL 2023





## DI Threshold: Examples

### Example 1a: Service Reduction or Removal

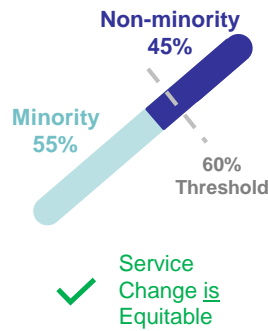
Route area under consideration:

Minority: 55%

Non-minority: 45%

- Service area is **50% minority**
- The transit agency wants to **eliminate** a route
- As long as fewer than  $50\% + 10\% = 60\%$  of people living in the area of the **affected route** are minority, the service change passes the service equity test

Route Area with a Service Reduction or Removal



APRIL 2023



## DI Threshold: Examples

### Example 1b: Service Reduction or Removal

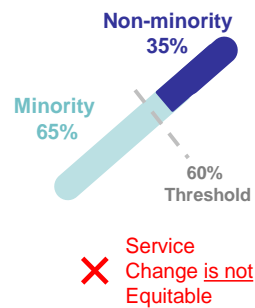
Route area under consideration:

Minority: 65%

Non-minority: 35%

- Service area is **50% minority**
- The transit agency wants to **eliminate** a route
- As long as fewer than  $50\% + 10\% = 60\%$  of people living in the area of the **affected route** are minority, the service change passes the service equity test

Route Area with a Service Reduction or Removal



APRIL 2023





## DI Threshold: Examples

### Example 2: Service Expansion or Addition

- Service area is **50% minority**
- The transit agency wants to **add** a new route
- As long as more than  $50\% - 10\% = 40\%$  **people living in the area of the affected route** are minority, the service change passes the service equity test

APRIL 2023



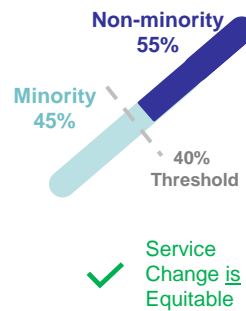
## DI Threshold: Examples

### Example 2a: Service Expansion or Addition

Route area under consideration:  
 Minority: 45%  
 Non-minority: 55%

- Service area is **50% minority**
- The transit agency wants to **add** a new route
- As long as more than  $50\% - 10\% = 40\%$  **of people living in the area of the affected route** are minority, the service change passes the service equity test

Route Area with a Service Expansion or Addition



APRIL 2023





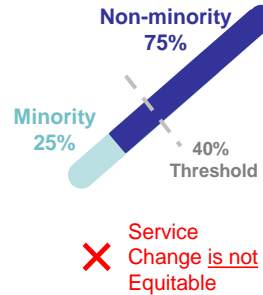
## DI Threshold: Examples

### Example 2b: Service Expansion or Addition

Route area under consideration:  
 Minority: 25%  
 Non-minority: 75%

- Service area is 50% minority
- The transit agency wants to **add** a new route
- As long as more than  $50\% - 10\% = 40\%$  of **people living in the area of the affected route** are minority, the service change passes the service equity test

Route Area with a Service Expansion or Addition



APRIL 2023



## FCDOT's DB Policy

### Disproportionate Burden

A disproportionate burden (DB) occurs under the following circumstances:

- For a proposed service increase or fare reduction, calculate service area low-income population percent minus route area low-income population percent. If the result is greater than or equal to +10%, then a DB has occurred.
- For a proposed service reduction or fare increase, calculate route area low-income population percent minus service area low-income population percent. If the result is greater than or equal to +10%, then a DB has occurred.

**FCDOT is proposing this updated language for this policy.**

APRIL 2023







## DB Threshold: Examples

### Example 3: Service Reduction or Removal

- Service area is **19% low-income**
- The transit agency wants to **eliminate** a route
- As long as fewer than  $19\% + 10\% = 29\%$  of people living in the area of the affected route are low-income, the service change passes the service equity test

APRIL 2023



## DB Threshold: Examples

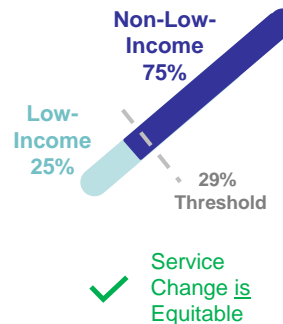
### Example 3a: Service Reduction or Removal

Route area under consideration:

Low-Income: 25%  
Non-Low-Income: 75%

- Service area is **19% low-income**
- The transit agency wants to **eliminate** a route
- As long as fewer than  $19\% + 10\% = 29\%$  of people living in the area of the affected route are low-income, the service change passes the service equity test

Route Area with a Service Reduction or Removal



APRIL 2023





County of Fairfax, Virginia

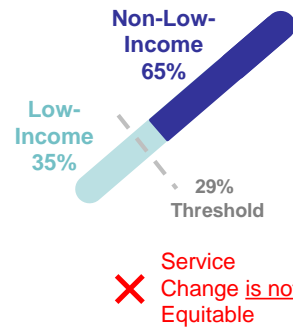
## DB Threshold: Examples

### Example 3b: Service Reduction or Removal

Route area under consideration:  
Low-Income: 35%  
Non-Low-Income: 65%

- Service area is **19% low-income**
- The transit agency wants to **eliminate** a route
- As long as fewer than  $19\% + 10\% = 29\%$  of people living in the area of the affected route are low-income, the service change passes the service equity test

Route Area with a Service Reduction or Removal



APRIL 2023



County of Fairfax, Virginia

## DB Threshold: Examples

### Example 4: Service Expansion or Addition

- Service area is **19% low-income**
- The transit agency wants to **add** a new route
- As long as more than  $19\% - 10\% = 9\%$  of people living in the area of the affected route are low-income, the service change passes the service equity test

APRIL 2023





County of Fairfax, Virginia

## DB Threshold: Examples

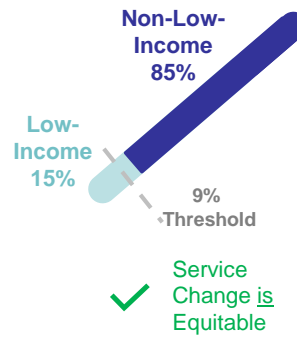
### Example 4a: Service Expansion or Addition

Route area under consideration:

Low-Income: 15%  
Non-Low-Income: 85%

- Service area is **19% low-income**
- The transit agency wants to **add** a new route
- As long as more than  $19\% - 10\% = 9\%$  of **people living in the area of the affected route** are low-income, the service change passes the service equity test

Route Area with a Service Expansion or Addition



APRIL 2023



County of Fairfax, Virginia

## DB Threshold: Examples

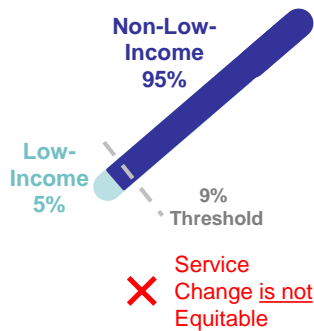
### Example 4b: Service Expansion or Addition

Route area under consideration:

Low-Income: 5%  
Non-Low-Income: 95%

- Service area is **19% low-income**
- The transit agency wants to **add** a new route
- As long as more than  $19\% - 10\% = 9\%$  of **people living in the area of the affected route** are low-income, the service change passes the service equity test

Route Area with a Service Expansion or Addition



APRIL 2023





County of Fairfax, Virginia

## What Happens When a DI or DB is Found?

- When a Service Equity Analysis determines that a proposed Major Service Change will create a Disparate Impact or Disproportionate Burden, it **does not** mean that a transit provider cannot make this change.
- The transit agency **can still make the change, if they meet two conditions:**
  - Show the “substantial legitimate justification” for the change
  - Prove that there are no alternatives that would reduce the harm to the affected community
- The transit provider must provide this documentation as part of its Service Equity Analysis

APRIL 2023



County of Fairfax, Virginia

## CONCLUSION

APRIL 2023





# Public Survey

- Go to <https://www.fairfaxcounty.gov/connector/titlivi/2023-update> to share your thoughts about these proposed policies

Thank you!



## Appendix D: Major Service Change, Disparate Impact, and Disproportionate Burden Policies – Public Comments Received

A public comment period on the proposed Major Service Change and Disparate Impact/Disproportionate Burden policies was held from April 12 to May 8, 2023. Members of the public and stakeholders were offered several different options for providing comment, including:

- An online survey
- Virtual stakeholder discussions for representatives of community organizations serving minority and low-income populations
- A webpage featuring both the proposed written policies as well as a recorded presentation video explaining the Major Service Change and Disparate Impact/Disproportionate Burden policies.

**Appendix E** contains details about the survey questions and a summary of the survey results.

### Stakeholder Discussion Meeting Summaries

#### APRIL 12, 2023, 10:00-11:00 AM STAKEHOLDER MEETING

- Held virtually on Microsoft Teams
- Attendees:
  - Community members:
    - Katherine Montgomery, Self-advocate and Fairfax Connector rider with a disability (wheelchair user)



- ❑ Waamiq Marshall-Washington, Director of Community Services at Cornerstones
- ❑ Ivana Escobar, Director of Collective Impact at United Community

— FCDOT staff:

- ❑ Brent Riddle
- ❑ Nicole Daly
- ❑ Robin Geiger
- ❑ Kyle Davis
- ❑ Hejun Kang

— Consultant team staff (Foursquare ITP):

- ❑ Russell Pildes
- ❑ Rachel Staley
- ❑ Lori Zeller, AICP

■ Meeting summary:

- FCDOT welcomed participants.
- The consultant team gave a PowerPoint presentation on the proposed Major Service Change, Disparate Impact, and Disproportionate Burden policies, and noted that the purpose of the meeting is to solicit input from the public about the proposed policies.
- Major service change policy discussion
  - ❑ Waamiq asked if the threshold for the major service policy is set in comparison to known ridership or to the geographic area. Lori clarified that DI/DB policies focus on the impacts to communities, and the major service change policy is only focused on an individual route subject to a proposed change.
  - ❑ Ivana mentioned that when there is a service change, they hear from community members that it is difficult to learn and adapt to the new routes, especially along Richmond Highway where signage does not notify which bus is coming. Ivana also noted that some community members do not speak English, so it can be difficult to understand if and how service might be changing. Additionally, community members have voiced that there are stops along Richmond Highway that do not have sidewalk access.
    - In response, Brent explained that FCDOT is preparing to conduct major construction on Richmond Highway, including improvements to bus stop access. In addition, Hejun indicated that FCDOT expects users to track their buses using the online application rather than relying on the signs, and offered to have a subsequent conversation with Ivana to better understand the issues described.
  - ❑ Waamiq asked what would happen if a community member is impacted by a service change but it does not break the 25% major service change threshold—would there still be a way for them to voice their concerns about a change even if it is not considered “major”? Is the feedback period only before a service change happens?
    - Robin responded that with every service change, FCDOT notifies the public through social media, Fairfax Alert, Neighborhood and Community Services, and nonprofits as to when public meetings are occurring and other ways to provide input to increase participation. Robin clarified that while a lot of the outreach occurs before service changes are implemented, Fairfax Connector service is always evolving and they welcome comments from community members on an ongoing basis.
  - ❑ Ivana asked community members if they had any questions or concerns through a WhatsApp group. Community members asked if shortening or increasing times during service changes considers peak



times during rush hour.

- The team responded that the policy is in reference to the span of service, rather than the time spent on the bus, and that every hour is treated the same.
- Disparate impact/disproportionate burden policy discussion
  - Ivana asked if there are focus groups to gather the riders' perspectives.
    - The team responded that outreach for these policies includes the stakeholder meetings and the public survey which is open through May 5, 2023.
  - Waamiq mentioned that making the connection between the DI/DB policies and the actual service changes is abstract, and voiced concerns about if the thresholds are sensitive enough to pick up on equity impacts. Waamiq further explained that this disconnect could make it hard for the general public to understand and provide meaningful feedback without a real-world application.
    - Brent responded that FCDOT has analyses on past service changes and the historical effectiveness of the thresholds. Brent noted that these records could be shared with the public. Lori added that the policy updates happen routinely, even if there are not actual service changes taking place. However, Lori reiterated that they do evaluate how well the policies have worked in the past. This evaluation includes how often service changes qualify as an MSC as well as how many MSCs triggered a DI or DB. They explained that these analyses will be included in the Title VI program update. Waamiq agreed that sharing the historical effectiveness would be helpful.
  - Ivana noted that it is important to not use words that are too academic when engaging with community members, specifically explaining that many people they encounter do not know what "disproportionate" means, which may make it difficult to complete the survey.

#### APRIL 13, 2023, 11:00 AM-12:00 PM STAKEHOLDER MEETING

■ Held virtually on Microsoft Teams

■ Attendees:

— Community members:

□ Carol Robinson Huntley for Maria Isabel Ballivian, ACCA Child Development Center in Annandale

— FCDOT staff:

□ Brent Riddle

□ Kyle Davis

□ Hejun Kang

□ Kala Quintana

□ Michael Felschow

— Consultant team staff (Foursquare ITP):

□ Russell Pildes

□ Rachel Staley

□ Lori Zeller, AICP

■ Meeting summary:

— FCDOT welcomed participants.

— The consultant team gave a PowerPoint presentation on the proposed Major Service Change, Disparate Impact, and Disproportionate Burden policies, and noted that the purpose of the meeting is to solicit input from the public about the proposed policies.



- Carol did not have any questions or comments regarding the major service change policy or the disparate impact/disproportionate burden policies.
- Brent explained that the public comment period will be open through May 5, 2023, and community members can leave their feedback through the survey or by email.

**Public Comments Received via Email or US Postal Service**

FCDOT received comments electronically via the online survey but did not receive any comments via email. FCDOT did not receive any comments via the US Postal Service.





## Appendix E: FCDOT Title VI Online Survey Results Overview

### Introduction

A public comment period on the proposed Major Service Change and Disparate Impact/Disproportionate Burden policies was held from April 12 to May 8, 2023. To solicit feedback on the proposed Major Service Change, Disparate Impact, and Disproportionate Burden policies, FCDOT offered an online survey in eight different languages: English, Amharic, Arabic, Chinese, Korean, Spanish, Urdu, and Vietnamese. The survey questions were identical in each language. Using examples to make the concepts more accessible, the survey described FCDOT's proposed Major Service Change and Disparate Impact/Disproportionate Burden policies and asked respondents to provide their opinions about them through multiple-choice and open-ended questions.

This appendix contains the survey questions followed by the survey results.

### Survey Questions

#### FCDOT 2023 Title VI Survey

---

### Introduction

FCDOT is updating its Title VI program, and we need your feedback. Our Title VI policies dictate how we measure equitable distribution of transit service changes, including the addition or removal of routes. As part of the update process, we are seeking feedback on our Major Service Change and Disparate Impact/Disproportionate Burden policies, which ensure that proposed changes to transit service do not have discriminatory effects on minority or low-income persons.

- A **Major Service Change** to transit service is significant enough to require further analysis of potential equity impacts.
- A **Disparate Impact** occurs when a service change has discriminatory effects on areas with a large proportion of racial or ethnic minority (people who are not non-Hispanic white) residents.
- A **Disproportionate Burden** occurs when a service change has discriminatory effects on areas with a large proportion of low-income households.

This survey is designed to collect your feedback on these policies. A series of questions with examples will follow to gauge your thoughts on the appropriateness of the proposed policies. This survey should take no longer than five (5) minutes.

---

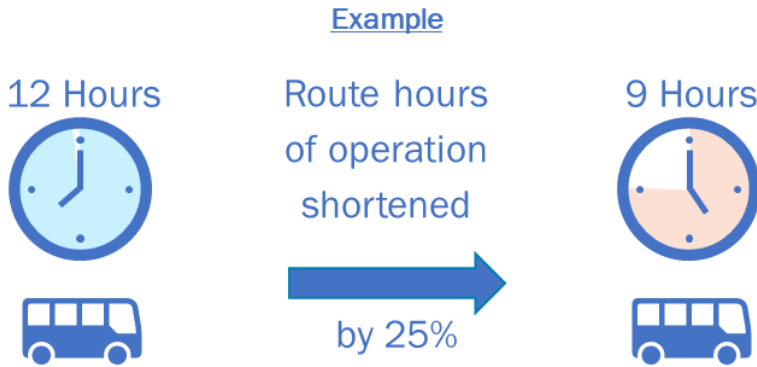
### Major Service Change

Major Service Changes are changes to transit routes that are significant enough to require further analysis on potential equity impacts. If there is a Major Service Change, Fairfax Connector must do further analysis to ensure that the proposed changes will not have discriminatory effects on minority or low-income areas.

The next questions will first describe the proposed major service change policy and give an example of how it would work, and then ask you whether you agree or disagree with the policy.



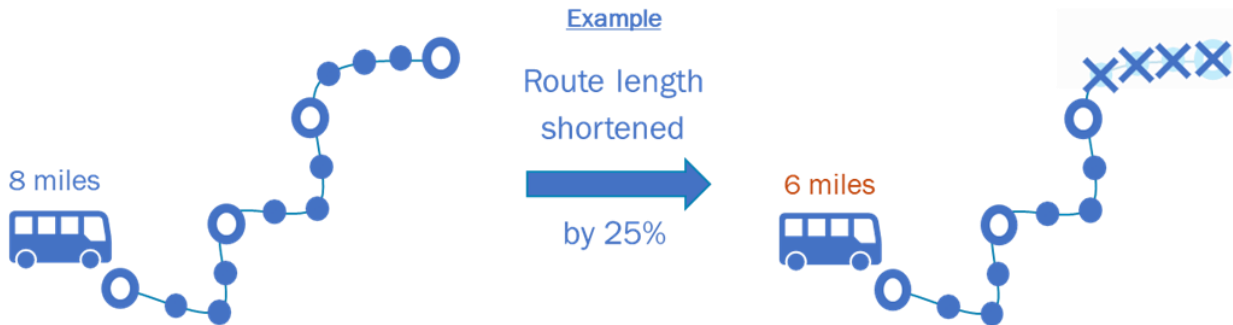
1. Under the proposed policy, a Major Service Change would occur if a Fairfax Connector route increases or decreases its hours of operation by 25 percent. With that in mind, consider the following example.



Let's say a bus route that had operated from 8:00 AM to 8:00 PM (12 hours of service per day) will now operate from 8:00 AM to 5:00 PM (9 hours of service per day). Should this be considered a Major Service Change (i.e., significant enough to require further analysis)?

- Yes
- No
- I'm Not Sure

2. Under the proposed policy, a Major Service Change would occur if a Fairfax Connector route increases or decreases in length by 25 percent. With that in mind, consider the following example.



Let's say an 8-mile route is shortened so the route is now only 6 miles long. Should this be considered a Major Service Change (i.e., significant enough to require further analysis)?

- Yes
- No
- I'm Not Sure



3. Do you have any other comments or thoughts about Fairfax Connector’s Major Service Change policy? For example, if you answered “No” above, do you think the 25 percent threshold should be lowered or raised, and by how much?

---



---



---



---

**Disparate Impact/Disproportionate Burden**

A Disparate Impact occurs when a service change has discriminatory effects on racial or ethnic minority residents, meaning those who are not Hispanic or white. A Disproportionate Burden occurs when a service change has discriminatory effects on low-income households; in Fairfax County, these are households earning less than \$60,000 per year.

We determine if a Disparate Impact or Disproportionate Burden has occurred by comparing the minority and low-income populations in the area served by the transit system with the minority and low-income populations in the area impacted by the proposed changes. If a proposed change negatively impacts a higher proportion of minority or low-income people in the route area than are present in the service area, then a Disparate Impact or Disproportionate Burden may have occurred.

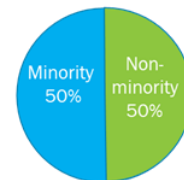
The next questions will first describe the proposed Disparate Impact and Disparate Burden policies and give an example of how they would work. As before, you will then respond whether you agree or disagree with the policy.

4. The Fairfax Connector service area is made up of about 50 percent minority residents. The proposed policy considers a 10 percent difference between the percentage of minority persons affected and the percentage of minority residents in the whole service area as significant. With that in mind, consider the following scenario.

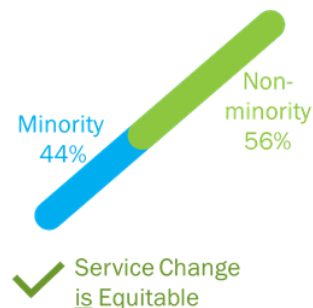
**Let us say that Fairfax Connector proposes to reduce service on a route where the proportion of minority residents is 44 percent. Under the proposed policy, this would not have a disparate impact because the difference between the route and service area minority percentages is 6, which is less than the proposed policy’s 10 percent threshold. Do you agree or disagree with this outcome?**

- ( ) Agree. This should not be a disparate impact.
- ( ) Disagree. This should be a disparate impact.
- ( ) Neither Agree nor Disagree.

System Service Area



Service Area for a Route with an Adverse Service Change (removing or reducing service)

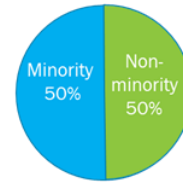


5. The Fairfax Connector service area is made up of about 50 percent minority residents. The proposed policy considers a ten percent difference between the percentage of minority persons affected and the percentage of minority residents in the whole service area as significant. With that in mind, consider the following scenario.

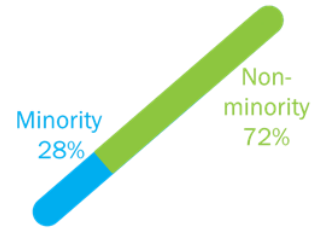
Let us say that Fairfax Connector proposes to add service on a route where the proportion of minority residents is 28 percent. Under the proposed policy, this would have a disparate impact because the difference between the route and service area minority percentages is 22, which is greater than the proposed policy's 10 percent threshold. Do you agree or disagree with this outcome?

- ( ) Agree. This should be a disparate impact.
- ( ) Disagree. This should not be a disparate impact.
- ( ) Neither Agree nor Disagree.

System Service Area



Service Area for a Route with a non-Adverse Service Change (adding or increasing service)



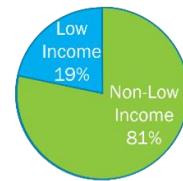
✗ Service Change is not Equitable

6. The Fairfax Connector service area is made up of about 19 percent low-income residents. The proposed policy considers a ten percent difference between the percentage of affected low-income households and low-income households in the whole service area as significant. With that in mind, consider the following scenarios.

Let's say Fairfax Connector proposes to reduce service on a route where the proportion of low-income households is 12 percent. Under the proposed policy, this would not be a disproportionate burden because the difference between the route and service area low-income percentages is 7, which is less than the proposed policy's 10 percent threshold. Do you agree or disagree with this outcome?

- ( ) Agree. This should not be a disproportionate burden.
- ( ) Disagree. This should be a disproportionate burden.
- ( ) Neither Agree nor Disagree.

System Service Area



Service Area for a Route with an Adverse Service Change (removing or reducing service)



✓ Service Change is Equitable

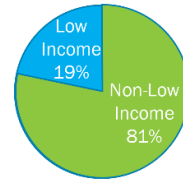


7. The Fairfax Connector service area is made up of about 19 percent low-income residents. The proposed policy considers a ten percent difference between the percentage of affected low-income households and low-income households in the whole service area as significant. With that in mind, consider the following scenarios.

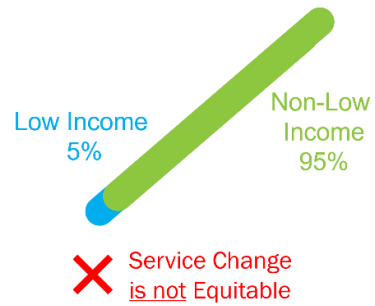
**Let's say Fairfax Connector proposes to add service on a route where the proportion of low-income households is 5 percent. Under the proposed policy, this would be a disproportionate burden because the difference between the route and service area low-income percentages is 14, which is greater than the proposed policy's 10 percent threshold. Do you agree or disagree with this outcome?**

- Agree. This should be a disproportionate burden.
- Disagree. This should not be a disproportionate burden.
- Neither Agree nor Disagree.

System Service Area



Service Area for a Route with a non-Adverse Service Change (adding or increasing service)



8. Do you have any other comments you would like to offer about Fairfax Connector's disparate impact or disproportionate burden policies? For example, if you answered "Disagree" to any of the above questions, do you think the threshold for a disparate impact or disproportionate burden should be raised or lowered, and by how much?

---



---



---



---

**Thank You!**

Thank you for taking the survey! Your responses will help Fairfax County serve you better.

To learn more about the Title VI program and the policies covered in this survey, please visit the County's Title VI website: <https://www.fairfaxcounty.gov/connector/titlevi>



## Survey Results

### TOTAL RESPONSES

**Table 7** shows the number of survey responses received in each language, broken down by complete and partial responses. Complete responses include survey entries with all questions answered and partial responses include survey entries with at least one question answered. The survey received a total of 55 responses, with 39 complete responses and 16 partial responses. Nearly all responses, about 96 percent (53 responses), were completed in English. The remaining four percent of responses were completed in Spanish (two responses). No responses were received in the other six languages.

Table 7: Survey Response Tally by Language

Language	Complete	Partial	Total
English	38	15	53
Spanish	1	1	2
Chinese	0	0	0
Korean	0	0	0
Vietnamese	0	0	0
Arabic	0	0	0
Amharic	0	0	0
Urdu	0	0	0
<b>Total</b>	<b>39</b>	<b>16</b>	<b>55</b>

### MAJOR SERVICE CHANGE QUESTIONS

**Table 8** shows the responses to the Major Service Change policy multiple choice questions, which asked respondents their level of agreement with the proposed policy. In both service change scenarios, most respondents agreed that a 25 percent change should be considered a major service change. However, respondents were more likely to say that the 25 percent reduction in revenue service hours should be considered a major service change (75 percent of respondents) than a 25 percent reduction in revenue service miles (58 percent of respondents). In contrast, over 20 percent of respondents to each question disagreed with the current 25 percent threshold. The remaining respondents were either unsure or left the question blank, which made up a small fraction of the total responses.

Table 8: Q1 and Q2 Multiple Choice Responses - Major Service Change Policy

Q1: Should this example be considered a major service change? (Revenue Hour Reduction)		
Answer Choices	Count of Responses	Percentage
Yes	41	74.5%
No	11	20.0%
I'm Not Sure	1	1.8%
(blank)	2	3.6%
Q2: Should this example be considered a major service change? (Revenue mile reduction)		
Answer Choices	Count of Responses	Percentage
Yes	32	58.2%
No	13	23.6%
I'm Not Sure	7	12.7%
(blank)	3	5.5%



Question 3 asked respondents if they had any comments on the Major Service Change policy. Open-ended comments from respondents varied significantly. While several respondents believed the threshold should stay at 25 percent, others felt it should be lowered or raised. Suggestions ranged from lowering the threshold to 10 percent to raising the threshold to 50 percent. Respondents that suggested lowering the threshold felt that there should be more extensive analysis and rider input into service changes. Other respondents felt the threshold should be raised so that transit officials can alter service in a way that is the most economical. Additionally, many respondents commented on recent service reductions due to the Metrorail Silver Line opening; several riders explained that they have been negatively impacted by these changes and have had to adjust their work schedules as a result.

The full list of open-ended comments received on the Major Service Change policy question is below.

### Major Service Change Policy Comments

- It should be lowered to 10%.
- Raised.
- I think it should stay at 25%.
- The way the question was asked is misleading and should be changed. The question asked if I would consider a 25% reduction in operating hours to be a major service change, and I said yes. I would also consider a 10% reduction in operating hours to be a major service change, meaning I believe the threshold should be lowered. The question was not asked in such a way to elicit this answer.
- 25% is an acceptable threshold.
- Should be raised to approximately 40%.
- No estoy de acuerdo que se reduzca porque hay muchas personas que trabajando hasta tarde. (I do not agree that it should be reduced because there are many people who work late.)<sup>4</sup>
- I say no for the fact that before the recent route changes many routes had weird diversions and were not as concise as they are now. If new routes are formed or other routes are extended to cover a route shortening then no review is likely needed. However outright shortening a route at a significant distance such as 25% likely should.
- I haven't the slightest idea what it is you guys are trying to do. It would be really nice if you could explain it in English.
- The threshold should be raised to 50%. Transit officials in our suburban district should be able to alter service to be economical. Public transit should be a low priority here.
- As a frequent FC bus rider, any changes of 20% or more should require extensive analysis and rider input.
- You cannot change where you start, but the terminal 25% may be where you pick up most of the pax. Thus, a general rule for 25% may not work for all routes.
- 25% should be lowered and the number of changes? Are due to what?
- It should be raised to 30%.

### General Fairfax Connector Service Comments

- How about instead of Major Service reductions, we tried some major service enhancements? Especially with nighttime service, considering the fact that WMATA has expressed interest in running 24/7 service into the county to places such as fair oaks.
- As much as I would like to minimize the climate impact of choice riders by offering the best service to car-driving suburbanites, I know that the future of this county cannot leave anyone on the curb. Although it may slow down transit expansion, ensuring equitability is crucial to a healthy transportation network.
- Hi, if the bus is on time to their schedule it would be much appreciated thank you.

---

<sup>4</sup> Google Translate provided the translation of this comment.



## Silver Line Service Change Comments

- I think 558 should follow straight through the light and follow the same route that ribs for takes to go to town center.
- Please also consider Seniors and other non-income-based criteria in the analysis. Seniors are an important group that heavily relies on Fairfax Connector's services and are often left out of the equation. Recent changes when Silver Line Extension opened have negatively impacted customers, including canceling 927 and limiting 937 service. The 983 bus from Herndon-Monroe is still needed; the 952 bus isn't convenient. Metro service costs more. If you have a pass on your SmartTrip card, the discount doesn't apply when transferring from bus to Metro. It's in the fine print. More public meetings need to be held and communicated to current ridership before Major Service Changes are implemented. County planners need to be active in the community and be riders of the routes proposed for major changes. While proposals may look good on paper, implementation often produces less than desirable results. The last 951 leaves Innovation Station at 6:40 p.m., which is too early for someone that works later and has had to adjust a work schedule. There isn't any service that replaced the 927 loop or span of service. By providing more service to disadvantaged communities, you lose revenue from those that need bus service but have higher incomes. Equality should apply to all. Thank you for your consideration.
- I don't care for the current Silver Line changes. My prior bus schedule was perfect. And where is the Reston to Vienna bus line that was in discussion?
- El cambio que han hecho de rutas a partir de cuando empieza a operar el tren me arruina mi ida y regreso a el trabajo ahora debo caminar y otras personas tuvieron que renunciar a su part time lo que he escuchado ahora pago taxi ida y vuelta el transporte Lon acomodado en beneficio de los que tienen carro y los de la minoria nos toca agachar siempre la cabeza. (The change in routes they have made from when the train began to operate ruined my commute to and from work. Now I have to walk and other people had to give up their part time from what I have heard. Now I pay for a taxi there and back and transport is accommodated for the benefit of those who have a car and those of us in the minority have to always bow our heads.)<sup>5</sup>

### DISPARATE IMPACT/DISPROPORTIONATE BURDEN QUESTIONS

**Table 9** shows the responses to the Disparate Impact policy multiple choice questions, which asked respondents their level of agreement with the proposed policy. Responses to the Disparate Impact policy scenarios were relatively split. In the first scenario, which visualized service reductions, about 38 percent of respondents agreed with the policy and 18 percent disagreed. However, for the second scenario, which visualized an increase in service, responses were evenly split at 31 percent for both agree and disagree. This reveals that respondents were more likely to agree with the Disparate Impact threshold when there is a reduction in service rather than an increase in service. Furthermore, over a third of respondents in each scenario neither agreed nor disagreed with the policy or left the question blank. Overall, there was a higher percentage of respondents that agreed with the threshold than disagreed, but the difference was small.

<sup>5</sup> Google Translate provided the translation of this comment.





Table 9: Q4 and Q5 Multiple Choice Responses - Disparate Impact Policy

Q4: Do you agree or disagree that this would not be a disparate impact? (Service Reductions)		
Answer Choices	Count of Responses	Percentage
Agree	21	38.2%
Disagree	10	18.2%
Neither Agree nor Disagree	10	18.2%
(blank)	14	25.5%
Q5: Do you agree or disagree that should be a disparate impact? (Service Additions)		
Answer Choices	Count of Responses	Percentage
Agree	17	30.9%
Disagree	17	30.9%
Neither Agree nor Disagree	7	12.7%
(blank)	14	25.5%

**Table 10** shows the responses to the Disproportionate Burden policy multiple choice questions, which asked respondents their level of agreement with the proposed policy. The responses to the Disproportionate Burden policy were also relatively split among all answer choices. In the first scenario, which visualized a reduction in service, about 33 percent of respondents agreed with the threshold and 24 percent disagreed. However, in the second scenario, which visualized an increase in service, more respondents disagreed with the threshold (about 26 percent) than agreed (about 24 percent). Similar to the responses for the Disparate Impact questions, this reveals that respondents were more likely to agree with the threshold when there is a reduction in service rather than an increase in service. The disproportionate burden questions also received a greater proportion of ambivalent or blank responses compared to the Disparate Impact questions, with nearly one half of respondents neither agreeing nor disagreeing or not answering the question at all—this may have been due to survey fatigue as this was nearing the end of the survey. Despite the mixed responses, there were still slightly more respondents overall that agreed with the current Disproportionate Burden threshold than disagreed.

Table 10: Q6 and Q7 Multiple Choice Responses - Disproportionate Burden Policy

Q6: Do you agree or disagree that this would not be a disproportionate burden?		
Answer Choices	Count of Responses	Percentage
Agree	18	32.7%
Disagree	13	23.6%
Neither Agree nor Disagree	10	18.2%
(blank)	14	25.5%
Q7: Do you agree or disagree that should be a disproportionate burden?		
Answer Choices	Count of Responses	Percentage
Agree	13	23.6%
Disagree	14	25.5%
Neither Agree nor Disagree	11	20.0%
(blank)	17	30.9%

Question 8 asked respondents if they had any comments on the Disparate Impact and Disproportionate Burden policies. Open-ended comments on the DI/DB policies revealed no significant issues with the current 10 percent threshold, but some respondents had concerns about the overarching methodology. The most frequent response was that this analysis should only apply to service reductions and not service additions. Respondents



explained that they did not think the policy should prevent service additions to non-low-income or non-minority areas, especially if a route is serving areas of high density and high need. While respondents felt that service should be balanced equitably, they did not think service should be restricted to specific areas. Additionally, one respondent suggested evaluating where low-income and minority riders work to reveal additional areas with low-income and minority activity. Other respondents felt that there should be more consideration for seniors when implementing service changes, noting that changes can create accessibility challenges.

The full list of open-ended comments received on the Disparate Impact and Disproportionate Burden policies is below.

### **DI/DB Policy Comments**

- I think policies should consider more than income-based criteria. Too many riders are not paying their share, and this creates a burden for those who do pay. Instead of allowing children to ride for free, how about doing something for Senior citizens who are on fixed incomes? Service doesn't seem equitable when so many can ride for free and others are expected to pay. Seeing so many riding for free is a disincentive to pay. Bus service is important to the County. Citizens should pay for the service. Both my property taxes and fares support the bus service. I would like to have a free ride regardless of income or ability to pay.
- Lowered.
- Adding service should not be subjected to this analysis; only service cuts.
- Apparently, the people that make up this bus system have car so they have no idea what it's like to take the bus.
- I realize this data may not be available, but it would be better for these metrics to consider where people work, and not just where they live. For example, there may be a location that employs a lot of minority and low-income people, but doesn't have a lot of minority and low-income people living there. I also don't like the perception that increasing service in an area with fewer minority and low-income residents is a no-no. It should just be balanced out by also increasing service in areas with a higher proportion of minority and low-income residents. The bus needs to be available for everyone, including those who have other options.
- I think that the transit-dependent population is an important consideration when considering disproportionate burden. with a flat 10% difference, and a population of 20% low income, 80% non-low income, service could be cut in half without consideration to the non-choice riders. I believe the better metric would be to consider the transit riding population affected with respect to the service area demographic (affected population/demographic rather than affected population - demographic).
- I think adding routes (without shifting resources from other routes) should not be inherently disproportionate even if it benefits one group over another. One example would be bus routes in high density but high-income areas such as Reston or Tysons. It makes sense for more routes to be there due to their high density even if there are less low-income communities there. While busses are a main means of transportation for low-income communities, other priorities such as climate change and promotion of high-density development are also promoted by good bus routes. These may impact higher income communities more but have a good reason to exist even if not inherently helping low-income communities in a proportional way.
- I think the way these are phrased is hard to answer. Now if it proposed adding service to a non- low-income route instead of a low income that's need more service, then I think that's a problem. But just adding service to a non-low-income route because it needs it isn't bad.

### **General Fairfax Connector Service Comments**

- Where I live there are a lot of minorities and old people. As it is I still have to walk when I get off the bus to go where I have to go. I do not like these new changes because they are hard on senior citizens.
- Bueno si el 954 sustituye al 924 porque no tiene el mismo horario yo he estado a las 7:30 pm en la Herndon



Monroe park and ride y resulta que no hay ruta a esa hora hay quienes tenemos que transferir a otro bus. Deberían aumentar el horario de servicio. (If the 954 replaces the 924 because it does not have the same schedule, I have been at the Herndon Monroe Park and Ride at 7:30 pm and it turns out that there is no route at that time and some of us have to transfer to another bus. They should increase the hours of service).<sup>6</sup>

- On time for all the bus schedules so that the people don't worry.
- Please consider the low-income minority, who have no other means of transportation.

---

<sup>6</sup> Google Translate provided the translation of this comment.



## Appendix F: Major Service Change, Disparate Impact, and Disproportionate Burden Policies – Fairfax County Board of Supervisors Approval

The Fairfax County Board of Supervisors met, considered, and approved the Fairfax County Department of Transportation (FCDOT) Major Service Change, Disparate Impact, and Disproportionate Burden Policies on July 11, 2023.



