

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
August 2, 2022**

AGENDA

- | | |
|------|---|
| 9:30 | Presentations |
| 9:30 | Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups |
| 9:30 | Matters Presented by Board Members |
| 9:30 | Items Presented by the County Executive |

**ADMINISTRATIVE
ITEMS**

- | | |
|---|--|
| 1 | Extension of Review Period for 2232 Application (Hunter Mill District) |
| 2 | Extension of Review Period for 2232 Application (Springfield District) |
| 3 | Authorization to Advertise a Public Hearing to Lease a Portion of the I-95 Landfill Complex for the Purpose of Installing a Solar Facility (Mount Vernon District) |
| 4 | Approval of "Watch for Children" Signs as Part of the Residential Traffic Administration Program on Kingsbridge Drive (Providence District) |
| 5 | Approval of "Watch for Children" Signs as Part of the Residential Traffic Administration Program on Blake Lane (Providence District) |
| 6 | Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program on Peabody Drive (Dranesville District) |
| 7 | Approval of "\$200 Additional Fine for Speeding" Signs as Part of the Residential Traffic Administration Program on Blake Lane (Providence District) |
| 8 | Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance to Establish the Lee Landing Community Parking District (Providence District) |
| 9 | Fairfax Founders Fund Eligibility Modification |

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
August 2, 2022**

**ADMINISTRATIVE
ITEMS
(continued)**

- 10 Authorization to Advertise a Public Hearing on the County and Schools' FY 2022 Carryover Review to Amend the Appropriation Level in the FY 2023 Revised Budget Plan
- 11 Authorization to Advertise a Public Hearing on a Proposal to Prohibit Through Truck Traffic on Bull Run Post Office Road (Sully District)

ACTION ITEMS

- 1 Establishment of Retail Fees for the Charging of Electric Vehicles at County-Owned Charging Stations
- 2 Authorization for the Fairfax County Redevelopment and Housing Authority to Provide Funding in the Amount of \$33,306,290 to Finance the Development of Somos at McLean Metro, McLean, Virginia (Providence District)
- 3 Authorization to Establish THRIVE Small Business Recovery Technical Assistance Grant Program
- 4 Authorization for the Fairfax County Redevelopment and Housing Authority (FCRHA) to Issue a Housing Blueprint Loan to a Joint Venture of AHC Inc. and Insight Property Group in the Amount of \$15,000,000 to Finance the Acquisition of Colvin Woods Apartments in Reston, Virginia (Hunter Mill District)
- 5 Approval of the FY 2022 and FY 2023 Community Services Performance Contract Amendment Between the Fairfax-Falls Church Community Services Board and the Virginia Department of Behavioral Health and Developmental Services
- 6 Approval of and Authorization to Execute a Standard Project Agreement with the Northern Virginia Transportation Authority for the Implementation of the Rock Hill Road Bridge/Davis Drive Extension-Dulles Toll Road Overpass (Dranesville District)
- 7 Approval of the Fairfax Connector's October 1, 2022, Service Changes (Braddock, Dranesville, Hunter Mill, Lee, Mount Vernon, Providence, and Springfield Districts)

**FAIRFAX COUNTY
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August 2, 2022**

**ACTION ITEMS
(continued)**

- | | |
|---|--|
| 8 | Designation of the Somos at McLean Metro Site as a Revitalization Area (Providence District) |
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CLOSED SESSION

Closed Session

**PUBLIC
HEARINGS**

- | | |
|------|---|
| 3:30 | Public Hearing on AF 2022-DR-00001 (AR 87-D-0002-04) (1999 Land Acquisitions LLC) (Dranesville District) |
| 3:30 | Public Hearing on PCA 84-M-016 (RZPA 2021-MA-00038) (The Board of Supervisors of Fairfax County, Virginia and Hollybrooke II Condominium Unit Owners Association) (Mason District) |
| 3:30 | Public Hearing on SE 2021-SU-00031 (Sandstone Care Virginia, LLC) (Sully District) |
| 3:30 | Public Hearing on RZ 2020-MA-012 Concurrent with SEA 85-M-086-02 (Radley Management, LLC) (Mason District) |
| 3:30 | Public Hearing on RZ 2021-MA-00026 (Fairfax County School Board) (Mason District) |
| 3:30 | Public Hearing on SEA 88-V-064-05 (The Board of Supervisors of Fairfax County) (Mount Vernon District) |
| 4:00 | Public Hearing on RZ 2021-SU-00024 (Integrity Capital Management LLC) (Sully District) |
| 4:00 | To Be Deferred To
9/13/22 at 3:30p.m. Public Hearing on RZ 2021-MV-00025 (5904 Richmond Highway LLC) (Mount Vernon District) |
| 4:00 | Public Hearing on PCA 82-P-069-23-01 (RZPA 2021-SP-00021) (Enclave Fl. Corp) (Springfield District), and
Public Hearing on PCA 82-P-069-24/CDPA 82-P-069-0305 (RZPA 2021-SP-00022) (Fair Lakes Crabhouse, L.C.) (Springfield District), and
Public Hearing on PCA 82-P-069-18-02 (RZPA 2021-SP-00023) (Enclave Fl. Corp) (Springfield District), and
PCA 82-P-069-17-02 (RZPA 2021-SP-00024) (Enclave Fl. Corp) (Springfield District) |

**FAIRFAX COUNTY
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August 2, 2022**

**PUBLIC
HEARINGS
(continued)**

4:00	Public Hearing on PCA 93-H-004-02/CDPA 93-H-004 (WS-ADW Owner LLC) (Hunter Mill District)
4:00	Public Hearing on SE 2021-SP-00023 (Clementine Twin Lakes, LLC D.B.A Clementine Fairfax) (Springfield District)
4:30	Public Hearing on an Update to Chapter 62 of the Code of the County of Fairfax
4:30	Public Comment



Fairfax County, Virginia

BOARD OF SUPERVISORS

AGENDA

Tuesday
August 2, 2022

9:30 a.m.

PRESENTATIONS

- RESOLUTION — To recognize the members of the Psi Alpha Alpha Chapter of the Omega Psi Phi fraternity for their outreach, services and mentoring. Requested by Chairman McKay and Supervisors Storck and Lusk.
- RESOLUTION — To recognize Cox Farms on its 50th anniversary of doing business in the community. Requested by Supervisor Smith.
- PROCLAMATION — To designate August 2022 as Black Business Month. Requested by Chairman McKay.
- RESOLUTION — To recognize former Fairfax County Public Schools Assistant Superintendent Jeffrey Platenberg on his retirement. Requested by Chairman McKay and Supervisors Herrity, Foust, Gross, Storck, Palchik and Smith.

STAFF:

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

Board Agenda Item
August 2, 2022

9:30 a.m.

Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups

ENCLOSED DOCUMENTS:

Attachment 1: Appointments to be heard August 2, 2022

STAFF:

Jill G. Cooper, Clerk for the Board of Supervisors

DRAFT

**APPOINTMENTS TO BE HEARD AUGUST 2, 2022
(ENCOMPASSING VACANCIES PROJECTED THROUGH **AUGUST 31, 2022**)**
(Unless otherwise noted, members are eligible for reappointment)

**A. HEATH ONTHANK MEMORIAL AWARD
SELECTION COMMITTEE (1-year term)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Clifford L. Fields; appointed 1/96-1/03 by Hanley; 1/04-1/08 by Connolly; 2/09- 1/20 by Bulova) Term exp. 1/21 <i>Resigned</i>	At-Large Chairman's Representative		McKay	At-Large Chairman's
Kerrie Wilson (Appointed 1/10-7/21 by Foust) Term exp. 1/22	Dranesville District Representative		Foust	Dranesville
VACANT (Formerly held by Mary Frances Tunick; appointed 10/20-3/21 by Gross) Term exp. 1/22 <i>Resigned</i>	Mason District Representative		Gross	Mason

AFFORDABLE DWELLING UNIT ADVISORY BOARD (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Richard N. Rose (Appointed 7/97-4/01 by Hanley; 9/05-5/09 by Connolly; 6/13- 6/17 by Bulova) Term exp. 5/21	Builder (Multi-Family) Representative		By Any Supervisor	At-Large
Renko R. Hardison (Appointed 6/18 by McKay) Term exp. 5/22	Citizen Representative		By Any Supervisor	At-Large
James H. Scanlon (Appointed 6/93-5/17 by Bulova) Term exp. 5/21	Engineer/Architect/ Planner #1 Representative		By Any Supervisor	At-Large
Mark Drake (Appointed 2/09-5/12 by McKay) Term exp. 5/16	Engineer/Architect/ Planner #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by James Francis Carey; appointed 2/95-5/02 by Hanley; 5/06 by Connolly) Term exp. 5/10 <i>Resigned</i>	Lending Institution Representative		By Any Supervisor	At-Large
Francis C. Steinbauer (Appointed 8/02-5/18 by Hudgins) Term exp. 5/22	Non-Profit Housing Representative		By Any Supervisor	At-Large

**ALCOHOL SAFETY ACTION PROGRAM LOCAL
POLICY BOARD (ASAP) (3-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Grant J. Nelson Appointed 10/95-5/01 by Hanley; 6/04-9/07 by Connolly; 6/10- 9/19 by Bulova) Term exp. 6/22	At-Large #2 Representative		By Any Supervisor	At-Large
Darren Dickens (Appointed 11/96- 5/01 by Hanel; 6/04- 5/01-10/07 by Connolly; 6/10—9/19 by Bulova) Term exp. 6/22	At-Large #3 Representative		By Any Supervisor	At-Large
Jayant Reddy (Appointed 1/16-7/18 by Bulova) Term exp. 8/21	At-Large #4 Representative		By Any Supervisor	At-Large

ANIMAL SERVICES ADVISORY COMMISSION (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Christina Anderson (Appointed 1/18-2/20 by Gross) Term exp. 2/22	Mason District Representative		Gross	Mason

ATHLETIC COUNCIL (2-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Terry Adams; appointed 11/11-7/13 by Gross) Term exp. 6/15 <i>Resigned</i>	Mason District Alternate Representative		Gross	Mason
Michael W. Thompson (Appointed 1/09-6/20 by Herrity) Term exp. 6/22	Springfield District Principal Representative		Herrity	Springfield
Jenni R. Cantwell (Appointed 9/10-6/20 by Herrity) Term exp. 6/22	Women's Sports Principal Representative		By Any Supervisor	At-Large

BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE (1-year term)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Ken Balbuena (Appointed 9/11-7/19 by Bulova; 7/20-6/21 by McKay) Term exp. 6/22	At-Large Chairman's Representative		McKay	At-Large Chairman's
VACANT (Formerly held by Barbara Glakas; appointed 1/12-6/19 by Foust) Term exp. 6/20 <i>Resigned</i>	Dranesville District Representative		Foust	Dranesville
Kim S. Farington (Appointed 1/19-6/21 by Herrity) Term exp. 6/22	Springfield District Representative		Herrity	Springfield

BOARD OF BUILDING AND FIRE PREVENTION CODE APPEALS (4-year terms)

NOTE: No official, technical assistant, inspector or other employee of the Department of Public Works and Environmental Services, Department of Planning and Development, or Fire and Rescue Department shall serve as a member on this Board.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Wayne Bryan; appointed 6/13-2/17 by Bulova) Term exp. 2/21 <i>Resigned</i>	Alternate #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Thomas J. Schroeder; appointed 06/92-2/17 by Bulova) Term exp. 2/21 <i>Resigned</i>	Design Professional #1 Representative		By Any Supervisor	At-Large

**BOARD OF EQUALIZATION OF REAL ESTATE
ASSESSMENTS (BOE) (2-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Maria Dolores Quintela; appointed 2/20-11/21 by McKay) Term exp. 12/23 <i>Resigned</i>	Professional #1 Representative		By Any Supervisor	At-Large

CATHY HUDGINS COMMUNITY CENTER ADVISORY COUNCIL (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Amer Bayoumi; appointed 1/21 by Alcorn) Term exp. 3/22 <i>Resigned</i>	Fairfax County #9 (Youth) Representative		By Any Supervisor	At-Large

CITIZEN CORPS COUNCIL, FAIRFAX COUNTY (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Andrea C. McCarthy; appointed 6/20 by Alcorn) Term exp. 5/22 <i>Resigned</i>	Hunter Mill District Representative		Alcorn	Hunter Mill
VACANT (Formerly held by Joseph Hansen; appointed 9/20 by Storck) Term exp. 5/22 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon
James R. Kirkpatrick (Appointed 9/08-6/20 by Herrity) Term exp. 5/22	Springfield District Representative		Herrity	Springfield

CIVIL SERVICE COMMISSION (2-year terms)

NOTE: The Commission shall include at least 3 members who are male, 3 members who are female, and 3 members who are from a minority group.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Vanessa Jordan (Appointed 6/20 by Walkinshaw) Term exp. 12/21	At-Large #8 Representative		By Any Supervisor	At-Large

COMMISSION FOR WOMEN (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
NEW POSITION	Lesbian-Gay- Bisexual-Queer- Intersex-Asexual ("LGBQIA+") Representative		McKay	At-Large Chairman's
NEW POSITION	Transgender Woman Representative		McKay	At-Large Chairman's

COMMISSION ON AGING (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Kathleen Hoyt (Appointed 12/16- 2/21 by Gross) Term exp. 5/22	Mason District Representative		Gross	Mason

COMMUNITY ACTION ADVISORY BOARD (CAAB) (3-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Holly Seibold; appointed 6/20 by Alcorn) Term exp.2/23 <i>Resigned</i>	Hunter Mill District Representative		Alcorn	Hunter Mill

CONFIRMATIONS NEEDED:

- Ms. Heather Thomas as the Elected - North Target Area #1 Representative
- Alex Rodriguez as the Elected - North Target Area #2 Representative

CONSUMER PROTECTION COMMISSION (3-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Jacqueline G. Rosier (Appointed 9/08 by Connolly; 7/10-9/19 by Bulova) Term exp. 7/22	Fairfax County Resident #1 Representative		By Any Supervisor	At-Large
Dennis D. Kirk (Appointed 10/82-6/94 by Davis; 6/98-7/19 by Gross) Term exp. 7/22	Fairfax County Resident #4 Representative	Dennis D. Kirk (Gross)	By Any Supervisor	At-Large
Wes Callender (Appointed 9/14-7/18 by Foust) Term exp. 7/21	Fairfax County Resident #6 Representative	Tristan “Chase” O’Savio (Foust)	By Any Supervisor	At-Large

CRIMINAL JUSTICE ADVISORY BOARD (CJAB) (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Derrick Robinson (Appointed 7/21 by Storck) Term exp. 8/22	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Christopher Boeder; appointed 9/18 by Smyth) Term exp. 8/21 <i>Resigned</i>	Providence District Representative		Palchik	Providence
VACANT (Formerly held by Jennifer Chronis; appointed 12/16-7/18 by Herrity) Term exp. 8/21 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield

**DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT
ADVISORY BOARD, PHASE I (4-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Michael J. Cooper; appointed 3/04-7/18 by Smyth) Term exp. 3/22 <i>Resigned</i>	At-Large #6 Representative		By Any Supervisor	At-Large

ECONOMIC DEVELOPMENT AUTHORITY (EDA) (4-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Roderick Mitchell (Appointed 10/20 by McKay) Term exp. 7/1/22	At-Large #3 Citizen Representative		By Any Supervisor	At-Large
Ronald C. Johnson (Appointed 11/1-6/02 by Hanley; 7/06 by Connolly; 6/10-7/18 by Bulova) Term exp. 7/1/22	At-Large #4 Citizen Representative		By Any Supervisor	At-Large

ENGINEERING STANDARDS REVIEW COMMITTEE (3-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Howard J. Guba; appointed 6/18 by Bulova) Term exp. 3/21 <i>Resigned</i>	Citizen #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Maya Huber; appointed 12/09-1/14 by Confirmation; 5/18 by Bulova) Term exp. 3/21 <i>Resigned</i>	Citizen #4 Representative		By Any Supervisor	At-Large

FAIRFAX AREA DISABILITY SERVICES BOARD**(3-year terms - limited to 2 full terms)**

NOTE: Members may be reappointed after being off the Board for three years. State Code requires that the membership in the local disabilities board include at least 30 percent representation by individuals who have physical, visual, or hearing disabilities or their family members. For this 15-member board, the minimum number for this representation would be five members.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Melandee J. Canady; Appointed 9/20 by McKay) Term exp. 11/23 <i>Resigned</i>	At-Large Chairman's Representative		McKay	At-Large Chairman's
VACANT (Formerly held by Jamie Lynne Bruen; appointed 11/21 by Smith) Term exp. 11/24 <i>Resigned</i>	Sully District Representative		Smith	Sully

**FAIRFAX COMMUNITY LONG TERM CARE
COORDINATING COUNCIL (2-year terms)**

CONFIRMATION NEEDED:

- Ms. Naina Narayana Chernoff as the Long Term Care Providers #16 Representative

FAIRFAX COUNTY CONVENTION AND VISITORS CORPORATION BOARD
(3-year terms - limited to 2 full terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Cheryllyn Harley LeBon (Appointed 6/19 by Cook) Term exp. 6/22	Braddock District Representative		Walkinshaw	Braddock
Jo LaBrecque-French (Appointed 6/19 by Foust) Term exp. 6/22	Dranesville District Representative	Jo LaBrecque- French	Foust	Dranesville

**FAIRFAX COUNTY EMPLOYEES' RETIREMENT
SYSTEM BOARD OF TRUSTEES (4-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Jon A. Miskell (Appointed 11/10- 7/18 by Cook) Term exp. 7/22	At-Large #4 Representative		By Any Supervisor	At-Large

HEALTH SYSTEMS AGENCY BOARD

(3-year terms -limited to 2 full terms)

NOTE: Members may be reappointed after 1 year break

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Douglas A. Samuelson (Appointed 1/16-7/19 by Bulova) Term exp. 6/22	Consumer #4 Representative		By Any Supervisor	At-Large
Maria Zlotnick (Appointed 6/20 by Alcorn) Term exp. 6/22	Provider #4 Representative		By Any Supervisor	At-Large

HUMAN SERVICES COUNCIL (4-year terms)				
<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Paul D. Thomas (Appointed 1/21 by Alcorn) Term exp. 7/22	Hunter Mill District #1 Representative		Alcorn	Hunter Mill
Robert L. Faherty (Appointed 9/99-7/02 by Kauffman; 7/06-7/18 by McKay) Term exp. 7/22	Lee District #2 Representative		Lusk	Lee
Christopher Falcon (Appointed 7/18 by Gross) Term exp. 7/22	Mason District #1 Representative	Christopher Falcon (Gross)	Gross	Mason
VACANT (Formerly held by Lanita R. Thweatt; appointed 6/19-7/20 by Storck) Term exp. 7/24 <i>Resigned</i>	Mount Vernon District #1 Representative		Storck	Mount Vernon
Adwoa Rey (Appointed 2/22 by Storck) Term exp. 7/22	Mount Vernon District #2 Representative		Storck	Mount Vernon
Thomas G. Goodwin (Appointed 6/16-7/18 by Smyth) Term exp. 7/22	Providence District #1 Representative		Palchik	Providence

**JUVENILE AND DOMESTIC RELATIONS COURT
CITIZENS ADVISORY COUNCIL (2-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Jan B. Reitman appointed 7/14-1/20 by Gross) Term exp. 1/22 <i>Resigned</i>	Mason District Representative		Gross	Mason

LIBRARY BOARD (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Jane Miscavage; appointed 1/18-7/19 by Bulova) Term exp. 7/23 <i>Resigned</i>	At-Large Chairman's Representative		McKay	At-Large Chairman's

CONFIRMATION NEEDED:

- Ms. Priscille Dando as the School Board Representative

**NORTHERN VIRGINIA COMMUNITY COLLEGE BOARD
(4-year terms- limited to 2 full terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Jennifer C. McGarey (Appointed 1/13-6/18 by Cook) Term exp. 6/22 <i>Not eligible for reappointment</i>	Fairfax County #2 Representative		By Any Supervisor	At-Large

**OVERSIGHT COMMITTEE ON DISTRACTED AND
IMPAIRED DRIVING (3-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Annette Koklauner (Appointed 1/16 by Bulova) Term exp. 6/19	At-Large Chairman's Representative		McKay	At-Large Chairman's
VACANT (Formerly held by William Uehling; appointed 3/10-7/12 by Bulova) Term exp. 6/15 <i>Resigned</i>	Braddock District Representative		Walkinshaw	Braddock
VACANT (Formerly held by Amy K. Reif; appointed 8/09-6/12 by Foust) Term exp. 6/15 <i>Resigned</i>	Dranesville District Representative		Foust	Dranesville
Sarah McCue (Appointed 3/19 by Alcorn) Term exp. 6/21	Hunter Mill District Representative		Alcorn	Hunter Mill
Nabil S. Barbari (Appointed 1/07-9/16 by Gross) Term exp. 6/19	Mason District Representative		Gross	Mason
VACANT (Formerly held by Jeffrey Levy; appointed 7/02-6/13 by Hyland) Term exp. 6/16 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon

Continued on next page

**OVERSIGHT COMMITTEE ON DISTRACTED AND
IMPAIRED DRIVING (3-year terms)**

Continued from previous page

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Tina Montgomery; appointed 9/10-6/11 by Smyth) Term exp. 6/14 <i>Resigned</i>	Providence District Representative		Palchik	Providence
Peyton Smith (Appointed 10/17 by Smith) Term exp. 6/20	Sully District Representative		Smith	Sully

POLICE CIVILIAN REVIEW PANEL (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Shirley A. Norman- Taylor appointed 2/19 by Bulova; 2/20 by McKay) Term exp. 2/23 <i>Resigned</i>	Seat #3 Representative		By Any Supervisor	At-Large

POLICE OFFICERS RETIREMENT SYSTEM BOARD OF TRUSTEES (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
James E. Bitner (Appointed 5/17-10/18 by Bulova) Term exp. 6/22	Citizen At-Large #3 Representative		By Any Supervisor	At-Large

**RESTON TRANSPORTATION SERVICE DISTRICT
ADVISORY BOARD (4-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Anne Mader; appointed 9/17 by Hudgins) Term exp. 9/21 <i>Resigned</i>	Commercial or Retail Ownership #2 Representative		By Any Supervisor	At-Large
NEW POSITION	Residential Owners and HOA/Civic Association #3 Representative		By Any Supervisor	At-Large

**ROUTE 28 HIGHWAY TRANSPORTATION
DISTRICT ADVISORY BOARD (4-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Jeffrey J. Fairfield (Appointed 11/04-1/18 by Hudgins) Term exp. 1/22	Resident/Owner Route 28 District #3 Representative		By Any Supervisor	At-Large

TENANT LANDLORD COMMISSION (3-year terms)
--

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Vincent J. Fusaro; appointed 1/20 by Herrity) Term exp. 1/23 <i>Resigned</i>	Citizen Member #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Eric Fielding; appointed 6/15-1/19 by Bulova) Term exp. 12/21 <i>Resigned</i>	Citizen Member #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Christopher Lee Kocsis; appointed 3/99-11/00 by Hanley; 1/04-12/06 by Connolly; 12/09-1/16 by Bulova) Term exp. 12/18 <i>Deceased</i>	Landlord Member #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Anup Nair; appointed 6/21 by Palchik) Term exp. 1/24 <i>Resigned</i>	Tenant Member #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Jade Harberg; appointed 7/17 by Bulova; 1/20 by McKay) Term exp. 1/23 <i>Resigned</i>	Tenant Member #3 Representative		By Any Supervisor	At-Large

TRAILS, SIDEWALKS AND BIKEWAYS COMMITTEE (2-year terms)
--

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Stiven Foster (Appointed 1/18 by Smyth; 1/20 by Palchik) Term exp. 1/22	Providence District Representative		Palchik	Providence
Karl D. Liebert (Appointed 9/17-1/20 by Herrity) Term exp. 1/22	Springfield District Representative		Herrity	Springfield

TRANSPORTATION ADVISORY COMMISSION (2-year terms)
--

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Linda D. Sperling (Appointed 12/17-6/18 by Bulova; 6/20 by McKay) Term exp. 6/22	At-Large Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Kelley Westenhoff; appointed 9/20 by Alcorn) Term exp. 6/22 <i>Resigned</i>	Hunter Mill District Representative		Alcorn	Hunter Mill
Alexis Glenn (Appointed 9/20 by Lusk) Term exp. 6/22	Lee District Representative		Lusk	Lee

Continued on next page

TRANSPORTATION ADVISORY COMMISSION (2-year terms)

Continued from previous page

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Eric D. Thiel (Appointed 3/04-6/06 by McConnell; 6/08- 6/20 by Herrity) Term exp. 6/22	Springfield District Representative		Herrity	Springfield

CONFIRMATION NEEDED:

- Ms. Christie Garton as the Disability Services Representative

TREE COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Robert D. Vickers (Appointed 4/07 by DuBois; 11/09-10/18 by Foust) Term exp. 10/21	Dranesville District Representative		Foust	Dranesville

**TYSONS TRANSPORTATION SERVICE DISTRICT
ADVISORY BOARD (2-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Barry Mark; appointed 3/15-2/17 by Bulova) Term exp. 2/19 <i>Resigned</i>	Commercial or Retail Ownership #3 Representative		By Any Supervisor	At-Large

UNIFORMED RETIREMENT SYSTEM BOARD OF TRUSTEES (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Frank Henry Grace (Appointed 5/01-6/02 by Hanley; 10/06 by Connolly; 7/10-7/18 by Bulova) Term exp. 7/22	Citizen Appointed by BOS #1 Representative		By Any Supervisor	At-Large
Shaughnessy Glennon Pierce (Appointed 9/13-6/18 by Hudgins) Term exp. 6/22	Citizen Appointed by BOS #2 Representative		By Any Supervisor	At-Large
Maria Teresa Valenzuela (Appointed 7/16- 11/17 by Bulova) Term exp. 10/21	Citizen Appointed by BOS #4 Representative		By Any Supervisor	At-Large

WETLANDS BOARD (5-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Anita Van Breda; appointed 12/13-2/16 by Bulova; 5/18/21 by McKay) Term exp. 12/25 <i>Resigned</i>	At-Large #2 Representative		By Any Supervisor	At-Large

YOUNG ADULTS ADVISORY COMMITTEE
(2-year terms - limited to 2 full terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Sarah Bufano; appointed 7/20-1/22 by Walkinshaw) Term exp. 1/24 <i>Resigned</i>	Braddock District Representative		Walkinshaw	Braddock
VACANT (Formerly held by Jessica Sun; appointed 6/20-2/22 by Palchik) Term exp. 1/24 <i>Resigned</i>	Providence District Representative		Palchik	Providence

NEW BOARDS

AFFORDABLE HOUSING ADVISORY COUNCIL (AHAC) (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
NEW POSITION	Mason District Representative		Gross	Mason
VACANT (Formerly held by Michael Perez; appointed 7/21 by Herrity) Term exp. 6/23 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield

FAIRFAX COUNTY 250TH COMMISSION (6-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Bobbi Bowman; appointed 10/21 by McKay) Term exp. 6/27 <i>Resigned</i>	At-Large Chairman's Representative		McKay	At-Large Chairman's

CONFIRMATION NEEDED:

- Mr. Brent Feito as the Army Historical Foundation Representative

HISTORICAL MARKER PROJECT VOTING COMMITTEE (6-month terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
NEW POSITION	At-Large Chairman's Representative		McKay	At-Large Chairman's
NEW POSITION	Springfield District Representative		Herrity	Springfield
NEW POSITION	Black Chamber of Commerce Representative		Confirmed by the Board	Confirmation

Board Agenda Item
August 2, 2022

9:30 a.m.

Matters Presented by Board Members

Board Agenda Item
August 2, 2022

9:30 a.m.

Items Presented by the County Executive

Board Agenda Item
August 2, 2022

ADMINISTRATIVE - 1

Extension of Review Period for 2232 Application (Hunter Mill District)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends that the Board extend the review period for the following application: 2232-2022-HM-00006.

TIMING:

Board action is requested on August 2, 2022, and is required by August 23, 2022, to extend the review period for the application noted above before its expiration date.

BACKGROUND:

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

PROJECT DESCRIPTION:

Arlington Partnership for Affordable Housing is requesting 2232 approval to construct a community center at the future location of the Dominion Square West Building C5. A concurrent RZPA is under review for the residential and community center development.

The review period for the following application should be extended:

2232-2022-HM-00006	Arlington Partnership for Affordable Housing Tysons Community Center Tax Map No. 29-3 ((2)) 2D 1592 Spring Hill Rd, Vienna, VA Hunter Mill District Accepted June 24, 2022 Extended to June 24, 2023
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Board Agenda Item
August 2, 2022

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

None.

STAFF:

Rachel Flynn, Deputy County Executive

Barbara A. Byron, Director, Department of Planning and Development (DPD)

Michelle K. Stahlhut, Chief, Facilities Planning Branch, Planning Division (DPD)

Salem Bush, Planner, Facilities Planning Branch, Planning Division, (DPD)

ADMINISTRATIVE - 2

Extension of Review Period for 2232 Application (Springfield District)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends that the Board extend the review period for the following application: 2232-2022-SP-00007.

TIMING:

Board action is requested on August 2, 2022, and is required by August 23, 2022, to extend the review period for the application noted above before its expiration date.

BACKGROUND:

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

PROJECT DESCRIPTION:

The Department of Public Works and Environmental Services (DPWES) is requesting 2232 approval to construct and replace the existing Fairview Fire Station #32.

The review period for the following application should be extended:

2232-2022-SP-00007	Department of Public Works and Environmental Services (DPWES) Fairview Temporary Fire Station #32 Tax Map No. 77-1 ((1)) 67 5600 Burke Centre Pkwy, Fairfax Station, VA Springfield District Accepted June 24, 2022 Extended to September 24, 2022
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Board Agenda Item
August 2, 2022

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

None.

STAFF:

Rachel Flynn, Deputy County Executive

Barbara A. Byron, Director, Department of Planning and Development (DPD)

Michelle K. Stahlhut, Chief, Facilities Planning Branch, Planning Division (DPD)

Salem Bush, Planner, Facilities Planning Branch, Planning Division, (DPD)

Board Agenda Item
August 2, 2022

ADMINISTRATIVE - 3

Authorization to Advertise a Public Hearing to Lease a Portion of the I-95 Landfill Complex for the Purpose of Installing a Solar Facility (Mount Vernon District)

ISSUE:

Authorization to advertise a public hearing to lease a portion of the I-95 Landfill Complex, Tax Map Number 113-1((1))14, to Sun Tribe Solar, LLC for the purpose of installation, operation, and maintenance of ground-mount solar photovoltaic panels.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing to be held on September 13, 2022, at 4:30 p.m.

TIMING:

Board action is requested on August 2, 2022, to provide sufficient time to advertise the proposed public hearing on September 13, 2022, at 4:30 p.m.

BACKGROUND:

The Board of Supervisors is the owner of the I-95 Landfill Complex, identified by Tax Map Number 113-1((1))14. The I-95 Landfill Complex includes a recycling and waste collection site for county residents and commercial customers. The complex contains both an active and closed landfill. The closed landfill portion of the complex is an ideal location to site ground-mount solar photovoltaic panels. In addition to installation of the solar panels, the site is being considered for the development of a major recreational facility. The solar panel installation is not expected to impede existing operations or the proposed recreational facility. A map of the property is included in Attachment 1.

Sun Tribe Solar, LLC designs and installs solar photovoltaic (PV) panels and is a solar power purchase agreement (PPA) service provider. In 2019, Fairfax County solicited bids from PPA service providers on property owned by Fairfax County Government, Fairfax County Public Schools, Fairfax County Park Authority, and Fairfax County Redevelopment and Housing Authority (collectively, the "Fairfax Entities"). Sun Tribe Solar was selected as one of the primary service providers and awarded Contract No. 4400009516 to design, install, and operate solar panels at County-owned locations that participate in the PPA program and sell the electricity generated therefrom to the participating Fairfax Entity. The contract with Sun Tribe Solar allows the County to

Board Agenda Item
August 2, 2022

purchase renewable energy generated on-site with little or no upfront or operational costs, thereby reducing the County's greenhouse gas emissions and long-term electricity costs.

The solar facility at the landfill is unique due to authority granted in the 2020 session of the Virginia General Assembly. Pursuant to that authority, codified at Virginia Code § 56-594.K, Fairfax County is permitted to install an on-site solar facility with a capacity of up to five megawatts on any locality-owned site and credit the electricity to any one or more of the County's metered accounts of buildings or other facilities. The I-95 Landfill Complex has been identified as the locality-owned site that will host this solar installation.

As the service provider selected to provide PPA services at the I-95 Landfill Complex, Sun Tribe Solar requires access to and use of a portion of the I-95 Landfill Complex over the course of the project's term. Virginia Code § 15.2-1800 requires a locality to hold a public hearing before it may lease its real property. The County Executive recommends that the Board authorize staff to advertise a public hearing to lease the I-95 Landfill Complex to Sun Tribe Solar, LLC.

FISCAL IMPACT:

The electricity generated by the I-95 Landfill Complex solar installation, will be applied to numerous County electric accounts, thereby reducing the County's electric utility costs. The amount credited will vary depending on the production of the solar installation.

