FY 2009 Community Services Performance Contract

Table of Contents

1.	**Contract Purpose**	2	f.	Individualized Services	12
2.	**Relationship**	2	g.	Compliance Requirements	12
3.	**Contract Term**	3	h.	Communication	13
4.	**Scope of Services**	3	i.	Regional Programs	13
a.	Services	3	8.	**Subcontracting**	13
b.	Expenses for Services	3	9.	**Terms and Conditions**	13
c.	Continuity of Care	3	a.	Availability of Funds	13
d.	Populations Served	4	b.	Compliance	14
5.	**Resources**	4	c.	Disputes	14
a.	Allocations of Funds	5	d.	Termination	14
b.	Conditions of the Use of Resources	5	e.	Remediation Process	14
6.	**Board Responsibilities**	5	f.	Dispute Resolution Process	15
a.	State Hospital Bed Utilization	5	g.	Contract Amendment	16
b.	Quality of Care	5	h.	Liability	16
c.	Reporting Requirements	7	i.	Severability	16
d.	Discharge Assistance Project	8	10.	**Areas for Future Resolution**	16
e.	Individualized Services	9	a.	Evidence-Based Practices	16
f.	Compliance Requirements	9	b.	MH & SA Service Performance Expectations and Goals	16
g.	Regional Programs	10			
h.	Joint Agreements	10	c.	Data Quality and Use	16
7.	**Department Responsibilities**	10	d.	Co-Occurring Disorder Treatment Goals and Expectations	17
a.	Funding	10			
b.	State Facility Services	10	e.	Regional Management Structures or Processes	17
c.	Quality of Care	10			
d.	Reporting Requirements	11	f.	Discharge Planning Protocols	17
e.	Discharge Assistance Project	12	11.	**Signatures**	18

Exhibits

A:	Resources and Services	19
B:	Continuous Quality Improvement Process	33
C:	Statewide Consumer Outcome and Board Performance Measures	42
D:	Individual Board Performance Measures	43
E:	Performance Contract Process and Contract Revision Instructions	44
F:	Federal Compliances	51
G:	Local Government Approval of the Contract	53
H:	Board Membership	55
I:	Administrative Performance Standards	58
J:	Regional Program Operating Principles	60
K:	Joint Agreements	64

FY 2009 Community Services Performance Contract

1. Contract Purpose

a. Title 37.2 of the *Code of Virginia* establishes the Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services (the Department) to ensure delivery of publicly funded services and supports to individuals with mental illnesses, intellectual disabilities (previously identified as mental retardation), or substance use disorders and authorizes the Department to fund community mental health, mental retardation, and substance abuse services. In this contract, intellectual disabilities refer to the conditions individuals have; mental retardation refers to the services that address those disabilities.

b. Sections 37.2-500 through 37.2-511 of the *Code of Virginia* require cities and counties to establish community services boards for the purpose of providing local public mental health, mental retardation, and substance abuse services; § 37.2-600 through § 37.2-614 authorize certain cities or counties to establish behavioral health authorities that plan and provide those same local public services. In this contract, the community services board, local government department with a policy-advisory community services board, or behavioral health authority named on page 18 of this contract will be referred to as the Board or CSB.

c. Section 37.2-500 or 37.2-601 of the *Code of Virginia* states that, in order to provide comprehensive mental health, mental retardation, and substance abuse services within a continuum of care, the Board shall function as the single point of entry into publicly funded mental health, mental retardation, and substance abuse services. The Board fulfills this function in accordance with State Board Policy 1035 for any person who is located in the Board's service area and needs mental health, mental retardation, or substance abuse services.

d. Sections 37.2-508 and 37.2-608 of the *Code of Virginia* establish this contract as the primary accountability and funding mechanism between the Department and the Board.

e. The Board is applying for the assistance provided under Chapter 5 or 6 of Title 37.2 of the *Code of Virginia* by submitting this performance contract to the Department in accordance with § 37.2-508 or § 37.2-608 of the *Code of Virginia.*

f. This contract establishes requirements and responsibilities for the Board and the Department that are not established through other means, such as statute or regulation. The General Requirements Document, which, by agreement of the parties, is hereby incorporated into and made a part of this contract by reference, includes or incorporates by reference ongoing statutory, regulatory, policy, and other requirements that are not expected to change frequently.

g. The Department and the Board enter into this performance contract for the purpose of funding services provided directly or contractually by the Board in a manner that ensures accountability to the Department and quality of care for consumers and implements the vision, articulated in State Board Policy 1036, of a consumer-driven system of services and supports that promotes self-determination, empowerment, recovery, resilience, health, and the highest possible level of consumer participation in all aspects of community life, including work, school, family, and other meaningful relationships; and the Board and the Department agree as follows.

2. Relationship: The Department functions as the state authority for the public mental health, mental retardation, and substance abuse services system; and the Board functions as the local authority for that system. The relationship between and the roles and responsibilities of the Department and the Board are described more specifically in the current Partnership Agreement between the parties, which, by agreement of the parties, is hereby incorporated into and made a part of this contract by reference. This contract shall not be construed to establish any employer-employee or principal-agent relationship between employees of the Board or its board of directors and the Department.

3. **Contract Term:** This contract shall be in effect for a term of one year, commencing on July 1, 2008 and ending on June 30, 2009.

4. **Scope of Services**

   a. **Services:** Exhibit A of this contract includes all mental health, mental retardation, and substance abuse services provided or contracted by the Board that are supported by the resources described in section 5 of this contract. Services and certain terms used in this contract are defined in the current Core Services Taxonomy, which, by agreement of the parties, is hereby incorporated into and made a part of this contract by reference.

   b. **Expenses for Services:** The Board shall provide to the extent practicable those services that are funded within the revenues and expenses set forth in Exhibit A and documented in the Board's financial management system. The Board shall distribute its administrative and management expenses across some or all of the three program areas on a basis that is in accordance with Uniform Cost Report principles, is auditable, and satisfies Generally Accepted Accounting Principles.

   c. **Continuity of Care:** In order to partially fulfill its responsibility in § 37.2-500 or 37.2-601 of the *Code of Virginia* and State Board Policy 1035 to function as the single point of entry into publicly funded services in its service area, the Board shall follow the *Continuity of Care Procedures*, included in the current General Requirements Document as Appendix A.

      1.) **Coordination of Mental Retardation Waiver Services:** The Board shall provide case management services to consumers who are receiving services under the Medicaid Mental Retardation Home and Community-Based Waiver (MR Waiver). In its capacity as the case manager for these consumers and in order to receive payment for services from the Department of Medical Assistance Services (DMAS), the Board shall develop individual service authorization requests (ISARs) for Waiver services and submit them to the Department for preauthorization, pursuant to the current DMAS/ DMHMRSAS Interagency Agreement (November, 2007), under which the Department preauthorizes ISARs as a delegated function from the DMAS. As part of its specific case management responsibilities for individuals receiving MR Waiver services, the Board shall coordinate and monitor the delivery of all services to its consumers, including monitoring the receipt of services in a consumer's ISAR that are provided by independent vendors, who are reimbursed directly by the DMAS, to the extent that the Board is not prohibited from doing so by such vendors (reference the DMAS *Mental Retardation Community Services Manual*, Chapters II and IV).

      The Board may raise issues regarding its efforts to coordinate and monitor services provided by independent vendors to the applicable funding or licensing authority, for example the Department, the DMAS, or the Virginia Department of Social Services. In fulfilling this service coordination responsibility, the Board shall not restrict or seek to influence the consumer's choice among qualified service providers. This prohibition is not intended to restrict the ability of Board case managers to make recommendations, based on their professional judgment, to consumers regarding those available service options that best meet the terms of the consumers' ISPs and allow for the most effective coordination of services. This section does not, nor shall it be construed to, make the Board legally liable for the actions of independent vendors of MR Waiver services who are reimbursed directly by the DMAS.

      2.) **Linkages with Health Care:** When it arranges for the care and treatment of its consumers in hospitals, inpatient psychiatric facilities, or psychiatric units of hospitals, the Board shall assure its staff's cooperation with those hospitals, inpatient psychiatric facilities, or psychiatric units of hospitals, especially emergency rooms and emergency room physicians, in order to promote continuity of care for those consumers.

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

4.) **Access to Services:** The Board shall not require a consumer to receive case management services in order to receive other services that it provides, directly or contractually, unless it is permitted to do so by applicable regulations or the person is an adult with a serious mental illness, a child with or at risk of serious emotional disturbance, or an individual with an intellectual disability or a substance use disorder, the person is receiving more than one other service from the Board, or a licensed clinician employed or contracted by the Board determines that case management services are clinically necessary for that consumer.

5.) **PACT Criteria:** If the Board receives state general or federal funds for a Program of Assertive Community Treatment (PACT), it shall satisfy the following criteria:

a.) Meet PACT state hospital bed use targets.

b.) Prioritize providing services to consumers with serious mental illnesses who are frequent recipients of inpatient services or are homeless.

c.) Achieve and maintain a caseload of 80 consumers after two years from the date of initial funding by the Department.

d.) Participate in technical assistance provided by the Department.

If the Board receives state general or federal funds for a new PACT during the term of this contract or in the fiscal year immediately preceding that term, it also shall satisfy the following conditions:

a.) Procure individual team training and technical assistance quarterly.

b.) Meet bimonthly with other PACT programs (the network of CSB PACTs).

d. **Populations Served:** The Board shall provide needed services to adults with serious mental illnesses, children with or at risk of serious emotional disturbance, and individuals with intellectual disabilities, substance dependence, or substance abuse to the greatest extent possible within the resources available to it for this purpose. In accordance with § 37.2-508 or § 37.2-608 of the *Code of Virginia*, the Board shall report the unduplicated numbers of adults with serious mental illnesses, children with or at risk of serious emotional disturbance, and individuals with intellectual disabilities, substance dependence, or substance abuse that it serves during the term of this contract. These populations are defined in the current Core Services Taxonomy.

5. **Resources:** Exhibit A of this contract includes the following resources: state general funds and federal funds appropriated by the General Assembly and allocated by the Department to the Board; balances of unexpended or unencumbered state general and federal funds retained by the Board and used in this contract to support services; local matching funds required by § 37.2-509 or § 37.2-611 of the *Code of Virginia* to receive allocations of state general funds; Medicaid Targeted Case Management, State Plan Option, and Mental Retardation Home and Community-Based Waiver fees and any other fees, as required by § 37.2-504 or § 37.2-605 of the *Code of Virginia*; and any other revenues associated with or generated by the services shown in Exhibit A. The Board may choose to include only the minimum 10 percent local matching funds in the contract, rather than all local matching funds.

a. **Allocations of State General and Federal Funds**: The Department shall inform the Board of its allocations of state general and federal funds in a letter of notification. The Department may adjust allocation amounts during the term of this contract. The Commissioner or his designee shall communicate all adjustments to the Board in writing. Allocations of state general and federal funds shall be based on state and federal statutory and regulatory requirements, provisions of the current Appropriation Act, State Board policies, and previous allocation amounts. Allocations shall not be based on numbers of adults with serious mental illnesses, children with or at risk of serious emotional disturbance, or individuals with mental retardation, substance dependence, or substance abuse who receive services from the Board.

b. **Conditions on the Use of Resources:** The Department can attach service requirements or specific conditions that it establishes for the use of funds, separate from those established by other authorities, for example, applicable statutory or regulatory requirements such as licensing or human rights regulations or federal anti-discrimination requirements, only to the state general and federal funds that it allocates to the Board and to the 10 percent local matching funds that are required to obtain the Board's state general fund allocations.

6. Board Responsibilities

a. **State Hospital Bed Utilization:** In accordance with § 37.2-508 or § 37.2-608 of the *Code of Virginia*, the Board shall identify or develop jointly with the Department mechanisms, such as the Discharge Protocols, Extraordinary Barriers to Discharge lists, and reinvestment, restructuring, or system transformation projects and activities, and employ these mechanisms collaboratively with state hospitals that serve it to manage the utilization of state hospital beds. Utilization will be measured by bed days received by consumers for whom the Board is the case management board.

b. **Quality of Care**

1.) **Clinical Consultation:** The Board may request the Department to provide professional consultations for clinically complex or difficult or medically complicated cases within the resources available for this purpose in the Department or its facilities and as permitted under 45 CFR § 164.506 (c) (1) when consumers or their authorized representatives have requested second opinions and with valid authorizations that comply with the Human Rights Regulations and the HIPAA Privacy Rule or when staff of the Board request such consultations for its consumers in the community, if the Board is not able to provide those second opinions or obtain this consultation within its resources.

2.) **Quality Improvement and Risk Management:** The Board shall, to the extent possible, develop and implement quality improvement processes that utilize consumer outcome measures, provider performance measures, and other data or participate in its local government's quality improvement processes to improve services, ensure that services are provided in accordance with current acceptable professional practice, and enable the ongoing review of all major areas of the Board's responsibilities under this contract.

The Board shall, to the extent practicable, develop, implement, and maintain, itself or in affiliation with other Boards, a quality improvement plan incorporating Board provider performance measures, consumer outcome measures, and human rights information. The Board shall, to the extent practicable, develop, implement, and maintain, itself or in affiliation with other Boards, a risk management plan or the Board shall participate in a local government's risk management plan. The Board shall work with the Department through the System Leadership Council to identify how the Board will address quality improvement activities.

The Board shall implement, in collaboration with other Boards in its region, the state hospitals and training centers serving its region, and private providers participating as signatories in the regional partnership, regional utilization management procedures and practices that reflect the Regional Utilization Management Guidance document, adopted by the System Leadership Council on January 10, 2007, which, by agreement of the parties, is hereby incorporated into and made a part of this contract by reference.

3.) **Continuous Quality Improvement Process:** The Board shall address and report on the performance expectations and goals in Exhibit B of this contract as part of the Continuous Quality Improvement Process supported by the Department and the Board.

4.) **Consumer Outcome and Board Provider Performance Measures**

a.) **Measures:** Pursuant to § 37.2-508 or § 37.2-608 of the *Code of Virginia*, the Board shall report the consumer outcome, Board provider performance, consumer satisfaction, and consumer and family member participation and involvement measures in Exhibit C of this contract to the Department. These reporting requirements are contingent on the Department supplying any necessary specifications and software to the Board in time for the Board to make needed changes in its information systems.