# Appendix G: FCDOT Service/Fare Equity Analysis Fairfax County Board of Supervisors Approvals

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
July 28, 2020**

**ACTION ITEMS  
(continued)**

4	Approved	<a href="#">Approval of Changes to the Fairfax County Purchasing Resolution</a>
5	Approved	<a href="#">Authorization to: 1) Approve Issuance by the Fairfax County Redevelopment and Housing Authority (FCRHA) of Tax-Exempt Bonds in an Amount not to Exceed \$22,500,000; and 2) For FCRHA to Submit an Application to Virginia Department of Housing and Community Development for Tax-Exempt Bond Allocation for Ovation at Arrowbrook Apartments (Dranesville District)</a>
6	Approved	<a href="#">Approval of a Board of Supervisors' Draft Regular Meeting Schedule for Calendar Year 2021</a>
7	Approved	<a href="#">Approval of Memorandum of Agreement Between Fairfax County and Fairfax County Public Schools for the Free Student Bus Pass Program</a>
8	Approved	<a href="#">Approval of Memorandum of Agreement Between the Central Intelligence Agency and Fairfax County to Provide Fairfax Connector Bus Service to the Agency's Facility in Langley, Virginia (Dranesville District)</a>
9	Approved	<a href="#">Endorsement of the Residential Traffic Administration Program (RTAP) Revised Traffic Calming General Operating Procedures</a>
10	Approved	<a href="#">Approval of Fairfax Connector August 29, 2020, Service Changes (Dranesville, Lee, Mount Vernon, Providence, and Springfield Districts)</a>
11	Approved	<a href="#">Approval of a Resolution Endorsing Projects Being Submitted for State Funding Through the Commonwealth Transportation Board's FY2022-2027 Smart Scale Program</a>
12	Approved	<a href="#">Approval of the Master Agreement Between the Virginia Department of Rail and Public Transportation (DRPT) and Fairfax County for Use of Commonwealth Transportation Funds</a>
<b>PUBLIC HEARINGS</b>		
3:30	Deferred Decision Only to 9/15/20	<a href="#">Public Hearing on PCA-C-052-09/CDPA-C-052-02 (KIW SKYLINE 1, LLC, KIW SKYLINE 2, LLC and KIW SKYLINE 3, LLC) (Mason District)</a>



**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
October 20, 2020**

**AGENDA**

2:00	<b>Done</b>	<a href="#">Presentations</a>
2:00	<b>Done</b>	<a href="#">Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups</a>
2:00	<b>Done</b>	<a href="#">Matters Presented by Board Members</a>
2:00	<b>Done</b>	<a href="#">Items Presented by the County Executive</a>

**ACTION ITEMS**

1	<b>Approved</b>	<a href="#">Approval of the Final Disposition of the John Quincy Marr Monument, Two Dahlgren Howitzers, and the Virginia Department of Historic Resources (VDHR) Historical Marker #262 at the Fairfax County Judicial Complex (Providence District)</a>
2	<b>Approved</b>	<a href="#">Approval of Fairfax Connector's January 4, 2021, Service Changes (Lee and Springfield Districts)</a>
3	<b>Approved</b>	<a href="#">Approval of a Resolution to Authorize the Extension of Time to Issue General Obligation Bonds for Public Safety Facilities</a>

**PUBLIC  
HEARINGS**

3:30	<b>Deferred Decision Only to 11/17/20 at 3:00 p.m.</b>	<a href="#">Decision Only on RZ 2019-HM-011 (Sakthivel Chinnasamy and Nandakumar Sreenivasan) (Hunter Mill District)</a>
3:30	<b>Approved</b>	<a href="#">Public Hearing on PCA/CDPA 2016-MA-022 (EYA Development LLC) (Mason District)</a>
3:30	<b>Approved</b>	<a href="#">Public Hearing to Consider Adoption of Amendments to an Uncodified Ordinance to Provide a Method to Assure Continuity in Fairfax County Government During the Novel Coronavirus Disease 2019 (COVID-19) Emergency by Temporarily Approving Outdoor Dining and Outdoor Fitness and Exercise Activities Subject to Certain Conditions, Thereby Suspending Any Requirement for Individualized Approvals of Such Activities</a>
3:30	<b>Approved</b>	<a href="#">Public Hearing to Amend a Lease of County-Owned Property at 4600-A West Ox Road and 6140 Rolling Road with CoxCom LLC (Springfield District)</a>
3:30	<b>Approved</b>	<a href="#">Public Hearing to Amend a Lease of County-Owned Property at 2610 Reston Parkway with CoxCom LLC (Hunter Mill District)</a>



**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
February 22, 2022**

**ACTION ITEMS**

1	<b>Approved</b>	<a href="#"><u>Approval of the Reciprocal Agreement Between the Virginia Department of State Police and Fairfax County During the Police Unity Tour</u></a>
2	<b>Approved</b>	<a href="#"><u>Approval of the High Intensity Drug Trafficking Area (HIDTA) State and Local Task Force Agreement Between the Fairfax County Police Department (FCPD) and the United States Department of Justice Drug Enforcement Administration (DEA), Asset Removal Group (33) (Northern VA Financial Initiative Task Force)</u></a>
3	<b>Approved</b>	<a href="#"><u>Approval of the Program - Funded State and Local Task Force Agreement Between the Fairfax County Police Department (FCPD) and the United States Department of Justice Drug Enforcement Administration (DEA) for the High Intensity Drug Trafficking Area (HIDTA) Group 5 (12)</u></a>
4	<b>Approved</b>	<a href="#"><u>Approval of the High Intensity Drug Trafficking Area (HIDTA) State and Local Task Force Agreement Between the United States Department of Justice, Drug Enforcement Administration (DEA), and the Fairfax County Police Department (FCPD)</u></a>
5	<b>Approved</b>	<a href="#"><u>Approval of a Lease Agreement for Commuter Parking at Springfield Plaza (Lee District)</u></a>
6	<b>Approved</b>	<a href="#"><u>Approval of Fairfax Connector's Reston – Herndon Bus Plan Service Changes (Dranesville, Hunter Mill, and Sully Districts)</u></a>
7	<b>Approved</b>	<a href="#"><u>Approval of an Increase to the Maximum Annual Financing Authorized Under the Current Master Lease Agreement</u></a>
8	<b>Approved</b>	<a href="#"><u>Adoption of a Resolution of Support for the Abandonment of a Portion of Richmond Highway (U.S. Route 1) (Mount Vernon District)</u></a>
9	<b>Approved</b>	<a href="#"><u>Approval of a Memorandum of Agreement (MOA) Between the Washington Metropolitan Area Transit Authority (WMATA) and Fairfax County to Formalize the Process of Providing Emergency Bus Support During Metrorail Disruptions at Metrorail Stations in Fairfax and Loudoun Counties</u></a>
10	<b>Deferred to 3:30 p.m.; Approved</b>	<a href="#"><u>Consideration of Approval of the Economic Incentive Program Application of LMC Alexandria Crossing Holdings, LLC (Mount Vernon District)</u></a>







**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
June 7, 2022**

**ACTION ITEMS  
(continued)**

3	<b>Approved</b>	<a href="#">Approval of Revisions to Chapters 2, 4 and 14 of the Personnel Regulations</a>
4	<b>Approved</b>	<a href="#">Adoption of a Resolution Approving the Issuance of Fairfax County Economic Development Authority Revenue Refunding Bonds Series 2022 for the Benefit of Congressional School, Inc. (Mason District)</a>
5	<b>Approved</b>	<a href="#">Board Approval of the Fairfax County Department of Transportation's (FCDOT) Fare Equity Analysis for Fairfax Connector Fare Changes</a>
6	<b>Approved</b>	<a href="#">Approval of a Fourth Amendment to a Project Funding Agreement for County-Funded Roadway Improvements to Mulligan Road (Mount Vernon and Lee Districts)</a>
7	<b>Approved</b>	<a href="#">Authorization to Enter Into a Memorandum of Understanding With the Dulles Area Transportation Association Related to Transportation Demand Management (Dranesville, Hunter Mill, and Sully Districts)</a>
8	<b>Approved</b>	<a href="#">Approval of Project Agreements Between the Virginia Department of Rail and Public Transportation (DRPT) and Fairfax County for Fiscal Year (FY) 2022 Transit Capital Assistance Grant Funds</a>

**INFORMATION  
ITEMS  
Noted**

1	<b>Noted</b>	<a href="#">Certification of Consistency - Fairfax County Redevelopment and Housing Authority Moving to Work Plan for Fiscal Year 2023 and Fairfax County Consolidated Plan</a>
---	--------------	---

**CLOSED SESSION**

**Done**      [Closed Session](#)

**PUBLIC  
HEARINGS**

3:30	<b>Approved</b>	<a href="#">Decision Only on SEA 84-V-035-03 (Huntwood, L.L.C.) (Mount Vernon District)</a>
3:30	<b>Approved</b>	<a href="#">Public Hearing on RZ 2021-SU-013/PCA 2003-SU-040-02 (4700 Centreville, LLC) (Sully District)</a>



**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
August 2, 2022**

**ADMINISTRATIVE  
ITEMS  
(continued)**

- 10      **Approved**      [Authorization to Advertise a Public Hearing on the County and Schools' FY 2022 Carryover Review to Amend the Appropriation Level in the FY 2023 Revised Budget Plan](#)
- 11      **Approved**      [Authorization to Advertise a Public Hearing on a Proposal to Prohibit Through Truck Traffic on Bull Run Post Office Road \(Sully District\)](#)

**ACTION ITEMS**

- 1      **Approved**      [Establishment of Retail Fees for the Charging of Electric Vehicles at County-Owned Charging Stations](#)
- 2      **Approved**      [Authorization for the Fairfax County Redevelopment and Housing Authority to Provide Funding in the Amount of \\$33,306,290 to Finance the Development of Somos at McLean Metro, McLean, Virginia \(Providence District\)](#)
- 3      **Approved**      [Authorization to Establish THRIVE Small Business Recovery Technical Assistance Grant Program](#)
- 4      **Approved**      [Authorization for the Fairfax County Redevelopment and Housing Authority \(FCRHA\) to Issue a Housing Blueprint Loan to a Joint Venture of AHC Inc. and Insight Property Group in the Amount of \\$15,000,000 to Finance the Acquisition of Colvin Woods Apartments in Reston, Virginia \(Hunter Mill District\)](#)
- 5      **Approved**      [Approval of the FY 2022 and FY 2023 Community Services Performance Contract Amendment Between the Fairfax-Falls Church Community Services Board and the Virginia Department of Behavioral Health and Developmental Services](#)
- 6      **Approved**      [Approval of and Authorization to Execute a Standard Project Agreement with the Northern Virginia Transportation Authority for the Implementation of the Rock Hill Road Bridge/Davis Drive Extension-Dulles Toll Road Overpass \(Dranesville District\)](#)

7      **Approved**      [Approval of the Fairfax Connector's October 1, 2022, Service Changes \(Braddock, Dranesville, Hunter Mill, Lee, Mount Vernon, Providence, and Springfield Districts\)](#)



**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
September 13, 2022**

**ACTION ITEMS  
(continued)**

4	<b>Approved</b>	<a href="#"><u>Approval of a Project Agreement Between the Virginia Department of Rail and Public Transportation (DRPT) and Fairfax County for FY 2023 I-66 Outside the Beltway Toll Revenue for the Implementation and Operation of New Fairfax Connector Bus Service</u></a>
5	<b>Approved</b>	<a href="#"><u>Approval of Fairfax Connector January 14, 2023, Service Changes (Braddock, Dranesville, Hunter Mill, Providence, Springfield, and Sully Districts)</u></a>
6	<b>Approved</b>	<a href="#"><u>Authorization to Sign Standard Project Agreements for Distribution of I-66 Inside the Beltway Toll Revenues for Multi-modal Projects in the I-66 Corridor (Providence, Dranesville, and Hunter Mill Districts)</u></a>
7	<b>Approved</b>	<a href="#"><u>Endorsement of Locally Preferred Alternative for the Soapstone Connector Project from Sunrise Valley Drive to Sunset Hills Road (Hunter Mill District)</u></a>
8	<b>Approved</b>	<a href="#"><u>Approval of and Authorization to Execute a Memorandum of Agreement for the Soapstone Connector Project from Sunrise Valley Drive to Sunset Hills Road (Hunter Mill District)</u></a>
9	<b>Approved</b>	<a href="#"><u>Resolution of Support for Modifications of the Limited Access Line at the Intersection of Franconia-Springfield Parkway and Walker Lane to Provide Direct Vehicle and Pedestrian Access (Lee District)</u></a>
10	<b>Approved</b>	<a href="#"><u>Approval of a Resolution to Authorize the Extension of Time to Issue General Obligation Bonds for Transportation Improvements</u></a>
11	<b>Approved</b>	<a href="#"><u>Authorization to Execute a Project Agreement with the City of Fairfax for the Construction and Maintenance of CUE Bus Stops (Providence District)</u></a>
12	<b>Approved</b>	<a href="#"><u>Approval of Request to Rename Lee Highway as Route 29 and Lee-Jackson Memorial Highway as Route 50 (Braddock, Providence, Springfield, and Sully Districts)</u></a>
13	<b>Approved</b>	<a href="#"><u>Resolution of Support for Modifications to the Existing Limited Access Lines along Gallows Road in Merrifield (Providence District)</u></a>



## Appendix H: FCDOT Title VI Plan Fairfax County Board Approval

The Fairfax County Board of Supervisors met, considered, and approved the Fairfax County Department of Transportation (FCDOT) Title VI Program Update on **July 25, 2023**.



Board Agenda Item  
July 11, 2023

ACTION - 6

Approval of Changes to the Fairfax County Purchasing Resolution

ISSUE:

Board of Supervisors' approval of changes to the Fairfax County Purchasing Resolution ("Purchasing Resolution").

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the changes outlined below to the Fairfax County Purchasing Resolution, to become effective on July 11, 2023.

TIMING:

Board action is requested on July 11, 2023.

BACKGROUND:

The Board of Supervisors adopted the current version of the Fairfax County Purchasing Resolution on July 19, 2022. During the 2023 General Assembly session, six (6) bills relating to procurement and/or contracts and passed the House and Senate. There was one (1) successful bill that modified a mandatory section of the Virginia Public Procurement Act (VPPA), however, there was one bill that changed non-mandatory sections of the VPPA with potential benefits to the County. These two (2) bills are proposed for inclusion in the Purchasing Resolution and are listed below under the heading "Code Changes."

The remaining four (4) bills either:

- Modify sections of the Code that can affect contracting and procurement, but are not required to be addressed in the Purchasing Resolution, or
- Modify a section of the VPPA that is not included in the Purchasing Resolution.

This year, staff recommends thirteen (13) administrative amendments to the Purchasing Resolution, worth mentioning in this Item, which can be found under the heading "Administrative Changes." Other administrative changes not listed in this Item are incidental changes to correct formatting or administrative errors. These amendments are clarifications and technical corrections to the Purchasing Resolution.

### Code Changes

1. House Bill 2450, Code of Virginia §§2.2-4382. Clarifies that the provisions of the subdivision do not apply to construction management contracts involving infrastructure projects (Page 50).
2. House Bill 1490, Code of Virginia § 2.2- 4337. Performance and Payment Bonds. Allows localities to require bonds in amounts equal to individual tasks for certain types of contracts. An ordinance is required to enact this (Pages 55-56).

### Administrative Changes

1. Corrections to section headings and pagination due to changes in the document text (Table of Contents).
2. Added Section 5, Authority of the Purchasing Agent, to clarify the statutory authority of the Purchasing Agent (Page 8).
3. Replaced wording “public works” with “construction” to provide consistency with Fairfax County Code Ch. 2, Art. 3, § 2 (Page 13).
4. Removed definition of “public works” related to prevailing wage which is addressed in Fairfax County Code Ch. 2, Art. 3, § 1 and 2 (Page 14).
5. Updated language to clarify that Prevailing Wage ordinance for County construction contracts has been adopted (Pages 16-17).
6. Administrative change to clarify public posting requirements (Page 18).
7. Administrative changes to clarify a long-standing County practice related to procurement transactions (Pages 19, 21, and 24).
8. Administrative change to reflect Selection Advisory Committee records retention practices (Pages 19 and 21).
9. Updated language to clarify rules governing Informal Procurement (Pages 26-27).
10. Change to properly reflect that PPEA transactions are Exempt from the Purchasing Resolution under § 56-575.16 (Pages 27, 30-31).
11. Change to reflect amendment and reenactment of § 2.2-2009 and amendment to § 2.2-5514.1, which relate to Security of Government Information (Page 43).
12. Change to add Electronic Signatures as a Mandatory Term applicable to all County contracts (Page 44).
13. Change to increase donation thresholds to be consistent with the small dollar value procurement threshold (Page 70).

Board Agenda Item  
July 11, 2023

The text changes proposed in the Purchasing Resolution are presented in “track changes” format and legislative references are provided in the comments. These changes have been coordinated with the Department of Public Works and Environmental Services, the Department of Housing and Community Development, the Fairfax County Park Authority, the Department of Transportation, Fairfax County Public Schools, and the Office of the County Attorney.

EQUITY IMPACT:

None.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I - Revised Fairfax County Purchasing Resolution

STAFF:

Christina Jackson, Chief Financial Officer

Lee Ann Pender, Director, Department of Procurement and Material Management

ASSIGNED COUNSEL:

Patricia M. McCay, Senior Assistant County Attorney

# FAIRFAX COUNTY PURCHASING



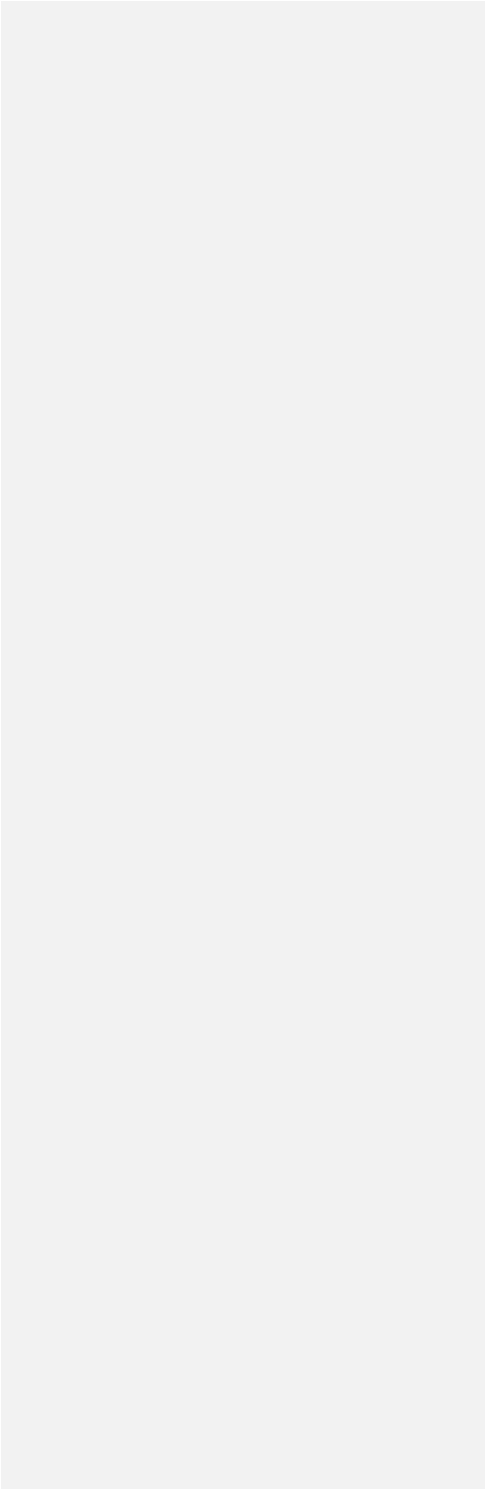
## RESOLUTION

July 2023

Adopted by the Board of Supervisors on July 11, 2023



|



# FAIRFAX COUNTY PURCHASING RESOLUTION

**Commented [JA1]:** Administrative Changes to Table of Contents

Article 1.....	57
GENERAL PROVISIONS.....	57
Section 1. Title.....	57
Section 2. Organization.....	57
Section 3. Exclusions from Duties.....	57
<del>Section 4. Rules and Regulations.810</del> Section 4. Rules and Regulations.....	7
Section 5. Authority of Purchasing Agent.....	810
Section 6. Definitions.....	911
Article 2.....	1516
<del>PROCUREMENT POLICIES1516</del> PROCUREMENT POLICIES.....	15
Section 1. General.....	1517
Section 2. Methods of Procurement.....	1719
<del>Section 3. Exceptions to the Requirement for Competitive Procurement.2828</del> Section 3. Exceptions to the Requirement for Competitive Procurement.....	27
Section 4. Exemptions from the Purchasing Resolution.....	2930
<del>Section 5. General Purchasing Provisions.3131</del> Section 5. General Purchasing Provisions.....	30
Section 6. Compliance with Conditions on Federal Grants or Contract.....	3940
Section 7. HIPAA Compliance.....	4040
Section 8. Compliance with State Law; Foreign and Domestic Businesses Authorized to Transact Business in the Commonwealth.....	4041
Article 3.....	4242
CONTRACT TERMS AND CONDITIONS.....	4242
Section 1. Authority to Bind the County.....	4242
Section 2. Mandatory Terms and Conditions Applicable to All Contracts.....	4242

Section 3: Mandatory Terms Applicable to Contracts (including Amendments) in Excess of \$200,000 .....	<del>4444</del>
Section 4. Prohibited Terms and Conditions. ....	<del>4545</del>
Article 4.....	<del>4747</del>
<b>CONSTRUCTION CONTRACTING.....</b>	<del>4747</del>
Section 1. Authority. ....	<del>4747</del>
Section 2. Rules and Regulations. ....	<del>4747</del>
Section 3. Purchasing Policies. ....	<del>4747</del>
Section 4. Methods of Procurement.....	<del>4949</del>
Section 5. Prequalification, Bonds, Escrow Accounts. ....	<del>5151</del>
Article 5.....	<del>5959</del>
<b>BIDDER/CONTRACTOR REMEDIES .....</b>	<del>5959</del>
Section 1. Ineligibility. ....	<del>5959</del>
Section 2. Appeal of Denial of Withdrawal of Bid. ....	<del>6161</del>
Section 3. Appeal of Determination of Non-responsibility. ....	<del>6161</del>
Section 4. Protest of Award or Decision to Award. ....	<del>6161</del>
Section 5. Contractual Disputes. ....	<del>6363</del>
Section 6. Legal Action. ....	<del>6363</del>
Article 6.....	<del>6464</del>
<b>ETHICS IN COUNTY CONTRACTING .....</b>	<del>6464</del>
Section 1. General. ....	<del>6464</del>
Section 2. Solicitation or Acceptance of Gifts. ....	<del>6464</del>
Section 3. Disclosure of Subsequent Employment. ....	<del>6565</del>
Section 4. Gifts.....	<del>6565</del>
Section 5. Kickbacks. ....	<del>6565</del>
Section 6. Purchase of Building Materials, etc., from Architect or Engineer Prohibited. ....	<del>6666</del>
Section 7. Certification of Compliance; Penalty for False Statements. ....	<del>6666</del>
Section 8. Misrepresentations. ....	<del>6767</del>
Section 9. Penalty for Violation.....	<del>6767</del>
Section 10. Personal Conflicts of Interest .....	<del>6767</del>
Article 7.....	<del>6868</del>

Field Code Changed

Field Code Changed

Field Code Changed

<b>PROPERTY MANAGEMENT.....</b>	<b><del>6868</del></b>
Section 1. County Consolidated Warehouse (Logistics Center) .....	<del>6868</del>
Section 2. Inventory Accountability. ....	<del>6868</del>
Section 3. Consumable Inventory Property Management. ....	<del>6868</del>
Section 4. Accountable Equipment Inventory Property Management. ....	<del>6969</del>
Section 5. Excess and Surplus Property Management. ....	<del>6969</del>
Section 6. Donations. ....	<del>7070</del>

Field Code Changed

## FAIRFAX COUNTY PURCHASING RESOLUTION

WHEREAS, the Fairfax County Board of Supervisors (the Board) is dedicated to securing high quality goods and services at reasonable cost while ensuring that all purchasing actions be conducted in a fair and impartial manner with no impropriety or appearance thereof, that all qualified vendors have access to County business and that no offeror be arbitrarily or capriciously excluded, that procurement procedures involve openness and administrative efficiency, and that the maximum feasible degree of competition is achieved; and

WHEREAS, a central purchasing system is authorized by Virginia Code §15.2-831, and is a part of the Urban County Executive Form of Government adopted by Fairfax County in 1951; and

WHEREAS, the Virginia Public Procurement Act (Chapter 43 of Title 2.2 of the Code of Virginia, as amended), enunciates the public policies pertaining to governmental procurement from nongovernmental sources by public bodies which may or may not result in monetary consideration for either party; and

WHEREAS, the Virginia Code § 15.2-831 and Virginia Code § 15.2-1236 (as amended) require all purchases of and contracts for supplies, materials, equipment and contractual services be in accordance with the Virginia Public Procurement Act and under such rules and regulations consistent with the Act as established by the Board through this resolution; and

WHEREAS, Virginia Code § 15.2-831, § 2.2-4302, and § 2.2-4343 (as amended) allow implementation of the Virginia Public Procurement Act through resolutions and regulations consistent with this Act; and

WHEREAS, Virginia Code § 15.2-831 and §15.2-1543 empower the Board to employ a County Purchasing Agent, Virginia Code § 2.2-4302 authorizes the Board to act through its County Purchasing Agent, and § 15.2-831, § 15.2-1233 through § 15.2-1240, and § 15.2-1543 -set the County Purchasing Agent's duties;

THEREFORE BE IT RESOLVED that this resolution prescribes the basic policies for the conduct of all purchasing in Fairfax County (except as otherwise stipulated herein) to take effect on July 19, 2022, as follows:

**FAIRFAX COUNTY PURCHASING RESOLUTION**

**Article 1**

**GENERAL PROVISIONS**

Section 1. Title.

This resolution shall be known as the Fairfax County Purchasing Resolution.

Section 2. Organization.

- A. The Department of Procurement and Material Management is a staff activity of the Fairfax County government, operating under the direction and supervision of the County Executive.
- B. The Director of the Department of Procurement and Material Management shall be the County Purchasing Agent who shall have general supervision of the DPMM. The Purchasing Agent shall be appointed by the Board of County Supervisors upon recommendation of the County Executive.

The primary duty of the County Purchasing Agent is to carry out the principles of modern central purchasing and supply management in accordance with applicable laws and regulations and with generally accepted professional standards in such a manner as to insure the maximum efficiency of governmental operation, and to give to County taxpayers the benefit in savings that such accepted business procedures are known to produce. The County Purchasing Agent, or **their** designee, has the authority to take any action or fulfill any duty granted by this Purchasing Resolution or by law, including, but not limited to, executing and administering contracts and making findings and addressing remedies as outlined in Article 5 of this Resolution.

**Commented [JA2]:** Administrative Change

Section 3. **Exclusions from Duties.**

**Commented [JA3]:** Administrative Change to Citation language

- A. The procurement of architectural, engineering and related consultant services for capital construction projects and the contracting for construction projects are excluded from the duties of the County Purchasing Agent for the organizations as specified below:

## FAIRFAX COUNTY PURCHASING RESOLUTION

1. The Department of Public Works and Environmental Services (DPWES), pursuant to [Virginia Code §15.2-834](#) ~~of the Code of Virginia~~, the Board of Supervisors' Resolution dated September 18, 1968, and this Resolution, is responsible for Fairfax County construction projects administered by DPWES and the architectural, engineering and consultant services related to those projects. The Director, Department of Public Works and Environmental Services or their designee, has the same authority as the County Purchasing Agent to execute and administer contracts and to make findings and address remedies as outlined in Article 5 of this Resolution regarding contracts assigned under this section in accordance with the mandatory sections of the Code of Virginia and the applicable sections of this Resolution. The Director, Department of Public Works and Environmental Services or their designee has the authority to enter into agreements pursuant to Virginia Code ~~Ann.~~ § 2.2-4366 ~~(2014)~~. Any such agreements shall be approved by the County Attorney.
2. The Fairfax County Public School Board is responsible for construction, related architectural and engineering services, related consulting services, maintenance, repair and related services in connection with building, furnishing equipping, renovating, maintaining, and operating the buildings and property of the school division in accordance with [Virginia Code § 22.1-79](#) ~~of the Code of Virginia~~. The school division's Superintendent or their designee has the same authority as the County Purchasing Agent to execute and administer contracts. Execution of contracts under this section shall be conducted under the rules and regulations established by the Fairfax County School Board in accordance with the mandatory sections of the Code of Virginia.
3. The Fairfax County Park Authority is responsible for Fairfax County Park Authority capital construction and related architectural and engineering services per [Virginia Code § 15.2-5704](#) of the Code of Virginia, Board of Supervisors' Ordinance dated July 13, 2021, and a Memorandum of Understanding governing the relationship of the Fairfax County Park Authority and Fairfax County. The Director of the Park Authority or their designee shall have the same authority of as the County Purchasing Agent to execute and administer contracts and to make findings and address remedies as outlined in Article 5 of this Resolution. Execution of contracts under this section shall be conducted under the rules and regulations established by the Fairfax County Park Authority in accordance with the mandatory sections of the Code of Virginia and applicable sections of this Resolution. The Director, Department of the Park Authority or their designee shall have the authority to enter into agreements pursuant to Virginia Code ~~Ann.~~ § 2.2-4366. Any such agreements shall be approved by the County Attorney.
4. The Department of Housing and Community Development shall be responsible for capital construction and the architectural, engineering, and consultant services for all programs and projects administered by the Department on behalf of either the Redevelopment and

## FAIRFAX COUNTY PURCHASING RESOLUTION

Housing Authority per [Virginia Code §36-19](#) ~~of the Code of Virginia~~ or the Fairfax County Board of Supervisors, The Director of the Department of Housing and Community Development or their designee shall have the same authority as the County Purchasing Agent to execute and administer contracts and to make findings and address remedies as outlined in Article 5 of this Resolution. Execution of contracts under this section shall be conducted under the rules and regulations established by the Department of Housing and Community Development in accordance with the mandatory sections of the Code of Virginia and applicable sections of this Resolution.

5. The Department of Transportation, pursuant to [Virginia Code § 33.2-338](#) ~~of the Code of Virginia~~, and this Resolution, may be responsible for constructing or improving highways, including related architectural, engineering, and consulting services. Highways may include curbs, gutters, drainageways, sound barriers, sidewalks, and all other features or appurtenances conducive to the public safety and convenience, which either have been or may be taken into the primary or secondary system of state highways. The Director, Department of Transportation or their designee, shall have the same authority as the County Purchasing Agent to execute and administer contracts and to make findings and address remedies as outlined in Article 5 of this Resolution regarding contracts assigned under this section in accordance with the mandatory sections of the Code of Virginia and the applicable sections of this Resolution.
  6. The Fairfax County Park Authority, the Department of Housing and Community Development, and the Department of Transportation, may by a Memorandum of Understanding (MOU) delegate construction authority as detailed in sections 3 – 5 above to the Department of Public Works and Environmental Services.
- B. The procurement of goods and services for individual schools using funds generated from school activities for the Fairfax County Public Schools is excluded from the duties of the County Purchasing Agent. Execution of contracts under this section shall be conducted under the rules and regulations established by the Fairfax County School Board in accordance with the mandatory sections of the Code of Virginia.
  - C. The Fairfax County Sheriff shall be the purchasing agent in all matters involving the commissary and non-appropriated funds received from inmates, in accordance with §53.1-127.1 Code of Virginia. The Purchasing Agent shall make all other purchases governed by Virginia Code § 53.1-126.



## FAIRFAX COUNTY PURCHASING RESOLUTION

### Section 4. Rules and Regulations.

- A. The County Purchasing Agent shall prepare and maintain the Fairfax County Purchasing Resolution and other rules and regulations consistent with the laws of the Commonwealth of Virginia governing the operations of the County purchasing and material management system.
- B. The Agencies designated in Section 3(A) 1 - 6 shall prepare and maintain detailed rules and regulations on the conduct of these contracting actions. Such rules and regulations shall be consistent with this Resolution and the laws of the Commonwealth of Virginia. Such rules and regulations shall be approved by the Purchasing Agent for County staff agencies or the administrative head of the respective public body involved.

### Section 5. Authority of Purchasing Agent.

- A. The Purchasing Agent, the individuals described in Section 3 (above), and their respective designees have exclusive authority for procurement transactions undertaken by the County. No County Employee shall attempt, directly or indirectly, to influence or coerce the Purchasing Agent in the performance of their duty.

Commented [JA4]: Administrative Change

## FAIRFAX COUNTY PURCHASING RESOLUTION

### Section 65. Definitions.

Commented [JA5]: Administrative Change

1. Acquisition Function Closely Associated with Inherently Governmental Functions means supporting or providing advice or recommendations with regard to the following activities:
  - a. Planning acquisitions.
  - b. Determining what supplies or services are to be acquired by the County, including developing statements of work.
  - c. Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
  - d. Evaluating bids or proposals.
  - e. Awarding County contracts.
  - f. Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
  - g. Terminating contracts.
  - h. Determining whether contract costs are reasonable, allocable, and allowable.
2. Best Value, as predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.
3. Competitive Negotiation is a formal method of selecting the top rated offeror. It includes the issuance of a written Request for Proposals, public notice, evaluation based on the criteria set forth in the Request for Proposals, and allows negotiation with the top rated offeror or offerors (See Article 2, Section 2 B).
4. Competitive Sealed Bidding is a formal method of selecting the lowest responsive and responsible bidder. It includes the issuance of a written Invitation to Bid, public notice, a public bid opening and evaluation based on the requirements set forth in the invitation (See Article 2, Section 2 A).
5. Complex Project means a construction project that includes one or more of the following significant components: difficult site location, unique equipment, specialized building systems, multifaceted program, accelerated schedule, historic designation, or intricate phasing or some other aspect that makes competitive sealed bidding not practical.
6. Construction shall mean building, altering, repairing, improving or demolishing any structure, building, or highway, and any draining, dredging, excavation, grading or similar work upon real property.

## FAIRFAX COUNTY PURCHASING RESOLUTION

7. Construction Management Contract shall mean a contract in which a party is retained by the owner to coordinate and administer contracts for construction services for the benefit of the owner, and may also include, if provided in the contract, the furnishing of construction services to the owner.
8. Consultant Services shall mean any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.
9. Covered Employee means an individual who
  - a. Is an employee of the contractor or subcontractor, a consultant, partner, or a sole proprietor; and
  - b. Performs an acquisition function closely associated with inherently governmental functions.
10. Debarment is an action taken by the County Purchasing Agent, a contracting officer, or their designee, within the scope of their procurement authority, to exclude prospective contractors from contracting with County agencies or organizations for particular types of supplies, services, insurance, or construction, for specified periods of time.
11. Department means the Virginia Department of General Services
12. Design-build contract shall mean a contract between a public body and another party in which the party contracting with the public body agrees to both design and build the structure, roadway or other item specified in the contract.
13. DPMM shall mean the Department of Procurement and Material Management.
14. Emergency shall be deemed to exist when a breakdown in machinery and/or a threatened termination of essential services or a dangerous condition develops, or when any unforeseen circumstances arise causing curtailment or diminution of essential service.
15. Employment Services Organization shall mean an organization that provides community based employment services to individuals and disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department for Aging and Rehabilitative Services.
16. Excess Property shall mean that property which exceeds the requirement of the department to which the property is assigned.

## FAIRFAX COUNTY PURCHASING RESOLUTION

17. FCPS shall mean Fairfax County Public Schools.
18. Faith-Based Organization shall mean a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P. L. 104-193.
19. Firm shall mean any individual, partnership, corporation, association, or other legal entity permitted by law to conduct business in the Commonwealth of Virginia; or any other individual, firm, partnership, corporation, association or other legal entity qualified to perform professional services, non-professional or consultant services.
20. Fixed Asset shall mean a tangible item (not a component) which has an expected useful life of at least one year and a dollar value in excess of \$10,000.
21. Goods shall mean all material, equipment, supplies, printing, and information technology hardware and software.
22. Immediate Family shall mean a spouse, child, parent, brother, sister, and any other person living in the same household as the employee.
23. Independent Contractor shall mean a worker over whom the employer has the right to control or direct the result of the work done, but not the means and methods of accomplishing the result.
24. Ineligibility shall mean an action taken to suspend or debar a prospective contractor from consideration for award of contracts. The suspension shall not be for a period exceeding twelve (12) months and the debarment shall not be for a period exceeding three (3) years.
25. Informality shall mean a minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid or the Request for Proposal, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.
26. Job Order Contracting is a method of procuring construction by establishing a book of unit prices and then obtaining a contractor to perform work as needed using the prices, quantities, and specifications in the book as the basis of its pricing.

## FAIRFAX COUNTY PURCHASING RESOLUTION

27. Non-public Government Information means any information that a covered employee gains by reason of work under a County contract and that the covered employee knows, or reasonably should know, has not been made public. It includes information that--
- a. Is exempt from disclosure under the Virginia Freedom of Information Act; or
  - b. Has not been disseminated to the general public and is not authorized by the agency to be made available to the public.
28. Nonprofessional Services shall mean any service not specifically identified as a professional or consultant service.
29. Official Responsibility shall mean administrative or operating authority, whether intermediate or final, to initiate, approve, disapprove or otherwise affect a procurement transaction or any resulting claim.
30. Other Authorized Agency is an Agency as designated by the Code of Virginia and the Board of Supervisors authorized to procure architectural, engineering and related consultant services for construction projects and the contracting for construction projects to include public announcement, receipt of bids, recommending selection and award, negotiation, contract preparation and contract administration as more fully defined in Article 1, Section 3 of this Resolution.
31. Pecuniary Interest Arising from the Procurement shall mean a personal interest in a contract, as defined in the State and Local Government Conflict of Interests Act.
32. Personal Conflict of Interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the County when performing under the contract.
- Among the sources of personal conflicts of interest are--
- a. Financial interests of the covered employee, of close family members, or of other members of the household;
  - b. Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
  - c. Gifts, including travel.
- Financial interests may arise from--
- 1) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
  - 2) Consulting relationships (including commercial and professional consulting and service arrangements, or serving as an expert witness in litigation);
  - 3) Services provided in exchange for honorariums or travel expense reimbursements;

## FAIRFAX COUNTY PURCHASING RESOLUTION

- 4) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
  - 5) Real estate investments;
  - 6) Patents, copyrights, and other intellectual property interests; or
  - 7) Business ownership and investment interests.
33. Potential Bidder or Offeror shall mean a person who, at the time the County negotiates and awards or proposes to award a contract, is engaged in the sale or lease of goods, or the sale of services, insurance or construction, of the type to be procured under such contract, and who at such time is eligible and qualified in all respects to perform that contract, and who would have been eligible and qualified to submit a bid or proposal had the contract been procured through competitive sealed bidding or competitive negotiation.
34. Prevailing Wages shall mean the rate, amount or level of wages, salaries, benefits, and other remuneration prevailing for the corresponding classes of mechanics, laborers, or workers employed for the same work in the same trade or occupation in the locality in which the public facility or immovable property that is the subject of ~~construction~~ public works is located as determined by the Commissioner of Labor and Industry on the basis of applicable prevailing wage rate determinations made by the U.S. Secretary of Labor under the provisions of the Davis-Bacon Act, 40 U.S.C. §276 et seq., as amended.
35. Procurement Transaction shall mean all functions that pertain to obtaining of any goods, services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.
36. Professional services shall mean any type of service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with this Resolution).
37. Project Labor agreement shall mean a pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific public works project.
38. Public Body shall mean any legislative, executive or judicial body, agency, office, department, authority, post, commission, committee, institution, board or political subdivision created by law to exercise some sovereign power or to perform some governmental duty, and empowered by law to undertake the activities described in this resolution. Public body shall include any metropolitan planning organization or planning district commission which operates exclusively within the Commonwealth of Virginia.

**Commented [JA6]:** Administrative Change: For Consistency with Fairfax County Code Ch. 2, Art. 3, § 2.

## FAIRFAX COUNTY PURCHASING RESOLUTION

39. Public Contract shall mean an agreement between a public body and a nongovernmental source that is enforceable in a court of law.
40. Public or County Employee shall mean any person employed by the County of Fairfax, including elected officials or appointed members of governing bodies.

~~41. Public works shall mean the operation, erection, construction, alteration, improvement, maintenance, or repair of any public facility or immovable property owned, used or leased by a public body, including transportation infrastructure projects.~~

~~42-41.~~ Responsible Bidder or Offeror shall mean an individual, company, firm, corporation, partnership or other organization who has the capability in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been prequalified, if required.

~~43-42.~~ Responsive Bidder or Offeror shall mean an individual, company, firm, corporation, partnership or other organization who has submitted a bid which conforms in all material respects to the Invitation to Bid or Request for Proposal.

~~44-43.~~ Reverse Auctioning shall mean a procurement method wherein bidders are invited to bid on specified goods or nonprofessional services, but not construction or professional services, through real-time electronic bidding, with the award being made to the lowest responsive and responsible bidder. During the bidding process, bidder's prices are revealed and bidders shall have the opportunity to modify their bid prices for the duration of the time period established for bid opening.

~~45-44.~~ SAC shall mean Selection Advisory Committee.

~~46-45.~~ Services shall mean any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

~~47-46.~~ Surplus Property shall mean that property which exceeds the requirement of the entire County.

~~48-47.~~ Suspension is a type of ineligibility based upon an immediate need when there is evidence that a prospective contractor has committed any of the grounds for debarment.

**Commented [JA7]:** Administrative Change: This definition relates to prevailing wage, which is addressed through Fairfax County Code Ch. 2, Art. 3, § 1 and 2.

## FAIRFAX COUNTY PURCHASING RESOLUTION

### Article 2

#### PROCUREMENT POLICIES

---

##### Section 1. General.

- A. Unless otherwise authorized by law, all Fairfax County contracts with nongovernmental contractors for the purchase or lease of goods, or for the purchase of services, insurance, construction, or construction management, shall be awarded after competitive sealed bidding or competitive negotiation, except as otherwise provided for in this Resolution or law.
- B. Professional services shall be procured using competitive negotiation, except as otherwise provided for in this Article.
- C. Consultant services may be procured using competitive negotiation, except as otherwise provided for in the Article.
- D. Except in emergency, no order for delivery on a contract or open market order for supplies, materials, equipment, professional and consultant services or contractual services for any County department or agency shall be awarded until the Director of Finance has certified that the unencumbered balance in the appropriation concerned, in excess of all unpaid obligations, is sufficient to defray the cost of such order. If any department or agency of the County government purchases or contracts for any supplies, materials, equipment or contractual services contrary to the provisions of §15.2-1238 of the Code of Virginia or the rules and regulations made thereunder, such order or contract is void and of no effect. The head of such department or agency shall be personally liable for the costs of such orders and contracts.
- E. Notwithstanding any other provision of law in determining the award of any contract for time deposits or investment of its funds, the Director of Finance may consider, in addition to the typical criteria, the investment activities of qualifying institutions that enhance the



## FAIRFAX COUNTY PURCHASING RESOLUTION

supply of, or accessibility to, affordable housing within the jurisdiction, including the accessibility of such housing to employees of the county, town, or city or employees of the local school board. No more than fifty percent of the funds of the county, calculated on the basis of the average daily balance of the general fund during the previous fiscal year, may be deposited or invested by considering such investment activities as a factor in the award of a contract. A qualifying institution shall meet the provisions of the Virginia Security for Public Deposits Act (§2.2-4400 et seq.) and all local terms and conditions for security, liquidity and rate of return.

- F. Best value concepts may be considered when procuring goods, nonprofessional and consultant services, but not construction or professional services. The criteria, factors, and basis for consideration of best value and the process for the consideration of best value shall be as stated in the procurement solicitation.
- G. The County may enter into contracts with faith-based organizations on the same basis as any other nongovernmental source subject to the requirements of the Virginia Public Procurement Act (VPPA) §2.2-4343.1.
- H. The County may, when procuring products or services or letting contracts for construction, manufacture, maintenance, or operation of public works, or when overseeing or administering such procurement, construction, manufacture, maintenance or operation, in its bid specifications, project agreements, or other controlling documents:
  - 1. Require bidders, offerors, contractors or subcontractors to enter into or adhere to project labor agreements with one or more labor organizations, on the same or related public works projects; and
  - 2. Require bidders, offerors, contractors, subcontractors, or operators to become or remain signatories or otherwise adhere to project labor agreements with one or more labor organizations, on the same or other related public works projects.
- I. The County ~~may, by ordinance, require that, has adopted an ordinance that requires when letting contracts for public works paid for in whole or in part by funds of the County, or when overseeing or administering a public contract, its bid specifications, project agreements, or other public contracts applicable to the public works, bidders, offerors, contractors, and subcontractors shall pay wages, salaries, benefits, and other remuneration to any mechanic, laborer, or worker employed, retained, or otherwise hired to perform services in connection with the public contract at the prevailing wage rate. Each public contract of a locality that has adopted an ordinance described in this section shall contain a provision requiring that the remuneration to any individual performing the work of any mechanic, laborer, or worker on the work contracted to be done under the public contract shall be at a rate equal to the prevailing wage rate.~~ payment of the Prevailing Wage Rate on County Construction Contracts,

## FAIRFAX COUNTY PURCHASING RESOLUTION

as those terms are defined in the Fairfax County Code (Chapter 2, Article 3, Section 2-3-1 and Section 2-3-2). Each ~~contract for a County Construction Project~~ Contract, as defined in the County's Prevailing Wage Ordinance, must contain a provision requiring that the remuneration to any individual performing the work of any mechanic, laborer, or worker on the work contracted to be done under the public contract shall be at a rate equal to the prevailing wage rate.