ENCLOSED DOCUMENTS:

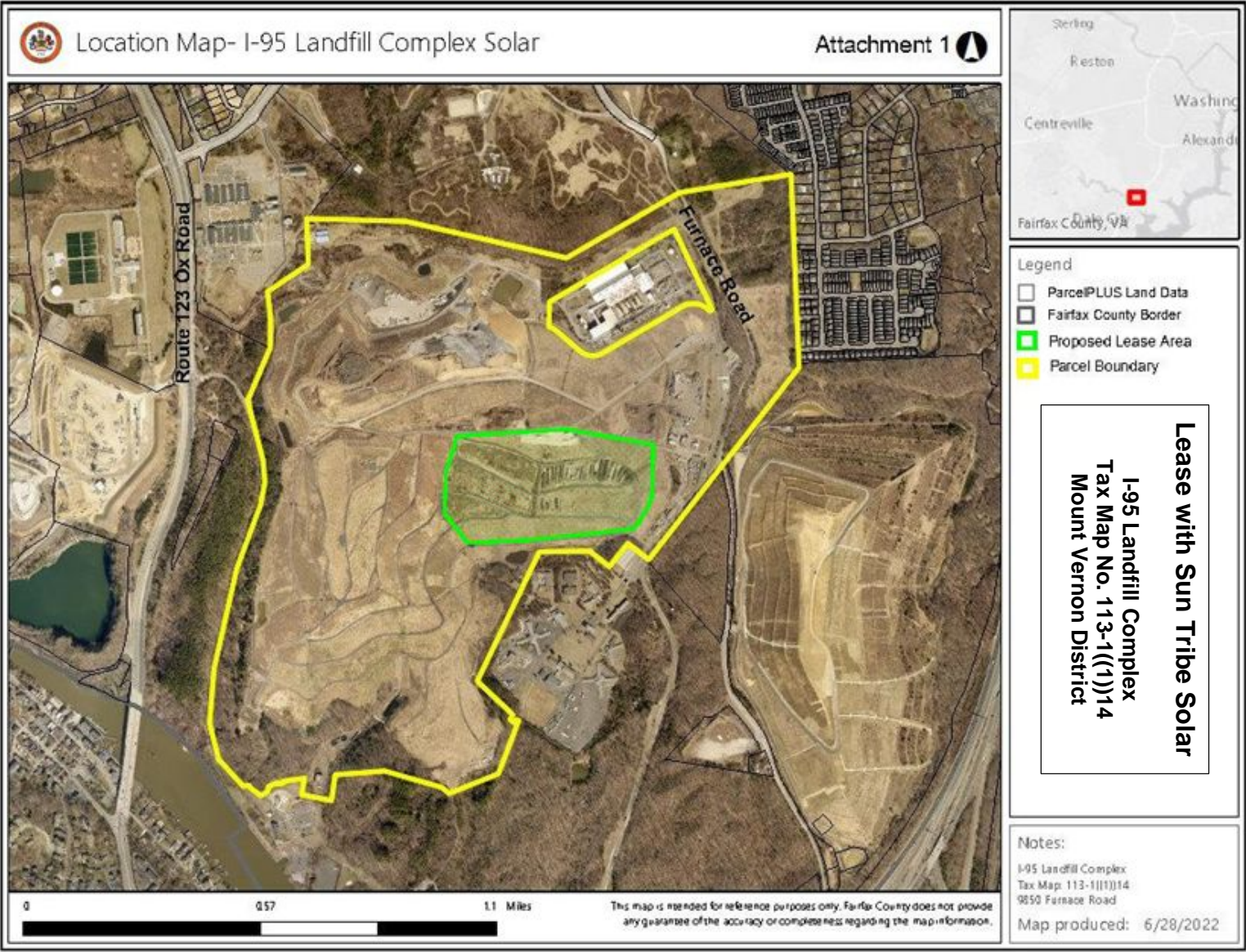
Attachment 1 – Location Map 113-1((1))14

STAFF:

Rachel Flynn, Deputy County Executive
Ellicia Seard-McCormick, Deputy County Executive
Christina Jackson, Chief Financial Officer
Christopher S. Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eric Forbes, DPWES Division Director, Solid Waste Compliance

ASSIGNED COUNSEL:

Joanna Faust, Assistant County Attorney



ADMINISTRATIVE – 4

Approval of “Watch for Children” Signs as Part of the Residential Traffic Administration Program on Kingsbridge Drive (Providence District)

ISSUE:

Board endorsement of “Watch for Children” signs as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:

The County Executive recommends approval for the installation of the following:

- Three “Watch for Children” signs on Kingsbridge Drive (Providence District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved “Watch for Children” signs as soon as possible.

TIMING:

Board action is requested on August 2, 2022, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

The RTAP allows for installation of “Watch for Children” signs at the primary entrance to residential neighborhoods, or at a location with an extremely high concentration of children relative to the area, such as playgrounds, day care centers, or community centers. FCDOT reviews each request to ensure the proposed signs will be effectively located and will not conflict with any other traffic control devices.

On June 21, 2022, FCDOT received verification from the Providence District Supervisor’s Office confirming community support for three “Watch for Children” signs on Kingsbridge Drive.

FISCAL IMPACT:

Funding in the amount of \$600 is available in Fund 300-C30050, Project 2G25-076-000, Traffic Calming Program.

Board Agenda Item
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ENCLOSED DOCUMENTS:

None

STAFF:

Rachel Flynn, Deputy County Executive

Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)

Gregg Steverson, Deputy Director, FCDOT

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

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

Nicole Romero, Planning Technician, Traffic Engineering Section, FCDOT

ADMINISTRATIVE - 5

Approval of “Watch for Children” Signs as Part of the Residential Traffic Administration Program on Blake Lane (Providence District)

ISSUE:

Board endorsement of “Watch for Children” signs as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:

The County Executive recommends approval for the installation of the following:

- Two “Watch for Children” signs on Blake Lane (Providence District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved “Watch for Children” signs as soon as possible.

TIMING:

Board action is requested on August 2, 2022, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

The RTAP allows for installation of “Watch for Children” signs at the primary entrance to residential neighborhoods, or at a location with an extremely high concentration of children relative to the area, such as playgrounds, day care centers, or community centers. FCDOT reviews each request to ensure the proposed signs will be effectively located and will not conflict with any other traffic control devices.

On June 21, 2022, FCDOT received verification from the Providence District Supervisor’s Office confirming community support for two “Watch for Children” signs on Blake Lane.

FISCAL IMPACT:

Funding in the amount of \$500 is available in Fund 300-C30050, Project 2G25-076-000, Traffic Calming Program.

Board Agenda Item
August 2, 2022

ENCLOSED DOCUMENTS:

None

STAFF:

Rachel Flynn, Deputy County Executive

Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)

Gregg Steverson, Deputy Director, FCDOT

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

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

Nicole Romero, Planning Technician, Traffic Engineering Section, FCDOT

ADMINISTRATIVE - 6

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program on Peabody Drive (Dranesville District)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends that the Board endorse the traffic calming plan for Peabody Drive (Attachment I and Attachment II) consisting of the following:

- Two speed humps on Peabody Drive (Dranesville District)

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

TIMING:

Board action is requested on August 2, 2022, to allow the proposed measures to be installed as soon as possible.

BACKGROUND:

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

On June 29, 2022, FCDOT received verification from the Dranesville District Supervisor's office confirming community support for the Peabody Drive traffic calming plan.

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FISCAL IMPACT:

Funding in the amount of \$16,000 is necessary to fund the traffic calming measures associated with this traffic calming project. Funds are currently available in Project 2G25-076-000, Traffic Calming Program, Fund 300-C30050, Transportation Improvements.

ENCLOSED DOCUMENTS:

Attachment I: Traffic Calming Resolution for Peabody Drive
Attachment II: Traffic Calming Plan for Peabody Drive

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Gregg Steverson, Deputy Director, FCDOT
Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT
Nicole Romero, Planning Technician, Traffic Engineering Section, FCDOT

RESOLUTION

**FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
TRAFFIC CALMING MEASURES
PEABODY DRIVE
DRANESVILLE DISTRICT**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, August 2, 2022, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, the residents in the vicinity of Peabody Drive have requested the Dranesville District Supervisor's Office of Fairfax County to consider remedial measures to reduce the speed of traffic on Peabody Drive; and

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

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

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

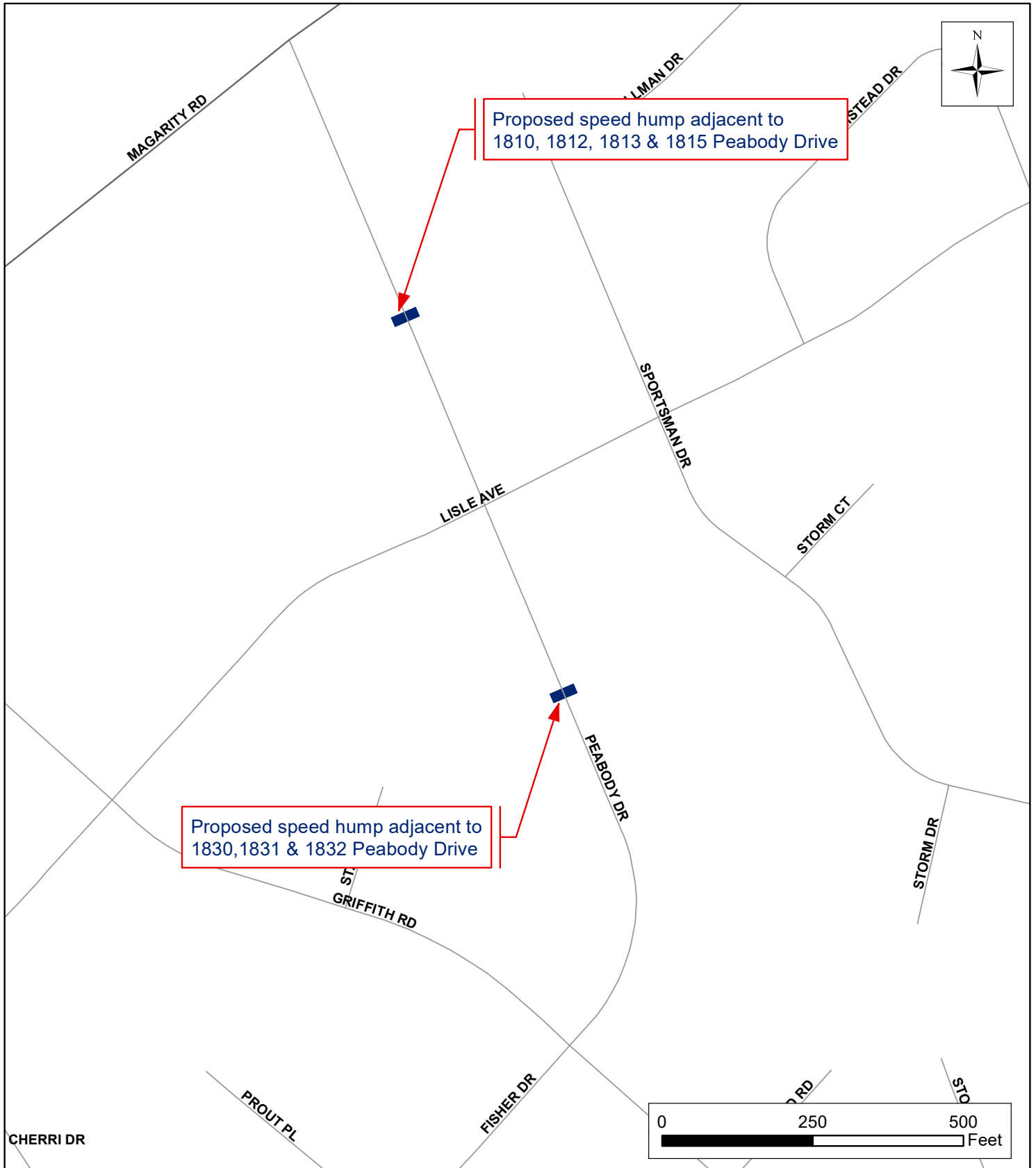
WHEREAS, the intended source of funding for the Traffic Calming Plan is Fairfax County.

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

ADOPTED this 2nd day of August, 2022.

A Copy Teste:

Jill G. Cooper
Clerk to the Board of Supervisors



Tax Map: 30-3, 40-1

August 2022

**Fairfax County Department of Transportation
Residential Traffic Administration Program
Traffic Calming Plan
Peabody Drive
Dranesville District**



Board Agenda Item
August 2, 2022

ADMINISTRATIVE – 7

Approval of “\$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program on Blake Lane (Providence District)

ISSUE:

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

RECOMMENDATION:

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

- Blake Lane between Sutton Road and Route 29 (Providence District)

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

TIMING:

Board action is requested on August 2, 2022, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

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

Blake Lane, between Sutton Road and Route 29 (Providence District), meets the RTAP requirements for posting the “\$200 Additional Fine for Speeding Signs.” On June 30, 2022, FCDOT received verification from the Providence District Supervisor’s office confirming community support.

Board Agenda Item
August 2, 2022

FISCAL IMPACT:

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

ENCLOSED DOCUMENTS:

Attachment I: “\$200 Additional Fine for Speeding” Signs Resolution – Blake Lane

Attachment II: Area Map of Proposed “\$200 Additional Fine for Speeding” Signs – Blake Lane

STAFF:

Rachel Flynn, Deputy County Executive

Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)

Gregg Steverson, Deputy Director, FCDOT

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

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

Nicole Romero, Planning Technician, Traffic Engineering Section, FCDOT

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
\$200 ADDITIONAL FINE FOR SPEEDING SIGNS
BLAKE LANE
PROVIDENCE DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, August 2, 2022, at which a quorum was present and voting, the following resolution was adopted:

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

WHEREAS, the Fairfax County Department of Transportation has verified that a bona-fide speeding problem exists on Blake Lane from Sutton Road to Route 29. Such road also being identified as a Minor Arterial Road; and

WHEREAS, community support has been verified for the installation of "\$200 Additional Fine for Speeding" signs on Blake Lane.

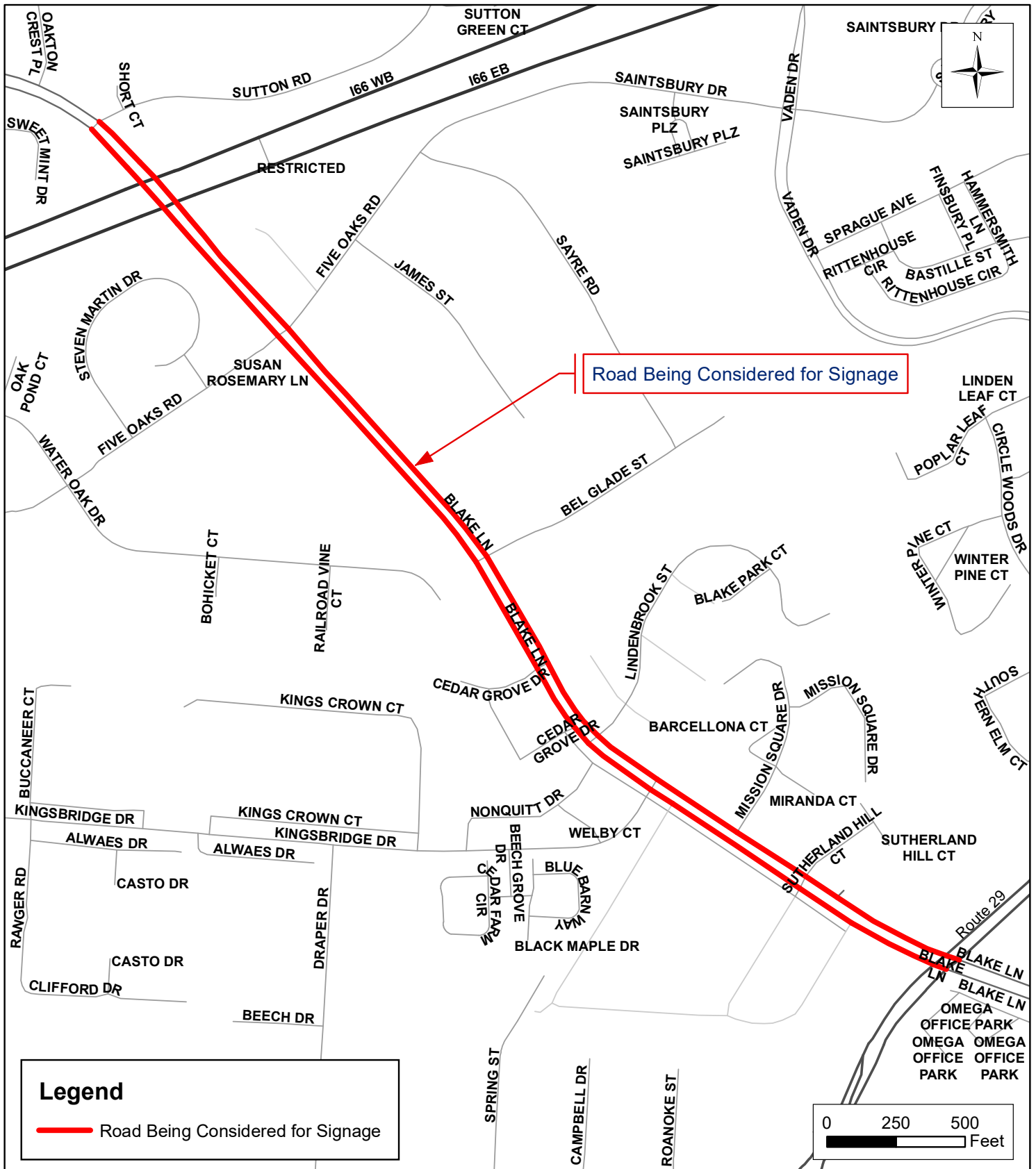
NOW, THEREFORE BE IT RESOLVED that "\$200 Additional Fine for Speeding" signs are endorsed for Blake Lane from Sutton Road to Route 29.

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

ADOPTED this 2nd day of August, 2022.

A Copy Teste:

Jill G. Cooper
Clerk to the Board of Supervisors



Tax Map: 48-1, 48-3

June 2022

**Fairfax County Department of Transportation
Residential Traffic Administration Program
Proposed \$200 Additional Fine for Speeding
Blake Lane
Providence District**



Board Agenda Item
August 2, 2022

ADMINISTRATIVE - 8

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance to Establish the Lee Landing Community Parking District (Providence District)

ISSUE:

Board authorization to advertise a public hearing to consider a proposed amendment to Appendix M of *the Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish the Lee Landing Community Parking District (CPD).

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing for September 13, 2022, at 4:00 p.m., to consider adoption of a Fairfax County Code amendment (Attachment I) to establish the Lee Landing CPD, consisting of the residential portion of Emma Lee Street and Morris Street.

TIMING:

The Board of Supervisors should take action on August 2, 2022, to provide sufficient time for advertisement of the public hearing on September 13, 2022, at 4:00 p.m.

BACKGROUND:

Fairfax County Code Section 82-5B-2 authorizes the Board to establish a CPD for the purpose of prohibiting or restricting the parking of the following vehicles on the streets in the CPD: watercraft; boat trailers; motor homes; camping trailers; and any other trailer or semi-trailer, regardless of whether such trailer or semi-trailer is attached to another vehicle; any vehicle with three or more axles; any vehicle that has a gross vehicle weight rating of 12,000 or more pounds, except school buses used on a current and regular basis to transport students; and any vehicle of any size that is being used in the transportation of hazardous materials as defined in Virginia Code § 46.2-341.4.

No such CPD shall apply to (i) any commercial vehicle when discharging passengers or when temporarily parked pursuant to the performance of work or service at a particular location, (ii) utility generators located on trailers and being used to power network facilities during a loss of commercial power, (iii) restricted vehicles temporarily parked on a public street within any such CPD for a maximum of 48 hours for the purpose of loading, unloading, or preparing for a trip, (iv) restricted vehicles that are temporarily parked on a public street within any such CPD for use by federal, state, or local public

Board Agenda Item
August 2, 2022

agencies to provide services.

Pursuant to Fairfax County Code Section 82-5B-3, the Board may establish a CPD if: (1) the Board receives a petition requesting establishment and such petition contains the names, addresses, and signatures of petitioners who represent at least 60 percent of the addresses within the proposed CPD, and represent more than 50 percent of the eligible addresses on each block of the proposed CPD, (2) the proposed CPD includes an area in which 75 percent of each block within the proposed CPD is zoned, planned, or developed as a residential area, (3) the Board receives an application fee of \$10 for each petitioning property address in the proposed CPD, and (4) the proposed CPD must contain the lesser of (i) a minimum of five block faces or (ii) any number of blocks that front a minimum of 2,000 linear feet of street as measured by the centerline of each street within the CPD.

Staff has verified that the requirements for a petition-based CPD have been satisfied.

The parking prohibition identified above for the CPD is proposed to be in effect seven days per week, 24 hours per day.

FISCAL IMPACT:

The cost of sign installation is estimated to be \$1,200. It will be paid from Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:

Attachment I: Amendment to the *Fairfax County Code*, Appendix M (CPD Restrictions)
Attachment II: Area Map of Proposed Lee Landing CPD

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Gregg Steverson, Deputy Director, FCDOT
Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Henri Stein McCartney, Sr. Transportation Planner, FCDOT

ASSIGNED COUNSEL:

Patrick Foltz, Assistant County Attorney

PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX M

M-95 Lee Landing Community Parking District

(a) *District Designation*

- (1) The restricted parking area is designated as the Lee Landing Community Parking District.
- (2) Blocks included in the Lee Landing Community Parking District are described below:

Emma Lee Street (Route 1140)

From Morris Street to the commercial property boundaries

Morris Street (Route 3470)

From Mary Street to the cul-de-sac inclusive

(b) *District Provisions*

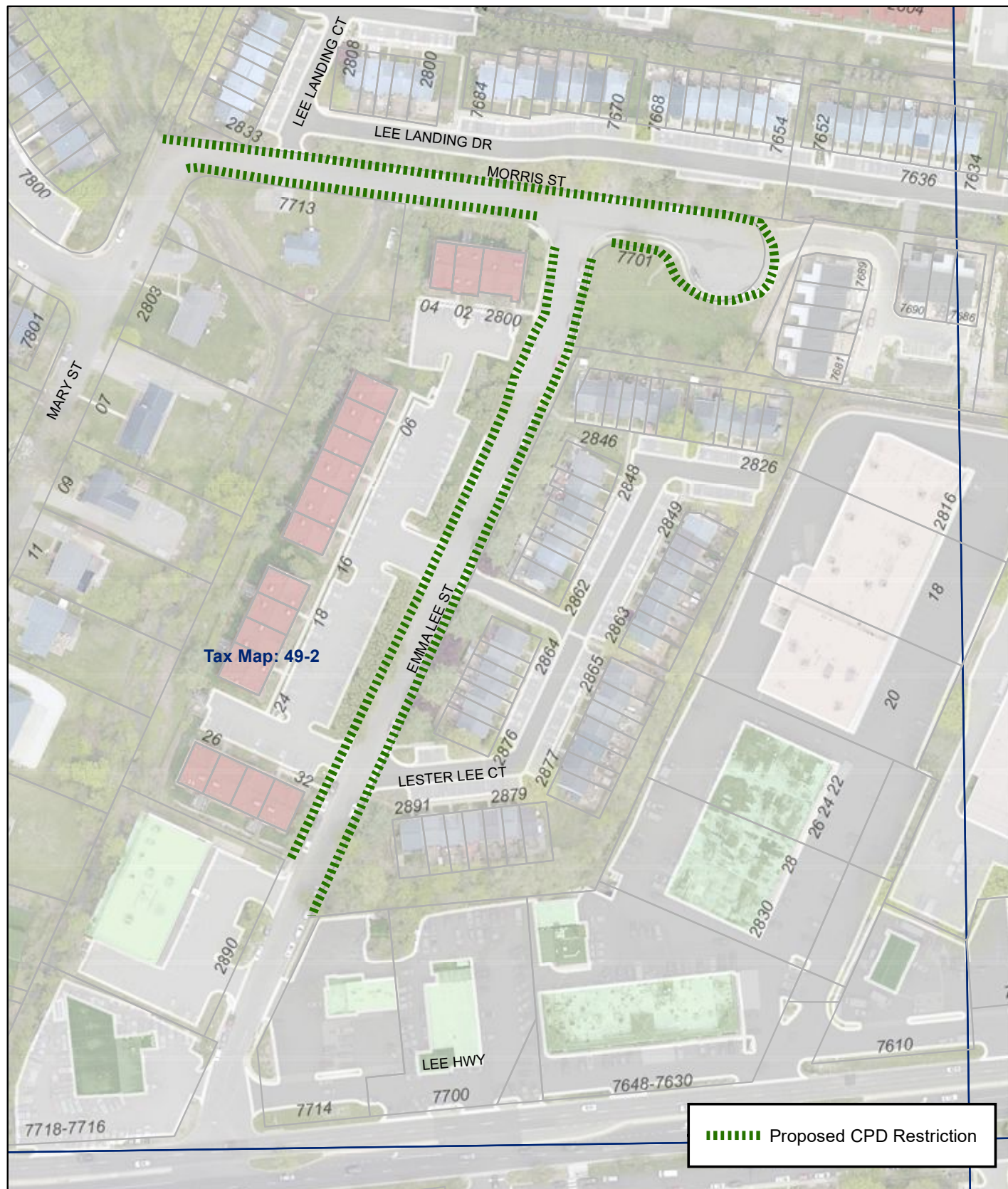
- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5B of Chapter 82.
- (2) Parking of watercraft; boat trailers; motor homes; camping trailers; any other trailer or semi-trailer, regardless of whether such trailer or semi-trailer is attached to another vehicle; any vehicle with three or more axles; any vehicle that has a gross vehicle weight rating of 12,000 or more pounds except school buses used on a current and regular basis to transport students; any vehicle designed to transport 16 or more passengers including the driver, except school buses used on a current and regular basis to transport students; and any vehicle of any size that is being used in the transportation of hazardous materials as defined in Virginia Code § 46.2-341.4 is prohibited at all times on the above-described streets within the Lee Landing Community Parking District.
- (3) No such Community Parking District shall apply to (i) any commercial vehicle when discharging passengers or when temporarily parked pursuant to the performance of work or service at a particular location or (ii) utility generators located on trailers and being used to power network facilities during a loss of commercial power or (iii) restricted vehicles temporarily parked on a public street within any such District for a maximum of 48 hours for

the purpose of loading, unloading, or preparing for a trip or (iv) restricted vehicles that are temporarily parked on a public street within any such District for use by federal, state, or local public agencies to provide services.

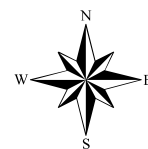
- (c) *Signs.* Signs delineating the Lee Landing Community Parking District shall indicate community specific identification and/or directional information, if applicable, in addition to the following:

NO PARKING
Watercraft
Trailers, Motor Homes
Vehicles ≥ 3 Axles
Vehicles GVWR $\geq 12,000$ lbs.
Vehicles ≥ 16 Passengers

FAIRFAX COUNTY CODE §82-5B



Fairfax County Department of Transportation
 Lee Landing
 Community Parking District (CPD)
 Providence District



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ADMINISTRATIVE - 9

Fairfax Founders Fund Eligibility Modification

ISSUE:

The Fairfax County Board of Supervisors (Board) authorized the appropriation of \$1,000,000 on June 28, 2022 from the Economic Opportunity Reserve Fund (EOR) to create the Fairfax Founders Fund (Fund), a grant and technical assistance program for promising startup Fairfax County firms in emerging technology industries. Board approval is sought to modify the previously approved Fund Guidelines to include only applicants having their principal place of business in Fairfax County, including the Towns of Herndon, Vienna, and Clifton, as eligible entities; entities with a principal place of business in the Cities of Fairfax or Falls Church would not be eligible.

RECOMMENDATION:

The County Executive recommends that the Board approve the modification of the Fund guidelines to include only applicants having their principal place of business in Fairfax County, including the Towns of Herndon, Vienna, and Clifton, as eligible entities; entities with a principal place of business in the Cities of Fairfax or Falls Church would not be included.

TIMING:

Board action is requested on August 2, 2022. The Fund is anticipated to launch in Fall 2022.

BACKGROUND:

The Board authorized the appropriation of \$1,000,000 on June 28, 2022 from the Economic Opportunity Reserve Fund (EOR) to create the Fairfax Founders Fund, a grant and technical assistance program for promising startup Fairfax County firms in emerging technology industries. The previously approved Fund guidelines required that eligible applicants have their principal place of business in Fairfax County; the towns of Herndon, Vienna, or Clifton; or the Cities of Fairfax or Falls Church.

Staff recognize the benefits that could come from including entities with a principal place of business in the Cities of Falls Church or Fairfax as eligible Fund applicants. The growth and expansion of any company located within or adjacent to Fairfax County could promote economic development in myriad ways for the residents and businesses

Board Agenda Item
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in the county. Since the funding for the program excludes the tax base of the Cities of Falls Church and Fairfax, it is recommended that the Fund not include entities with principal places of business in the Cities of Fairfax and Falls Church.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

None.

STAFF:

Rachel Flynn, Deputy County Executive

Rebecca Moudry, Director, Department of Economic Initiatives

Jamie Gaucher, Division Manager, Economic Innovation & Strategy, Department of Economic Initiatives

Eta Nahapetian, Manager, Smart Community Innovation & Strategy, Department of Economic Initiatives

ASSIGNED COUNSEL:

Ryan A. Wolf, Assistant County Attorney

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ADMINISTRATIVE – 10

Authorization to Advertise a Public Hearing on the County and Schools' FY 2022 Carryover Review to Amend the Appropriation Level in the FY 2023 Revised Budget Plan

ISSUE:

Board approval of an advertisement to increase the FY 2023 appropriation level. The advertisement encompasses both the County and the Schools' *FY 2022 Carryover Reviews*. Section 15.2 – 2507 of the Code of Virginia requires that a public hearing be held prior to Board Action.

RECOMMENDATION:

The County Executive recommends that the Board authorize staff to publish the advertisement for a public hearing to be held on October 11, 2022 at 10:30 a.m.

TIMING:

Board action is requested on August 2, 2022.

BACKGROUND:

As the *FY 2022 Carryover Review* includes potential increases in appropriation greater than 1 percent, a public hearing is required prior to Board action. In addition, the Code of Virginia requires that a synopsis of proposed changes be included in the advertisement for a public hearing.

Details of the proposed changes shown in the advertisement are provided to the Board in the enclosed *FY 2022 Carryover Review* documents.

The School Board funding adjustments included in the advertisement are based on staff's recommendations to the School Board, which were presented to the School Board on July 14, 2022, with action to be taken by the School Board on September 1, 2022. Any changes by the School Board to staff recommendations on September 1, 2022, will be incorporated into the Carryover advertisement for the public hearing on October 11, 2022.

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ENCLOSED DOCUMENTS:

These attachments will be available online on Monday, August 1, 2022:
<https://www.fairfaxcounty.gov/budget/fy-2022-carryover-budget-package>

Attachment A: Proposed advertisement for public hearing
Attachment B: August 1, 2022 Memorandum to the Board of Supervisors from Bryan J. Hill, County Executive, with attachments, transmitting the County's *FY 2022 Carryover Review* with appropriate resolutions
Attachment C: Fairfax County School Recommended FY 2022 Final Budget Review and Appropriation Resolutions

STAFF:

Bryan J. Hill, County Executive
Christina Jackson, Chief Financial Officer
Philip Hagen, Deputy Director, Management and Budget

ADMINISTRATIVE - 11

Authorization to Advertise a Public Hearing on a Proposal to Prohibit Through Truck Traffic on Bull Run Post Office Road (Sully District)

ISSUE:

Board authorization to advertise a public hearing, to be held on Tuesday, September 13, 2022, at 4:00 p.m., for the purpose of endorsing the following road to be included in the Residential Traffic Administration Program (RTAP) for a through truck traffic restriction:

- Bull Run Post Office Road between Route 29 in Fairfax County and Braddock Road in Loudoun County

RECOMMENDATION:

The County Executive recommends the Board authorize advertisement of a public hearing for the purpose of endorsing Bull Run Post Office Road between Route 29 and Braddock Road to be included in the RTAP for a through truck traffic restriction.

TIMING:

The Board should take action on August 2, 2022, to provide sufficient time for advertisement of the proposed public hearing scheduled for September 13, 2022, at 4:00 p.m.

BACKGROUND:

In July of 2017, the Virginia Department of Transportation (VDOT) informed FCDOT that they intended to remove signage for a through truck traffic restriction on Bull Run Post Office Road between Route 29 in Fairfax County and Braddock Road in Loudoun County. This restriction was originally put in place in 2003. The restriction was rescinded by VDOT due to significant changes to the original road alignment in Loudoun County that resulted in a noncontinuous route connecting the original terminating points of the restriction. On July 8, 2018, the Sully District Supervisor's Office requested that Fairfax County staff work with VDOT to re-instate the through truck traffic restriction on Bull Run Post Office Road. When staff was unable to convince VDOT to re-instate the restriction, the Sully District Supervisor's Office sent a letter requesting VDOT restore the restriction in August of 2019 (Attachment I). However, VDOT responded that they were unable to restore the requested restriction and indicated that a new resolution would need to be submitted by Fairfax County to re-start the Through Truck Traffic Restriction process (also shown in Attachment I).

Board Agenda Item
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On September 15, 2020, the Fairfax County Board of Supervisors endorsed a new resolution requesting VDOT to enact the through truck traffic restriction on Bull Run Post Office Road. However, the requested restriction was not put into place due to conflicts with adjoining jurisdictions regarding the alternate route defined in the request. Staff from VDOT, FCDOT, Loudoun County and Prince William County attempted to work through the issues with the identified alternate route with no resolution. As such, FCDOT has now identified a different alternate route.

The new alternate route for Bull Run Post Office Road, between Route 29 and Braddock Road, starts at Route 29 in Fairfax County, travels along Route 29 to Route 28, continues on Route 28 to Route 50, travels along Route 50 into Loudoun County until Loudoun County Parkway, and then continues on Loudoun County Parkway to Braddock Road to reach Bull Run Post Office Road (Attachment II).

On July 1, 2022, staff from Loudoun County stated that a Board Item indicating support for the through truck traffic restriction on Bull Run Post Office Road is being prepared for a November Loudoun County Board of Supervisors meeting.

Section 46.2-809 of the *Code of Virginia* requires a local jurisdiction to hold a duly advertised public hearing on any proposal to restrict through truck traffic on a primary or secondary road. Further, a resolution pertaining to prohibiting through truck traffic on a portion of this road (Attachment III) has been prepared for adoption and transmittal to VDOT, which will conduct the formal engineering study of the restriction request.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:

Attachment I: Correspondence between Sully District Supervisor's Office and VDOT
Attachment II: Area Map of Proposed Through Truck Traffic Restriction
Attachment III: Proposed Resolution to Restrict Through Truck Traffic on Bull Run Post Office Road

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Gregg Steverson, Deputy Director, FCDOT
Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT

Kathy L. Smith
Board of Supervisors, Sully District
 4900 Stonecroft Boulevard
 Chantilly, VA 20151



Chair, Development Process Committee
Vice Chair, Transportation Committee
 Chair, Fairfax-Prince William Inter-Jurisdictional Committee
 Chair, Fairfax-Loudoun Inter-Jurisdictional Committee

August 26, 2019

Ms. Helen Cuervo, District Administrator
 Virginia Department of Transportation
 4975 Alliance Drive
 Fairfax, VA 22030

The Fairfax County Department of Transportation (FCDOT) informed my office that VDOT removed the Through Truck Traffic Restriction (TTR) on Bull Run Post Office Road because there was a discrepancy in the terminus point in Loudoun County. As you are aware, the process to implement a TTR begins with a community request and a public hearing before the Board of Supervisors.