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

c.) **Consumer Satisfaction Survey:** Pursuant to § 37.2-508 or § 37.2-608 of the *Code of Virginia*, the Board shall participate in an assessment of consumer satisfaction in accordance with Exhibit C of this contract.

d.) **Substance Abuse Youth Surveys:** The Board shall work closely with community-based prevention planning groups, schools, and local governments to support and enable the administration of the Virginia Community Youth Survey and the Virginia Youth Tobacco Survey, which are mandated by federal funding sources and are necessary for continuation of federal block grant funding.

e.) **Prevention Services Participants and Program Evaluations:** The Board shall evaluate a minimum of 20 percent of participants in evidence-based prevention programs using program-specific instruments, which are evaluation instruments and processes developed by the program developer for that program. The Board shall conduct program-specific evaluations of all federal Substance Abuse Prevention and Treatment grant-supported prevention programs as agreed in the grant contract with the Department. The Board shall use community-level abstinence data from regional community youth survey data for alcohol, tobacco, and other drug use, perceptions of harm and disapproval, and other indicator data, including archival data listed in the National Outcome Measures, for outcome evaluation of environmental strategies and community-based processes.

f.) **Recovery Orientation:** The Board shall develop and implement a plan for assessing and increasing its recovery orientation over time, initially for adults with serious mental illnesses, in accordance with Exhibit C and Section 5, Advancing the Vision, of the Partnership Agreement.

5.) **Program and Service Reviews:** The Department may conduct or contract for reviews of programs or services provided or contracted by the Board under this contract to examine their quality or performance at any time as part of its monitoring and review responsibilities or in response to concerns or issues that come to its attention, as permitted under 45 CFR § 164.512 (a), (d), and (k) (6) (ii) and as part of its health

oversight functions under § 32.1-127.1:03 (D) (6) and § 37.2-508 or § 37.2-608 of the *Code of Virginia* or with a valid authorization by the consumer or his authorized representative that complies with the Human Rights Regulations and the HIPAA Privacy Rule.

6.) **Response to Complaints:** The Board shall implement procedures to respond to complaints from consumers, 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 Board shall acknowledge complaints that the Department refers to it within five days of receipt and provide follow up commentary on them to the Department within 10 days of receipt.

c. Reporting Requirements

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

a.) provide monthly Community Consumer Submission (CCS) extracts that report individual consumer characteristic and service data to the Department, as required by § 37.2-508 or § 37.2-608 of the *Code of Virginia*, the federal Substance Abuse and Mental Health Services Administration, and Part C of Title XIX of the Public Health Services Act - Block Grants, § 1943 (a) (3) and § 1971 and § 1949, as amended by Public Law 106-310, and as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (a) (1) and (d) and under §32.1-127.1:03.D (6) of the *Code of Virginia*, and as defined in the current CCS Extract Specifications and Design Specifications (including the current Business Rules), which, by agreement of the parties, are hereby incorporated into and made a part of this contract by reference;

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

c.) complete the National Survey of Substance Abuse Treatment Services (N-SSATS), formerly the Uniform Facility Data Set (UFDS), 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.) report Inventory of Mental Health Organizations information and data in accordance with federal requests to the greatest extent possible;

e.) report KIT Prevention System data on all substance abuse prevention services provided by the Board, including services that are supported by the Substance Abuse Prevention and Treatment (SAPT) Block Grant allocation, LINK prevention and education services funded with the 20 percent SAPT set aside, and prevention services funded by other grants KIT Prevention System and reported under substance abuse in CARS-ACCESS, and enter KIT Prevention System data on goals, objectives, and programs approved by the community prevention planning coalition by June 15;

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

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

2.) **Routine Reporting Requirements:** The Board shall account for all services, revenues, expenses, and costs accurately and submit reports to the Department in a timely manner using current CARS-ACCESS, CCS, or other software provided by the Department. All reports shall be provided in the form and format prescribed by the

Department. The Board shall provide the following information and meet the following reporting requirements:

a.) types, amounts, and service capacities of services provided; costs for services provided; and numbers of consumers served by core service and revenues received by source and amount and expenses paid by program area and for services available outside of a program area, reported mid-year and at the end of the fiscal year through CARS-ACCESS, and types and amounts of services provided to each consumer, reported monthly through the current CCS;

b.) demographic characteristics of individual consumers through the current CCS;

c.) numbers of adults with serious mental illnesses, children with serious emotional disturbance, children at risk of serious emotional disturbance, and individuals with intellectual disabilities, substance dependence, or substance abuse through the current CCS;

d.) performance expectations and goals and consumer outcome and Board provider performance measures in Exhibits B and C;

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

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

g.) Federal Balance Report (October 31);

h.) Total numbers of consumers served for the Discharge Assistance Project, Mental Health Child and Adolescent Services Initiative, MR Waiver Services, and other Consumer Designation (900) Codes through CARS-ACCESS (mid-year and at the end of the fiscal year) and the current CCS;

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

j.) Uniform Cost Report information through CARS-ACCESS (annually) and

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

3.) **Subsequent Reporting Requirements:** In accordance with State Board Policy 1037, the Board shall work with the Department to ensure that current data and reporting requirements are consistent with each other and the current Core Services Taxonomy, the current CCS, and the Treatment Episode Data Set (TEDS) and other federal reporting requirements. The Board also shall work with the Department in planning and developing any additional reporting or documentation requirements beyond those identified in this contract, such as the federal mental health and substance abuse National Outcomes Measures (NOMS) when they become effective, to ensure that such requirements are consistent with the current Core Services Taxonomy, the current CCS, and TEDS and other federal reporting requirements.

4.) **Streamlining Reporting Requirements:** The Board shall work with the Department through the VACSB Data Management Committee to review existing reporting requirements outside of the current CCS to determine if they are still necessary and, if they are, to streamline those reporting requirements as much as possible.

d. Discharge Assistance Project (DAP)

1.) **Board Responsibilities:** If it participates in any DAP funded by the Department, the Board shall manage, account for, and report DAP funds allocated to it as a restricted fund. The Board shall be responsible for ensuring the effective utilization of those funds, without submitting individualized services plans (ISPs) to the Department for

approval or preauthorization. The Board shall submit all DAP ISPs to the Department for information purposes and shall inform the Department whenever a consumer is admitted to or discharged from a DAP-funded placement.

2.) **Department Review:** The Board agrees to participate in any utilization review or utilization management activities conducted by the Department involving services provided under the DAP. Protected health information may be disclosed as permitted under 45 CFR §§ 164.506 (c) (1), (3), and (4) and 164.512 (k) (6) (ii).

3.) **Procedures:** The Board shall adhere to the DAP Procedures in the General Requirements Document if it participates in any DAP funded by the Department.

e. **Individualized Services**

1.) **Board Responsibilities:** If it participates in any individualized services, except the DAP, funded by the Department (e.g., the MH Child and Adolescent Services Initiative), the Board shall manage, account for, and report such individualized services funds allocated to it as a restricted fund. The Board shall be responsible for ensuring the effective utilization of those funds, without submitting individualized services plans to the Department for preauthorization or approval.

2.) **Department Review:** The Board agrees to participate in any utilization review or utilization management activities conducted by the Department involving services provided as individualized services. Protected health information may be disclosed as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (k) (6) (ii).

3.) **Procedures:** The Board shall develop and maintain individualized services plans (ISPs), which shall be subject to review by the Department, for such individualized services; but the Board shall not be required to submit these ISPs to the Department for information purposes or for prior review or approval.

f. **Compliance Requirements:** The Board shall comply with all applicable federal, state, and local laws and regulations, including those contained or referenced in the General Requirements Document and in Exhibit F of this contract, as they affect the operation of this contract. Any substantive change in the General Requirements Document, except changes in statutory, regulatory, policy, or other requirements or in other documents incorporated by reference in it, which changes are made in accordance with processes or procedures associated with those statutes, regulations, policies, or other requirements or documents, shall constitute an amendment of this contract, made in accordance with applicable provisions of the Partnership Agreement, that requires a new contract signature page, signed by both parties.

If any laws or regulations that become effective after the execution date of this contract substantially change the nature and conditions of this contract, they shall be binding upon the parties, but the parties retain the right to exercise any remedies available to them by law or other provisions of this contract. The Board shall comply with the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder by their compliance dates, except where the HIPAA requirements and applicable state law or regulations are contrary, and state statutes or regulations are more stringent, as defined in 45 CFR § 160.202, than the related HIPAA requirements.

The Board shall follow the procedures and satisfy the requirements in the Performance Contract Process and the Administrative Performance Standards, contained in Exhibits E and I respectively of this contract. The Board shall document its compliance with §§ 37.2-501, 37.2-504, and 37.2-508 or §§ 37.2-602, 37.2-605, and 37.2-608 of the *Code of Virginia* in Exhibits G and H of this contract.

g. **Regional Programs:** The Board shall manage or participate in the management of, account for, and report on regional programs in accordance with the Regional Program Principles in Exhibit J of this contract and the Regional Program Procedures in Appendix D of the General Requirements Document. The Board agrees to participate in any utilization review or utilization management activities conducted by the Department involving services provided through a regional program. Protected health information may be disclosed as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (k) (6) (ii).

h. **Joint Agreements:** If the Board enters into a joint agreement pursuant to § 37.2-512 or § 37.2-615 of the *Code of Virginia*, the Board shall describe the agreement in Exhibit K of this contract and shall attach a copy of the joint agreement to that Exhibit.

7. Department Responsibilities

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

b. **State Facility Services**

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

2.) The Department shall track, monitor, and report on the Board's utilization of state hospital beds and provide data to the Board about consumers from its service area who are served in state hospitals as permitted under 45 CFR §§ 164.506 (c) (1), (2), and (4) and 164.512 (k) (6) (ii). The Department shall post state hospital bed utilization by the Board for all types of beds (adult, geriatric, child and adolescent, and forensic) on its Internet web site for information purposes.

3.) The Department shall manage its state hospitals and training centers in accordance with State Board Policy 1035 to support service linkages with the Board, including adherence to the applicable provisions of the *Continuity of Care Procedures*, attached to the General Requirements Document as Appendix A, and the *Discharge Planning Protocols*. The Department shall assure that its state hospitals and training centers use teleconferencing technology to the extent practicable and whenever possible to facilitate the Board's participation in treatment planning activities and the Board's fulfillment of its discharge planning responsibilities for its consumers in state hospitals and training centers.

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

5.) **Recovery Orientation:** Each state hospital shall develop and implement a plan for assessing and increasing its recovery orientation over time, initially for adults with serious mental illnesses, in accordance with Section 5, Advancing the Vision, of the Partnership Agreement.

c. **Quality of Care**

1.) The Department with participation from the Board shall identify consumer outcome, Board provider performance, consumer satisfaction, and consumer and family member participation and involvement measures and emergency services and case

management services performance expectations and goals for inclusion in this contract, pursuant to § 37.2-508 or § 37.2-608 of the *Code of Virginia*, and shall collect information about these measures and performance expectations and goals and work with the Board to use them as part of the Continuous Quality Improvement Process described in Exhibit B to improve services.

2.) The Department may provide professional consultations to the Board upon request for clinically complex or difficult or medically complicated cases within the resources available for this purpose in the Department or its facilities and as permitted under 45 CFR § 164.506 (c) (1) when consumers or their authorized representatives have requested second opinions and with valid authorizations that comply with the Human Rights Regulations and the HIPAA Privacy Rule or when staff of the Board request such consultations for its consumers in the community, if the Board is not able to provide those second opinions or obtain this consultation within its resources.

3.) The Department shall work with the Board, the state hospitals and training centers serving it, and private providers participating as signatories in the regional partnership, to implement regional utilization management procedures and practices that reflect the Regional Utilization Management Guidance document, adopted by the System Leadership Council on January 10, 2007, which, by agreement of the parties, is hereby incorporated into and made a part of this contract by reference.

4.) **Recovery Orientation:** The Department shall develop and implement a plan for assessing and increasing its recovery orientation over time, initially for adults with serious mental illnesses, in accordance with Exhibit C and Section 5, Advancing the Vision, of the Partnership Agreement. It shall work with the Board through the Virginia Association of Community Services Boards to identify one or more standardized instruments for the Board, the Department, and state hospitals to use periodically to assess their consumer orientation; work with the Board within the resources available to support the Board's efforts to assess and increase its consumer orientation over time; and review and provide feedback to the Board on its efforts in this area.

d. Reporting Requirements

1.) In accordance with State Board Policy 1037, the Department shall work with representatives of Boards, including the Virginia Association of Community Services Boards' Data Management Committee (DMC), to ensure that current data and reporting requirements are consistent with each other and with the current Core Services Taxonomy, the current Community Consumer Submission (CCS), and TEDS and other federal reporting requirements. The Department also shall work with representatives of Boards, including the DMC, in planning and developing any additional reporting or documentation requirements beyond those identified in this contract, such as the federal mental health and substance abuse National Outcomes Measures (NOMS) when they become effective, to ensure that such requirements are consistent with the current Core Services Taxonomy, the current CCS, and TEDS and other federal reporting requirements.

2.) The Department shall collaborate with representatives of the Boards, including the DMC, in the implementation and modification of the current Community Consumer Submission (CCS), which reports individual consumer characteristic and service data that is required under § 37.2-508 or § 37.2-608 of the *Code of Virginia*, the federal Substance Abuse and Mental Health Services Administration, and Part C of Title XIX of the Public Health Services Act – Block Grants, §1943 (a) (3) and § 1971 and § 1949, as amended by Public Law 106-310, to the Department and is defined in the current CCS Extract Specifications and Design Specifications (including the current Business Rules). The Department will receive and use individual consumer characteristic and service data disclosed by the Board through the CCS as permitted under 45 CFR §§ 164.506

(c) (1) and (3) and 164.512 (a) (1) and under § 32.1-127.1:03.D (6) of the *Code of Virginia* and shall implement procedures to protect the confidentiality of this information pursuant to § 37.2-504 or § 37.2-605 of the *Code of Virginia* and HIPAA.

3.) The Department shall work with representatives of the Boards, including the DMC, to reduce the number of data elements required whenever this is possible.

4.) The Department shall ensure that all surveys and requests for data have been reviewed for cost effectiveness and developed through a joint Department and Board process. The Department shall comply with the Procedures for Approving CSB Surveys, Questionnaires, and Data Collection Instruments and Establishing Reporting Requirements, issued by Commissioner Reinhard on November 9, 2007.