**Commented [JA8]:** Administrative Change to reflect adoption of the County's Prevailing Wage Ordinance.

- J. In alignment with the County's One Fairfax Policy on racial and social equity and its recognition that economic inclusivity benefits all, the County Purchasing Agent will establish and expand programs consistent with all provisions of this Resolution and applicable law to facilitate the participation of small businesses, businesses owned by women, minorities, and service-disabled veterans (SWaM Businesses) in procurement transactions. SWaM businesses are those businesses as defined by the Virginia Department of Small Businesses and Supplier Diversity (SBSD) at <https://www.sbsd.virginia.gov/faqs/>. Such programs may include cooperation with the SBSBD, the United States Small Business Administration, and other public or private agencies.

To measure the success of such programs, the County Purchasing Agent will track bid and proposal submissions by SWaM Businesses as well as procurement transactions under ~~their~~ authority with SWaM businesses.

**Commented [JA9]:** Administrative Change

- K. In the solicitation or awarding of contracts, no public body shall discriminate against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the fulfillment of the contract.
- L. It is the County's policy to require that its contractors do not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

### Section 2. Methods of Procurement.

- A. Competitive Sealed Bidding.- is a method of contractor selection that includes the following elements:
1. Issuance of a written Invitation to Bid containing or incorporating by reference the specifications and contractual terms and conditions applicable to the purchase. Unless

## FAIRFAX COUNTY PURCHASING RESOLUTION

the County has provided for prequalification of bidders, the Invitation to Bid shall include a statement of any requisite qualifications of potential contractors. The Invitation to Bid may include criteria to be used in determining whether a bidder who is not prequalified by the Virginia Department of Transportation is a responsible bidder pursuant to § 2.2-4301. Such criteria may include a history of (i) completion by the bidder and any potential subcontractors of specified safety training programs established by the U.S. Department of Labor, Occupational Safety and Health Administration; (ii) participation by the bidder and any potential subcontractors in apprenticeship training programs approved by state agencies or the U.S. Department of Labor; or (iii) maintenance by the bidder and any potential subcontractor of records of compliance with applicable local, state and federal laws. When it is impractical to prepare initially a purchase description to support an award based on prices, a solicitation may be issued requesting the submission of unpriced offers to be followed by an Invitation to Bid limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation.

2. Public notice of the Invitation to Bid at least five days prior to the date set for receipt of bids by posting on the Department of General Services' central electronic procurement website, ~~including the Fairfax County Government website, other appropriate websites, or publication in a newspaper of general circulation, or both.~~ In addition, bids may be solicited directly from potential vendors.
  3. Public opening and posting of all bids received.
  4. Evaluation of bids based upon the requirements set forth in the invitation, which may include special qualifications of potential vendors, life cycle costing, value analysis, and any other criteria such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, which are helpful in determining acceptability.
  5. Award to the lowest responsive and responsible bidder. Multiple awards may be made when so specified in the Invitation to Bid.
- B. Competitive Negotiation- is a method of contractor selection that includes the following elements:
1. Issuance of a written Request for Proposal indicating in general terms that which is sought to be procured, specifying the factors which will be used in evaluating the proposal indicating whether a numerical scoring system will be used in evaluation of the proposal, and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of the contractor. A public body may include as a factor that

Commented [JA10]: Administrative Change

## FAIRFAX COUNTY PURCHASING RESOLUTION

will be used in evaluating a proposal the proposer's employment of persons with disabilities to perform the specifications of the contract. In the event that a numerical scoring system will be used in the evaluation of proposals, the point values assigned to each of the evaluation criteria shall be included in the Request for Proposal or posted at the location designated for public posting of procurement notices prior to the due date and time for receiving proposals.

2. Public notice of the Request for Proposal at least five days prior to the date set for receipt of proposals by posting on the Department of General Services' central electronic procurement website, the Fairfax County Government website, or other appropriate websites, or by publication in a newspaper of general circulation, ~~or both~~. In addition, proposals may be solicited directly from potential vendors.

### 2.3. Competitive Negotiation – Consultant Services

#### a. Selection Advisory Committee

1) When selecting a firm for consultant services where the compensation for such services is estimated to exceed \$200,000, the Director of DPMM or other Authorized Agency, or the FCPS Division Superintendent, or designee, shall appoint a Selection Advisory Committee to recommend to the Director of DPMM or other Authorized Agency, those consultant services firms that are to be retained by the County. The SAC will be composed of three or more principal staff personnel and other such individuals as determined by the Purchasing Agent and a member of the DPMM or other authorized agency. ~~Elected Officials and/or their appointed office staff may not participate as members of a Selection Advisory Committee or Technical Advisory Committee. For purposes of this section, Elected Officials does not include Constitutional Officers.~~

Commented [JA11]: Administrative Change

2) When selecting a firm for consultant services, where the compensation for such consultant services is estimated to be less than \$200,000, the Director of the funded Agency or FCPS Department Head shall appoint a Selection Advisory Committee composed of principal staff personnel to recommend to the Director of the funded Agency or FCPS Department Head those consultant services firms that are to be retained by the County or an agency of the County.

~~3) Minutes of Selection Advisory Committee deliberations and records or votes taken shall be maintained for at least three years. Minutes shall detail pertinent reasons for committee recommendations and be available for review by the general public upon request.~~

Commented [JA12]: Administrative Change

## FAIRFAX COUNTY PURCHASING RESOLUTION

b. Public Announcement

1) When consultant services are requested to be purchased, the requirement will be announced in a uniform and consistent manner. Requirements where the compensation for consultant services is estimated to be less than \$200,000 may be accomplished without public announcement.

c. Selection, Negotiation and Approval Process.

1) Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so stated in the RFP, awards may be made to more than one offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

2) All proposed contracts for consultant services, where the compensation to be paid exceeds \$200,000, after review of the SAC recommendation, shall be awarded by the Purchasing Agent for the County or an agency of the County. The Purchasing Agent or FCPS Division Superintendent will notify the Board of Supervisors and/or the School Board of such contract award prior to final execution.

3) All proposed contracts for consultant services, where the compensation to be paid is less than \$200,000, shall be approved by the Director of DPMM or Other Authorized Agency. Full and detailed explanation of the selection criteria and fee determination shall be presented with the contract by the using agency.

4) For all cost-plus-a-fixed-fee consultant services contracts, the County shall require the firm receiving the award to execute a truth-in-negotiation certification stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any consultant services contract under which such a certificate is required shall contain a provision that the original contract price and any additions shall be

## FAIRFAX COUNTY PURCHASING RESOLUTION

adjusted to exclude any significant sums where the County determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within three years following the end of the contract.

### 3.4. Competitive Negotiation – Professional Services

#### a. Selection Advisory Committee.

1) When selecting a firm for professional services where the compensation for such professional services is estimated to exceed \$80,000, the Director of DPMM or other Authorized Agency, or the FCPS Division Superintendent, or designee shall appoint a Selection Advisory Committee to recommend to the Director of DPMM or other Authorized Agency, those professional services firms that are to be retained by the County. The SAC will be composed of principal staff personnel and other such individuals as determined by the Purchasing Agent and a member of the DPMM or other authorized agency. ~~Elected Officials and/or their appointed office staff may not participate as members of a Selection Advisory Committee or Technical Advisory Committee. For purposes of this section, Elected Officials does not include Constitutional Officers.~~

Commented [JA13]: Administrative Change

2) When selecting a firm for professional services, where the compensation for such professional services is estimated to be less than \$80,000, the Director of the funded Agency or FCPS Department Head shall appoint a Selection Advisory Committee composed of principal staff personnel to recommend to the Director of the funded Agency or FCPS Department Head those professional services firms that are to be retained by the County or an agency of the County.

~~1. Minutes of Selection Advisory Committee deliberations and records of votes taken shall be maintained for at least three years. Minutes shall detail pertinent reasons for committee recommendations and be available for review by the general public upon request.~~

Commented [JA14]: Administrative Change

#### b. Public Announcement and Qualifications for Professional Services.

1) When professional services are requested to be purchased, the requirement will be announced in a uniform and consistent manner. Requirements where the compensation for such professional services is estimated to be less than \$80,000 may be accomplished without public announcement.

## FAIRFAX COUNTY PURCHASING RESOLUTION

2) For architectural or engineering services estimated to cost less than \$80,000, an annual advertisement requesting qualifications from interested architectural or engineering firms will meet the requirements of paragraph (1) above. The County shall make a finding that the firm to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record of performance, and experience of the firm.

c. Selection, Negotiation, and Approval Process

1) Selection of Professional Services: Where the cost is expected to exceed \$80,000, the County shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used by the County in addition to the review of the professional competence of the offeror. The Request for Proposal shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the County may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the County shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. DPMM or other Authorized Agency, with the aid of the Selection Advisory Committee, shall negotiate a proposed contract with the highest qualified firm for the professional services required. The firm deemed to be the most qualified will be required to disclose its fee structure during negotiation. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the

## FAIRFAX COUNTY PURCHASING RESOLUTION

others under consideration, a contract may be negotiated and awarded to that offeror. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, the County may award contracts to more than one offeror.

2) Except for construction projects and related architectural, engineering, and consultant services, all proposed contracts for professional services, where the compensation to be paid exceeds \$200,000, after review of the SAC recommendation a contract shall be awarded by the Purchasing Agent for those professional services to be retained by the County or an agency of the County. The Purchasing Agent or FCPS Division Superintendent will notify the Board of Supervisors and/or the School Board prior to final contract execution.

3) All proposed contracts for professional services, where the compensation to be paid is less than \$200,000, shall be approved by the Director of DPMM or Other Authorized Agency. Full and detailed explanation of the selection criteria and fee determination shall be presented with the contract by the using agency.

4) For all cost-plus-a-fixed-fee professional services contracts, the County shall require the firm receiving the award to execute a truth-in-negotiation certification stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional services contract under which such a certificate is required shall contain a provision that the original contract price and any addition thereto shall be adjusted to exclude any significant sums where the County determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within three years following the end of the contract.

5) Multiphase professional services contracts satisfactory and advantageous to the County for environmental, location, design and inspection work regarding construction of infrastructure projects may be negotiated and awarded based on qualifications at a fair and reasonable price for the first phase only, when completion of the earlier phases is necessary to provide information critical to the negotiation of a fair and reasonable price for succeeding phases. Prior to the procurement of any such contract, the County shall state the anticipated intended total scope of the project and determine in writing that the nature of the work is such that the best interests of the County require awarding the contract.



## FAIRFAX COUNTY PURCHASING RESOLUTION

6) A contract for architectural or professional engineering services relating to construction projects may be negotiated by the County for multiple projects in accordance with the Virginia Public Procurement Act (VPPA) §2.2-4303.1.

### 4.5. Competitive Negotiation – Non-Professional Services

#### a. Selection Advisory Committee

1) When selecting a firm for non-professional services where the compensation is estimated to exceed \$200,000, the Director of DPMM or other Authorized Agency, or the FCPS Division Superintendent, or designee shall appoint a Selection Advisory Committee to recommend to the Director of DPMM or other Authorized Agency, those non-professional services firms that are to be retained by the County. The SAC will be composed of principal staff personnel and other such individuals as determined by the Purchasing Agent and a member of the DPMM or other authorized agency. Elected Officials and/or their appointed office staff may not participate as members of a Selection Advisory Committee or Technical Advisory Committee. For purposes of this section, Elected Officials does not include Constitutional Officers.

Commented [JA15]: Administrative Change

~~1)2)~~ When selecting a firm for non-professional services, where the compensation is estimated to be less than \$200,000, the Director of the funded Agency or FCPS Department Head shall appoint a Selection Advisory Committee composed of principal staff personnel to recommend to the Director of the funded Agency or FCPS Department Head those non-professional services firms that are to be retained by the County or an agency of the County.

#### b. Public Announcement

1) When non-professional services are requested to be purchased, the requirement will be announced in a uniform and consistent manner. Requirements where the compensation for non-professional services is estimated to be less than \$200,000 may be accomplished without public announcement.

#### c. Selection, Negotiation and Approval Process.

1) Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the

## FAIRFAX COUNTY PURCHASING RESOLUTION

Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so stated in the RFP, awards may be made to more than one offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

2) All proposed contracts for non-professional services shall be approved by the Director of DPMM or Other Authorized Agency. Full and detailed explanation of the selection criteria and fee determination shall be presented with the contract by the using agency.

- C. Cooperative: The County or any entity identified in Article 1, Section 3 may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, the District of Columbia, the Metropolitan Washington Council of Governments, the National Association of Counties, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for architectural and engineering services, a public body may purchase from another public body's contract or from the contract of the Metropolitan Washington Council of Governments or the Virginia Sheriff's Association even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

Except for contracts for architectural and engineering services, as authorized by the United States Congress and consistent with applicable federal regulations, and provided the terms of the contract permit such purchases, any county, city, town, or school board may purchase from a U.S. General Services Administration contract or a contract awarded by any other agency of the U.S. government.

- D. Emergency.- In case of an emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practical under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the appropriate contract or purchase order file. In addition, a notice shall be posted on

## FAIRFAX COUNTY PURCHASING RESOLUTION

the Department of General Services' central electronic procurement website, the Fairfax County Government website, or other appropriate websites, or in a newspaper of general circulation ~~+~~ for contracts in excess of \$200,000.

Commented [AJ16]: Administrative Change

1. If an emergency occurs during regular County business hours, the head of the using agency shall immediately notify the County Purchasing Agent who shall either purchase the required goods or services or authorize the agency head to do so.
2. If an emergency occurs at times other than regular County business hours, the using agency head may purchase the required goods or services directly. The agency head shall, however, when practical, secure competitive oral or written bids and order delivery to be made by the lowest responsive and responsible bidder. The agency head shall also, not later than the next regular County business day, submit to the County Purchasing Agent a requisition, a tabulation of the bids received, if any, a copy of the delivery record and a brief explanation of the circumstances of the emergency.
3. The County Purchasing Agent shall maintain a record of all emergency purchases supporting the particular basis upon which the emergency purchase was made. Such records shall be available for public inspection during regular County business hours in the office of the County Purchasing Agent.

~~E. Informal Procurement. Any Fairfax County contract when the estimated cost is less than \$200,000 in value, shall be deemed a~~An informal procurement ~~is~~and not be subject to the rules governing competitive sealed bidding or competitive negotiation. ~~Pursuant to Article 1, Section 4, the Purchasing Agent will adopt written procedures for informal procurements that will provide for competition wherever practicable. Informal procurements are subject to Article 2, Section 5 of this Resolution. No informal procurement procedures will waive compliance with the Uniform State Building Code.~~

Commented [AJ17]: Administrative Change

1. ~~Goods and Services and Non-Transportation Related Construction: If the estimated contract value is \$200,000 or less, an informal procurement may be used for (i) goods and services, other than professional services; and (ii) non-transportation-related construction. For purposes of this section, the contract value of non-transportation related construction is the aggregate or the sum of all phases of the contract.~~
2. ~~Transportation-Related Construction: Informal procurement may be used for transportation-related construction contracts if the estimated contract value is \$25,000 or less. For purposes of this section, the contract value for transportation-related construction includes the aggregate or sum of all phases of the contract.~~

## FAIRFAX COUNTY PURCHASING RESOLUTION

~~3. Professional Services: An informal procurement may be used for single or term contracts for professional services if the estimated contract value is \$80,000 or less. For purposes of this section, the contract value for professional services includes the aggregate or sum of all phases of the contract.~~

~~for goods and services, other than professional services and non transportation related construction, if the aggregate or the sum of all phases is not expected to exceed \$200,000; and transportation related construction, if the aggregate or sum of all phases is not expected to exceed \$25,000. However, such purchase procedures shall provide for competition wherever practicable.~~

~~Such purchase procedures may allow for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$80,000. Where informal purchase procedures are adopted for construction, the procedures shall not waive compliance with the Uniform State Building Code.~~

~~The Purchasing Agent may adopt procedures that establish informal purchase procedures. The rules and regulations adopted pursuant to Section 5 of Article 2 of this Resolution shall prescribe in detail the procedures to be observed in giving notice to prospective bidders, in tabulating and recording bids, in opening bids, in making purchases from the lowest responsive and responsible bidder, and in maintaining records of all informal procurements for public inspection.~~

~~E. Public Private Education Facilities and Infrastructure. The "Public Private Education Facilities and Infrastructure Act of 2002 (PPEA)" provides public entities an option for either approving an unsolicited proposal from a private entity or soliciting request for proposals or invitation for bids from private entities. Such projects are exempt from the Virginia Public Procurement Act. The County has developed procedures that are consistent with the principles of the PPEA and adopted by the Board of Supervisors.~~

F. ~~G. Reverse Auctioning.~~ The purchase of goods, consultant or nonprofessional services, but not construction or professional services, may be made by reverse auctioning. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates shall not be made by reverse auctioning.

G. ~~H. Small Purchase.~~ Any purchase or lease of goods, professional, consultant, or nonprofessional services, or for the purchase of insurance, construction, or construction management, when the estimated cost is less than \$10,000, shall be deemed a small purchase and shall not be subject to the rules governing the competitive bidding process.

H. ~~I. Sole Source.~~ Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. A written record

**Commented [JA18]:** Administrative Change: Moved to Section 4 to reflect PPEA transactions are Exempt from the Purchasing Resolution under § 56-575.16.

## FAIRFAX COUNTY PURCHASING RESOLUTION

documenting the basis for this determination shall be included in the appropriate contract file or other records of the procurement. In addition, a notice shall be posted on the Department of General Services' central electronic procurement website, the Fairfax County Government website, or other appropriate websites, or in a newspaper of general circulation for contracts in excess of \$200,000.

- I. ~~1. Auction.~~ - Upon a determination in writing by the County Purchasing Agent that the purchase of goods, products, or commodities from a public auction sale is in the best interests of the County, such items may be purchased at the auction, including online public auctions. The writing shall document the basis for this determination. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates shall not be made by online public auctions.

### Section 3. Exceptions to the Requirement for Competitive Procurement.

- A. **Instructional Materials and Office Supplies:** Instructional materials and office supplies which are not stocked or purchased by the Fairfax County School Board pursuant to an existing County contract may be purchased by school principals designated by the School Board. Such purchases shall be conducted in accordance with rules and regulations adopted by the School Board pursuant to §22.1-122.1 of the Code of Virginia. With the exception of textbooks and instructional computer software that have been approved by the State Board of Education and the Fairfax County School Board, no single purchase may exceed the small purchase dollar level (as set forth in Article 2, Section 2. H.). The rules and regulations adopted by the School Board shall prescribe in detail the procedures to be observed in making purchases of instructional materials, establishing accounts for purchases, accounting for the receipt and disbursement of funds, and maintaining records of all transactions. The purchases authorized herein shall be made using funds from accounts established by the School Board solely for such purchases.
- B. **Insurance / Electric Utility Services:** As provided in the Code of Virginia, subdivision 13 of § 2.2-4345, the County may enter into contracts without competitive sealed bidding or competitive negotiation for insurance or electric utility services if purchased through an association of which it is a member if the association was formed and is maintained for the purpose of promoting the interest and welfare of and developing close relationships with similar public bodies, provided such association has procured the insurance or electric utility services by use of competitive principles and provided that the public body has made a determination in advance after reasonable notice to the public and set in writing that competitive sealed bidding and competitive negotiation are not fiscally advantageous to the public. The writing shall document the basis for this determination.

## FAIRFAX COUNTY PURCHASING RESOLUTION

- C. Insurance: As provided in § 2.2-4303(C), upon a written determination made in advance by the County Purchasing Agent that competitive negotiation is either not practicable or not fiscally advantageous, insurance may be procured through a licensed agent or broker selected in the manner provided for the procurement of things other than professional services in §2.2-4302.2(A)(3) of the Virginia Public Procurement Act.
- D. Legal Services: The County (or any public body that has adopted this Resolution) may enter into contracts without competition for (1) the purchase of legal services; and (2) expert witnesses or other services associated with litigation or regulatory proceedings. Any contract for Legal Services may be entered into upon terms established by the County Attorney.
- E. Public Assistance Programs: The County may procure goods or personal services without competition for direct use by a recipient of County administered public assistance or social services programs as defined by § 63.2-100 of the Code of Virginia, or community services board as defined in §37.2-100, or any public body purchasing services under the Children's Services Act for At-Risk Youth and Families (§2.2-5200 et seq.) or the Virginia Juvenile Community Crime Control Act (§16.1-309.2 et seq.) provided such good or personal service is delivered by a vendor upon specific instructions from the appropriate employee of the County. Contracts for the bulk procurement of goods and services for use of recipients shall not be exempted from the requirements of competitive procurement.
- F. Workshops or Employment Services Organizations: The County Purchasing Agent may enter into contracts without competition for the purchase of goods or services which are produced or performed by persons or in schools or workshops under the supervision of the Virginia Department for the Blind and Visually Impaired; or which are produced or performed by employment services organizations which offer transitional or supported employment services serving individuals with disabilities.
- G. Other Special Exemptions: Procurement for single or term contracts for goods and services not expected to exceed \$200,000 as identified by the Purchasing Agent.
- H. Ballots and Elections Materials: The provisions of Articles 1, 2, and 5 of the Purchasing Resolution shall not apply to contracts for equipment, software, services, the printing of ballots or statements of results, or other materials essential to the conduct of the election, except as stated in §24.2-602. The provisions of Fairfax County Purchasing Resolution, Article 6, shall apply to such contracts.

### Section 4. Exemptions from the Purchasing Resolution.

## FAIRFAX COUNTY PURCHASING RESOLUTION

- A. Retirement Board Investments, Actuarial Services, ~~Disability Determination Services:~~ The selection of services related to the management, purchase, or sale of investments authorized by Virginia Code Ann. §51.1-803, including but not limited to actuarial services, shall be governed by the standard of care set forth in Virginia Code Ann. § 51.1-803(A) and shall not be subject to the provisions of the Purchasing Resolution or the VPPA.
- B. Conference Planning: Acquisition of the use of meeting rooms and lodging rooms in hotels or motels is considered to be short term rentals of portions of real property -real estate transactions. So long as the procurement involves only the use of the facilities, the competitive requirements of the Fairfax County Purchasing Resolution do not apply. However, if the procurement includes the provision of catered meals, audio visual equipment, or other related services, and the value of these other included services exceeds the \$10,000 level for which competition is required, the entire procurement, including the use of the space, shall be procured competitively as a package based on its anticipated value.
- C. Virginia Grown Food Products: Neither the VPPA or the Purchasing Resolution applies to the purchase of Virginia-grown food products for use by a public body where the annual cost of the product is not expected to exceed \$100,000, provided that the procurement is accomplished by (i) obtaining written solicitation of a minimum of three bidders or offerors if practicable and (ii) including a written statement regarding the basis for awarding the contract.
- D. Finance Board Investments: Pursuant to Virginia Code Ann. § 15.2-1548, the selection of services related to the management, purchase, or sale of authorized investments, including but not limited to actuarial services, of the local finance board shall not be subject to the provisions of the Virginia Public Procurement Act.
- E. Multidivision Online Providers: Pursuant to Virginia Code Ann. §22.2-212.24, the Fairfax County Public Schools may enter into contracts, consistent with the criteria approved by the FCPS Board, with approved private or nonprofit organizations to provide multidivision online courses and virtual school programs. Such contracts shall be exempt from the Virginia Public Procurement Act.
- F. ~~Subaward Agreements:~~ Subaward Agreements entered into pursuant to the principles set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200 *et seq.*) are not subject to the Purchasing Resolution. Subaward Agreements and associated documents may, however, be executed by the Purchasing Agent.
- G. Public Private Education Facilities and Infrastructure.- The "Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA)" (Virginia Code § 56-575 et seq.) provides public

Commented [JA19]: Administrative Change

## FAIRFAX COUNTY PURCHASING RESOLUTION

entities an option for either approving an unsolicited proposal from a private entity or soliciting request for proposals or invitation for bids from private entities. Such projects are exempt from the Virginia Public Procurement Act. The County has developed procedures that are consistent with the principles of the PPEA and adopted by the Board of Supervisors.

**Commented [JA20]:** Administrative Change: Moved from Section 2 to reflect PPEA transactions are Exempt from the Purchasing Resolution under § 56-575.16.

### Section 5. General Purchasing Provisions.

#### A. Competitive Solicitation Process.

1. The County Purchasing Agent shall solicit bids from all responsible prospective vendors who have registered their firm to be included on the Commonwealth of Virginia's "eVA" central vendor registration system for all solicitations using the competitive sealed bidding and competitive negotiation methods of procurement. Other potential vendors may be solicited at the discretion of the County Purchasing Agent.
2. The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or informal procurement methods of procurement. In submitting a bid or proposal each bidder shall, by virtue of submitting a bid, guarantee that the bidder has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bid of such bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor shall render the entire proceedings void and shall require re-advertising for bids.
3. All solicitations shall include the following provisions:
  - a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of their knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure



## FAIRFAX COUNTY PURCHASING RESOLUTION

to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph a. has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
4. Unless otherwise provided in the Invitation to Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named: it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.
5. Prospective contractors may be prequalified for particular types of supplies, services, insurance, or construction, and consideration of bids or proposals limited to prequalified contractors. Any prequalification procedures shall be established in writing and sufficiently in advance of their implementation to allow potential contractors a fair opportunity to complete the process.
6. Prospective contractors may be debarred from contracting for particular types of goods, services, insurance, or construction, for specified periods of time. The debarment procedures are set forth under Article 5, Section 1.
7. The County shall establish procedures whereby comments concerning specifications or other provisions in Invitations to Bid or Requests for Proposal can be received and considered prior to the time set for receipt of bids or proposals or award of the contract.
8. Withdrawal of bids by a bidder.
  - a. A bidder for a contract other than for public construction may request withdrawal of their bid under the following circumstances:
    - 1) Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.

## FAIRFAX COUNTY PURCHASING RESOLUTION

- 2) Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
- 3) No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- 4) If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
- 5) No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- 6) If the County denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
- 7) Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of Article 2, Section 5, Paragraph CB.

Commented [JA21]: Administrative Change

### B. Contract Award Process:-

1. The County Purchasing Agent shall have the authority to waive informalities in bids, reject all bids, parts of all bids, or all bids for any one or more good or service included in a solicitation when in their judgment the public interest is best served. If all bids are for the same total amount or unit price (including authorized discounts and delivery times) and if the public interest will not permit the delay of re-advertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie

## FAIRFAX COUNTY PURCHASING RESOLUTION

bidder whose firm has its principal place of business in the County, or if none, to the resident Virginia tie bidder, or if none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services.

2. When in the course of procuring goods, if the County receives two or more bids for products that are Energy Star certified, meet FEMP-designated efficiency requirements, appear on FEMP's Low Standby Power Product List, or are WaterSense certified, the County may only select among those bids unless, before selecting a different bid, the Purchasing Agent provides a written statement that demonstrates the bid price(s) of such products are unreasonable.
3. The County Purchasing Agent shall be responsible for determining the responsibility of a bidder. In determining responsibility, the following criteria will be considered:
  - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
  - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  - c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - d. The quality of performance of previous contracts or services;
  - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
  - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - g. The quality, availability and adaptability of the goods or services to the particular use required;
  - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

## FAIRFAX COUNTY PURCHASING RESOLUTION

- i. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent;
  - j. Whether the bidder who is not prequalified by the Virginia Department of Transportation has complied with criteria set forth in the solicitation regarding safety training programs, apprenticeship, and compliance records; and
  - k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.
4. Pursuant to Virginia Code §15.2-1237, all contracts shall be approved as to form by the County Attorney or other qualified attorney and a copy of each long-term contract shall be filed with the Chief Financial Officer of the County.
  5. Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the responsive bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the apparent low bidder to obtain a contract price within available funds; however, such negotiations may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the Invitation to Bid.
  6. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the Purchasing Agent. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- C. Disclosure of Information.-

Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

## FAIRFAX COUNTY PURCHASING RESOLUTION

1. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
2. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in 3. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
3. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to Article 2, Section 5.E shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices.
4. Nothing contained in this section shall be construed to require the County, when procuring by competitive negotiation, to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

### D. Bonds

1. The County may, at the discretion of the County Purchasing Agent, require bid, payment or performance bonds for contracts for goods or services if provided in the Invitation to Bid or Request for Proposal.

No forfeiture under a bid bond shall exceed the lesser of:

- a. the difference between the bid for which the bond was written and the next low bid, or

## FAIRFAX COUNTY PURCHASING RESOLUTION

- b. the face amount of the bid bond.
2. Action on performance bond - No action against the surety on a performance bond shall be brought unless within one year after (1) completion of the contract, including the expiration of all warranties and guarantees or (2) discovery of the defect or breach of warranty, if the action be for such, in all other cases.
3. Actions on payment bonds:
- a. Subject to the provisions of subsection (b) hereof, any claimant who has performed labor or furnished material in accordance with the contract documents in the prosecution of the work provided in any contract for which a payment bond has been given, and who has not been paid in full therefore before the expiration of ninety days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on such payment bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The obligee named in the bond need not be named a party to such action.
  - b. Any claimant who has a direct contractual relationship with any subcontractor but who has no contractual relationship, express or implied, with the contractor, may bring an action on the contractor's payment bond only if he has given written notice to the contractor within 180 days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished. Notice to the contractor shall be served by registered or certified mail, postage prepaid, in an envelope addressed to such contractor at any place where their office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished, shall not be subject to the time limitations stated in this subsection.
  - c. Any action on a payment bond must be brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.
  - d. Any waiver of the right to sue on the payment bond required by this section shall be void unless it is in writing, signed by the person whose right is waived, and

## FAIRFAX COUNTY PURCHASING RESOLUTION

executed after such person has performed labor or furnished material in accordance with the contract documents.

4. Alternative forms of security:
  - a. In lieu of a bid, payment or performance bond a bidder may furnish a certified check, cashier's check or cash escrow in the face amount required for the bond.
  - b. If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the County equivalent to a corporate surety's bond.

E. Prequalification –

1. Any prequalification of prospective contractor by the County shall be pursuant to a prequalification process.
  - a. At least thirty days prior to the date established for submission of bids or proposals under the procurement of the contract for which the prequalification applies, the County shall advise in writing, each contractor who submitted an application whether that contractor has been prequalified. In the event that a contractor is denied prequalification, the written notification to the contractor shall state the reasons for the denial of prequalification and the factual basis of such reasons.
  - b. A decision by the County denying prequalification under the provisions of this subsection shall be final and conclusive unless the prospective contractor appeals the decision in writing within ten (10) days after receipt of the notice by instituting legal action as provided in the Code of Virginia. The prospective contractor may not institute legal action until all statutory requirements have been met. If, upon appeal, it is determined that the action taken was arbitrary or capricious, or not in accordance with the Fairfax County Purchasing Resolution, the sole relief shall be restoration of eligibility.
2. The County may deny prequalification to any contractor only if the County finds one of the following:
  - a. The contractor does not have sufficient financial ability to perform the contract that would result from such procurement. If a bond is required to ensure

## FAIRFAX COUNTY PURCHASING RESOLUTION

performance of a contract, evidence that the contractor can acquire a surety bond from a corporation included on the United States Treasury list of acceptable surety corporations in the amount and type required by the County shall be sufficient to establish the financial ability of the contractor to perform the contract resulting from such procurement;

- b. The contractor does not have appropriate experience to perform the project in question;
- c. The contractor or any officer, director or owner thereof has had judgments entered against him within the past ten years for the breach of contracts;
- d. The contractor has been in substantial noncompliance with the terms and conditions of prior contracts with the County without good cause. If the County has not contracted with a contractor in any prior contracts, the County may deny prequalification if the contractor has been in substantial noncompliance with the terms and conditions of comparable contracts with another public body without good cause. The County may not utilize this provision to deny prequalification unless the facts underlying such substantial noncompliance were documented in writing in the prior file and such information relating thereto given to the contractor at that time, with the opportunity to respond;
- e. The contractor or any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental contracting, including, but not limited to, violation of Article 6 of the Virginia Public Procurement Act (§2.2-4367 et seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et seq.), Chapter 42 (§59.1-68.6 et seq.) of Title 59, or any substantially similar law of the United States or another state;
- f. The contractor or any officer, director or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government; and
- g. The contractor failed to provide to the County in a timely manner any information requested by the County relevant to subdivisions (a) through (f) of this subsection.

### Section 6. Compliance with Conditions on Federal Grants or Contract.



## FAIRFAX COUNTY PURCHASING RESOLUTION

Where a procurement transaction involves the expenditure of federal assistance or contract funds, the receipt of which is conditioned upon compliance with mandatory requirements in federal laws or regulations not in conformance with the policy of full and open competition, the County Purchasing Agent may comply with the federal requirements only upon written determination by the County Executive and/or Board of Supervisors that acceptance of the grant or contract funds under the applicable conditions is in the public interest. Such determination shall state the specific provisions of this section in conflict with the conditions of the grant or contract.

### Section 7. HIPAA Compliance.

The County is a "covered entity" as defined in 45 Code of Federal Regulations Section 160.103 by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The County has elected to designate itself as a Hybrid Covered Entity. In particular, the County performs HIPAA covered functions when it provides services as a health care provider transmitting health care information in an electronic format in connection with a transaction for which there has been a standard established in accordance with Subparts 160 and 162. A contractor may be designated a business associate pursuant to 45 CFR part 164.504(e) and 164.308 (b) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board; the Health Department; Fire and Rescue Department - Emergency Medical Services Division; and the Department of Human Resources, Benefits Division (health plan) upon award of contract.

Each contractor must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and, if required, the contractual provisions of the Fairfax County Business Associate agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Code of Virginia – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information. Additional information may be obtained by going to the Fairfax County Web site at: <https://www.fairfaxcounty.gov/topics/hipaa-health-insurance-portability-accountability-act>

### Section 8. Compliance with State Law; Foreign and Domestic Businesses Authorized to Transact Business in the Commonwealth.

- A. Pursuant to competitive sealed bidding or competitive negotiation, the County shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include

## FAIRFAX COUNTY PURCHASING RESOLUTION

in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

- B. Any bidder or offeror described in subsection B that fails to provide the required information may not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Purchasing Agent.
- C. Any business entity described in subsection A that enters into a contract with the County pursuant to this section shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.
- D. The County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

## FAIRFAX COUNTY PURCHASING RESOLUTION

### Article 3

#### CONTRACT TERMS AND CONDITIONS

---

##### Section 1. Authority to Bind the County.

The parties agree that only the Purchasing Agent may bind the County to contract terms or conditions. Any term or condition invoked through an "I agree" click box or other comparable mechanism (i.e. "click wrap" or "brows wrap" agreement) does not bind the County or any County authorized end user to such terms or conditions, unless agreed to in writing by or on behalf of the Purchasing Agent.

##### Section 2. Mandatory Terms and Conditions Applicable to All Contracts.

The following terms and conditions, as set forth below, are deemed included in all contracts for the purchase of goods, services, or both governed by the Purchasing Resolution. These terms and conditions will apply with the same force and effect as if set forth in the contract or ordering document.

A. Non-Discrimination: During the performance of this contract, the contractor agrees as follows:

1. The contractor 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 state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this provision.

## FAIRFAX COUNTY PURCHASING RESOLUTION

The contractor will include the provisions of paragraphs 1, 2, and 3 above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- B. Immigration Reform and Control Act Compliance: The contractor does not, and shall not, during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Immigration Reform and Control Act of 1986.
- C. Nonvisual Access: -All information technology, which is purchased or upgraded by the County, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:
1. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
  2. The technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
  3. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
  4. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.

Compliance with the nonvisual access standards set out this Section is not required if the Purchasing Agent determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

- D. Prohibition on the Use of Certain Products, ~~and Services, Applications, and Website~~. Fairfax County may not use, whether directly or through work with or on behalf of another public body, any hardware, software, or services that have been prohibited by the Commonwealth of Virginia and/or the U.S. Federal Government, including the Department of Homeland Security, for use on federal systems.
- E. Venue. Venue for any claim under a contract or arising out of an order is exclusively in the state courts of Fairfax County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division.

**Commented [JA22]:** Administrative Change: Modification to reflect amendment and reenactment of § 2.2-2009 and amendment to § 2.2-5514.1, which relate to Security of Government Information.

## FAIRFAX COUNTY PURCHASING RESOLUTION

- F. Choice of Law. Any contract or ordering document will be governed for all purposes by and construed in accordance with the laws of the Commonwealth of Virginia.
- G. Order of Precedence. If a term or condition included in a contract or ordering document (including any addendum, schedule, appendix, exhibit, or attachment) conflicts with the contract terms contained in this Article, this Article will control.
- H. ~~H.~~ Contractual Disputes. Contractual disputes must be resolved as set forth in Article 5 of the Purchasing Resolution.
- I. Electronic Signatures. Contractors agree that contracts and other associated documents may be executed using electronic signatures and delivered by electronic means. When electronic signatures are used, Contractors agree that the signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

### Section 3: Mandatory Terms Applicable to Contracts (including Amendments) in Excess of \$200,000

- A. Authorization to Transact Business in the Commonwealth. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
- B. Audit by the County. The County or its agent has reasonable access to and the right to examine any records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor shall include these same provisions in all related subcontracts. For purposes of this clause, the term "records" includes documents, and papers regardless of whether they are in written form, electronic form, or any other form. The Purchasing Agent may accept modifications to this requirement, in their discretion.
- C. Drug Free Workplace: During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) 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 contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the

## FAIRFAX COUNTY PURCHASING RESOLUTION

contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this Resolution, 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 contract. The Purchasing Agent may, in ~~their~~ ~~her~~ discretion, accept a vendor's drug free workplace policy as satisfaction of this requirement, even if the vendor's drug free workplace policy differs from the requirements stated above.

### Section 4. Prohibited Terms and Conditions.

The following terms and conditions are prohibited in any contract or ordering document executed by the County. If a contract governed by the Purchasing Resolution, including any exhibits, attachments, or other documents incorporated by reference therein, includes a prohibited term or condition then that term or condition is stricken from the contract and of no effect.

- A. No Indemnification by the County. Under applicable law the County cannot indemnify or defend the Contractor or any third party.
- B. Contracts Subject to Appropriation by Board of Supervisors. The County is not bound by any provision in a contract or ordering document that may or will cause the County, its agencies, or employees, to make or otherwise authorize an obligation in excess of the amount appropriated by the Fairfax County Board of Supervisors for such purpose. Such provisions include, for example, automatic renewal of the agreement, penalty payments by the County, indemnification by the County, and payment by the County of taxes or charges not specifically included in the prices of the goods or services.
- C. Binding Arbitration or Mediation. The County does not agree to submit to any form of binding alternative dispute resolution, including without limitation arbitration or mediation, unless specifically authorized by the Board of Supervisors.
- D. Limitation of Rights and Waiver of Remedies. The County does not agree to limit its rights or waive its remedies at law or in equity, unless specifically authorized by the Board of Supervisors.
- E. Limitation of Liability. There is no limitation on the liability of a contractor for claims for bodily injury, including death, and damage to real property or tangible personal property resulting from the negligence of a contractor or any employee of a contractor. For Information

## FAIRFAX COUNTY PURCHASING RESOLUTION

Technology contracts in excess of \$200,000 there is no limitation of liability of a contractor for the intentional or willful misconduct, fraud, or recklessness of a supplier or any employee of a supplier.

- F. Confidentiality. The County will not be bound by any confidentiality provision that is inconsistent with the requirements of the Virginia Code, including the Virginia Freedom of Information Act.
- G. Unilateral Modification. Unilateral modification of the contract or ordering document by the contractor is prohibited.

## FAIRFAX COUNTY PURCHASING RESOLUTION

### Article 4

#### CONSTRUCTION CONTRACTING

---

##### Section 1. Authority.

The procurement of architectural, engineering and related consultant services for construction projects and the contracting for construction projects are as set out in Article 1, Section 3.

##### Section 2. Rules and Regulations.

The Agencies designated in Section 1 above shall prepare and maintain detailed rules and regulations on the conduct of these contracting actions. Such rules and regulations shall be consistent with this Resolution and the laws of the Commonwealth of Virginia. Such rules and regulations shall be approved by the Purchasing Agent for County staff agencies or the administrative head of the respective public body involved.

##### Section 3. Purchasing Policies.

- A. Construction may be procured by competitive negotiation as set forth in the Code of Virginia, subsection D of §2.2-4303 for the construction of highways and any draining, dredging, excavation, grading or similar work upon real property.
- B. The Purchasing Agent may establish written purchase procedures not requiring competitive sealed bids or competition negotiation for single or term contracts for non-transportation-related construction, if the aggregate or the sum of all phases is not expected to exceed \$200,000; and transportation-related construction, if the aggregate or sum of all phases is not expected to exceed \$25,000. However, such purchase procedures shall provide for competition wherever practicable.
- C. No contract for the construction of any building or for an addition to or improvement of an existing building for which state funds of \$50,000 or more in the aggregate or for the sum of all phases of a contract or project, either by appropriation, grant-in-aid or loan, are used or are to be used for all or part of the cost of construction shall be let except after competitive bidding or competitive negotiation as provided in this Resolution and law. The procedure for the advertising for bids and letting of the contract shall conform, mutatis mutandis, to the Virginia Public Procurement Act.