The Bull Run Post Office Road TTR dates back to September 11, 2000, when the Fairfax County BOS approved a resolution requesting the TTR (the public hearing was held on June 26, 2000, but the decision was delayed to work out an agreement for the installation of a traffic signal at Route 29 northbound to the I-66 eastbound ramp to facilitate truck traffic at this intersection and enable truck traffic to avoid the Route 28/Route 29 interchange). Subsequently, FCDOT staff coordinated with Loudoun County DOT staff for a TTR on Bull Run Post Office Road that would encompass both Counties from Route 29 in Fairfax County to Route 50 in Loudoun County. The Loudoun County Board of Supervisors unanimously approved the Loudoun County portion of Bull Run Post Office Road on October 2, 2001.

After both Board's approvals, Commonwealth Transportation Board (CTB) member Hobie Mitchel initiated conversations with both Counties to change the termini point in Loudoun County from Route 50 to Braddock Road as he was concerned that restricting traffic to Route 50 in Loudoun might have the potential of diverting traffic onto residential streets in the South Riding community in Loudoun. Mr. Mitchel felt that this issue could be addressed by changing the termini location to Braddock Road. The Fairfax BOS and Loudoun BOS supported this change and sent letters to Mr. Mitchel stating their support.

The CTB acted on this request at their February 20, 2003 meeting, and VDOT Northern District sent a letter to the Loudoun BOS Chair and copied the Fairfax County BOS Chair and the Sully District Supervisor in an April 2003 letter that CTB enacted the restriction as requested by both

Kathy L. Smith

Board of Supervisors, Sully District
4900 Stonecroft Boulevard
Chantilly, VA 20151



Chair, Development Process Committee
Vice Chair, Transportation Committee
Chair, Fairfax-Prince William Inter-Jurisdictional Committee
Chair, Fairfax-Loudoun Inter-Jurisdictional Committee

Page 2

Boards. The signs were installed, and the restriction had been in place for over a decade until VDOT came back and stated that the CTB did not make the change that was requested by both Counties, and that the road that went to Route 50 is longer in place as it was removed as part of the South Riding development. I understand that VDOT Traffic Engineering's position is that if the road is no longer in place it voids the TTR. Subsequently, the signs were removed by VDOT. However, as I've already stated both Boards agreed and supported changing the termini point to Braddock Road and the signage that was installed was from Route 29 to Braddock Road, not to Route 50. Clearly, this indicates that the installation of the signs fell in line with both Counties position.

As mentioned, there is a public process component to this process, and it is very disconcerting to the community to have these signs removed after they endured the lengthy process on what appears to be an oversight by the CTB during their deliberations. As you can imagine, the Individuals that live along Bull Run Post Office Road that worked to get this restriction in place want it restored.

Therefore, I respectfully request that VDOT work with my office to get this TTR restored. I'm hopeful that this can be done without having to start the process all over again. So that you have a history of the action taken I'm enclosing the documentation from my files with the action that the Fairfax County BOS and Loudoun BOS took and the letters from both Boards to Mr. Mitchel regarding changing the termini point to Braddock Road.

I appreciate your assistance in working with my office to resolve this issue to restore the TTR signage and if you have any questions please contact Mike Coyle of my staff at 703-814-7100.

Sincerely,

Kathy L. Smith
Supervisor, Sully District
Fairfax County Board of Supervisors

Cc: Tom Biesiadny, Director, Fairfax County Department of Transportation

Enclosures

703-814-7100

Email: Sully@FairfaxCounty.gov

www.FairfaxCounty.gov/Sully

fax 703-814-7110



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
4975 Alliance Drive
Fairfax, Virginia 22030

Stephen C. Brich, P.E.
Commissioner

September 6, 2019

The Honorable Supervisor, Kathy L. Smith
Board of Supervisors, Sully District
4900 Stonecroft Boulevard
Chantilly, Virginia 20151

Dear Supervisor Smith:

Thank you for your letter dated August 26 regarding a through truck restriction on Bull Run Post Office Road, Route 621.

The documents that you have provided indicate that the Loudoun County Board of Supervisors passed a resolution amending the northern terminus of the requested through truck restriction from US 50 to Braddock Road, both of which are located in Loudoun County. However, the Commonwealth Transportation Board (CTB) did not vote on the amended request. The record indicates that the CTB voted to approve the original request, which set the northern terminus at US 50. Sometime shortly afterward, a portion of Route 621 north of Braddock Road was abandoned, truncating Route 621 as a continuous through route and thereby nullifying the through truck restriction.

The Virginia Department of Transportation (VDOT), as an agent of the CTB, can only restrict through trucks on certain roads in accordance with the Code of Virginia. The CTB adopted the attached "Guidelines for Considering Requests to Restrict Through Trucks on Primary and Secondary Highways" on October 16, 2003. The guidelines direct VDOT on how to comply with the Code. VDOT is required to follow these guidelines when considering requests for through truck restrictions.

The CTB guidelines require the provision of a reasonable alternate route for through trucks that would be diverted by a through truck restriction. The termini of the alternate route must be identical to the termini of the proposed restricted route. The proposed restricted route and the alternate route must be presented at a public hearing by the locality before VDOT is to review the request. To date, no alternate route has been proposed and presented at a public hearing that would have termini at US 29 and Braddock Road.

The Honorable Supervisor Kathy Smith
September 6, 2019
Page Two

We would be happy to consider a new request for a through truck restriction on Bull Run Post Office Road, provided all of the CTB requirements are met. We typically work closely with Fairfax County and Loudoun County transportation staffs to identify a reasonable alternate route prior to a public hearing and Board of Supervisors action.

If you have any further questions or concerns, please do not hesitate to contact me at (703) 259-2345 or via Helen.Cuervo@Vdot.Virginia.Gov.

Sincerely,

A handwritten signature in blue ink that reads "Helen L. Cuervo". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Helen L. Cuervo, P.E.
District Administrator, Northern Virginia

cc: Mr. Tom Biesiadny, Director, Fairfax County Department of Transportation

Adopted by Commonwealth Transportation Board October 16, 2003

GUIDELINES FOR CONSIDERING REQUESTS TO RESTRICT THROUGH TRUCKS ON PRIMARY AND SECONDARY HIGHWAYS

Section 46.2- 809 of the Code of Virginia provides:

The Commonwealth Transportation Board, *or its designee*, in response to a formal request by a local governing body, after such body has held public hearings, may, after due notice and a proper hearing, prohibit or restrict the use by through traffic of any part of a *primary or secondary* highway if a reasonable alternate route is provided. *The Board, or its designee, shall act upon any such formal request within nine months of its receipt, unless good cause is shown.* Such restriction may apply to any truck or truck and trailer or semitrailer combination, except a pickup or panel truck, as may be necessary to promote the health, safety, and welfare of the citizens of the Commonwealth. Nothing in this section shall affect the validity of any city charter provision or city ordinance heretofore adopted.

Background

It is the philosophy of the Commonwealth Transportation Board that all vehicles should have access to the roads on which they are legally entitled to travel. Travel by any class of vehicle on any class of highway should be restricted only upon demonstration that it will promote the health, safety and welfare of the citizens of the Commonwealth without creating an undue hardship on any of the users of the transportation system. The Board recognizes that there may be a limited number of instances when restricting through trucks from using a segment of a primary or secondary roadway will reduce potential conflicts, creating a safer environment and one that is in accord with the current use of the roadway. The Board has adopted these guidelines to govern and regulate requests for through truck restrictions on primary and secondary highways.

Process

The Commonwealth Transportation Board delegates the authority to restrict through truck traffic on secondary highways to the Commissioner of the Virginia Department of Transportation. Such

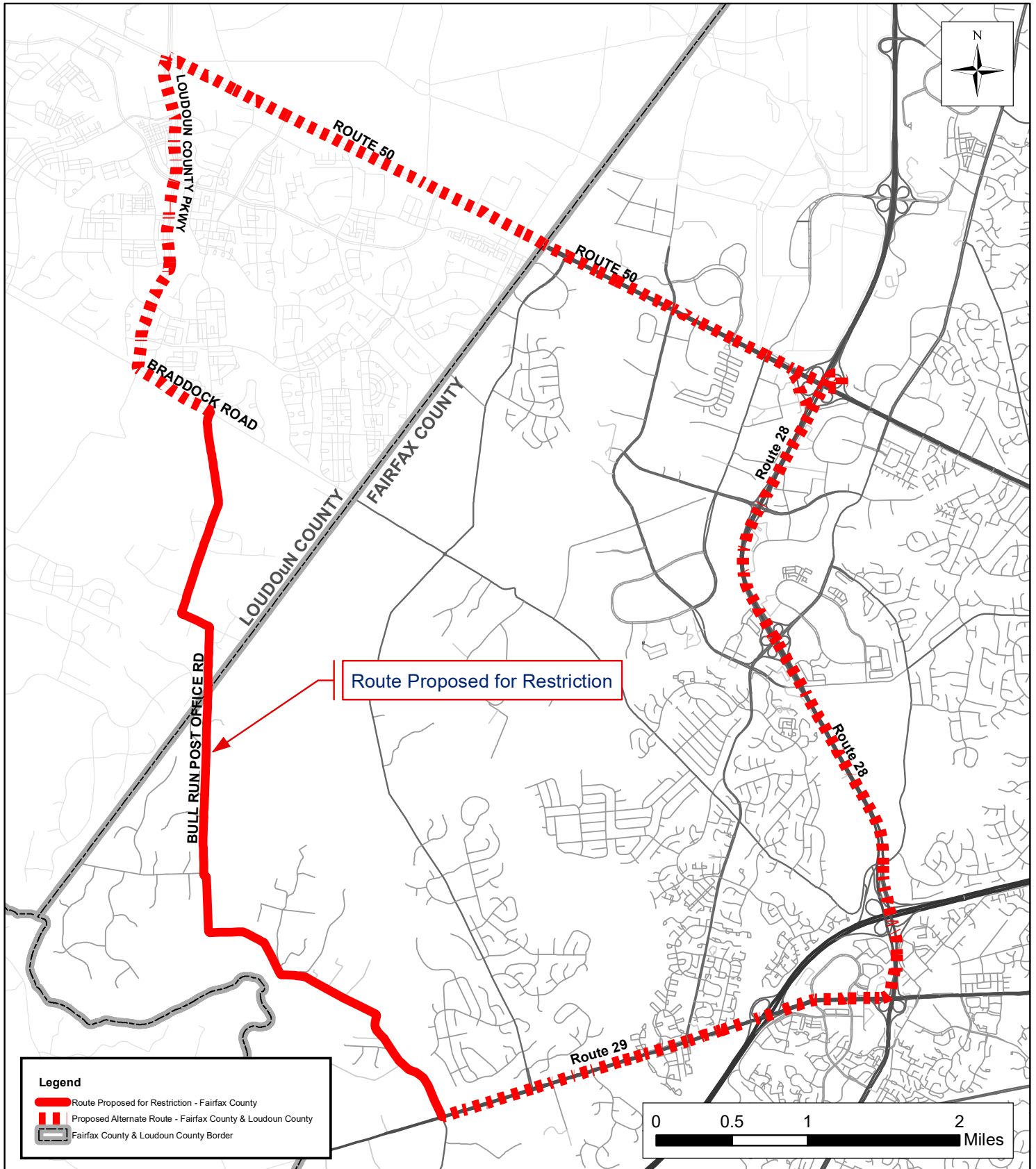
- safety related impacts. To be considered “reasonable”, the alternate route(s) must be engineered to a standard sufficient for truck travel, and must be judged at least as appropriate for truck traffic as the requested truck restriction route. If an alternate route must be upgraded, the improvement shall be completed before the truck restriction can be implemented. The termini of the proposed restriction must be identical to the alternate routing to allow a time and distance comparison to be conducted between the two routings. Also, the alternate routing must not create an undue hardship for trucks in reaching their destination.
2. The character and/or frequency of the truck traffic on the route proposed for restriction is not compatible with the affected area. Evaluation will include safety issues, accident history, engineering of the roadway, vehicle composition, and other traffic engineering related issues.

In addition to meeting the first two criteria, the proposed restriction must meet either the third or the fourth criteria in order to be approved.

3. The roadway is residential in nature. Typically, the roadway will be judged to be residential if there are at least 12 dwellings combined on both sides within 150' of the existing or proposed roadway center line per 1,000 feet of roadway.
4. The roadway must be functionally classified as either a local or collector.

Failure to satisfy criteria 1 and 2, and either criteria 3 or 4 will normally result in rejection of the requested restriction.

The Commonwealth Transportation Board when deemed necessary may modify or revise any provisions or criteria contained in these guidelines.



**Fairfax County Department of Transportation
Residential Traffic Administration Program
Through Truck Traffic Restriction
Loudoun County & Fairfax County
Bull Run Post Office Road
Sully District**

July 2022



RESOLUTION

**FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
THROUGH TRUCK TRAFFIC RESTRICTION
BULL RUN POST OFFICE ROAD
SULLY DISTRICT**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday, September 13, 2022, at which a meeting quorum was present and voting, the following resolution was adopted:

WHEREAS, the residents of Fairfax County who live along Bull Run Post Office Road have expressed concerns regarding the negative impacts associated with through truck traffic on this road in Fairfax County; and

WHEREAS, the residents of Loudoun County who live along Bull Run Post Office Road have also expressed concerns regarding the negative impacts associated with through truck traffic on this road in Loudoun County; and

WHEREAS, a reasonable alternate route has been identified for Bull Run Post Office Road, starting at Route 29, traveling along Route 29 to Route 28, continuing on Route 28 to Route 50, traveling along Route 50 into Loudoun County until Loudoun County Parkway, and then continuing on Loudoun County Parkway to Braddock Road to reach Bull Run Post Office Road; and

WHEREAS, it is the intent of the Fairfax County Board of Supervisors to ensure that the proposed through truck traffic restriction in Fairfax County be enforced by the Fairfax County Police Department; and

WHEREAS, a public hearing was held pursuant to Section 46.2-809 of the *Code of Virginia*;

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, has determined that in order to promote the health, safety, and general welfare of the citizens of Fairfax County, it is beneficial to prohibit through truck traffic on Bull Run Post Office Road in Fairfax County, as part of the County's Residential Traffic Administration Program (RTAP).

FURTHER BE IT RESOLVED, that the Commonwealth Transportation Board is hereby formally requested to take necessary steps to enact this prohibition.

ADOPTED this 13th day of September, 2022.

A Copy Teste:

Jill G. Cooper
Clerk to the Board of Supervisors

ACTION - 1

Establishment of Retail Fees for the Charging of Electric Vehicles at County-Owned Charging Stations

ISSUE:

Board adoption of retail fees for the charging of electric vehicles at county-owned charging stations, effective August 3, 2022.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt a two-part fee to be paid by the public effective August 3, 2022, including county employees charging their privately-owned vehicles, for the charging of electric vehicles (EVs) at county-owned charging stations, consisting of (1) a charge of \$0.30 per kilowatt hour and (2) a dwell-time fee of \$2.00 per hour, capped at \$25.00 per session, that applies when the EV's battery is fully charged and a 10-minute grace period has expired.

TIMING:

Board action is requested on August 2, 2022, so that staff may begin to program fee information into county-owned EV charging stations and begin collecting revenue for the provision of EV charging service.

BACKGROUND:

Over the last several years, the Board of Supervisors (Board) has supported electrification of the transportation sector, including funding the installation of EV supply equipment (EVSE) at county government facilities. In addition to helping the county fulfill its own fleet electrification goals, as included in the 2021 update to the Operational Energy Strategy, the proliferation of EVSE at county facilities is intended to increase charger availability for community members and promote the widespread adoption of EVs. Leveraging county assets to facilitate the expansion of EVSE availability and encouraging the use of EVs is essential to meeting the county's greenhouse gas emissions reductions goals, including those in the Community-wide Energy and Climate Action Plan (CECAP), accepted by the Board in September 2021.

Beginning in 2021, county staff began installing ChargePoint Level 2 EVSE at county government locations pursuant to a multi-year plan most recently described in a December 13, 2021 memorandum to the Board. Level 2 EVSE can fully charge most EVs in four to eight hours. Currently, over 20 Level 2 charging stations have been

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August 2, 2022

installed at county facilities and are eligible for activation, with more scheduled for installation in the remainder of CY 2022 and beyond.

Before the EV charging stations can be activated for public use, they must be programmed with information regarding the fees, if any, to be paid by the public, which is the subject of this item. The fees that the county establishes for the provision of retail EV charging service are not subject to regulation by the Virginia State Corporation Commission pursuant to § 56-232.2:1 of the Virginia Code.

The charging stations located in county-owned parking lots and publicly accessible garages will be available for use by the public, including county employees, who will be able to charge personal vehicles for a fee, and for use by county fleet vehicles. Stations located in restricted-access county-owned garages and lots that will be used primarily by county fleet vehicles may be available for use for a fee by those county employees who have been granted access to the restricted garages and lots, so long as that use does not affect the charging of fleet vehicles.

Several factors are considered when setting EVSE retail fees, with staff concluding that the most important considerations at this time are (1) the costs that are to be recovered by the fees; (2) the user's ability to access and move the vehicle when charging is completed, and (3) competitiveness with the fees charged by other stations located nearby. Fees for EV charging service will be paid by the user at the ChargePoint station using the ChargePoint application. The ChargePoint application allows the user to select notification preferences, including notification when the vehicle is fully charged, and the option of receiving a receipt when public charging is complete.

Based on its fee-setting analysis, described in Attachment 1, staff recommends EVSE fees of (1) \$0.30 per kilowatt hour (kWh) while electricity is being delivered to the EV battery, with (2) a dwell-time fee of \$2.00 per hour, capped at \$25.00 per session, that applies when the EV's battery is fully charged but the vehicle remains connected to the charging station after a 10-minute grace period expires. Staff has concluded that the recommended fees are likely to cover the county's key variable costs of providing EV charging service, specifically transaction fees and electricity. Based on Table 1 as shown in Attachment 1, this fee proposal appears competitive with the rates currently charged by other publicly-accessible commercial stations located in Fairfax County.

Two jurisdictions in the Northern Virginia region have established EV charging fees, with the approach taken in each jurisdiction distinguishable from this staff proposal. Loudoun County charges a fee of \$2.10 per session at its stations, regardless of how much electricity is delivered or how long the vehicle remains connected to the charging station. Arlington County is likely to adopt a fee of \$0.1452/kWh at its July 16, 2022, meeting, but that fee is only an interim measure. Arlington County intends to expand its EV charging infrastructure beyond the seven stations currently installed and plans to

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retain a consultant to develop a recommendation on a permanent EV rate structure and charging model consistent with that expansion. Unlike the initial interim fee, the future proposal is likely to consider infrastructure costs, parking fees and rate structure options, including a dwell-time charge to encourage turnover of spaces and maximize use of EV charging stations.

Staff considers the per-kWh approach to be the most equitable approach because it is based on the actual electricity consumption of the vehicle. It is also the approach that most EV drivers are familiar with, as it is comparable to the approach that is increasingly deployed by most commercial providers. Basing fees on a per-session or per-minute basis raise issues because of variable factors including a vehicle's battery capacity and the potential impact of weather on charging times.

The dwell-time fee applies when an EV's battery is fully charged and no longer receiving electricity but the vehicle remains connected to the charging station following a 10-minute grace period. The dwell-time fee is intended to encourage EV drivers to vacate a parking space served by an EV charging station when charging service is no longer needed, thereby freeing the space for other potential users. In some instances, such as at Park-and-Ride locations or in Metro garages, it is presumed that the vehicle will be parked at the EVSE for a full business day. For these locations, the dwell-time fee of \$2.00 per hour is intended to discourage an EV driver with a nearly-full battery from parking at an EVSE spot for a de minimis cost and preventing others from using that spot.

The \$25.00 dwell-time cap per session considers the maximum civil penalty of \$25.00 established in Va. Code § 46.2-1219.3 for traffic infractions related to parking in a space marked as reserved for EV charging. This civil penalty, adopted by the General Assembly in 2022, may only be imposed if the parking space ~~reserved~~ for EV charging has a separate sign containing the language "PENALTY, UP TO \$25." Va. Code § 46.2-1219.3 further authorizes localities to adopt an ordinance consistent with the section's provisions. At this time, staff does not intend to recommend the Board adopt such an ordinance or to include a "PENALTY, UP TO \$25" sign at spaces reserved for EV charging at county-owned charging stations, as there is no evidence that drivers are inappropriately parking in spaces reserved for EV charging.

In 2023, staff anticipates providing the Board with a report on the status of EV charging station usage by the public, including usage data and analysis of the existing user fees. That report also may address whether changes to the fees appear warranted.

FISCAL IMPACT:

The county's provision of retail EV charging service to the public is expected to have no material fiscal impact to the county. The revenues from the retail fees will be dependent

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on factors including the number of vehicles that park at county government EV charging stations and the amount of electricity consumed, but revenues are expected to cover the variable costs of transaction fees and electricity. Revenue distributions from ChargePoint will occur quarterly, assuming that the amount due is at least \$250, with revenue due at least annually and within 30 days of contract expiration or termination. Retail fees charged by the county to the public for EV charging service do not apply to the use of EVSE to charge the county's fleet EVs. For budgetary purposes, electricity consumption by county fleet EVs will be tracked between internal county departments.

ENCLOSED DOCUMENTS:

Attachment 1 – Fee-Setting Analysis for Electric Vehicle Charging Service

STAFF:

Christina Jackson, Chief Financial Officer

Rachel Flynn, Deputy County Executive

Ellicia Seard-McCormick, Deputy County Executive

Kambiz Agazi, Director, Office of Environmental and Energy Coordination (OEEC)

Mark Moffatt, Director, Department of Vehicle Services (DVS)

Martha Reed, Department of Management and Budget, Capital Programs Coordinator

Marguerite Guarino, Deputy Director Administration, DVS

Susan Hafeli, Deputy Director, OEEC

ASSIGNED COUNSEL:

Erin Blanch, Assistant County Attorney

Fee-Setting Analysis for Electric Vehicle Charging

Setting fees for the public use of electric vehicle supply equipment (EVSE) provided by a local government is a relatively new exercise, with few examples available nationwide. Determining appropriate fees is currently complicated by issues including the lack of data regarding factors such as expected usage, growth and revenues. Given these and other factors, staff's recommendation should be viewed as a starting point. The approach described in this analysis may be modified over time as markets and regulatory frameworks evolve, EV penetration and likely revenues increase, and the increased availability of relevant data allows for more informed assessment and decision-making.

Staff's recommendation with respect to a fee-setting for EV charging consists of two primary elements: (1) determining the methodology for pricing the service; and (2) determining the specific fees to be charged.

1. Pricing Methodology

Broadly speaking, rate-setting methodologies for essential monopoly utility services such as electricity, natural gas and water are intended to result in cost-based rates that generate revenue from each class of customer in proportion to the cost to serve each class of customer. Establishing cost-based rates typically involves analyses and decisions regarding the utility's revenue requirement, its cost of service, and the rate design it proposes for recovering its revenue requirement.

The goal of cost-based rates and the use of traditional rate-setting methodologies for achieving that goal are not appropriate to use when setting fees for a service, such as EVSE, that is both optional and is available from alternate providers or sources. For services such as EVSE, cost recovery is an important consideration, but so are competitors' prices. Prices that are too high in comparison to those charged by other providers are likely to lead to reduced demand for the service absent some unique benefit. Given these considerations, staff selected a pricing methodology that emulates pricing available in a competitive market.

After determining it was appropriate to emulate competitive pricing, staff surveyed fees charged by various providers of EVSE to EV drivers. Fees charged by several of these providers in Fairfax County are summarized in Table 1, below. Though comparisons are complicated by varying characteristics, such as member status or monthly fees, Table 1 shows that staff's recommended fees are generally below the fees charged by competitive providers in the area. This table does not include fees charged by certain highly-visible charging networks like ChargePoint and SemaConnect because fees for stations in those networks are set by the stations' owner-operators, such as a retail or commercial establishment, not by the network provider. The table also does not include fees charged for use of Tesla EV charging stations, as those stations are usable only by drivers of Tesla vehicles.

Table 1, Examples of fees charged by commercial providers of Level 2 EV charging service

Provider	Charging	Dwell Time	Comments
Blink	<i>Non-member:</i> \$0.59/kWh <i>Member:</i> \$0.49/kWh	None noted on company website.	Fee shown reflects amount charged in Fairfax County as of June 2022. Fee varies depending on state and membership status.
Electrify America	<i>Non-member:</i> \$0.43/kWh <i>Member:</i> \$0.31/kWh + monthly \$4.00 fee	"Idle time" fee of \$0.40/minute applies after a 10-minute grace period.	Fee shown reflects amount charged in Fairfax County as of June 2022. Fee varies depending on state and membership status.
EVgo	<i>Non-member:</i> \$0.30/min + \$2.99 credit card fee <i>Member:</i> (1) \$0.27/min + \$4.99 prepaid monthly charging credit (expires monthly) or (2) \$0.24/min + monthly \$6.99 subscription fee	None noted on company website.	Fee shown reflects amount charged in Fairfax County as of June 2022. Fee depends on state, time of day and membership status.

Although EVgo charges on a per-minute basis, increasingly providers' rates for EV charging service are set on a per-kilowatt hour basis. Per-kilowatt hour billing is based on the amount of electricity delivered to the vehicle's battery, making it both simple and equitable. It is much like a gas station pricing gasoline by the number of gallons of gasoline pumped into a vehicle's gas tank. Pricing on a per-kWh basis is supported by the ChargePoint stations that the county is installing, which can measure and bill the electricity delivered to a vehicle during a charging session.

2. Determining an Appropriate Fee

The next step in staff's analysis was to determine an appropriate per-kWh price for the service provided. Staff sought to set the fee so that it would recover the primary elements of the service: transaction fees and the cost of electricity, both of which are variable costs. Network and maintenance are fixed parts of the cost of each port and not readily captured on a per kWh basis. At this time, staff does not recommend recovering the capital costs associated with the provision of EV charging service, as including those costs is likely to inflate the fee beyond those charged by alternate providers, thereby making the service unattractive to EV drivers visiting county facilities. Pricing that discourages use of the EVSE appears inconsistent with the board's objectives of encouraging EV use and providing EV charging service to the public.

It is difficult to project revenues and cost recovery at this very early stage of EVSE roll-out. However, staff's initial assessment is that transaction fees and electricity costs are likely to account for over half the proposed fee of \$0.30/kWh, while costs associated with network and maintenance costs are likely to account for the remainder. Setting the per-kilowatt hour fee higher could generate a replacement fund for the charging stations, which are expected to have a lifespan of approximately 10 years.

- *Transaction fees* recover the network provider's costs of billing and collecting revenue associated with EV charging and are a standard element of contracts with providers. In the county's case, transaction fees are governed by the five-year contract (with renewal options) awarded in November 2020 to National Car Charging LLC (NCC), whose team includes ChargePoint, Inc. (CPI). Under the contract, CPI charges a 10 percent transaction fee when it collects and processes revenue from EV users on the county's behalf.
- *Electricity costs* have been stable for several years, but in FY 2023 the average electricity cost for service provided by county accounts by Dominion Energy Virginia (Dominion) is expected to increase to approximately 11 ¢/kWh. A key factor for this increase is surging natural gas prices due to global demand and near-record levels of exports. Because nearly 40 percent of Dominion's generation portfolio currently relies on natural gas, coal and oil, rising natural gas prices (which also affect coal and oil prices) translate to higher electricity rates for customers. Another factor is the substantial costs that Dominion is expected to incur in complying with the directives of the Virginia Clean Economy Act (VCEA), including the requirement of 100 percent clean electricity by 2045. A third factor is rising commodities expenses due to supply chain constraints and mounting inflation. Given the expected volatility in electricity prices over the next several years, staff recommends that the embedded cost of electricity in the fee for EV charging be set at least 25 to 30 percent above the current average cost of electricity, or approximately \$0.13/kWh to \$0.14/kWh.

Network and maintenance costs are fixed costs that are governed by the county's contract with NCC, Contract No. 4400009695. In addition to standard warranties, the EV charging stations acquired and operated pursuant to this contract are covered by ChargePoint Assure, a 10-point full-service maintenance and support program designed for ChargePoint customers like Fairfax County. As described in the contract, elements of ChargePoint Assure include remote automated monitoring of the ChargePoint stations, coordinating all necessary repairs to the ChargePoint EVSE, and guaranteeing a 98 percent annual station uptime.

Based on its consideration of these elements, staff has concluded that a per-kWh fee of \$0.30 should be sufficient for the next several years to recover costs related to transaction fees and electricity, and may recover some portion of network services and maintenance costs as well. Staff will monitor and provide periodic updates to the board on EVSE usage and revenues.

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ACTION - 2

Authorization for the Fairfax County Redevelopment and Housing Authority to Provide Funding in the Amount of \$33,306,290 to Finance the Development of Somos at McLean Metro, McLean, Virginia (Providence District)

ISSUE:

Board authorization for the Fairfax County Redevelopment and Housing Authority (FCRHA) for funding in the amount of \$33,306,290 to finance the development of 453 units of affordable multifamily housing, known as Somos at McLean Metro (the Project), in the Providence District.

RECOMMENDATION:

The County Executive recommends that the Board authorize the FCRHA to use funds for the Project as follows:

1. \$12,606,290 for Development of the Project: Fund a \$12,606,290 subordinate loan to the developer, SCG Development Partners, LLC (SCG) from the Housing Blueprint.
2. \$20,700,000 for Acquisition of the Property: Fund \$1,670,000 from the Housing Blueprint and \$19,030,000 from the American Rescue Plan Act (ARPA) funds as equity investment by the FCRHA through fee simple ownership of the land. Pursuant to the Development Agreement between the FCRHA and SCG, SCG will assign the title of the property to the FCRHA at closing

TIMING:

Board action is requested on August 2, 2022. SCG requires approval of the FCRHA funding to meet the requirements of the Purchase and Sale Agreement (PSA) prior to the date of closing on acquisition of the land.

BACKGROUND:

In July 2022, the Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) for County and Federal Funds in the amount of \$51,996,795. SCG submitted an application requesting \$12,606,290 to support construction of the Project and \$20,700,000 to support acquisition of the land for the Project. The NOFA Selection Advisory Committee (SAC) recommended an award of \$12,606,290 in the form of a loan (Housing Blueprint Loan) to SCG to support the

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construction of the Project, as well as the \$20,700,000 in equity to support acquisition of the land. Board approval is requested for funding and sources of funding of the Project as indicated in the Fiscal Impact section below.

Project Description:

The Project is comprised of the demolition of the existing office building and construction of 453 affordable rental units in two buildings, one building of five stories in the rear over the existing structured parking with approximately 228 units and a second building of eight stories in the front with approximately 225 units. The Project will also include approximately 5,000 square feet for community use. The maximum rents shall be affordable to households with incomes at or below 70 percent of the Area Median Income (AMI) as published annually by the U.S. Department of Housing and Urban Development.

The Somos at McLean Metro development is in a prime location that has existing medical, educational, recreational, and commercial amenities within 3 miles. The development is also within walking distance to the McLean Metro station and several bus stops.

The Project is expected to be developed under a master condominium structure made up of three condominium units owned by three separate limited partnerships. This model allows the developer to leverage more LIHTC equity by including both 9 percent and 4 percent LIHTCs, and to reduce the risk that there will not be sufficient tax-exempt bond authority available for the 4% project. The condominium regime will be as follows:

1. Front 4% Building: 4 percent LIHTC portion with approximately 115 units for households with incomes at or below 60 percent of Area Median Income (AMI) and eight Project-Based Vouchers (PBVs).
2. Front 9% Building: 9 percent LIHTC portion with approximately 110 units for households with incomes at or below 40 percent, 50 percent and 70 percent of AMI and eight PBVs.
3. Rear 4% Building: 4 percent LIHTC portion with approximately 228 units for households with incomes at or below 60 percent of AMI and eight PBVs.

A more detailed summary is attached to this item as Attachment 1.

Ownership:

SCG entered into a Real Estate Purchase and Sale Agreement (PSA) with 1750 Old Meadow, LLC (Old Meadow) on August 6, 2020, for the purchase of approximately 4.0 acres at 1750 Old Meadow Road in McLean, VA, for a total cost of \$20,700,000, \$20,000,000 for property and \$700,000 in settlement costs. Pursuant to the

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Development Agreement between the FCRHA and SCG, SCG will assign the title of the property to the FCRHA at closing. FCRHA will then lease to SCG under one or more 99-year unsubordinated leases upon SCG securing necessary financing. The leases will require that all units will remain affordable for the entire 99-year term.

Applicant:

SCG is a privately-held real estate development firm headquartered in Fairfax County focused on creating quality affordable and workforce rental residences. The firm has a portfolio of over 62 properties across the country, ranging from high-rise new construction to adaptive reuse of historic buildings, to the acquisition and rehabilitation of existing apartment communities. Fairfax County projects developed by SCG include The Residences at Government Center, a 270-unit, EarthCraft Home-certified gold apartment complex and the One University project, a 120-unit senior and 120-unit multifamily project, currently under construction.

Financing Plan:

Please see Attachment 2 for Financing Plan.

Appraised Value:

An independent appraiser, Robert Paul Jones, LLP, has been hired to provide appraised values to show whether the property fully collateralizes the Housing Blueprint Loan. The Fairfax County Department of Tax Administration (DTA) will review the appraisal for approved values as well as the methodology used to obtain those values, to determine if the methodology used is appropriate and whether the values are reasonable.