5.) The Department shall work with representatives of the Boards, including the DMC, to review existing reporting requirements outside of the current CCS to determine if they are still necessary and, if they are, to streamline those reporting requirements as much as possible.

e. **Discharge Assistance Project**

1.) **Department Responsibilities:** If the Board participates in any DAP funded by the Department, the Department shall fund and monitor the DAP as a restricted fund. The Department agrees that the Board shall be responsible for ensuring the effective utilization of those funds, without submitting individualized services plans to the Department for preauthorization or approval.

2.) **Department Review:** The Department may conduct utilization review or utilization management activities involving services provided by the Board under the DAP. If such activities involve the disclosure of protected health information, the information may be used and disclosed as permitted under 45 CFR §§ 164.506 (c) (1), (3), and (4) and 164.512 (k) (6) (ii).

3.) **Procedures:** The Department shall adhere to the DAP Procedures in the General Requirements Document. If the Board's participation in the DAP causes it to be out of compliance with the 10 percent local matching funds requirement in § 37.2-509 of the *Code of Virginia*, the Department shall grant an automatic waiver of that requirement, related to the DAP funds, as authorized by that *Code* section and State Board Policy 4010.

f. **Individualized Services**

1.) **Department Responsibilities:** If the Board participates in any individualized services, except DAP, funded by the Department (e.g., the MH Child and Adolescent Services Initiative), the Department shall fund and monitor those services as a restricted fund. The Department agrees that the Board shall be responsible for ensuring the effective utilization of those funds, without submitting individualized services plans to the Department for preauthorization, approval, or information.

2.) **Department Review:** The Department may conduct utilization review or utilization management activities involving services provided by the Board as individualized services. If such activities involve the disclosure of protected health information, the information may be used and disclosed as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (k) (6) (ii).

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

associated with those statutes, regulations, policies, or other requirements or documents, shall constitute an amendment of this contract, made in accordance with applicable provisions of the Partnership Agreement, that requires a new contract signature page, signed by both parties.

If any laws or regulations that become effective after the execution date of this contract substantially change the nature and conditions of this contract, they shall be binding upon the parties, but the parties retain the right to exercise any remedies available to them by law or other provisions of this contract. The Department and its state hospitals and training centers shall comply with the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder by their compliance dates, except where the HIPAA requirements and applicable state law or regulations are contrary, and state statutes or regulations are more stringent, as defined in 45 CFR § 160.202, than the related HIPAA requirements.

If the Board's receipt of state facility reinvestment project funds causes it to be out of compliance with the 10 percent local matching funds requirement in § 37.2-509 of the *Code of Virginia*, the Department shall grant an automatic waiver of that requirement, related to the state facility reinvestment project funds, as authorized by that *Code* section and State Board Policy 4010.

h. **Communication:** The Department shall provide technical assistance and written notification regarding changes in funding source requirements, such as regulations, policies, procedures, and interpretations, to the extent that those changes are known to the Department. The Department shall resolve, to the extent practicable, inconsistencies in state agency requirements that affect requirements in this contract. The Department shall respond in a timely manner to written correspondence from the Board that requests information or a response.

i. **Regional Programs:** The Department may conduct utilization review or utilization management activities involving services provided by the Board through a regional program. If such activities involve the disclosure of protected health information, the information may be used and disclosed as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (k) (6) (ii). If the Board's participation in a regional program, as defined in the Regional Program Principles in Exhibit J of this contract and the Regional Program Procedures in Appendix D of the General Requirements Document, causes it to be out of compliance with the 10 percent local matching funds requirement in § 37.2-509 of the *Code of Virginia*, the Department shall grant an automatic waiver of that requirement, related to the funds for that regional program, as authorized by that *Code* section and State Board Policy 4010.

8. **Subcontracting:** The Board may subcontract any of the requirements in this contract. The Board 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 must comply with applicable statutes, regulations, and guidelines, including the Virginia Public Procurement Act. All subcontracted activities shall be formalized in written contracts between the Board and subcontractors. The Board agrees to provide copies of such contracts or other documents to the Department upon request. The Board shall satisfy the subcontracting provisions in the General Requirements Document.

9. Terms and Conditions

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

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

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

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

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

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

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

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

6.) determination that the performance contract is void.

d. **Termination**

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

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

3.) In accordance with § 37.2-508 or § 37.2-608 of the *Code of Virginia*, the Department may terminate all or a portion of this contract, after unsuccessful use of the remediation process described in section 9.e and after affording the Board an adequate opportunity to use the dispute resolution process described in section 9.f of this contract. A written notice specifying the cause must be delivered to the Board's board chairman 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 Board shall be made by the Department.

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

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

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

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

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

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

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

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

7.) Subject to provisions of the Freedom of Information Act, the panel shall convene in closed session at the end of the hearing and shall issue written recommended findings of fact within seven days of the hearing. The recommended findings of fact shall be submitted to the Commissioner for a final decision.

8.) The findings of fact shall be final and conclusive and shall not be set aside by the Commissioner unless they are (1) fraudulent, arbitrary, or capricious; (2) so grossly erroneous as to imply bad faith; (3) in the case of termination of the contract due to failure to perform, the criteria for performance measurement are found to be erroneous, arbitrary, or capricious; or (4) not within the Board's purview.

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

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

11.) The Board or the Department may seek judicial review of the final decision as provided in § 2.2-4365 of the *Code of Virginia* in the Circuit Court for the City of Richmond within 30 days of receipt of the final decision.

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

h. **Liability:** The Board shall defend or compromise, as appropriate, all claims, suits, actions, or proceedings arising from its performance of this contract. The Board 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. These responsibilities may be discharged by means of a proper and sufficient self-insurance program operated by the state or a city or county government. The Board shall provide a copy of any such 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 individual to services or benefits from the Board or the Department.

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

10. **Areas for Future Resolution:** On an ongoing basis, the Board and the Department 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 services. This section identifies issues and topics that the Board and the Department agree to work on collaboratively during the term of this contract in order to resolve them during that period or later, if necessary. Issues and topics may be added at any time by mutual agreement through amendment of this contract. The Board or representatives of the Board and the Department will establish work groups where appropriate to address these issues and topics. The Department and the Board also may address issues and topics through the System Leadership Council and the System Operations Team, which are described in the Partnership Agreement.

a. **Evidence-Based or Best Clinical Practices:** Identify evidence-based practices or best clinical practices that will improve the quality of mental health, mental retardation, or substance abuse services and address the service needs of individuals with co-occurring disorders and develop strategies for the implementation of these practices to the extent practicable.

b. **Mental Health and Substance Abuse Services Performance Expectations and Goals:** Develop the second phase of performance expectations and goals that will address service quality issues for emergency services and case management services and expand this continuous quality improvement approach to other services provided by the Board, including preadmission screening and discharge planning, to local, regional, and statewide utilization management, and to state facility operations.

c. **Data Quality and Use:** Through the Moving Forward Work Group, the VACSB Data Management Committee, and similar mechanisms, work collaboratively to (i) monitor and increase the timeliness and quality of data submitted through the current Community Consumer Submission in accordance with the current CCS Extract Specifications and Design Specifications (including the current Business Rules); (ii) address current and future

data and information needs, including communicating more effectively about the volume of services provided and how these services affect the lives of individual consumers; (iii) achieve the values and benefits of interoperability or the ability to reliably exchange information without error, in a secure fashion, with different information technology systems, software applications, and networks in various settings; to exchange this information with its clinical or operational meaning preserved and unaltered; and to do so in the course of the process of service delivery to promote the continuity of that process and (iv) plan for the implementation of electronic Health Information Exchange and Electronic Health Records by July 1, 2012 to improve the quality and accessibility of services and streamline and reduce reporting and documentation requirements.

d. **Co-Occurring Disorder Treatment Performance Expectations and Goals:** As part of the continuous quality improvement process described in Exhibit B, develop co-occurring disorder treatment performance expectations, goals, and benchmarks in areas such as Board self-assessment, consumer screening and assessment, service integration, and reporting, for possible inclusion in the FY 2010 performance contract. As part of this activity, reference or develop CCS data elements and Core Services Taxonomy definitions that identify consumers with co-occurring disorders and services that treat those disorders.

e. **Regional Management Structures or Processes for Consumers Moving Among Regions or Providers:** Through the Regional Utilization Management/Continuous Quality Improvement (RUM/CQI) Work Group, develop clear regional management structures or processes to deal with consumers transferring between private providers participating as signatories in regional partnerships and Boards or state facilities within a region or across regions or consumers transferring from Boards or state facilities in one region to Boards or state facilities in another region. The structures or processes should focus on behavioral rather than diagnostic criteria, individuals and their unique situations rather than population groupings, shared responsibilities and joint ownership, and problem solving. The structures or processes should be as consistent as possible among regions, while allowing variations needed to accommodate particular or unique circumstances in regions. The RUM/CQI Work Group shall develop these structures or processes for consideration and possible adoption in FY 2010 and, where appropriate, inclusion in the FY 2010 contract.

f. **Discharge Planning Protocols and Continuity of Care Procedures:** Through the RUM/CQI Work Group or a separate group established for this purpose, revise the current Discharge Planning Protocols, Continuity of Care Procedures, and Procedures for Continuity of Care Between Community Services Boards and State Psychiatric Facilities (February 3, 1997), integrating or combining them to the greatest extent possible, in time for the revised document(s) to be included in or incorporated by reference into the FY 2010 performance contract. The revised document(s) shall be consistent with applicable *Code of Virginia* requirements and with the regional structures or processes developed pursuant to section 10.e of this contract and also shall include admission protocols or procedures. The revised document(s) or the regional structures or processes also shall address a process for resolving disagreements or problems among Boards and state facilities which they cannot resolve locally.

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

Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services

By: _____

Name: James S. Reinhard, M.D.
Title: Commissioner

Date: _____

_____

_____
Board

By: _____

Name: _____
Title: Chairman of the Board

Date: _____

By: _____

Name: _____
Title: Executive Director

Date: _____

FY2009 Community Services Performance Contract

Exhibit A

Fairfax-Falls Church

Consolidated Budget				
Revenue Source	Mental Health	Mental Retardation	Substance Abuse	TOTAL
State Funds	6,718,139	16,381	3,382,219	10,116,739
State Restricted Funds	8,627,463	0	319,064	8,946,527
Local Matching Funds	41,187,893	38,922,681	22,051,160	102,161,734
Total Fees	9,281,201	7,317,869	1,315,403	17,914,473
Transfer Fees (To)/From	0	0	0	0
Federal Funds	1,415,175	0	3,325,121	4,740,296
Other Funds	0	1,675,748	0	1,675,748
State Retained Earnings	0	0	0	0
Federal Retained Earnings	0		0	0
Other Retained Earnings	0	0	0	0
Subtotal Funds	**67,229,871**	**47,932,679**	**30,392,967**	**145,555,517**
State Funds One-Time	0			0
State Restricted Funds One-Time		0		0
Federal Funds One-Time	0		0	0
Subtotal One -Time Funds	**0**	**0**	**0**	**0**
TOTAL ALL FUNDS	**67,229,871**	**47,932,679**	**30,392,967**	**145,555,517**

Cost for MH/MR/SA	57,416,950	47,811,467	24,776,517	130,004,934
Cost for Services Available Outside of a Program Area				15,550,583
Total Cost				145,555,517

Local Match Computation	
Total State Restricted and State Funds	19,063,266
Total Local Matching Funds	102,161,734
Total State and Local Funds	121,225,000
Total Local Match %	84.27%

Administration Expenses	
Total Admin. Expenses	2,804,179
Total Expenses	145,555,517
% Administration	1.93%

FY 2009 Community Services Performance Contract Financial Summary

Mental Health

Fairfax-Falls Church

Revenue Source	Revenue
Fees	
MH Medicaid Fees	6,913,065
MH Fees: Other	2,368,136
Total MH Fees	9,281,201
MH Transfer Fees (To)/From	0
MH Net Fees	9,281,201
Restricted Funds	
Federal	
MH FBG SED C & A	255,191
MH FBG SMI	1,004,169
MH FBG PACT	0
MH FBG Geriatrics	0
MH FBG Consumer Services	0
MH Fed PATH	28,566
MH Other Federal - DMHMRSAS	0
MH Other Federal - CSB	127,249
Total Federal Restricted MH Funds	1,415,175
State	
MH Acute Care (Fiscal Agent)	1,908,947
MH Transfer In/(Out) Acute Care	0
MH Net Acute Care	1,908,947
MH Regional DAP (Fiscal Agent)	1,749,374
MH Transfer In/(Out) Regional DAP	-1,058,519
MH Net Regional DAP	690,855
MH Facility Reinvestment (Fiscal Agent)	0
MH Transfer In/(Out) Facility Reinvestment	0
MH Net Facility Reinvestment	0
MH Regional DAD/Wintex (Fiscal Agent)	788,643
MH Transfer In/(Out) Regional DAD/Wintex	0
MH Net Regional DAD/Wintex	788,643
MH Crisis Stabilization (Fiscal Agent)	814,570
MH Transfer In/(Out) Crisis Stabilization	0
MH Net Crisis Stabilization	814,570
MH Recovery (Fiscal Agent)	1,510,000
MH Transfer In/(Out) Recovery	0
MH Net Recovery	1,510,000
MH Transformation (Fiscal Agent)	70,000
MH Transfer In/(Out) Transformation	0
MH Net Transformation	70,000
MH DAD/Wintex	125,220
MH PACT	700,000
MH Discharge Assistance (DAP)	1,318,699

FY 2009 Community Services Performance Contract Financial Summary

Mental Health

Fairfax-Falls Church

Revenue Source	Revenue
MH Child & Adolescent Services Initative	515,529
MH Pharmacy (Blue Ridge)	0
MH Demo Proj-System of Care (Child)	0
MH Juvenile Detention	110,000
MH Jail Diversion/Service	75,000
MH Geriatrics	0
MH Civil Commitment Law Reforms	0
Total State Restricted MH Funds	8,627,463
Other Funds	
MH Other Funds	0
MH Federal Retained Earnings	0
MH State Retained Earnings	0
MH State Retained Earnings - Regional Prog	0
MH Other Retained Earnings	0
Total Other MH Funds	0
State Funds	
MH State General Funds	6,668,139
MH State Regional Deaf Services	50,000
MH State NGRI	0
MH State Children's Services	0
Total State MH Funds	6,718,139
Local Matching Funds	
MH In-Kind	0
MH Contributions	0
MH Local Other	0
MH Local Government	41,187,893
Total Local MH Funds	41,187,893
Total MH Revenue	67,229,871
MH One Time Funds	
MH FBG SWVMH Board	0
MH FBG SMI	0
MH FBG SED C & A	0
MH FBG Consumer Services	0
MH Fed Emergency Preparedness and Response	0
MH Fed SERG	0
MH State General Funds	0
Total One Time MH Funds	0
Total All MH Revenue	67,229,871