## FAIRFAX COUNTY PURCHASING RESOLUTION

- D. A contract for architectural or professional engineering services relating to multiple projects may be awarded provided (i) the projects require similar experience and expertise, (ii) the nature of the projects is clearly identified in the Request for Proposal, and (iii) the contract term is limited to one year and may be renewable for three additional terms at the option of the County. Under such contract, (a) the fair and reasonable prices, as negotiated, shall be used in determining the cost of each project performed, (b) the sum of all projects performed in a contract term shall not exceed \$10 million, (c) the fee for any single project shall not exceed \$2.5 million. Any unused amounts from the first contract term shall not be carried forward to the additional term(s). Competitive negotiations for such contracts may result in awards to more than one offeror provided (1) the Request for Proposal so states and (2) the County has established procedures for distributing multiple projects among the selected contractors during the contract term.
- E. No County construction contract shall waive, release, or extinguish the rights of a contractor to recover costs or damages for unreasonable delay, in performing such contract, either on their behalf or on behalf of their subcontractor if and to the extent such delay is caused by acts or omissions of the County, its agents or employees and due to causes within their control.
1. Subsection E shall not be construed to render void any provision of a County construction contract that:
    - a. Allows the County to recover that portion of delay costs caused by the acts or omissions of the contractor, or its subcontractor, agents or employees;
    - b. Requires notice of any delay by the party claiming the delay;
    - c. Provides for liquidated damages for delay; or
    - d. Provides for arbitration or any other procedure designed to settle contract disputes.
  2. A contractor making a claim against the County for costs or damages due to the alleged delaying of the contractor in the performance of its work under any County construction contract shall be liable to the County and shall pay the County for a percentage of all costs incurred by the County in investigating, analyzing, negotiating, litigating and arbitrating the claim, which percentage shall be equal to the percentage of the contractor's total delay claim which is determined through litigation or arbitration to be false or to have no basis in law or in fact.
  3. A public body denying a contractor's claim for costs or damages due to the alleged delaying of the contractor in the performance of work under any public construction contract shall be liable to and shall pay such contractor a percentage of all costs incurred by the contractor to investigate, analyze, negotiate, litigate and arbitrate the claim. The percentage paid by the County shall be equal to the percentage of the contractor's total
-

## FAIRFAX COUNTY PURCHASING RESOLUTION

delay claim for which the County's denial is determined through litigation or arbitration to have been made in bad faith.

### Section 4. Methods of Procurement.

- A. Construction Management/Design Build Services. In addition to competitive bidding and competitive negotiations, the County may enter into a contract for construction on a fixed price or not-to-exceed price design-build or construction management basis consistent with this Resolution and law.
1. Prior to making a determination as to the use of construction management or design-build for a specific construction project, the County shall have in its employ or under contract a licensed architect or engineer with professional competence appropriate to the project who shall (i) advise the County regarding the use of construction management or design-build for that project and (ii) assist the County with the preparation of the Request for Proposal and the evaluation of such proposals.
  2. A written determination shall be made in advance by the County that competitive sealed bidding is not practicable or fiscally advantageous, and such writing shall document the basis for the determination to utilize construction management or design-build. The determination shall be included in the Request for Qualifications and be maintained in the procurement file.
  3. Procedures adopted by the County for construction management pursuant to this article shall include the following requirements:
    - a. Construction management may be utilized on projects where the project cost is expected to be less than the project cost threshold established in the procedures adopted by the Secretary of Administration for the Commonwealth using construction management contracts, provided that (i) the project is a complex project and (ii) the project procurement method is approved by the local governing body. The written approval of the governing body shall be maintained in the procurement file; public notice of the Request for Qualifications is posted on the Department's central electronic procurement website, known as eVA, at least 30 days prior to the date set for receipt of qualification proposals;
    - b. The construction management contract is entered into no later than the completion of the schematic phase of design, unless prohibited by authorization of funding restrictions;

## FAIRFAX COUNTY PURCHASING RESOLUTION

- c. Prior construction management or design-build experience or previous experience with the Department's Bureau of Capital Outlay Management shall not be required as a prerequisite for award of a contract. However, in the selection of a contractor, the County may consider the experience of each contractor on comparable projects;
    - d. Construction management contracts shall require that (i) no more than 10 percent of the construction work, as measured by the cost of the work, be performed by the construction manager with its own forces and (ii) the remaining 90 percent of the construction work, as measured by the cost of the work, be performed by subcontractors of the construction manager, which the construction manager shall procure by publicly advertised, competitive sealed bidding to the maximum extent practicable. The provisions of this subdivision shall not apply to construction management contracts involving infrastructure projects;
    - e. The procedures allow for a two-step competitive negotiation process; and
    - f. Price is a critical basis for award of the contract.
  4. Procedures adopted by the County for design-build construction projects shall include a two-step competitive negotiation process consistent with the standards established by the Division of Engineering and Buildings of the Department for state public bodies.
  5. The County shall report by no later than November 1 of each year to the Director, Department of General Services on all completed capital projects in excess of \$2 million, which report shall include at a minimum (i) the procurement method utilized; (ii) the project budget; (iii) the actual project cost; (iv) the expected timeline; (v) the actual completion time; and (vi) any post-project issues.
- C. Job order contracting; limitations. Where the method for procurement of job order construction is competitive negotiation, the following shall apply:
  1. A job order contract may be awarded by the County for multiple jobs, provided (i) the jobs require similar experience and expertise, (ii) the nature of the jobs is clearly identified in the solicitation, and (iii) the contract is limited to a term of one year or when the cumulative total project fees reach the maximum authorized in this section, whichever occurs first.
  2. Such contracts may be renewable for two additional one-year terms at the option of the County. The fair and reasonable prices as negotiated shall be used in determining the cost of each job performed, and the sum of all jobs performed in a one-year contract term shall not exceed \$ 6 million. Subject to the maximum threshold amount, no individual job order shall exceed \$500,000.

**Commented [JA23]:** Code Change: House Bill 2450, Code of Virginia §52.2-4382

## FAIRFAX COUNTY PURCHASING RESOLUTION

3. For the purposes of this section, any unused amounts from one contract term shall not be carried forward to any additional term.
4. Order splitting with the intent of keeping a job order under the maximum dollar amounts prescribed in subsection 2 is prohibited.
5. No job order contract shall be issued solely for the purpose of receiving professional architectural or engineering services that constitute the practice of architecture or the practice of engineering as those terms are defined in Article 1, Section 6. However, professional architectural or engineering services may be included on a job order where such professional services (i) are incidental and directly related to the job, (ii) do not exceed \$25,000 per job order, and (iii) do not exceed \$75,000 per contract term.
6. Job order contracting shall not be used for construction, maintenance, or asset management services for a highway, bridge, tunnel, or overpass. However, job order contracting may be used for safety improvements or traffic calming measures for individual job orders up to \$250,000, subject to the maximum annual threshold amount established in this section.

### Section 5. Prequalification, Bonds, Escrow Accounts.

Prospective contractors may be prequalified for particular types of supplies, services, insurance, or construction, and consideration of bids or proposals limited to prequalified contractors. Any prequalification procedures shall be established in writing and sufficiently in advance of their implementation to allow potential contractors a fair opportunity to complete the process.

- A. Any prequalification of prospective contractors for construction by the County shall be pursuant to a prequalification process for construction projects as outlined below.
  1. The application form used in such process shall set forth the criteria upon which the qualifications of prospective contractors will be evaluated. The application form shall request of prospective contractors only such information as is appropriate for an objective evaluation of all prospective contractors pursuant to such criteria. The form shall allow the prospective contractor seeking prequalification to request, by checking the appropriate box, that all information voluntarily submitted by the contractor pursuant to this subsection shall be considered a trade secret or proprietary information pursuant to Article 2, Section 4, Paragraph C.
  2. In all instances in which the County requires prequalification of potential contractors for construction projects, advance notice shall be given of the deadline for the submission of

## FAIRFAX COUNTY PURCHASING RESOLUTION

prequalification applications. The deadline for submission shall be sufficiently in advance of the date set for the submission of bids for such construction so as to allow the procedures set forth in this subsection to be accomplished.

3. At least thirty days prior to the date established for submission of bids or proposals under the procurement of the contract for which the prequalification applies, the County shall advise in writing, each contractor who submitted an application whether that contractor has been prequalified. In the event that a contractor is denied prequalification, the written notification to the contractor shall state the reasons for the denial of prequalification and the factual basis of such reasons.
  4. A decision by the County denying prequalification under the provisions of this subsection shall be final and conclusive unless the prospective contractor appeals the decision in writing within ten (10) days after receipt of the notice by instituting legal action as provided in the Code of Virginia. If upon appeal, it is determined that the action taken was arbitrary or capricious, or not in accordance with the Fairfax County Purchasing Resolution, the sole relief shall be restoration of eligibility.
- B. The County may deny prequalification to any contractor only if the County finds one of the following:
1. The contractor does not have sufficient financial ability to perform the contract that would result from such procurement. If a bond is required to ensure performance of a contract, evidence that the contractor can acquire a surety bond from a corporation included on the United States Treasury list of acceptable surety corporations in the amount and type required by the County shall be sufficient to establish the financial ability of the contractor to perform the contract resulting from such procurement;
  2. The contractor does not have appropriate experience to perform the construction project in question;
  3. The contractor or any officer, director or owner thereof has had judgments entered against him within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;
  4. The contractor has been in substantial noncompliance with the terms and conditions of prior construction contracts with the County without good cause. If the County has not contracted with a contractor in any prior construction contracts, the County may deny prequalification if the contractor has been in substantial noncompliance with the terms and conditions of comparable construction contracts with another public body without

## FAIRFAX COUNTY PURCHASING RESOLUTION

good cause. The County may not utilize this provision to deny prequalification unless the facts underlying such substantial noncompliance were documented in writing in the prior construction file and such information relating thereto given to the contractor at that time, with the opportunity to respond;

~~4-5.~~ The contractor or any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, violation of Article 6 of the Virginia Public Procurement Act (§2.2-4367 et seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et seq.), Chapter 42 (§59.1-68.6 et seq.) of Title 59, or any substantially similar law of the United States or another state;

~~5-6.~~ The contractor or any officer, director or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government; and

~~6-7.~~ The contractor failed to provide to the County in a timely manner any information requested by the County relevant to subdivisions (1) through (7) of this subsection.

- a. If the County has a prequalification ordinance that provides for minority participation in municipal construction contracts, that public body may also deny prequalification based on minority participation criteria, provided, however, that nothing herein shall authorize the adoption or enforcement of minority participation criteria except to the extent that such criteria, and the adoption and enforcement thereof, are in accordance with the Constitution and laws of the United States and the Commonwealth.

C. Withdrawal of bids by a bidder.

1. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw their bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw their bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an

## FAIRFAX COUNTY PURCHASING RESOLUTION

unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

2. The bidder shall give notice in writing of their claim of right to withdraw their bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. No bid shall be withdrawn when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. The lowest remaining bid shall be deemed to be the low bid. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
3. The County shall notify the bidder in writing within five business days of its decision regarding the bidder's request to withdraw its bid. If the County denies the withdrawal of a bid, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the bidder.

### D. Progress Payments.

1. In any public contract for construction which provides for progress payments in installments based upon an estimated percentage of completion, the contractor shall be paid at least ninety-five percent of the earned sum when payment is due, with not more than five percent being retained to be included in the final payment. Any subcontract for a public project which provides for similar progress payments shall be subject to the same limitations.

### E. Bonds.-

1. Except in cases of emergency, all bids or proposals for construction contracts in excess of \$500,000 shall be accompanied by a bid bond from a surety company selected by the bidder which is legally authorized to do business in Virginia, as a guarantee that if the contract is awarded to such bidder, that bidder will enter into the contract for the work mentioned in the bid. The amount of the bid bond shall not exceed five percent of the amount bid.

## FAIRFAX COUNTY PURCHASING RESOLUTION

No forfeiture under a bid bond shall exceed the lesser of:

- a. the difference between the bid for which the bond was written and the next low bid, or
- b. the face amount of the bid bond.

Nothing in this section shall preclude the County from requiring bid bonds to accompany bids or proposals for construction contracts anticipated to be less than \$500,000.

2. Performance and payment bonds:

- a. Upon the award of any public construction contract exceeding \$500,000 awarded to any prime contractor, the contractor shall furnish to the County the following bonds:
  - 1) A performance bond in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract.
  - 2) A payment bond in the sum of the contract amount, unless the contract is an indefinite delivery or quantity contract and the County has adopted an ordinance pursuant to subsection Ff. The bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in furtherance of the work provided for in the contract, and shall be conditioned upon the prompt payment for all materials furnished or labor supplied or performed in the furtherance of the work. As used in this subdivision "Labor or materials" includes public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.
- b. Each of such bonds shall be executed by one or more surety companies selected by the contractor which are legally authorized to do business in Virginia.
- c. Such bonds shall be payable to the County of Fairfax and filed with the County or a designated office or official.
- d. Nothing in this section shall preclude the County from requiring payment or performance bonds for construction contracts below \$500,000.

**Commented [JA24]:** Code Change: House Bill 1490, Code of Virginia §2.2-4337



## FAIRFAX COUNTY PURCHASING RESOLUTION

- e. Nothing in this section shall preclude such contractor from requiring each subcontractor to furnish a payment bond with surety in the sum of the full amount of the contract with such subcontractor conditioned upon the payment to all persons who have and fulfill contracts which are directly with the subcontractor for performing labor and furnishing materials in the prosecution of the work provided for in the subcontract.
- e-f. For indefinite delivery or quantity contracts awarded pursuant to subsection a, the County may, by ordinance allow the contractor awarded such contract to furnish to the County a performance bond and a payment bond, each of which shall be equal to the dollar amount of the individual tasks identified in the underlying contract. Such contractor shall not be required to pay the performance bond and payment bond in the sum of the contract amount if the County has adopted such an ordinance pursuant to this subsection. For purposes of this section, "indefinite delivery or quantity contract" means a contract that only requires performance of contractual obligations upon the request of the County and which establishes an annual cap for the total work that may be authorized for such contract.
3. Action on performance bond - No action against the surety on a performance bond shall be brought unless within one year after (1) completion of the contract, including the expiration of all warranties and guarantees or (2) discovery of the defect or breach of warranty, if the action be for such, in all other cases.
4. Actions on payment bonds:
- a. Subject to the provisions of subsection (b) hereof, any claimant who has performed labor or furnished material in accordance with the contract documents in the prosecution of the work provided in any contract for which a payment bond has been given, and who has not been paid in full therefore before the expiration of ninety days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on such payment bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The obligee named in the bond need not be named a party to such action.
- b. Any claimant who has a direct contractual relationship with any subcontractor but who has no contractual relationship, express or implied, with the contractor, may bring an action on the contractor's payment bond only if he has given written notice to the contractor within 180 days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims

**Commented [JA25]:** Code Change: House Bill 1490, Code of Virginia §2.2-4337

## FAIRFAX COUNTY PURCHASING RESOLUTION

payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished. Notice to the contractor shall be served by registered or certified mail, postage prepaid, in an envelope addressed to such contractor at any place where their office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished, shall not be subject to the time limitations stated in this subsection.

~~b-c.~~ Any action on a payment bond must be brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.

~~e.~~ Any waiver of the right to sue on the payment bond required by this section shall be void unless it is in writing, signed by the person whose right is waived, and executed after such person has performed labor or furnished material in accordance with the contract documents.

d.

### 5. Alternative forms of security:

- a. In lieu of a bid, payment or performance bond a bidder may furnish a certified check, cashier's check or cash escrow in the face amount required for the bond.
- b. If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the County equivalent to a corporate surety's bond.

### F. Escrow Accounts.-

1. The County, when contracting directly with contractors for public contracts of \$200,000 or more for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations, where portions of the contract price are to be retained, shall include an option in the bid or proposal for the contractor to use an Escrow account procedure for utilization of the County's retainage funds by so indicating in the space provided in the bid or proposal documents and executing the Escrow Agreement form provided by the County. In the event the contractor elects to use the Escrow account procedure, the Escrow

## FAIRFAX COUNTY PURCHASING RESOLUTION

Agreement form shall be executed and submitted to the County within fifteen days after receipt of notification of contract award by the contractor.

2. The executed Escrow Agreement Form shall be submitted to the Office designated in the bid or proposal documents. If the Escrow Agreement Form is not submitted to the designated office within the fifteen day period, the contractor shall forfeit their rights to the use of the Escrow account procedure.
3. The Purchasing Agent shall promulgate escrow regulations. In order to have retained funds paid to an escrow agent, the contractor, the escrow agent and the surety shall execute the Escrow Agreement form. The contractor's escrow agent shall be a trust company, bank or savings institution with its principal office located in the Commonwealth and shall satisfy escrow agent qualifications promulgated by the Purchasing Agent.
4. This subsection F. shall not apply to public contracts for construction for railroads, public transit systems, runways, dams, foundations, installation or maintenance of power systems for the generation and primary and secondary distribution of electric current ahead of the customer's meter, the installation or maintenance of telephone, telegraph or signal systems for public utilities and the construction or maintenance of solid waste or recycling facilities and treatment plants.
5. Any such public contract for construction with the County which includes payment of interest on retained funds, may include a provision whereby the contractor, exclusive of reasonable circumstances beyond the control of the contractor stated in the contract, shall pay a specified penalty for each day exceeding the completion date stated in the contract.
6. Any subcontract for such public project that provides for similar progress payments shall be subject to the provisions of this section.

This subsection F. shall apply to contracts as provided in the Code of Virginia, §2.2-4334.

**FAIRFAX COUNTY PURCHASING RESOLUTION**

**Article 5**

**BIDDER/CONTRACTOR REMEDIES**

Section 1. Ineligibility.

- A. Debarment as used in this section means any action taken by the County Purchasing Agent to exclude individuals or entities from contracting with County agencies or organizations for particular types of ~~goods-supplies, services, insurance, or construction~~ for a specified period of time. A prospective contractor may be suspended from participating in County procurements if there is evidence that the prospective contractor has committed an act that would be the basis of a debarment and immediate action is needed to protect the County's interests. Debarment or suspension do not relieve the contractor of responsibility for its existing obligations.
  
- B. The County Purchasing Agent shall have the authority to suspend or debar a prospective contractor from contracting for particular types of supplies, services, insurance ~~or~~ construction, for specified periods of time for the causes stated below:
  - 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  - 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
  - 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
  - 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
    - a. failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

Commented [JA26]: Administrative Change

## FAIRFAX COUNTY PURCHASING RESOLUTION

- b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
- 5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
- 6. The contractor has abandoned performance, been terminated for default on a Fairfax County project, or has taken any actions that inure to the detriment of Fairfax County or a Fairfax County project;
- 7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- C. Ineligibility Period. Debarment shall be for a period of ninety (90) days to three (3) years, at the discretion of the County Purchasing Agent. The period of suspension shall not exceed one year. A debarment or suspension may be lifted or stayed at any time if the County Purchasing Agent determines that doing so is in the best interests of the County.
- D. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
  - 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
  - 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- E. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

## FAIRFAX COUNTY PURCHASING RESOLUTION

### Section 2. Appeal of Denial of Withdrawal of Bid.

- A. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- B. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 5A, paragraph 8, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- C. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

### Section 3. Appeal of Determination of Non-responsibility.

- A. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- B. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

### Section 4. Protest of Award or Decision to Award.

- A. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County

## FAIRFAX COUNTY PURCHASING RESOLUTION

of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 5.D, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 5.D, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia. Nothing in this section shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation for Bid or Request for Proposal.

- B. If, prior to award, it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- C. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- D. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

## FAIRFAX COUNTY PURCHASING RESOLUTION

### Section 5. Contractual Disputes.

- A. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce their decision to writing and mail or otherwise forward a copy to the contractor within ninety (90) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the County Purchasing Agent's decision on the claim, unless the County Purchasing Agent fails to render such decision within the time specified.
- B. The Contractor's contractual claims, whether for money or other relief, must be submitted to the County Purchasing Agent in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given to the County Purchasing Agent at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

### Section 6. Legal Action.

- A. In addition to the requirements of Section 5, any bidder, offeror, potential bidder or offeror, or contractor that seeks monetary relief or damages from the County must submit its claim to the Board of Supervisors in compliance with Virginia Code §§ 15.2-1243 through 1249. The requirement to submit a claim for monetary relief or damages to the Board of Supervisors does not alter, toll, extend, or otherwise vary the Contractor's obligation to appeal the Purchasing Agent's decision within six (6) months of the date of Purchasing Agent's final written decision by instituting legal action, as described in Section 5.
- B. No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.



## FAIRFAX COUNTY PURCHASING RESOLUTION

### Article 6

#### ETHICS IN COUNTY CONTRACTING

---

##### Section 1. General.

- A. The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.), and Articles 2 (§ 18.2-438 et seq.) and 3 (§ 18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.
- B. No County employee having official responsibility for a procurement transaction (except as may be specifically allowed by subdivisions of B1, B2, and B3 of § 2.2-3112) shall participate in that transaction on behalf of the County when the employee knows that:
1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or,
  2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or,
  3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or,
  4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment with a bidder, offeror or contractor.

##### Section 2. Solicitation or Acceptance of Gifts.

No County employee having official responsibility for a procurement transaction shall solicit, demand, accept or agree to accept from a bidder, offeror, contractor or subcontractor any

## FAIRFAX COUNTY PURCHASING RESOLUTION

payment, loan, subscription, advance, deposit of money, services personal use rebates or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The County may recover the value of anything conveyed in violation of this section. No employee shall use rebates provided by any vendor for personal use. All monetary rebates received as the result of a procurement transaction are for the sole use of the County.

### Section 3. Disclosure of Subsequent Employment.

No County employee or former County employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the County employee or former County employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the County unless the County employee, or former County employee, provides written notification to the County prior to commencement of employment by that bidder, offeror or contractor.

### Section 4. Gifts.

No bidder, offeror, contractor or subcontractor shall confer upon any County employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

### Section 5. Kickbacks.

- A. No contractor or subcontractor shall demand or receive from any of their suppliers or their subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything present or promised, unless consideration of substantially equal or greater value is exchanged.
- B. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
- C. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a County contract.
- D. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the public body and will be

## FAIRFAX COUNTY PURCHASING RESOLUTION

recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

- E. No person who, for compensation, prepares an invitation to bid or request for proposal for or on behalf of the County shall (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement which is not available to the public. However, the County may permit such person to submit a bid or proposal for that procurement or any portion thereof if the County determines that the exclusion of such person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the County.

### Section 6. Purchase of Building Materials, etc., from Architect or Engineer Prohibited.

- A. No building materials, supplies or equipment for any building or structure constructed by or for the County shall be sold by or purchased from any person employed as an independent contractor by the County to furnish architectural or engineering services, but not construction, for such building or structure; or from any partnership, association or corporation in which such architect or engineer has a personal interest as defined in §2.2-3101 of the Code of Virginia.
- B. No building materials, supplies, or equipment for any building or structure constructed by or for the County shall be sold by or purchased from any person who has provided or is currently providing design services specifying a sole source for such materials, supplies, or equipment to be used in such building or structure to the independent contractor employed by the County to furnish architectural or engineering services in which such person has a personal interest as defined in §2.2-3101 of the Code of Virginia.
- C. The provisions of this Section shall not apply in the case of emergency.

### Section 7. Certification of Compliance; Penalty for False Statements.

- A. The County may require County employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this section.
- B. Any County employee required to submit a certification as provided in subsection a. of this section who knowingly makes a false statement in such certification shall be punished as provided in §2.2-4377 of the Code of Virginia.

## FAIRFAX COUNTY PURCHASING RESOLUTION

### Section 8. Misrepresentations.

No County employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry.

### Section 9. Penalty for Violation.

The penalty for violations of any of the provisions under Article 6 of this Resolution is provided in the Code of Virginia, §2.2-4377.

### Section 10. Personal Conflicts of Interest

It is County policy to require contractors to:

- A. Identify and prevent personal conflicts of interest of their employees who perform an acquisition function closely associated with inherently governmental functions; and
- A.B. Prohibit employees who have access to non-public County information from using such information for personal gain.

Failure to comply may result in suspension or debarment or termination for cause. The Purchasing Agent may waive, in exceptional circumstances, a personal conflict of interest or waive the requirement to prevent conflict of interest for a particular employee, if he determines in writing that such mitigation is in the best interest of the County.

## FAIRFAX COUNTY PURCHASING RESOLUTION

### Article 7

#### PROPERTY MANAGEMENT

---

The Director of the Department of Procurement and Material Management is responsible for the management of all Fairfax County and Fairfax County Public Schools (FCPS) property, supplies and equipment except as excluded by formal agreement between the County and other public bodies. This includes physical accountability of consumable supplies and accountable equipment, as well as, validation of the inventory and accountable equipment values reported in Fairfax County's Comprehensive Annual Financial Report. DPMM shall prescribe the procedures to be used by departments in the acquisition, receipt, storage and management, and issuance of consumable supplies and accountable equipment inventory, and disposition of excess and surplus County property.

##### Section 1. County Consolidated Warehouse (Logistics Center).

The Director of the Department of Procurement and Material Management is responsible for operation of the County Logistics Center which provides temporary storage and distribution of the supplies and equipment to all County departments. The Logistics Center may be used as the storage point for customer owned inventory from other departments. The Director of the Department of Procurement and Material Management is responsible for space management and logistics coordination at the Logistics Center.

##### Section 2. Inventory Accountability.

Departments and Fairfax County Public Schools are required to establish and maintain accountability of consumable inventories and accountable equipment in their custody, and to conduct periodic physical inventories in accordance with schedules published by the Director of the Department of Procurement and Material Management.

##### Section 3. Consumable Inventory Property Management.

The Director of the Department of Procurement and Material Management shall exercise oversight responsibility over all consumable inventory warehouses and stockrooms. The program shall be administered in accordance with industry standards and best practices.

**FAIRFAX COUNTY PURCHASING RESOLUTION**

Section 4. Accountable Equipment Inventory Property Management.

- A. The Director of the Department of Procurement and Material Management shall exercise oversight responsibility over all accountable equipment.
- B. The Director of the Department of Procurement and Material Management is responsible for defining items to be capitalized as accountable equipment, and administering the Accountable Equipment Program in accordance with State and County codes, as well as industry standards and best practices.

Section 5. Excess and Surplus Property Management.

- A. The Director of the Department of Procurement and Material Management is responsible for redistribution of serviceable excess property and inventory, to include furniture, equipment, , etc.
- B. The Director of the Department of Procurement and Material Management is responsible for the disposal of surplus property and inventory as applicable by law. Disposals will be evaluated in an effort to maximize financial returns to the County and/or minimize environmental impact.
- C. Confiscated or abandoned property in the hands of the police shall be disposed in accordance with Chapter 2, Article 2, Sections 2-2-1 through 2-2-3 of the County Code.
- D. Employees and members of their immediate family are not eligible to acquire property for personal use before such property has been declared surplus and has been made available to the general public. The County may, however, sell any dog specially trained for police work to the handler who was last in control of such dog, at a price deemed by the locality to be appropriate.

## FAIRFAX COUNTY PURCHASING RESOLUTION

### Section 6. Donations.

Commented [JA27]: Administrative Change

#### A. Accepting Donations:

1. Items \$105,000 or more:  
The Director of the Department of Procurement and Material Management or Assistant Superintendent of Financial Services is responsible for approving the acceptance of donated items or services with a fair market value of \$5,000 or more, and ensuring accepted items are properly accounted for.
2. Items under \$105,000:  
Department Heads, Principals, or their equivalents may accept donated items or services with a fair market value under \$105,000.
3. Inasmuch as the County is not offering consideration nor is it purchasing or initiating the provision of services, the County may accept a gift of services pursuant to the Virginia State Government Volunteers Act. Such services must be provided from a person who acts of their own free will and without any financial gain.

#### B. Making Donations:

1. Items \$105,000 or more:  
When the fair market value of an item exceeds \$105,000, the Board of County Supervisors or FCPS School Board, as appropriate and allowed by law, may offer surplus County or School property to charitable or non-profit organizations or public bodies for sale or donation, where appropriate. The Director of the Department of Procurement and Material Management or Assistant Superintendent of Financial Services shall coordinate all requests to donate items with their respective Board.
2. Items under \$105,000:  
When the fair market value of a surplus item is less than \$105,000, the Director of the Department of Procurement and Material Management or FCPS Chief Financial Services may donate the item directly to charitable or nonprofit organizations as appropriate and allowed by law.

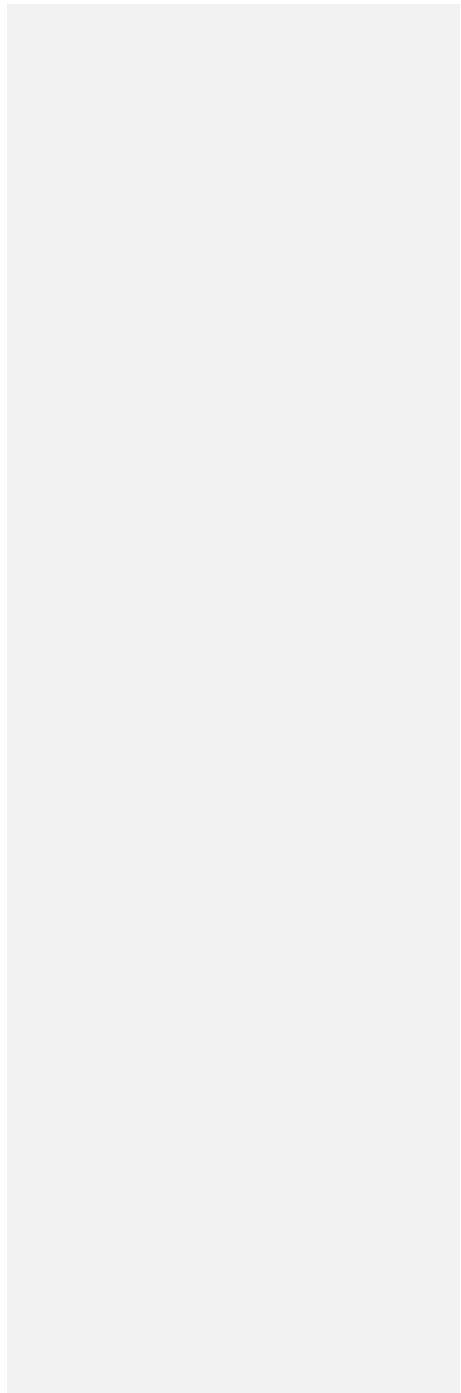
**FAIRFAX COUNTY PURCHASING RESOLUTION**

It is further resolved that this resolution shall be effective July 1~~1~~<sup>9</sup>, 202~~3~~<sup>2</sup>.

A Copy Teste:

Jill G. Cooper  
Clerk to the Board of Supervisors





---

Board Agenda Item  
July 11, 2023

ACTION - 7

Approval of a Parking Reduction for the Redevelopment of the West Falls Church Metro Station Site (Dranesville District)

ISSUE:

Board of Supervisors' (Board) approval of a ~~29~~ 34 percent reduction for the redevelopment proposal located on 2023 Tax Map Number 040-3 ((1)) 83 & 84 and 040-4 ((1)) 13, Dranesville District.

RECOMMENDATION:

The County Executive recommends that the Board approve an amended parking reduction, pursuant to Subsection 6100.6.B.(1) (a) of the Zoning Ordinance, based on an analysis as demonstrated in the parking study #PKS-2022-00001, subject to the conditions in Attachment I.

TIMING:

On June 27, 2023, the Board deferred consideration of this item to July 11, 2023.

BACKGROUND:

The proposed parking reduction is associated with anticipated redevelopment of property owned by the Washington Metropolitan Area Transit Authority (Metro) adjacent to the West Falls Church Metrorail station. The site was the subject of a Fairfax County Comprehensive Plan amendment and a subsequent rezoning proposal (RZ-2022-DR-00006) to designate this area as Transit Oriented Development (TOD) district and allow redevelopment in conformance with the planned densities for the site.

The applicant is requesting an overall parking reduction of ~~29~~ 34%. The chart below details reductions for individual uses within the development.

The primary reasons for supporting this reduction include:

1. Proximity to Metrorail
  - The proposed development is within 1/8 mile of the station entrance, thereby providing convenient access to residents and employees to walk and bike to use rail transport.

Board Agenda Item  
July 11, 2023

- Metrobus serves the rail station providing transit connectivity to other areas of the county and the City of Falls Church.
- With access to rail transit and pedestrian, bicycle, and transit connectivity to local businesses and activities, this allows people to own less or no autos, diminishing parking demand.

The proposed parking supply is appropriately sized for a development that is immediately adjacent to Metrorail. The intent of commuter rail is a reduction of auto trips and parking demand. Fairfax County has invested heavily in rail and rail development. Providing excessive parking is an inducement to auto travel and defeats the benefits and opportunities to be gained with rail-related development.

2. Local Parking Impacts

- Parking is controlled by fees at the Virginia Tech site adjacent to the proposed development.
- The adjacent Pavilion apartment/condominium site has a vehicle towing policy to control parking.
- The single-family development communities near the Metro station site have a permit parking district to control overflow parking. If significant spillover parking occurs overnight, the restriction times can be amended.

Given the individual and community site parking controls in place, the proposed parking reduction is not expected to impact the surrounding area. However, if problems arise, the approval conditions provide a remedy by requiring a parking utilization study and corrective actions for identified problems.

**REVISED**

Board Agenda Item  
July 11, 2023

Table 1. Comparison of Ordinance Required and Proposed Parking for the West Falls Church Metro Station Site

Use	No. of Units	Rate Required by Ordinance	Ordinance Required Parking	Proposed Parking Rate	Proposed Minimum Number of Spaces	Proposed Reduction
Multifamily Apartments	579 1-bedroom units	1.3 spaces/unit	753 spaces	<del>0.90</del> 0.75 spaces/unit	<del>522</del> 435 spaces	<del>31%</del> 42%
	231 2-bedroom units	1.5 spaces/unit	347 spaces	0.90 spaces/unit	208 spaces	40%
Townhomes	49 units 14 & 20 feet wide	2.7 spaces/unit	133 spaces	2.0 spaces/unit	98 spaces	26%
	41 units 16 feet wide	2.7 spaces/unit	111 spaces	1.5 spaces/unit	62 spaces	44%
Office	110,000 GSF	2.0 spaces/1,000 GSF	220 spaces	2.0 spaces/1,000 GSF	220 spaces	0%
Retail	10,000 GSF	3.44 spaces/1,000 GSF	35 spaces	3.0 spaces/1,000 GSF	30 spaces	13%
<b>Totals</b>			<b>1,599 spaces</b>		<b><del>1,140</del> 1,053 spaces</b>	<b><del>29%</del> 34%</b>

This recommendation reflects a coordinated review by the Department of Planning and Development, Office of the County Attorney and Land Development Services (LDS).

**EQUITY IMPACT STATEMENT:**

The proposed reduction supports a quality-built environment that accommodates anticipated growth and change in an economically, socially, and environmentally sustainable and equitable manner. This includes mixes of land use that protects existing stable neighborhoods and green spaces, supports sustainability, supports a high quality of life, and promotes employment opportunities, housing, amenities, and services for all people. It also promotes a healthy and quality environment to live and work in that acknowledges the need to breathe clean air and to drink clean water now and for future generations. Further, it is consistent with a multi-modal transportation system that supports the economic growth, health, congestion mitigation, and prosperity goals of Fairfax County and provides accessible mobility solutions that are based on the

**REVISED**

Board Agenda Item  
July 11, 2023

principles associated with sustainability, diversity, and community health.

The proposed reduction addresses these values by being a component of an effort to reduce auto travel and enhance environmental benefits by de-emphasizing ample, free parking. Providing parking utilizes land resources that could be better used to provide more compact, walkable development. When walkable locales are provided, behavioral changes occur that support use of non-auto travel modes such as walking and micromobility devices, examples include bicycles and scooters. Reducing incentives to drive because parking is freely available reduces emissions, which is the primary source of pollution in our region.

At this site, rail transit facilities will be available within walking distance of the apartment building. Also, retail, dining, employment, and entertainment options are available within one-half mile of the subject site. These options reduce the need for auto ownership and the impacts additional driving can cause to the environment. Further, the subject building is being constructed on an existing surface parking lot, which repurposes impervious surface and creates opportunities for better management of stormwater runoff.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I – Parking reduction conditions dated June 28, 2023

Attachment II – Parking reduction request (PKS-2022-00001) from Gorove Slade dated April 21, 2023

STAFF:

Rachel Flynn, Deputy County Executive

William D. Hicks, P.E., Director, LDS

Matthew Hansen, P.E., Chief, Site Development and Inspection Division (SDID), LDS

Jeff Vish, P.E., Central Branch Chief, SDID, LDS

Michael Davis, Parking Program Manager, SDID, LDS

ASSIGNED COUNSEL:

Patrick V. Foltz, Assistant County Attorney

## ATTACHMENT I

## PARKING REDUCTION CONDITIONS

June 28, 2023

1. These conditions apply to the applicant for this parking reduction, FCGP-Metro Development, LLC, and their successors and assigns (hereinafter 'Applicant') for parcels identified on 2023 Tax Map 040-3 ((1)) 83 (part) & 84 (part) and 040-4 ((1)) 13.
2. Off-street parking for the following uses must be provided at the following minimum parking rates:

**Multifamily – 0.90 spaces per dwelling unit**

~~1-bedroom multifamily unit – 0.75 spaces per dwelling unit.~~

~~2-bedroom multifamily unit – 0.90 spaces per dwelling unit~~

14- and 20-foot wide townhome units – 2.0 spaces per unit

16-foot wide townhome units - 1.5 spaces per unit

Office – 2.0 spaces per 1,000 square feet of gross floor area (GFA)

Retail - 3.0 spaces per 1,000 square feet of GFA

3. Parking for the **one-bedroom** multifamily units may be provided at 0.75 spaces per dwelling unit if a minimum of 45 parking spaces are provided by the Washington Metropolitan Area Transit Authority (WMATA) within their site parking area for the Applicant's use for Multifamily Building 1, 40 parking spaces for Multifamily Building 2, and 35 parking spaces for Multifamily Building 3.
4. Parking for any uses not listed in Condition #2 must be provided at no less than the minimum rates required by the Zoning Ordinance (Ordinance).
5. No earlier than eighteen months and no later than twenty-four months after the issuance of the first occupancy permit for the Phase I multifamily development in conformance with WMATA-West Falls Church Conceptual/Final Development Plan for RZ/FDP 2022-DR-00006, the Applicant must submit a parking space utilization study to the Director of Land Development Services (Director). The Director may approve an extension of this time period if the buildings are less than 90 percent occupied during the time period when the study is required to be conducted.
6. The Applicant may, at their discretion, utilize rates required by the Ordinance in effect at the time the uses are established.
7. A minimum of 1 space per 1,000 square feet of non-residential GFA will be provided as shared parking and a maximum of 1 space per 5,000 square feet of non-residential GFA may be made available for reserved parking.

## ATTACHMENT I

## PARKING REDUCTION CONDITIONS

June 28, 2023

8. The conditions of approval of this parking reduction must be incorporated into any related site plan submitted to the Director of Land Development Services (Director) for approval.
9. The Applicant must submit a parking space utilization study for review and approval by the Director promptly upon request by the Zoning Administrator or the Director at any time in the future. Following review of that study, or if a study is not submitted within 90 days after its request, the Director may require alternative measures to satisfy the on-site parking needs of the property. Such measures may include, but are not limited to, compliance with the full parking requirements specified in the Ordinance.
10. All parking utilization studies prepared in response to a request by the Zoning Administrator or the Director must be based on applicable requirements of The Code of the County of Fairfax, Virginia, and the Ordinance in effect at the time of the study's submission.
11. All parking provided must comply with the applicable requirements of the Ordinance and the Fairfax County Public Facilities Manual, including the provisions referencing the Americans with Disabilities Act and the Virginia Uniform Statewide Building Code.
12. These conditions of approval are binding on the Applicant and must be recorded in the Fairfax County Land Records in a form acceptable to the County Attorney.

Parking Reduction Study

**WMATA - West Falls Church**

Fairfax County, Virginia

**April 21, 2023**

**Prepared for:**

FCGP-Metro Development, LLC

**GOROVE SLADE**  
Transportation Planners and Engineers



**Prepared by:**



4114 Legato Road  
Suite 650  
Fairfax, VA 22033  
T 703.787.9595

1140 Connecticut Ave NW  
Suite 1010  
Washington, DC 20036  
T 202.296.8625

225 Reinekers Lane  
Suite 750  
Alexandria, VA 22314  
T 703.721.3044

4951 Lake Brook Drive  
Suite 250  
Glen Allen, VA 23060  
T 804.362.0578

[www.goroveslade.com](http://www.goroveslade.com)

This document, together with the concepts and designs presented herein, as an instrument of services, is intended for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization by Gorove/Slade Associates, Inc., shall be without liability to Gorove/Slade Associates, Inc.