Timeline:

The estimated timetable for the Project is as follows:

FCRHA Meeting	July 21, 2022
Board of Supervisors Meeting	August 2, 2022
Land Acquisition Closing	Nov 15, 2022
Additional Subordinate Funding Award	February 2023
LIHTC Application Submission	Spring 2023
LIHTC Award	Summer 2023
Secure LIHTC Syndication Commitments	Summer 2023
Secure Construction and Permanent Debt	Summer 2023
Bond application and approval process	Summer 2023 (Rear Building)/Winter 2024 (Front Building)
Financial Closing / Construction Start	December 2023 (Rear Building)/February 2024 (Front Building)

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Closing Conditions:

Requirements for FCRHA funding of the Project include, but are not limited to, completion of the following:

1. Final commitment of the first-lien mortgage loan, Housing Blueprint loan, other subordinate loans, and tax-exempt bond financing closing and disbursement of funds
2. Reservation of 9 percent and 4 percent LIHTC from Virginia Housing
3. Commitment and disbursement from tax credit investor
4. Tax-exempt bonds issued by the FCRHA and Virginia Housing
5. Final underwriting by HCD Staff
6. Satisfactory appraisal of the property that collateralizes the loan
7. Receipt and approval of all required third-party reports by HCD staff
8. Other factors as deemed necessary to protect the interest of the FCRHA and Fairfax County

FISCAL IMPACT:

A loan of \$12,606,290 to SCG for development of the project is recommended from the following funds:

1. \$1,783,935: Fund 30300 AHDI Fund, Project 2H38-180-000, Housing Blueprint, from the Fiscal Year 2022 budget.
2. \$4,584,742: Fund 30300 AHDI Fund, Project 2H38-180-000, Housing Blueprint, from the Fiscal Year 2023 budget.
3. \$5,000,000: Fund 30300 AHDI, SOMOS Project (reallocated at the FY 2022 Midyear Budget).
4. \$1,237,613: Fund 40300, Housing Trust Fund, Project HF-000081, Housing Proffer Contributions – Tysons.

Funding of \$20,700,000 for the acquisition of the property is recommended from the following funds:

1. \$1,670,000: Fund 30300 AHDI, Project 2H38-180-000, Housing Blueprint, from the Fiscal Year 2023 budget.
2. \$19,030,000: American Rescue Plan Act funds provided by the County to the FCRHA in Fund 30300 Affordable Housing Development and Investment Fund, Project 2H38-180-000, Housing Blueprint. It should be noted that this funding would utilize the remaining balance of ARPA funds allocated for affordable housing initiative.

The FCRHA will receive an ongoing annual Housing Blueprint Loan Monitoring Fee of \$5,000 from each of the three buildings, escalating at three percent annually for the life

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of the loan. This fee will be deposited into Fund 81000, FCRHA General Operating Fund.

ENCLOSED DOCUMENTS:

Attachment 1 – Project Summary
Attachment 2 – Financing Plan
Attachment 3 – Housing Blueprint Loan Term Sheet
Attachment 4 – Vicinity Map

STAFF:

Christopher A. Leonard, Deputy County Executive
Thomas Fleetwood, Director, Department of Housing and Community Development (HCD)
Teresa Lepe, Special Assistant to the Director, Real Estate, Finance and Development, HCD
Seema Ajrawat, Director of Finance, Financial Management, HCD
Debashish Chakravarty, Associate Director, Real Estate Finance, HCD

ASSIGNED COUNSEL:

Cynthia A. Bailey, Deputy County Attorney
Alan Weiss, Assistant County Attorney

PROJECT SUMMARY

Somos

GENERAL:

The development will include the following:

- Front 4% Building:
 - Construction by SCG of approximately 115 units for households with incomes at or below 40 percent of Area Median Income (AMI) and 60 percent of AMI.
- Front 9% Building:
 - Construction by SCG of approximately 110 units for households with incomes at or below 40 percent of Area Median Income (AMI), 50 percent of AMI, and 70 percent of AMI.
- Rear 4% Building:
 - Construction by SCG of approximately 228 units for households with incomes at or below 40 percent of AMI and 60 percent of AMI.
- Ground Lease:
 - SCG intends to enter into a long-term unsubordinated Ground Lease with the Fairfax County Redevelopment and Housing Authority (FCRHA).
- Parking Spaces:
 - 487 total parking spaces for both the front and rear buildings in an existing 3-story garage.
- Community Space:
 - Approximately 5,000 sq. ft. will be allocated for community space.

POTENTIAL BENEFITS:

- 453 units of affordable multifamily housing in the highly cost-burdened McLean neighborhood of Fairfax County.
- Units affordable to households ranging from 40 percent of AMI for (very low-income residents) to 70 percent of AMI.
- Potential for 24 Project-Based Vouchers to be awarded to the Project.
- Within walking distance of McLean Metro Station and multiple bus stops.
- Access to job opportunities at the Capital One campus, McLean, Tysons and greater DC area through a multi-modal transportation system.
- Entire project will remain affordable for extended period through ground lease with FCRHA.
- Onsite trails connecting the property to community trail systems with a focus on preservation of existing trees.
- Access to nearby Scotts Run Stream Valley Park.

UNIVERSAL DESIGN AND ACCESSIBILITY:

- Inclusion of Universal Design elements in units meeting Section 504 requirements and in common areas.
- 23 Americans with Disabilities Act compliant units.
- EarthCraft Certification.

SUPPORT SERVICES:

- Assistance with housing vouchers, income reporting, etc.
- Usage of commercial space for mission-driven users.
- Possible daycare or early childhood learning center in commercial space.

PROJECT AMENITIES:

- Washer and Dryer in every unit.
- Refrigerator, dishwasher, stove, garbage disposal.
- Pre-wired for TV, phone, internet services, programmable thermostats
- Business center with conference room/study areas.
- Fitness center, cyber lounge, bicycle storage, outdoor courtyard with grilling and seating.
- A series of lush garden courtyards that showcase varied planting concepts

PROPOSED RENTS AND AFFORDABILITY RESTRICTIONS:

The project contains two rent rate structures: LIHTC rents set by Virginia Housing and Project-Based Voucher (PBV) rents established by the FCRHA, using a HUD regulatory structure dictating the gross rent that a landlord can receive on a PBV unit. The gross rents shown in the charts below are higher for the PBV units than the non-PBV units because the rent is calculated under those federal regulations. When the voucher is applied to each unit, the tenant's portion of the gross rent will not exceed the maximum LIHTC rents.

Front 4% Building

	# of Units	Gross Rent	Utility Allowance¹	Net Rent
60% AMI Units				
Studio	8	\$1,494	\$85	\$1,409
One Bedroom	9	\$1,601	\$100	\$1,501
Two Bedroom	90	\$1,921	\$125	\$1,796
<i>Total/Average</i>	<i>107</i>	<i>\$1,862</i>		<i>\$1,742</i>
PBV Units²				
Two Bedroom	8	\$1,964	\$176	\$1,788
TOTAL UNITS	115			

1) Utility allowance includes water/sewer, gas, and electricity.

2) SCG will apply for 8 Project-Based Vouchers. The rents displayed in the table represent the subsidized rents received by the owner based on the Fair Market Rent calculation. All tenants within the PBV units will pay 32-35% percent of their monthly income

Front 9% Building

	# of Units	Gross Rent	Utility Allowance ¹	Net Rent
70% AMI Units				
Studio	3	\$1,743	\$85	\$1,658
One Bedroom	4	\$1,868	\$100	\$1,768
Two Bedroom	31	\$2,241	\$125	\$2,116
Three Bedroom	11	\$2,590	\$150	\$2,440
50% AMI Units				
Studio	4	\$1,245	\$85	\$1,160
One Bedroom	4	\$1,334	\$100	\$1,234
Two Bedroom	19	\$1,601	\$125	\$1,476
40% AMI Units				
Two Bedroom	18	\$1,281	\$125	\$1,156
Three Bedroom	8	\$1,480	\$150	\$1,330
<i>Total/Average</i>	102	\$1,826		\$1,701
PBV Units²				
Two Bedroom	4	\$1,964	\$176	\$1,788
Three Bedroom	4	\$2,486	\$225	\$2,261
<i>Total/Average</i>	8	\$2,225		\$2,024
TOTAL UNITS	110			

- 1) Utility allowance includes water/sewer, gas, and electricity.
- 2) SCG will apply for 8 Project-Based Vouchers. The rents displayed in the table represent the subsidized rents received by the owner based on the Fair Market Rent calculation. All tenants within the PBV units will pay 32-35% percent of their monthly income.

Rear 4% Building

	# of Units	Gross Rent	Utility Allowance ¹	Net Rent
60% AMI Units				
Studio	58	\$1,494	\$85	\$1,409
One Bedroom	121	\$1,601	\$100	\$1,501
Two Bedroom	41	\$1,921	\$125	\$1,796
<i>Total/Average</i>	220	1,632		\$1,532
PBV Units²				
Two Bedroom	8	\$1,964	\$176	\$1,788
TOTAL UNITS:	228			

- 1) Utility allowance includes water/sewer, gas, and electricity.
- 2) SCG will apply for 8 Project-Based Vouchers. The rents displayed in the table represent the subsidized rents received by the owner based on the Fair Market Rent calculation. All tenants within the PBV units will pay 32-35% percent of their monthly income.

SOURCES AND USES Somos at McLean Metro

Financing Plan:

SCG is proposing to finance the development using Low-Income Housing Tax Credits (LIHTC) for three separate buildings, the Front 4% building, the Front 9% building and the Rear 4% building, all of which will be financed with first-lien loans, FCRHA sources for land acquisition, other subordinate must-pay and soft debt loans, accrued interest during construction, LIHTC equity, Deferred Developer Fee, and a Housing Blueprint loan. The Front 4% building will be financed with FCRHA tax-exempt bonds while the Rear 4% building will be financed with tax exempt bonds from Virginia Housing. The aggregate amount of the FCRHA Loans will not exceed \$12,606,290, however, the financing structure and breakdown among the three transactions may be revised before closing subject to market conditions to reach an optimal financing structure. HCD staff will bring forward an Item discussing the bond financing structure for the Front 4% building for approval and authorization to hold the TEFRA hearing at a later date.

Front 4% Building

Permanent Sources	Sources
First-Lien Mortgage	\$14,717,475
Second-Lien Subordinate Loan – (Hard Debt)	\$6,325,000
Third-Lien Subordinate Housing Blueprint Loan (Soft Debt)	\$3,435,279
Fourth-Lien Subordinate Loan - Non-FCRHA (Soft Debt)	\$6,325,000
FCRHA Acquisition Funding	
4% LIHTC Equity	\$15,665,000
Deferred Developer Fee	\$750,000
Return of GFD/Standby Fee	\$294,350
Interest Accrual During Construction	\$660,000
Total Permanent	\$48,172,104
Summarized Uses	Uses
Land Acquisition Costs	\$0
Construction Costs	\$31,162,327
Hard Cost Contingency	\$3,116,233
Architecture and Engineering	\$1,126,292
Soft Costs	\$3,632,332
Financing/Interest	\$4,746,208
Reserves	\$1,388,712
Development Fee	\$3,000,000
Total Uses	\$48,172,104

Front 9% Building

Permanent Sources	Sources
First-Lien Mortgage	\$13,462,858
Second-Lien Subordinate Loan – (Hard Debt)	\$6,050,000
Third-Lien Subordinate Housing Blueprint Loan (Soft Debt)	\$1,264,222
Fourth-Lien Subordinate Loan - Non-FCRHA (Soft Debt)	\$6,050,000
FCRHA Acquisition Funding	\$0
9% LIHTC Equity	\$22,496,000
Deferred Developer Fee	\$750,000
Return of GFD/Standby Fee	269,257
Interest Accrual During Construction	\$625,000
Total Permanent	\$50,967,337
Summarized Uses	Uses
Land Acquisition Costs	\$0
Construction Costs	\$32,750,934
Hard Cost Contingency	\$3,392,358
Commercial Construction Costs	\$1,172,645
Architecture and Engineering	\$1,183,708
Soft Costs	\$3,789,668
Financing/Interest	\$3,883,526
Reserves	\$1,294,498
Development Fee	\$3,500,000
Total Uses	\$50,967,337

Rear 4% Building

Permanent Sources	Sources
First-Lien Mortgage	\$20,998,753
Second-Lien Mortgage– (Hard Debt)	\$12,540,000
Third-Lien Subordinate Housing Blueprint Loan (Soft Debt)	\$7,906,789
Fourth-Lien Subordinate Loan - Non-FCRHA (Soft Debt)	\$12,540,000
4% LIHTC Equity	\$28,200,000
Deferred Developer Fee	\$1,000,000
Interest Accrual During Construction	\$1,220,000
Return of GFD/Standby Fee	\$318,102
FCRHA Acquisition Funding	\$20,700,000
Total Permanent	\$105,423,644
Summarized Uses	Uses
Land Acquisition Costs	\$20,700,000

Construction Costs	\$57,845,370
Hard Cost Contingency	\$5,784,537
Architecture and Engineering	\$1,990,000
Soft Costs	\$6,834,102
Financing/Interest	\$6,819,267
Reserves	\$1,950,368
Development Fee	\$3,500,000
Total Uses	\$105,423,644

Terms of Housing Blueprint Loans:

The Housing Blueprint Loans will be closed simultaneously with all other permanent funding sources for both transactions. The term will be the greater of 30 years or the term of the first-lien mortgage. It is intended to be an interest-only loan, payable from 50% of borrower's net cash flow, with all unpaid interest deferred until maturity. 50% of the Housing Blueprint Loan proceeds will be disbursed when construction of the Project reaches 50% completion, with the remaining balance disbursed upon 100% construction completion. Interest will start accruing at the time the first mortgage begins to amortize. These intended terms may be adjusted in negotiations with the non-FCRHA subordinate lender.

Housing Blueprint Loan Term Sheet:

Borrower: Somos at Tysons LLC

Address: 1750 Old Meadow Road, McLean, Virginia 22102

Amount: Three loans totaling \$12,606,290, subject to terms and conditions

Interest Rate: 2% simple interest per annum

Amortization: N/A - will be deferred for repayment as provided below

Term: Greater of (i) 30 years or (ii) term of senior lien loan(s)

Security: Third-Lien Deed of Trust on the property, or such other lower priority as the FCRHA may accept in its sole discretion with assurance that the value of the property exceeds the aggregate debt of the higher priority loans and the Housing Blueprint Loan (Blueprint Loan)

Conditions:

- 1) Housing Blueprint loans are for the specific purpose of providing loans associated with the Borrower's properties consisting of 453 multifamily rental units located in Fairfax County (Tax Map Number: 0294-06-0100A).
- 2) Housing Blueprint loans will close after the permanent mortgage lender(s).
- 3) There will be no further senior or subordinate debt permitted to be placed on the property, other than the loans represented in the application for this loan, without the prior written approval of the FCRHA.
- 4) Borrower will pay an annual monitoring fee of \$5,000 per Housing Blueprint Loan escalating at 3% annually, for monitoring the property, after payment of the must-pay debt service and before payment of the deferred developer's fee.
- 5) Borrower will execute a Purchase Option and Right of First Refusal Agreement for each property financed with a Housing Blueprint Loan, subject only to the developer's and investors' option rights under its limited partnership agreement, as must be approved by the FCRHA. If the developer or investors exercise their right to purchase the property, the purchaser will be required to maintain the minimum affordability requirements pursuant to a land use restriction agreement (LURA) in favor of the FCRHA, for the Somos property.
- 6) In case of any material default under the senior lien Deed(s) of Trust, terms acceptable to the FCRHA will be required to protect the Housing Blueprint loan value including, without limitation, the right to cure defaults, to acquire the senior debt, and to acquire ownership of the property.

- 7) Borrower will maintain the property as affordable housing for households where initial household income for 100% of the units does not exceed 70% of the area median income (AMI). Affordability restrictions will be established in the deed of trust for the Housing Blueprint loans and by a recorded LURA which will run with the land for the greater of (i) 30 years or (ii) the term of the Blueprint Loans.
- 8) The following additional conditions are required for loan closing and release of funds:

- Loan Terms.**
- (1) The sum of the Blueprint Loans will not exceed \$12,606,290.
 - (2) Each of the loans will have an interest rate of 2% per annum.
 - (3) The entire indebtedness will become due and payable upon transfer of the property without the prior approval of the FCRHA, refinancing, default, or failure to comply with the Housing Blueprint or other loan document requirements.
 - (4) The loans from the FCRHA will be cash-flow loans, which means that when there is net cash flow, it will be applied to the accrued interest and then to the principal after payment of the deferred developer's fee and other soft debt. Interest will start accruing at the time the first mortgage begins to amortize. Any unpaid interest will be deferred until maturity.
 - (5) At the end of the 30-year term, or such other term as is co-terminous with the senior lien loan(s), the outstanding principal balance along with any accrued but unpaid interest will become due and payable.
 - (6) The annual loan payments shall be payable only from cash flow remaining after payment of the deferred developer's fee and other soft loans.
 - (7) During the 30-year term, or such other term as is co-terminous with the senior lien loan(s), refinancing may occur at the discretion of the FCRHA, but must be in compliance with applicable FCRHA refinancing policies.
 - (8) If any of the Blueprint Loans are paid off before maturity of the loan, the developer will be required to maintain the affordability period according to Housing Blueprint goals, pursuant to the LURA for the greater of (i) 30 years or (ii) term of the senior lien loan(s).
- a. **Loan Disbursement.** 50% of each loan will be disbursed at 50% construction completion of the relevant building and the remaining 50% will be disbursed at 100% construction completion of the relevant building, for Somos at Tysons LLC. Items needed for 50% disbursement include the following:
- i. Architect's 50% completion certificate certifying that at least 50% of the original construction contract sum, adjusted in accordance with approved change orders, has been paid to the contractor along with title bring down and appropriate lien waivers
 - ii. Interim Affidavit and Agreement for contractor
 - iii. Payment and Performance Bond provided ("with FCRHA as named insured") and/or satisfactory Letter of Credit provided. Letter of

Credit, which guarantees funding, will only be used toward final completion of the project as defined by Architect's Completion Certificate, final lien release, and Occupancy Certificate (if applicable).

- iv. Construction Progress Schedule (HUD 5372 form or equivalent) showing 50% completion as measured by payment to the contractor of at least 50% of the original contract price, plus amendments and change orders
- v. No outstanding or pending defaults on the project
- vi. Mutually acceptable Inter Creditor Agreement (ICA), if applicable
- vii. Compliance with all lenders (construction and disbursement requirements)
- viii. Update of borrower's opinion letter

Documents needed to confirm construction completion before the balance can be disbursed at 100% completion include the following: The Architect's Completion Certificate, final lien release, and Occupancy Certificate (if applicable).

- b. **Lien Position.** The Housing Blueprint Loans will be secured by a deed of trust subordinate only to the FCRHA approved senior lien(s).
- c. **Title.** Borrower will provide (1) satisfactory title and judgment search of property and (2) satisfactory lender's title insurance commitment(s) for the benefit of the FCRHA including, among other things, affirmative mechanics lien coverage, as prepared by a title company selected by the FCRHA.
- d. **Loan Documentation.** The senior lien loan(s) and all Housing Blueprint loan terms and any lease agreement terms, conditions, and documentation must be acceptable to the FCRHA, including its counsel.
- e. **Conditions to Disburse Funds.** The Housing Blueprint loan closing will be subject to final written approval by an Assistant Secretary of the FCRHA.
- f. **Other Conditions to Close.** Initial closing will not take place until the following have been accomplished in form and substance acceptable to HCD on behalf of the FCRHA:
 - i. Appraisal (updated no more than 6 months prior to closing)
 - ii. Environmental reviews
 - iii. Market Study
 - iv. Closing on first lien lender(s)
 - v. Borrower's opinion letter
 - vi. Final underwriting by HCD staff
 - vii. Other factors as reasonably deemed necessary to protect the interest of the FCRHA and Fairfax County
- g. **Note.** Any savings in the budget, at the discretion of the FCRHA, will be used to reduce the Housing Blueprint loan.

Vicinity Map



ACTION - 3

Authorization to Establish the THRIVE Small Business Recovery Technical Assistance Grant Program

ISSUE:

Board of Supervisors' authorization to create a grant program to assist small businesses that have been negatively impacted by the COVID-19 pandemic to support those businesses to recover, stabilize, and prosper. This new program will be funded with the remaining balance from the PIVOT grant program which was allocated through American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (Fiscal Recovery Funds) under the authority to support small businesses. Approval is also requested for the County Executive to administer the grant program.

RECOMMENDATION:

The County Executive recommends the Board of Supervisors (Board): establish the THRIVE Small Business Recovery Technical Assistance Grant Program (the THRIVE Program) that responds to the negative economic impacts of the COVID-19 public health emergency on small businesses; approve the reallocation of PIVOT Fairfax County Recovery Grant Program (the PIVOT Program) grant funds totaling \$7 million from the ARPA Fiscal Recovery Funds and authorize the County Executive to administer the THRIVE Program to meet program objectives.

TIMING:

Board action is requested on August 2, 2022, in order to launch the program in the Fall.

BACKGROUND:

The Board was briefed on March 16, 2021, about a proposed new program that would advance the continuum of economic recovery programs addressing the needs of small businesses negatively impacted by the pandemic. The proposed program, THRIVE Small Business Program (the THRIVE Program) builds on previous County programs directly supporting small businesses experiencing negative economic impacts during the pandemic. Previous County programs include the PIVOT Program in 2021 and the Relief Initiative to Support Employers (RISE) in 2020, which collectively provided \$69.4 million in direct assistance to 5,825 small businesses and eligible non-profits. Like the THRIVE Program, both RISE and PIVOT were funded with allocations of the County's federal stimulus funds.

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On June 8, 2021, the Board approved the \$25 million PIVOT Business Recovery Grant Program (PIVOT) to assist small businesses and certain nonprofits experiencing negative economic impacts due to the COVID-19 pandemic. A total of 1,016 applicants completed the PIVOT review process and funds were distributed totaling \$17,192,871 (including \$16,836,300 in grant awards and \$356,571 in administrative costs). Thus, approximately \$7.8 million remains from the original \$25 million of Fiscal Recovery Funds allocated to the program. The THRIVE Program proposes to utilize \$7 million from the balance of the PIVOT program's Fiscal Recovery Funds to provide continued recovery assistance to small businesses in Fairfax County.

The proposed THRIVE program is based on analysis and recommendations provided in the 2021 Fairfax County Economic Recovery Framework, the Countywide Strategic Plan, as well as more recent data and U.S. Treasury guidelines. The Economic Recovery Framework established that the majority of businesses in Fairfax County have less than 50 employees, many of which are in industries that were hard hit by the negative economic impacts of the COVID-19 pandemic. The Economic Recovery Framework included a recommendation to "Launch targeted small business recovery and resilience programs focused on delivering technical support to small businesses." In addition, strategy EO 8 of the Countywide Strategic Plan Economic Opportunity section recommends advancing the skills of new business owners by providing a more coordinated and impactful network of business support services and expertise.

The County may use its Fiscal Recovery Funds to respond to the "negative economic impacts" of the COVID-19 pandemic including assistance to small businesses. The U.S. Department of the Treasury is charged with oversight of the Fiscal Recovery Funds. In guidance accompanying its Final Rule, Treasury confirms that permitted uses of Fiscal Recovery Funds include, "Technical assistance, counseling, or other services to assist with business planning needs." 87 Fed. Reg. 4378 (Jan. 27, 2022). Treasury defines a small business as one that, "has no more than 500 employees" (or the applicable size standard established by the Small Business Administration) and is a "small business concern" as defined by the Small Business Act. 87 Fed. Reg. 4447 (Jan. 27, 2022).

The guidance to the Treasury Final Rule stated that "The pandemic has severely impacted many businesses, with small businesses hit especially hard... The negative outlook for small businesses has continued: as of November 2021, approximately 66 percent of small businesses reported that the pandemic has had a moderate or large negative effect on their business, and over a third expect that it will take over 6 months for their business to return to their normal level of operations." 87 Fed. Reg. 4376 (Jan. 27, 2022).

Small businesses in Fairfax County and across the nation continue to experience negative economic impacts and challenges due to the COVID-19 public health

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emergency. According to Opportunity Insights, a joint research effort by Harvard University, Brown University, and the Bill and Melinda Gates Foundation, as of January 2022 small businesses in Fairfax County have suffered a 43.8% decrease in revenue compared to January 2020. The Federal Reserve Banks' Small Business Credit Survey, issued in May 2022, indicates a persistent impact from the pandemic on employer firms, with 77% reporting negative effects. This same report identified that minority-owned businesses and those businesses with fewer than 50 employees were the most likely to report being in fair or poor financial condition in Spring 2022.

Small businesses in Fairfax County and nationally report that the most urgent challenge in 2022 is attracting and retaining employees. The inability to hire or keep workers directly constrains small businesses in particular, to generate revenue and continue to weather the financial crisis. Nationally, 76% of employer firms reported decreased employment or paused hiring compared to the pre-pandemic period, according to the 2022 Federal Reserve Banks' Small Business Credit Survey.

In Fairfax County, private sector employment declined by approximately 15,000 jobs (or 3 percent) between 2019 and 2021 according to the U.S. Bureau of Labor Statistics. As highlighted in a presentation to the Board on February 1, 2022, the U.S. Census Bureau's Small Business Pulse Survey and a December 2022 small business survey conducted by the Department of Economic Initiatives reiterates that finding and retaining workers as the top concern of small businesses in the region and the County. These recent surveys indicate that obtaining financial assistance planning or additional capital, increasing digital marketing or branding, and developing online sales and websites as additional priority technical assistance needs to cope with economic shifts caused by the pandemic.

In line with these requirements and the Board's support, the purpose of the THRIVE program is to help address and mitigate the negative economic impacts experienced by small businesses from the COVID-19 public health emergency through building their capacity to meet individual business goals and assist with business planning needs. The THRIVE program will provide eligible entities with business counseling and the most needed technical assistance service(s) to help small businesses address economic and consumer shifts brought on by the pandemic and support future business planning to increase their resiliency, weather the financial hardship, mitigate financial insecurity, and improve operations. The THRIVE program will target small businesses in Fairfax County with fewer than 50 employees per location that have been negatively impacted by the pandemic.

Desired outcomes of the THRIVE Program include:

1. Help small businesses experiencing negative economic impacts from the pandemic remain in business, retain employees and address individual business goals.
2. Using targeted outreach, help ensure that diverse small business owners including by gender, geography, race, ethnicity, disability and/or veteran status are aware of the program and have the opportunity to apply.
3. Assist small businesses experiencing negative economic impacts from the pandemic by mitigating financial hardship, addressing operational challenges and innovating and responding to the pandemic.

Full details for the proposed THRIVE Program structure and award guidelines are identified in the Proposed Thrive Program Parameters (Attachment 1).

According to Treasury's guidance for the Final Rule, "While businesses everywhere faced significant challenges during the pandemic, minority-owned and very small businesses have faced additional obstacles." 87 Fed. Reg. 4376. Nationally and locally, minority-owned businesses were also overrepresented in industries hit hardest by the economic downturn. The Economic Recovery Framework found that in 2020, the majority of job losses took place in industries with a higher-than-average representation of people of color.

A principal component of the THRIVE program will be targeted outreach to and inclusive engagement with minority and diverse business owners. The THRIVE program will issue solicitations for partners to engage directly with diverse communities and support them in accessing the THRIVE program.

EQUITY IMPACT STATEMENT:

The Thrive Small Business Resiliency Program aligns with One Fairfax's goal of developing "community and economic development policies and programs that promote wealth creation and ensure fair access for all people" and furthers Fairfax County's strategic efforts to "promote economic vibrancy in all parts of the county."

Minority-owned businesses in Fairfax County will benefit from the program's assurance to provide fair and equitable opportunities to access business consultant services and technical assistance. The program will improve eligible and participating minority businesses' capacity to support their employees and accelerate their recovery. Through the proposed outreach program and technical assistance services, the THRIVE program will address structural challenges that have made it difficult for minority-owned

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businesses to operate and expand their businesses. The program model will increase awareness of public small business support programs, subsidize the costs of the consultant services, encourage peer support networks, and seek to provide assistance in various languages.

FISCAL IMPACT:

Funding for the Grant Program is recommended from the Federal ARPA funding that has been provided to the County.

It is anticipated that an appropriation of \$7,000,000 will be used from Coronavirus State and Local Fiscal Recovery Funds provided through the Federal ARPA to fund the THRIVE Program. Funds to administer the THRIVE Program would come from ARPA. Program administration costs will be limited to no more than 5% of the total authorized THRIVE Program funding amount.

No later than forty-five (45) days after the establishment of the THRIVE Program, staff will update the Board on the program. The Board may increase this fund at any time in the future.

ENCLOSED DOCUMENTS:

Attachment 1 – Proposed THRIVE Program Parameters

STAFF:

Rachel Flynn, Deputy County Executive
Christina Jackson, Chief Financial Officer
Rebecca Moudry, Director, Department of Economic Initiatives

ASSIGNED COUNSEL:

Patricia McCay, Senior Assistant County Attorney

Board Item Attachment 1: Proposed THRIVE Program Parameters

Eligibility Requirements and Use of Funds

Grant funds are for qualifying small businesses, as defined in Treasury's Final Rule (87 Fed. Reg. 4376 (Jan. 27, 2022)), to gain access to technical assistance from subject matter experts. Technical assistance topics will include: (1) addressing financial hardship and (2) addressing operational difficulties.

Minimum eligibility criteria for awards across all identified sectors include:

- Businesses must be established and have one or more location(s), including the principal place of business, in Fairfax County. Fairfax County includes the Towns of Herndon, Vienna, and Clifton.
- Businesses must have 49 or fewer employees.
- Businesses must be established and revenue-generating prior to December 31, 2021.
- Businesses must have a current-at-time-of-application Business, Professional and Occupational Licenses (BPOL).
- Sole proprietors, LLCs, C Corporations, S Corporations, and Partnerships are all eligible types of business.

Additional Requirements

COVID Negative Economic Impact: Small businesses with 49 or fewer employees that meet minimum eligibility criteria must also be able to demonstrate one or more areas of negative economic impact:

- 5% decrease in gross revenue during the pandemic period. Verification of revenue decline may compare at a minimum any consecutive 6-month period utilizing 2019, 2020, 2021 or 2022 annual tax returns (or equivalent).
- OR
- 10% decrease in employees during the pandemic period. Verification of employee declines may compare at a minimum any consecutive 6-month period utilizing 2019, 2020, 2021 or 2022 payroll (or equivalent).

Ineligible for Award

The following businesses and organizations are ineligible for award:

- Businesses legally structured as a Sole Proprietorship, that are unable to demonstrate 51% or more income from eligible business type.
- Businesses that have 50 employees or more at the time of application per individual location.

To direct the County's limited resources and financial assistance to small businesses in ways that will best accomplish the purpose of the ARPA Fiscal Recovery Funds and the THRIVE Program, the County reserves the right to prioritize that financial assistance. As a result, a business or organization may also be deemed ineligible for an award if it is an ineligible business identified in 13 C.F.R. § 120.110.

Required Documentation (examples)

Required documentation may include, but is not limited to:

- Federal tax returns
- Payroll information
- Valid BPOL
- Valid current licenses and permits (when applicable) will be submitted to confirm good standing.

Grant Process & Awards

Time Period: Applications will be accepted on a rolling basis estimated to be from fall 2022 through fall 2024 (or until funds are depleted). Exact dates for application opening to be determined.

Number of Awards: Eligible businesses may be considered for additional awards if there are sufficient remaining funds and no additional businesses have applied and there is no wait list for awards.

Oversubscription: In the case that more businesses apply and are deemed eligible than available funding, all eligible businesses will be entered into a random lottery.

Grant Process: Applicants will apply via a customized grant portal.

Phase 1: Grant application via an electronic portal and eligibility determination – eligible businesses proceed to Phase 2.

Phase 2: Business Assessment and Initial Coaching Session – eligible businesses complete a customized business assessment and then move to one of two steps:

- a. One-on-one sessions between eligible businesses and business coaches
- b. Business sector cohort training and coaching

Participating businesses and business coaches will mutually agree on technical assistance priorities and eligible businesses will proceed to Phase 3.

Phase 3: Technical Assistance Contracts/Agreements and service delivery

Phase 4: Tracking and data acquisition and analysis

Technical Assistance

Technical assistance topics and areas of focus include the following (may be updated):

Financial, may include digital marketing and e-commerce; building and executing a brand; customer acquisition and customer retention; financial literacy and planning; and cash-flow management.

Operational, may include employee hiring and retention; supply-chain management; and operational efficiencies.

Grant Awards

Technical assistance grants of up to \$10,000 per applicant business to be used with as many providers of technical assistance as required based on business needs. Determinations about topics and potential providers will be made in cooperation with a business coach and respective applicant. Applicant businesses will be required to execute individual performance agreements detailing their proposed work plans including topics of technical assistance and providers.

A series of RFPs, utilizing the requirements associated with federal procurement guidelines, will be issued to identify the various organizations to assist with marketing and outreach, business coaching and the various providers of technical assistance. Additionally, any and all data and reporting requirements associated with the RFP processes will be the responsibility of the program's grant administrator.

Evaluation and Reporting

All applicants will agree to an evaluation focused on the effectiveness of appropriate services provided. Initial baselines and corresponding 6-month surveys post-award will be utilized to measure effectiveness and impact.

ACTION – 4

Authorization for the Fairfax County Redevelopment and Housing Authority (FCRHA) to Issue a Housing Blueprint Loan to a Joint Venture of AHC Inc. and Insight Property Group in the Amount of \$15,000,000 to Finance the Acquisition of Colvin Woods Apartments in Reston, Virginia (Hunter Mill District)

ISSUE:

Board authorization for the FCRHA to issue a Housing Blueprint loan in the amount of \$15,000,000, to a joint venture of AHC Inc. and Insight Property Group (collectively, the Purchaser), to be used for the acquisition of Colvin Woods Apartments (the Project), located at 11012 Becontree Lake Drive in Reston, Virginia, in the Hunter Mill District.

RECOMMENDATION:

The County Executive recommends that the Board authorize the FCRHA to make the proposed loan in the amount of \$15,000,000 to the Colvin Woods project.