FY 2009 Community Services Performance Contract Financial Summary

Mental Retardation

Fairfax-Falls Church

Revenue Sources	Revenue
Fees	
MR Medicaid Fees	6,389,535
MR Medicaid ICF/MR	0
MR Fees: Other	928,334
MR Fees: Part C	0
Total MR Fees	7,317,869
MR Transfer Fees (To)/From	0
MR Net Fees	7,317,869
Restricted Funds	
Federal	
MR Other Federal - DMHMRSAS	0
MR Other Federal - CSB	0
Total Federal Restricted MR Funds	0
State	
MR Facility Reinvestment (Fiscal Agent)	0
MR Transfer In/(Out) Facility Reinvestment	0
MR Net Facility Reinvestment	0
MR Transformation	0
Total State Restricted MR Funds	0
Other Funds	
MR Workshop Sales	0
MR Other Funds	822,759
MR Other Funds - Part C	852,989
MR State Retained Earnings	0
MR Other Retained Earnings	0
Total Other MR Funds	1,675,748
State Funds	
MR State General Funds	0
MR OBRA	16,381
MR Family Support	0
MR Children's Family Support	0
Total State MR Funds	16,381

FY 2009 Community Services Performance Contract Financial Summary

Mental Retardation

Fairfax-Falls Church

Revenue Sources	Revenue
Local Matching Funds	
MR In-Kind	0
MR Contributions	0
MR Local Other	0
MR Local Government	38,922,681
Total Local MR Funds	38,922,681
Total MR Revenue	47,932,679
MR One Time Funds	
MR Waiver-Start Up	0
Total One Time MR Funds	0
Total ALL MR Revenue	47,932,679

FY 2009 Community Services Performance Contract Financial Summary

Substance Abuse

Fairfax-Falls Church

Revenue Sources	Revenue
Fees	
SA Medicaid Fees	477,886
SA Fees: Other	837,517
Total SA Fees	1,315,403
SA Transfer Fees (To)/From	0
SA Net Fees	1,315,403
Restricted Funds	
Federal	
SA FBG Alcohol/Drug Trmt	1,840,441
SA FBG Women	443,444
SA FBG Prevention-Women	0
SA FBG SARPOS	207,611
SA FBG Facility Diversion	0
SA FBG Jail Services	159,802
SA FBG Crisis Intervention	0
SA FBG Prevention	507,823
SA FBG Co-Occurring	120,000
SA FBG Prev-Strengthening Families	0
SA FBG New Directions	0
SA Fed VASIP/COSIG (Fiscal Agent)	0
SA Fed Transfer In/(Out) VASIP/COSIG	0
SA Net VASIP/COSIG	0
SA Fed Project REMOTE	0
SA Fed Project TREAT	0
SA Other Federal - DMHMRSAS	0
SA Other Federal - CSB	46,000
Total Federal Restricted SA Funds	3,325,121
State	
SA Facility Reinvestment (Fiscal Agent)	0
SA Transfer In/(Out) Facility Reinvestment	0
SA Net Facility Reinvestment	0
SA Facility Diversion	0
SA Women	125,000
SA Crisis Stabilization	0
SA MAT	0
SA Transformation	0
SA SARPOS	148,528
SA Recovery	0
SA HIV/AIDS	45,536
Total State Restricted SA Funds	319,064

FY 2009 Community Services Performance Contract Financial Summary

Substance Abuse

Fairfax-Falls Church

Revenue Sources	Revenue
Other Funds	
SA Other Funds	0
SA Federal Retained Earnings	0
SA State Retained Earnings	0
SA State Retained Earnings-Regional Prog	0
SA Other Retained Earnings	0
Total Other SA Funds	0
State Funds	
SA State General Funds	3,135,453
SA Region V Residential	0
SA Postpartum - Women	3,240
SA Jail Services/Juv Detention	243,526
Total State SA Funds	3,382,219
Local Matching Funds	
SA In-Kind	0
SA Contributions	0
SA Local Other	0
SA Local Government	22,051,160
Total Local SA Funds	22,051,160
Total SA Revenue	30,392,967
SA One Time Funds	
SA FBG Alcohol/Drug Trmt	0
SA FBG Women	0
SA FBG Prevention	0
Total One Time SA Funds	0
Total ALL SA Revenue	30,392,967

FY 2009 Community Services Performance Contract

Local Government Tax Appropriations

Fairfax-Falls Church

City/County	Tax Appropriation
Falls Church City	644,647
Fairfax City	1,422,261
Fairfax County	100,094,826
Total Local Government Tax Funds:	102,161,734

FY 2009 Community Services Performance Contract

Supplemental Information

Reconciliation of Financial Report and Utilization Data (Core Services) Expenses

Fairfax-Falls Church

	MH	MR	SA	Services Outside Prog. Area	Total
Financial Report Revenue	67,229,871	47,932,679	30,392,967	0	145,555,517
Utilization Data Expenses	57,416,950	47,811,467	24,776,517	15,550,583	145,555,517
Difference	9,812,921	121,212	5,616,450	-15,550,583	0

Difference results from

Other	0

Explanation of Other:

Report Date 6/19/2008

FY2009 Community Services Performance Contract

Fairfax-Falls Church

Financial Comments

Comment1	MH Fees Other: $766,875 self-pay + $694,219 insurances + $785,625 CSA +
Comment2	$81,074 State Courts.
Comment3	MH Other Fed: Estimate for 10 months of PATH funding.
Comment4	MH Transfer Out Regional DAP: Per HPR II worksheet, the amount not associated
Comment5	with FFX or unallocated funds. Fairfax estimate = $690,855. Other HPR II
Comment6	estimates: Alex $75,000, Arl $327,626, Loudoun $285.410, PWC $370,483.
Comment7	MR Fees Other: $757,128 self-pay + $171,206 insurances.
Comment8	MR Other Funds: Estimate for 6 months of Part C funding.
Comment9	MR Other Funds Part C: Per DMH, 6 months State $497,901 + Federal $355,088.
Comment10	SA Fees Other: $655,785 self-pay + $40,945 insurances + $41,287 leadership &
Comment11	resiliency fees + $99,500 Schools.
Comment12	SA Other Fed: $46,000 food stamps EBT.
Comment13	
Comment14	
Comment15	
Comment16	
Comment17	
Comment18	
Comment19	
Comment20	
Comment21	
Comment22	
Comment23	
Comment24	
Comment25	

FY 2009 Community Services Performance Contract
CSB 100 Mental Health Services
Fairfax-Falls Church

Report for Form 11

Core Services Code / or Consumer Designation Code

	Consumers Served	Costs
50 Acute Psychiatric or SA Inpatient Services	75	$2,300,332
10 Outpatient Services	5500	$11,738,359
50 Assertive Community Treatment	100	$1,019,948
20 Case Management Services	4750	$11,738,359
10 Day Treatment/Partial Hospitalization	248	$2,357,755
25 Rehabilitation/Habilitation	300	$4,527,409
30 Sheltered Employment	20	$175,797
65 Group Supported Employment	8	$111,358
60 Individual Supported Employment	165	$117,302
01 Highly Intensive Residential Services	25	$3,625,392
10 Residential Crisis Stabilization Services	325	$4,025,767
21 Intensive Residential Services	62	$3,807,440
51 Supervised Residential Services	390	$8,074,916
81 Supportive Residential Services	450	$3,796,816
10 Discharge Assistance Project (DAP)	23	
15 MH Child and Adolescent Services Initiative	23	
18 Program of Assertive Community Treatment (PACT)	100	
19 Prog for Assist in Trans fm Homelessness (PATH)	300	
	Total Costs	**$57,416,950**

FY 2009 Community Services Performance Contract
CSB 200 Mental Retardation Services
Fairfax-Falls Church

Report for Form 21

Core Services Code / or Consumer Designation Code

	Consumers Served	Costs
320 Case Management Services	1300	$4,132,895
425 Rehabilitation/Habilitation	68	$8,516,293
430 Sheltered Employment	107	$3,330,145
465 Group Supported Employment	279	$8,191,883
460 Individual Supported Employment	215	$1,299,461
521 Intensive Residential Services	92	$12,311,860
551 Supervised Residential Services	58	$2,361,671
581 Supportive Residential Services	216	$1,690,394
625 Infant and Toddler Intervention Services	300	$5,976,865
920 Medicaid Mental Retardation HCB Waiver Services	32	
	Total Costs	**$47,811,467**

FY 2009 Community Services Performance Contract
CSB 300 Substance Abuse Services
Fairfax-Falls Church

Report for Form 31

Core Services Code / or Consumer Designation Code

	Consumers Served	Costs
60 Community-Based SA Medical Detox Inpatient Services	37	$134,268
10 Outpatient Services	2400	$3,753,543
40 Opioid Treatment Services	22	$163,355
20 Case Management Services	650	$2,773,422
10 Day Treatment/Partial Hospitalization	500	$3,375,903
01 Highly Intensive Residential Services	765	$3,169,604
21 Intensive Residential Services	505	$9,151,061
31 Jail-Based Habilitation Services	136	$0
51 Supervised Residential Services	90	$750,845
10 Prevention Services		$1,504,516
	Total Costs	**$24,776,517**

FY 2009 Community Services Performance Contract
CSB 400 Services Available Outside of a Program Area
Fairfax-Falls Church

Report for Form 01

Core Services Code	Consumers Served	Costs
100 Emergency Services	48579	$4,607,730
390 Consumer Monitoring Services	5061	$2,506,813
720 Assessment and Evaluation Services	17600	$4,892,278
320 Early Intervention Services	1085	$2,033,762
730 Consumer Run Services		$1,510,000
	Total Costs	**$15,550,583**

Exhibit B: Continuous Quality Improvement Process

Introduction: Meaningful performance expectations are part of a continuous quality improvement (CQI) process being developed and supported by the Department and the Board that will monitor the Board's progress in achieving those expectations to improve the quality, accessibility, and responsiveness of services locally and to provide a platform for system wide improvement efforts. Generally, performance expectations reflect established requirements based in statute, regulation, or policy. Performance goals are developmental; once baseline measures are established and implemented, they will become expectations. The initial performance expectations and goals focus on the areas of the public mental health, mental retardation, and substance abuse services system that have the primary interactions with individuals who are at risk of involvement in the civil admissions process established in Chapter 8 of Title 37.2 of the *Code of Virginia*, are directly involved in that process, are receiving case management services from the Board, or require service linkages between state facility or local inpatient services and other community services. This emphasis is consistent with the Department's and the Board's interest in assuring that consumers receive the services and supports necessary to link them with the most appropriate resources needed to support their recovery, empowerment, and self-determination. The capacity to measure progress in achieving performance expectations and goals, provide feedback, and plan and implement CQI strategies shall exist at local, regional, and state levels.

Implementing the CQI process will be a multi-year, iterative, and collaborative effort to assess and enhance individual Board and system wide performance over time. In this process, Boards and the Department evaluate current operations, determine relevant CQI performance expectations and goals, and establish benchmarks for goals, determined by baseline performance, to convert those goals to expectations. Then, each Board assesses and reports to the Department on its progress toward achieving these expectations and goals and develops and implements a CQI plan to meet them. As benchmarks are attained and expectations and goals are achieved, Boards and the Department review and revise the performance expectations, goals, and benchmarks or establish new ones. Because this CQI process focuses on improving services and to strengthen the engagement of Boards in this process and preserve essential services for consumers, funding will not be based on or associated with Board performance in achieving these expectations and goals. The Department and the Board may negotiate individual Board performance measures in Exhibit D reflecting actions or requirements to meet expectations and goals in the Board's CQI plan. As this joint CQI process evolves and expands, the Department and the VACSB will utilize data and reports submitted by Boards to conduct a broader scale evaluation of service system performance and to identify opportunities for CQI activities across all program areas.

I. CQI Performance Expectations and Goals for Emergency Services and Mental Health and Substance Abuse Case Management Services

A. General Performance Goals

1. For consumers currently receiving services, the Board shall have a protocol in effect 24 hours per day, seven days per week (a) for service providers to alert emergency services staff about consumers deemed to be at risk of needing an emergency intervention, (b) for service providers to provide essential clinical information, which should include advance directives, wellness recovery action plans, or safety and support plans to the extent they are available, that would assist in facilitating the disposition of the emergency intervention, and (c) for emergency services staff to inform the case manager of the disposition of the emergency intervention.
2. For individuals hospitalized through the civil involuntary admission process in a state hospital, a private psychiatric hospital, or a psychiatric unit in a public or private hospital, the Board that will provide services upon the consumer's discharge shall have in place a protocol to engage those individuals in appropriate Board services and supports upon

their return to the community. The Board shall monitor and strive to increase the rate at which these consumers keep scheduled face-to-face (non-emergency) service visits within seven days after discharge from the hospital or unit.

B. Emergency Services Performance Expectations

1. Every preadmission screening evaluator hired after July 1, 2008 shall meet the educational qualifications endorsed in October 2007 by the Department and the Virginia Association of Community Services Boards.
2. Every preadmission screening evaluator shall complete the certification program approved by the Department, and documentation of satisfactory completion shall be accessible for review.
3. Pursuant to subsection B of § 37.2-815 of the *Code of Virginia*, a preadmission screening evaluator or, through a mutual arrangement, an evaluator from another Board shall attend each commitment hearing held in the Board's service area or for a Board's consumer outside of its service area in person, or, if that is not possible, the preadmission screening evaluator shall participate in the hearing through two-way electronic video and audio or telephonic communication systems, as authorized by subsection B of § 37.2-804.1 of the *Code of Virginia*, for the purposes of presenting preadmission screening reports and recommended treatment plans and facilitating least restrictive dispositions.
4. In preparing preadmission screening reports, the preadmission screening evaluator shall consider all available relevant clinical information, including a review of clinical records, wellness recovery action plans, advance directives, and information or recommendations provided by other current service providers or appropriate significant persons (e.g., family members or partners). Reports shall reference the relevant clinical information used by the preadmission screening evaluator.
5. If the emergency services intervention occurs in a hospital or clinic setting, the preadmission screening evaluator shall inform the charge nurse or requesting medical doctor of the disposition, including leaving a written clinical note describing the assessment and recommended disposition or a copy of the preadmission screening form containing this information.