---

## TABLE OF CONTENTS

Introduction .....	5
Proximity to Mass Transit Reduction Request.....	6
Existing Parking Supply.....	8
Future Parking Supply.....	8
Parking Reduction Request.....	10
Residential (Multifamily) .....	10
Residential (Townhomes).....	10
Office.....	10
Retail.....	10
Supporting Justification .....	10
Nearby Services and Destinations .....	10
Existing WMATA Parking Garage .....	11
Existing Parking Restrictions in Nearby Neighborhoods .....	12
Similar Use Data .....	13
Transportation Demand Management.....	13
Recommended TDM Goals.....	13
Walkability.....	14
Bikeability.....	17
Shared Micromobility (Bikeshare and Scootershare) .....	20
Carsharing.....	21
Transit-Oriented Development Car Ownership .....	21
Ridesharing.....	21
Idylwood CDP Commuter and Vehicle Ownership Transportation Data.....	23
MWCOG Commuter Transportation Data .....	23
Conclusion .....	24

## LIST OF FIGURES

Figure 1: Site Location .....	5
Figure 2: Conceptual Development Plan (prepared by Walter L. Phillips, Inc.).....	6
Figure 3: Existing Transit Facilities.....	7
Figure 4: Proposed Parking Layout.....	9
Figure 5: Existing Fairfax County RPPDs.....	12
Figure 6: Existing Pedestrian Connectivity (Source: Bike Fairfax) .....	15

---

Figure 7: Proposed Pedestrian and Bike Circulation Plan.....	16
Figure 8: Haycock Road Trail Over I-66.....	17
Figure 9: Existing Bicycle Facilities (Source: Bike Fairfax).....	18
Figure 10: Countywide Bicycle Master Plan (Source: Fairfax County).....	19
Figure 11: Capital Bikeshare Data from Lyft’s 2022 Multimodal Report.....	20
Figure 12: Ridesharing: Lyft’s Economic Impact Report 2022, Virginia.....	22

## LIST OF TABLES

Table 1: Proposed Parking Supply.....	8
Table 2: 2021 Commuter Transportation Data – Idylwood CDP (Source: Census Bureau).....	23

## Introduction

The proposed WMATA - West Falls Church redevelopment is requesting a parking reduction. This study provides justification for a parking reduction based on the site's **proximity to mass transit** and Section 6100.6.B of the Fairfax County Zoning Ordinance. The site is located south of Interstate 66, northeast of Falls Church Drive, and northwest of West Falls Station Boulevard (formerly Metro Access Road) in the Dranesville Supervisor District of Fairfax County, Virginia. The site is located in the Pimmit Community Planning Sector of the McLean Planning District, and the West Falls Church Transit Station Area. The site is adjacent to the West Falls Church Metro Station as shown in Figure 1.

The existing site is currently occupied by the WMATA parking garage that is to remain, surface parking, Kiss & Ride spaces, bus loop, and bicycle parking. The proposed redevelopment includes up to 90 townhomes, 810 multifamily units, 10,000 SF of retail, and 110,000 SF of office. Site access is planned to be provided via Falls Church Drive and West Falls Station Boulevard as shown on the CDP in Figure 2.



Figure 1: Site Location

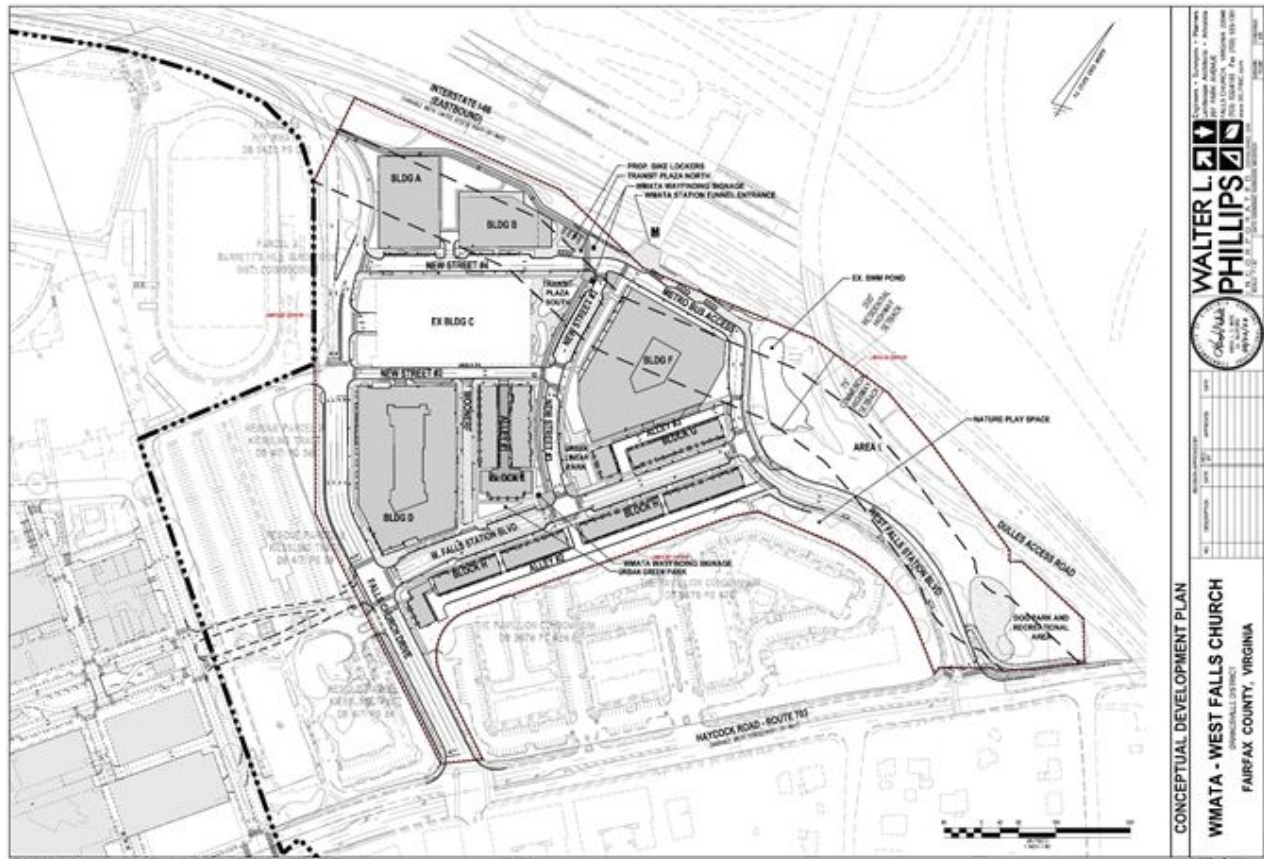


Figure 2: Conceptual Development Plan (prepared by Walter L. Phillips, Inc.)

## Proximity to Mass Transit Reduction Request

The WMATA - West Falls Church redevelopment requests a parking reduction based on the site’s proximity to mass transit and Section 6100.6.B of the Fairfax County Zoning Ordinance. A mode shift from single-occupancy vehicle (SOV) travel to transit can be expected for developments that are close to mass transit. Section 6100.6.B of the Zoning Ordinance states the following:

- “1. The Board may reduce the number of required off-street parking spaces, subject to appropriate conditions, when a proposed development is within:
- A. Reasonable walking distance to a mass transit station that either exists or is programmed for completion within the same time frame as the completion of the subject development;
  - B. An area designated in the Comprehensive Plan as a Transit Station Area;
  - C. Reasonable walking distance to an existing transportation facility consisting of a streetcar, bus rapid transit, or express bus service or such a facility that is programmed for completion within the same timeframe as the completion of the subject development and will provide high-frequency service; or
  - D. Reasonable walking distance to a bus stop(s) when service to this stop(s) consists of more than three routes and at least one route serves a mass transit station or transportation facility and provides high-frequency service.”

The site is adjacent to the existing West Falls Church Metro Station on the Orange Line, and the site is within the West Falls Church Transit Station Area.



The site is also served by two (2) bus routes with four (4) bus stops within a quarter mile. A bus loop is located on the south side of the West Falls Church Metro Station. The existing transit facilities in the vicinity of the site are shown in Figure 3. While the specific design of these facilities will be modified with the proposed redevelopment of the Property, all transit facilities will remain to serve the development and surrounding communities.

The existing transit services serving the site satisfy the conditions required for a parking reduction, as per Section 6100.6.B of the Fairfax County Zoning Ordinance. The future on-site parking demand can be accommodated by fewer than the Ordinance-required parking spaces because of the site's proximity to the West Falls Church Metro Station.

A parking reduction would not adversely affect the site or the adjacent area. Supporting justification for the proposed parking reduction is provided in subsequent sections of this study.



Figure 3: Existing Transit Facilities

## Existing Parking Supply

The existing WMATA - West Falls Church site is occupied by the WMATA parking garage that is to remain, surface parking, Kiss & Ride spaces, bus loop, and bicycle parking. The West Falls Church Metro Station riders currently park in the existing six (6) level parking garage and surface parking.

## Future Parking Supply

The proposed WMATA - West Falls Church redevelopment includes up to 90 townhomes, 810 multifamily units, 10,000 SF of retail, and 110,000 SF of office. The redevelopment is anticipated to be completed in three (3) phases with final build-out in 2032. The County’s required parking ratios and the site’s proposed parking ratios are shown Table 1. No reductions will be made to the required number of handicap spaces. The office building and each multifamily building will have its own parking garage.

The proposed parking supply ratios are detailed below. It is noted that the Applicant is not requesting a parking maximum and additional parking may be provided at the Applicant’s discretion.

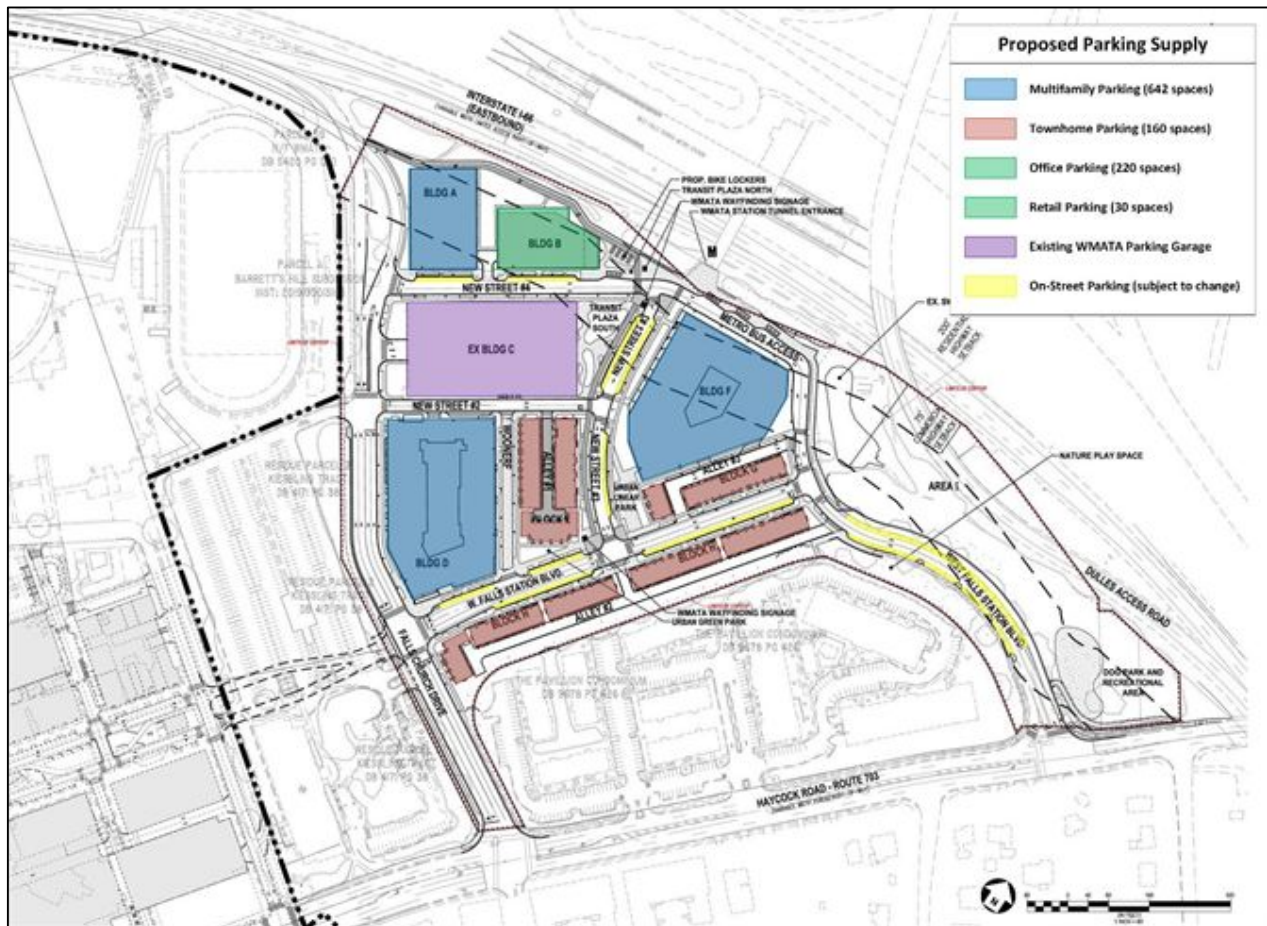
- The proposed parking supply ratio for the multifamily units is 0.75 spaces per 0- or 1- bedroom unit and 0.9 spaces per 2 bedroom unit; therefore, up to 642 parking spaces will be provided for the future multifamily units.
- The proposed parking supply ratio for the townhomes is 2.0 spaces per 14’ or 20’ unit and 1.5 spaces per 16’ unit; therefore, 160 parking spaces will be provided for the future townhomes.
- The proposed parking supply ratio for the office is 2.0 spaces per 1,000 SF; therefore, 220 parking spaces will be provided for the office.
- The proposed parking supply ratio for the retail is 3.0 spaces per 1,000 SF; therefore, 30 parking spaces will be provided for the retail.

The final parking supply will fluctuate based on final unit count, not to exceed the maximum units described herein, but the parking ratio will be constant. The proposed parking supply is shown in Table 1, and the proposed parking layout is shown on Figure 4.

**Table 1: Proposed Parking Supply**

Land Use	Development Size	Zoning Ordinance		ADA Requirement	Proposed Parking				Difference from ZO
		Required Minimum Ratio	Required Spaces	Required Accessible Spaces	Proposed Minimum Ratio	Proposed Spaces	Proposed Standard Spaces	Proposed Accessible Spaces	
Multifamily Units <sup>1</sup>	810 DU								
0 or 1 bedroom	579 DU	1.3 /DU	753	-	0.75 /DU	434	-	-	-42%
2 bedrooms	231 DU	1.5 /DU	347	-	0.9 /DU	208	-	-	-40%
Townhomes	90 DU								
14' or 20'	49 DU	2.7 /DU	132	-	2.0 /DU	98	-	-	-26%
16'	41 DU	2.7 /DU	111	-	1.5 /DU	62	-	-	-44%
Office	110,000 SF	2.0 /1,000 SF	220	-	2.0 /1,000 SF	220	-	-	0%
Retail	10,000 SF	3.44 /1,000 SF	35	-	3.0 /1,000 SF	30	-	-	-14%
<b>Total</b>			<b>1,598</b>	<b>26</b>		<b>1,052</b>	<b>1026</b>	<b>26</b>	<b>-34%</b>

<sup>1</sup> Assumes 71% of units are 0 or 1 bedroom and 29% of units are 2 bedroom. Final mix to be determined at Site Plan.



**Figure 4: Proposed Parking Layout**

While WMATA provides parking for transit riders, there will be opportunities to address parking overflow from the multifamily building with excess Metro parking. Even with a planned reduction of the Metro parking from 2,009 spaces to 1,350 spaces, there will still be excess capacity. Prior to COVID, WMATA projected 1,200 spaces could accommodate parking demand through the year 2045. WMATA retained the 1,350 spaces and the ability to expand parking on the side, if needed.

As part of its analysis for a recent Compact Public Hearing about the West Falls Church Joint Development project, WMATA engaged a consultant to evaluate maximum demand on the site of transit and private uses. With both the planned reduction of transit parking capacity and the planned construction of private garages, there was ample capacity to address all parking needs on the site. While at the time of the study WMATA indicated it was open to sharing arrangements, current plans to not contemplate use of the Metro parking to address any of the private development’s needs.

However, should the demand for parking exceed that projected by the developer for its project, excess transit parking could be used both formally and informally. Visitor parking would likely be addressed informally. There is no prohibition of non-transit riders using Metro parking. Multifamily visitors could utilize the Metro parking garage or surface lot at any time of the day but would be charged when exiting during WMATA’s regular parking hours of operation. Currently, WMATA does not charge during weekends or on federal holidays. WMATA may consider non-rider fees in the future for its parking facilities, which would be higher than those fees charged to Metrorail riders. WMATA would also consider additional management measures if needed to ensure private uses of the parking do not interfere with Metro customer access. In the case of visitor parking, there is a lower



potential of conflicts. Peak visitor parking demand for the multifamily building is expected in the evenings and weekends when demand for transit parking is at its lowest.

WMATA could also consider formal arrangements to provide parking for the development. WMATA leases spaces in its parking facilities, if not needed for commuters. WMATA would consider a lease at West Falls Church to the multifamily building owner after determining there is sufficient excess capacity at the time and after consultations with Fairfax County to address any development conditions.

## Parking Reduction Request

### ***Residential (Multifamily)***

Fairfax County's Zoning Ordinance requires a minimum rate of 1.3 spaces per 0- or 1-bedroom residential unit and 1.5 spaces per 2 bedroom residential unit.

**A 41.6 percent reduction to a ratio of 0.75 spaces per 0- or 1- bedroom unit and 0.9 spaces per 2 bedroom unit is requested for the required residential (multifamily) parking based on the site's proximity to mass transit (Zoning Ordinance Section 6100.6.B).**

### ***Residential (Townhomes)***

Fairfax County's Zoning Ordinance requires a minimum rate of 2.7 spaces per single family attached unit (townhome).

**A 34.2 percent reduction to a ratio of 2.0 spaces per 14' and 20' units and 1.5 spaces per 16' unit is requested for the required residential (townhomes) parking based on the site's proximity to mass transit (Zoning Ordinance Section 6100.6.B).**

### ***Office***

Fairfax County's Zoning Ordinance requires a minimum rate of 2.0 spaces per 1,000 SF for office located less than 0.25 miles from a metro station entrance along an accessible route.

**No reduction is requested for the office parking.**

### ***Retail***

Fairfax County's Zoning Ordinance requires a minimum of 3.44 spaces per 1,000 SF (80 percent of the parking rate established in Table 6100.1).

**A 14.3 percent reduction to a ratio of 3.0 spaces per 1,000 SF is requested for the required retail parking based on the site's proximity to mass transit (Zoning Ordinance Section 6100.6.B).**

## Supporting Justification

### ***Nearby Services and Destinations***

There are numerous services and destinations within the vicinity of the site that are easily accessible via walking, biking, or public transit. These destinations include the following:

- Grocery
  - Giant Food (0.4 miles)
  - Future grocer at the corner of Haycock Road and Leesburg Pike

- Transit accessible (will reach destination in less than 15 minutes via 28A Metrobus) – Whole Foods Market, Trader Joe’s, Harris Teeter
- Fitness
  - Recreational facilities will be provided for residents on-site
  - Meridian High School (0.2 miles) – Amenities include a track, tennis courts, and outdoor fields that are open to the public outside of school hours
  - Transit accessible (will reach destination in less than 15 minutes via 28A Metrobus) – Orangetheory Fitness, Burn Boot Camp, Capstone Performance Training, CorePower Yoga, CYCLEBAR
- Health and Pharmacy
  - Dental Care: Falls Church Modern Dentistry and Falls Church Dental Care (0.5 miles)
  - Medical Care: Family medicine (0.6 miles)
  - Emergency Room (3.3 miles west on Leesburg Pike)
  - Pharmacy: Giant Pharmacy (0.4 miles) and CVS Pharmacy (0.5 miles)
  - Beauty salon (0.6 miles) and barber (0.9 miles)
  - Transit accessible (will reach destination in less than 15 minutes via 28A Metrobus) – Patient First Primary and Urgent Care
- Shopping and Entertainment
  - New music/entertainment space in City’s West Falls Development
  - Transit accessible (will reach destination in less than 15 minutes via 28A Metrobus) – Tysons Corner Shopping Center (stores, restaurants, movie theater), Bowl America
  - Metro Orange line accessible (destinations that will not require transferring lines)
    - Ballston (2 stops to shops, restaurants, movie theater)
    - Clarendon (4 stops to restaurants and bars)
    - Smithsonian museums, Capital One Arena
  - The State Theater (1.8 miles)
  - Capital One Hall and The Perch (3.9 miles)
- Restaurants
  - Countless restaurants of all cuisines and price ranges easily accessible via walking, bicycling, bus, or Metro
- Churches
  - More than 10 churches within a 2-mile radius
- Mail/Shipping
  - UPS Store (0.8 miles)
  - USPS (1.1 miles)

### **Existing WMATA Parking Garage**

WMATA’s existing parking garage at the West Falls Church Metrorail Station is located within the redevelopment site. Parking spaces in this garage are available to the public for a fee during weekdays and at no cost on weekends and federal holidays.

It should be noted that Fairfax County's *Parking Reimagined* initiative proposes to add a parking reduction mechanism by which on-site parking can be reduced when “commercial public off-street parking is located within 1,000 feet walking distance of the site.” This language is included in the Recommended Zoning Ordinance Section 6100.6.E(3).

### Existing Parking Restrictions in Nearby Neighborhoods

Due to existing provisions in place to prevent overflow parking in adjacent neighborhoods, residents and visitors are discouraged from parking off-site as it would result in being ticketed or towed. Existing provisions exist for the adjacent neighborhoods and include the following:

1. The Villages and Pavilion – resident parking only signs with towing notices
2. Falls Plaza Condos – resident parking only signs with towing notices
3. Gates at West Falls Condos – resident parking only signs with towing notices
4. Existing Fairfax County Residential Permit Parking Districts (RPPDs) Restricted Streets
  - a. Permits required 9:00 AM to 5:00 PM Monday through Friday on the following roads: Grove Avenue, Birch Street, Highland Avenue, Mount Daniel Drive, Willow Street, Sycamore Street, Grayson Place, Westwood Place
  - b. Permits required 8:00 AM to 3:30 PM School Days on Gordons Road

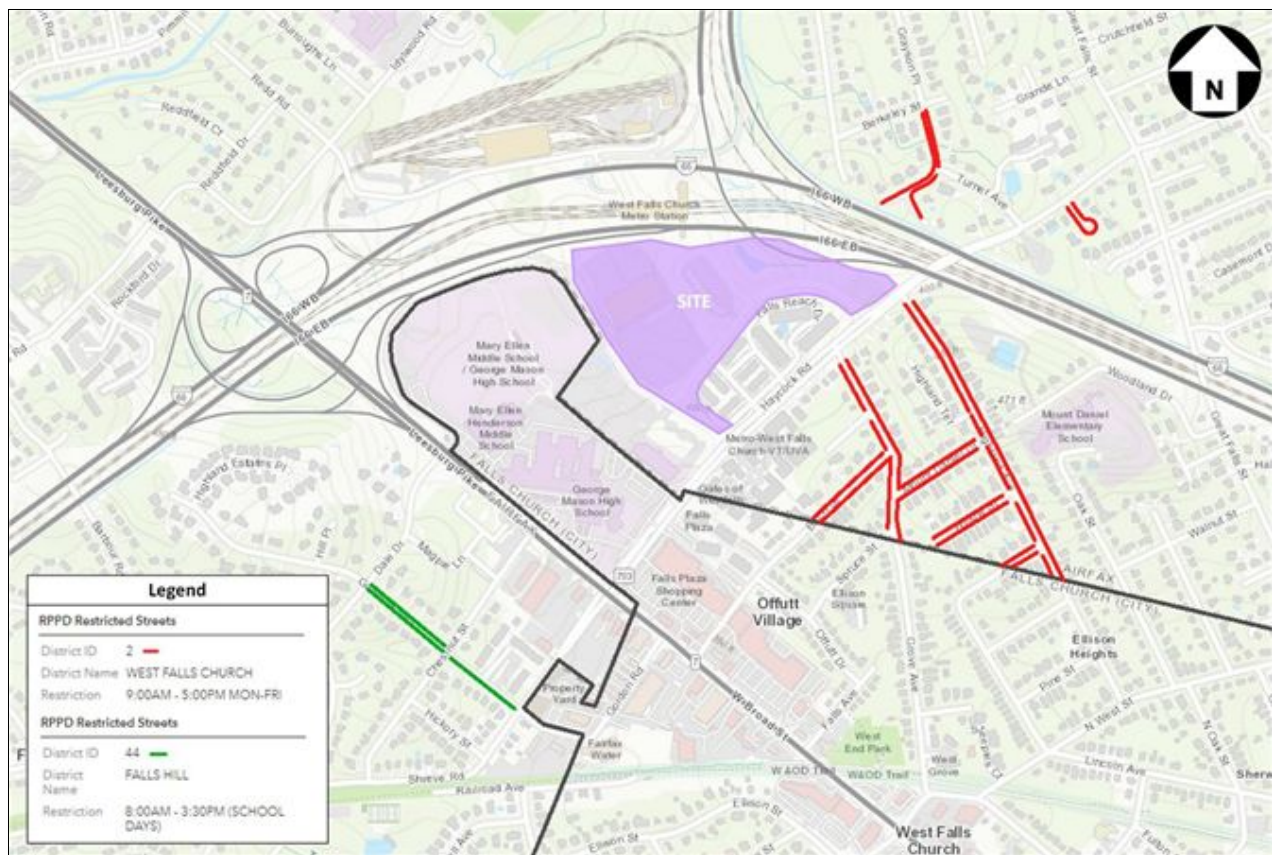


Figure 5: Existing Fairfax County RPPDs

---

### **Similar Use Data**

There are a number of residential developments in the area that have requested and/or had parking reductions approved. Other developments have conducted parking utilization studies to determine the actual parking demand observed. Some comparable developments and their parking ratios are described below:

1. The Somos site is located at 1750 Old Meadow Road and is planned to consist of up to 460 affordable housing units. The site is located approximately 0.4 miles from the McLean Metro Station. Staff recommends approval of the request for 0.9 spaces per unit that is being proposed in the parking reduction study that is currently under review. This site is approximately twice the distance from the metro compared to the proposed multifamily buildings in this application.
2. The Bartlett site is located at 520 12<sup>th</sup> Street South in Arlington County and consists of 699 multifamily residential units. The site is located approximately 0.2 miles from the Pentagon City Metro Station and less than a mile from single-family residential neighborhoods. Based on counts collected September 2017, the observed residential parking demand ratio is 0.76 spaces per unit.
3. The 301 W. Broad Street site is located in the City of Falls Church and consists of a 60,000 SF grocery store, 3,470 SF of retail, and 285 multifamily residential units. The site is located approximately 1.6 miles from the West Falls Church Metro Station, 1.2 miles from the East Falls Church Metro Station, and is adjacent to a townhome community. The site was approved at a parking rate of 1.0 spaces per 310 SF for the retail use and 1.3 spaces per unit for the residential use, which is an overall reduction of 21 percent from the City of Falls Church Zoning Ordinance requirements. Based on current occupancy data, the 301 W. Broad Street development has 224 residential parkers who pay for 285 units, which is a 0.79 spaces/unit ratio. There are 393 bedrooms in the building, which equates to a 0.57 spaces/bedroom ratio.
4. Background Study: *Parking and Trip Generation in Multifamily Residential Developments in Fairfax County, VA*, September 2016, prepared by Nelson\Nygaard.
  - a. The average number of occupied parking spaces per bedroom was 0.73 based on parking utilization data collected at four (4) different residential buildings within Fairfax County located approximately 0.5 miles or less from a metro station.
  - b. It should be noted that approximately 60 percent of the units from the Nelson\Nygaard study were two (2) bedrooms or more, whereas 71 percent of the units in the WMATA – West Falls Church development will be one (1) bedroom or less.
  - c. Three of the four buildings in this study provided free parking to residents, whereas residents will have to pay for a parking space in the proposed multifamily units thereby disincentivizing parking demand.

### **Transportation Demand Management**

This parking reduction request is **not** based on Transportation Demand Management (TDM) measures; however, a TDM program will be included with the Proffers for this site and further justifies the request for a parking reduction. The strategies included in the TDM Plan will work together to provide transportation options to residents, employees, and visitors of the development, and the proposed development will benefit from the elements of the TDM Plan as outlined below.

### **Recommended TDM Goals**

The Comprehensive Plan Amendment for the West Falls Church Transit Station Area (TSA) adopted July 13, 2021, states the following:

*“Road improvements, public transit improvements and Transportation Demand Management (TDM) goals at the high end of the trip reduction range or beyond are recommended for the [Transit Development Area]. Careful planning and*

---

*implementation efforts are required to successfully reduce peak hour vehicle trips. Reductions in traffic volumes contribute to improved livability, walkability, and bikeability through more efficient use of the multi-modal transportation system. Development proposals should commit to reduce vehicle trips during peak travel times through the use of TDM strategies per the Fairfax County Comprehensive Plan, Transportation Policy Element and Fairfax County TDM Guidelines. Trip reductions for commercial and residential developments within the TSA should meet or exceed the higher end of the range as outlined in the Fairfax County TDM Guidelines. These TDM efforts include (but are not limited to) ridesharing programs; bus transit planning and promotion; parking management programs; alternative work schedules and teleworking; and non-motorized connections.”*

Given the site’s proximity to the West Falls Church Metro Station, the Applicant will commit to a TDM program to reduce the number of single-occupant vehicle trips by 45 percent. The Applicant will work with staff during the application process to identify strategies to meet the Comprehensive Plan’s Transportation Development Review Performance Objectives.

### **Walkability**

Developments located in areas with significant, high-quality pedestrian and bicycle infrastructure are likely to have a higher rate of non-motorized travel than developments in areas lacking this infrastructure.

The existing site is primarily garage and surface parking, with pedestrian connections to the West Falls Church Metro Station. The overall pedestrian network surrounding the project site is established, with sidewalks on both sides of Haycock Road and a portion of West Falls Station Boulevard, and crosswalks at signalized intersections along Haycock Road as shown in Figure 6.

Future build-out of the WMATA - West Falls Church redevelopment will increase the pedestrian and bicycle connectivity in and around the site and increase pedestrian and bicycle accessibility to and from the West Falls Church Metro Station as shown in Figure 7.





Figure 6: Existing Pedestrian Connectivity (Source: Bike Fairfax)



**Figure 7: Proposed Pedestrian and Bike Circulation Plan**

In addition to the enhancements shown above, the applicant is committing to construct an off-site, improved pedestrian connection on Haycock Road across the I-66 bridge. This significant infrastructure improvement is important to provide safe access to the metro for Fairfax residents north of I-66. The proposed design is still under review, but a potential version is shown below in Figure 8.

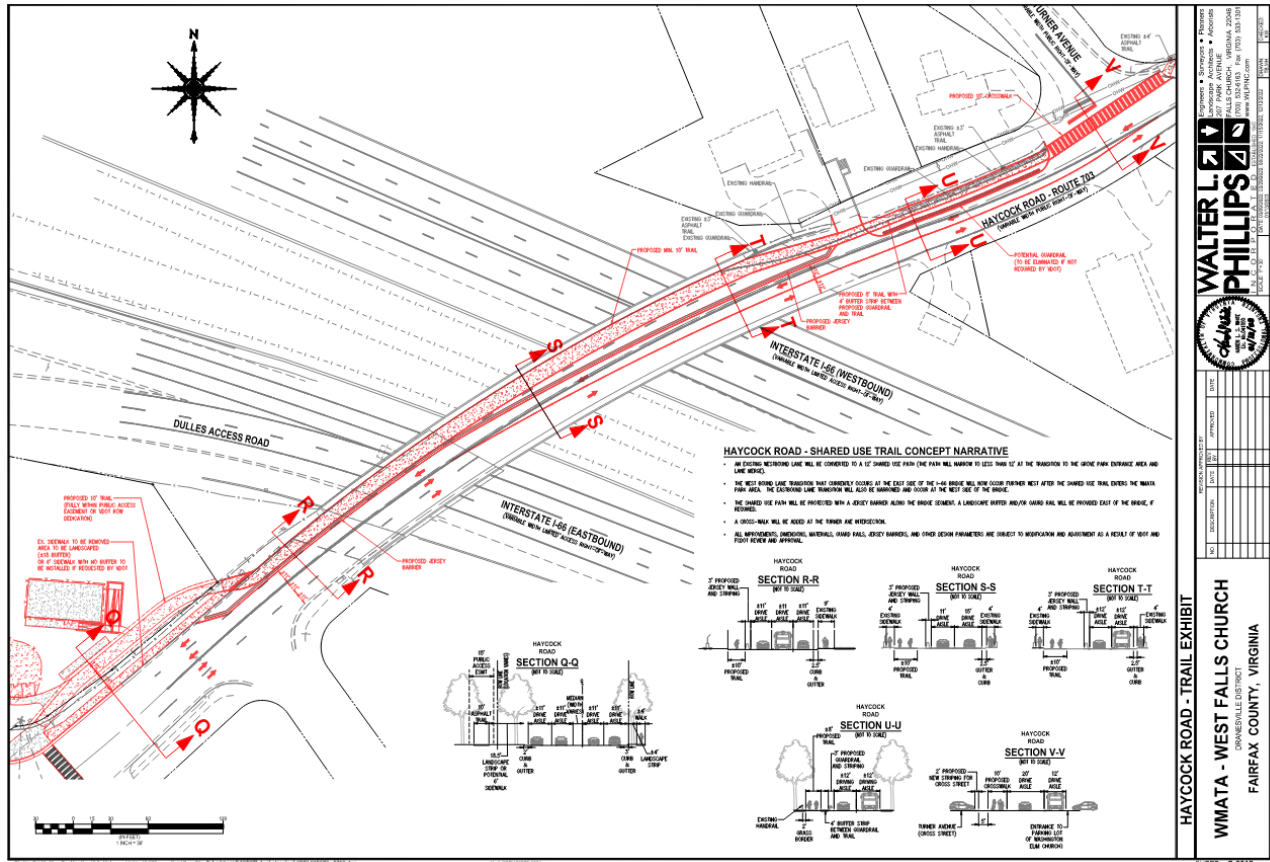


Figure 8: Haycock Road Trail Over I-66

**Bikeability**

Falls Church Drive and West Falls Station Boulevard are currently described as “Most Comfortable” bicycling routes according to the Fairfax County Bike Map as shown in Figure 9. There is also a shared use path connecting Leesburg Pike to the West Falls Church Metro Station, and the site is approximately 0.5 miles away from the existing W&OD Trail.

The Fairfax County *Countywide Bicycle Master Plan*, approved in October 2014, provides additional detail for the bicycle facilities planned for the area and makes recommendations similar to those in the Comprehensive Plan. The *Countywide Bicycle Master Plan* shows that a shared use path is recommended on Falls Church Drive and a shared roadway is recommended on West Falls Station Boulevard. The County’s Recommended Bicycle Network for the study area is shown in Figure 10.

The proposed redevelopment will accommodate secure, long-term bike parking for residents of the multifamily buildings as well as short-term bicycle parking throughout the site for visitors. Additionally, the proposed redevelopment will have bike paths and on road bike lanes as shown previously in Figure 7. These improvements connect to the greater, planned bicycle network shown in Figure 10.





Figure 9: Existing Bicycle Facilities (Source: Bike Fairfax)

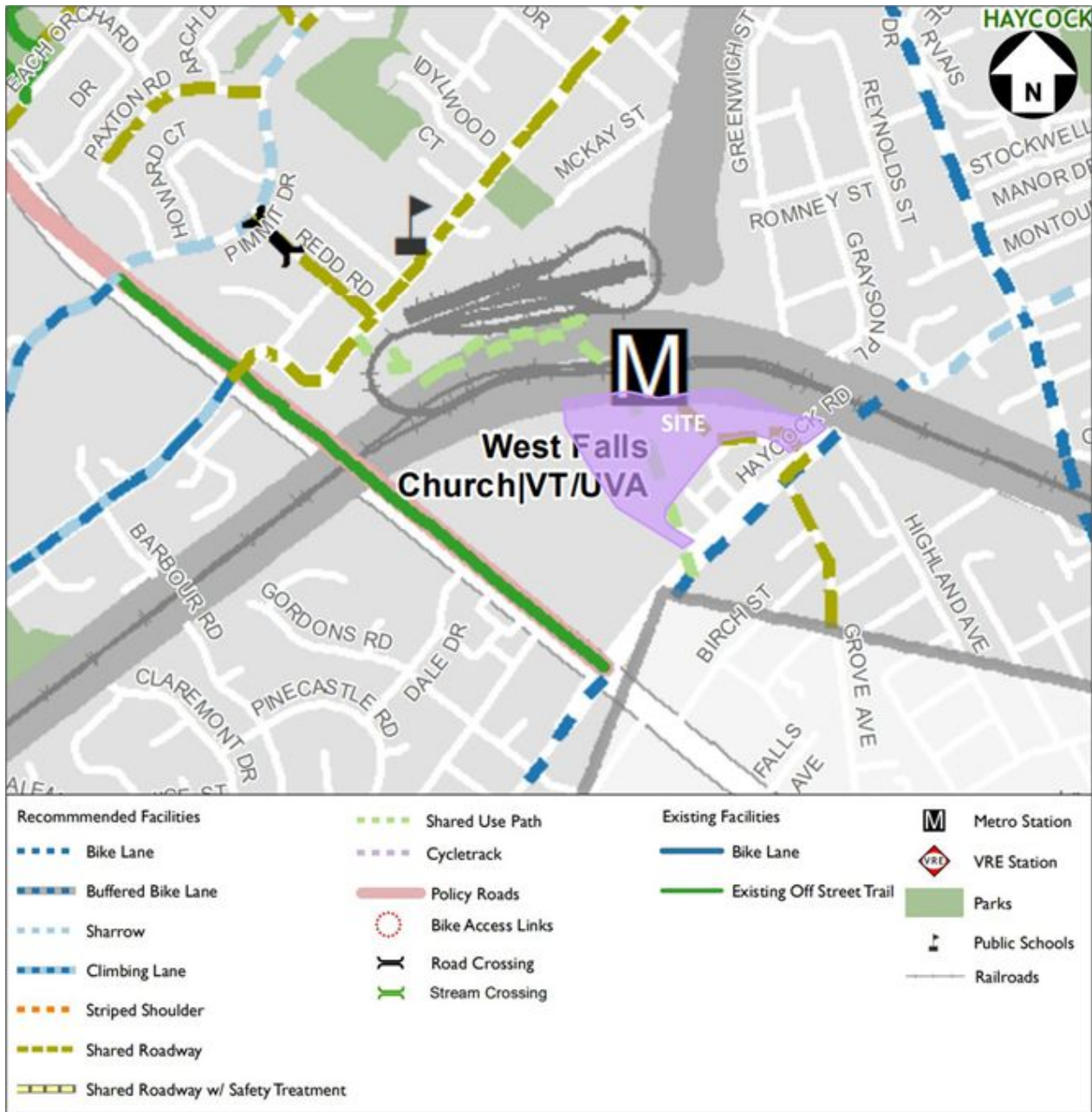


Figure 10: Countywide Bicycle Master Plan (Source: Fairfax County)

### Shared Micromobility (Bikeshare and Scootershare)

Shared micromobility options are increasing in the area including traditional and electric bikesharing and electric scooter sharing. According to Bird Rides, Inc that offers electric scooter sharing, “one traditional car parking spot can fit 10 scooters.”

Capital Bikeshare is the District Department of Transportation (DDOT)’s bikesharing program in partnership with multiple jurisdictions in the Washington, DC, metro region and operated by Lyft. Capital Bikeshare allows for users to rent a bike at any time for a single trip and return the bike to any station once finished. Capital Bikeshare is a quick and affordable mode of transportation to commute or run errands. The closest Capital Bikeshare docking station to the site is located at the West Falls Church Metro Station with many other close-by stations located throughout the City of Falls Church.

Capital Bikeshare statistics collected in the 2022 Lyft Multimodal Report are shown in Figure 11. As can be seen by the statistics below, over half of bikeshare users do not own or lease a personal vehicle. Additionally, over half of users use the service to complete errands, and almost half of the users also utilize public transit on a weekly basis.



Figure 11: Capital Bikeshare Data from Lyft’s 2022 Multimodal Report

---

## **Carsharing**

Carsharing services allow members access to vehicles without the need to purchase and maintain their own. As part of the proposed redevelopment, spaces may be made available for carsharing, contingent upon an agreement with a carsharing service. According to *Parking Management Best Practices* (ITE Journal Online, 2008), carsharing can reduce residential requirements 5 to 10 percent if a carsharing service is located nearby.

An example of a local jurisdiction using carsharing to reduce the need for multiple vehicle ownership, or in some cases the need for vehicle ownership at all, is the City of Alexandria's Braddock Road Metro Neighborhood Plan. The Plan recommends that a parking reduction of five (5) spaces for each on-site carsharing space should be allowed within the Braddock Area, not to exceed 20 percent of the total required spaces.

## **Transit-Oriented Development Car Ownership**

According to *Effects of TOD on Housing, Parking, and Travel* (Transit Cooperative Research Program, 2008), transit-oriented development (TOD) households typically own fewer cars because they have smaller households, and because they may forgo "extra" cars due to transit's proximity. TOD households are almost twice as likely to not own any car and own almost half the number of cars of other households.

According to 2021 US Census data, 7.3 percent of households in the Idylwood Census Designated Place (CDP) do not own a car. It is noted that almost all Idylwood CDP households are not within a quarter mile of a Metro Station; therefore, it could be expected that vehicle ownership decreases as people live closer to mass transit. In addition, people living and working in TODs walk more, use transit more and own fewer cars than the rest of their region. Hence, the reduced car ownership for residents of the WMATA - West Falls Church site further supports the proposed parking reduction on site.

## **Ridesharing**

Uber, Lyft, and other similar companies are a form of on-demand ridesharing where users of the app can request a ride and a nearby driver will take you where you need to go. Ridesharing is a convenient and accessible way for riders to request a ride at any time of the day for a multitude of reasons such as commuting to work, going to a vaccine or healthcare appointment, to access entertainment, or to visit family and friends.

The 2022 Rider Economic Impact Report conducted by Lyft for the state of Virginia is shown in Figure 12. As can be seen in this report summary, 36 percent of Lyft users do not own or lease a personal vehicle.