TIMING:

Board action is requested on August 2, 2022. The Purchaser has entered into a Letter of Intent dated June 14, 2022 (LOI) for the purchase of Colvin Woods Apartments. The Purchaser will enter into a purchase and sale agreement (the PSA) pursuant to the terms of the LOI. The FCRHA will enter into a Memorandum of Understanding (Attachment 3) with the Purchaser with respect to the Purchaser's acquisition and financing of the Project. The Purchaser will have 30 days after entering into the PSA to secure financing for the acquisition. The Purchaser will have a study period ending on July 22, 2022, with closing to occur no later than August 22, 2022.

BACKGROUND:

In July 2021, the Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) for County and Federal Funds in the amount of \$38,745,220. The Purchaser applied for \$15,000,000 for the Project and the Selection Advisory Committee (SAC) recommended the award.

Applicant:

AHC Inc., a 501(c)(3) not-for-profit and Community-Based Housing Development Organization based in Arlington, VA, is a regional expert in affordable housing with 45 years of experience in preserving, creating, and redeveloping residential communities

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for low- and moderate-income individuals and families. AHC has developed more than 7,500 homes across 50 properties, including three affordable multifamily communities in Fairfax County totaling 578 units. It uses a wide variety of financing sources and creative approaches including conventional, social equity, and REIT financing for mixed-income, market-affordable, and market-rate multifamily developments. AHC is a vertically integrated organization, with in-house multifamily development, finance, resident services, construction management and asset management expertise.

Insight Property Group is a for-profit real estate development company based in Arlington, Virginia. Insight is a DMV-focused company that specializes in residential and mixed-use developments. Established in 2009, the firm has acquired a total of 29 properties and developed 4,256 residential units and 181,500 square feet of commercial space.

Project Description:

The Colvin Woods 259-unit market affordable apartment complex was built in 1979 and includes a clubhouse, leasing office, and pool. Renovations were performed for 158 units in 2010. Additionally, six units have been renovated in the past few years and 95 units remain in their initial condition.

The total acquisition cost for the property is \$78,203,600. The property is comprised of two parcels for a total of 47.4 acres: Parcel 0181-01-0008A with 25.5 acres and Parcel 0181-01-0009A with 21.9 acres. The Blueprint loan will be secured by the developed Parcel 9A. Fairfax County Blueprint funds will make up 19 percent (\$15 million) of acquisition financing. The remaining balance is funded through a committed \$50M acquisition loan and \$13.2M in sponsor equity.

The acquisition will support the preservation of 259 units as affordable to households earning between up to 60 percent area median income (AMI) and 80 percent AMI. The Purchaser intends to use a phased approach over five years to achieve this initial affordability goal, as described more fully in the Memorandum of Understanding. The Purchaser is planning to refinance the Project in year 11 through an allocation of 4 percent Low Income Housing Tax Credits (LIHTC) to create deeper affordability for the complex and make comprehensive renovations. All units will then meet the LIHTC requirement of up to 60 percent of AMI. The Purchaser will have the option of income averaging subject to FCRHA and Board approval, as necessary.

Anticipated Benefits:

- Provides for the preservation of 259 Units that are currently affordable (but do not have subsidy or affordability restrictions) and adding affordability restrictions on those units.

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- Provides a phased approach to address initial repairs and full renovation after year 10 of acquisition.
- Provides for long-term affordability for at least 41 years, based on Housing Blueprint loan and LIHTC program requirements.

Appraised Value:

HCD engaged an independent appraiser from Robert Paul Jones, who has provided an appraisal confirming the valuation fully collateralizes the FCRHA Housing Blueprint Loan. The appraisal has been provided to the Department of Tax Administration to review for approved values as well as the methodology used to determine those values.

Financing:

The current estimated sources and uses for the acquisition are as follows:

	Total	Per Unit
SOURCES		
Equity	\$13,203,600	\$50,979
Acquisition Loan	\$50,000,000	\$193,050
Blueprint Financing	\$15,000,000	\$59,915
Total Sources	\$78,203,600	\$301,944
USES		
Purchase Price	\$73,000,000	\$281,853
Due Diligence	\$200,000	\$772
Phase 1 Improvements	\$1,724,468	\$6,658
In Unit Renovations	\$1,503,233	\$5,804
Closing Costs -Transaction Fees	\$500,000	\$1,931
Closing Costs - Rate Cap	\$710,000	\$2,741
Recordation Fees	\$240,900	\$930
Loan Fee	\$325,000	\$1,255
Total Uses	\$78,203,600	\$301,944

The first mortgage for the acquisition of the Project will come from Capital One. The loan allows for a 30-year term at an interest rate of 5.0 percent and repayment is interest-only for the first three years. Annual debt service is projected to be \$3,220,929.

Housing Blueprint Loan Terms:

The Housing Blueprint loan, which will be subordinate to a senior loan, is projected to

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close in August 2022. The term will be for 30 years or such other term that is co-terminus with the permanent senior loan. It will be an interest-only loan, payable from the Project's net cash flow, with all unpaid interest deferred until maturity. The Housing Blueprint Loan proceeds will be disbursed after the loan closing takes place. Interest will start accruing at the time the first mortgage begins to amortize.

Closing:

The loan closing will occur following approval by the FCRHA and Board. The requirements for the closing include, but are not limited to, the following items:

1. Primary loan commitment financing (Capital One) and disbursement of funds.
2. Final underwriting by HCD Staff.
3. Other factors as deemed necessary to protect the interest of the FCRHA and Fairfax County.
4. Satisfactory appraisal of the property that fully collateralizes the Blueprint loan.
5. Receipt and approval of all third-party reports by HCD staff.

Risks and Concerns:

1. The Purchaser is targeting an affordability mix consisting of both 60 percent and 80 percent AMI units. However, current rents at the property are below the threshold for 80 percent AMI rents for both one- and two-bedroom apartments. As such, raising rents on existing units to 80 percent AMI allowable limits could adversely affect existing tenants.
2. Interest rate risk: If the interest rate on the first mortgage increases above the current estimated rate of five percent, the Purchaser will need additional sources of funds or identify cost savings in the development budget.
3. Long-term affordability: the project anticipates using proceeds from Low Income Housing Tax Credits at Year 11 to recapitalize the physical property and repay the County Housing Blueprint loan. It is unknown if LIHTC proceeds will be available and sufficient to meet the Purchaser's current plans.

FISCAL IMPACT:

Funding of \$15,000,000 will be allocated from the Fiscal Year 2023 Housing Blueprint Project in Fund 30300, Affordable Housing Development and Investment Fund, Project 2H38-180-000.

The FCRHA will receive an ongoing annual monitoring fee of \$5,000, escalating at three percent annually for a period of at least thirty years for the Housing Blueprint Loan. Fees will go into Fund 81000, FCRHA General Operating Fund.

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ENCLOSED DOCUMENTS:

Attachment 1 – Site Plan
Attachment 2 – Housing Blueprint Loan Term Sheet
Attachment 3 – Memorandum of Understanding

STAFF:

Chris Leonard, Deputy County Executive
Thomas Fleetwood, Director, HCD
Teresa Lepe, Special Assistant to the Director, HCD
Seema Ajrawat, Director of Finance, Financial Management, HCD
Debashish Chakravarty, Associate Director, Real Estate Finance, HCD

ASSIGNED COUNSEL:

Cynthia Bailey, Deputy County Attorney
Susan Timoner, Assistant County Attorney

SITE PLAN



Vicinity Map



Housing Blueprint Loan Term Sheet:

Borrower: A joint venture of AHC Inc. and Insight Property Group

Address: 11012 Becontree Lake Drive, Reston, VA

Amount: \$15,000,000, subject to terms and conditions

Interest Rate: 2% simple interest per annum

Amortization: N/A - will be deferred for repayment as provided below

Term: Greater of (i) 30 years or (ii) term of senior lien loan(s)

Security: Second-Lien Deed of Trust on the property, or such other lower priority as the FCRHA may accept in its sole discretion with assurance that the value of the property exceeds the aggregate debt of the higher priority loans and the Housing Blueprint Loan (Blueprint Loan)

Conditions:

- 1) Housing Blueprint loan is for the specific purpose of providing a loan associated with acquisition by the Borrower of the Colvin Woods property consisting of 259 multifamily rental units located in Fairfax County (Tax Map Number: 0181-01-0008A and 0009A).
- 2) Housing Blueprint loan will close after the permanent mortgage loan.
- 3) There will be no further senior or subordinate debt permitted to be placed on the property, other than the loans represented in the application for this loan, without the prior written approval of the FCRHA.
- 4) Borrower will pay an annual monitoring fee of \$5,000 escalating at 3% annually, for monitoring the property, after payment of the must-pay debt service and before payment of the deferred developer's fee.
- 5) Borrower will execute a Purchase Option and Right of First Refusal Agreement, subject only to the developer's and investors' option rights under its limited partnership agreement, as must be approved by the FCRHA. If the developer or investors exercise their right to purchase the property, the purchaser will be required to maintain the minimum affordability requirements pursuant to a land use restriction agreement (LURA) in favor of the FCRHA.
- 6) In case of any material default under the senior lien Deed(s) of Trust, terms acceptable to the FCRHA will be required to protect the Housing Blueprint loan value including, without limitation, the right to cure defaults, to acquire the senior debt, and to acquire ownership of the property.
- 7) Borrower will maintain the property as affordable housing for households where initial household income for 60% of the units does not exceed 60% of the area median income (AMI) and initial household income for 40% of the units does exceed 80% AMI 5 years after acquisition. Affordability restrictions will be established in the deed of trust for

the Housing Blueprint loan that will run with the land for the term of the Blueprint Loan.

- 8) The following additional conditions are required for loan closing and release of funds:

- Loan Terms.**
- (1) The loan will not exceed \$15,000,000.
 - (2) The loan will have an interest rate of 2% per annum.
 - (3) The entire indebtedness will become due and payable upon transfer of the property without the prior approval of the FCRHA, refinancing, default, or failure to comply with the Housing Blueprint or other loan document requirements.
 - (4) The loan will be a cash-flow loan, which means that when there is net cash flow, it will be applied to the accrued interest and then to the principal after payment of the deferred developer's fee and other soft debt. Interest will start accruing at the time the first mortgage begins to amortize. Any unpaid interest will be deferred until maturity.
 - (5) At the end of the 30-year term, or such other term as is co-terminus with the senior lien loan(s), the outstanding principal balance along with any accrued but unpaid interest will become due and payable.
 - (6) The annual loan payments shall be payable only from cash flow remaining after payment of the deferred developer's fee and other soft loans.
 - (7) During the 30-year term, or such other term as is co-terminus with the senior lien loan(s), refinancing may occur at the discretion of the FCRHA, but must be in compliance with applicable FCRHA refinancing policies.
 - (8) If the Blueprint Loan is paid off before maturity of the loan, the developer will be required to maintain the affordability period according to Housing Blueprint goals for the 30 year term of the loan.
- a. **Loan Disbursement.** 100% of the loan will be disbursed at closing and for AHC, Inc. Items needed for disbursement include the following:
- i. Occupancy Certificate
 - ii. Executed loan documents
 - iii. No outstanding or pending defaults on the property
 - iv. Mutually acceptable Inter Creditor Agreement (ICA), if applicable
 - v. Compliance with all lenders' disbursement requirements
 - vi. Borrower's opinion letter
- b. **Lien Position.** The Housing Blueprint Loan will be secured by a deed of trust subordinate only to the FCRHA approved senior lien(s).
- c. **Title.** Borrower will provide (1) satisfactory title and judgment search of property and (2) satisfactory lender's title insurance commitment(s) for the benefit of the FCHRA including, among other things, affirmative mechanics lien coverage, as prepared by a title company selected by the FCRHA.
- d. **Loan Documentation.** The senior lien loan(s) and all Housing Blueprint loan terms and any lease agreement terms, conditions, and documentation must be acceptable to the FCRHA, including its counsel.
- e. **Conditions to Disburse Funds.** The Housing Blueprint loan closing will be subject to final written approval by an Assistant Secretary of the FCRHA.
- f. **Other Conditions to Close.** Initial closing will not take place until the following

have been accomplished in form and substance acceptable to HCD on behalf of the FCRHA:

- i. Appraisal (updated no more than 6 months prior to closing)
 - ii. Environmental reviews
 - iii. Closing on first lien lender(s)
 - iv. Borrower's opinion letter
 - v. Final underwriting by HCD staff
 - vi. Other factors as reasonably deemed necessary to protect the interest of the FCRHA and Fairfax County
- g. **Note.** Any savings in the budget, at the discretion of the FCRHA, will be used to reduce the Housing Blueprint loan.

MEMORANDUM OF UNDERSTANDING

COLVIN WOODS

This MEMORANDUM OF UNDERSTANDING (“MOU”) is dated as of July __, 2022, and is by and between the FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY (“FCRHA”), and the joint venture of AHC INC. (“AHC”) and INSIGHT PROPERTY GROUP (“IPG”) (collectively the JOINT VENTURE (“JV”)). The FCRHA and the JV may be referred to collectively as the “Parties.”

General:

1. This MOU addresses the potential acquisition of a multifamily property by JV and the potential support of such acquisition by the FCRHA. JV identified this property as a long-term affordable preservation opportunity to help the FCRHA achieve its goals of 10,000 newly committed affordable units by 2034 and no net loss of existing market affordable units.

2. This MOU is non-binding. It sets forth certain major business points and conditions of the proposed transaction. The general terms and conditions of this MOU are not fully exhaustive and are initial terms for potential negotiation purposes only. JV understands that formal approval by the FCRHA is required to commit funds to the acquisition and, in the case of Blueprint funds, approval of the Board of Supervisors of Fairfax County, Virginia (the “Board”) is required as well.

Property:

3. The property the JV seeks to acquire is Colvin Woods, a 259-unit multifamily property located at 11012 Becontree Lake Drive, Reston, Virginia 20190 (the “Property”).

4. JV is under contract to purchase the Property, with a current outside closing date of on or about August 22, 2022.

Financial – General:

5. Pursuant to a solicitation issued in July 2022, JV applied to the FCRHA for \$15,000,000 in Blueprint funds to assist in the purchase of the Property.

6. Subject to further underwriting and review of JV’s application, FCRHA staff (a) will bring JV’s application for funding for the Property to the FCRHA meeting on July 21, 2022, and to the Board meeting on or about August 2, 2022, and (b) will provide a letter of support for JV’s acquisition of the Property to other finance partners as requested by the JV. The FCRHA reserves the right to revise, waive, or add to the terms and conditions set forth in this MOU. Funding will also be subject to a Blueprint Loan Term Sheet.

7. JV will apply for 4% (i.e., non-competitive) Low-Income Housing Tax Credits (“LIHTC”) for the Property at the earliest opportunity, i.e. once the Property is eligible for acquisition credits and can be refinanced through the LIHTC program. The FCRHA acknowledges that currently the “10-year rule” of the LIHTC program precludes JV from applying for LIHTC until fall 2032.

Affordability:

8. The Property is currently “market affordable,” meaning that the rents charged to existing tenants are generally affordable to a household making 100% of the area median income (“AMI”) or less. However, the Property is not subject to any restrictions requiring rents to remain at those levels.

9. Upon acquisition, JV will provide basic-level income certification of all tenants upon the earlier of a tenant’s next lease renewal and October 1, 2023, all on a form approved by the FCRHA, and consented to by JV, such consent not to be unreasonably withheld or delayed.

10. From the date of JV’s purchase of the Property until October 1, 2027, JV intends to use a phased approach to achieve a unit mix of 60% of the units occupied by tenants earning no more than 60% of AMI, and 40% of the units occupied by tenants earning no more than 80% of AMI (the “Affordability Goal”).

- (a) From the date of JV’s purchase of the Property until October 1, 2025, JV will renew leases with tenants in good standing, regardless of income, to sustain housing affordability and avoid displacement. Until the Affordability Goal is reached, rents will be increased by no more than 5% annually in the normal course of business, and any unit that becomes vacant through naturally occurring turnover will be leased to an income-qualified tenant.
- (b) Starting on October 1, 2025, AHC will begin notifying each over-income tenant, at least nine months prior to their lease termination, that AHC will not renew their lease in 2026 or 2027, as applicable. By October 1, 2027, it is intended that the Property will have reached the Affordability Goal. At that time, tenants must have been income qualified and certified in the preceeding 12 months. The foregoing shall not require any income requirements prior to October 1, 2027, other than for newly vacated units which must be re-tenanted with tenants certified as income qualified.
- (c) Failure to meet the Affordability Goal by October 1, 2027, will constitute a default under the Blueprint loan, which terms, including default, notice, and cure provisions, will be fully detailed in the Blueprint loan agreement. The only exceptions are (1) reasonable accommodations JV determines are necessary to provide to certain tenants, such as seniors or disabled persons, to meet such deadlines or (2) force majeure exceptions to the dates for JV to meet the income restricted deadlines for a government moratorium on rent restriction evictions, and then only for the minimum number of days of delay provided in the government moratorium. JV must notify the FCRHA in writing of any units that may be subject to delays related to the above, and the FCRHA shall not unreasonably withhold such acceptance, and the FCRHA shall have reasonable consent rights to exceptions under (1), above, but shall have no obligation to make legal determinations with respect to any such accommodations.

11. Subject to FCRHA and Board approval, as necessary, income averaging may be permitted upon subsequent refinancing after 10 years.

12. JV will not be required to implement a utility allowance at the Property until its refinancing using LIHTC.

13. Until LIHTC refinancing of the Property, maximum rents for units with an income-qualified household will not exceed applicable established maximum rents in the Fairfax

County WDU program for households earning 60% of AMI (60% of households) or 80% of AMI (40% of households).

Financial – Additional Details:

14. Any refinancing of the Property, anticipated to occur in five years and again in 10 years (LIHTC, or similar), will be subject to the approval of the FCRHA, which refinancing and re-subordination of the Blueprint loan shall not be unreasonably withheld, conditioned, or delayed, in accordance with the FCRHA established refinancing policy. It is anticipated the Blueprint loan will be assumed by a JV-controlled entity. The maturity date on the Blueprint loan will be the greater of 30 years or the maturity date on the first lien deed of trust. Upon approved LIHTC or similar refinancing (“Refinancing”) of the Property, the maturity date of the Blueprint loan will be extended to be coterminous with the maturity date of the LIHTC Refinancing first lien deed of trust.

15. The Blueprint loan will be paid from the JV-controlled entity’s net cash flow and carry an interest rate of 2% non-compounding, which will be deferred to the extent cash flow is insufficient. All principal and deferred interest, if not sooner paid, will be due and payable upon maturity of the LIHTC Refinancing or sale of the Property, unless extended by the FCRHA in its sole discretion. A Land Use Restriction Agreement (“LURA”) will be recorded on the Property setting forth the affordability requirements described in Paragraph 11. The LURA will run with the land until the later of 30 years from the End of Phasing or the maturity date of the Refinancing, but will survive payment in full of the Blueprint loan.

16. The FCRHA’s Blueprint loan will require standard monitoring and other fees typical for the Blueprint program.

17. Except for a transfer to a JV-controlled entity, JV will not sell or transfer the Property without the prior approval of the FCRHA. The FCRHA will not unreasonably withhold its consent to any such sale or transfer of the Property provided however that the LURA remains in effect and, at the election of the FCRHA, that the Blueprint loan is paid in full at the time of sale or transfer. If the FCRHA fails to consent to such a sale, the FCRHA will have a right to purchase the Property pursuant to a purchase right as provided in 20 (a), below. Failure to exercise such purchase right or to close (within standard market conditions) will terminate any approval rights of the FCRHA and JV may proceed to sell the Property, consistent with the requirements of this paragraph (continued LURA compliance and repayment of the Blueprint loan).

18. As part of the Blueprint loan documents, the Parties will negotiate an agreement giving the FCRHA a right of first refusal to purchase the Property for a reasonable period after the expiration of the tax credit compliance period, and upon certain other occurrences at the agreement of the Parties, upon reasonable terms and conditions.

Capital Repairs:

19. JV will perform any immediate capital repairs in 2023 and 2024, subject to delays directly attributable to COVID-19 impacts. The scope of these initial repairs is estimated at \$2.0 million with the scope of work based on Partners Group’s PNA report (July 2022) for the Property. Additional unit work may be done on tenant turnover.

20. Additionally, the JV will include in the Property’s annual operating budget a \$250 per unit per year contribution to reserves for capital expenditures after acquisition.

21. Upon LIHTC (or other similarly substantial) refinancing, the Property will undergo substantial repairs to meet then current LIHTC (or similar, in the reasonable determination of the FCRHA) requirements, which final scope of work will be subject to FCRHA review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

22. Each party agrees to do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments, documents, and amendments, as may be reasonably requested to carry out the intent and accomplish the purposes of this MOU.

Termination:

23. The parties agree that this MOU shall terminate upon the funding of the Blueprint loan or earlier termination by either party.

FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY

By: _____
Name: Thomas E. Fleetwood
Title: Assistant Secretary

[Additional Signatures on Following Pages]

AHC INC.

By: _____
Name: Paul Bernard
Title: President & CEO

INSIGHT PROPERTY GROUP

By: _____
Name: Trent Smith
Title: Managing Principal

ACTION - 5

Approval of the FY 2022 and FY 2023 Community Services Performance Contract Amendment Between the Fairfax-Falls Church Community Services Board and the Virginia Department of Behavioral Health and Developmental Services

ISSUE:

Board of Supervisors approval for the Fairfax-Falls Church Community Services Board's acceptance of FY 2023 funds and approval of the FY 2022 and FY 2023 Community Services Performance Contract Amendment with the Virginia Department of Behavioral Health and Developmental Services.

RECOMMENDATION:

The County Executive recommends that the Board approve the FY 2022 and FY 2023 Community Services Performance Contract Amendment between the Virginia Department of Behavioral Health and Developmental Services and the associated acceptance of FY 2023 funds.

TIMING:

Board action is requested on August 2, 2022.

BACKGROUND:

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

As specified in the Code of Virginia, the CSB must make its proposed performance contract available for public review and comment prior to approving and submitting the biennial contract. The proposed FY 2022 and FY 2023 Community Services Performance Contract Amendment was available for thirty days for public review and comment. Notices of the comment period were posted at various public facilities, sent electronically through numerous distribution lists and posted on the CSB's web page. Comments were received until July 22, 2022.

Board Agenda Item
August 2, 2022

On July 27, 2022, the CSB Board approved the FY 2022 and FY 2023 Community Services Performance Contract Amendment, and the contract has been presented to the Cities of Fairfax and Falls Church for review and approval.

The contract transfers \$51,669,806 in State-controlled funds to the CSB for FY 2023, which is the total estimate of \$31,302,589 in State funds, \$4,784,509 in Federal funds, \$8,582,708 in Medicaid State Plan Option funds and \$7,000,000 in Medicaid Waiver funds.

FISCAL IMPACT:

This is the contractual mechanism used by the State to transfer \$51,669,806 in State-controlled funds to the CSB. This is an increase of \$2,024,724 or 4.08 percent from the FY 2022 contract amount of State-controlled funds, largely attributable to the estimated revenues from State funds.

ENCLOSED DOCUMENTS:

Attachment 1 - FY 2022 and FY 2023 Community Services Performance Contract Amendment

STAFF:

Christopher A. Leonard, Deputy County Executive
Daryl Washington, Executive Director, Fairfax-Falls Church Community Services Board



COMMONWEALTH of VIRGINIA

NELSON SMITH
COMMISSIONER

*DEPARTMENT OF
BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES*

Post Office Box 1797
Richmond, Virginia 23218-1797

Telephone (804) 786-3921
Fax (804) 371-6638
www.dbhds.virginia.gov

June 1, 2022

RE: FY22-23 Community Services Board Performance Contract Amendments

Dear Community Serviced Board and Behavioral Health Authority (collectively, the "CBS") Executive Directors,

The Office of Management Services (OMS) would like to thank you all for working with us through this amendment period of the FY22-23 Community Services Performance Contract (PC). This performance contract does not expire until June 1, 2023. For this review we are only amending certain documents and not the entire performance contract. We welcome any other suggested changes for consideration with the next iteration of the PC and they should be shared with the VACSB Performance Contract Review Committee, Ellen Harrison as your point of contact.

Please keep in mind that the performance contract is a transactional document and revisions may be necessary for clarification and better alignment with the strategic initiatives of the Commonwealth. The OMS has reviewed the current PC with other DBHDS internal stakeholders and the VACSB Performance Contract Review Committee and have determined the need to amend certain documents to provide clarity, remove outdated or redundant information, and to add language for the implementation of the new federal funding reimbursement model.

We would like to bring your attention to certain documents for this amendment period. Please take the time to review these documents to understand what will be required of your CSB.

1. FY2022 and 2023 Community Services Performance Contract – Section 9 is a material change that provides the requirements for billing and payments based on the federal funding reimbursement model.
2. Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures – Section I.A.1. implementation of the Suicide Screening Measure 86% benchmark.

3. Exhibit F: Federal Grant Requirements – These are required material changes that are not negotiable as a Subrecipient of federal funds. This exhibit has been revised to reflect the current federal grants and their general and specific terms and conditions. Other grants have also been deleted because they have expired. Section II Defined Terms, Major Medical Equipment cost requirement has been increased from \$1K to \$5K per unit. Section VI provides the current federal grants that DBHDS passes-through to CSB and the required identifying information that should be used to categorize and track these funds. We encourage you to familiarize yourself with this exhibit as a Subrecipient of federal funds.
4. Exhibit G: Master Program Services Requirements – This exhibit has been revised to provide general terms and conditions for certain programs services that a CSB may provide with the intent to reduce the amount of Exhibits D the Department and CSBs will have to review, process, and track. Keep in mind that this exhibit is not inclusive of all programs/services a CSB may provide and it will not replace the need for Exhibits D.
5. Exhibit I: Behavioral Health Wellness - Language has been added related to Gambling prevention funding.
6. Addendum I: Administrative Requirements and Processes and Procedures- Appendix C: Unspent Balances Principles and Procedures, Section 1.b. language was added to align with the new federal reimbursement model. Section 1.d. removed outdated language. Section 1.e. language added for clarity. Section 3 b and c removed outdated and/or conflicting language.
7. Exhibit M: The Department of Justice Settlement Agreement – Changes are part of the DOJ settlement agreement (DOJSA) and are required material changes that are not negotiable. Item 29 provides additional language for all CSBs to review and provide annual feedback on the QRT (Quality Review Team) End of Year Report. Also, Item 4.b. provides modifications to the frequency of completion of the OSVT (On-Site Visit Tool) in response to CSB Support Coordinator (SC) turnover and staffing concerns. Specifically, DBHDS has required that the OSVT be completed once per month in months where visits occur regardless of whether the person had TCM (Targeted Case Management) or ECM (Enhanced Case Management). This schedule of completion was initially a compromise to meet DOJSA requirements and manage the workload for SCs, which was not reflected in the last version of the Performance Contract. Given current recruitment and retention challenges, an altered schedule of completion for TCM will assist with addressing staffing challenges and workload while maintaining current expectations for people with more complex needs (i.e. ECM). This change is recommended by the DBHDS Case Management Steering Committee in response to ongoing staffing concerns across CSBs.

Item 11.b. is also modified to provide the addition of "as provided under Therapeutic Consultation waiver services" which aligns with the training mentioned and helps clarify that the plans reviewed are in line with the scope of the SC. The training clarifies the basic elements reviewed and how to document related information.
8. Exhibit K: State Hospital Census Management Admission and Discharge Requirements – Clinical Readiness for Discharge Scale revised to prevent non-clinically ready NGRI

(Not Guilty by Reason of Insanity) patients from appearing, inappropriately, on the Extraordinary Barriers to Discharge list.

Timeline for Execution

The amendments to the PC shall be effective as of **July 1, 2022**. Please keep in mind the Department cannot provide any state-controlled funds after September 30th if the contract has not been signed by your CSB. It is important for the smooth continuity of the process to have signed performance contracts returned to the Department as soon as practicable.

The Department would like to thank you all for your service and partnering with us. All your hard work and dedication to both your communities and our community services system is much valued and appreciated.

If you need help or have questions about this process, please email performancecontractsupport@dbhds.virginia.gov or contact our technical assistance number at 804-225-4242.

Thank you,

A handwritten signature in dark ink, appearing to read 'Chaye Neal-Jones', with a stylized, elongated horizontal stroke at the end.

Chaye Neal-Jones
Project and Program Manager
Office of Management Services

AMENDMENT 1
Fairfax-Falls Church Community Services Board
FY 2022 AND FY 2023 COMMUNITY SERVICES PERFORMANCE CONTRACT
Contract No. P0551.762.1

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Other Amended Performance Contract Document Attachments

- ☒ Exhibit A: Resources and Services (Only available through the CARS application)
- ☒ Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures
- ☐ Exhibit C: Regional Discharge Assistance Program (RDAP) Requirements
- ☐ Exhibit D: Individual CSB Performance Measures
- ☒ Exhibit E: Performance Contract Schedule and Process
- ☒ Exhibit F: Federal Grant Requirements
- ☐ Exhibit F(B): Single Audit Exemption Form
- ☒ Exhibit G: Community Services Boards Master Programs Services Requirements
- ☐ Exhibit H: Regional Local Inpatient Purchase of Services (LIPOS) Requirements
- ☒ Exhibit I: Behavioral Health Wellness
- ☐ Exhibit J: Intentionally Left Black for Future Use
- ☒ Exhibit K: State Hospital Census Management Admission and Discharge Requirements
- ☒ Exhibit M: Department of Justice Settlement Agreement
- ☒ Addendum I: Administrative Requirements and Processes and Procedures
- ☐ Addendum II: Partnership Agreement
- ☐ Addendum III: Core Services Taxonomy 7.3

AMENDMENT 1
Fairfax-Falls Church Community Services Board
FY 2022 AND FY 2023 COMMUNITY SERVICES PERFORMANCE CONTRACT
Contract No. P0551.762.1

1. Purpose

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

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

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

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

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

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

2. Defined Terms

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

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

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

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Fiscal Agent the Fiscal Agent has two specific purposes.

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

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

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

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

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

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

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

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

3. Relationship

The Department functions as the state authority for the public mental health, developmental, and substance use disorder services system, and the CSB functions as the local authority for that system. The relationship between and the roles and responsibilities of the Department, the state hospitals and the CSB are described in

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FY 2022 AND FY 2023 COMMUNITY SERVICES PERFORMANCE CONTRACT
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the Partnership Agreement between the parties. This contract shall not be construed to establish any employer-employee or principal-agent relationship between employees of the CSB or its board of directors and the Department.

4. Term and Termination

Term: This contract shall be in effect for a term of two years, commencing on July 1, 2021 and ending on June 30, 2023 unless either party gives ninety 90 days or more advance written notice of intent not to renew.

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

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

5. Contract Amendment

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

6. Services

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

7. Service Change Management

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

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

The CSB operating a residential crisis stabilization unit (RCSU) shall not increase or decrease the licensed number of beds in the RCSU or close it temporarily or permanently without providing 30 days advance notice to the Office of Licensing and the OMS, and receiving the Department's approval prior to implementing the change.

8. Funding Requirements

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A. Funding Resources

Exhibit A of this contract provides an example of the following resources: state funds and federal funds appropriated by the General Assembly and allocated by the Department to the CSB and any other funds associated with or generated by the services shown in Exhibit A. CSB must review their CARS application for the most recent version of Exhibit A.

B. Funding Allocations

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

C. Expenses for Services

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

D. Use of Funds

1. The Department has the authority to impose additional conditions or requirements for use of funds, separate from those established requirements or conditions attached to appropriations of state-controlled funds by the General Assembly, the Governor, or federal granting authorities. The Department shall when possible provide sufficient notice in writing to the CSB of changes to the use of funds.
2. The CSB shall maximize billing and collecting Medicaid payments and other fees in all covered services to enable more efficient and effective use of the state and federal funds allocated to it.

E. Availability of Funds

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

F. Local Match

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

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

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G. Local Contact for Disbursement of Funds

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

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

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

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

9. Billing and Payment Terms and Conditions

A. Federal Funds Invoicing

The CSB shall invoice the Department on a monthly basis no later than the 20th of the following month for which reimbursement is being requested. The CSB will utilize the federal funds reimbursement template provided to them by the Office of Fiscal Services and Grants Management (FSGMO) to invoice the Department for federal funds reimbursement. The CSB may be asked to include supporting documentation when the Department determines it is necessary to meet federal grant requirements.

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

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B. Payment Terms

1. Federal Funds shall be dispersed on a reimbursement basis with the exception of an initial upfront one-time payment and circumstances where funded programs incur one-time start-up costs. The initial upfront one-time payment will be 1/8th of the amount of the total budget for executed Exhibits D, Notices of Award, other DBHDS correspondence (for programs with existing service requirements for funding pursuant to the Performance Contract), and for new Mental Health Block Grants and Substance Abuse Block Grants that are scheduled to commence payments in July of the new fiscal year.

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

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

C. Reconciliation and Closeout Disclosures.

The CSB shall reconcile all Exhibits D, Notice of Awards, and other required correspondence by June 10th of current fiscal year in order to receive the initial funding by July 1 for the new fiscal year. If a CSB does not return its signed Exhibits D, Notices of Award or other required documentation in a timely manner this may result in a delay of or ineligibility for receiving payment of its invoice(s).