C. Emergency Services Performance Goals

1. Telephone access to individuals employed or contracted by the Board to provide emergency services shall be available 24 hours per day, seven days per week. Initial responders shall triage calls and, for callers with emergency needs, shall be able to link the caller with a preadmission screening evaluator within 15 minutes.
2. When an immediate face-to-face intervention by a certified preadmission screening evaluator is appropriate to determine the possible need for involuntary hospitalization, the intervention shall be completed by a certified preadmission screening evaluator who shall be available within one hour of initial contact for urban Boards and within two hours for rural Boards. Urban and rural Boards are defined and listed in the current Overview of Community Services in Virginia, available on the Department's web site.

D. Mental Health and Substance Abuse Case Management Services Performance Expectations

1. Case managers employed or contracted by the Board shall meet the knowledge, skills, and abilities qualifications in the Case Management Licensing Regulations, 12 VAC 35-105-1250.

2. Consumers of case management services shall be offered a choice of case managers to the extent possible, and this shall be documented by a procedure to address requests for changing a case manager.

3. Reviews of the individualized services plan (ISP), including necessary assessment updates, shall be conducted face-to-face with the consumer every 90 days and shall include significant changes in the consumer's status, engagement, participation in recovery planning, and preferences for services; and the ISP shall be revised accordingly to include a consumer-directed wellness plan that addresses crisis self-management strategies and implements advance directives, as desired by the consumer. For those consumers who express a choice to discontinue case management services because of their dissatisfaction with care, the provider must review the ISP to consider reasonable solutions to address the consumer's concerns.

4. The Board shall have policies and procedures in effect to ensure that, during normal business hours, case management services shall be available to respond in person, electronically, or by telephone to preadmission screening evaluators of consumers with open cases at the Board to provide relevant clinical information in order to help facilitate appropriate dispositions related to the civil involuntary admissions process established in Chapter 8 of Title 37.2 of the *Code of Virginia*.

E. Mental Health and Substance Abuse Case Management Services Performance Goals

1. For an individual who has been discharged from a state hospital, a private psychiatric hospital, or a psychiatric unit in a public or private hospital or released from a commitment hearing and has been referred to the Board and determined by the Board to be appropriate for case management services, a preliminary assessment shall be initiated at first contact and completed, preferably within 14 but in no case more than 30 calendar days of referral, and an individualized services plan (ISP) shall be initiated within 24 hours of the consumer's admission to a program area for case management services and updated when required by the Department's licensing regulations. A copy of an advance directive, a wellness recovery action plan, or a similar expression of a consumer's treatment preferences, if available, shall be included in the clinical record.

2. For consumers for whom case management services will be discontinued due to failure to keep scheduled appointments, outreach attempts, including home visits, telephone calls, letters, and contacts with others as appropriate, to reengage the consumer shall be documented. The Board shall have a procedure in place to routinely review the rate of and reasons for refused or discontinued case management services and shall take appropriate actions when possible to reduce that rate and address those reasons.

II. Data Quality Performance Expectations and Goals

A. Data Quality Performance Expectations

1. The Board shall submit complete Community Consumer Submission (CCS) consumer, type of care, and services file extracts to the Department in accordance with the schedule in Exhibit E of this contract, a submission for each month by the end of the following month.

B. Data Quality Performance Goals

1. If the Board experiences a fatal error rate of more than five percent of its CCS consumer records in more than one monthly submission, the Board shall develop and implement a data quality improvement plan to achieve the goal of no more than five percent of its CCS consumer records containing fatal errors within a timeframe negotiated with the Department.

2. The Board shall ensure that all required CCS data is collected and entered into its information system when a case is opened or a consumer is admitted to a program area, updated at least annually when a consumer remains in service that long, and updated when a consumer is discharged from a program area or his case is closed. The Board shall identify situations where data is missing or incomplete and implement a data quality improvement plan to increase the completeness, accuracy, and quality of CCS data that it collects and reports.

III. Continuous Quality Improvement Process Affirmations

Pursuant to Section 7: Accountability in the Community Services Performance Contract Central Office, State Facility, and Community Services Board Partnership Agreement, the Board provides the following affirmations of its compliance with the listed Emergency Services, Case Management, and Data Quality Performance Expectations and Goals. If a particular affirmation cannot be initialed by the Executive Director, the Board shall attach an explanation to this exhibit with a plan for complying with the expectation or goal, including specific actions and target dates. The Department will review this plan and negotiate any changes with the Board, whereupon, the plan will become part of this exhibit.

Expectation or Goal **Affirmation**

I.A.1. For consumers currently receiving services, the Board has a protocol in effect 24 hours per day, seven days per week (a) for service providers to alert emergency services staff about consumers deemed to be at risk of needing an emergency intervention, (b) for service providers to provide essential clinical information, which should include advance directives, wellness recovery action plans, or safety and support plans to the extent they are available, that would assist in facilitating the disposition of the emergency intervention, and (c) for emergency services staff to inform the case manager of the disposition of the emergency intervention. The Board will provide a copy this protocol to the Department upon request.

/jat/_ Initials of the Executive Director

During its inspections, the Department's Licensing Office will examine this protocol to verify this affirmation as it reviews the Board's policies and procedures.

I.A.2. For individuals hospitalized through the civil involuntary admission process in a state hospital, a private psychiatric hospital, or a psychiatric unit in a public or private hospital for whom the Board will provide services upon the consumer's discharge, the Board has in place a protocol to engage those individuals in appropriate Board services and supports upon their return to the community. The Board will provide this protocol to the Department upon request.

/jat/___ Initials of the Executive Director

During its inspections, the Department's Licensing Office will examine this protocol to verify this affirmation as it reviews the Board's policies and procedures.

I.B.1. Every preadmission screening evaluator hired after July 1, 2008 meets the educational qualifications endorsed in October, 2007 by the Department and the Virginia Association of Community Services Boards.

/jat/_ Initials of the Executive Director

During its inspections, the Department's Licensing Office will verify this affirmation as it reviews personnel records.

I.B.2. Every preadmission screening evaluator employed by the Board has completed the certification program approved by the Department before performing preadmission screenings.

/jat/_ Initials of the Executive Director

During its inspections, the Department's Licensing Office will verify this affirmation as it reviews personnel or training records or documentation.

I.B.4. In preparing preadmission screening reports, preadmission screening evaluators consider available relevant clinical information, including a review of clinical records, wellness recovery action plans, advance directives, and information or recommendations provided by other current service providers or appropriate significant persons (e.g., family members or partners). Reports reference the relevant clinical information used by the preadmission screening evaluator.

/jat/_ Initials of the Executive Director

During its inspections, the Department's Licensing Office will verify this affirmation as it reviews consumer services records, including records selected from a sample identified by the Board for consumers who received preadmission screening evaluations.

I.B.5. If the emergency services intervention occurs in a hospital or clinic setting, the Board's preadmission screening evaluator informs the charge nurse or requesting medical doctor of the disposition, including leaving a written clinical note describing the assessment and recommended disposition or a copy of the preadmission screening form containing this information, and this action is documented in the consumer's service record at the Board with a progress note or with a notation on the preadmission screening form that is included in the consumer's service record.

/jat/_ Initials of the Executive Director

During its inspections, the Department's Licensing Office will verify this affirmation as it reviews consumer services records, including records selected from a sample identified by the Board for consumers who received preadmission screening evaluations, for a progress note or a copy of the preadmission screening form.

I.D.1. Case managers employed or contracted by the Board meet the knowledge, skills, and abilities qualifications in the Case Management Licensing Regulations.

/jat/_ Initials of the Executive Director

During its inspections, the Department's Licensing Office will verify this affirmation as it reviews personnel records.

I.D.2. Consumers of case management services are offered a choice of case managers to the extent possible, and this is documented by a procedure to address requests for changing a case manager. The Board will provide a copy this procedure to the Department upon request.

/jat/_ Initials of the Executive Director

During its inspections, the Department's Licensing Office will verify this affirmation as it reviews consumer services records and by examining the procedure.

I.D.3. Reviews of the ISP, including necessary assessment updates, are conducted face-to-face with the consumer every 90 days and include significant changes in the consumer's status, engagement, participation in recovery planning, and preferences for services; and the individualized services plan (ISP) shall be revised accordingly to include a consumer-directed wellness plan that addresses crisis self-management strategies and implements advance directives, as desired by the consumer. For those consumers who express a choice to discontinue case management services because of their dissatisfaction with care, the provider reviews the ISP to consider reasonable solutions to address the consumer's concerns.

/jat/_ Initials of the Executive Director

During its inspections, the Department's Licensing Office will verify this affirmation as it reviews consumer services records, including records from a sample identified by the Board for consumers who discontinued case management services.

I.D.4. The Board has policies and procedures in effect so that, during normal business hours, case management services are available to respond in person, electronically, or by telephone to preadmission screening evaluators of consumers with open cases at the Board to provide relevant clinical information in order to help facilitate appropriate dispositions related to the civil involuntary admissions process established in Chapter 8 of Title 37.2 of the *Code of Virginia*.

/jat/_ Initials of the Executive Director

During its inspections, the Department's Licensing Office will verify this affirmation as it examines the Board's policies and procedures.

I.E.1. a. For an individual who has been discharged from a state hospital, a private psychiatric hospital, or a psychiatric unit in a public or private hospital or released from a commitment hearing and has been referred to the Board and determined by the Board to be appropriate for case management services, an individualized services plan (ISP) is initiated within 24 hours of the consumer's admission to a program area for case management services and updated when required by the Department's licensing regulations.

b. A copy of an advance directive, a wellness recovery action plan, or a similar expression of a consumer's treatment preferences, if available, is included in the consumer's clinical record.

/jat/_ Initials of the Executive Director

During its inspections, the Department's Licensing Office will verify these affirmations as it reviews consumer service records.

I.E.2. For consumers for whom case management services will be discontinued due to failure to keep scheduled appointments, outreach attempts, including home visits, telephone calls, letters, and contacts with others as appropriate, to reengage the consumer are documented. The Board has a procedure in place to routinely review the rate of and reasons for refused or discontinued case management services and shall take appropriate actions when possible to reduce that rate and address those reasons. The Board will provide a copy of this procedure to the Department upon request.

/jat/_ Initials of the Executive Director

During its inspections, the Department's Licensing Office will examine this procedure to verify this affirmation.

IV. Continuous Quality Improvement Process Measures

The Board agrees to monitor and collect data and report on the following measures or to use data from the Department or other sources to monitor its accomplishment of the performance expectations and goals in this exhibit.

Expectation or Goal **Measure**

I.A.2. The Board agrees to monitor and report quarterly to the Department on the percentage of individuals hospitalized through the civil involuntary admission process in a state hospital, a private psychiatric hospital, or a psychiatric unit in a public or private hospital and discharged to the Board who keep scheduled face-to-face (non-emergency) service visits within seven days after discharge from the hospital or unit. The Department agrees to monitor this measure through comparing AVATAR data on consumers discharged from state hospitals to the Board with CCS data about their admission to the mental health program area and dates of service after discharge from the hospital or unit.

I.B.3. The Board agrees to conduct periodic surveys for one month in each quarter to gather the following information about the attendance of its preadmission screening evaluators at commitment hearings in person or via two-way electronic video and audio or telephonic communication systems (tracked and reported separately) and to report the results to the Department quarterly:

a. the number of commitment hearings attended in the Board's service area,

b. the number of commitment hearings attended outside of the Board's service area for Board consumers, and

c. the number of commitment hearings attended outside of the Board's service area on behalf of other Boards.

The Board and the Department also will use information provided by the Office of the Executive Secretary of the Supreme Court about the total numbers of commitment hearings held each month by courts in the Board's service area to monitor this goal.

I.C.1. The Board agrees to conduct a two week test of its emergency services each quarter to monitor the availability of emergency services 24 hours per day and seven days per week and the access of consumers with emergency needs to a prescreening evaluator within 15 minutes of their initial calls. The test will consist of calls made to its emergency services at various times of the day and night during the work week and on weekends, distributed so that calls are balanced between regular business hours and after-hours periods. The Board agrees to maintain documentation of these tests, including information about circumstances in which this goal is not met, locally for three years and to report a summary and analysis of the results semi-annually to the Department.

I.C.2. The Board agrees to collect, as part of its two week tests of its emergency services each quarter, the time within which the preadmission screening evaluator is available from the initial contact for consumers identified with emergency needs and to monitor achievement of the goal that the evaluator be available within one hour of initial contact if the Board is an urban board or within two hours if the Board is a rural board. The Board agrees to maintain documentation of these tests, including information about circumstances in which this goal is not met, locally for three years and to report a summary and analysis of the information semi-annually to the Department as part of its report on the preceding measure.

I.E.1. The Board agrees to monitor and report semi-annually to the Department on the percentage of consumers who have been discharged from a state hospital, a private psychiatric hospital, or a psychiatric unit in a public or private hospital or released from a commitment hearing and referred to the Board and determined by the Board to be appropriate for case management services for whom a preliminary assessment is initiated at first contact and completed, preferably within 14 but in no case more than 30 calendar days of referral.

I.E.2. The Board agrees to conduct a survey for one month in each quarter or to regularly track data to report the rate of refused or discontinued case management services (number of consumers refusing or discontinuing the service divided by the total number of consumers receiving case management services during the reporting period) and reasons for refused or discontinued case management services and to identify the actions taken to reduce that rate and address those reasons. The Board agrees to maintain documentation of this information locally for three years and to report a summary and analysis of the information semi-annually to the Department.

II.A.1. The Board agrees to submit 100 percent of its monthly CCS consumer, type of care, and services file extracts submitted to the Department in accordance with the schedule in Exhibit E of this contract, a submission for each month by the end of the month following the month for which the extracts are due. The Department will monitor this measure quarterly and negotiate an Exhibit D with the Board if it fails to meet this goal for more than two months in a quarter.

II.B.1. The Board agrees to monitor the total number of consumer records rejected due to fatal errors divided by the total consumer records in the Board's monthly CCS consumer extract file. If the Board experiences a fatal error rate of more than five percent of its CCS consumer records in more than one monthly submission, the Board agrees to develop and implement a data quality improvement plan to achieve the goal of no more than five percent of its CCS consumer records containing fatal errors within a timeframe negotiated with the Department.

II.B.2. a. The Board agrees to monitor the total number of consumers without service records submitted showing receipt of any substance abuse service within the prior 90 days divided by the total number of consumers with a TypeOfCare record showing a substance abuse discharge those 90 days. If more than 10 percent of its consumers have not received any substance abuse service within the prior 90 days and have not been discharged from the substance abuse program area, the Board agrees to develop and implement a data quality improvement plan to reduce that percentage.