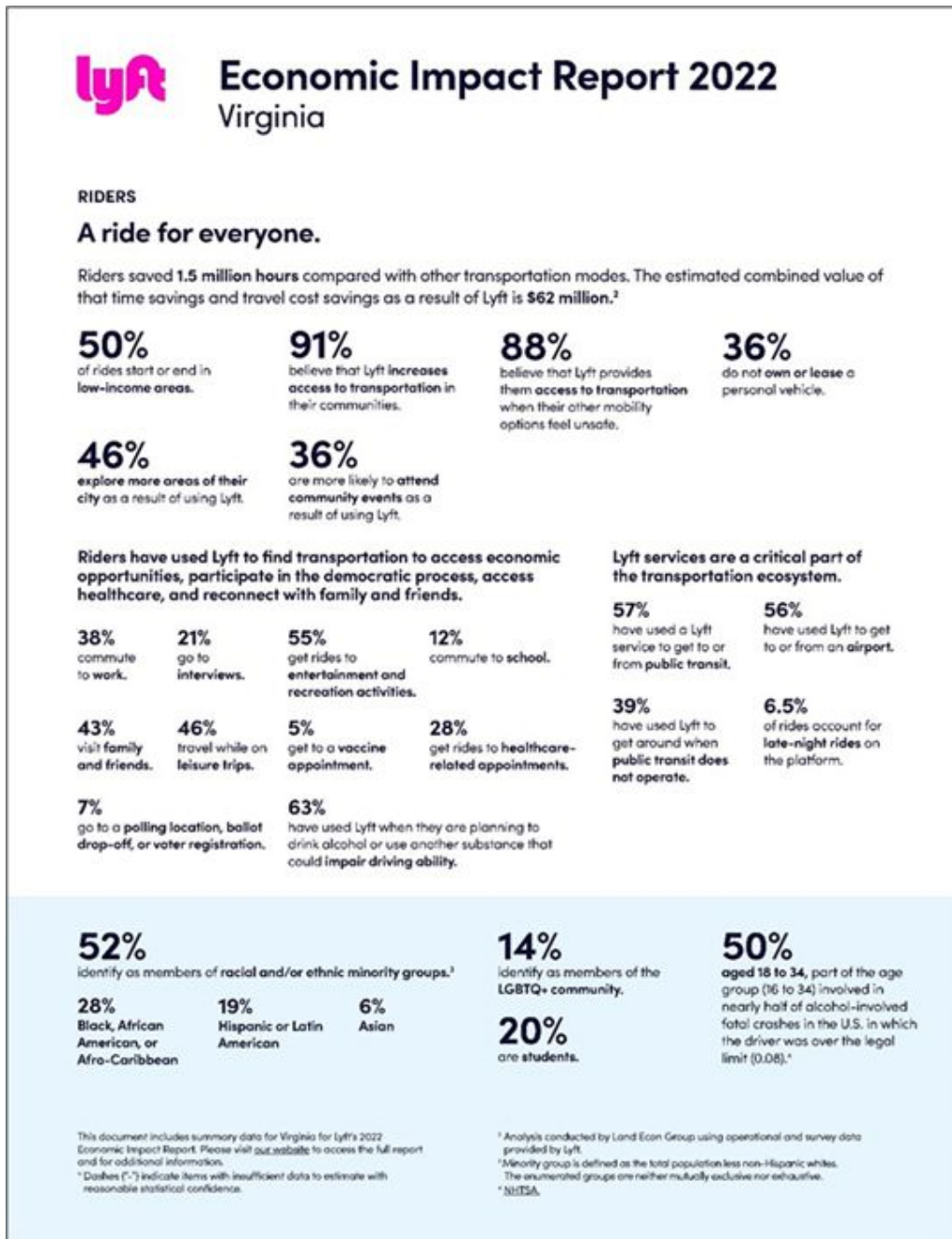


Figure 12: Ridesharing: Lyft’s Economic Impact Report 2022, Virginia

---

### ***Idylwood CDP Commuter and Vehicle Ownership Transportation Data***

According to 2021 US Census data, 39.7 percent of workers in the Idylwood Census Designated Place (CDP) either work from home or use a mode of transportation other than driving alone to commute to work. 12.8 percent of workers in the Idylwood CDP use public transportation to commute to work. The 2021 US Census data is presented in Table 2.

**Table 2: 2021 Commuter Transportation Data – Idylwood CDP (Source: Census Bureau)**

	<b>Percent</b>
Drove Alone	60.3%
Carpooled	10.3%
Public Transit	12.8%
Worked At Home	14.0%
Walked	0.7%
Bicycle	0.3%
Taxi, Motorcycle, or Other	1.6%

According to 2021 US Census data, 49.3 percent of housing units in the Idylwood CDP own one (1) vehicle or less. **Furthermore, 11.0 percent of renter occupied units in the Idylwood CDP have no vehicle available and 48.7 percent of renter occupied units have one (1) vehicle available.**

### ***MWCOG Commuter Transportation Data***

According to the *2022 State of the Commute Survey* from the Metropolitan Washington Region, telework replaced nearly half of daily commute trips in 2022. On a typical workday in 2022, nearly 1.5 million regional workers teleworked, which eliminated 2.9 million daily commuting trips. The survey also notes that 34 percent of commuters who drove alone pre-pandemic shifted to telework as their primary mode in 2022.

---

## Conclusion

This study provides justification for a parking reduction for the proposed redevelopment based on the site's proximity to mass transit (West Falls Church Metro Station) and Section 6100.6.B of the Fairfax County Zoning Ordinance.

- The Zoning Ordinance allows parking reductions for sites that are proximate to mass transit. The WMATA - West Falls Church site is adjacent to the West Falls Church Metro Station and is served by two (2) bus routes with stops at the West Falls Church Metro Station bus bays.
- No reduction will be applied to the required number of accessible spaces.
- The following parking supply rates are proposed based on the site's proximity to the West Falls Church Metro Station
  - Multifamily: **0.75 spaces per 0- or 1- bedroom unit, 0.9 spaces per 2 bedroom unit** (41.6 percent reduction)
  - Townhomes: **2.0 spaces per 14' and 20' units, 1.5 spaces per 16' unit** (34.2 percent reduction)
  - Office: **2.0 spaces per 1,000 SF** (no reduction)
  - Retail: **3.0 spaces per 1,000 SF** (14.3 percent reduction)
- The Applicant is not requesting a parking maximum and additional parking may be provided at the Applicant's discretion.
- The requested parking reduction will not adversely affect the site or the adjacent area.
- There are numerous destinations within the vicinity of the site that are easily accessible via walking, biking, or public transit.
- Multifamily visitors could utilize the Metro parking garage or surface lot at any time of the day but would be charged when exiting during WMATA's regular parking hours of operation. Currently, WMATA does not charge during weekends or on federal holidays.
- There are existing provisions in place in nearby neighborhoods to prevent overflow parking.
- Comparable developments show reduced parking ratios and parking demand from the Zoning Ordinance.
  - A study conducted by Nelson\Nygaard shows an average demand of 0.73 occupied parking spaces per bedroom for TOD sites in Fairfax County.
- Given the Property's proximity to the West Falls Church Metro Station, the Applicant will commit to a TDM program to reduce the number of single-occupant vehicle trips by 45 percent.
- Future build-out of the WMATA - West Falls Church redevelopment will increase the pedestrian and bicycle connectivity in and around the site and increase pedestrian and bicycle accessibility to and from the West Falls Church Metro Station.
- There are increasing micromobility and ridesharing options in the area to reduce single-occupant vehicle trips.
- 2021 US Census data shows the following for the Idylwood CDP:
  - 7.3 percent of Idylwood CDP households do not own a car.
  - 39.7 percent of Idylwood CDP workers either work from home or use a mode of transportation other than driving alone to commute to work.
  - 11.0 percent of renter occupied units in the Idylwood CDP have no vehicle available.

- 
- According to the 2022 State of the Commute Survey from the Metropolitan Washington Region, telework replaced nearly half of daily commute trips in 2022.



CONSIDERATION – 1

Acceptance of Fairfax County Master Arts Plan: Facilities

ISSUE:

Acceptance of Fairfax County Master Arts Plan: Facilities

TIMING:

Board consideration is requested on July 11, 2023.

BACKGROUND:

The Fairfax County Board of Supervisors adopted the Visual and Performing Arts Comprehensive Plan Policy Amendment in May 2010 following comprehensive community engagement. That process was headed by Alan Merten and generated the “Merten Report.” The amendment to the Comprehensive Plan was based on its conclusions. The Plan Amendment’s stated objectives and related policy goals for arts venues were identified in the [2017 Edition of the Policy Plan - Visual and Performing Arts \(fairfaxcounty.gov\)](#)

In furtherance of these adopted objectives and policy goals, ArtsFairfax (formerly the Arts Council of Fairfax County) established a Master Arts Plan Task Force (Task Force) to develop the “Cultural Arts Master Plan.” The Task Force members included a wide range of volunteer stakeholders from ArtsFairfax, Fairfax County Government, arts organizations, and other representatives from interested sectors.

The Task Force members determined that it would first establish a Master Arts Plan for Facilities and then a Fairfax County Public Art Master Plan as separate components of the Cultural Arts Master Plan. From 2011 through 2021, the Task Force worked collaboratively with Fairfax County Government to conduct extensive outreach, needs assessment, and benchmarking. Furthermore, the Task Force worked with County agencies as development and redevelopment continued in key County locations such as Tysons, Reston and South County, to do extensive surveying, soliciting community input and more needs analysis in concert with feasibility and visioning studies.

The Task Force also worked with Fairfax County Government to fund and issue a Request for Proposal (RFP) to obtain qualified consultant services to validate understanding of market conditions and sector requirements for facilities. The consultant team was selected in 2017. The consultant team was charged to describe the drivers in audience attendance behavior, as well as to assess the needs of existing venue operators and/or content providers with respect to facilities. Their work began in

January 2018 and continued through delivery of a final report in May 2019. Key findings of the consultant are listed in the attachment to this Consideration Item.

Ultimately, the consultant team results informed an action plan that considers the County's status quo and how to move toward development of new venues for arts audiences and arts content providers alike. With Board of Supervisors acceptance of the *Fairfax County Master Arts Plan: Facilities*, Board of Supervisors offices and County staff, through the County Arts Committee, will have a tool to connect the aspirations of the County's Comprehensive Plan Policy, the goals and objectives of the Countywide Strategic Plan and One Fairfax, and the practical opportunities that present themselves over the next 20-year time horizon of development in Fairfax County.

FISCAL IMPACT:

None.

EQUITY IMPACT:

*The Fairfax County Master Arts Plan: Facilities* (MAP: Facilities) supports a quality built and natural environment, and a parks and recreation system, that is equitable and inclusive by providing a plan for quality arts facilities that are affordable and accessible, and that are distributed in a balanced way. The MAP: Facilities considers the Countywide Strategic Plan and One Fairfax Policy as essential components of its recommendations. As described in the plan document, actions taken to realize objectives of the MAP: Facilities will include application of an equity lens, analysis of relevance to the Countywide Strategic Plan goals, Comprehensive Plan guidance in the Visual and Performing Arts Policy, and robust community engagement consistent with the County's Framework for Inclusive Community Engagement. This plan will provide a deliberately equitable path for the siting of arts facilities throughout the County.

ENCLOSED DOCUMENTS:

Attachment 1: Fairfax County Master Arts Plan: Facilities

STAFF:

Leila Gordon, Executive Director, Reston Community Center

***FAIRFAX COUNTY MASTER ARTS PLAN: FACILITIES***

"Our goals can only be reached through a vehicle of a plan, in which we must fervently believe, and upon which we must vigorously act. There is no other route to success."

– Pablo Picasso

"The arts are not a frill. The arts are a response to our individuality and our nature and help to shape our identity. What is there that can transcend deep difference and stubborn divisions? The arts. They have a wonderful universality. Art has the potential to unify. It can speak in many languages without a translator. The arts do not discriminate. The arts can lift us up."

– Former Texas Congresswoman Barbara Jordan

"The arts cannot be approached as something nice to do... The arts are integral to self-expression. To identity. To culture. To quality of life. And need to be integrated in all of that... [they] reinforce a sense of cohesion and cultural identity. I think that's more important now than ever, given the growing diversity of America. There are lots of artistic expressions, cultural expressions, that need to be seen and heard and performed and experienced..."

– Congressman Gerry Connolly, Virginia Eleventh District  
(Former Chairman, Fairfax County Board of Supervisors)



*Wolf Trap Children's Theater In The Woods*

## Acknowledgments

This plan could not have been achieved without the dedication and expertise of the Master Arts Plan Task Force. Their efforts were supported by numerous subject matter experts within the ArtsFairfax board of directors as well as Fairfax County Government.

### Master Arts Plan Task Force 2009 – 2023

John Mason, Original Chair 2009-11, member thereafter  
 Joe Ritchey, Interim Chair 2011  
 Leila Gordon, Chair 2011 – present  
 Suzanne Bissell  
 Brian Taylor Goldstein  
 Russell Hines  
 Jo Hodgins  
 Michael Liberman  
 Brian Marcus  
 Doug Sanderson  
 Ava Spece  
 Linda Sullivan  
 John Thillmann  
 Caroline Frankil Warren  
 Kohann Williams  
**Staff:** Lisa Mariam, Ricki Marion, Barbara Wilmer

### Fairfax County Board of Supervisors 2023

Chairman, At-Large – Jeffrey C. McKay  
 Vice Chairman, Mason – Penelope A. Gross  
 Braddock – James R. Walkinshaw  
 Dranesville – John W. Foust  
 Hunter Mill – Walter L. Alcorn  
 Franconia – Rodney L. Lusk  
 Mount Vernon – Daniel G. Storck  
 Providence – Dalia A. Palchik  
 Springfield – Pat Herrity  
 Sully – Kathy L. Smith

### Fairfax County Government – Senior Management Team – 2023

#### County Executive

Bryan Hill

#### Deputy County Executives

Christopher Leonard  
 Rachel Flynn  
 Ellicia Seard-McCormick  
 Thomas G. Arnold

#### Chief Financial Officer

Christina Jackson

#### Chief Equity Officer

Karla Bruce

**Fairfax County GIS Team:** Sandra Woiak, Mike Liddle



## Table of Contents

I.	<a href="#">Background</a>	4
	<a href="#">Purpose and History</a>	4
	<a href="#">Further Evidence – Countywide Strategic Plan Development</a>	10
II.	<a href="#">Baseline Arts Facilities Considerations and Conditions</a>	11
	<a href="#">Countywide Strategic Plan</a>	11
	<a href="#">COVID-19</a>	14
	<a href="#">Current Arts Venues: Strategic Planning Outlooks</a>	14
	<a href="#">Existing Art Venues</a>	15
	<a href="#">Arts Venue Gaps – AMS Study Results</a>	20
III.	<a href="#">Relationship to Countywide Strategic Planning and <i>One Fairfax</i> Objectives</a>	22
	<a href="#">Fairfax Countywide Strategic Plan</a>	22
	<a href="#">One Fairfax</a>	23
	<a href="#">Near-term Arts Venue and Activity Potential</a>	24
	<a href="#">Facilitating Planning and Project Successes</a>	30
IV.	<a href="#">Incorporating Arts and Culture Facilities in Creative Placemaking and Revitalization Strategies</a>	32
	<a href="#">Arts and Culture Districts</a>	33
	<a href="#">Business Improvement Districts (BIDs)</a>	34
	<a href="#">Creative Placemaking</a>	35
	<a href="#">Additional Arts and Culture Facilities</a>	38
V.	<a href="#">Financing the Master Arts Plan: Facilities</a>	41
	<a href="#">Financing Tools and Strategies for Implementation</a>	42
	<a href="#">Capital Project Funding – Public/Private Fundraising</a>	45
	<a href="#">Recurring County Financial Support</a>	46
VI.	<a href="#">Implementing the <i>Master Arts Plan: Facilities</i></a>	47
	<a href="#">Case Study Examples</a>	47
VII.	<a href="#">Conclusion</a>	49

## ***Master Arts Plan: Facilities***

### **I. Background**

#### **Purpose and History**

The Fairfax County Board of Supervisors adopted the Visual Arts and Performing Arts Comprehensive Plan Policy Amendment in May 2010 following comprehensive community engagement. That process was headed by Alan Merten and generated the “Merten Report.” The amendment to the Comprehensive Plan was based on its conclusions. The Plan Amendment’s stated objectives and related policy goals for arts venues were identified in the [2017 Edition of the Policy Plan - Visual and Performing Arts \(fairfaxcounty.gov\)](#) Objective 2; Policy g (page 4):

Develop a countywide cultural arts master plan which locates and specifies existing and planned arts facilities to address current and future needs for performance venues for music, dance and theater, community arts centers, exhibition space, media based arts space, artist studios, rehearsal space, classrooms, and conference space. The cultural arts master plan should consider:

- Recommendations from the report of the Commission on the Future of the Arts and other studies on museum and amphitheater space in the county;
- Creation of arts district(s) and appropriate related incentives;
- Options for provision of a large performing arts space containing at least 1,500 seats; and
- Locations for multi-use community-based arts centers each containing up to 500 seats.

To advance County policy regarding arts venues, the Comprehensive Plan Policy for Visual and Performing Arts states in Objective 3 (page 4):

Mitigate the impact of new (or, in some cases, renovation of) arts facilities on surrounding land uses, environment, transportation, and public infrastructure.

- Policy a. Design arts facilities to promote and enhance community identity.
- Policy b. Design arts facilities which are architecturally and environmentally appropriate.
- Policy c. For private development, design, and construct arts facilities and ancillary uses to achieve green building third party basic certification such as Leadership in Energy and Environmental Design (LEED) or a higher rating as specified in the Area Plans.
- Policy d. For new, renovated, or expanded arts facilities and ancillary uses (excluding adaptive re-use of historic structures) undertaken by the county or public-private ventures, design and incorporate green building features to attain green building third party certification consistent with the county’s policy on sustainable development for public facilities.
- Policy e. Plan and locate larger arts facilities in proximity to mass transit or within reasonable access to major transportation routes.
- Policy f. Encourage public-private partnerships that would provide mass transit to major arts facilities.
- Policy g. Consider shared use of large parking garages to support evening and weekend arts events.



In furtherance of these adopted Objectives and policy prescriptions, ArtsFairfax (formerly the Arts Council of Fairfax County) established a Master Arts Plan Task Force (Task Force) to develop the “Cultural Arts Master Plan.” The Task Force members included a wide range of volunteer stakeholders from ArtsFairfax, Fairfax County Government, arts organizations, and other representatives from interested sectors. Upon its creation, the Task Force identified its purpose and vision:

#### *PURPOSE*

To expand community access to and engagement in arts and culture by planning cultural facilities and public art throughout Fairfax County that reflect its diversity, consider existing facilities, and respond to future growth.

#### *VISION*

Fairfax County’s Cultural Arts Master Plan promotes the intersections between community, creativity, the arts, economic vitality, and cultural diversity in Fairfax County; where:

- Arts facilities reflect the distinct personalities of our diverse communities.
- Public art enhances our special places and enriches our daily lives.
- Residents explore their creativity in environments that inspire them.
- Artists create, perform and live.

The Task Force members determined that it would first establish a Master Arts Plan for Facilities and then a Fairfax County Public Art Master Plan as separate components of the Cultural Arts Master Plan. From 2011 through 2021, the Task Force worked in collaboration with Fairfax County Government to provide the following services:



*RCC Lake Anne Jo Ann Rose Gallery*

- Studied benchmark communities (facilitated by the Economic Development Authority.)
- Assessed needed arts facility types.
- Researched consultant services feasible for conducting an arts venue market study and needs analysis.
- Interviewed Fairfax County Board of Supervisors and County Executive team members for additional input and perspective.

Additionally, the Task Force worked with County agencies as development and redevelopment continued in key County locations such as Tysons, Reston and South County. In that context, the Task Force:

- Inventoried cultural assets and developed a mapping tool that provides venue information in a public-facing format to be used by arts practitioners, planners and audiences. (The map is located on the County website here: [Performing and Visual Arts](#))

[Venues \(arcgis.com\)](https://arcgis.com). This map incorporates both Fairfax County-located venues and the arts venues in surrounding jurisdictions.)

- Provided facility and public art information to County agencies investigating needs in the context of Tysons redevelopment.
- Created a public art tool for gathering public feedback about the arts with interactive public art installations.
- Supported Fairfax County Government in negotiations for a proffer establishing a significant performing arts venue as an outcome of the Capital One project in Tysons.
- Surveyed existing County-located arts venue operators (as well as those in the cities of Fairfax and Falls Church) with respect to strategic plans regarding capital facilities. (Cities' venues were included for the practical reason that arts programs in these cities are available to County residents and their arts facilities are a very present reality in the total assets available to County arts groups.)
- Surveyed the strategic planning outlooks of the Fairfax County Park Authority and Fairfax County Public Schools.



*Reston Town Center*

With completion of these Task Force activities, the need to conduct consultant work to assess market conditions and detailed needs analysis remained. The Task Force worked with Fairfax County Government to fund that work and issue a Request for Proposal (RFP) to obtain qualified consultant services. The consultant team was selected in 2017. AMS Planning & Research Corporation (based in Southport, CT) was chosen from two qualified firms. Washington, DC-based Shugoll Research subcontracted with AMS to provide surveying expertise.

The consultant team was charged with conducting a comprehensive market survey and needs analysis to describe the drivers in audience attendance behavior, as well as to assess the needs of existing venue operators and/or content providers with respect to facilities. Their work began in January 2018 and continued through delivery of a final report in May 2019. The consultant team performed these activities:



- Conducted extensive interviews with arts, Fairfax County and community leaders (32 participants across government, education, arts agencies, community-based arts centers, non-profit arts organizations and business sectors).
- Conducted eighteen phone interviews with minority residents of Fairfax County who had also attended a professional arts or cultural event within the preceding two years (30-minute interviews).
- Conducted a needs survey of arts producers and venue operators; 220 public, nonprofit and commercial enterprises (including venue users and operators) were solicited and 58 responded.
- Produced a Situation Analysis, providing documentation of the state of Fairfax County's visual and performing arts infrastructure.
- Utilized a "panel" group of County residents that was statistically valid and demographically aligned to respond to a survey regarding preferences for arts and culture content, styles, and venues.
- Conducted an open survey (same questionnaire as received by the panel) to broaden opportunity for participation in the survey itself.

From the "Fairfax County Market & Needs Analysis – Performing & Visual Arts Final Report / May 2019," the key findings were (emphases added):

1. The market is presently white-collar, diverse, affluent, and growing, with many family households. **The demographic and economic characteristics of the County point toward a high likelihood of engagement in arts activity.**
2. **Residents are enthusiastic for quality programs, more information, and key location features.** Arts consumers have strong beliefs in the value of arts and cultural opportunities – yet they expressed concern that they do not have, or know how to find, information about current offerings. As for location, consumers emphasized convenience in terms of both proximity to home or workplace, and availability of parking near arts activities.
3. **Residents say it is very important for the County to offer high quality arts events, but they are not highly satisfied with the quality (or quantity) of existing offerings.** A significant number also 'do not agree' that existing events reflect the cultural diversity in the County. Resident feedback revealed a gap between the desired quality, quantity, and diversity of programming and what is presently perceived to be available.
4. **Arts facility users define 'venue' broadly and perceive difficulty in accessing space.** The communities within and around Fairfax County have a flexible approach to activating arts space. As inventories and mapping tools continue to be developed, they should be expanded to reflect the many types of venues in use or that offer potential for use.
5. **Availability of venue data is in preliminary stages and can be greatly expanded.** Efforts to collate and publish venue information, both for arts venue users and for the general public, have gathered critical data points (such as parking availability, seating capacity, type of programming offered, and the kind of site where venues are located, e.g., school campus, community center, etc.). The tools should be more user-friendly and branched

to answer questions for prospective users who need technical specifications to pursue venue use opportunities or for attendees who wish to see more detailed information regarding activity and pricing.

6. **Financial constraints impact anticipated growth of the arts sector.** Programmatic growth is forecast by many arts stakeholders who responded to the venue user survey. However, as discovered in the in-depth interviews, financial constraints may limit the extent of the future growth potential of arts organizations.
7. **Public sector support for the arts is perceived to be a low priority.** Leadership interviews and qualitative feedback received through our surveys suggest that public sector support for, and engagement with, the arts sector is minimal. Notwithstanding the presence of several mature, publicly run arts venues in the County, this perception is widely held.
8. **Partnerships are key to successful facility development and operation.** Current and prospective arts venue users described partnerships as essential to successfully developing and activating facilities. Respondents to the needs analysis survey indicated that partnerships, broadly, would provide needed capacity to support the development process for any new facility. Arts providers would seek to partner with mission-aligned organizations (in the public or the private sector) to jointly pursue facility development scenarios if there was an opportunity to do so. Online public survey respondents suggest that residents strongly prefer development of arts venues through funding by private developers rather than using taxpayer money to build venues.
9. **Upcoming projects may accommodate some disciplines and users.** New and renovated facilities slated to become usable within the next five to 10 years will accommodate varied types of users, activities, and prospective audiences. Three new venue projects are committed; others are pending. Both in and near the County, a handful of new projects have announced specific, upcoming development milestones. These projects all represent private sector initiatives with some degree of public financing or other support.

In addressing the overall objectives of the Task Force, the consultant team presented a “gap analysis” in the final report. That analysis revealed four focus targets – Information, Arts Sector, Venues and Public Sector. To address those issues, the consultant team shared 10 observations. (The findings presented here are provided verbatim from pages 7 and 8 in the Final Report, emphases added.)

#### *Information Gaps*

**Information gaps affect all County stakeholders** – from elected officials, who may have a limited understanding of the positive impact of arts and culture, to arts attendees who lack information on where and how to find arts activities in the County.

1. **A significant portion of County residents feel underserved.** Their expectations for the quality, quantity, and diversity of arts and cultural events are not met based on the survey data.
2. **Interest in the arts is strong, but a lack of information on activities and venues prevents consumers from learning about the full breadth of offerings.**

### Arts Sector Gaps

Arts sector gaps affect the capacity, cohesion, and coordination of the arts and culture community that lives and/or works in the County. While some organizations have robust programming, capacity to advocate for their work in the public sphere, and the resources to develop and operate facilities, a majority of arts content creators and providers in the County work within tight margins, small budgets, and have limited ability to grow, absent larger, sector-building initiatives.

3. **Capacity-building support is needed** to assist arts sector leaders and advance organizational development.
4. **The market desires more arts offerings and offerings that are more ‘well-known’ than they perceive to be currently available in the County.** More insight is needed to understand underlying forces in a regional context that may limit artist availability or other content constraints.
5. **Residents have a strong aspirational preference for living in communities with robust, high quality, and diverse arts and culture offerings** but are not fully aware of the offerings in Fairfax County.

### Venue Gaps

Venue gaps exist, such as information and arts sector gaps, more at the systemic level than at an ‘ad hoc’ or specific neighborhood level. Past studies have suggested that a single comprehensive County performing arts facility was not desired by arts organizations and that more neighborhood-serving facilities would better address community needs. This study revealed that there is now a role for central performing arts centers to deliver larger, more popular programming, (Tysons, other urbanizing areas), but that venues serving communities could be various and tailored to the attributes of those communities and the desires of their residents. Attention to specific local needs, coupled with sensitivity to private sector priorities and resource allocation, is strongly suggested to address the gaps below.



*The Boro at Tysons*

6. **The County's approach to developing venues across Districts should be responsive to the needs and desires of individual communities and local populations.** This may require investing in a variety of venue types rather than adopting a “one size fits all” strategy across districts.
7. **Existing and potential venue users may experience difficulty accessing certain public facilities,** due to a lack of information or other factors such as cost, calendar availability, or venue policies.

8. **The available information on venue safety and quality may not align with consumers' top priorities** - safety, convenient access and parking. Patrons may not be aware of currently available information and therefore the range of venues and programs available in the County are not recognized.
9. **Improvements to community-serving venues, complemented by improvements, and better access to the County's premier venues will better serve expressed needs.**

#### *Public Sector*

Fairfax County government and sector leaders embrace the value of a robust arts and culture scene in delivering the lifestyle proposition the County wants to present across its various communities. The challenge, as in all goals of local government, will be in developing strategies that best leverage limited financial resources, development opportunities, and arts organization partnerships.

10. **Advocacy for increased arts support from all sectors (public, private, educational and organizational) is needed** to improve awareness, capacity, and engagement with the County's communities.

Having identified those focus areas and related findings, the consultant team recommended an action plan that considers the County's status quo and how to move toward development of new venues for arts audiences and arts content providers alike. That plan describes the progressive and overlapping roles of community awareness and attachment, community-based funding, and capacity-building – whether related to content delivery, administrative stability or venue development.

With Board of Supervisors acceptance of the *Fairfax County Master Arts Plan: Facilities*, County staff will have a tool to connect the aspirations of the County's Comprehensive Plan Policy, the goals and objectives of the Countywide Strategic Plan and One Fairfax, and the practical opportunities that present themselves over the next 20-year time horizon of development in Fairfax County.

#### **Further Evidence – Countywide Strategic Plan Development**

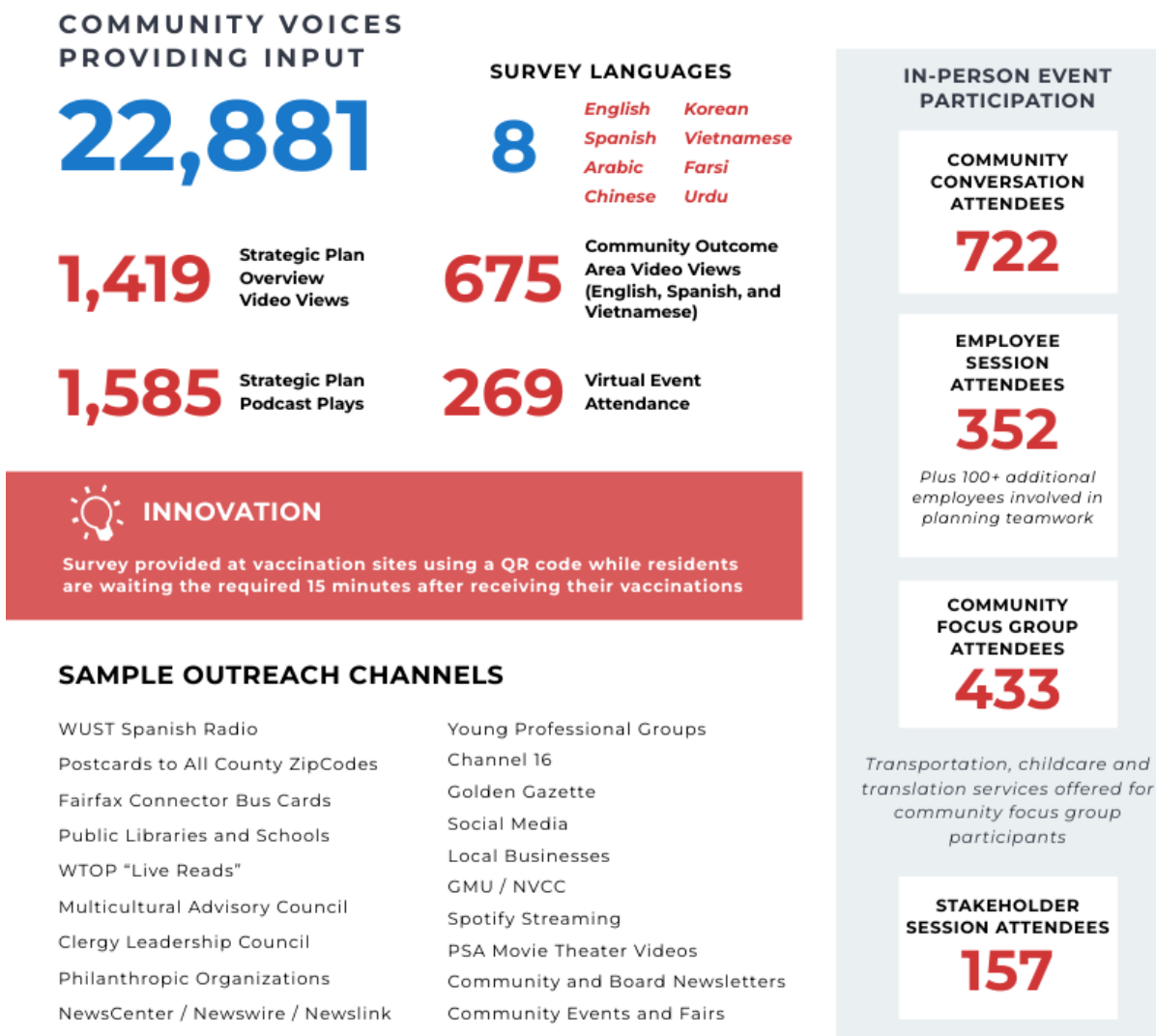
The research results described by AMS Consulting from its market and needs analysis study have been largely affirmed by the extensive research, data review and inclusive community engagement used to develop the first-ever Countywide Strategic Plan. As the planning teams reached out to county stakeholders (residents, businesses, county employees and community leaders), 10 Community Outcome Areas were identified that represented the areas of greatest importance to Fairfax County.



*Tephra ICA Gallery*

Most relevant to the *Master Arts Plan: Facilities* is the *Cultural and Recreational Opportunities* outcome area, which envisions a future where all residents, businesses and visitors are aware of, and able to participate in quality arts, sports, recreation and culturally enriching activities. This vision will be

achieved through a sustained focus on access, overall community satisfaction, and the awareness, appreciation and representation of diverse cultures; these elements were reinforced repeatedly over an 18-month community engagement period as detailed below:



## II. Baseline Arts Facilities Considerations and Conditions

As reflected in Section I, the primary objective of the Master Arts Plan Task Force was to develop a countywide cultural arts master plan focused on current and future arts venues. Since the Task Force began its work, two significant considerations that affect future facilities planning have arisen: how planning for facilities intersects with the County’s strategic planning efforts and how planning must consider the impact of COVID-19.

## Countywide Strategic Plan

Starting in 2019, the county embarked on an intensive process to develop its first-ever Countywide Strategic Plan. The goals of the plan were to develop a clear, long-term vision for the county over the next 10-20 years; integrate and align related countywide plans; prioritize shorter-term county initiatives over the next 3-5 years; and to provide a mechanism to communicate measurable outcomes to the community. The proposed plan was first presented to the Board of Supervisors in February of 2020, but the onset of COVID required a temporary pause in the public process. Ultimately, the Board adopted the plan in October 2021. It is focused on Ten Community Outcome Areas and related indicators of success:

<b>CULTURAL AND RECREATIONAL OPPORTUNITIES</b>	All residents, businesses and visitors are aware of and able to participate in quality arts, sports, recreation and culturally enriching activities.
<b>ECONOMIC OPPORTUNITY</b>	All people, businesses and places are thriving economically.
<b>EFFECTIVE AND EFFICIENT GOVERNMENT</b>	All people trust their government responsibly manages resources, is responsive to their needs, provides exceptional services and equitably represents them.
<b>EMPOWERMENT AND SUPPORT FOR RESIDENTS FACING VULNERABILITY</b>	All people facing vulnerability are empowered and supported to live independent lives to their fullest potential.
<b>ENVIRONMENT</b>	All people live in a healthy, sustainable environment.
<b>HEALTH</b>	All people can attain their highest level of health and well-being.
<b>HOUSING AND NEIGHBORHOOD LIVABILITY</b>	All people live in communities that foster safe, enjoyable and affordable living experiences.
<b>LIFELONG EDUCATION AND LEARNING</b>	All people at every stage of life are taking advantage of inclusive, responsive and accessible learning opportunities that enable them to grow, prosper and thrive.
<b>MOBILITY AND TRANSPORTATION</b>	All residents, businesses, visitors and goods can move efficiently, affordably and safely throughout the county and beyond via our well-designed and maintained network of roads, sidewalks, trails and transit options.
<b>SAFETY AND SECURITY</b>	All people feel safe at home, school, work and in the community.

[Reference: Pages 9-10 of the [countywide strategic plan october 2021.pdf \(fairfaxcounty.gov\)](#)]

In addition to the over-arching goals and Ten Community Outcome Areas, the Countywide Strategic Plan has the following specific drivers that are directly related to the *Master Arts Plan: Facilities*:

- **Equity: Apply a racial and social equity lens to engagement efforts and strategy development.**



The Task Force recommends that proposed facilities be focused on serving Fairfax County’s diverse communities by meeting the requirement “to address the arts in a decentralized and community-oriented approach as well as on a ‘macro basis County-wide’.” This is a complex issue that will require careful consideration as the *Master Arts Plan: Facilities* is implemented. Serving various communities within distinct areas of the County will require consideration of the demographic makeup and resource requirements of those areas.

- ***Inclusive Engagement: Create multiple avenues for community, stakeholder and employee engagement.***

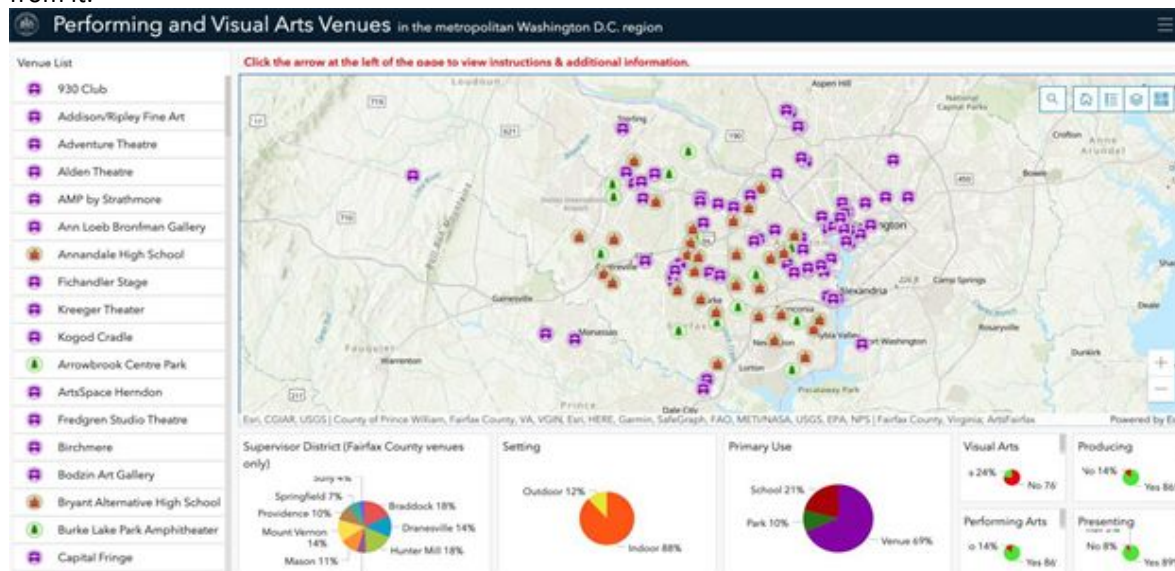
This was a driving consideration throughout research and planning activities as evidenced by the combination of quantitative and qualitative surveying efforts. Extensive analytical data was collected through interviews and personal discussion with a wide range of arts and community leaders, as well as residents of both majority and minority ethnic or racial makeups. In addition, stakeholder operators’ strategic outlooks reflected their existing priority of improving the representation of minorities on boards and in leadership positions, and a desire to present more diverse content to audiences.

- ***Community Outcomes: Define community-focused outcomes and strategies (versus government-centric).***

The 2013 Task Force report describing the need for new arts facilities noted “Existing County assets...should be *considered and strengthened* [italics added for emphasis].” The report further described “The County’s assets that support the arts – specifically those operated by the Fairfax County Public Schools and the Fairfax County Park Authority – should be key components.” The assets controlled by those two entities are uniquely positioned and resourced to facilitate greater access to arts and culture in County neighborhoods.

- ***Data: Use data-driven insights and evidence-based strategies.***

The statistical and analytical validity of the AMS project is substantial; the recommendations were thoroughly grounded in the data and background research within the reports generated from it.



Performing and Visual Arts Venue Map

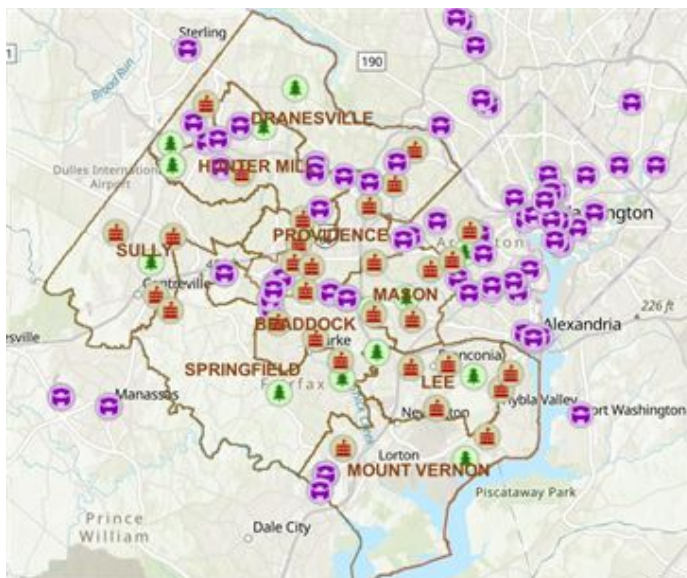
## COVID-19

As existing facilities are renovated and new facilities are built, consideration should be given not only to operations in a pandemic environment but also to how the pandemic – and the recovery from it – may affect the timing of projects’ progress, development, or redevelopment. This applies to use of facilities as community resources (e.g., arts centers, community centers) and the operational changes needed for audience safety (e.g., virtual presentations, reduced capacities, changed layouts). Arts and culture activities are important assets that provide people with support, reassurance, and a sense of community in an otherwise turbulent environment. They play a critical role by supporting positive mental health and offering public education to the community which may ease stress caused by lockdowns or other public health directives.