- a. The CSB shall comply with applicable federal grant reconciliation and closeout disclosures as provided in Exhibit F of the performance contract and established by the FSGMO.
- b. Unexpended federal funds must either be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS
Office of Fiscal and Grants Management
PO Box 1797
Richmond, VA 23218-1797
C/O Ramona Howell

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

Account Number: 201141795720002
Routing Number: 061000104
EIN: 546001731

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

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

Eric.Billings@dbhds.virginia.gov

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

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

10. CSB Responsibilities

A. Exhibit A

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

B. Populations Served

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

C. Scope of Services

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

D. Response to Complaints

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

E. Quality of Care

1. **Department CSB Performance Measures:** CSB staff shall monitor the CSB's outcome and performance measures in Exhibit B, identify and implement actions to improve its ranking on any measure on which it is below the benchmark, and present reports on the measures and actions at least quarterly during scheduled meetings of the CSB board of directors.
2. **Quality Improvement and Risk Management:** The CSB shall develop, implement, and maintain a quality improvement plan, itself or in affiliation with other CSB, to improve services, ensure that services are provided in accordance with current acceptable professional practices, and address areas of risk and perceived risks. The quality improvement plan shall be reviewed annually and updated at least every four years.
 - a. The CSB shall develop, implement, and maintain, itself or in affiliation with other CSB, a risk management plan or participate in a local government's risk management plan. The CSB shall

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- work with the Department to identify how the CSB will address quality improvement activities.
- b. The CSB shall implement, in collaboration with other CSB in its region, the state hospital(s) and training centers serving its region, and private providers involved with the public mental health, developmental, and substance use disorder services system, regional utilization management procedures and practices.
 3. **Critical Incidents:** The CSB shall implement procedures to insure that the executive director is informed of any deaths, serious injuries, or allegations of abuse or neglect as defined in the Department's Licensing (12VAC35-105-20) and Human Rights (12VAC35-115-30) Regulations when they are reported to the Department. The CSB shall provide a copy of its procedures to the Department upon request.

F. Reporting Requirements and Data Quality

1. Individual Outcome and CSB Provider Performance Measures

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

2. Electronic Health Record

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

3. Reporting Requirements

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

- a. provide monthly Community Consumer Submission (CCS) extracts that report individual characteristic and service data to the Department, as required by § 37.2- 508 or § 37.2-608 of the Code, the federal Substance Abuse and Mental Health Services Administration, and Part C of Title XIX of the Public Health Services Act - Block Grants, § 1943 (a) (3) and § 1971 and § 1949, as amended by Public Law 106- 310, and as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (a) (1) and (d) of the HIPAA regulations and §32.1-127.1:03.D (6) of the Code, and as defined in the current CCS Extract Specifications, including the current Business Rules.
- b. follow the current Core Services Taxonomy and CCS Extract Specifications, when responding to reporting requirements established by the Department;
- c. complete the National Survey of Substance Abuse Treatment Services (N-SSATS) annually that is used to compile and update the National Directory of Drug and Alcohol Abuse Treatment Programs and the on-line Substance Abuse Treatment Facility Locator;

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- d. follow the user acceptance testing process described in Appendix D of the CSB Administrative Requirements for new CCS Extract releases and participate in the user acceptance testing process when requested to do so by the Department;
- e. report service data on substance abuse prevention and mental health promotion services provided by the CSB that are supported wholly or in part by the SABG set aside for prevention services through the prevention data system planned and implemented by the Department in collaboration with the VACSB DMC, but report funding, expenditure, and cost data on these services through CARS); and report service, funding, expenditure, and cost data on any other mental health promotion services through CCS Extract and CARS;
- f. report data and information required by the current Appropriation Act; and
- g. report data identified collaboratively by the Department and the CSB working
- h. through the VACSB DMC

4. Routine Reporting Requirements

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

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

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

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

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7. **Streamlining Reporting Requirements:** The CSB shall work with the Department through the VACSB DMC to review existing reporting requirements including the current CCS Extract to determine if they are still necessary and, if they are, to streamline and reduce the number of portals through which those reporting requirements are submitted as much as possible; to ensure reporting requirements are consistent with the current CCS Extract Specifications and Core Services Taxonomy; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.
8. **Data Quality:** The CSB shall review data quality reports from the Department on the completeness and validity of its CCS Extract data to improve data quality and integrity. When requested by the Department, the CSB executive director shall develop and submit a plan of correction to remedy persistent deficiencies in the CSB's CCS Extract submissions and, upon approval of the Department, shall implement the plan of correction.
9. **Providing Information:** The CSB shall provide any information requested by the Department that is related to the services, funds, or expenditures in this contract or the performance of or compliance with this contract in a timely manner, considering the type, amount, and availability of information requested. Provision of information shall comply with applicable laws and regulations governing confidentiality, privacy, and security of information regarding individuals receiving services from the CSB.
10. **Reviews:** The CSB shall participate in the periodic, comprehensive administrative and financial review of the CSB conducted by the Department to evaluate the CSB's compliance with requirements in the contract and CSB Administrative Requirements and the CSB's performance. The CSB shall address recommendations in the review report by the dates specified in the report or those recommendations may be incorporated in an Exhibit D.

11. Subcontracting

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

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

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

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

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A. Subcontracts

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

B. Subcontractor Compliance

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

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

C. Subcontractor Dispute Resolution

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

D. Quality Improvement Activities

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

12. Compliance with Laws

CSB shall comply with all applicable federal, state, and local laws and regulations. If any laws or regulations that become effective after the execution date of this contract substantially change the nature and conditions of this contract, they shall be binding upon the parties, but the parties retain the right to exercise any remedies available to them by law or other provisions of this contract.

A. HIPAA

1. The CSB shall comply with the HIPAA and the regulations promulgated thereunder by their compliance dates, except where the HIPAA requirements and applicable state law or regulations are contrary and state statutes or regulations are more stringent, as defined in 45 CFR § 160.202, than the

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related HIPAA requirements.

2. The CSB shall execute a Business Associate Agreement (BAA) initiated by the Department for any HIPAA- or 42 CFR Part 2- protected health information (PHI), personally identifiable information (PII), and other confidential data that it exchanges with the Department and its state facilities that is not covered by Section 10.F.3.a. to ensure the privacy and security of sensitive data.
3. The CSB shall ensure sensitive data, including HIPAA-PHI, PII, and other confidential data, exchanged electronically with the Department, its state hospitals and training centers, other CSB, other providers, regional or persons meets the requirements in the FIPS 140-2 standard and is encrypted using a method supported by the Department.
4. The Department and its state hospitals and training centers shall comply with HIPAA and the regulations promulgated thereunder by their compliance dates, except where the HIPAA requirements and applicable state law or regulations are contrary and state statutes or regulations are more stringent, as defined in 45 CFR § 160.202, than the related HIPAA requirements.
5. The Department shall initiate a BAA with the CSB for any HIPAA- or 42 CFR Part 2-PHI, PII, and other confidential data that it and its state facilities exchange with the CSB that is not covered by Section 10.F.3.a. to ensure the privacy and security of sensitive data.
6. The CSB shall execute a BAA with the Department's authorized business associate for the access of PHI, PII, and other confidential data that the CSB may be required to provide to the Department's business associate to ensure the privacy and security of sensitive data.
7. The Department and its state hospitals and training centers shall ensure that any sensitive data, including HIPAA-PHI, PII, and other confidential data, exchanged electronically with CSB, other providers, or persons meets the requirements in the FIPS 140-2 standard and is encrypted using a method supported by the Department and CSB.

B. Employment Anti-Discrimination

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

C. Service Delivery Anti-Discrimination

1. The CSB shall conform to the applicable provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, the Virginians with Disabilities Act, the Civil Rights Act of 1991, regulations issued by the U.S. Department of Health and Human Services pursuant thereto, other applicable statutes and regulations, and as further stated below.
2. Services operated or funded by the CSB have been and will continue to be operated in such a manner that no person will be excluded from participation in, denied the benefits of, or otherwise subjected to

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discrimination under such services on the grounds of race, religion, color, national origin, age, gender, or disability.

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

D. General State Requirements

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

E. Conflict of Interests

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

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

F. Freedom of Information

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

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

G. Protection of Individuals Receiving Services

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

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

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

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H. Licensing

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

13. Department Responsibilities

A. Program and Service Reviews

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

B. State Facility Services

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

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5. **Planning:** The Department shall involve the CSB, as applicable and to the greatest extent possible, in collaborative planning activities regarding the future role and structure of state hospitals and training centers.

C. Quality of Care

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

D. Department CSB Performance Measures Data Dashboard

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

E. Utilization Management

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

F. Human Rights

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

G. Licensing

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

H. Peer Review Process

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

I. Electronic Health Record (EHR)

The Department shall implement and maintain an EHR in its central office and state hospitals and training centers that has been fully certified and is listed by the Office of the National Coordinator for Health Information Technology- Authorized Testing and Certification Body to improve the quality and

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accessibility of services, streamline and reduce duplicate reporting and documentation requirements, obtain reimbursement for services, and exchange data with CSB.

J. Reviews

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

K. Reporting and Data Quality Requirements

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

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

L. Community Consumer Submission

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

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

M. Data Elements

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

The Department shall work with the CSB through the DMC to develop, implement, maintain, and revise

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

N. Streamlining Reporting Requirements

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

O. Data Quality

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

P. Surveys

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

Q. Communication

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

R. Department Comments or Recommendations on CSB Operations or Performance

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

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

14. Compliance and Dispute Resolution

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

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

A. Disputes

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

B. Dispute Resolution Process

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

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

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

C. Remediation Process

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

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

15. Liability

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

16. Severability

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

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

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17. Signatures

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

**VIRGINIA DEPARTMENT OF BEHAVIORAL
HEALTH AND DEVELOPMENTAL SERVICES**

By: _____

Name: Nelson Smith

Title: Commissioner

Date: _____

**Fairfax-Falls Church Community Services
Board**

By: _____

Name: Garrett Mcguire

Title: Chairperson

Date: _____

By: _____

Name: Daryl Washington

Title: Executive Director

Date: _____

FY 2022 AND FY 2023 COMMUNITY SERVICES PERFORMANCE CONTRACT

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

FY2023 And FY2024 Community Services Performance Contract

FY 2023 Exhibit A: Resources and Services

Fairfax-Falls Church Community Services Board

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

Funding Sources	Mental Health (MH) Services	Developmental (DV) Services	Substance Use Disorder (SUD) Services	TOTAL
State Funds	25,245,801	6,730,303	4,939,145	36,915,249
Local Matching Funds	81,174,113	69,632,396	35,013,982	185,820,491
Total Fees	0	0	0	0
Transfer Fees In/(Out)	0	0	0	0
Federal Funds	1,873,924	0	3,070,585	4,944,509
Other Funds	0	0	0	0
State Retained Earnings	0	0	0	0
Federal Retained Earnings	0		0	0
Other Retained Earnings	0	0	0	0
Subtotal Ongoing Funds	108,293,838	76,362,699	43,023,712	227,680,249
State Funds One-Time	0	0	0	0
Federal Funds One-Time	0		0	0
Subtotal One -Time Funds	0	0	0	0
TOTAL ALL FUNDS	108,293,838	76,362,699	43,023,712	227,680,249
Cost for MH/DV/SUD Services	84,944,060	64,459,250	30,460,066	179,863,376
Cost for Emergency Services (AP-4)				15,940,003
Cost for Ancillary Services (AP-4)				29,862,870
Total Cost for Services				225,666,249

Local Match Computation	
Total State Funds	36,915,249
Total Local Matching Funds	185,820,491
Total State and Local Funds	222,735,740
Total Local Match % (Local / Total State + Local)	83.43%

CSB Administrative Percentage	
Administrative Expenses	30,649,568
Total Cost for Services	225,666,249
Admin / Total Expenses	13.58%

***FY2023 And FY2024 Community Services Performance Contract
FY 2023 Exhibit A: Resources and Services
Fairfax-Falls Church Community Services Board
Financial Comments***

<i>Comment1</i>	MH Fee Other: \$1,465,029 Program/Client Fees, \$890,000 CSA,
<i>Comment2</i>	\$225,000 Svcs Bed Fee, \$142,300 Gift & Misc
<i>Comment3</i>	MH Regional Transfer In/Out is detailed on the Regional Funds Worksheet
<i>Comment4</i>	MH COLA Regional \$622,255 is added to MH Other Merged
<i>Comment5</i>	MH COLA Regional Adjustment has been reduced from MH State Funds
<i>Comment6</i>	MH Regional DAP (Fiscal Agent) revenue \$6,480,823 on AF-3
<i>Comment7</i>	includes new 8 bed home \$376,321
<i>Comment8</i>	MH STEP-VA Outpatient (Fiscal Agent) revenue \$1,104,261 on AF-4
<i>Comment9</i>	includes Reg \$308,000 MH STEP-VA OT Trauma Training and Fairfax \$796, 261
<i>Comment10</i>	MH STEP-VA Crisis (Fiscal Agent) revenue \$2,908,006 on AF-4
<i>Comment11</i>	excludes \$300,000 reduction moved to MH STEP-VA Clinician's Dispatch
<i>Comment12</i>	and \$308,000 MH STEP-VA OT Trauma Training
<i>Comment13</i>	MH STEP-VA Clinician's Crisis Dispatch (Fiscal Agent) revenue \$1,594,600
<i>Comment14</i>	on AF-4 includes \$300,000 moved from MH STEP-VA Crisis
<i>Comment15</i>	MH STEP-VA Peer Support (Fiscal Agent) revenue \$321,185 on AF-4 includes
<i>Comment16</i>	includes Reg \$100,000 and Fairfax \$221,185
<i>Comment17</i>	MH STEP-VA Veteran's Services (Fiscal Agent) revenue \$273,363 on AF-4 includes
<i>Comment18</i>	includes Reg \$174,600 and Fairfax \$98,763
<i>Comment19</i>	MH Recovery (Fiscal Agent) revenue \$543,192 on AF-4 includes
<i>Comment20</i>	includes Reg \$75,000 and Fairfax \$468,192
<i>Comment21</i>	DV Fee Other: \$715,195 Program/Client Fees
<i>Comment22</i>	SUD Regional Transfer In/Out is detailed on the Regional Funds Worksheet
<i>Comment23</i>	
<i>Comment24</i>	
<i>Comment25</i>	

FY2023 And FY2024 Community Services Performance Contract

FY2023 Exhibit A: Resources and Services

Mental Health (MH) Services

Fairfax-Falls Church Community Services Board

Funding Sources	Funds
<u>FEES</u>	
MH Medicaid Fees	0
MH Fees: Other	0
Total MH Fees	0
MH Transfer Fees In/(Out)	0
Total Net MH Fees	0
<u>FEDERAL FUNDS</u>	
MH FBG SED Child & Adolescent (93.958)	268,084
MH FBG Young Adult SMI (93.958)	397,203
MH FBG Crisis Services (93.958)	160,000
MH FBG SMI (93.958)	1,014,357
MH FBG Geriatrics (93.958)	0
MH FBG Peer Services (93.958)	0
Total MH FBG Adult Funds	1,174,357
MH Federal PATH (93.150)	34,280
MH Federal COVID Emergency Grant (93.665)	0
MH Federal State & Local Fiscal Recovery Fund (21.027)	0
MH Other Federal - DBHDS	0
MH Other Federal - COVID Support	0
MH Other Federal - CSB	0
Total MH Federal Funds	1,873,924
<u>STATE FUNDS</u>	
<u>Regional Funds</u>	
MH Acute Care (Fiscal Agent)	4,000,000
MH Acute Care - Transfer In/(Out)	0
Total Net MH Acute Care - Restricted	4,000,000
MH Regional DAP (Fiscal Agent)	6,480,823
MH Regional DAP - Transfer In/(Out)	-2,030,577
Total Net MH Regional DAP - Restricted	4,450,246
MH Regional Residential DAP - Restricted	0
MH Crisis Stabilization (Fiscal Agent)	847,933
MH Crisis Stabilization - Transfer In/(Out)	-169,590
Total Net MH Crisis Stabilization - Restricted	678,343
MH Transfers from DBHDS Facilities (Fiscal Agent)	0
MH Transfers from DBHDS Facilities - Transfer In/(Out)	0
Total Net MH Transfers from DBHDS Facilities - Restricted	0
MH Expanded Community Capacity (Fiscal Agent)	0
MH Expanded Community Capacity - Transfer In/(Out)	0
Total Net MH Expanded Community Capacity - Restricted	0
MH First Aid and Suicide Prevention (Fiscal Agent)	0
MH First Aid and Suicide Prevention - Transfer In/(Out)	0
Total Net MH First Aid and Suicide Prevention - Restricted	0

FY2023 And FY2024 Community Services Performance Contract

FY2023 Exhibit A: Resources and Services

Mental Health (MH) Services

Fairfax-Falls Church Community Services Board

Funding Sources	Funds
MH STEP-VA Outpatient (Fiscal Agent)	1,104,261
MH STEP-VA Outpatient - Transfer In/(Out)	0
Total Net MH STEP-VA Outpatient - Restricted	1,104,261
MH STEP-VA Crisis (Fiscal Agent)	3,216,006
MH STEP-VA Crisis - Transfer In/(Out)	0
Total Net MH STEP-VA Crisis - Restricted	3,216,006
MH STEP-VA Clinician's Crisis Dispatch (Fiscal Agent)	1,594,600
MH STEP-VA Clinician's Crisis Dispatch - Transfer In/(Out)	0
Total Net MH STEP-VA Clinician's Crisis Dispatch - Restricted	1,594,600
MH STEP-VA Peer Support (Fiscal Agent)	321,185
MH STEP-VA Peer Support - Transfer In/(Out)	0
Total Net MH STEP-VA Peer Support - Restricted	321,185
MH STEP-VA Veterans Services (Fiscal Agent)	273,363
MH STEP-VA Veterans Services - Transfer In/(Out)	0
Total Net MH STEP-VA Veterans Services - Restricted	273,363
MH Forensic Discharge Planning (Fiscal Agent)	0
MH Forensic Discharge Planning - Transfer In/(Out)	0
Total Net MH Forensic Discharge Planning - Restricted	0
MH Permanent Supportive Housing (Fiscal Agent)	0
MH Permanent Supportive Housing - Transfer In/(Out)	0
Total Net MH Permanent Supportive Housing - Restricted	0
MH CIT-Assessment Sites	570,709
MH CIT-Assessment Sites - Transfer In/(Out)	0
Total Net MH CIT-Assessment Sites - Restricted	570,709
MH Recovery (Fiscal Agent)	543,192
MH Other Merged Regional Funds (Fiscal Agent)	1,399,780
MH State Regional Deaf Services (Fiscal Agent)	23,750
MH Total Regional - Transfer In/(Out)	-11,958
Total Net MH Unrestricted Regional State Funds	1,954,764
Total Net MH Regional State Funds	18,163,477
<u>Children State Funds</u>	
MH Child & Adolescent Services Initiative - Restricted	515,529
MH Children's Outpatient Services - Restricted	75,000
MH Juvenile Detention - Restricted	111,724
Total MH Restricted Children's Funds	702,253
MH State Children's Services	0
MH Demo Proj-System of Care (Child)	0
Total MH Unrestricted Children's Funds	0
MH Crisis Response & Child Psychiatry (Fiscal Agent)	0
MH Crisis Response & Child Psychiatry - Transfer In/(Out)	0
Total Net MH Crisis Response & Child Psychiatry - Restricted	0
Total State MH Children's Funds (Restricted for Children)	702,253

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FY2023 And FY2024 Community Services Performance Contract

FY2023 Exhibit A: Resources and Services

Mental Health (MH) Services

Fairfax-Falls Church Community Services Board

Funding Sources	Funds
<u>Other State Funds</u>	
MH Law Reform - Restricted	530,387
MH Pharmacy - Medication Supports - Restricted	1,455,990
MH Jail Diversion Services - Restricted	321,050
MH Rural Jail Diversion - Restricted	0
MH Docket Pilot JMHCP Match - Restricted	0
MH Adult Outpatient Competency Restoration Services - Restricted	0
MH Expand Telepsychiatry Capacity - Restricted	3,249
MH PACT - Restricted	900,000
MH PACT - Forensic Enhancement - Restricted	0
MH Gero-Psychiatric Services - Restricted	0
MH STEP-VA SDA, Primary Care Screening and Ancillary Services - Restricted	756,072
MH STEP-VA Psychiatric Rehabilitation Services - Restricted	0
MH STEP-VA Care Coordination Services - Restricted	0
MH STEP-VA Case Management Services - Restricted	0
MH STEP-VA Data Systems and Clinicians Processes - Restricted	0
MH Young Adult SMI - Restricted	572,428
Total MH Restricted Other State Funds	4,539,176
MH State Funds	1,840,895
MH State NGRI Funds	0
MH Geriatrics Services	0
Total MH Unrestricted Other State Funds	1,840,895
Total MH Other State Funds	6,380,071
Total MH State Funds	25,245,801
<u>OTHER FUNDS</u>	
MH Other Funds	0
MH Federal Retained Earnings	0
MH State Retained Earnings	0
MH State Retained Earnings - Regional Programs	0
MH Other Retained Earnings	0
Total MH Other Funds	0
<u>LOCAL MATCHING FUNDS</u>	
MH Local Government Appropriations	81,174,113
MH Philanthropic Cash Contributions	0
MH In-Kind Contributions	0
MH Local Interest Revenue	0
Total MH Local Matching Funds	81,174,113
Total MH Funds	108,293,838
<u>MH ONE-TIME FUNDS</u>	
MH FBG SMI (93.958)	0
MH FBG SED Child & Adolescent (93.958)	0
MH FBG Peer Services (93.958)	0
MH FBG Young Adult SMI (93.958)	0

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FY2023 And FY2024 Community Services Performance Contract

FY2023 Exhibit A: Resources and Services

Mental Health (MH) Services

Fairfax-Falls Church Community Services Board

Funding Sources	Funds
MH FBG Geriatrics (93.958)	0
MH FBG Crisis Services (93.958)	0
MH One-Time State Funds	0
MH One-Time Restricted State Funds	0
Total MH One-Time Funds	0
TOTAL MH ALL FUNDS	108,293,838

FY2023 And FY2024 Community Services Performance Contract

FY2023 Exhibit A: Resources and Services

Developmental (DV) Services

Fairfax-Falls Church Community Services Board

Funding Sources	Funds
<u>FEES</u>	
DV Medicaid DD Waiver Fees	0
DV Other Medicaid Fees	0
DV Medicaid ICF/IDD Fees	0
DV Fees: Other	0
Total DV Fees	0
DV Transfer Fees In/(Out)	0
Total Net DV Fees	0
<u>FEDERAL FUNDS</u>	
DV Other Federal - DBHDS	0
DV Other Federal - COVID Support	0
DV Other Federal - CSB	0
Total DV Federal Funds	0
<u>STATE FUNDS</u>	
<u>Regional Funds</u>	
DV Crisis Stabilization (Fiscal Agent)	3,449,743
DV Crisis Stabilization - Transfer In/(Out)	0
Total Net DV Crisis Stabilization - Restricted	3,449,743
DV Crisis Stabilization-Children (Fiscal Agent)	2,989,589
DV Crisis Stabilization-Children - Transfer In/(Out)	0
Total Net DV Crisis Stabilization-Children - Restricted	2,989,589
DV Transfers from DBHDS Facilities (Fiscal Agent)	0
DV Transfers from DBHDS Facilities - Transfer In/(Out)	0
Total Net DV Transfers from DBHDS Facilities - Restricted	0
Total Net DV Regional State Funds	6,439,332
DV Trust Fund - Restricted	0
DV Rental Subsidies - Restricted	0
DV Guardianship Funding - Restricted	0
Total DV Restricted State Funds	6,439,332
DV State Funds	290,971
DV OBRA Funds	0
Total DV Unrestricted State Funds	290,971
Total DV State Funds	6,730,303

FY2023 And FY2024 Community Services Performance Contract

FY2023 Exhibit A: Resources and Services

Developmental (DV) Services

Fairfax-Falls Church Community Services Board

Funding Sources	Funds
<u>OTHER FUNDS</u>	
DV Workshop Sales	0
DV Other Funds	0
DV State Retained Earnings	0
DV State Retained Earnings - Regional Programs	0
DV Other Retained Earnings	0
Total DV Other Funds	0
<u>LOCAL MATCHING FUNDS</u>	
DV Local Government Appropriations	69,632,396
DV Philanthropic Cash Contributions	0
DV In-Kind Contributions	0
DV Local Interest Revenue	0
Total DV Local Matching Funds	69,632,396
Total DV Funds	76,362,699
<u>DV ONE-TIME FUNDS</u>	
DV One-Time State Funds	0
DV One-Time Restricted State Funds	0
Total DV One-Time Funds	0
TOTAL DV ALL FUNDS	76,362,699

FY2023 And FY2024 Community Services Performance Contract

FY2023 Exhibit A: Resources and Services

Substance Use Disorder (SUD) Services

Fairfax-Falls Church Community Services Board

Funding Sources	Funds
<u>FEES</u>	
SUD Medicaid Fees	0
SUD Fees: Other	0
Total SUD Fees	0
SUD Transfer Fees In/(Out)	0
Total Net SUD Fees	0
<u>FEDERAL FUNDS</u>	
SUD FBG Alcohol/Drug Treatment (93.959)	2,142,908
SUD FBG Recovery (93.959)	0
Total SUD FBG Alcohol/Drug Treatment Funds	2,142,908
SUD FBG Women (includes LINK at 6 CSBs) (93.959)	443,444
SUD FBG Prevention (93.959)	484,233
SUD Federal COVID Emergency Grant (93.665)	0
SUD Federal SBIRT Youth (93.243)	0
SUD Federal State & Local Fiscal Recovery Fund (21.027)	0
SUD Federal Opioid Response – Recovery (93.788)	0
SUD Federal Opioid Response – Treatment (93.788)	0
SUD Federal Opioid Response – Prevention (93.788)	0
Total SUD Federal Opioid Response Funds (93.788)	0
SUD Other Federal - DBHDS	0
SUD Other Federal - COVID Support	0
SUD Other Federal - CSB	0
Total SUD Federal Funds	3,070,585
<u>STATE FUNDS</u>	
<u>Regional Funds</u>	
SUD Facility Reinvestment (Fiscal Agent)	0
SUD Facility Reinvestment - Transfer In/(Out)	0
Total Net SUD Facility Reinvestment - Restricted	0
SUD Transfers from DBHDS Facilities (Fiscal Agent)	0
SUD Transfers from DBHDS Facilities - Transfer In/(Out)	0
Total Net SUD Transfers from DBHDS Facilities - Restricted	0
SUD Community Detoxification (Fiscal Agent)	115,000
SUD Community Detoxification - Transfer In/(Out)	-57,903
Total Net SUD Community Detoxification - Restricted	57,097
SUD STEP-VA (Fiscal Agent)	886,861
SUD STEP-VA - Transfer In/(Out)	0
Total Net SUD STEP-VA - Restricted	886,861
Total Net SUD Regional State Funds	943,958

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FY2023 And FY2024 Community Services Performance Contract

FY2023 Exhibit A: Resources and Services

Substance Use Disorder (SUD) Services

Fairfax-Falls Church Community Services Board

Funding Sources	Funds
<u>Other State Funds</u>	
SUD Women (includes LINK at 4 CSBs) - Restricted	4,200
SUD MAT - Medically Assisted Treatment - Restricted	130,000
SUD Permanent Supportive Housing Women - Restricted	0
SUD SARPOS - Restricted	148,528
SUD Core Peer & Recovery - Restricted	0
Total SUD Restricted Other State Funds	282,728
SUD State Funds	3,423,397
SUD Region V Residential	0
SUD Jail Services/Juvenile Detention	243,526
SUD HIV/AIDS	45,536
Total SUD Unrestricted Other State Funds	3,712,459
Total SUD Other State Funds	3,995,187
Total SUD State Funds	4,939,145
<u>OTHER FUNDS</u>	
SUD Other Funds	0
SUD Federal Retained Earnings	0
SUD State Retained Earnings	0
SUD State Retained Earnings - Regional Programs	0
SUD Other Retained Earnings	0
Total SUD Other Funds	0
<u>LOCAL MATCHING FUNDS</u>	
SUD Local Government Appropriations	35,013,982
SUD Philanthropic Cash Contributions	0
SUD In-Kind Contributions	0
SUD Local Interest Revenue	0
Total SUD Local Matching Funds	35,013,982
Total SUD Funds	43,023,712
<u>SUD ONE-TIME FUNDS</u>	
SUD FBG Alcohol/Drug Treatment (93.959)	0
SUD FBG Women (includes LINK at 6 CSBs) (93.959)	0
SUD FBG Prevention (93.959)	0
SUD FBG Recovery (93.959)	0
SUD One-Time State Funds	0
SUD One-Time Restricted State Funds	0
Total SUD One-Time Funds	0
TOTAL SUD ALL FUNDS	43,023,712

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FY2023 And FY2024 Community Services Performance Contract

FY 2023 Exhibit A: Resources and Services

Local Government Tax Appropriations

Fairfax-Falls Church Community Services Board

City/County	Tax Appropriation
Fairfax County	182,217,777
Fairfax City	2,479,063
Falls Church City	1,123,651
Total Local Government Tax Funds:	185,820,491

Report Date 7/19/2022

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FY2023 And FY2024 Community Services Performance Contract

FY2023 Exhibit A: Resources and Services

Supplemental Information

Reconciliation of Projected Resources and Core Services Costs by Program Area

Fairfax-Falls Church Community Services Board

	MH Services	DV Services	SUD Services	Emergency Services	Ancillary Services	Total
Total All Funds (Page AF-1)	108,293,838	76,362,699	43,023,712			227,680,249
Cost for MH, DV, SUD, Emergency, and Ancillary Services	84,944,060	64,459,250	30,460,066	15,940,003	29,862,870	225,666,249
Difference	23,349,778	11,903,449	12,563,646	-15,940,003	-29,862,870	2,014,000

Difference results from

Other: 2,014,000

Explanation of Other in Table Above:

Acute Care attributed to other CSBs

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FY2023 And FY2024 Community Services Performance Contract

FY2023 Exhibit A: Resources and Services

CSB 100 Mental Health Services

Fairfax-Falls Church Community Services Board

Report for Form 11

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
250 Acute Psychiatric Inpatient Services	4.25 Beds	120	\$2,031,899
310 Outpatient Services	40.62 FTEs	1600	\$9,093,493
312 Medical Services	45.07 FTEs	4200	\$16,897,947
350 Assertive Community Treatment	8.2 FTEs	80	\$2,654,994
320 Case Management Services	88.85 FTEs	3000	\$20,206,288
410 Day Treatment or Partial Hospitalization	8 Slots	50	\$1,545,768
425 Mental Health Rehabilitation	128 Slots	200	\$2,281,454
465 Group Supported Employment	4 Slots	4	\$47,882
460 Individual Supported Employment	12.55 FTEs	400	\$1,518,840
501 Highly Intensive Residential Services	25 Beds	60	\$3,156,982
510 Residential Crisis Stabilization Services	7 Beds	360	\$5,474,828
521 Intensive Residential Services	16 Beds	16	\$2,517,573
551 Supervised Residential Services	157 Beds	157	\$11,854,741
581 Supportive Residential Services	11.75 FTEs	200	\$4,493,282
610 Prevention Services	1.58 FTEs		\$1,168,089
Totals		10,447	\$84,944,060

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

FY2023 And FY2024 Community Services Performance Contract

FY2023 Exhibit A: Resources and Services

CSB 200 Developmental Services

Fairfax-Falls Church Community Services Board

Report for Form 21

Core Services	Projected Service Capacity		Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
320 Case Management Services	65.47	FTEs	1673	\$12,901,765
425 Developmental Habilitation	209	Slots	420	\$22,206,594
430 Sheltered Employment	11	Slots	15	\$1,051,869
465 Group Supported Employment	91	Slots	150	\$6,266,780
460 Individual Supported Employment	0	FTEs	160	\$830,423
510 Residential Crisis Stabilization Services	12	Beds	100	\$2,719,334
521 Intensive Residential Services	43	Beds	43	\$13,729,897
551 Supervised Residential Services	51	Beds	51	\$4,454,336
581 Supportive Residential Services	0	FTEs	140	\$298,252
Totals			2,752	\$64,459,250

FY2023 And FY2024 Community Services Performance Contract

FY2023 Exhibit A: Resources and Services

CSB 300 Substance Use Disorder Services

Fairfax-Falls Church Community Services Board

Report for Form 31

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
250 Acute Substance Use Disorder Inpatient Services	0.75 Beds	45	\$368,391
260 Community-Based Substance Use Disorder Medical Detoxification Inpatient Services	8 Beds	225	\$3,154,748
310 Outpatient Services	0.62 FTEs	40	\$119,477
312 Medical Services	0.66 FTEs	350	\$317,835
313 Intensive Outpatient Services	5.65 FTEs	180	\$1,062,197
335 Medication Assisted Treatment Services	11.59 FTEs	200	\$5,261,227
501 Highly Intensive Residential Services (Medically Managed Withdrawal Services)	4 Beds	180	\$2,148,948
510 Residential Crisis Stabilization Services	9 Beds	35	\$1,317,494
521 Intensive Residential Services	59 Beds	200	\$12,691,061
551 Supervised Residential Services	33 Beds	80	\$2,004,121
610 Prevention Services	7.08 FTEs		\$2,014,567
Totals		1,535	\$30,460,066

FY2023 And FY2024 Community Services Performance Contract

FY2023 Exhibit A: Resources and Services

CSB 400 Emergency and Ancillary Services

Fairfax-Falls Church Community Services Board

Report for Form 01

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
100 Emergency Services	51.72 FTEs	6000	\$15,940,003
318 Motivational Treatment Services	6.1 FTEs	700	\$1,209,809
390 Consumer Monitoring Services	49.85 FTEs	5900	\$9,169,679
720 Assessment and Evaluation Services	65.17 FTEs	10000	\$17,247,291
730 Consumer Run Services (No. Individuals Served)			\$2,236,091
Totals		22,600	\$45,802,873

FY2023 And FY2024 Community Services Performance Contract

Table 2: Board Management Salary Costs

Name of CSB:	Fairfax-Falls Church Community Services Board		FY2023	
Table 2a:	FY 2023	Salary Range	Budgeted Tot.	Tenure
Management Position Title	Beginning	Ending	Salary Cost	(yrs)
Executive Director	\$215,968.59	\$215,968.59	\$215,968.59	4.20

Table 2: Integrated Behavioral and Primary Health Care Questions

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

Yes

2. If yes, who is the partner?

☒ a federally qualified health center

Name: Neighborhood Health and Herndon Healthworks

☐ a free clinic

Name:

☒ a local health department, or

Name: Community Health Care Network

☐ another organization

Name:

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

☒ on-site in a CSB program,

☒ on-site at the primary health care provider, or

☐ another site --specify:

4. Where is behavioral health care provided?

☒ on-site in a CSB program,

☒ on-site at the primary health care provider, or

☐ another site --specify:

Amendment 1
FY22-23 Community Services Performance Contract
Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures

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Amendment 1
FY22-23 Community Services Performance Contract
Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures

Introduction

The Department and CSBs are committed to a collaborative continuous quality improvement (CQI) process aimed at improving the quality, accessibility, consistency, integration, and responsiveness of services across the Commonwealth pursuant to Code § 37.2-508(C) and § 37.2-608(C).