II.B.2. b. The Board agrees to monitor the total number of consumers with a TypeOfCare record showing a discharge (with a TypeOfCare Through Date in the record) from the mental health or substance abuse program area during the previous quarter without an appropriate completed discharge status divided by the total number of consumers with a TypeOfCare record showing a discharge from the mental health or substance abuse program area during the previous quarter. If more than 10 percent of its consumers are discharged during a quarter without an appropriate completed discharge status, the Board agrees to develop and implement a data quality improvement plan to reduce this percentage.

Exhibit B: Continuous Quality Improvement Process

Signature: In witness thereof, the Board provides the affirmations initialed by the Executive Director in section III. of this Exhibit and agrees to monitor and collect data and report on the measures in section IV of this Exhibit or to use data from the Department or other sources to monitor the accomplishment of the performance expectations and goals in this Exhibit, as denoted by the signature of the Board's Executive Director.

_____ By: _____

_____ Name: _____
Board Title: Executive Director

Date: _____

Exhibit C: Statewide Consumer Outcome and Board Performance Measures

Measure	Access for Pregnant Women	Continuity of Care
Program Area	Substance Abuse Services Only	Mental Health Services Only
Source of Requirement	SAPT Block Grant	CQI Performance Measure [1]
Type of Measure	Aggregate	Individual
Data Needed For Measure	Number of Pregnant Women Requesting Service	Face-to-Face Status
	Number of Pregnant Women Receiving Services Within 48 Hours	Date of First Face-to-Face Outpatient Visit
Reporting Frequency	Annually	Quarterly
Reporting Mechanism	Performance Contract Reports	Ad Hoc Report

Other Board Provider Performance and Consumer Outcome measures will be collected through the current CCS, which CSBs submit to provide TEDS data and to satisfy federal Mental Health and SAPT Block Grant requirements. These measures include changes in employment status and type of residence, number of arrests, and type and frequency of alcohol or other drug use.

[1] Percentage of discharges from state psychiatric hospitals that were followed by at least one scheduled face-to-face (non-emergency) outpatient visit within 7 days.

The Board also agrees to participate in the conduct of the following surveys:

1. Annual Consumer Survey of MH and SA Outpatient Consumers,
2. Annual Youth Services Survey for Families (i.e., Child MH survey), and
3. MR Family Survey (done at the time of the consumer's annual planning meeting).

As part of its continuous quality improvement process and in accordance with Section 5, Advancing the Vision, of the Partnership Agreement and recommendations in the *Services System Transformation Initiative Data/Outcomes Measures Workgroup Report* (September 1, 2006), the Board shall develop and implement a plan by June 30, 2009 to assess and increase its recovery orientation over time, initially for adults with serious mental illnesses. This plan shall include use of a standardized instrument selected from a menu of instruments identified by the Department and the Virginia Association of Community Services Board in the *Report*, such as the ROSI, to assess the Board's recovery orientation periodically. In developing and implementing this plan, the Board shall involve consumers, for instance by training and hiring consumers to administer the Recovery Oriented Systems Indicators (ROSI) or other standardized instrument and to compile and analyze the results. Once it selects and implements an instrument, the Board shall share the results of its use with the Department.

Exhibit D: Individual Board Performance Measures

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

Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services

By: _____

Name: James S. Reinhard, M.D.
Title: Commissioner

Date: _____

_____

_____
Board

By: _____

Name: _____
Title: Chairman of the Board

Date: _____

By: _____

Name: _____
Title: Executive Director

Date: _____

Exhibit E: Performance Contract Process and Contract Revision Instructions

05-02-08: The Department distributes the FY 2009 Performance Contract to Boards electronically on **May 2.**

05-09-08: The Department distributes the FY 2009 Letters of Notification to Boards on **May 9**, with enclosures that show tentative allocations of state and federal block grant funds. Another enclosure may list performance measures that have been negotiated with a Board to be included in Exhibit D of the contract. The Office of Information Technology Services (OITS) completes distribution of the FY 2009 Community Services Performance Contract package software (CARS-ACCESS) to CSBs by **May 9.** Department staff completes training Boards on the software by **May 23**.

06-20-08: Exhibit A and other parts of the FY 2009 Community Services Performance Contract, submitted electronically in CARS-ACCESS, are due in the OITS *in time to be received by* **June 20**. Tables 1 and 2 of the Performance Contract Supplement (also in CARS-ACCESS) must be submitted with the contract. *While a paper copy of the complete contract is not submitted,* paper copies of the following completed pages with signatures where required are due in the Office of Community Contracting (OCC) by **June 20**: the signature page of the contract body; the Board's current organization chart (page 3 of Exhibit H), Exhibit B, Exhibit D, if applicable, Exhibit F (two pages), page 1 of Exhibit G, Exhibit K (if applicable), and the signature page of the Partnership Agreement (page 10). Page 2 of Exhibit G must be submitted as soon as possible and no later than **September 30.**

Contracts must conform to Letter of Notification allocations of state and federal funds, or amounts subsequently revised by or negotiated with the OCC and confirmed in writing, and must contain actual appropriated amounts of local matching funds. If the Board cannot include the minimum 10 percent local matching funds in the contract, it must submit a written request for a waiver of the matching funds requirement, pursuant to § 37.2-509 of the *Code of Virginia* and State Board Policy 4010, to the OCC with its contract. This requirement also applies to mid-year and end of the fiscal year performance contract reports, submitted after the ends of the 2nd and 4th quarters, and contract revisions, if either report or the contract revision reflects less than the minimum 10 percent local matching funds.

06-30-08: Program Accountants in the Department's Office of Grants Management (OGM) prepare Electronic Data Interchange (EDI) transfers for the *first two semi-monthly payments* (both July payments) of state and federal funds for all Boards and send the requests to the Department of Accounts, starting with the transmission on **June 30**.

07-14-08: Program Accountants receive authorizations to prepare EDI transfers for *payments 3 through 6* (both August and September) of state and federal funds for Boards whose contracts were received and determined to be complete by July 14 and, after OCC Administrators authorize their release, prepare and send the transfers to the Department of Accounts, starting with the transmission on **August 1**. Payments will not be released without complete contracts, as defined in item 1 of Exhibit I. For a Board whose contract is received after July 14, EDI transfers for these four semi-monthly payments will be processed within two weeks of receipt of the contract, if the contract is complete.

07-22-08: Department staff complete reviews by **July 22** of FY 2009 contracts received by June 20 that are complete and acceptable. Contracts received after June 20 will be processed in the order in which they are received.

1. The **Office of Grants Management** (OGM) analyzes the revenue information in the contract for conformity to Letter of Notification allocations and makes corrections and changes on the financial forms in Exhibit A of the contract.

2. The **Offices of Mental Health, Child and Family, Mental Retardation,** and **Substance Abuse Services** review and approve new service proposals and consider program issues related to existing services, based on Exhibit A.
3. The **Office of Community Contracting** (OCC) assesses contract completeness, examines maintenance of local matching funds, analyzes existing service levels for numbers of consumers served, integrates new service information, makes corrections and changes on the service forms in Exhibit A, negotiates changes in Exhibit A, and finalizes the contract for signature by the Commissioner. The OCC Administrator notifies the Board when its contract is not complete or has not been approved and advises the Board to revise and resubmit its contract.
4. The **Office of Information Technology Services** (OITS) receives CARS-ACCESS and Community Consumer Submission (CCS) submissions from the Boards, maintains the community database, and processes signed contracts into that database as they are received from the OCC.

07-31-08: Boards submit their final FY 2008 CCS consumer, type of care, and service extract files for June to the OITS in time to be received by **July 31**. Boards submit their final FY 2008 quarterly System Transformation Initiative (STI) reports in time to be received in the OCC by **July 31**.

08-22-08: The OITS distributes the FY 2008 end of the fiscal year performance contract report software (CARS-ACCESS) by **August 22**.

08-27-08: Boards submit their complete CCS reports for total (annual) FY 2008 CCS service unit data to the OITS in time to be received by **August 27**. This later date for final FY 2008 CCS service unit data, as opposed to July 31, 2008, allows for the inclusion of all units of services delivered in FY 2008, which might not be in local information systems in July. Since all services provided by Boards directly and contractually should be in their local information systems, service unit information in final CCS FY 2008 submissions should match service unit information in FY 2008 CARS performance contract reports. Any corrections of service information needed as a result of Departmental review of the August 27 submissions must be completed by **October 1**.

09-15-08: Program Accountants receive authorization to prepare EDI transfers for *payments 7 and 8* (October) and, after OCC Administrators authorize their release, prepare and send the transfers to the Department of Accounts, for transmission starting on **September 30** for payment 7 for Boards with signed contracts and that submitted their final FY 2008 CCS consumer, type of care, and service extract files and their final FY 2008 quarterly STI reports by July 31. Payments 7 and 8 will not be released without a contract signed by the Commissioner and receipt of those CCS extract files and final STI reports.

After the Commissioner signs it, the OCC sends a copy of the approved contract Exhibit A to the Board, with the signature page containing only the Commissioner's signature. The Board must review this contract, which reflects all of the changes negotiated by Department staff (see 7-22-08); complete the signature page, which documents its acceptance of these changes; and return the completed signature page to the OCC.

10-01-08: Boards send complete FY 2008 end of the fiscal year performance contract reports that include Uniform Cost Report information electronically in CARS-ACCESS to the OITS *in time to be received by* **October 1**. *Reports must be accompanied by the Executive Director's certification that the software error check was performed, the report contains no errors identified by the error checking software, and the data submitted in the reports is accurate.*

Boards must insure that substance abuse prevention units of service data in their CARS-ACCESS end of the fiscal year reports are identical to the units of service data that they submitted through the KIT Prevention System.

OITS staff places the reports in a temporary data base for OCC and OGM staff to access them and print paper copies of the reports. OCC Administrators review services sections of reports for correctness, completeness, consistency, and acceptability; resolve discrepancies with Boards; communicate necessary changes to Boards; and make the changes on the paper copies of the reports. Program Accountants review the financial portions of reports for arithmetic accuracy, completeness, consistency, and conformity with state funding actions; resolve discrepancies with Boards; communicate necessary changes to Boards; and make the changes on the paper copies of reports.

Once OCC and OGM staffs complete their reviews and corrections of a Board's reports, the OCC administrator notifies the Board to submit new reports, reflecting only those approved changes, to OITS. Upon receipt, the process described above is repeated to ensure that the new reports contain only those changes identified by OGM and OCC staff. If the reviews document this, OCC and OGM staffs approve the reports. OITS staff then processes final report data into the Department's community database.

Late report submission, if an extension of the October 1 due date has not been obtained through the process in Exhibit I of this contract, or submitting a report without correcting errors identified by the CARS-ACCESS error checking program will result in a letter from the Commissioner to the Board Chairman and local government officials. See Exhibit I for additional information.

Boards submit their first CCS consumer, type of care, and service extract files for the first two months of FY 2009 to the OITS in time to be received by **October 1**.

Boards submit their annual local inpatient purchase of services surveys for FY 2008 to the OCC in time to be received by **October 1.**

10-13-08: Program Accountants receive authorization to prepare EDI transfers for *payments 9* (November), and, after OCC Administrators authorize their release, prepare and send these transfers to the Department of Accounts, beginning with the transmission on **October 31** for Boards whose complete FY 2008 end of the fiscal year performance contract reports were received by October 1. Payments will not be released without (1) complete reports, as defined in item 2.a. of Exhibit I of this contract, (2) complete CCS submissions (see 07-31-08 and 08-27-08) for FY 2008 and for the first two months of FY 2009, and (3) the completed signature page received from the Board (see 9-15-08).

10-31-08: If necessary, Boards submit new FY 2008 end of the fiscal year performance contract reports not later than **October 31** that correct errors or inaccuracies. The Department will not accept CARS-ACCESS report revisions after October 31. Boards submit CCS FY 2009 monthly consumer, type of care, and service extract files for September to the OITS in time to be received by **October 31**.

Boards submit their System Transformation Initiative (STI) Quarterly Status Reports for the first quarter of FY 2009 to the OCC in time to be received by October 31.

11-13-08: Program Accountants receive authorization to prepare EDI transfers for *payments 11 and 12* (December), and, after OCC Administrators authorize their release, prepare and send these transfers to the Department of Accounts, beginning with the transmission on **November 28** for Boards that submitted their FY 2009 first quarter STI reports by October 31.

11-28-08: Boards submit their CCS FY 2009 monthly consumer, type of care, and service extract files for October to the OITS in time to be received by **November 28**.

12-01-08: Boards that are not local government departments or included in local government audits send one copy of the audit report for the preceding fiscal year on all board-operated programs to the Department's Office of Budget and Financial Reporting. *While the Code requires reports within 90 calendar days after the end of the fiscal year, the*

Auditor of Public Accounts will not penalize late submissions ***up to December 1.*** A management letter and plan of correction for deficiencies must be sent with this report. Boards submit a copy of C.P.A. audit reports for all contract programs for their last full fiscal year, ending on June 30, to the Office of Budget and Financial Reporting by **December 1**. For programs with different fiscal years, reports are due five months after the end of the year. Management letters and plans of correction for deficiencies must be included with these reports.

Audit reports for Boards that are local government departments or are included in local government audits are submitted to the Auditor of Public Accounts by the local government. Under a separate cover, the Board must forward a plan of correction for any audit deficiencies that are related to or affect the Board to the Office of Budget and Financial Reporting by **December 1**.

If the Board receives an audit identifying material deficiencies or containing a disclaimer or prepares the plan of correction referenced in the preceding paragraph, the Board and the Department shall negotiate an Exhibit D that addresses the deficiencies or disclaimer and includes a proposed plan with specific timeframes to address them, and this Exhibit D and the proposed plan shall become part of this contract.

12-15-08: Program Accountants receive authorization to prepare EDI transfers for *payment 13* (first January), and, after OCC Administrators authorize their release, prepare and send these transfers to the Department of Accounts, beginning with the transmission on **January 2** for Boards whose FY 2008 end of the fiscal year performance contract reports have been **verified** as accurate and internally consistent, per items 2.b. through d. of Exhibit I, whose CCS submissions for FY 2008 are complete, and whose CCS monthly extracts for September and October have been received. Payments will not be released without verified reports, complete CCS submissions for FY 2008, and CCS submissions for September and October.