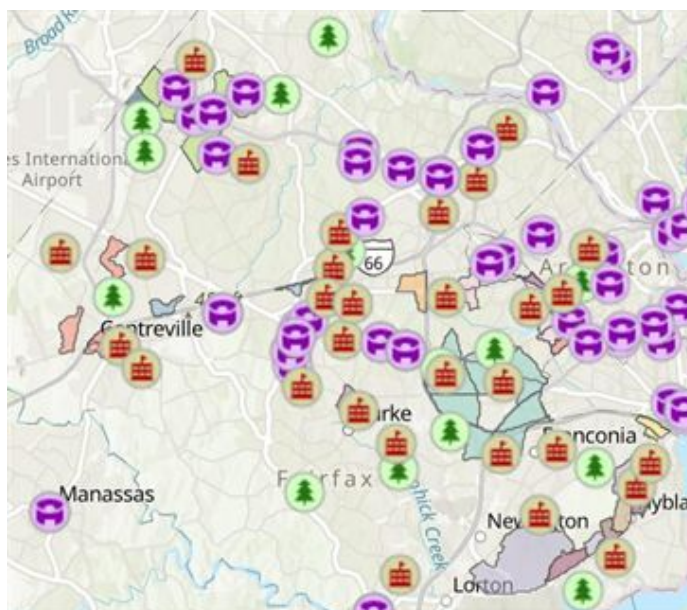
Building the resilience of arts venues and organizations will be critical to their long-term sustainability. As venues are built and renovated, consideration of features like HVAC systems, box office and seating functions, amenities design (e.g., lobbies, restrooms, offices) and how people might function during a pandemic in these buildings should all be considered during planning phases.

## Current Arts Venues: Strategic Planning Outlooks

Existing conditions and facility development planning are foundational to the Plan. Several existing venues anticipate renovations or building within five to ten years. Current approved development projects across the County include new arts venues and/or public gathering locations that are intended to support arts activities; these projects have time horizons extending from one to 20 years. This section describes the status of arts facilities in 2020 and is based on



*Performing and Visual Arts Venue Map by District*



*Performing and Visual Arts Venue Map: Opportunity Neighborhoods*



data collected from venue operators in 2014 and subsequently updated in 2019. COVID-19 could well alter the trajectory of those planned endeavors.

### Existing Arts Venues

Fairfax County and the cities of Fairfax and Falls Church contain many arts venues, presented here in these categories:

1. Publicly Funded – Organized as public agencies or land with substantial funding derived from government resources.
2. Private Nonprofits – Organized as IRS 501(c)3 entities and receive a combination of both private and public funding support.
3. Incorporated Cities/Towns – City of Falls Church, City of Fairfax, Towns of Herndon and Vienna.

The information provided in the table is condensed and based on content provided by the respective operators. Additional detail is available on their respective websites. The highlights provide key data points that influence the facility-related future planning of each entity. Like other private and public capital projects, the planning outlook for arts venues has been impacted adversely by the COVID-19 pandemic, resulting in a loss of momentum, revenue or fundraising activities.



South Lakes High School Theater

#### Publicly Funded – Organized as public agencies or land with substantial funding derived from government resources.

NAME (Asterisk indicates a venue name)	FUNDER(S) (Excluding earned revenue)	TYPE (Performing Arts, Visual Arts, Both)	OUTLOOK HIGHLIGHTS
Fairfax County Public Schools <i>17 high school venues</i>	Local Government, State	Both	FCPS continues to operate arts venues that focus on academic requirements, highly limiting the access to the facilities by local arts organizations. Additionally, FCPS facilities have some technical limitations. Arts partnerships could prove productive.
Fairfax County Park Authority <i>16 venues; 10 series (2019) Projected additions via development.</i>	Local Government	Both	Venues are located throughout Fairfax County. Expansion is tied to proffers; Tysons plans include many outdoor entertainment options to be operated by the FCPA. Current summer concert offerings are funded through private contributions. Arts Education offerings provided at FCPA RECenters. RECenter funding model anticipates near full cost recovery through fees.
George Mason University <i>*Center for the Arts *Harris Theater</i>	State, Local Government; private sector giving, including corporate and foundation	Both	GMU has ambitious plans for renovations to their two primary performing arts venues; the smaller, Harris Theater, reopens in January 2022 with expanded lobby and backstage spaces. The Center for the Arts renovation is currently in a study phase. Rentals, while welcome as calendars permit, will not be a primary business line.

* Gillespie Gallery of Art *Buchanan Hall Atrium Gallery			The GMU Visual Arts have an increasingly active public exhibition program in two main galleries on the Fairfax campus, produces a series of large-scale mural projects and has established a strong digital presence.
McLean Community Center *Alden Theater MCC Hosts: *McLean Project for the Arts in the Emerson Gallery *Atrium Gallery	Small Tax District (No. 1)	Both	Substantial renovations to McLean Community Center were completed in 2019, but those didn't include program space dedicated to arts activities. Small District 1-based organizations are provided rental access. A professional touring artist season is presented. MCC will be exploring arts pop-ups, placemaking and events in the community in the coming years. MCC is working closely with the Dolly Madison Library to create joint programming and with the Fairfax County Park Authority to support the development of an arts campus that will connect MCC, the library, and McLean Central Park; the effort will make this community area accessible physically with pedestrian paths and offer coordinated programming to strengthen a joint vision for arts, literacy, and culture to be celebrated and enjoyed.  McLean Project for the Arts (a local non-profit) provides visual arts programs and exhibits. They are exploring additional venue development in conjunction with Fairfax County Park Authority.
Northern Virginia Community College *Richard J. Ernst Community Culture Center *Verizon Gallery	State, Local Government	Both	Both the College's programming and local rentals are accommodated. State funds are restricted to use for student-only purposes; therefore, direct costs for the arts venues must be recovered in full. Some fundraising is anticipated to further develop facility improvements. Local arts organization use comprises about 70% of activity; resulting rental fees provide revenue to offset direct costs.
Reston Community Center *the CenterStage *Community Room *Jo Ann Rose Gallery	Small Tax District (No. 5)	Both	Small District 5-based organizations are provided rental access. A professional touring artist season is presented in addition to the locally produced performances. Visual arts classes are offered by RCC, and exhibits are mounted by local artists, RCC students/teachers and local visual arts organizations. RCC anticipates exploring options for new venues in conjunction with the Reston Silver Line corridor development.

**Private Nonprofits – Organized as IRS 501(c)3 entities with some public funding; except Capital One Hall which is uniquely funded by Capital One Bank but is included here as it is a private operating entity.**

NAME	FUNDER(S) (Excluding earned revenue)	TYPE (Performing Arts, Visual Arts, Both)	OUTLOOK HIGHLIGHTS
1 <sup>st</sup> Stage	Private sector giving; Government grants	Performing Arts	The organization is currently located in The Spring Hill Business Center and uses 12,000 square feet of flex office space converted into a unique 110-seat theatre, office and library. Anticipates becoming the resident organization in

			the proposed new development project <i>The View</i> in the planned 199-seat venue.
BalletNova Center for Dance <i>*Fredgren Studio Theatre</i>	Private sector giving; Government grants	Performing Arts	BalletNova Center for Dance hosts in-house and rental performances in its 175-seat black-box theatre. Designed with features specific to dance performance, the Fredgren Theater offers a 50' x 27.5' performance space with 14' ceiling; wood-sprung, Marley-covered flooring; state-of-the-art professional theatrical lighting and sound systems; black traveler and two sets of legs on each side; and studio space/green room options. Hosts in-house and rental performances.
Capital One Hall <i>*The Main Hall</i> <i>*The Vault</i> <i>*The Perch</i>	Unique private sector funding from Capital One Bank	Performing Arts	Capital One Hall has moved from “anticipated” to a completed and operating status as of 2021. It provides access to its calendar for Fairfax County arts non-profits via a unique proffer to the County.
Tephra Institute of Contemporary Art (formerly Greater Reston Arts Center)	Private sector giving; Government grants	Visual Arts	Tephra Institute of Contemporary Art leverages partner relationships to provide a major arts festival annually (Northern Virginia Fine Arts Festival); professional gallery exhibits; major public art installations; arts education activities. Future expansion is dependent on Reston Town Center developer interest.
McLean Project for the Arts <i>*Emerson Gallery</i>	Private sector giving; Government grants; in-kind resident status at MCC	Visual Arts	McLean Project for the Arts is hosted by the McLean Community Center; it offers both exhibits and visual arts education services. They are interested in expanding facility operations to additional McLean/Tysons location, dependent on fundraising (capital campaign). A possible partnership with the Fairfax County Park Authority is being discussed.
NextStop Theatre	Private sector giving; Government grants	Performing Arts	NextStop is currently operating a warehouse-type venue in Herndon. It anticipates the potential to relocate to a “Herndon Arts Center” if that project materializes in a fashion that offers a more suitable space for the theatre’s work.
Pozez Jewish Community Center of Northern Virginia <i>*Smith-Kogod Cultural Arts Center</i> <i>*Chaiken Auditorium</i> <i>*Pozez JCC Bodzin Art Gallery</i>	Private sector giving; Government grants	Both	Recently completed renovations provide enhanced performance space. Both rental and presented performances are accommodated. Further facility improvements are anticipated (Chaiken Auditorium). Parking limitations present challenges. Visual arts are accommodated with both exhibits and education offerings in the 3,600 square foot renovated historic property. Storage, loading dock and other “back of house” features remain a challenge of the property.
Wolf Trap Foundation for the Performing Arts <i>*Filene Center</i> <i>*The Barns at Wolf Trap</i>	Private sector giving; in-kind support; government grants	Performing Arts	Wolf Trap is America’s only National Park for the Performing Arts. Its relationship to the National Park Service (NPS) offers substantial benefits, but the Foundation remains largely responsible for the capital projects related to campus facilities. NPS facilities (Filene Center, Children’s Theatre in the Woods) will require substantial private fundraising to realize the capital investments required by their age and to adapt to

<p><i>*Children's Theatre-in-the-Woods</i></p>			<p>changing production and audience needs. Current renovation projects are being completed for audience amenities. Future capital projects are contemplated as part of a Master Planning process currently underway with the NPS. The competitive context for the Wolf Trap offerings is of critical importance to its success; it depends on its regional draw and reputation as a premier presenter of nationally and internationally recognized artists. Wolf Trap also supports a nationally recognized "early childhood learning through the arts" resource for educators and has a longstanding partnership with Fairfax County Public Schools to deliver these programs in early learning classrooms across the County.</p>
<p>Workhouse Arts Foundation  <i>*Workhouse Arts Center Campus (with 12 galleries)</i>  <i>*W-3 Theatre</i>  <i>*Rizer Pavilion</i>  <i>* Lucy Burns Museum</i></p>	<p>Government grants; in-kind support (Fairfax County government); private giving</p>	<p>Both</p>	<p>The Workhouse Arts Center is an historic redevelopment and repurposing of the former District of Columbia prison. On a 55-acre campus, it is now the home to approximately 85 artists and associate artists who maintain working art galleries open to the public. It also has a large and upgraded public Quad supported by a very large fixed-tent (the Rizer Pavilion) suitable for concerts and other performances. In addition to the artists' individual galleries, the Workhouse runs three centralized major galleries used for exhibits and performing arts. Art-focused educational classes are run year-round throughout many campus buildings, along with a summer arts camp for children. The Workhouse runs a grant funded Workhouse Military in the Arts initiative to maximize the healing powers of the arts to veterans and their families. The campus also supports many community events such as fireworks, Brewfest, the annual Art 'Collect' celebration and haunted trails during Halloween, among others. Several community markets are sponsored on the weekends, and many Workhouse facilities are also available as rental opportunities for private events. Exploration of significant arts-related storage capability on the campus for things such as scenery, costumes, props could occur. While the Workhouse is challenged by location, zoning, historic preservation and redevelopment cost constraints, it came through the pandemic on a strong footing and pivoted during the pandemic to offer many virtual and safe-distanced programs and opened the Lucy Burns Museum with private funding. The museum celebrates the American Suffrage movement and the history of the Lorton prison. Following the pandemic, the Workhouse is poised to return to normal activities under the leadership of a newly appointed President and CEO. The Workhouse and Fairfax County also have a County/Workhouse Steering Committee aimed at promoting and further energizing the campus. Concurrent with renovating two buildings fronting on Rt. 123, the County is developing a master plan for further enhancements at the Workhouse. In the future, the</p>

			Workhouse hopes to further explore and activate a music amphitheater on campus.
<b>Incorporated Cities/Towns – Falls Church, City of Fairfax, Towns of Herndon, Vienna</b>			
<b>NAME</b>	<b>FUNDERS</b>	<b>TYPE (Performing Arts, Visual Arts, Both)</b>	<b>OUTLOOK HIGHLIGHTS</b>
City of Falls Church <i>*Creative Cauldron</i> <i>*Falls Church Arts</i>	Government grants; private giving	Performing Arts  Visual Arts	The Creative Cauldron venue provides a home for its own producing/presenting/rental functions. Space/facility constraints include the small house size of the theatre (92 seats). Falls Church Arts has a dedicated gallery that is used for regular exhibits and classes. It is located at 700-B West Broad St. in Falls Church, VA.
City of Fairfax <i>*Sherwood Community Center</i> <i>*Old Town Hall</i> <i>*Historic Blenheim</i> <i>*Veterans Amphitheater</i> <i>*Fairfax High School</i> <i>*Lanier Middle School</i>	Government funding for facilities (City); government grants; private giving largely via funding to user groups	Both	The City of Fairfax is the operator for these venues; however, there are challenges to their use. Performance space in the venues is not dedicated; simultaneous functions occur frequently. Historic property has limitations to technical support. Each performing area of the venues is not associated with dedicated technical systems and support space (curtains, lighting, dressing rooms, storage, etc.) so added rentals occur for those purposes. Plans include possible collaboration with George Mason University and expansion of City of Fairfax support for arts purposes.
Town of Herndon <i>*Herndon Community Center</i> <i>*ArtsHerndon Center</i>	Government funding (HPRD); Town also makes an allocation that supports ArtsHerndon. Private fundraising as well.	Both	Herndon Parks and Recreation Department offers instruction in performing and visual arts topics at the Herndon Community Center.  ArtsHerndon operates ArtSpace for the benefit of visual and performing arts organizations, audiences of those and sponsored activities. Rentals are a business line as well.
Town of Vienna <i>*Vienna Community Center</i> <i>*Town Green</i> <i>*Bowman House Arts and Crafts Center</i>	Government funding from the Town of Vienna via the Parks and Recreation department funding and capital projects; private giving (limited)	Both	Recent (2017 onward) renovations improved the auditorium capabilities. The roof of the Bowman House Arts and Crafts Center will be replaced in conjunction with the adjacent Police Department roof.  The Parks and Recreation department envisions expanding summer outdoor events. The Town's Parks and Recreation department provides arts education options.

### Arts Venue Gaps – AMS Study Results

As a function of its 2019 work for Fairfax County, AMS Consulting conducted a survey of arts organizations and arts venue operators. The survey revealed three kinds of facilities needed to fill current gaps in resources:

- Performance and storage spaces – followed closely by rehearsal space.
- Presentation/exhibition space – art galleries, other types of art display venues.
- Specialized space – e.g., recording and digital media studios, “messy” and/or maker spaces.



*ArtSpace Lofts in NE, Washington, DC*

Another key finding noted that “Cost is the primary consideration for arts organizations when selecting a venue.” More than 35 facilities not intended for arts programming (e.g., churches, private schools, parks, community centers) were used by arts presenting organizations due to cost and calendar availability. Further, arts organizations in Fairfax County often use facilities located outside the County (e.g., Rachel M. Schlesinger Concert Hall and Arts Center at Northern Virginia Community College in Alexandria, VA.)



*Mamaloques at 1st Stage*

In addition to the difficulties related to facility availability and cost, arts organizations and presenters confront information sharing challenges that must be addressed in tandem with efforts to develop both existing and new arts infrastructure. Successfully marketing the arts must address both specific events and communicating the intrinsic value of arts facilities’ presence in the County’s arts landscape or the arts organization that is presenting the event. These requirements are cost-labor-time intensive and drastically

underfunded. Broad community awareness of arts organizations, opportunities and venues is a precursor to successful fundraising, program expansion and new facility development.

Successful placemaking strategies and the Fairfax County vision for its communities of the future include arts infrastructure that enlivens newly built mixed-use projects, and that make arts experiences more universally accessible. These experiences should be both intentional (purchasing a ticket to go to an event) and accidental (happening upon public art or a free performance in a park).

The desire for these venues by the public and private sectors is evidenced in the array of developer-proffered or privately developed arts venues (as of 2020). Anticipated venues in varying stages of approvals and plans are described in this table:

## Planned New Venues

PROJECT/LOCATION	VENUE(S)	TYPE (Producing, Presenting, Rental, Combination)	NOTES
<p><i>*Capital One Hall, Tysons Capital One campus.</i></p> <p><i>*The Hall</i></p> <p><i>*The Vault</i></p> <p><i>*The Perch</i></p>	Includes the Hall a 1500-seat main hall for music and other performances, the Vault a 250-seat black-box theatre, and the Perch outdoor rooftop amphitheater.	Hosts in-house Capital One activities, presenting (professional touring artists) and dedicates 15% of the calendar for community use in fulfillment of its proffer obligations.	Opened October 2021
<i>City of Fairfax</i>	Planning underway to incorporate a new arts center within development focused on the downtown area.	Anticipates presenting, producing and perhaps rentals; current planning contemplates an 800-seat traditional proscenium venue and a black-box type of venue. Possible collaboration with GMU.	No fixed date yet for projected opening. Potential relationships across a variety of fronts; could involve state, city and county resources.
<i>*The Floris Conservatory</i> Northeast corner of the intersection of Centerville and Ox Roads; adjacent to Fairfax County Park Authority property.	Teaching studios, conference center, professional recording studio, 300-seat recital hall, outdoor amphitheater, ancillary spaces/uses.	Focus on arts education. Rental options. Related profit-making enterprise options.	Land privately purchased October 20, 2017. Initial plan approved by the Board of Supervisors June 6, 2017. Challenge: Construction funding. Projected opening TBD. Could be a hybrid (private/nonprofit) enterprise.
Town of Herndon Proffer from COMSTOCK to provide 18,000 square feet of developable space for an arts center.	A visual and performing arts venue that might serve Herndon-based nonprofits such as NextStop Theatre and the current ArtsHerndon programming.	Visual and performing arts; arts education; rentals.	Plans remain in development (2023); Fairfax County government has made a total contribution/commitment of \$6.2M to the project.
<i>The View</i> At the intersection of Route 7 – Leesburg Pike – and Spring Hill Road in Tysons.	Black-box theatre (199 seats); 12 outdoor performance areas; public art	Proposes housing the <i>*1<sup>st</sup> Stage Theatre</i> , a producing professional theatre. Requires the tenant provide the buildout.	Anticipated theatre completion date: unknown. Note: The landowner has not yet filed plans, nor has financing been established.
<i>Reston Town Center (aka Reston Gateway)</i> Adjacent to the touchdown site of the Silver Line Reston Town Center Metro Stop.	Block J; Up to 60,000 square feet of developable space for a performing arts center.	Must be community-serving. Community demand exists for a 500-seat venue supporting large footprint music, dance, theatre; visual and	The County notified the owner on January 24, 2023, of its desire to accept the proffer. The point made upon that unanimous acceptance was that no funding

		digital arts; school-produced arts events.	strategy had been developed for the capital project financing or ongoing operation as yet.
City of Falls Church <i>Creative Cauldron</i> New home in the Broad & Washington project proffered by Insight Property Group.	5,000 square foot black box theater and classroom space.	Producing Theatre and Educational Programs; Presenting Concert Venue.	Estimated occupancy 2024.
<i>Original Mount Vernon High School</i>	The Original Mount Vernon High School (OMVHS) is a county-owned facility located at 8333 Richmond Highway on a 22-acre property. The overarching vision of Phase I is to leverage the former high school facilities for optimum support to the goals for community development.	Must be community serving – objective is to build communities of opportunity, create career pathways, connect different generations and support residents’ economic success. The theatre facility is envisioned to be integral to social and community-supporting activities and events.	The County has funding in the CIP FY22-26 for \$86.5M for renovation and adaptive reuse; anticipated completion in Fall 2024.  Request for Interest process was initiated in April 2022 and closed on May 30, 2022, for potential users of the theatre. RFP pending.
Sully District: Chantilly Arts Hub <i>Westfields Development</i>	Black box theatre suitable for dance/music performances.	Community-serving	Sup. Smith is monitoring the progress of discussion with the developer.

### III. Relationship to Countywide Strategic Plan and *One Fairfax* Objectives

#### Fairfax Countywide Strategic Plan

The availability of arts, sports, culture and recreation are foundational to the overall quality of life and well-being of Fairfax County residents and visitors, and they contribute significantly to our community’s social connectivity and health. These programs also play a critical role in supporting the regional economy, through the sale of goods and services, employment, and events revenue.

Despite reduced demand for large, in-person events during the pandemic due to social distancing requirements, arts and cultural opportunities have experienced a dramatic resurgence, as residents and visitors eagerly returned to a sense of normalcy and renewed community connections. Throughout 2020 and much of 2021, parks and other outdoor spaces served as invaluable community resources for safe gathering, exercise, and promoting overall health and well-being in spaces that also featured public art. However, the financial impact on arts and culture persists, and county programs and community organizations must come together in new ways, building on long-standing partnerships among economic development entities, community groups, schools, and private businesses. It will be necessary to ensure that these collective efforts reflect the diversity of the community, which includes many different languages and cultures.

The proposed strategies in the Countywide Strategic Plan seek to sustain forward momentum, with a focus on the need for well-maintained spaces and programs and services that constantly adapt to the



needs of county residents and visitors. The recommended approaches in the plan focus on quality programming, equitable access, and broad inclusion and awareness of the many arts and cultural opportunities that are available throughout Fairfax County.



*Wolf Trap National Park for the Performing Arts*

*The Master Arts Plan: Facilities* provides recommendations that align with the Countywide Strategic Plan's Ten Community Outcome Areas and Indicators of Success, and the AMS Consulting market and needs analysis of the County arts ecosystem. These recommendations are primarily concentrated within the *Cultural and Recreational Opportunities* outcome area, but also touch on several others, including *Economic Opportunity, Housing and Neighborhood Livability, and Lifelong*

*Education and Learning.* Multiple strategies within the plan include consideration of existing venues, near-term development-related opportunities, and focused activities to ensure that “all residents, businesses and visitors are aware of and able to participate in quality arts, sports, recreation and culturally enriching activities.”

## **One Fairfax**

Equally important is making explicit arts connections to the objectives of the Fairfax County *One Fairfax* policy. This policy is fundamental to redressing inherent inequities of resource allocation that have been precipitated by historical structural racism as manifested in land-use, education, human services and other key components of government activity that intersect with human potential. As the County endeavors to address and correct the deficiencies created by discrimination, the arts community can provide important resources to those endeavors. These are critical to realizing more robust near-term arts activity and connections to people in underserved neighborhoods in Fairfax County.

By better activating Fairfax County's existing public facility assets with arts uses, both the neighborhoods served by those assets and the arts ecosystem will benefit. Greater public awareness and audience growth can occur. These outcomes will be essential to recovery from the devastating impacts of COVID-19 to arts organizations. Similarly, involvement in arts activities provides healing and revitalizing support to youth.

Equity and diversity goals should be paramount in the development of venues that will support arts activities from ethnically diverse perspectives and approaches. Textiles, culinary arts, artisan experiences and encountering those are visual arts experiences with strong connections to culture.

Wherever communities have developed groups or outlets for these, audiences can be encouraged in facilities that are adapted or built to showcase them.

Families with young people involved in arts education feel stronger bonds with their community and academic success is typically enhanced. The expanded role of creative endeavors in providing support to school communities during the pandemic illustrate the power of the arts to address a crisis of that magnitude. Expanding arts connections to the County's *One Fairfax* policy goals will build resiliency and offer outlets for achievement.

### Near-term Arts Venue and Activity Potential



*RCC Crafternoons – Collaborative Program with Opportunity Neighborhood Reston*

The current map of arts venues ([Arts Venue Dashboard](#)) can be used to view correlated mapping of economically disadvantaged areas of Fairfax County ([Aligning Efforts for Success: Economic Inclusion](#)) to see how or where underserved populations might be connected to more arts opportunities. The following recommendations identified in the Countywide Strategic Plan describe the key approaches needed to assure that there will be a focus on transforming islands of disadvantage (areas where residents face economic, educational, health, housing and

other challenges)– into **communities of opportunity**, where access to arts and culture can be equitably represented:

- **Understanding Opportunity and Vulnerability:** Using data and analytical tools to better understand the dynamics of opportunity and vulnerability within Fairfax County.
- **Targeting Interventions to Build Opportunity:** Promoting the development of targeted, strategic interventions in low-opportunity areas to build and reinforce critical support structures for residents and businesses.
- **Targeting Interventions to Connect to Opportunity:** Intentionally connecting low-income and other marginalized residents to existing opportunities.
- **Encouraging the Development of an Inclusive Economy:** Building on Fairfax County's strong economy through expanding opportunity for broadly shared prosperity, with a focus on people who face the greatest barriers to advancing their own success.

[Reference: Page 6 of the [countywide strategic plan october 2021.pdf \(fairfaxcounty.gov\)](#)]

Among the existing public assets and agencies where a stronger arts presence can be established are the key facilities and program initiatives of Fairfax County Public Schools, Neighborhood and Community Services and Fairfax County Park Authority.

*Existing Fairfax County Facilities and Programs –  
Opportunities for Arts Connections*

*Fairfax County Public Schools*

Fairfax County Public Schools (FCPS) operates a total of 22 high schools, 23 middle schools, and 3 secondary schools with (primarily) performing arts venues and arts features for the benefit of its students and families. These facilities are equipped with lighting and digital sound systems. The calendaring process for use of these venues is committed first to the advancement of the individual schools' curriculum goals (primarily rehearsals, performances and exhibits), testing needs of the individual schools, and special activities such as guest lectures or school-wide programs.



*Fairfax High School*

In addition to this first tier of priorities for FCPS facilities, “community use” rentals of their theatres by outside entities is arranged by the school in conjunction with a central FCPS office. There are challenges to these rentals for outside nonprofit arts organizations. The main difficulties they encounter are:

- The opportunity to schedule the space is usually too late in an organization’s planning cycle to be useful.
- Outside organization dates are not secure from being removed from the schedule should the school decide that it requires the venue.
- Weather decisions are dictated by FCPS for the entire County regardless of local conditions that may be less severe and amenable to a performance occurring.
- In order to utilize the performing arts equipment, 1-2 student technicians must be hired and funded. The number of technicians and hours are dependent on the needs of the event. Organizations may not operate technical equipment; a FCPS student technician or faculty supervisor, who have been trained on the equipment, must be obtained.
- Technical capabilities of each of these venues are subject to FCPS repair and maintenance schedules, available technician support, equipment being detailed to other parts of the school and other factors that can adversely impact the quality of the presentation.

To make the arts a more integrated aspect of the County’s varied communities, FCPS venue use policy and procedures should be evaluated for ways to improve connections to nearby arts organizations and bring the arts more robustly into the non-curricular school calendar. This work must be done in concert with the overarching curriculum goals of the school system. Of note, there are many examples of integration throughout the country that can serve as models. [see also:

<https://www.brookings.edu/blog/brown-center-chalkboard/2019/02/12/new-evidence-of-the-benefits-of-arts-education/>; <https://www.bpsarts.org/bps-arts-expansion.html>; <https://www.ingenuity-inc.org/creative-schools-fund/>; <https://www.artsaccessinitiative.org/>]

A local example of how a high school facility and its curricula can intersect with arts and culture interests can be found in the Fairfax Academy for Communications and the Arts, which is housed in Fairfax High School (FHS). The Academy offers outstanding opportunities for high school students with career interests in fine and performing arts, design and communications. Advanced career elective courses, in eleven academic areas, incorporate current industry technology and instructional techniques. Advanced arts elective courses include Dance, Fashion Careers, Music and Computer Technology, Musical Theatre

and Actor's Studio, Professional Photography Studio, Television and Media Production. Four additional classes, in the language fields of American Sign Language, Arabic, Chinese and Korean, provide accelerated language instruction.

Students attending Fairfax Academy explore college and career options in arts and communications fields, develop marketable career skills for entry level work, and build an academic foundation that prepares them for success in college. The high school enjoys the positive benefits of a special relationship between Fairfax City and Fairfax County School Boards. Approximately 35 percent of FHS students live in the City of Fairfax, while the other 65 percent reside in Fairfax County. The school also serves as a community center for the City of Fairfax; it's the venue of choice for many evening and weekend community programs. In 2007, a significant \$54M renovation provided new capabilities to integrate community enjoyment of the events hosted at the school while maintaining the academic requirements for the student body.

Many FCPS high school auditoriums are utilized by local faith communities for worship services. These specialty facility spaces foster partnerships that serve diverse community members and needs. FCPS and the County can explore the potential as well for shared warehouse access to scenery, costumes and props if suitable space for such a program can be identified and managed.

*Fairfax County Neighborhood and Community Services: Opportunity Neighborhoods*

There are other ways to integrate FCPS facilities within larger County efforts for enhancing services to the communities within which they are located. There are distinct advantages of FCPS sites with respect to equity considerations. Key elements that can make these sites useful to advancing arts integration are:

- Facility proximity to neighborhoods allowing for ease of access to the venue.
- Established trust between the school and families (whose situations may include poverty, immigration challenges, or other barriers) can encourage and support participation in neighborhood and community arts and culture activities.
- The facilities have features to support childcare and supplemental nutrition as components of arts or culture events.
- Opportunities can be created for students to participate in and present activities and performances that showcase their families' ethnic and cultural traditions. These can in turn become rich resources for arts organizations seeking to expand content and participation.

Fairfax County leadership in human services and education should work cooperatively to advance connections that serve the above objectives within the structure of the County's "Opportunity Neighborhoods" (ON) programming. [see also: <https://www.fairfaxcounty.gov/neighborhood-community-services/prevention/opportunity-neighborhoods>] Opportunity Neighborhoods have been established in key areas of the County (Annandale, Bailey's Crossroads, Mt. Vernon and Reston/Herndon) to facilitate "collective impact from collaborative effort" among the County school system, human services system, local nonprofit sector, local business community and local faith communities, working alongside community members. As this program evolves, more ON projects are likely to be initiated. Fundamental to the success of those initiatives is centering the needs and voices of residents in the design and oversight of services provided.

Opportunity Neighborhoods respond to the key attributes of each designated service area and its residents. The existing ON programs could expand integration of arts and culture within the context of each neighborhood. In all the ON areas, schools are integral to the work of boosting the academic and

social success of youth and families. As an example, in the RestON program, because of the longstanding commitment of the larger Reston community to integrate the arts in daily life, there are many arts options for youth and families. Visiting artists perform in the local middle and high schools. Fee waivers are available for Reston Community Center arts education offerings and professional artists' performances. Arts elements are included in the neighborhood-based special events established by RestON.

Similarly, the Original Mount Vernon High School (OMVHS) campus is anticipated to include a range of programming: theatre, childcare, employment services, workforce training, business (perhaps including food service) incubators, nonprofits' co-location, and government services in a comprehensive and integrated facility. The report from the 2015 OMVHS Task Force examined how to repurpose the campus and established the priority to create a "Mt. Vernon and Lee Community Center." As noted in that report, [<https://www.fairfaxcounty.gov/topics/sites/topics/files/assets/documents/pdf/mount-vernion-hs-task-force-report.pdf>] the center would be "a destination for local residents to gather and enjoy performances in the auditorium, educational classes and seminars, and possibly catered events in the library or the commercial cafeteria that could be transformed into a coffee house/bakery with guest artists performing in the evenings." (page 4 of the report)

Strengthening and accelerating the renovation associated with the OMVHS project will be critical to fulfilling these goals. The campus can become a cultural magnet in the Route One corridor and greatly enhance the sense of community. The existing theatre in this complex should build capacity within the Route 1 corridor with support for the following types of activity:

- Arts education activities for youth – specifically performing arts and visual arts activity zones including performances and exhibits.
- Venue management and technical support to facilitate safe and high-quality rental options to local arts organizations.
- Technical capabilities that will support touring artist events, lecturers, film screenings and other cultural activities.
- Connecting the venue and related activity zones to job training (catering, teaching, craft sales, etc.)

While the Opportunity Neighborhoods (ON) initiative is still evolving and expanding, further connecting those programs to nearby arts resources is recommended. That connection would advance greater access to, knowledge about, and participation in arts and culture by residents and audiences who may previously have felt unwelcome or uncomfortable engaging. The County should support and encourage outreach to the non-profit arts sector by ON leadership. Involvement from arts organizations can broaden arts programming content as well as the arts organization staffs and leadership. Ultimately, forming new and mutually supportive relationships can lead to positive change and growth within both communities and arts organizations.

Keys to success will be the willingness of all parties to be flexible, to disrupt any likelihood of privileged access and to seek funding for sustainability of new relationships. Dismantling hierarchies and systemic exclusion patterns will be challenging, particularly in places where resources have been scarce. Expanding access and building partnerships can overcome these barriers. Because schools are a primary means for families to advance their children's success, linking arts and culture to ON and local schools is essential. Beyond the obvious benefits to the constituency directly served by ON, benefits to the surrounding communities include enhanced integration, more arts and culture offerings and greater appreciation for the County's diversity.



### *Fairfax County Park Authority*

As a nationally and internationally recognized park system (National Recreation and Park Association four-time Gold Medal winner), the Fairfax County Park Authority (FCPA) mission is "...to enrich quality of life for all members of the community through an enduring park system that provides a healthy environment, preserves natural and cultural heritage, offers inspiring recreational experiences, and promotes healthy lifestyles." [see: <https://www.fairfaxcounty.gov/parks/>] Established in 1950, FCPA



*Fairfax County Park Authority: Art in the Parks*

now includes 427 parks on more than 23,000 acres of land.

Within this vast system, FCPA operates 17 venues with connections to arts and culture and presents 11 summer entertainment series (2021). These presentations are underwritten by private sector contributions and are presented in every Fairfax County magisterial district. Like

the school system assets, FCPA assets are managed at the neighborhood, community and regional levels to offer recreational and cultural amenities to all County residents as equitably as possible. In some cases, the summer entertainment series events can be easily accessed with public transportation options, in others private vehicle transportation is needed.

Fairfax County Supervisors take a keen interest in FCPA offerings and work with the Park Foundation to assure that the series entertainment experiences are offered free of charge to residents and visitors. The FCPA Performing Arts Manager oversees scheduling, contracting and administration of the series. Artists and arts organizations can access an application [here](#) to be considered. Existing park locations have varying degrees of technical accommodations to support performances.

FCPA is currently involved in the development of high-density, mixed-use areas such as Tysons, Reston and the Embark Richmond Highway Corridor and will champion the inclusion of park settings suitable for performances in development projects located there. As these development conversations and negotiations continue, the following issues should be included within the proffer processes associated with the projects:

- Situating performance-hosting amenities where light/shade are considered; particularly taking care to design the space such that artists and audiences are not subjected to unreasonable glare or heat.
- Including shelter needs, runoff management and cooling stations to manage heat exposure.
- Assuring that accessory amenities such as restrooms, artist changing areas, storage for props or costumes are included in planning.
- Including technical considerations when planning for power service that provides for sound and lighting performance at optimum levels.
- Including options for food and beverage consumption.
- Assuring inclusion of attractive and useful wayfinding signage to help audiences navigate to and within the venue.

- Anticipate and plan for robust funding to underwrite performances in new and existing park assets.

FCPA represents county interests in discussions regarding proffers for parks and similar features for these development efforts. For Tysons, FCPA and the Fairfax County Department of Planning and Development (DPD) have elicited proffered commitments for more than 90 different assets, most of which contemplate formal or informal arts-anchored experiences being enabled by their architecture. As these new amenities are built, with the expectation that they will be activated with arts content, it will be important to assure that there is funding for free or low-cost delivery of such experiences. For amenities in Tysons, the County should encourage the Tysons Partnership (described in detail in Section IV) and other private sector partners to provide significant financial and operational support.

In addition to the summer performances calendar, the FCPA offers a variety of other arts education options at nine FCPA Recreation Centers. A comprehensive menu of recreational options – focused largely on health and well-being – include a significant number of arts education programs that are provided to communities surrounding them. These programs are offered within the FCPA revenue recovery model of direct costs being offset by fees collected. Partnerships between FCPA and local non-profit arts organizations for mutual benefit and broader public awareness should be thoroughly explored.

Future planning for FCPA is considering partnerships that will support activities with a visual arts focus. McLean Project for the Arts is involved in discussion with FCPA to create a dedicated, visual arts facility in conjunction with a park location. Additionally, the FCPA [Cultural Resource Management Plan \(fairfaxcounty.gov\)](http://fairfaxcounty.gov) outlines how cultural and historical assets are identified, inventoried, evaluated, preserved and managed. Often these require visual arts exhibits and multi-media displays. They may also offer craft or artisan gift shops. Particularly in the context of the FCPA Resident Curator Program, partnerships are integral to their success in managing historical and cultural assets.



*Workhouse Arts Center*

#### *Fairfax County – Workhouse Campus*

Another example of public-private partnerships as a catalyst for growth in arts and culture amenities is the Workhouse Campus (Workhouse Arts Center). Since 2008, Fairfax County has worked with the Workhouse Arts Foundation (WAF) to renovate historic buildings at the Workhouse Campus to provide space for juried artists, performing arts, exhibitions, community events, arts education and a Workhouse prison museum for the benefit of the public.

In 2014, WAF, in cooperation with Fairfax County, initiated a new and expanded phase of the Workhouse Campus in which arts programming, performances and large public events have occurred. The Lucy Burns Museum in Buildings W-2 and W-2A of the Workhouse Campus has been privately funded and renovated. This success has engaged the community and served as a

catalyst for economic growth and development in the area.

For future development opportunities, the Workhouse should be emphasized as one of three anchors in South County, along with Mt. Vernon and Woodlawn. Particular attention should be given to building a strong relationship with the Museum of the Army that opened in 2021 following its completion in 2020. A synergistic relationship should be fostered between the Workhouse Military in the Arts initiative and the Museum of the Army.

The County should continue to actively solicit proposals from private sector entities that can contribute to the ongoing success of the Workhouse Campus and keep the arts and culture focus that is core to its identity. Per the County's Planning and Development pages devoted to the Workhouse Campus:

*The overarching vision for the Campus is to establish a unique, widely recognized destination of choice, providing dynamic and engaging arts, cultural, educational, and community building experiences with unique economic development opportunities.*

The Workhouse Arts Center is undergoing a master plan process that began in April 2022 and anticipates completion by the end of 2022. New redevelopment at Liberty (formerly the Laurel Hill Adaptive Reuse Area) and this master planning will contribute greatly to the success of the site's arts venues. Because the arts and culture focus of the Workhouse Arts Center serves as a current and future magnet for residents and visitors, continued support of the arts mission of the site is both critical and will serve to improve chances of success.

### **Facilitating Planning and Project Successes**

#### *County Arts Committee*

The County Arts Committee (established in 2009) serves to connect local arts non-profits and related County agencies. Within the County Arts Committee, discussions among County agencies responsible for schools, parks, libraries, etc., and ArtsFairfax, should engage in a deep examination of systematic approaches that could broaden and strengthen the intersections among public agencies and the County's artists and non-profit arts sector. These efforts can and should be undertaken with overarching consideration for the Countywide Strategic Plan and *One Fairfax*, and where those goals and strategies intersect with arts and culture.

The Fairfax County Arts Committee can also serve as a productive vehicle for advancing County arts venue planning across the public, private for-profit and private nonprofit sectors, in conjunction with supportive programming by ArtsFairfax. The interests of Fairfax County residents can be furthered by providing support to the renovation, expansion and new facility planning for arts venues in the County. These projects are described in the Table on pages 29-30. They are organized below based on their status in 2020.

The table provides a listing of the near-term venue development opportunities for Fairfax County Government to encourage, support and/or fund as extensions of the current arts infrastructure and development of new venues that could arise between 2020 and 2030 and beyond. As the economic, social and operational challenges of the COVID-19 lockdowns are absorbed, it will require commitment and diligence to move forward arts venue renovation, expansion and development sustainably. The County Arts Committee should play a vital role in those efforts.



Venue Operator	Renovation Planning	Expansion Planning – Existing Venues	New Venue – Building in Progress	New Venue – Planning in Progress
<i>1<sup>st</sup> Stage at The View</i>				X (Tysons development)
City of Fairfax				X
City of Falls Church in conjunction with <i>Creative Cauldron</i>				X
<i>The Floris Conservatory</i>				X
George Mason University	X ( <i>Center for the Arts</i> )	X ( <i>Harris Theater, Visual Arts Facilities</i> )		
McLean Project for the Arts in partnership with Fairfax County Park Authority		X (at Clemyjontri Park)		X (Possible other location)
Northern Virginia Community College	X ( <i>Ernst Theater and Verizon Gallery</i> )			
Original Mount Vernon High School	X (Campus Theatre; as well as related areas)			
Pozez Jewish Community Center	X			
Reston Community Center; perhaps other organizations				X (Block J – Boston Properties proffer)
Town of Herndon; possibly with NextStop Theatre and Herndon Arts Foundation				X (Downtown Herndon Development)
Workhouse Arts Foundation	X (Building renovations underway)	X		X
Wolf Trap Foundation	X	X		

For each arts facility project, the capabilities of the renovated or new arts venue to address the County’s strategic plan goals and *One Fairfax* policy should be a primary consideration when determining the size and scope of the County’s contributions. The County Arts Committee should assure that the *Master Arts Plan: Facilities* is championed when development opportunities arise. Similarly, the County Arts Committee should assure that the County’s strategic plan and equity goals are reflected in both public and private endeavors that add to Fairfax County’s arts and culture vibrancy.