1. Continuous Quality Improvement Framework

The purpose of a standardized CQI process at the state level is to:

1. Increase the reliability and validity of data source(s) for performance metrics and associated accountability/reporting
2. Increase transparency between CSBs and the Department at a federal and state level regarding performance expectations and quality improvement initiatives
3. Strengthen framework for quality improvement at DBHDS that is generally applied across community behavioral health services, developmental services, and state facilities

Meaningful performance expectations are an integral part of the CQI process developed and supported by the Department and CSBs. CSBs' progress in achieving outlined expectations will be monitored and will provide a platform for system-wide improvement efforts. Generally, performance expectations reflect requirements based in statute, regulation, or policy. 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.

The CQI process will utilize goals and benchmarks to measure progress, as defined below:

“Benchmark” refers to the overall target for the state and each individual CSB. For example, a benchmark of 70% means that the objective is for the state average and each individual CSB to achieve 70% on the metric. Benchmarks are set after a defined period of reviewing initial data, obtaining feedback from CSBs and subject matter experts (SME), and addressing any immediate barriers to the implementation of the metric. Whenever possible, SME groups (for example, Quality and Outcomes Committee) utilize national benchmarks and evidence informed approaches to benchmarking.

“Goal” refers to incremental changes of 10% quarterly when a baseline measure is more than 10% lower than the benchmark. In other words, when there is a >10% discrepancy between the benchmark and either an individual CSB or statewide baseline measure, then aim is to reach the goal, not the benchmark. The aim would be to achieve the goal on a quarterly basis, at which point the goal would increase another 10% until it was within 10% of the benchmark. A state goal would replace the state benchmark when the state average is more than 10% less than the benchmark. An individual CSB goal would replace the individual CSB benchmark when the state average is within 10% of the benchmark but the individual CSB is not.

The Department will implement a graduated response to difficulties in meeting goals or benchmarks.

A. Technical assistance (TA)

TA will be offered/provided at the discretion of the Department. TA will be offered if a CSB is not meeting its incremental goal or the Department's established benchmark (do not have to meet both; have to meet one or the other). TA is provided to support CSBs to meet or exceed the goal every quarter. In cases where goal is >30% below benchmark, TA may be offered even if goal is met first quarter. TA may be requested by a CSB. The Department can provide TA even if the CSB disputes the validity of the dashboard data. The Department will work to address CSB-raised concerns or identified Department data issues as part of the Quality Improvement Plan process.

Amendment 1
FY22-23 Community Services Performance Contract
Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures

B. Quality Improvement Plans (QIP)

There are four categories of QIPs. These include CSB Performance QIPs, CSB local system QIPs, Regional QIPs, and Statewide QIPs and are further defined below:

1. **CSB QIPs (Performance and Local system).** A QIP is not automatically triggered by a certain amount of TA, but should not be entered into before at least 6 months of TA (2 quarters of data) have been provided, unless there are extenuating circumstances. QIPs are written collaboratively between the Department and CSB leadership and staff. If it did not occur during the TA process, data issues and opportunities for CSBs to present data from a source outside of CCS3 will be provided prior to determining that a QIP is needed. QIPs include activities to be completed, timelines for completion, responsible parties, and interim goals that are measurable or observable. QIPs should not be written for less than 6 months unless extenuating circumstances. The average QIP will be 12 months.
 - a. A CSB performance QIP is designated when the issue seems to be primarily performance based, and the performance issues could be fixed with changes to processes, procedures, staffing, etc. at the CSB.
 - b. A CSB local system QIP is designated when the issue seems to be primarily driven by factors external to the CSB, but nevertheless factors that the CSB has responsibility to address as the local authority. CSB local system QIPs may name other partners in the local system that need to be brought to the table during the QIP process.
2. **Regional Program Performance QIPs.** Regional QIPs can also be designated as “performance” or “regional systems” QIP, or can be non-designated if there are not clear indications of the drivers. Regional performance QIPs are specific to regional programs and determined as such when the performance issues could be fixed with changes to processes, procedures, staffing, etc. at the regional program. The operational manager would be named first and have a primary responsibility for engagement with the Department; if it is operated by an external provider then the fiscal agent would be named first. Other participating CSBs will be named as well and expected to participate in the QIP process.

C. Corrective Action Plans (CAP)

TA and QIPs are the primary interventions when benchmarks and goals are not met. CAPs are pursued under the following circumstances: goals of QIP are not met and/or there is limited engagement in the QIP process. There may be times where an issue is so severe that a CAP would be necessary where there was not a QIP in place, but this would be under extenuating circumstances. The purpose of the QIP is to have a period of collaborative improvement so that CAPs are not needed. CAPs will remain as currently described in the performance contract.

Implementing the CQI process will be a multi-year, iterative, and collaborative effort to assess and enhance CSB and system-wide performance over time through a partnership among CSBs and the Department in which they are working to achieve a shared vision of a transformed services system. In this process, CSBs and the Department engage with stakeholders to perform meaningful self-assessments of current operations, determine relevant CQI performance expectations and goals, and establish benchmarks for goals, determined by baseline performance, to convert those goals to expectations.

The Department and the CSB may negotiate CSB performance measures in Exhibit D of the performance contract reflecting actions or requirements to meet expectations and goals in the CSB’s CQI plan. As this joint CQI process evolves and expands, the Department and the Virginia Association of Community Services Boards will utilize data and reports submitted by CSBs to conduct a broader scale evaluation of service system performance and identify opportunities for CQI activities across all program areas.

3. Performance Measures

Amendment 1
FY22-23 Community Services Performance Contract
Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures

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

A. Suicide Screening Measure

Percentage of adults who are 18 years old or older and have a new MH or SUD case open (denominator) who received a suicide risk assessment completed within 30 days before or 5 days after the case opening (numerator).

Benchmark: The CSB shall conduct a Columbia screening for at least 86% of individuals with a new MH or SUD case opening

B. Same Day Access Measures

Percentage of individuals who received a SDA assessment and were determined to need a follow-up service who:

- i. Are offered an appointment at an appropriate service within 10 business days; and
- ii. Attend a scheduled follow-up appointment within 30 calendar days.

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

C. SUD Engagement Measure

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

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

D. DLA-20 Measure

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

Benchmark: **At least 35%** of individuals receiving 310 Outpatient Services in Program Areas 100 and/or 300 scoring below a 4.0 on a DLA-20 assessment will demonstrate at least 0.5 growth within two fiscal quarters.

4. Additional Expectations and Elements Being Monitored

Below are data elements and expectations that were put into place prior to the data quality and benchmarking review process as of March 1, 2022, and are still general, active expectations regarding CSB operations and implementation.

A. Outpatient Primary Care Screening and Monitoring

1. Primary Care Screening Measures

- a. **Objective 1:** Any child diagnosed with a serious emotional disturbance and receiving ongoing CSB behavioral health service or any adult diagnosed with a serious mental illness and receiving ongoing CSB behavioral health service will be provided or referred for a primary care screening on a yearly basis.

Amendment 1
FY22-23 Community Services Performance Contract
Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures

- i. For the implementation of Objective 1, “ongoing behavioral health service” is defined as “child with SED receiving Mental Health Targeted Case Management or adult with SMI receiving Mental Health Targeted Case Management”. These clients are required to be provided with a yearly primary care screening to include, at minimum, height, weight, blood pressure, and BMI.
 - ii. This screening may be done by the CSB or the individual may be referred to a primary care provider to have this screening completed. If the screening is done by a primary care provider, the CSB is responsible for the screening results to be entered in the patient’s CSB electronic health record. The CSB will actively support this connection and coordinate care with physical health care providers for all service recipients.
- b. **Objective 2:** Screen and monitor any individual over age 3 being prescribed an antipsychotic medication by CSB prescriber for metabolic syndrome following the American Diabetes Association guidelines. The population includes all individuals over age 3 who receive psychiatric medical services by the CSB.
2. **Benchmark:** CSB and DBHDS will work together to establish.
3. **Outcomes:** To provide yearly primary care screening to identify and provide related care coordination to ensure access to needed physical health care to reduce the number of individuals with serious mental illness (SMI), known to be at higher risk for poor physical health outcomes largely due to unidentified chronic conditions.
4. **Monitoring:** CSB must report the screen completion and monitoring completion in CCS monthly submission to reviewed by the Department.

B. Outpatient Services

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

1. **Measures:** CSBs shall provide an appointment to a high quality CSB outpatient provider or a referral to a non-CSB outpatient behavioral health service within 10 business days of the completed SDA intake assessment, if clinically indicated.
 - a. All CSB will establish a quality management program and continuous quality improvement plan to assess the access, quality, efficiency of resources, behavioral healthcare provider training, and patient outcomes of those individuals receiving outpatient services through the CSBs. This may include improvement or expansion of existing services, the development of new services, or enhanced coordination and referral process to outpatient services not directly provided by the CSB.
 - b. Expertise in the treatment of trauma related conditions are to be established
2. **Benchmark:** CSBs should provide a minimum for outpatient behavioral healthcare providers of 8 hours of trauma focused training in treatment modalities to serve adults, children/adolescents and their families within the first year of employment and 4 hours in each subsequent years or until 40 hours of trauma focused treatment can be demonstrated.
3. **Monitoring:** The CSB shall complete and submit to the Department quarterly DLA-20 composite scores through CCS as well as provide training data regarding required trauma training yearly in July when completing federal Block Grant reporting.

5. Service Members, Veterans, and Families

A. Training

Measures: Percentage of CSB direct services staff who receive military cultural competency training

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Benchmark: Is provided to 100% of CSB staff delivering direct services to the SMVF population. Direct services include, but are not limited to, those staff providing crisis, behavioral health outpatient and case management services.

B. Presenting for Services

Measures: Percentage of clients with SMVF status presenting for services

Benchmark: Is tracked for 90% of individuals presenting for services

C. Referral Destination

Measures: Percentage served referred to SMVF referral destination

Benchmark: Of those served by the CSB who are SMVF, at least 70% will be referred to Dept. of Veterans Services (DVS), Veterans Health Administration facilities and services (VHA), and/or Military Treatment Facilities and services (MTF) referral destination

D. Columbia Suicide Severity Rating Scale

Measure: Percentage of SMVF for whom suicide risk screening using the Columbia Suicide Severity Rating Scale brief screen is conducted

Benchmark: Is conducted for 60% of SMVF for Year 1 (July 1, 2021 through June 30, 2022)

E. Monitoring

CSB must report all data through its CCS monthly submission.

6. Peer and Family Support Services

A. Certification and Registration

1. **Measure:** Peer Supporters will obtain certification and registration (Board of Counseling) within 18 months of hire.
2. **Benchmark:** 80% of Peer Supporters will become a Peer Recovery Specialist within one year of hire.

B. Unduplicated individuals receiving Peer Services

1. **Measure:** Total number of unduplicated individuals receiving Peer Services will continue to increase.
2. **Benchmark:** Total number of unduplicated individuals receiving Peer Services will continue to increase 5% annually. Year 1 will allow for a benchmark and this percentage will be reviewed going into year two.

C. Individual contacts (repeat/duplicated) receiving Peer or Family Support Services

1. **Measure:** Total number of individual contacts (repeat/duplicated) receiving Peer or Family Support Services will increase annually for individual and group.
2. **Benchmark:** Total number of individual contacts for Peer or Family Support Services will increase 5% annually (only applies to service codes and locations where Peer and/or Family Support Services are delivered). Year 1 will allow for a benchmark and this percentage will be review going into year two for individual and group.

D. Peer Support Service units (15-minute increments)

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

E. Closing Programs

1. **Measure:** CSB will inform DBHDS when Recovery oriented peer services programs are closing,
2. **Benchmark:** CSB will inform Office of Recovery Services (ORS) Director within 30 days prior to Recovery oriented peer services programs are set to close.

F. Monitoring

CSB must report data through its CCS monthly submission.

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8. Continuity of Care for State Hospital Discharges

- A. Measure:** Percent of individuals for whom the CSB is the identified case management CSB who keep a face-to-face (non-emergency) service appointment within seven calendar days after discharge from a state hospital.
- B. Benchmark:** **At least 80 percent** of these individuals shall receive a face-to-face (non-emergency) service from the CSB within seven calendar days after discharge.
- C. Monitoring:** The Department shall monitor this measure through comparing AVATAR data on individuals discharged from state hospitals to the CSB with CCS data about their dates of mental health outpatient services after discharge from the state hospital and work with the CSB to achieve this benchmark utilizing the process document provided by the Department if it did not meet it.

9. Residential Crisis Stabilization Unit (RCSU) Utilization

- A. Measure:** Percent of all available RCSU bed days for adults utilized annually.
- B. Benchmark:** The CSB that operates an RCSU shall ensure that the RCSU, once it is fully operational, achieves an annual average utilization rate of **at least 75 percent** of available bed days.
- C. Monitoring:** The Department shall monitor this measure using data from CCS service records and CARS service capacity reports and work with the CSB to achieve this benchmark if it did not meet it.

10. General Performance Goal and Expectation

- A.** For individuals currently receiving services, the CSB has a protocol in effect 24 hours per day, seven days per week (a) for service providers to alert emergency services staff about individuals 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. Individuals with co-occurring mental health and substance use disorders are welcomed and engaged promptly in an integrated screening and assessment process to determine the best response or disposition for continuing care. The CSB shall provide this protocol to the Department upon request. During its inspections, the Department's Licensing Office may examine this protocol to verify this affirmation as it reviews the CSB's policies and procedures.
- B.** For individuals hospitalized through the civil involuntary admission process in a state hospital, private psychiatric hospital, or psychiatric unit in a public or private hospital, including those who were under a temporary detention or an involuntary commitment order or were admitted voluntarily from a commitment hearing, and referred to the CSB, the CSB that will provide services upon the individual's discharge has in place a protocol to assure the timely discharge of and engage those individuals in appropriate CSB services and supports upon their return to the community. The CSB monitors and strives to increase the rate at which these individuals keep scheduled face-to-face (non-emergency) service visits within seven business days after discharge from the hospital or unit. Since these individuals frequently experience co-occurring mental health and substance use disorders, CSB services are planned as co-occurring capable and promote successful engagement of these individuals in continuing integrated care. The CSB shall provide this protocol to the Department upon request. During its inspections, the Department's Licensing Office may examine this protocol to verify this affirmation as it reviews the CSB's policies and procedures.

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11. Emergency Services Performance Goal and Expectation

- A.** 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 is completed by a certified preadmission screening evaluator who is available within one hour of initial contact for urban CSBs and within two hours of initial contact for rural CSBs.
- B.** Every preadmission screening evaluator is hired with knowledge, skills, and abilities to establish a welcoming environment for individuals with co-occurring disorders and performing hopeful engagement and integrated screening and assessment.
- C.** Pursuant to subsection B of § 37.2-817 of the Code of Virginia, a preadmission screening evaluator, or through a mutual arrangement an evaluator from another CSB, attends each commitment hearing, initial (up to 30 days) or recommitment (up to 180 days), for an adult held in the CSB's service area or for an adult receiving services from the CSB held outside of its service area in person, or, if that is not possible, the preadmission screening evaluator participates 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.
- D.** In preparing preadmission screening reports, the preadmission screening evaluator considers 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 other persons (e.g., family members or partners). Reports reference the relevant clinical information used by the preadmission screening evaluator. During its inspections, the Department's Licensing Office may verify this affirmation as it reviews services records, including records selected from a sample identified by the CSB for individuals who received preadmission screening evaluations.
- E.** If the emergency services intervention occurs when an individual has been admitted to a hospital or hospital emergency room, the 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 individual's service record at the CSB with a progress note or with a notation on the preadmission screening form that is included in the individual's service record. During its inspections, the Department's Licensing Office may verify this affirmation as it reviews services records, including records selected from a sample identified by the CSB for individuals who received preadmission screening evaluations, for a progress note or a copy of the preadmission screening form.

12. Mental Health and Substance Abuse Case Management Services Performance Expectation

- A.** Case managers are hired with the goal of becoming welcoming, recovery-oriented, and co-occurring competent to engage all individuals receiving services in empathetic, hopeful, integrated relationships to help them address multiple issues successfully.
- B.** Reviews of the individualized services plan (ISP), including necessary assessment updates, are conducted with the individual quarterly or every 90 days and include significant changes in the individual's status, engagement, participation in recovery planning, and preferences for services; and the ISP is revised accordingly to include an individual-directed wellness plan that addresses crisis self-management strategies and implements advance directives, as desired by the individual. For those individuals 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 individual's concerns. During its

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inspections, the Department's Licensing Office may verify this affirmation as it reviews ISPs, including those from a sample identified by the CSB of individuals who discontinued case management services.

- C. The CSB has policies and procedures in effect to ensure that, during normal business hours, case management services are available to respond in person, electronically, or by telephone to preadmission screening evaluators of individuals with open cases at the CSB 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. During its inspections, the Department's Licensing Office may verify this affirmation as it examines the CSB's policies and procedures.
- D. For an individual who has been discharged from a state hospital, private psychiatric hospital, or psychiatric unit in a public or private hospital or released from a commitment hearing and has been referred to the CSB and determined by it to be appropriate for its case management services program, a preliminary assessment is initiated at first contact and completed, within 14 but in no case more than 30 calendar days of referral, and an individualized services plan (ISP) is initiated within 24 hours of the individual's admission to a program area for services in its case management services program 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 an individual's treatment preferences, if available, is included in the clinical record. During its inspections, the Department's Licensing Office may verify these affirmations as it reviews services records.
- E. For individuals 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 individual are documented. The CSB has a procedure in place to routinely review the rate of and reasons for refused or discontinued case management services and takes appropriate actions when possible to reduce that rate and address those reasons. The CSB shall provide a copy of this procedure to the Department upon request. During its inspections, the Department's Licensing Office may examine this procedure to verify this affirmation.

13. Co-Occurring Mental Health and Substance Use Disorder Performance Expectation

The CSB ensures that, as part of its regular intake processes, every adolescent (ages 12 to 18) and adult presenting for mental health or substance use disorder services is screened, based on clear clinical indications noted in the services record or use of a validated brief screening instrument, for co-occurring mental health and substance use disorders. If screening indicates a need, the CSB assesses the individual for co-occurring disorders. During its onsite reviews, staff from the Department's Office of Community Behavioral Health Services may examine a sample of service records to verify this affirmation.

14. Data Quality Performance Expectation

- A. The CSB submits 100 percent of its monthly CCS consumer, type of care, and services file extracts to the Department in accordance with the schedule in Exhibit E of the performance contract and the current CCS Extract Specifications and Business Rules, a submission for each month by the end of the following month for which the extracts are due. The Department will monitor this measure quarterly by analyzing the CSB's CCS submissions and may negotiate an Exhibit D with the CSB if it fails to meet this goal for more than two months in a quarter.
- B. The CSB monitors the total number of consumer records rejected due to fatal errors divided by the total consumer records in the CSB's monthly CCS consumer extract file. If the CSB experiences a fatal error rate of more than five percent of its CCS consumer records in more than one monthly submission, the CSB develops and implements 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. The Department will monitor this affirmation by analyzing the CSB's CCS submissions.

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1. The CSB ensures that all required CCS data is collected and entered into its information system when a case is opened or an individual is admitted to a program area, updated at least annually when an individual remains in service that long, and updated when an individual is discharged from a program area or his case is closed.
 2. The CSB identifies situations where data is missing or incomplete and implements a data quality improvement plan to increase the completeness, accuracy, and quality of CCS data that it collects and reports.
 3. The CSB monitors the total number of individuals without service records submitted showing receipt of any substance use disorder service within the prior 90 days divided by the total number of individuals with a TypeOfCare record showing a substance use disorder discharge in those 90 days. If more than 10 percent of the individuals it serves have not received any substance use disorder services within the prior 90 days and have not been discharged from the substance use disorder services program area, the CSB develops and implements a data quality improvement plan to reduce that percentage to no more than 10 percent.
- C. The Department will monitor this affirmation by analyzing the CSB's CCS submissions.

15. Employment and Housing Opportunities Expectation

The CSB reviews and revises, if necessary, its joint written agreement, required by subdivision A.12 of § 37.2-504 or subsection 14 of § 37.2-605 of the Code of Virginia, with the Department of Aging and Rehabilitative Services (DARS) regional office to ensure the availability of employment services and specify DARS services to be provided to individuals receiving services from the CSB.

- A. The CSB works with employment service organizations (ESOs) where they exist to support the availability of employment services and identify ESO services available to individuals receiving services from the CSB. Where ESOs do not exist, the CSB works with other entities to develop employment services in accordance with State Board Policy 1044 (SYS) 12-1 to meet the needs of employment age (18-64) adults who choose integrated employment.
- B. Pursuant to State Board Policy 1044, the CSB ensures its case managers discuss integrated, community-based employment services at least annually with adults currently receiving services from it, include employment related goals in their individualized services and supports plans if they want to work, and when appropriate and as practicable engage them in seeking employment services that comply with the policy in a timely manner.
- C. The CSB reviews and revises, if necessary, its joint written agreements, required by subdivision 12 of subsection A of § 37.2-504 or subsection 14 of § 37.2-605 of the Code of Virginia, with public housing agencies, where they exist, and works with planning district commissions, local governments, private developers, and other stakeholders to maximize federal, state, and local resources for the development of and access to affordable housing and appropriate supports for individuals receiving services from the CSB.
- D. The CSB works with the Department through the VACSB Data Management Committee, at the direction of the VACSB Executive Directors Forum, to collaboratively establish clear employment and stable housing policy and outcome goals and develop and monitor key housing and employment outcome measures.

Amendment 1**Exhibit E: FY2022 AND FY2023 Performance Contract Schedule and Process**

DUE DATE	DESCRIPTION
5-20-22	<ol style="list-style-type: none"> 1. The Office of Fiscal and Grants Management (OFGM) distributes the Letters of Notification to CSBs with of state and federal block grant funds. <p>NOTE: <u>This is contingent on the implementation of the fiscal year budget as passed by the General Assembly and signed into law by the Governor. The Code of Virginia allows the Governor to make certain adjustments to the Budget. Changes in Federal legislation, inclement weather and uncertain revenue collections, are just a few examples of events that may require adjustments to the budget in order to maintain the balanced budget as required by Virginia's constitution.</u></p> <ol style="list-style-type: none"> 2. The Department's Office of Information Services and Technology (OIS&T) distributes the current fiscal year performance contract software through the Community Automated Reporting System (CARS) to CSBs. CSBs must only provide allocations of state and federal funds or amounts subsequently revised by or negotiated and approved by the Department and have actual appropriated amounts of local matching funds.
06-24-22	<ol style="list-style-type: none"> 1. CSB must complete Exhibit A, Table 2 Board Management and Salary Cost and Integrated Behavioral and Primary Health Care Questions through the CARS application. 2. During June and July, the OFGM prepares the electronic data interchange transfers for the first two semi- monthly payments (for July payments) of state and federal for the CSBs. This will include 1/8th of any approved amounts of federal funds that are distributed on a state fiscal year basis. All other federal funds after this disbursements must be invoiced by the CSBs pursuant to the performance contract.
07-01-22	<ol style="list-style-type: none"> 1. The current fiscal year performance contract or contract revisions should be signed and submitted electronically by the CSBs. This should include any applicable Exhibits D that may be due at this time to the Office of Management Services (OMS) sent to the performancecontractsupport@dbhds.virginia.gov email address. 2. If the CSB has not met or maintained the minimum 10 percent local matching funds requirement at the end of the previous fiscal year, it must submit a written request for a waiver, pursuant to § 37.2-509 of the Code and State Board Policy 4010, and the Minimum Ten Percent Matching Funds Waiver Request Guidelines sent to the OMS performancecontractsupport@dbhds.virginia.gov email address. 3. The OFGM prepares the transfers for payments 3 and 4 during July and August (for August payments) of state and federal funds. If the CSB CARS report data is not complete the payment(s) may not be released until the complete report is received. Once received these two semi-monthly payments will be processed and disbursed with the next scheduled payment.
07-15-22	The OIS&T distributes the end of the fiscal year performance contract report through CARS.
07-29-22	CSBs submit their June Community Consumer Submission (CCS) extract files for June.
08-19-22	<ol style="list-style-type: none"> 1. CSBs submit their complete CCS extract files for total (annual) CCS service unit data. The Department will not accept any other corrections to the end of year CCS report after this date. 2. OFGM prepares the transfers for payments 5 and 6 during August and September (September payments) of state and federal funds.

Amendment 1**Exhibit E: FY2022 AND FY2023 Performance Contract Schedule and Process**

DUE DATE	DESCRIPTION
08-31-22	<ol style="list-style-type: none"> 3. CSBs send complete end of the fiscal year report through the CARS application. 4. The OMS reviews program services sections of the reports for any discrepancies and works with the CSBs to resolves deficiencies. 5. OFGM reviews financial portions of reports for any discrepancies and works with CSBs to resolve deficiencies.
9-16-2022	<ol style="list-style-type: none"> 1. <u>CSBs must resubmit approved revised program and financial reports through the CARS application no later than 09-16-2022. This is the final closeout date. The Department will not accept CARS report corrections after this date.</u> 2. CSBs submits their July CCS monthly extract files for July. This is the initial FY 2023 CCS monthly extract files. 3. OFGM prepares transfers for payments 7 and 8 during September and October (October payments). Payments may not be released without receipt of a CSB final end of the fiscal year CCS data.
09-30-22	<ol style="list-style-type: none"> 1. All CSB signed performance contracts and applicable Exhibits D are due to the Department for final signature by the Commissioner pursuant to § 37.2-508 of the Code. <u>Inaccurate or no submission of reports from 9/16/2022 and/or unsigned performance contracts will be out of compliance and may result in a one- time, one percent reduction not to exceed \$15,000 of state funds apportioned for CSB administrative expenses.</u> 2. CSBs submit their CCS monthly extract files for August.
10-03-22	<ol style="list-style-type: none"> 1. After the Commissioner signs the contracts, a fully executed copy of the performance contract and applicable Exhibits D will be sent to the CSBs electronically by OMS. 2. OFGM prepares transfers for payments 9 and 10 during October and November (November payments).
10-14-22	CSBs submit Federal Balance Reports to the OFGM.
10-31-22	<ol style="list-style-type: none"> 1. CSBs submit CCS monthly extract files for September. 2. OFGM prepare transfers for payments 11 and 12 during November and December (December payments). Payments may not be released without receipt of September CCS submissions and final Federal Balance Reports.
11-30-22	CSBs submit their CCS monthly extract files for October.
12-02-22	<ol style="list-style-type: none"> 1. CSBs that are not local government departments or included in local government audits send one copy of their Certified Public Accountant (CPA) audit reports for the previous fiscal year on all CSB operated programs to the Department's Office of Budget and Financial Reporting (OBFR). 2. CSBs submit a copy of CPA audit reports for all contract programs for their last full fiscal year, ending on June 30th, to the OBFR. For programs with different fiscal years, reports are due three

Amendment 1**Exhibit E: FY2022 AND FY2023 Performance Contract Schedule and Process**

DUE DATE	DESCRIPTION
	<p>months after the end of the year.</p> <ol style="list-style-type: none"> The CSBs shall have a management letter and plan of correction for identified material deficiencies which must be sent with these reports. Audit reports for CSBs that are local government departments or are included in local government audits are submitted to the Auditor of Public Accounts (APA) by the local government. The CSB must forward a plan of correction for any audit deficiencies to the OBFR. To satisfy federal grant sub-recipient monitoring requirements imposed on the Department under the Single Audit Act, a CSB that is a local government department or is included in its local government audit shall contract with the same CPA audit firm that audits its locality to perform testing related to the federal grants. Alternately, the local government's internal audit department can work with the CSB and the Department to provide the necessary sub-recipient monitoring information. If the CSB receives an audit identifying material deficiencies or containing a disclaimer or prepares the plan of correction referenced in the preceding paragraph, the CSB and the Department will work together to address the deficiencies as required in the performance contract.
12-30-22	<ol style="list-style-type: none"> OFGM prepares transfers during December for payment 13 through 16 (January and February payments). CSBs end of the fiscal year performance contract reports not accurate, incomplete, and/or CCS monthly extracts for October that have not been received, payments may not be released. CSBs submit their CCS monthly extract files for November.
01-06-23	The OIS&T distributes mid-year performance contract report CARS software.
01-31-23	CSBs submit their CCS monthly extract files for December.
02-17-23	<ol style="list-style-type: none"> CSBs send complete mid-year performance contract reports and a revised Table 1: Board of Directors Membership Characteristics through the CARS application. OFGM prepares transfers during February for payment 17 and 18 (March payments) for CSBs whose monthly CCS extract for December and CARS reports not received by the end of January, payments may not be released.
02-28-23	CSBs submit their CCS extract files for January. CSBs whose monthly CCS extract files for January were not received by the end of the month, payments may not be released.
03-31-23	<ol style="list-style-type: none"> CSBs submit their CCS extract files for February. OFGM prepares transfers during March for payments 19 and 20 (April payments) for CSBs whose complete mid-year performance contract reports, payments may not be released. CSB must submit their final, complete and accurate mid-year performance contract reports through CARS.
04-28-23	<ol style="list-style-type: none"> CSBs submit their CCS monthly extract files for March by this date. OFGM prepares transfers during April for payments 21 and 22 (May payments) for CSBs whose mid-year performance contract reports have not been verified as accurate and internally consistent and whose monthly CCS3 extract files for February were not received by the end of the month. Payments may not be released.
05-31-23	<ol style="list-style-type: none"> CSBs submit their CCS monthly extract files for April for CSBs whose monthly CCS extract

Amendment 1**Exhibit E: FY2022 AND FY2023 Performance Contract Schedule and Process**

DUE DATE	DESCRIPTION
	<p>files for April were received by the end of May.</p> <p>2. <u>If April CCS extract files are not received by May 31st, this may delay or even eliminate payment 24 due to time restrictions on when the Department can send transfers to the Department of Accounts for payment 24.</u></p> <p>3. OFGM prepares transfers during May for payment 23 and 24 (June payments) for CSBs whose monthly CCS extract files for March were not received by the end of April, payments may not be released.</p>
06-30-23	CSBs submit their CCS monthly extract files for May.

Amendment 1**Exhibit E: Exhibit E: FY2022 AND FY2023 Performance Contract Schedule and Process****I. Administrative Performance Requirements**

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

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

Amendment 1

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

I. Administrative Performance Requirements

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

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

J. Performance Contract Revision Instructions:

1. The CSB may revise Exhibit A of its signed contract only in the following circumstances:
2. a new, previously unavailable category or subcategory of services is implemented;
3. an existing category or subcategory of services is totally eliminated;
4. a new program offering an existing category or subcategory of services is implemented;
5. a program offering an existing category or subcategory of services is eliminated;
6. new restricted or earmarked state or federal funds are received to expand an existing service or establish a new one;
7. state or federal block grant funds are moved among program (mental health, developmental, or substance use disorder) areas or emergency or ancillary services (an exceptional situation);
8. allocations of state, federal, or local funds change; or
9. a major error is discovered in the original contract.
10. Revisions of Exhibit A shall be submitted using the CARS application

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I. Background

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

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

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

II. Defined Terms

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

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

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

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

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

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

Equipment – Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. General Federal Grant Requirements for the Department and CSBs

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

A. SAMHSA GRANTS

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

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

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

3. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS**

Awards: The NOA issued is subject to the administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75 (<https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=0ddb69baec587eeea4ab7e6a68c4acb0&mc=tr ue&r=PART&n=pt45.1.75.>)

4. **Award Expectations:** The eligibility and program requirements originally outlined in the FOA must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as reflected in the FOA and related policy and guidance. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by Substance Abuse and Mental Health Services Administration (SAMHSA). Subrecipient must comply with the Scope of Services of their award.
5. **Flow down of requirements to sub-recipients:** The grantee, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 45 CFR 75.351 – 75.353, Subrecipient monitoring and management.
6. **Risk Assessment:** SAMHSA's Office of Financial Advisory Services (OFAS) may perform an administrative review of the subrecipient organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75 and 2 CFR 200, as applicable. DBHDS reviews and determines the risk associated with its Subrecipient. As part of the risk assessment process, DBHDS may perform an administrative review of the subrecipient's financial management system.
7. **Improper Payments:** Any expenditure by the Subrecipient which is found by auditors, investigators, and other authorized representatives of DBHDS, the Commonwealth of Virginia, the U.S. Department of Health and Human Services, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of the NOA, FOA, or this Exhibit, or involving any fraudulent, deceptive, or misleading representations or activities of the Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by DBHDS for the given program or any other funding agreements between DBHDS and the Subrecipient. This provision shall survive the expiration or termination of the applicable Performance Contract.

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8. **Treatment of Property and Equipment:** If the Program permits the Subrecipient or entities that receive funding from the Subrecipient to purchase real property or equipment with grant funds, the Program retains a residual financial interest, enabling the Program to recover the assets or determine final disposition. This will be accomplished on a case-by-case basis, according to the federal grant guidelines applicable to the grant that is funding the service(s) in accordance with 2 CFR 200.33 and 45 CFR 75.2. Equipment is defined in the defined terms section of this Exhibit.
9. **Program Income:** Program income accrued under this grant award must be reported to the Recipient and must be used to further the objectives of the grant project and only for allowable costs.
10. **Financial Management:** The Subrecipient shall maintain a financial management system and financial records and shall administer funds received in accordance with all applicable federal and state requirements, including without limitation:
- 1) the Uniform Guidance, 2 C.F.R. Part 200 and 45 C.F.R. Part 75;
 - 2) the NOA; and
 - 3) FOA.