12-31-08: Boards submit their CCS FY 2009 monthly consumer, type of care, and service extract files for November to the OITS in time to be received by **December 31**.

01-02-09: The Department distributes the exposure draft of the FY 2010 performance contract for a 60-day public comment period pursuant to § 37.2-508 of the *Code of Virginia.*

Program Accountants receive authorization to prepare EDI transfers for *payments 14 through 16* (second January, February), and, after OCC Administrators authorize their release, prepare and send these transfers to the Department of Accounts, beginning with the transmission on **January 16** for Boards that submitted their FY 2008 C.P.A. audit, or plan of correction if the Board is a local government department or is included in a local government audit submitted to the Auditor of Public Accounts by the local government (see 12-01-08), to the Department's Office of Budget and Financial Reporting by December 1. Payments will not be released without receipt of the audit report or plan of correction.

01-09-09: The OITS distributes FY 2009 mid-year performance contract report software by **January 9**.

01-30-09: Boards submit their System Transformation Initiative (STI) Quarterly Status Reports for the second quarter of FY 2009 to the OCC in time to be received by January 30. Boards submit their CCS FY 2009 monthly consumer, type of care, and service extract files for December to the OITS in time to be received by **January 30**.

02-16-09: Boards send complete mid-year performance contract reports to the OITS electronically in CARS-ACCESS *within 45 calendar days after the end of the second quarter, in time to be received by* **February 16**. OITS staff places the reports on a shared drive for OCC and OGM staff to access them. The offices review and act on the reports using the

process described at 10-01-08. When reports are acceptable, OITS staff processes the data into the Department's community data base.

Program Accountants receive authorization to prepare EDI transfers for *payment 17* (first March), and, after OCC Administrators authorize their release, prepare and send these transfers to the Department of Accounts, beginning with the transmission on **February 27** for Boards that submitted their FY 2009 second quarter STI reports by January 30.

02-27-09: Program Accountants receive authorization to prepare EDI transfers for *payments 18 and 19* (2nd March, 1st April) and, after OCC Administrators authorize their release, prepare and send these transfers to the Department of Accounts, starting with the transmission on **March 13** for Boards whose complete FY 2009 mid-year performance contract reports were received by February 16 and whose monthly CCS consumer, type of care, and service extract files for November and December were received by the end of the month following the month of the extract. Payments will not be released without complete reports, as defined in item 2.a. of Exhibit I, and without these monthly CCS submissions. Boards submit their CCS FY 2009 monthly consumer, type of care, and service extract files for January to the OITS in time to be received by **February 27**.

03-31-09: Boards submit their CCS FY 2009 monthly consumer, type of care, and service extract files for February to the OITS in time to be received by **March 31**.

04-03-09: Program Accountants receive authorization to prepare EDI transfers for *payments 20 through 22* (2nd April, May) and, after OCC Administrators authorize their release, prepare and send these transfers to the Department of Accounts, starting with the transmission on **April 17** for Boards whose FY 2009 mid-year performance contract reports have been **verified** as accurate and internally consistent, per items 2.b. through d. of Exhibit I and whose monthly CCS consumer, type of care, and service extract files for January and February were received by the end of the month following the month of the extract. Payments will not be released without verified reports and without these monthly CCS submissions.

04-17-09: The Department distributes final revised FY 2009 Letters of Notification to Boards by **April 17**, with enclosures reflecting any changes in allocations of state and federal block grant funds since the original Letters of Notification (issued May 9, 2008) for Boards to use in preparing their final FY 2009 contract revisions.

04-30-09: Boards submit their System Transformation Initiative (STI) Quarterly Status Reports for the third quarter of FY 2009 to the OCC in time to be received by April 30. Boards submit their CCS FY 2009 monthly consumer, type of care, and service extract files for March to the OITS in time to be received by **April 30**.

05-01-09: The Department distributes the FY 2010 Community Services Performance Contract and Letters of Notification to Boards on **May 1**, with enclosures that show the tentative allocations of state and federal funds. The OITS completes distribution of the FY 2010 Community Services Performance Contract package software (CARS-ACCESS) to CSBs by **May 8.**

The final revised FY 2009 Performance Contract Exhibit A, prepared in accordance with instructions in this Exhibit, is due in the OITS by **May 1**. Final contract revisions must conform to final revised Letter of Notification allocations, or amounts subsequently revised by or negotiated with the Department and confirmed in writing, and must contain actual amounts of local matching funds. Revised contracts are reviewed and acted on using the process at **7-22-08.** If the Board cannot include the minimum 10 percent local matching funds in its revised contract, it must submit a written request for a waiver of the matching funds requirement, pursuant to § 37.2-509 of the *Code of Virginia* and State Board Policy 4010, to the OCC with its revised contract.

05-15-09: Program Accountants receive authorization to prepare EDI transfers for *payment 23* (first June), and, after OCC Administrators authorize their release, prepare and send these transfers to the Department of Accounts, beginning with the transmission on **May 29** for Boards that submitted their FY 2009 third quarter STI reports by April 30.

05-29-09: Boards submit their CCS FY 2009 monthly consumer, type of care, and service extract files for April to the OITS in time to be received by **May 29**.

06-01-09: Program Accountants receive authorization to prepare EDI transfers for *payment 24* and, after OCC Administrators authorize their release, prepare and send these transfers to the Department of Accounts for transmission on **June 15**, after the Department has made any final adjustments in the Board's state and federal funds allocations, for Boards whose monthly CCS consumer, type of care, and service extract files for March and April were received by the end of the month following the month of the extract. Payments will not be released without these monthly CCS submissions.

06-19-09: The FY 2010 Community Services Performance Contract, submitted electronically in CARS-ACCESS, is due in the OITS and the paper copies of the applicable parts of the contract are due in the OCC by **June 19**.

06-30-09: Boards submit their CCS FY 2009 monthly consumer, type of care, and service extract files for May to the OITS by **June 30**.

07-17-09: The OITS distributes FY 2009 end of the fiscal year performance contract report software to Boards.

07-31-09: Boards submit their final CCS FY 2009 consumer, type of care, and service extract files for June to the OITS in time to be received by **July 31**.

08-31-09: Boards submit their System Transformation Initiative (STI) Quarterly Status Reports for the fourth quarter of FY 2009 to the OCC in time to be received by August 31.

Boards submit their complete Community Consumer Submission (CCS) reports for total (annual) FY 2009 service units to the OITS in time to be received by **August 31**. This later date for final FY 2009 CCS service unit data, as opposed to July 31, 2009, allows for the inclusion of all units of services delivered in FY 2009, which might not be in local information systems in July. Since all services provided by Boards directly and contractually should be in their local information systems, service unit information in final CCS FY 2009 submissions should match service unit information in FY 2009 CARS performance contract reports. Any corrections of service information needed as a result of Departmental review of the August 31 submissions must be completed by October 1.

10-01-09: Boards send complete FY 2009 end of the fiscal year performance contract reports electronically in CARS-ACCESS to the OITS *in time to be received by* **October 1**. Boards submit their annual local inpatient purchase of services surveys for FY 2009 to the OCC in time to be received by **October 1.**

Exhibit E: Performance Contract Process and Contract Revision Instructions

The Board may revise Exhibit A of its signed performance contract *only in the following circumstances:*

1. a new, previously unavailable category or subcategory of core services is implemented;
2. an existing category or subcategory of core services is totally eliminated;
3. a new program offering an existing category or subcategory of core services is implemented;
4. a program offering an existing category or subcategory of core services is eliminated;
5. new earmarked state general or federal funds are received to expand an existing service or establish a new one;
6. state general or federal block grant funds are moved between program (MH, MR, SA) areas (an exceptional situation);
7. allocations of state general, federal, or local funds change; or
8. a major error is discovered in the original contract.

Contract revisions should not be made to reflect minor deviations from the contract level in numbers of consumers to be served within existing programs and services.

To avoid frequent submissions of revisions, these circumstances should be consolidated and reflected in revisions that are periodically sent to the Department. A final revision must be submitted before the end of the term of this contract, as specified in this Exhibit, so that any discrepancies in state general or federal fund disbursements can be resolved and any other changes can be reflected in the final revision.

Revisions of Exhibit A must be submitted using the CARS-ACCESS software and the same procedures used for the original performance contract.

Exhibit F: Federal Compliances

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

Check One

✓ 1. The Board has no employees being paid totally with Federal Mental Health Block Grant funds or Federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds at a direct salary (not including fringe benefits and operating costs) in excess of $191,300 per year.

_____ 2. The following employees are being paid totally with Federal Mental Health or SAPT Block Grant funds at a direct salary (not including fringe benefits and operating costs) in excess of $191,300 per year.

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

Assurances Regarding Equal Treatment for Faith-Based Organizations

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

Exhibit F: Federal Compliances

Assurances Regarding Restrictions on the Use of Federal Block Grant Funds

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

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

[Source: 45 CFR § 96.135]

_____ _____

Signature of Executive Director Date

[1] However, the Board may expend SAPT Block Grant funds for inpatient hospital substance abuse services only when all of the following conditions are met:

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

[Source: 45 CFR § 96.135]

Exhibit G: Local Government Approval of the Community Services Performance Contract – Page 1

1. Name of the Board: Fairfax-Falls Church

2. City or County designated as the Board's Fiscal Agent: Fairfax County

3. Name of the Fiscal Agent's City Manager or County Administrator or Executive:

   Name: Anthony H. Griffin Title: County Executive

4. Name of the Fiscal Agent's County or City Treasurer or Director of Finance:

   Name: Edward L. Long Jr. Title: Chief Financial Officer

5. Name of the Fiscal Agent official to whom checks should be electronically transmitted:

   Name: Ginny McKernan Title: Fiscal Administrator

   Address: Fairfax-Falls Church CSB, 12011 Government Center Parkway
   Suite 836, Fairfax, VA 22035

Note: Subsection A.18 of § 37.2-504 of the *Code of Virginia* authorizes an operating community services board to receive state and federal funds directly from the Department and act as its own fiscal agent when authorized to do so by the governing body of each city or county that established it.

Exhibit G: Local Government Approval of the Community Services Performance Contract – Page 2

Name of City or County [1]	Date Contract Submitted to Local Government [2]	Date and Type of Approval [3]

1. Enter the name of each city or county that established the Board in the left column.

2. Enter the date on which the Board submitted its contract to each local government.

3. Enter the date on which that city or county approved the Board's performance contract by formal vote and the type of action taken (e.g., passage of an ordinance or resolution or a motion and voice vote). The first page of Exhibit G must be submitted with the performance contract. The second page must be submitted to the Office of Community Contracting in the Department as soon as possible and no later than the last business day in September. By that date, if a local government has not acted upon the Board's contract, enter No Action Taken in this column.

FY 2009 Community Services Performance Contract Supplement

Table 1: Board of Directors Membership Characteristics

Name of CSB:	Fairfax-Falls Church				
Total Appointments:	15	Vacancies:	1	Filled Appointments:	14
Number of Consumers:	2			Number of Family Members:	7