### *Fairfax County Government Support*

There are several ways that Fairfax County can support facility development endeavors. Recommended strategies are:

- **Invest in the venues owned by or affiliated with Fairfax County.** The investments might be financial, organizational or both. Comprehensive assessment of current County facilities whenever renovations are contemplated should be done to examine the potential for arts activities (e.g., schools, libraries, etc.)
- **Encourage expansion and renovation of nonprofit facility operators with monetary investment.** Contributions could be one-time in nature with specific goals related to achieving County Strategic Plan priorities or could be made over a specified period to incentivize private contributions.
- **Offset the costs of new arts venues with capital funding.** Funding could be one-time or more robustly offered by means of bonding or other financing mechanisms.
- **Support non-capital investments related to enhancing access to, knowledge and enjoyment of and participation in the arts.** Investments should be made in key areas:
  - Robust marketing and public information support to increase awareness of arts venues and opportunities throughout the County.
  - Analysis and funding to support more arts education opportunities that can be incorporated in public schools and other settings where such opportunities are lacking.
  - Analysis and funding to support public transit and ticket subsidies that can serve to provide greater access to arts events provided throughout the County for residents lacking necessary resources.
  - Integration of arts partners within the framework of Opportunity Neighborhood endeavors.

These approaches will be critical to the success of projects already underway or planned. For each arts facility project, the capabilities of the renovated or new arts venue to address the County's strategic plan goals and *One Fairfax* policy should be a primary consideration when determining the size and scope of the County's contributions.

## **IV. Incorporating Arts and Culture Facilities in Creative Placemaking and Revitalization Strategies**



*Ballet NOVA Center for Dance*

In addition to the above, Fairfax County has various placemaking and revitalization strategies underway to spur economic vitality and a sense of place in its older commercial districts and urbanizing centers. Mixed-use developments planned for many of these areas have begun to include arts and culture as part of their “creative placemaking” strategies.

Research regarding the outcomes of efforts on the part of communities and jurisdictions, most notably from the Urban Institute and the National Endowment for the Arts, provides support for these kinds of strategies. It suggests that multiple critical ingredients of an economically healthy community and region can be addressed through thoughtful, funded and effective creative placemaking that spurs livability, housing growth and regional tax revenue. For example, the North Station area of Baltimore, Maryland, with engagement and public funding to support creative placemaking, showed these positive patterns of change:

- Arts-related employment increased substantially.
- The local housing market became much more active.
- The number of “rehabilitation” permits increased significantly, indicating an increased interest in redevelopment in general.
- The number of college degrees per capita increased.
- The incomes of homeowners increased relative to the city as a whole.

### Arts and Culture Districts

An arts and/or culture district is a demarcated geographic area, in or near a city center, intended to create a hub of cultural consumption, e.g., art galleries, theatres, art cinemas, music venues and public environments for performances. These can not only contribute to the vibrancy and tourism of the district and surrounding region but also can help drive economic and housing growth more generally. Such areas are typically encouraged by public policymaking and planning, but sometimes occur spontaneously or by private and arts sector initiatives. When the establishment of arts and culture districts is coupled with monetary incentives (e.g., tax abatements for artist live/work apartment studios), their success can be achieved more rapidly. With the resulting concentration of arts activities, allied service-industry sectors like food service and retail are also established. Arts enclaves may occur spontaneously, but they are typically enabled by low rent and vacant space (e.g., 1970s SoHo in New York).

Americans for the Arts (AftA) defines the following types and examples of cultural districts:

- **Cultural Compounds:** “the oldest districts, primarily established in cities prior to the 1930s. They were built in areas somewhat removed from the city’s central business district and have large, open green spaces between buildings. They often comprise major museums, large performing halls, theaters and auditoriums, colleges, libraries, planetariums and zoos.” AftA provides [Forest Park \(St. Louis\)](#) as an example.
- **Major Cultural Institution Focus Districts:** “anchored by one or two major cultural institutions, such as a large performing arts center, which then attracts smaller arts organizations around it. These districts are located close to central business districts, near convention centers or other large tourism sites.” AftA provides the [Pittsburgh Cultural District](#) as an example.
- **Downtown Area Focus Districts:** “encompass the entire downtown area of a city. Designation is often tied to a tourism focus and common in small cities with walkable downtowns.” AftA provides the [Cumberland, Maryland, Arts and Entertainment District](#) as an example. NOTE: Fairfax County likely doesn’t have analogous geography for which this would be appropriate.
- **Cultural Production Focus Districts:** “comprised primarily of community centers, artist studios, and educational arts centers and media facilities and often exist in areas with affordable housing and commercial space. These districts create a cultural hub and enhance city livability for residents of a neighborhood rather than attracting tourists.” AftA provides the [Warehouse Arts District, Tucson](#) as an example.

- **Arts and Entertainment Focus Districts:** “include more popular culture and commercial attractions and include more modest size buildings with a bohemian feel. They include small theatres, movie houses, private galleries, restaurants, and other entertainment venues.” AftA provides [The District \(Nashville\)](#) as an example. NOTE: Annandale communities may have particular suitability for this type of “focus district” establishment around food/dining and ethnic cultural features.
- **Naturally Occurring Focus Districts:** “usually are rooted in community-based cultures and identities building on asset-based strategies. They are holistic and are highly diverse and led by local empowered leadership. Generally, they are neighborhood-based and artist-driven.” AftA provides [St. George, Staten Island](#) as an example.

### Business Improvement Districts (BIDS)



*Capital One Hall in Tysons*

A Business Improvement District (BID) is a defined area within which businesses are required to pay an additional tax or levy to fund projects within the district’s boundaries. The BID is typically managed by a nonprofit organization, funded primarily through the levy and may also draw on other public and private funding streams. For the most part, BIDs focus their activities on strategies that will enhance the attractiveness of the area – a focus that is vital to creative placemaking strategies. BIDs may go by other names, such as Business Improvement Area

(BIA), Business Revitalization Zone (BRZ), Community Improvement District (CID), Special Services Area (SSA) or Special Improvement District (SID).

BIDs typically fund services, which are perceived by some businesses as being inadequately performed by government with existing tax revenues, such as cleaning streets, providing security, making capital improvements, construction of pedestrian and streetscape enhancements, and activating and marketing the area. This targeted attention to enhancing the appeal of a given area supports growth and development and increases tourism more generally, thereby increasing economic growth and tax revenue for the greater region. The services provided by BIDs are supplemental to those already provided by the jurisdiction.

BIDs exist in most of the 50 largest cities in the United States, including Los Angeles, Chicago, Houston, Philadelphia, Atlanta, San Francisco, Seattle and Washington, DC. BIDs are common in DC and Arlington, covering areas like downtown DC, Golden Triangle, Rosslyn, and Crystal City. Dupont Circle launched a BID in 2018, and new BIDs are under consideration in Brookland, Congress Heights, H Street NE, Shaw, and MidCity (covering the area around 14<sup>th</sup> and U streets.)

These organizations perform a proactive role in their communities. [NoMA’s BID](#) (located in Washington, D.C.) is building new parks and commissioned a study to redesign part of the Metropolitan Branch Trail. Rosslyn’s BID is building a parklet to demonstrate how to create more public open space, while the Downtown DC BID is advocating for zoning that would allow vacant office buildings to become apartments.

## Creative Placemaking

One of the key themes identified in the Countywide Strategic Plan is Placemaking, the important work of creating environments where people can thrive, where members of the community happily gather, and where businesses want to locate and grow. Cultural districts can be instrumental in achieving creative placemaking goals for Fairfax County.

According to the National Endowment for the Arts (NEA), creative placemaking projects help transform communities into lively, beautiful and resilient places. Creative placemaking can happen when artists, arts organizations, and community development practitioners deliberately integrate arts and culture into community revitalization work by including the arts in land-use, transportation, economic development, education, housing, infrastructure and public safety strategies. Creative placemaking is a critical ingredient for enhancing quality of life, increasing opportunities and accessibility, increasing creative activity and creating a distinct sense of place and community. These outcomes support the ultimate goal of increasing economic growth.

There are varying definitions for creative placemaking. According to [Gadwa and Markusen](#), creative placemaking is when “partners from public, private, non-profit, and community sectors strategically shape the physical and social character of a neighborhood, town, city, or region around arts and cultural activities.” Several publications from the American Planning Association (APA) have provided definitions of creative placemaking, including a [PAS Memo](#) on creative placemaking, which states “creative placemaking is a new way of engaging creative people and activities to address social and economic issues in communities.” Additionally, the [PAS Report 590](#) describes creative placemaking as the use of “arts and cultural activities to rejuvenate public places.”

Successful creative placemaking highlights unique community characteristics. Projects can focus on connecting local history with the present, spotlighting existing cultural influences and creating new traditions. It builds connections between people and places by encouraging collaboration and visualization. Such projects can be short term and temporary, or long-term permanent installations and changes. Successful creative placemaking activates public spaces and creates opportunities for residents to engage in arts and culture experiences.

While creative placemaking processes result in changes to physical spaces, they can also be an opportunity to build relationships between diverse partners. A key element is to have stakeholders, including artists, engaged early in the effort or project. This provides opportunities to evaluate community challenges in a more holistic and effective manner, gathering ideas and determining actions inclusive of multiple perspectives.

Examples of creative placemaking strategies can be seen in and involving Fairfax County, including the establishment of the [NOVA Arts and Cultural District – The Town of Occoquan \(occoquanva.gov\)](#), Herndon Arts District and Mount Vernon Tourism Task Force. In Fairfax County, collaborations have been established to reinforce any existing arts and culture presence in an area or to develop new ones. These may well develop into self-funded BIDs. Current efforts are briefly described here:

- The **NOVA Arts and Cultural District** mission is to create a cohesive arts and culture region comprised of the Workhouse Arts Center, the Town of Occoquan and the Occoquan Regional

Park to serve as a compelling draw for visitors and tourists. Further, the identification of the region as an arts and cultural district will solidify cooperation through shared identity, furthering the success of each of the three entities.

- The Town of Herndon established the **Herndon Arts District** in downtown Herndon to increase awareness and support for the arts, and to provide incentives for qualifying arts businesses to remain, expand and locate in the district. Qualifying businesses include arts instruction, arts offices, media arts, museums, performing arts, performing arts venues, visual arts creation and visual arts. Incentives provided include waiver of fees related to permitting and planning, reduction in fees for water or sewer availability, annual rebate of property taxes, among others.
- The **Mount Vernon Tourism Task Force** (TTF), established in 2019, works to tell the story of the Mount Vernon and South County region, create synergy between historical, cultural, recreational and ecological venues, provide new employment opportunities, and overall, enhance visitors' experiences. Throughout 2019-21, the TTF strengthened the bonds and communications between tourism sites, created cross marketing opportunities and brought partners together to tell an integrated story. In 2022, the TTF launched the branding and logo for *Potomac Banks – Explore Fairfax South*.
- The **Tysons Community Alliance** engages with state and local government, landowners, and other stakeholders to ensure that the overarching goals and objectives of the Comprehensive Plan for Tysons are achieved. Fairfax County government and the original entity, Tysons Partnership, redesigned the mechanism to pursue their shared goals resulting in the [Tysons Community Alliance | Tysons \(tysonsva.org\)](https://tysonsva.org), a new nonprofit organization designed to serve as a catalyst for the transformation of Tysons into an inclusive, vibrant, and globally attractive urban center. It is anticipated that recurring annual funding for the organization will be included as part of the County budget process.

The organization envisions a set of four core operational initiatives and programs, including Communications and Place Branding; Research Planning and Economic Development; Placemaking, Activation, and Management; and Transportation and Mobility. It is a publicly chartered, private, non-profit corporation serving as the entity for implementation of the Comprehensive Plan for Tysons. It is governed by a Board of Directors consisting of 40 members, including members of the private and public sectors, and residents of Tysons. The Board also features a smaller executive committee as the lead set of decision makers, again balanced among the private sector, public sector, and residents. The core areas of focus are land use policy, placemaking, member engagement and events, marketing, and transportation.

The County should also consider the potential to identify the entire length of the Silver Line (from Tysons to Dulles Airport) as a possible "Arts Corridor." The arts assets located along or very near that mass transit corridor are growing in number; among them are McLean Project for the Arts, Capital One Hall, 1<sup>st</sup> Stage, Wolf Trap National Park for the Performing Arts, the CenterStage at RCC Hunters Woods, Tephra ICA, the Jo Ann Rose Gallery at RCC Lake Anne, Herndon Arts Gallery, and Next Stop Theatre. These assets could be joined by the future venues planned in Reston (Block J) and Herndon (Historic Downtown).



In addition to the above established endeavors in Fairfax County, there are examples of similar efforts provided by the NEA in 78 case studies of grant-funded projects; those can be found in [Exploring Our Town](#) and they illustrate the varied contexts and strategies that can be employed. Commonalities among those strategies are partnerships between the arts and other sectors and transformation of local economic, physical, and social constructs.



*Original Mount Vernon High School*

Thus, arts, culture and design activities:

- Bring new attention to or elevate key community assets and issues, voices of residents, and local history or cultural infrastructure.
- Inject new and greater energy, resources, activity, people, or enthusiasm into a place, community issue or local economy.
- Envision new possibilities for a community or place – a new future, a new way of overcoming a challenge or new approaches to problem-solving.
- Connect communities, people, places and economic opportunity in physical spaces or new relationships.

Most importantly, the combined impact of all of these is to ignite the economic activity of the area and improve its social and economic performance for the people there and the County tax base.

To achieve the most productive outcomes for Fairfax County, and to support the *One Fairfax* policy, effort should be focused on the intersections between creative placemaking and the parts of the County that are under-resourced or in need of significant public investment to achieve revitalization goals. By targeting these areas and providing a full spectrum of arts programming and arts amenities, both residents and commercial entities will reap social and economic benefits.

Fairfax County has identified “Opportunity Zones,” a designation derived from the Federal Government program for tax incentives tied to under-resourced areas. There are nine such areas in Fairfax County: North Hill, Hybla Valley, Mount Vernon Woods, South County Center, Willston Center, Bailey’s North/Glen Forest, Skyline Plaza, Herndon South and Lake Anne (in Reston). The goals of the Fairfax County *Master Arts Plan: Facilities* and the Countywide Strategic Plan point to the critical need to incorporate arts and culture components in development associated with these Opportunity Zones. These nine Opportunity Zones and other **areas where revitalization efforts are needed, will benefit greatly from partnering with arts and cultural facilities and organizations.** Arts facilities and cultural activities can bolster income potential, increase social cohesion and offer community resources missing from these areas.

## Additional Arts and Culture Facilities

Beyond what are traditionally characterized as “major arts venues,” the County needs multiple other support facilities and spaces to complement existing arts venues. These support facilities are a key element in a thriving arts ecosystem and provide economic stimulus to the areas in which they are located. Such additional facility types include:

- Residential and functional facilities – live/work artist spaces, maker spaces, arts and culture support spaces (storage, shops, studios, offices).
- Natural and cultural heritage assets – historic buildings, parks and cemeteries, public art and local monuments provide additional opportunities for activating spaces.
- Creative industries and occupations – publishing, architecture, design studios, digital media and broadcasting disciplines are all allied fields deeply connected to arts and culture. These should be incorporated in promoting/branding neighborhoods and districts.
- Arts education venues – studios with capacity for student learning in visual arts, dance, music, video/digital arts.
- Smaller venues like bars, restaurants or bookstores designed to include occasional presentations or arts-related gatherings.
- Temporary use of vacant facilities for arts production and community engagement.
- Storage facilities or a central warehouse for scenery, costumes and props.

ArtsFairfax has established a [Creative Spaces Toolkit](#) for arts organizations and artists to use when seeking space for their programming and operations. The *Creative Spaces Toolkit* also provides a step-by-step introduction for artists and arts organizations seeking new or interim space in existing commercial developments. The County’s goals and the needs of arts organizations can be facilitated by close coordination between ArtsFairfax and the applicable County departments, and/or private developer proffers (cash or improvements), to assure greater access to space and successful use by arts organizations and artists.

Since the leasing of vacant space can be complex, a liaison/broker with both arts and commercial real estate expertise is recommended to maintain databases of available spaces and artists/groups in need of space, and to promote opportunities through inquiry (Requests for Proposals, Requests for Information, etc.). With added funding, ArtsFairfax can establish such a position to match interested parties and track results, or this function could be supported within the purview of the County Arts Committee.





*McLean Community Center Gallery*

Examples of places in Fairfax County where the creative place-making and arts uses could create positive results are listed in the table below. Some areas have existing land-use master plans that include significant creative placemaking priorities. (This list is also not all-inclusive as any region can benefit and grow economically from an increase creative placemaking initiatives and activities.)

**These examples are general suggestions and need to be further developed and vetted for impact and feasibility in collaboration with communities affected and County agencies.**

#### *Possibilities to Consider*

<b>Opportunity/Revitalization Zone (Magisterial District)</b>	<b>Location Assets</b>	<b>Possibilities</b>	<b>Goals</b>
Richmond Hwy. (Mt. Vernon)	Cultural Trail: Gum Springs, Woodlawn, and other historic assets, proximity to breweries. South County and Bus Rapid Transit branding efforts.	Establish a Cultural Trail with connections to existing cultural assets. Activate with small performance/food venues, store front galleries, public art, streetscape and multimedia (and virtual reality). Combine with related efforts of the Tourism Task Force, Bus Rapid Transit Station branding/character, and Southeast Fairfax Development Corporation.	Connect museums/historic sites to neighborhoods; establish critical mass for a “destination” experience, with wayfinding and educational and promotional materials.
Route 50/66 (Springfield)	If Fair Oaks Mall is considered for redevelopment, it may offer sufficient size to establish critical mass for an arts/food/festival focus.	Redevelop with clustering of arts uses such as studios, exhibit space, food hall/festival space design, “maker” spaces, live/work housing for artists.	Activate per County goals and with lifestyle assets that are compelling. Unique arts retail and event nexus that could support “festival” programs.
Springfield Commercial Revitalization District and Transit Station Area (Franconia)	Former nightclubs (no longer operating); may have “good bones” – near restaurants,	Music venues (profit or non-profit); teaching studios. Artists live/work	Create an active and easily accessed cluster of arts-related amenities in a “Town Center” setting.

	transit, NoVa CC, Kaiser Permanente.	studios/apartments, or arts production spaces.	
Annandale, Baileys, Seven Corners, Lincolnia (Mason)	Empty big box stores; Rich with ethnic communities: Korean, Hispanic, North African; Restaurants (The Block Food Hall has hosted “markets” for crafts/art items.)	Placemaking partnerships that take advantage of the strong ethnic traditions available. Opportunities for street vendors, pop-up arts.  Other facility options for “messy space” – e.g., rehearsal, storage, artmaking, scene shops, etc.  Textile artisans, culinary arts may be particularly suited to these kinds of environments.	Provide cultural outlets and enhance the vibrancy of the area; use large vacant spaces for both market-style vendor options and events.  ArtsFairfax/County coordination through Creative Spaces Toolkit.
Downtown McLean (Dranesville)	Many strip centers, downtown County park, library and McLean Community Center.	Artist studios, dance studios – arts education focus; Arts and Culture District	Provide a sense of “place” and a more unified “downtown” environment per the updated Comp Plan for the area.
Merrifield (Providence)	Further develop an already arts-focused district to achieve critical mass; activate warehouse space.	Street level galleries, pop-up events, live music venue or dance focus venue; Arts and Culture District	Enhance the growing reputation of Mosaic as an “arts district” or “destination.” Connect to Edens (property developer) and/or Greater Merrifield Business Association for implementation.
Reston Transit Stations/Lake Anne (Hunter Mill)	Boston Properties proffer; current vacant store fronts at Lake Anne Plaza, which has RCC, Reston Historic Trust and restaurants.	New arts venues in Reston Town Center; serve performing, visual, digital arts. (Existing galleries, non-profits, festivals, Reston Community Center.) Artist live/work studios/apartments.	Arts and Culture Destination; enhance the live-work-play ethos of Reston; provide access and support to diverse ethnic communities in Reston/Herndon.
Areas surrounding GMU and the City of Fairfax (Braddock)	Proximity to the University; retail storefronts.	Arts purposes or venues in strip malls; enhanced connections to education and arts management programs. Encourage arts-related retail: supply stores for all disciplines.	Strengthen the arts footprint of the GMU assets, create strong and lasting connections to the surrounding communities.

Chantilly (Sully)	Miles of strip malls facing Route 50; industrial flex spaces.	This area of the County has the highest population of school-age children; create arts connections with family-oriented programming and experiences; connect to schools.	Establish thriving arts layers to FCPS and FCPA assets; provide robust options to families in the area; activate strip malls with fading retail performance.
----------------------	---	--	--

Opportunities in other Fairfax County commercial areas may be equally compelling; these are examples recommended for each district that can serve a host of planning and policy objectives. Similar efforts can be made in a variety of secondary retail commercial strips or industrial areas where vacancies could be activated with interim arts uses. **The following strategies are recommended to encourage creative reuse of vacant commercial property:**

- Developing approaches that will connect property owners with vacancies to potential arts users. Assure that property owners are aware of the benefits of doing short-term arts-related leasing or projects to ignite interest in under-performing commercial properties.
- Underwriting “pop-up art experiences” and “capacity-building” grant programs to add to the ArtsFairfax existing grant programs.
- Support the ArtsFairfax Creative Spaces Toolkit implementation.
- Explore potential for adaptive reuse of large footprint big-box storefront as combined storage and maker space.

Just as for new and/or expanded arts venues, the County Arts Committee and ArtsFairfax should advance these strategies and creative placemaking options to support revitalization, activating areas with arts and culture features, and using the County’s economic development tools to incorporate the arts in underserved and/or poorly performing parts of the County’s landscape.

## V. Financing the *Master Arts Plan: Facilities*

Fairfax County Government has an enviable reputation as a soundly managed and fiscally responsible jurisdiction. It is triple-A rated for its bonds. The county’s triple-A bond ratings lower the county’s borrowing costs. The policies of rapid debt retirement and strong debt management serve to keep debt per capita and net debt as a percentage of estimated market value of taxable property at low levels. Since 1978, the county has saved over \$990.47 million on bond and refunding sales because of the triple-A ratings when compared to industry benchmarks of other municipal bond issuers: [Bonds: Frequently Asked Questions | Bond \(fairfaxcounty.gov\)](#).

The County can employ various funding strategies to confront the challenges of replacing aging infrastructure, employing environmentally sound capital project standards, and addressing the need for new housing and infrastructure for a growing population. For the County to achieve success in several theme areas of the Countywide Strategic Plan, new attention to arts and culture activities and facilities is critical. As has been the case elsewhere, new resources for funding arts venues in concert with new CIP implementation strategies, offer solutions to create more successful facilities that will be better equipped to deliver services to Fairfax County communities.

Overarching principles to consider when implementing financing or other strategies to realize arts and arts-related facilities include:

- Combining or “braiding” funding sources.
- Using funds available from other government initiatives such as revitalization, historic preservation and public-private partnerships.
- Considering the goals of the *One Fairfax* policy and Countywide Strategic Plan.

By examining the options for new or renovated venues described in this plan in the context of these principles, the most apt set of financing strategies should align with individual projects.

## Financing Tools and Strategies for Implementation

### *Capital Project Funding – Government*

- **Bond Referenda:** Typically, Fairfax County addresses facility requirements with bond questions that identify the department using the bond sales to fund capital projects. This remains a path for individual projects, but it will be more efficient and cost-effective for the County to begin considering consolidated bond referenda that can be more flexibly used to meet immediate construction needs which intersect with multiple County departments. Similarly, Fairfax County facilities should be consistently planned with co-location of services and assets in mind; it should seek opportunities to co-locate arts and culture facilities and/or features with traditional public assets as schools, parks, recreation or community centers, and libraries.

### **Implementation Considerations:**

- Proposed projects to be included in the County’s Capital Improvement Program (CIP) and out-year bond referenda category to be sold as general obligation bonds. All current and proposed capital projects are reviewed annually as part of County’s annual general obligation bond limits, and debt ratios with an emphasis on affordability and capacity.
- Language for bond questions on the ballot is written broadly by category rather than project specific, and subject to legal review.
- Sample bond referenda schedule of events:
  - February – proposed fall referenda included in the CIP as part of the County Executive’s Advertised Budget.
  - March – Board of Supervisors Budget Committee discussion on proposed County or School bond referenda as part of the upcoming fall election.
  - April / May – project included as part of Budget Adoption.
  - June – Board of Supervisors approval of resolutions for fall bond referenda.
  - July – Circuit Court enters order for referenda to be placed on the ballot.
  - Late summer / fall – County provides project information via County website, social media, and mailing of bond pamphlets.
  - November – election.
- **Proffers:** *Proffers* are voluntary commitments (which may be monetary or otherwise) from landowners and developers to reduce or eliminate negative impacts of new development on neighboring properties and the County. In 2016, the Commonwealth of Virginia revised how jurisdictions may use proffers in certain areas. Of the previously listed near-term time horizon

arts venue projects, three have been made or might be made possible largely because of a landowner proffer: *Capital One Hall*, *The View* and the Boston Properties offer of 60,000 square feet at *Reston Gateway* (now known as *Reston Next*.)

It is likely that realizing the full effect of these, or other arts facility-related proffers, may require County contributions to the projects as well. Working with developers in the context of new mixed-use projects and/or community revitalization efforts can generate powerful shared funding streams to support the creation and installation of ambitious arts and culture amenities, essential for economic success.

**Implementation Considerations:**

- Developer activity; geography.
  - Degree to which other funding will be needed.
  - Voluntary on the part of the developer in coordination with larger mixed-use projects in preferred geographic areas.
  - Considered as part of the land use entitlement process.
  - Relationship to other County issues, e.g., parks, schools, libraries.
- **Taxes:** A growing tax base can provide new funds from the general property tax receipts to support arts and culture endeavors. Also, with the April 2020 session of the General Assembly of the Commonwealth of Virginia, counties achieved long-sought authority to implement other taxes to reduce dependency on property taxes. Of these, an entertainment tax could be used to establish a “capital projects sinking fund” where monies would be dedicated to arts facilities and accessed to underwrite related capital project planning and construction costs.

**Implementation Considerations:**

- Economic impacts (e.g., COVID-19 had outsized negative impact on entertainment venues making that taxing mechanism unlikely to be useful for several more years.)
  - Requests for new initiatives are driven from Board of Supervisors Budget Guidance and follow-on feedback as part of the adoption of the Strategic Plan.
  - Revenue growth continues to be monitored closely, and available funding faces competing demands from both the County and Schools for additional budgetary needs.
- **Tax Districts:** A special tax district is an independent unit of local government organized to perform a single governmental function or a restricted number of related functions. These special districts usually have the power to incur debt and levy taxes. In Fairfax County, special tax districts provide for the operations and other costs of McLean Community Center, Reston Community Center and Burgundy Village Community Center.

**Implementation Considerations:**

- Community engagement processes to provide the basis for the request.
- Requires majority landowner support, which would most easily be achieved via petition.
- Review with the Supervisor in the proposed district and Board of Supervisors as part of a committee meeting, to be followed by approval of a resolution or public hearing and adoption of an ordinance.
- Tax rate for the district to be included as part of the County’s annual budget.
- Financial due diligence required prior to any issuance of bonds to determine debt capacity and out year district tax rate impact.

- Proposed debt issuance schedule similar to that described with bond referenda for voters residing within the district.
- **Community Development Authority (Tax Increment Financing):** Although these instruments are typically designed to support overarching and major infrastructure costs related to revitalization and redevelopment, they also provide options for a broad variety of facilities that could include arts venues. Fairfax County established a Community Development Authority (CDA) for the purpose of financing the infrastructure needed in the mixed-use Mosaic District in Merrifield, which includes robust arts and culture components. Tax Increment Financing (TIF), which utilizes the incremental growth in real estate values in the CDA, serves as a revenue source for repayment on the Mosaic CDA bonds. A similar mechanism has been proposed for the Springfield Business District.

**Implementation Considerations:**

- Subject to due diligence from County and advisors to determine financial, development, and legal risk.
  - CDA/TIF financings are typically sold as non-investment grade bonds (e.g., no bond rating) and carry high costs of issuance, both of which translate to high debt service.
  - Project briefing as part of the Board of Supervisors Economic Initiatives Committee.
  - Requires a petition to the Board of Supervisors from at least fifty-one percent of landowners, although best practice in Virginia is to have all landowners join in the petition.
  - Followed by a public hearing and subsequent adoption of an ordinance by the Board of Supervisors.
- **Fairfax County Economic Development Authority:** To carry out its purposes of promoting industry, developing trade, and promoting the safety, health and welfare of the inhabitants of Virginia, the Fairfax County Economic Development Authority (FCEDA) has the authority to issue revenue bonds to be used in financing the acquisition, construction or equipping of various types of facilities. To qualify, a facility must be one of the following: (1) a non-profit 501(c)(3) entity; or (2) a for-profit “manufacturing facility,” as defined by the IRS Code.

**Implementation Considerations:**

- Financial and legal due diligence required on the part of the issuer and respective Boards.
  - Fairfax County has used this option to finance select County facilities and regional transportation projects.
  - County EDA projects would be subject to annual CIP review as part of County’s debt ratios with an emphasis on affordability and capacity.
  - Briefing to either Board of Supervisors Budget Committee or Economic Initiatives Committee.
  - Does not require voter approval but does require approval from the Board of Supervisors and FCEDA.
- **Federal Recovery Programs; Federal Tax Credits, State Tax Credits:** Given the devastation to the arts sector resulting from the closure of arts venues due to COVID-19, whatever funds are provided to Fairfax County through federal and state recovery programs related to capital project funding should be considered to support strategic arts and culture objectives.

The Federal and state governments also have a variety of tax incentive programs (such as historical restoration and preservation projects, or low-income housing specific to artist live/work studios) where funds can be delivered to advance County projects. Examples of County success with these credits include the Workhouse Campus and Original Mount Vernon High School.

**Implementation Considerations:**

- To date, there hasn't been any County stimulus funding received either from the federal or state government earmarked for arts capital project funding. The County has utilized its RISE and PIVOT grants to provide financial assistance to local businesses, including the arts community, impacted by COVID-19.
  - Pursuit of either state or federal tax credits will require outside financial and legal advisors, and the private and non-profit sectors are well versed in this process.
  - Most recently in 2018, the Workhouse Arts Foundation entered into a lease agreement with the Board of Supervisors to receive State Historic Tax Credits for construction of the Lucy Burns Museum. The credits awarded were in addition to those received during construction in the late 2000s for similar historic buildings on campus.
  - The Fairfax County Redevelopment and Housing Authority (FCRHA) has the statutory authority to form the legal structure necessary to allow the County to take advantage of state tax credits for historic rehabilitation projects. This requires a series of approvals by the FCRHA and Board of Supervisors, and is the approach being used in preparation for the planned construction at Original Mount Vernon High School.
- **One-time Year-End Balances (General Fund):** In some years, Fairfax County's carryover process provides for one-time expenditures on out-of-cycle capital projects or initiatives. Non-recurring costs are ideal for the expenditure of unspent funds since they don't carry out-year obligations.

**Implementation Considerations:**

- Available year-end funding is subject to yearly fluctuations in the local economy and County operational expenditures.
- Priority funding is given to maintaining the County's reserve levels and allocations to the County's Capital Sinking Fund.
- Additional requests from the Board of Supervisors for earmarking portions of year-end balances is expected to be discussed at future Budget Committee meetings.
- Board members can make requests through Consideration Items as part of their review process at Carryover.

### **Capital Project Funding – Public/Private Fundraising**

- **Combined Contributions:** More typically in the past, arts facilities have been funded through private, nonprofit capital campaigns targeting major donors, legacy gifts, crowd-sourced contributions and government donations. Those fundraising layers combined with increases in facility construction costs, can be daunting and time-consuming. Nonetheless, this is the path pursued by the remaining projects on the list of significant arts venues described in this plan, including renovations at George Mason University's Center for the Arts and Wolf Trap Foundation for the Performing Arts.

Fairfax County government can support these campaigns with one-time contributions. Similarly, state and federal funds may also support these endeavors. Further, the efforts undertaken by Fairfax County to support ongoing facility development combined with private funds at the Workhouse Arts Center in Lorton have contributed to the growing vitality of this important South County asset.

- **Private Donations/Revenue Streams:** In some cases, private funding may be the only resource for a new venue. The Floris Conservatory and the Pozez Jewish Community Center both rely on funding from private donations, investment and underwriting. Naming opportunities (often the staple of capital campaigns) and sub-leases to create ancillary revenue streams are private-funding mechanisms that can be used.

### Recurring County Financial Support

There are numerous opportunities for Fairfax County to advance the long-term viability of arts facilities in the County and create more effective connections to underserved and under-resourced communities. Recurring ongoing support with subsidies, staffing and advocacy will be critical to sustaining a robust arts ecosystem.

- **County Arts Committee:** The County Arts Committee should coordinate the links between cultural opportunities and economic development, neighborhood livability, lifelong learning and other key aspects of the Countywide Strategic Plan and *One Fairfax* policy endeavors. The County should continue to vest this group with the power and capacity to assure that capital arts facility projects are considered, incorporated and executed in multiple contexts. This unit would also coordinate with ArtsFairfax to provide an effective conduit for the County's grant-making objectives, marketing campaigns and capacity-building for the arts sector.
- **Subsidies for Tickets, Transportation:** As arts and culture organizations become more integral partners in Opportunity Neighborhood programs, funding to offset ticket and transportation costs to visit arts and cultural sites or attend arts and culture events can be a vital tool to connect families who lack resources to participate. It would be especially vital to connect public transportation hubs and routes to arts venues such as Wolf Trap and The George Mason Center for the Arts.
- **Arts Marketing and Information:** Essential to establishing a stable and multi-faceted arts ecosystem that is accessible to County residents and visitors is a reliable, well-used and robust information network for arts events, venues and experiences. Special campaigns to highlight Fairfax County arts and cultural festivals should be part of an annual public information calendar. A robustly funded ArtsFairfax could spearhead this effort. Visit Fairfax can highlight tourism connections to the arts, and as it ramps up its focus on local day-trippers, those connections will be even more vital. These solutions should be coordinated among the County, Visit Fairfax and ArtsFairfax to assure that the efforts are complementary and will generate the most "bang for the buck."

The County's GIS map tool showing arts venues and resources should be expanded and regularly updated to attract both patrons of the arts and arts content providers. It should include images



and key data points for venues, and it should have relevant “layers” to connect venues to their immediate community interest points. It should illustrate County demographics and relationships to policy initiatives.

## **VI. Implementing the *Master Arts Plan: Facilities***

The range of development activity coupled with the adoption of the first-ever Countywide Strategic Plan require an implementation plan that will take full advantage of the opportunities presented by development but also do in the context of strategic plan goals and the requirements of *One Fairfax*. Given that the relevant agencies involved in most quality of life proffer proposals are represented on the County Arts Committee, that body should establish a charter that will formalize a relationship between individual agencies represented on that body and the progress of the *Master Arts Plan: Facilities*. Such a charter would provide the following:

- Identification of agencies with stakeholder interests in the arts and culture landscape of Fairfax County; including Fairfax County Public Schools, Fairfax County Park Authority, Fairfax County Public Library, Neighborhood and Community Services, Department of Planning and Development, Department of Economic Initiatives, Department of Public Works and Environmental Services/Capital Facilities/Building Design and Construction Division, McLean Community Center, Reston Community Center, Workhouse Arts Foundation, ArtsFairfax, Visit Fairfax and George Mason University’s Center for the Arts.
- Preparation of an annual work plan and/or objectives related to the Comprehensive Plan Visual and Performing Arts Policy, the Countywide Strategic Plan and One Fairfax.
- Review of developer proposals and/or proffers to provide guidance related to arts and culture elements.
- Coordination of resources for advice to other county agencies or initiatives.
- Assignment of an arts ombudsman to specific development design and permitting efforts.
- Preparation of an annual report to the Deputy County Executive team.

Another key concern of the County Arts Committee regarding where the County’s plans intersect with facility opportunities is to assure that sound operations plans are in place as the facilities are developed. The success of new or expanded arts facilities will be dependent on there being a well-funded, community-supported operator or governance structure identified to best sustain the venue.

### **Case Study Examples**

*Original Mount Vernon High School*

Reference Web Page: [Original Mount Vernon High School | Public Works and Environmental Services \(fairfaxcounty.gov\)](https://www.fairfaxcounty.gov/publicworks/capital-facilities/building-design-and-construction/division-1)

As the County pursues the different phases of this project, the County Arts Committee can provide support and feedback regarding:

- Program elements to project architects/designers.
- Connecting job training, community arts development, arts education to support a full menu of theatre presentations, arts education opportunities and job training related to the culinary arts and catering.

- How feedback from and involvement by neighboring communities can be integrated into planning and execution.
- Establishment of “Requests For Interest” or “Requests for Proposal” processes to determine what organizations, content providers, teachers, artists or businesses may be included in operations plans.
- Operating goals for the theatre, and related arts and culture components.

With submission of RFI materials, the County can refine objectives and issue a Request for Proposal (RFP) with more detailed obligations, financing elements and similar issues treated in the Scope of Work.

#### *Boston Properties – Block J Proffer*

Reference Web Page: [March 19 BOS Summary](#) [Item 24, page 20 “Feasibility Study for a Performing Arts Center”]

Between January and June 2022, the County worked with Reston Community Center to complete the studies required for the County to respond to this proffer opportunity. The County Arts Committee can provide support and feedback regarding:

- Broad awareness of community engagement opportunities for both residents and arts content providers, including outreach to underserved communities.
- County agencies’ interests for arts and culture program elements, e.g., school use, Opportunity Neighborhood connections, community development opportunities.
- Competitive context for other arts and culture enterprises within a prescribed radius of the proposed location.
- Funding issues and opportunities.

Now that the County has made a response to the Boston Properties proffer option, the County Arts Committee can help advance the milestones for further development of an arts venue in that location in concert with applicable planning and development activities and the Hunter Mill District office as the project moves forward.

#### *Chantilly Arts Hub*

As yet, there is no established project page or web link to reference. This undertaking is in early stages and may or may not become a possible proffer outcome in the Westfields environment. The County Arts Committee can assist the Sully District Supervisor’s office in exploring the possibilities by providing support and feedback regarding:

- Program elements that a possible venue should contain; specifically, what performing and visual arts elements (and related dimensions), major technical systems issues, schedule or calendar footprint considerations.
- Identifying community arts content providers within a defined radius of the potential location and creating avenues for their engagement should the proffer become a reality.
- Connecting appropriate County agencies, e.g., Neighborhood and Community Services, Fairfax County Park Authority, with operational and/or programmatic issues.
- Funding issues and opportunities.

If a proffer develops, the County Arts Committee can help advance the related outcomes.

These are just a sample of current projects where valuable coordination can occur in the County Arts Committee and assure that broad interests defined by Fairfax County's plans and initiatives are managed collectively rather than on an agency-by-agency or piecemeal basis. Work plans and results can be documented and accumulated for future efforts to consult. The kind of collaboration envisioned by the 2021 Countywide Strategic Plan is embodied in this approach.

## VII. Conclusion



*Wolf Trap: Filene Center*

Fairfax County has recognized that the arts and culture play a vital role in the lifestyle proposition needed for a thriving, economically diversified and dynamic county. People want to experience the arts close to home and to see themselves reflected in the offerings of the County's arts and culture menu. Achieving this will require joint efforts across both the public and private sectors.

The full range of funding and support mechanisms must be activated concurrently to ensure a vital and strong arts sector in Fairfax County that contributes to positive economic growth and personal fulfillment.

Growing the awareness of existing arts amenities and increasing access to them is fundamental for expanding program offerings to Fairfax County communities. Establishing the expectation that arts and culture are made available to all families in the County will reinforce the community connections that are foundational to the success of the County's equity initiatives. Growing the arts sector assets through new construction will increase awareness of and excitement about the arts, thereby energizing and activating future growth and revenue in and for the County.

The decade ahead holds promise. There are sufficient resources to meet this moment if effective and collaborative planning is combined with innovative funding approaches – and if Fairfax County places a high priority on the arts, arts venues, and arts events as essential ingredients for both thriving and resilient neighborhoods. Those regions across the nation that have found the best success, have incorporated a priority of supporting the arts sector as a vehicle to increase regional prosperity, grow human contentment, attract new businesses and residents, and grow tourism. The arts are an essential component of Fairfax County's lifestyle proposition to employers, visitors and residents – it is time to marshal the will and the wherewithal to make that promise a reality.

## REVISED

Board Agenda Item  
July 11, 2023

### CLOSED SESSION:

- (a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1), **including annual evaluation of the Executive Director of the Police Civilian Review Panel and consideration of candidates for the vacant Auditor of the Board position.**
- (b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).
- (c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, as identified below, where discussion in an open session would adversely affect the negotiating or litigating posture of the public body, as well as consultation with legal counsel regarding specific legal matters listed below requiring the provision of legal advice by such counsel, all as permitted by Virginia Code § 2.2-3711(A) (7) and (8).
  - 1. *Application of Virginia Electric and Power Company*, PUR-2023-00049 (Va. State Corp. Comm'n) (Springfield District)
  - 2. *Kimberly LaFave, et al. v. County of Fairfax, et al.*, Case No. CL-2021-0001569 (Fx. Co. Cir. Ct.)
  - 3. *Wesley Shifflett v. Bryan J. Hill* (Fx. Co. Cir. Ct.)
  - 4. *Curtiss Davis v. Edwin C. Roessler Jr. et al.*, (United States Supreme Court)
  - 5. *Jay Riat, Building Official for Fairfax County, Virginia v. Huu D. Tran and Nhanh T. Le*, Case No. CL-2022-0015917 (Fx. Co. Cir. Ct.) (Braddock District)
  - 6. *Jay Riat, Building Official for Fairfax County, Virginia v. Ubedulla Mohammadullah*, Case No. GV22-006946 (Fx. Co. Gen. Dist. Ct.) (Franconia District)
  - 7. *Jay Riat, Building Official for Fairfax County, Virginia v. Isela Flores*, Case No. GV23-003015 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)