FY 2009 Community Services Performance Contract

Exhibit D: CSB Board of Directors Membership List

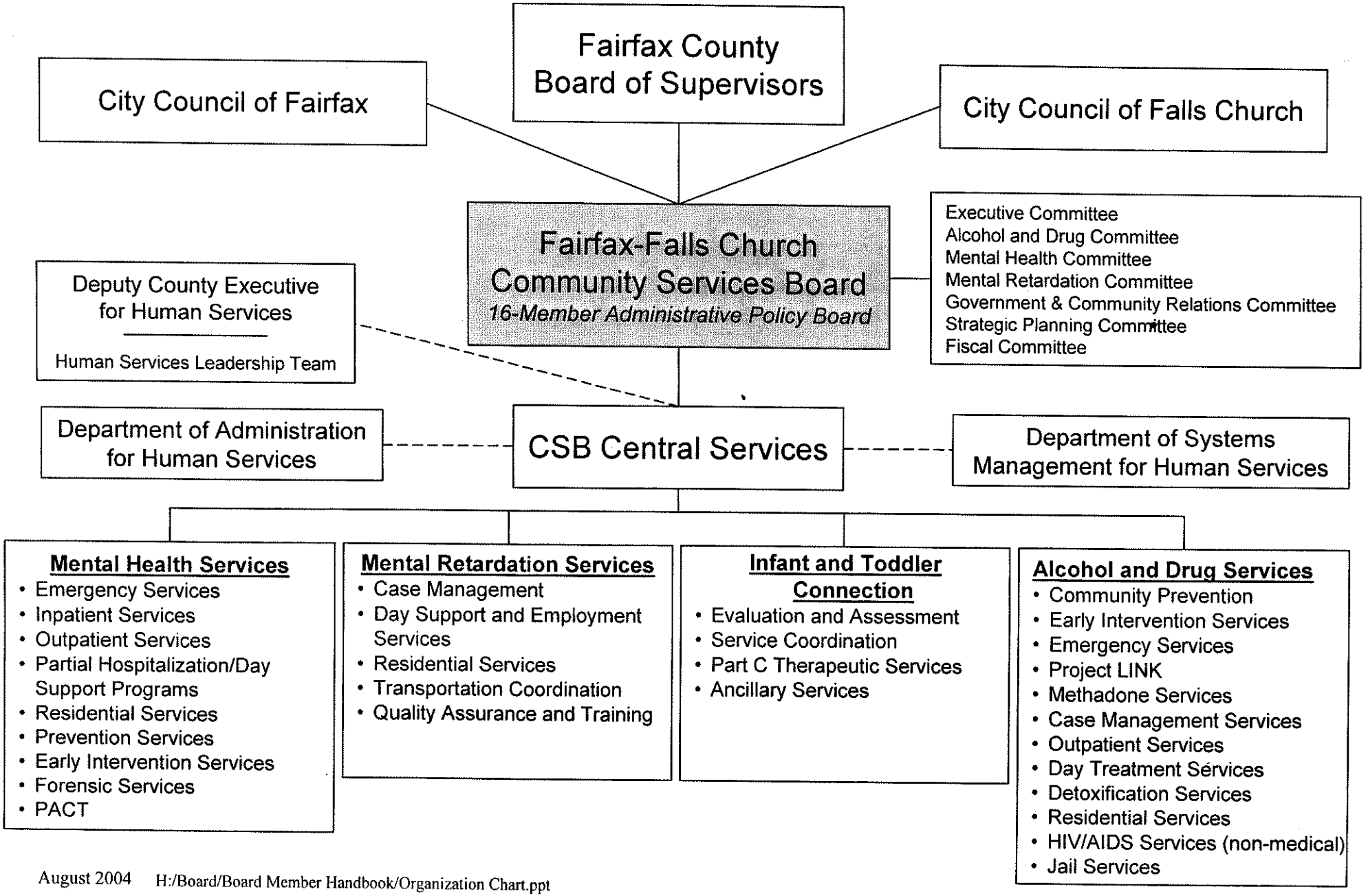
Fairfax-Falls Church

Name	Address	Phone Number	Start Date	End Date	Term No.
Renee M. Alberts	12011 Government Center Parkway; Suite 836 Fairfax,VA	(703) 324-7000	8/6/2001	6/30/2008	2
Mary Ann Beall	12011 Government Center Parkway; Suite 836 Fairfax,VA	(703) 324-7000	4/25/2005	6/30/2010	1
Susan Beeman	12011 Government Center Parkway; Suite 836 Fairfax,VA	(703) 324-7000	9/25/2006	6/30/2010	1
Ray Burmester	12011 Government Center Parkway; Suite 836 Fairfax,VA	(703) 324-7000	2/13/1989	6/30/2009	3
Lynne Crammer	12011 Government Center Parkway; Suite 836 Fairfax,VA	(703) 324-7000	9/26/2005	6/30/2008	1
Diane Engster	12011 Government Center Parkway; Suite 836 Fairfax,VA	(703) 324-7000	7/21/2003	6/30/2009	2
Mark L. Gross	12011 Government Center Parkway; Suite 836 Fairfax,VA	(703) 324-7000	5/25/2004	6/30/2008	1
Trudy Harsh	12011 Government Center Parkway; Suite 836 Fairfax,VA	(703) 324-7000	8/6/2001	6/30/2010	2
Glenn Kamber	12011 Government Center Parkway; Suite 836 Fairfax,VA	(703) 324-7000	1/24/2005	6/30/2009	1
Martha Lloyd	12011 Government Center Parkway; Suite 836 Fairfax,VA	(703) 324-7000	12/6/2006	6/30/2009	1
Jean P. McNeal	12011 Government Center Parkway; Suite 836 Fairfax,VA	(703) 324-7000	5/1/2006	6/30/2008	1
Mattie L. Palmore	12011 Government Center Parkway; Suite 836 Fairfax,VA	(703) 324-7000	1/9/2006	6/30/2010	1
Jerome R. Shapiro	12011 Government Center Parkway; Suite 836 Fairfax,VA	(703) 324-7000	6/11/2002	6/30/2008	2
Lori Stillman	12011 Government Center Parkway; Suite 836 Fairfax,VA	(703) 324-7000	10/17/2005	6/30/2008	1
Major James F. Whitley	12011 Government Center Parkway; Suite 836 Fairfax,VA	(703) 324-7000	7/25/2005	6/30/2008	1

Exhibit H: Board Organization Chart

Attach the Board's organization chart here.

Fairfax-Falls Church Community Services Board



August 2004 H:/Board/Board Member Handbook/Organization Chart.ppt

Exhibit I: Administrative Performance Standards

Standards

The Board shall meet these administrative performance standards in submitting its performance contract, contract revisions, mid-year and end of fiscal year performance contract reports, and monthly Community Consumer Submission (CCS) extracts to the Department.

1. The performance contract and any revisions submitted by the Board shall be:
   a. complete, that is all required information is displayed in the correct places and all required Exhibits and Forms, including applicable signature pages, are included;
   b. consistent with Letter of Notification allocations or figures subsequently revised by or negotiated with the Department;
   c. prepared in accordance with instructions in the Department-provided CARS-ACCESS software and any subsequent instructional memoranda; and
   d. received by the due dates listed in Exhibit E of this contract.

   If these performance contract standards are not met, the Department may delay future semi-monthly payments until satisfactory performance is achieved.
2. The current contract term mid-year and the previous contract term end of fiscal year performance contract reports submitted by the Board shall be:
   a. complete, that is all required information is displayed in the correct places, all required data are included in the electronic CARS-ACCESS application reports, and any required paper forms that gather information not included in CARS-ACCESS are submitted;
   b. consistent with the state general and federal block grant funds allocations in the most recent Letter of Notification or figures subsequently revised by or negotiated with the Department;
   c. prepared in accordance with instructions;
   d. (i) internally consistent and arithmetically accurate: all related expenses, revenues, and service, cost, and consumer data are consistent, congruent, and correct within a report, and (ii) submitted only after errors identified by the CARS-ACCESS error checking programs are corrected; and
   e. received by the due dates listed in Exhibit E of this contract, unless, pursuant to the process on the next page, an extension of the due date for the end of the fiscal year report has been obtained from the Department.

   If these standards are not met for mid-year reports, the Department may delay future semi-monthly payments until satisfactory performance is achieved. If the Board does not meet these standards for its end of the fiscal year reports, the Department may delay future semi-monthly payments until satisfactory performance is achieved, and the Commissioner may contact the Board and local government officials about failure to comply with both aspects of standard 2.d or to satisfy standard 2.e.
3. Monthly consumer, type of care, and service extract files must be submitted by the end of the month following the month of the extract in accordance with the CCS Extract and Design Specifications (including the current Business Rules). If the Board fails to meet the extract submission requirements in Exhibit E of this contract, the Department may delay future semi-monthly payments until satisfactory performance is achieved.
4. Substance abuse prevention units of service data in the Board's CARS-ACCESS end of fiscal year report must be identical to the service unit data that the Board submitted to the Department through the KIT Prevention System.

Exhibit I: Administrative Performance Standards

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

Extensions will be granted only in very exceptional situations, for example, unanticipated staff, hardware, or software problems such as an ITS failure, a key staff person's illness or accident, or an emergency that makes it impossible to meet the due date.

1. It is the responsibility of the Board to seek, negotiate, obtain, and confirm the Department's approval of an extension of the due date within the time frames specified below.

2. As soon as the Board becomes aware that its end of the fiscal year report cannot be submitted in time to be received in the Department by 5:00 p.m. on the first business day of October in the current contract term, its executive director must inform the Office of Community Contracting Director or its Community Contracting Administrator that it is requesting an extension of this due date. This request should be submitted as soon as possible and it must be in writing, describe completely the reason(s) and need for the extension, and state the date on which the Department will receive the report.

3. The written request for an extension must be received in the Office of Community Contracting no later than 5:00 p.m. on the fourth business day before the date in the second step. A facsimile transmission of the request to the number used by the Office of Community Contracting (804-371-0092), received by that time and date, is acceptable if receipt of the transmission is confirmed with a return facsimile memo from the Office no later than 5:00 p.m. on the third business day before the date in the second step. Telephone extension requests are not acceptable and will not be processed.

4. The Office of Community Contracting will act on all requests for due date extensions that are received in accordance with this process and will notify the requesting Boards by facsimile transmission of the status of their requests by 5:00 p.m. on the second business day before the date in the second step.

5. If an extension of the end of the fiscal year report due date is granted, this will not result in automatic continuation of semi-monthly payments. All of the requirements for these payments, contained in Exhibit E, must be satisfied for semi-monthly payments to continue.

Exhibit J: Regional Program Operating Principles

A definition of regional programs and descriptions of regional program models are included in the Core Services Taxonomy for reference purposes and as examples for how regional programs might function. Regional programs are funded by the Department or the Board and operated explicitly to provide services to individuals who are consumers of the Boards participating in the programs. Regional programs may be managed by the participating Boards or by one Board, have a single or multiple service sites, and provide one or more types of service. Regional programs also may include self-contained, single purpose programs (e.g., providing one type of core service, usually residential) operated by one Board for the benefit of other Boards or programs contracted by one Board that serve consumers from other Boards.

Regional programs 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 consumers from admission to state facilities. Each consumer receiving services provided through a regional program must be identified as being served by a particular Board. That Board will be responsible for contracting for and reporting on the consumers that it serves and the services that it provides; and each consumer will access services through and have his or her individualized services plan managed by that particular Board. Boards are the single points of entry into publicly funded mental health, mental retardation, and substance abuse services, the local points of accountability for the 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, mental retardation, or substance abuse services.

These regional program operating principles provide guidance for Boards to implement and manage identified regional programs and to account for services provided by these programs. These 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), contain complete and accurate information about consumers, services, revenues, and expenses. These principles and the Regional Program Procedures in Appendix D of the General Requirements Document apply to all regional programs in which the Board participates.

Regional Program Operating Principles

1. **Individual Board Reporting:** The CCS, a secure and HIPAA-compliant individual consumer data reporting system, is the basis for all statewide individual consumer and service data and information. Therefore, every individual served in any manner must be included in some Board's information system, so that necessary consumer and service information can be extracted by Boards and provided to the Department using the CCS. If a Board does not collect information about all of its consumers 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 Board participating in a regional program shall admit consumers 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 Board shall maintain and report revenue, expense, cost, consumer, and service information associated with the regional program for each consumer that it serves through that program.

    b. If one Board operates a regional program on behalf of other Boards in a region, it shall admit all consumers for services provided by the regional program, maintain CCS data about these consumers in its information system, and maintain and report revenue,

expense, cost, consumer, and service information associated with those consumers, or, if the participating Boards elect, each referring Board may report on its consumers.

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 Board or to one Board 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 general and federal funds to Boards for community services and through which Boards report on the use of those and other funds. All regional programs shall be included in the performance contract and reflected in the CARS and CCS.

   a. If the Department disburses regional program funds to each participating Board, each participating Board shall follow existing performance contract and report requirements and procedures for that portion of the regional program funded by that Board.

   b. If the Department disburses regional program funds to a Board that operates a regional program on behalf of the other Boards in a region, the operating Board 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 Board that has agreed to serve as the fiscal agent (fiscal agent Board) for the regional program, disbursements will be based on, accomplished through, and documented by appropriate procedures, developed and implemented by the region, that are consistent with the Regional Program Procedures in Appendix D of the General Requirements Document.

   d. When funds are disbursed to a fiscal agent Board, each participating Board shall identify, track, and report regional program funds that it receives and spends as funds for that regional program. Each participating Board, including the fiscal agent Board, shall reflect in its CARS reports and CCS 3 extracts only its share of the regional program, in terms of consumers served, services provided, revenues received, expenses made, and costs of the services. Any monitoring and reporting of and accountability for the fiscal agent Board's handling of state or federal funds for a regional program shall be accomplished through the performance contract and reports. Alternately, if the participating Boards elect, each Board may perform these functions for its share of the regional program.

   e. When funds are disbursed to a fiscal agent Board that pays a contract agency to deliver regional program services, the fiscal agent Board and participating Boards may elect to establish an arrangement that is consistent with the Regional Program Procedures in Appendix D of the General Requirements Document in which the fiscal agent Board reports all of the revenues and expenditures in the fiscal pages of Exhibit A while the participating Boards and the fiscal agent Board report information about consumers served, units of services, and expenses for those units only for their consumers 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 Boards elect, the fiscal agent Board may admit the consumers of other participating Boards and, for purposes of this regional program, treat those consumers as its own for documentation and reporting purposes.

3. **Financial Reporting:** All revenues, expenses, and costs for a regional program shall be reported to the Department only once; they may be reported by individual Boards, the Board that serves as the fiscal agent, or both, depending on how the regional program is designed and operates. For example, the fiscal agent Board might report the revenues and expenses for a regional program provided by a contract agency, and a Board that refers its consumers to that regional program may report the service and cost information related to its consumers.

4. **Consumer Reporting:** Each consumer who is served through a regional program shall be reported to the Department only once for a particular service. However, a consumer receiving services from more than one Board should be reported by each Board that provides a service to that consumer. For example, if a consumer receives outpatient mental health services from one Board and residential crisis stabilization services from a second Board operating that program on behalf of a region, the consumer would be admitted to each Board and each Board would report information about the consumer and the service it provided to the consumer.

5. **Service Reporting:** Each service provided by a regional program shall be reported only once, either by the Board providing or contracting for the service or the Board that referred its consumer to the regional program operated or contracted by another Board or by the region.

6. **Contracted Regional Programs:** When a Board that is the case management Board for a consumer refers a consumer to a regional program that is operated by a contract agency and paid for by the regional program's fiscal agent Board, the case management Board shall report the service and cost information, but not the revenue 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 Boards elect, the fiscal agent Board could admit the consumer for this service and report the consumer, service, cost, revenue, and expense information itself; in this situation, the case management Board would report nothing about this service.

7. **Transfers of Resources Among Boards:** Boards 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 the CARS) shall be used wherever possible, rather than developing new reporting systems, to avoid unnecessary or duplicative data collection and entry. For example, the special project function in the CCS could be used to report additional data elements that are not in the CCS for special projects, instead of establishing new, stand-alone reporting mechanisms. Any new service or program shall be implemented as simply as possible regarding reporting requirements.

9. **Regional Administrative and Management Expenses:** Boards 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 cause additional administrative and management expenses for regional programs. Boards 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 Board participating in a regional program supplements the allocation of state or federal funds received by the Board operating that program through transferring resources to the operating Board, the participating Board 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 Board will avoid displaying an unrealistically low service cost in its reports for the regional program and double counting consumers served by and service units delivered in the regional program, since the operating Board already reports this information.

11. **Balances:** Unexpended balances of current or previous fiscal year regional program funds should not be retained by the participating Boards to which the regional fiscal agent Board 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 Boards to ensure maximum utilization of these funds. Each region should establish procedures for monitoring expenditures of regional program funds and redistributing those unexpended balances that are consistent with the Regional Program Procedures in

Appendix D of the General Requirements Document 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 a regional program, the distribution of state allocations for the regional program among participating Boards, and the financial participation of each Board whose consumers receive services from the regional program, should be resolved at the regional level among the Boards participating in the program, with the Department providing information or assistance upon request.

13. **Local Participation:** Whenever possible, regional funding and reporting approaches should be developed that encourage or provide incentives for the contribution of local dollars to regional activities.

14. **Minimum Matching Funds Requirements:** If a Board that operates or serves as the fiscal agent for a regional program cannot satisfy the statutory minimum 10 percent local matching funds requirement due to the state funds that it receives for that regional program, the Department, in accordance with provisions in this contract, State Board Policy 4010, and § 37.2-509 of the *Code of Virginia*, shall grant an automatic waiver of that matching funds requirement.

Exhibit K: Joint Agreements

If the Board enters into a joint agreement pursuant to § 37.2-512 or § 37.2-615 of the *Code of Virginia*, the Board shall describe the agreement in this exhibit and attach a copy of the joint agreement to this Exhibit.