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

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

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

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

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

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

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

13. **Standards for Documentation of Personnel Expenses:** The Subrecipient shall comply with 2 CFR 200.430 and 45 CFR 75.430 Compensation-Personal Services and 2 CFR 200.431 and 45 CFR 75.431 Compensation-Fringe Benefits as required by the Federal Office of Management and Budget (OMB) Circular 2 CFR 200 (Cost Principles for State, Local and Indian Tribal Government). Per Standards for Documentation of Personnel Expenses 45 CFR 75.430(x)(3) in accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR Part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section (45 CFR 75.430), must also be supported by the appropriate records.
14. **Non-Supplant:** Federal award funds must supplement, not replace (supplant) nonfederal funds. Applicants or award recipients and Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.
15. **Unallowable Costs:** All costs incurred prior to the award issue date and costs not consistent with the FOA, 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable.
16. **Executive Pay:** The Consolidated Appropriations Act, 2021 (Public Law 116-260), signed into law on December 27, 2020 restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 2, 2022, the salary limitation for Executive Level II is \$203,700.
17. **Intent to Utilize Funding to Enter into a Procurement/Contractual Relationship:** If the Subrecipient utilizes any of these funds to contract for any goods or services, the Subrecipient must ensure that the resultant contract complies with the terms of Appendix II, 45 C.F.R. 75 which governs the contractual provisions for non-federal entity contracts under federal awards issued by the Department of Health and Human Services.
18. **Ad Hoc Submissions:** Throughout the project period, SAMHSA or DBHDS may require submission of additional information beyond the standard deliverables. This information may include, but is not limited to the following:
 - Payroll
 - Purchase Orders
 - Contract documentation
 - Proof of Project implementation
19. **Conflicts of Interest Policy:** Subrecipient must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:
 - Address conditions under which outside activities, relationships, or financial interest are proper or improper;
 - Provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official;
 - Include a process for notification and review by the responsible official of potential or actual violations of the standards; and
 - Specify the nature of penalties that may be imposed for violations.

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20. **Administrative and National Policy Requirements:** Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/recipient/subrecipient must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, or Executive order. In some cases they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.
21. **Marijuana Restriction:** Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. 75.300(a) (requiring HHS to “ensure that Federal funding is expended in full accordance with U.S. statutory requirements.”); 21 U.S.C. § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Agency and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.
22. **Confidentiality of Alcohol and Drug Abuse Patient Records:** The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR Part 2. The recipient and/or subrecipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.
23. **Drug-Free Workplace:** The Subrecipient agrees to 1) provide a drug-free workplace for the Subrecipient’s employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Suprecipient that the Subrecipient maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
24. **Promotional Items:** Pursuant to 2 CFR 200.421 and 45 CFR 75.421, SAMHSA grant funds may not be used for Promotional Items. Promotional items include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags. HHS Policy on the Use of Appropriated Funds for Promotional Items:
<https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-promotionalitems/index.html>
25. **SAM and DUNS Requirements:** This award is subject to requirements as set forth in 2 CFR 25.310 Appendix A System of Award Management (SAM) and Data Universal Number System (DUNS) numbers. 2 CFR Part 25 - Appendix A4 SAM and Universal Identifier Requirements. This includes the following:
A. Requirement for SAM: Unless exempted from this requirement under 2 CFR 25.110, the

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Subrecipient must maintain its information in SAM, until the end of the calendar year in which the grant(s) from which funding is received expire. The information must be reviewed and updated at least annually after the initial registration, and more frequently if required by changes in the information or the addition of another award term.

- B. Requirement for Unique Entity Identifier (UEI) if you are authorized to make subawards under this award, you:
1. Must notify potential Subrecipient that no governmental organization, foreign public entity, domestic or foreign nonprofit organization, or Federal agency serving as a subrecipient may receive a subaward unless the entity has provided its UEI; and
 2. May not make a subaward to a governmental organization, foreign public entity, domestic or foreign nonprofit organization, or Federal agency serving as a subrecipient, unless the entity has provided its UEI.
26. **Acknowledgement of Federal Funding in Communications and Contracting:** As required by HHS appropriations acts, all HHS recipients and Subrecipient must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients and Subrecipient are required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.
27. **Acknowledgement of Federal Funding at Conferences and Meetings:** Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award. The HHS awarding agency may authorize exceptions where appropriate for programs including Indian tribes, children, and the elderly. See also 45 CFR 75.438, 75.456, 75.474, and 75.475.
- When a conference is funded by a grant or cooperative agreement, the recipient and/or subrecipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites):
- Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.
- Conference materials and other publications must include language that conveys the following:
- a. The publication, event or conference was funded [in part or in whole] by SAMHSA Grant (Enter Grant Number from the appropriate federal NOA that was sent out to your CSB);
 - b. The views expressed in written materials or by conference speakers and moderators do not necessarily reflect the official policies of the U.S. Department of Health and Human Services or the Executive Branch of the Commonwealth of Virginia;
 - c. Mention of trade names, commercial practices or organizations does not imply endorsement by the U.S. Government or the Commonwealth of Virginia.
28. **Mandatory Disclosures:** Consistent with 2 CFR 200.113 and 45 CFR 75.113, the Subrecipient must disclose in a timely manner, in writing to the HHS Office of Inspector General (OIG), all information

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

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

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

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

29. **Lobbying Restrictions:** Pursuant to 2 CFR 200.450 and 45 CFR 75.450, no portion of these funds may be used to engage in activities that are intended to support or defeat the enactment of legislation before the Congress or Virginia General Assembly, or any local legislative body, or to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any federal, state or local government, except in presentation to the executive branch of any State or local government itself. No portion of these funds can be used to support any personnel engaged in these activities. These prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
30. **Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), amended by 2 C.F.R. Part 175:**
The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:
- a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b) Procure a commercial sex act during the period of time that the award is in effect; or,
 - c) Use forced labor in the performance of the award or subawards under the award. The text of the full award term is available at 2 C.F.R. 175.15(b). See <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>
31. **Accessibility Provisions:** Recipients and Subrecipient of Federal Financial Assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that recipients and Subrecipient of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency.

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

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

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

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

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

32. **Executive Order 13410: Promoting Quality and Efficient Health Care:** This Executive Order promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all recipients and Subrecipient that electronically exchange patient level health information to external entities where national standards exist must:
 - a) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through their federally funded agreement/contract with DBHDS. Please consult www.healthit.gov for more information, and
 - b) Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant. For additional information contact: Jim Kretz, at 240-276-1755 or Jim.Kretz@samhsa.hhs.gov.
33. **Travel:** Funds used to attend meetings, conferences or implement the activities of this grant must not exceed the lodging rates and per diem for Federal travel and Meal/Incidental expenses provided by the General Services Administration. These rates vary by jurisdiction.
34. **English Language:** All communication between the Pass-Through Agency and the Subrecipient must be in the English language and must utilize the terms of U.S. dollars. Information may be translated into other languages. Where there is inconsistency in meaning between the English language and other languages, the English language meaning shall prevail.
35. **Intangible Property Rights:** Pursuant to 2 CFR 200.315 and 45 CFR 75.322:
 - A. Title to intangible property (as defined in the Definitions Section of this Exhibit) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose, and must not encumber the property without approval of the Federal awarding agency (SAMHSA). When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR 200.313(e) and 45 CFR 75.320(e).
 - B. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so.
 - C. The non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401.

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D. The Federal Government has the right to: 1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal Award; and 2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

E. Freedom of Information Act:

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

2) Published research findings means when:

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

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

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

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

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

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

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

36. **National Historical Preservation Act and Executive Order 13287, Preserve America:** The Subrecipient must comply with this federal legislation and executive order.
37. **Welfare-to-Work:** The Subrecipient is encouraged to hire welfare recipients and to provide additional needed training and mentoring as needed.
38. **Applicable Laws and Courts:** Awards of federal funds from DBHDS shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Subrecipient shall comply with all applicable federal, state and local laws, rules and regulations.

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39. **Immigration Reform and Control Act of 1986:** The Subrecipient certifies that the Subrecipient does not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
40. **Construction Purchases:** SAMHSA grant funds may not be used for the purchase or construction of any building or structure to house any part of the program (Applicants may request up to \$5,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project).
41. **Residential or Outpatient Treatment:** SAMHSA grant funds may not be used to provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible).
42. **Inpatient Services:** SAMHSA grant funds may not be used to provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.
43. **Direct Payments to Individuals:** SAMHSA grant funds may not be used to make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services. Note: A recipient or treatment or prevention provider may provide up to \$30 in non-cash incentives to individuals to participate in required data collection follow-up and other treatment or prevention services.
44. **Meals:** Meals are allowable so long as they are part of conferences or allowable non-local travel and do not exceed the per diem reimbursement rate allowed for the jurisdiction by the General Services Administration. Grant funds may be used for light snacks, not to exceed \$3.00 per person per day.
45. **Sterile Needles or Syringes:** Funds may not be used to provide sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.
46. **Compliance with Federal Regulations/Statute/Policy:** The Subrecipient agrees to enforce, administer, and comply with any applicable federal regulations, statutes, or policies that are not otherwise mentioned including 2 C.F.R. § 200, 45 C.F.R. § 75, the Health and Human Services Grants Policy Statement, or any other source.

B. Treasury Grants

1. **Grant Oversight:** The CSBs and the Department are legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 2 CFR 200.331 - 200.333, Sub-recipient monitoring and management.
2. **Acceptance of the Terms of an Award:** By drawing or otherwise obtaining funds, the Subrecipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the Subrecipient cannot accept the terms, the Subrecipient should notify the Program contact at DBHDS prior to the agreement. Once the

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agreement is signed by the Subrecipient, the contents are binding on the Subrecipient unless and until modified by a revised agreement signed by DBHDS.

3. Certification Statement: By invoicing DBHDS for funds, the Subrecipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and drawdown funds. Recipients of Coronavirus State and Local Recovery Funds, and their subrecipients, must comply with all terms and conditions of their awards, including: (a) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (b) applicable requirements or limitations in appropriations acts; and (c) any requirements specific to the particular award specified in program policy and guidance.
4. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: The agreement issued is subject to the administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200.
5. Award Expectations: The eligibility and program requirements originally outlined in the Federal Guidance issued as a result of the American Rescue Plan Act 2021 must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as determined by DBHDS. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by or amended guidance is provided by the US Department of Treasury and/or Commonwealth of Virginia Department of Planning & Budget. Subrecipients must comply with the Scope of Services of this agreement as outlined in the Performance Contract.
6. Flow down of requirements to sub-recipients: The grantee, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with [2 CFR 200.331-332](#) - Subrecipient monitoring and management.
7. Risk Assessment: The responsible federal agency may perform an administrative review of the Subrecipient organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with [2 CFR 200.206](#), as applicable. DBHDS reviews and determines the risk associated with its subrecipients. As part of the risk assessment process, DBHDS may perform an administrative review of the Subrecipient's financial management system.
8. Improper Payments: Any expenditure by the Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of DBHDS, the Commonwealth of Virginia, the U.S. Government Accountability Office or the Comptroller General of the United States, or any other federal agency to be improper, unallowable, in violation of federal or state law or the terms of the this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by DBHDS under this Agreement or any other agreements between DBHDS and the Subrecipient. This provision shall survive the expiration or termination of this Agreement.
9. Limitations on Expenditures: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date of this agreement, or following the end of the Period of Performance. DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are:

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- 1) Reasonable and necessary to carry out the agreed upon Scope of Services in Section III and Attachment C of this Agreement,
 - 2) Documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and
 - 3) Incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.
10. Treatment of Property and Equipment: If the Program permits the Subrecipient or entities that receive funding from the Subrecipient to purchase real property or equipment with grant funds, the Program retains a residual financial interest, enabling the Program to recover the assets or determine final disposition. This will be accomplished on a case-by-case basis, according to the federal guidelines in accordance with [2 CFR 200.313](#).
11. Program Income: Program income accrued under this grant award must be reported to the Recipient and must be used to further the objectives of the grant project and only for allowable costs.
12. Financial Management: The Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this agreement in accordance with all applicable federal and state requirements, including without limitation:
- a) the Uniform Guidance, 2 C.F.R. Part 200;
 - b) State and Local Fiscal Recovery Funds – Compliance and Reporting Guidance Ver 1.1 dated June 24, 2021
 - c) The Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by DBHDS if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.
13. Audit of Financial Records: The Subrecipient shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) 2 CFR 200 (Audits of States, Local, Governments and Non-Profit organizations) as applicable. The Subrecipient will, if total Federal funds expended are \$750,000 or more a year, have a single or program specific financial statement audit conducted for the annual period in compliance with the General Accounting Office audit standards ([2 CFR 200 Subpart F – Audit Requirements](#)).

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

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

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

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agents, and/or federal or state auditors shall have full access to and the right to examine any of said materials during said period.

14. Accounting Records and Disclosures: The Subrecipient must maintain records which adequately identify the source and application of funds provided for financially assisted activities, including awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The Subrecipient should expect that the Primary Recipient or responsible federal agency may conduct a financial compliance audit and on-site program review of this project as outlined in paragraph (11).
15. Standards for Documentation of Personnel Expenses: The Subrecipient shall comply with 2 CFR 200.430 Compensation-Personal Services and 2 CFR 200.431 Compensation-Fringe Benefits as required by the Federal Office of Management and Budget (OMB) Circular 2 CFR 200 (Cost Principles for State, Local and Indian Tribal Government). Per Standards for Documentation of Personnel Expenses [2 CFR 200.430\(i\)](#) in accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR Part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section ([2 CFR 200.430\(i\)\(3\)](#)), must also be supported by records
16. Non-Supplant: Federal award funds must supplement, not replace (supplant) nonfederal funds. Applicants or award recipients and subrecipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.
17. Unallowable Costs: All costs incurred prior to the award issue date and costs not consistent with the allowable activities under the guidance for the Coronavirus State and Local Fiscal Recovery Funds, [31 CFR 35](#), and [2 CFR 200 Subpart E](#) – Cost Principles, are not allowable under this award.
18. Executive Pay: The Consolidated Appropriations Act, 2021 (Public Law 116-260), signed into law on December 27, 2020 restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 2, 2022, the salary limitation for Executive Level II is \$203,700.
19. Intent to Utilize Funding to Enter into a Procurement/Contractual Relationship:
If the Subrecipient utilizes any of these funds to contract for any goods or services, the Subrecipient must ensure that the resultant contract complies with the terms of [Appendix II, 2 CFR 200](#) which governs the contractual provisions for non-federal entity contracts under federal awards issued by the US Department of Treasury.
20. Ad Hoc Submissions: Throughout the project period, the responsible federal agency or DBHDS may determine that a grant or Subrecipient Funding Agreement requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to the following:
 - Payroll
 - Purchase Orders
 - Contract documentation
 - Proof of Project implementation
21. Conflicts of Interest Policy: Subrecipients must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The

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policies and procedures must:

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

22. Administrative and National Policy Requirements: Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/recipient/subrecipient must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, or Executive order. In some cases they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.
23. Marijuana Restriction: Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., [2 C.F.R. 200.300\(a\)](#) (requiring HHS to “ensure that Federal funding is expended in full accordance with U.S. statutory requirements.”); 21 U.S.C. § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Agency and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.
24. Confidentiality of Alcohol and Drug Abuse Patient Record: The regulations ([42 CFR 2](#)) are applicable to any information about alcohol and other drug abuse patients obtained by a “program” ([42 CFR 2.11](#)), if the program is federally assisted in any manner ([42 CFR 2.12\(b\)](#)). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR Part 2. The recipient and/or subrecipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.
25. Drug-Free Workplace: During the performance of this agreement, the Subrecipient agrees to 1) provide a drug-free workplace for the Subrecipient’s employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Suprecipient that the Subrecipient maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
26. Promotional Items: Pursuant to [2 CFR 200.421\(e\)](#), Federal funding awarded under Coronavirus State and Local Recovery Funds may not be used for Promotional Items. Promotional items

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

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

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

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

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

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

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

30. Lobbying Restrictions: Pursuant to [2 CFR 200.450](#), no portion of these funds may be used to engage in activities that are intended to support or defeat the enactment of legislation before the Congress or Virginia General Assembly, or any local legislative body, or to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any federal, state or local government, except in presentation to the executive branch of any State or local government itself. No portion of these funds can be used to support any personnel engaged in these activities. These prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
31. Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)) amended by 2 C.F.R. Part 175: The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:
- a) Engage in severe forms of trafficking in persons during the period of time that the award is

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in effect;

- b) Procure a commercial sex act during the period of time that the award is in effect; or,
- c) Use forced labor in the performance of the award or subawards under the award.
- d) The text of the full award term is available at [2 C.F.R. 175.15\(b\)](#).

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

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

33. Executive Order 13410: Promoting Quality and Efficient Health Care: This Executive Order promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all recipients and subrecipients that electronically exchange patient level health information to external entities where national standards exist must:
- a) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult www.healthit.gov for more information, and
 - b) Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant. For additional information contact: Jim Kretz, at 240-276-1755 or Jim.Kretz@samhsa.hhs.gov.
34. Travel: Funds used to attend meetings, conferences or implement the activities of this grant must not exceed the lodging rates and per diem for Federal travel and Meal/Incidental expenses provided by the General Services Administration. These rates vary by jurisdiction.
35. English Language: All communication between the Pass-Through Agency and the Subrecipient must be in the English language and must utilize the terms of U.S. dollars. Information may be translated into other languages. Where there is inconsistency in meaning between the English language and other languages, the English language meaning shall prevail.
36. Intangible Property Rights Pursuant to 2 CFR 200.315:
- A. Title to intangible property (as defined in the Definitions Section of this Agreement) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose, and must not encumber the property without approval of the Federal awarding agency (SAMHSA). When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR 200.313(e).
 - B. The non-Federal entity may copyright any work that is subject to copyright and was developed,

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or for which ownership was acquired, under a Federal award. The awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so.

C. The non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401.

D. The Federal Government has the right to: 1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal Award; and 2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

37. Freedom of Information Act:

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

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

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

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

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

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

41. Applicable Laws and Courts: This agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of

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the Commonwealth. The Subrecipient shall comply with all applicable federal, state and local laws, rules and regulations.

42. Immigration Reform and Control Act of 1986: By entering into a written agreement with the Commonwealth of Virginia, the Subrecipient certifies that the Subrecipient does not, and shall not during the performance of the agreement for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
43. Construction Purchases: Coronavirus State and Local Recovery Funds may not be used for the purchase or construction of any building or structure to house any part of the program (Applicants may request up to \$5,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project).
44. Meals: Meals are allowable so long as they are part of conferences or allowable non-local travel and do not exceed the per diem reimbursement rate allowed for the jurisdiction by the General Services Administration. Grant funds may be used for light snacks, not to exceed \$3.00 per person per day.
45. Sterile Needles or Syringes: Funds may not be used to provide sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.
46. Compliance with Federal Regulations/Statute/Policy: The Subrecipient agrees to enforce, administer, and comply with any applicable federal regulations, statutes, or policies that are not otherwise mentioned in this agreement including 2 C.F.R. § 200, or any other source.

V. Federal Grant Specific Requirements

There are additional requirements to the grants included in Section IV of this Exhibit that are not universal to all grants that DBHDS administers. Included below, by grant name, is a list of the grant specific requirements as required by federal statute, regulation, and policy.

A. SAMHSA GRANTS

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

Pursuant to the Notice of Award received by DBHDS and the Funding Opportunity Announcement (TI-20-012) associated with the State Opioid Response Grant, the following are requirements of the funding distributed to the Subrecipient from this grant.

- a. Restrictions on Expenditures: State Opioid Response Grant funds may not be used to:
 - i. Pay for services that can be supported through other accessible sources of funding such as other federal discretionary and formula grant funds, e.g. HHS (CDC, CMS, HRSA, and SAMHSA), DOJ (OJP/BJA) and non-federal funds, 3rd party insurance, and sliding scale self-pay among others.
 - ii. Pay for a grant or subaward to any agency which would deny any eligible client, patient, or individual access to their program because of their use of Food and Drug Administration (FDA)-approved medications for the treatment of substance use disorders.
 - iii. Provide incentives to any health care professional for receipt of data waiver or any type of professional training development.

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- iv. Procure DATA waiver training. This training is offered free of charge by SAMHSA at pcssnow.org.
 - b. **Expenditure Guidelines:**
 - i. Grant funds:
 - a) Shall be used to fund services and practices that have a demonstrated evidence-base, and that are appropriate for the population(s) of focus.
 - b) For treatment and recovery support services grant funds shall only be utilized to provide services to individuals with a diagnosis of an opioid use disorder or to individuals with a demonstrated history of opioid overdose problems.
 - c) May only fund FDA approved products.
 - d) May only be used for HIV and viral hepatitis testing that is performed as clinically indicated and referral to appropriate treatment must be provided to those testing positive. Vaccination for hepatitis A and B should be provided or referral made for same as clinically indicated.
 - c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or more than 40 days after the appropriate Award Period included in section IV.
- DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, Exhibit G, or Notice of Award 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under any associated agreement.
- d. **Closeout:** Final payment request(s) must be received by DBHDS no later than thirty (30) days after the end of the Period of Performance referenced in the Exhibit D, Exhibit G, or Notice of Award. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 40 days after the end of the Period of Performance to pay for unliquidated obligations.

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

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

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

Account Number: 201141795720002
Routing Number: 061000104
EIN: 546001731

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Name and Address of Bank:

Truist Bank
214 North Tryon Street
Charlotte, NC 28202

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

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

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

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

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

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

- a. **Restrictions on Expenditures:** No SAPTBG funds may not be used for any of the following purposes:
 - i. To provide inpatient hospital services unless it has been determined, in accordance with the guidelines issued by the Secretary of Health and Human Services, that such treatment is a medical necessity for the individual involved and that the individual cannot be effectively treated in a community-based, non-hospital, residential program of treatment;
 - ii. To make cash payments to intended recipients of health services;
 - iii. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling with DBHDS, Federal Grants Manager approval) any building or other facility, or purchase major medical equipment as defined in the Defined Terms section of this Exhibit.
 - iv. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; or
 - v. To provide financial assistance to any entity other than a public or non-profit entity.
 - vi. To carry out any program that provides individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for acquired immune deficiency syndrome. (42 US Code § 300x-31(a))
- b. **Grant Guidelines:**
 - i. In the case of an individual for whom grant funds are expended to provide inpatient hospital services, as outlined above (A.a.), the Subrecipient shall not incur costs that are in excess of the

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- comparable daily rate provided for community-based, non-hospital, residential programs of treatment for substance abuse (42 US Code § 300x-31(b)(2)).
- ii. No entity receiving SAPTBG funding may participate in any form of discrimination on the basis of age as defined under the Age Discrimination Act of 1975 (42 US Code § 6101), on the basis of handicap as defined under section 504 of the Rehabilitation Act of 1973 (29 US Code § 794), on the basis of sex as defined under Title IX of the Education Amendments of 1972 (20 US Code § 1681) or on the basis of race, color, or national origin as defined under Title VI of the Civil Rights Act of 1964 (42 US Code § 2000) (42 US Code § 300x-57(a)(1)).
 - iii. No person shall on the ground of sex, or on the ground of religion, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available under section 300x or 300x-21 of title 42 US Code (42 US Code § 300x-57(a)(2)).
 - iv. The Subrecipient agrees to comply with the provisions of the Hatch Act (5 US Code § 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
 - v. The Subrecipient will comply, as applicable with the provisions of the Davis-Bacon Act (40 US Code § 276(a) – 276(a)-7), the Copeland Act (40 US Code § 276(c) and 18 US Code § 874), and the Contract Work Hours and Safety Standards Act (40 US Code § 327-333), regarding labor standards for federally assisted construction subagreements.
 - vi. This funding source is designated to plan, implement, and evaluate activities that prevent or treat substance use disorder, including to fund priority substance use disorder treatment and support services for individuals without insurance or for whom coverage is terminated for short periods of time. Further these funds can be utilized to fund those priority treatment and support services that demonstrate success in improving outcomes and/or supporting recovery that are not covered by Medicaid, Medicare, or private insurance, fund primary prevention by providing universal, selective, and indicated prevention activities and services for persons not identified as needing treatment, and collecting performance and outcome data to determine the ongoing effectiveness of behavioral health promotion, treatment, and recovery support services. To the extent possible, other funding sources must be utilized first except where prohibited by law or regulation. Substance Abuse Block Grant funding must, however, be the payor of last resort when providing treatment services to pregnant women, women with children, children, and individuals with Tuberculosis or HIV pursuant to 45 CFR 96.124, 127, and 128.
 - vii. Target and priority populations are pregnant and parenting women and intravenous (IV) drug users. In providing treatment services to these target and priority populations, providers must offer treatment in order of population preference as outlined in 45 CFR 96.131 (a) which is as follows:
 - a) Pregnant injecting drug users;
 - b) Pregnant substance abusers;
 - c) Injecting drug users;
 - d) All others
 - viii. Allowable SAPTBG services include: Healthcare Home/Physical Health (General and specialized outpatient medical services, Acute Primary care, General Health Screens, Tests and Immunizations, Comprehensive Care Management, Care coordination and Health Promotion, Comprehensive Transitional Care, Individual and Family Support, Referral to Community Services), Prevention and Promotion (Including Promotion, such as Screening, Brief Intervention and Referral to Treatment, Brief Motivational Interviews, Screening and Brief Intervention for Tobacco Cessation, Parent Training, Facilitated Referrals, Relapse Prevention/Wellness Recovery Support, Warm Line); Engagement Services (including Assessment, Specialized Evaluations (Psychological and Neurological), Service Planning (including crisis planning), Consumer/Family Education, Outreach); Outpatient Services (including Individual evidenced based therapies, Group therapy, Family therapy, Multi-family therapy, Consultation to Caregivers); Medication Services (including Medication management, Pharmacotherapy including MAT; Laboratory services); Community Rehabilitative Support (including Parent/Caregiver Support, Skill building (social,

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daily living, cognitive), Case management, Behavior management, Supported employment, Permanent supported housing, Recovery housing, Therapeutic mentoring, Traditional healing services); Recovery Supports (including Peer Support, Recovery Support Coaching, Recovery Support Center Services, Supports for Self Directed Care); and Other Habilitative Supports (including Respite; Supported Education; Transportation; Assisted living services; Recreational services; Trained behavioral health interpreters; Interactive communication technology devices); Intensive Support Services (including Substance abuse intensive outpatient; Partial hospital; Assertive Community Treatment; Intensive home based services; Multi-systemic therapy; Intensive Case Management); Out of Home Residential Services (including Crisis residential/stabilization, Clinically Managed 24 Hour Care (SA), Clinically Managed Medium Intensity Care (SA), Adult Substance Abuse Residential, Adult Mental Health Residential, Youth Substance Abuse Residential Services, Children's Residential Mental Health Services, Therapeutic foster care); and Acute Intensive Services (including Mobile crisis, Peer based crisis services, Urgent care, 23 hr. observation bed, Medically Monitored Intensive Inpatient (SA), 24/7 crisis hotline services).

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

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

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

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

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

Account Number: 201141795720002
Routing Number: 061000104
EIN: 546001731

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

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

Eric.Billings@dbhds.virginia.gov
Ramona.Howell@dbhds.virginia.gov

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

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

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

3. Community Mental Health Services Block Grant (MH FBG)

Pursuant to the Community Mental Health Services Block Grant (CMHSBG) Funding Agreement and relevant federal statutes, the following are requirements of the funding distributed to the Subrecipient.

a. Restrictions on Expenditures: CMHSBG funds may not be used for any of the following purposes:

1. To provide inpatient services;
2. To make cash payments to intended recipients of health services;
3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling with DBHDS, Federal Grants Manager approval) any building or other facility, or purchase major medical equipment (as defined in the Definitions section of this Exhibit);
4. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; or
5. To provide financial assistance to any entity other than a public or non-profit entity. (42 US Code § 300x-5(a))

b. Grant Guidelines:

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

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facility; 3) 24-hour-a-day emergency care services; 4) Day treatment or other partial hospitalization services, or psychosocial rehabilitation services; 5) Screening for patients being considered for admission to state mental health facilities to determine the appropriateness of such admission; 6) Services within the limits of the capacities of the centers, to any individual residing or employed in the service area of the center regardless of ability to pay; and 7) Services that are accessible promptly, as appropriate, and in a manner which preserves human dignity and assures continuity of high quality care (42 US Code § 300x-2(c)).

4. The Subrecipient agrees to comply with the provisions of the Hatch Act (5 US Code § 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
 5. The Subrecipient will comply, as applicable with the provisions of the Davis-Bacon Act (40 US Code § 276(a) – 276(a)-7), the Copeland Act (40 US Code § 276(c) and 18 US Code § 874), and the Contract Work Hours and Safety Standards Act (40 US Code § 327-333), regarding labor standards for federally assisted construction subagreements.
 6. Treatment and competency restoration services may be provided to individuals with a serious mental illness or serious emotional disturbance who are involved with the criminal justice system or during incarceration.
 7. Medicaid and private insurance, if available, must be used first.
- c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or more than 40 days after the appropriate Award Period included in section IV.

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

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

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

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

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Account Number: 201141795720002
Routing Number: 061000104
EIN: 546001731

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

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

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

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

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

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

Pursuant to the Notice of Award received by DBHDS, Funding Opportunity Announcement (SM-20-F2), and relevant statutes associated with the Project for Assistance in Transition from Homelessness (PATH) Grant, the following are requirements of the funding distributed to the Subrecipient.

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

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- e) Alcohol or drug treatment services;
- f) Staff training including the training of individuals who work in shelters, mental health clinics, substance use disorder programs, and other sites where homeless individuals require services;
- g) Case management services including:
 - i. Preparing a plan for the provision of community mental health services to the eligible homeless individual involved and reviewing such plan not less than once every three months;
 - ii. Providing assistance in obtaining and coordinating social and maintenance services for the eligible homeless individuals, including services relating to daily living activities, personal financial planning, transportation services, and habilitation and rehabilitation services, prevocational and vocational services, and housing services;
 - iii. Providing assistance to the eligible homeless individual in obtaining income support services, including housing assistance, supplemental nutrition assistance program benefits, and supplemental security income benefits;
 - iv. Referring the eligible homeless individual for such other services as may be appropriate; and
 - v. Providing representative payee services in accordance with section 1631(a)(2) of the Social Security Act (42 U.S. Code § 1383(a)(2)) if the eligible homeless individual is receiving aid under Title XVI of such act (42 U.S. Code § 1381 et seq.) and if the applicant is designated by the Secretary to provide such services;
 - vi. Supportive and supervisory services in residential settings;
 - vii. Referrals for primary health services, job training, educational services, and relevant housing services;
 - viii. Minor renovation, expansion, and repair of housing (as defined in the Definitions section of this Exhibit);
 - ix. Planning of housing;
 - x. Technical assistance in applying for housing assistance;
 - xi. Improving the coordination of housing services;
 - xii. Security deposits;
 - xiii. The costs associated with matching eligible homeless individuals with appropriate housing situations;
 - xiv. One-time rental payments to prevent eviction;
 - xv. Other appropriate services as determined by the Secretary of Health and Human Services (42 U.S. Code § 290cc-22(b)).
- 2. All funds shall only be utilized for providing the services outlined above to individuals who:
 - a) Are suffering from a serious mental illness; or
 - b) Are suffering from a serious mental illness and from a substance use disorder; and
 - c) Are homeless or at imminent risk of becoming homeless (42 U.S. Code § 290cc-22(a)).
- 3. Funding may not be allocated to an entity that:
 - a) Has a policy of excluding individuals from mental health services due to the existence or suspicion of a substance use disorder; or
 - b) Has a policy of excluding individuals from substance use disorder services due to the existence or suspicion of mental illness (42 U.S. Code § 290cc-22(e)).
- 4. Match amounts agreed to with DBHDS may be:
 - i. Cash;
 - ii. In-kind contributions, that are fairly evaluated, including plant, equipment, or services.
 - iii. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the Federal Government, shall not be included in determining the amount of match (42 U.S. Code § 290cc-23(b)).
- 5. Subrecipient may not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S. Code § 6101 et seq.), on the basis of handicap under section 504 of the

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Rehabilitation Act of 1973 (29 U.S. Code § 794), on the basis of sex under Title IX of the Education Amendments of 1972 (20 U.S. Code § 1681 et seq.), or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964 (42 U.S. Code § 2000d et seq.)(42 U.S. Code § 290cc-33(a)(1)).

6. The Subrecipient shall not exclude from participation in, deny benefits to, or discriminate against any individuals that are otherwise eligible to participate in any program or activity funded from the PATH grant (42 U.S. Code § 290cc-33(a)(2)).
- c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or following one year after the end of the appropriate Award Period provided in section IV.

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

- d. **Closeout:** Final payment request(s) must be received by DBHDS no later than thirty (30) days after the end of the Period of Performance referenced in the Exhibit D, Exhibit G, or Notice of Award. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 365 days after the end of the Period of Performance to pay for remaining allowable costs.

Any funds remaining unexpended and unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any funds distributed to the Subrecipient by the pass-through entity that remain unexpended by 365 days after the end of the Period of Performance shall be returned to DBHDS. The Subrecipient will send these funds to DBHDS by no later than the end of the 395th day after the end of the Performance Period. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

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

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

Account Number: 201141795720002
Routing Number: 061000104
EIN: 546001731

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

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

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

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

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

5. Screening Brief Intervention and Referral to Treatment Grant

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

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

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insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan. Subrecipients or Subcontractors, as applicable, are also expected to facilitate the health insurance application and enrollment process for eligible uninsured clients. Subrecipients or Subcontractors, as applicable, should also consider other systems from which a potential service recipient may be eligible for services (for example, the Veterans Health Administration or senior services), if appropriate for and desired by that individual to meet his/her needs. In addition, Subrecipients or Subcontractors, as applicable, are required to implement policies and procedures that ensure other sources of funding are utilized first when available for the individual.

4. All SAMHSA recipients are required to collect and report certain data so that SAMHSA can meet its obligations under the Government Performance and Results (GPRA) Modernization Act of 2010. Recipients are required to submit data via SAMHSA's Performance Accountability and Reporting System (SPARS); and access will be provided upon notification of award.
- c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or following 40 days after the end of the Award Period included in section IV.

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

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

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

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

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

Account Number: 201141795720002
Routing Number: 061000104
EIN: 546001731

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

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

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

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

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

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

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

- a. **Restrictions on Expenditures:** MH and SUD Emergency COVID-19 Grant funds may not be used for any of the following purposes:
 1. Construction or major alterations and renovations.
Subrecipient
- b. **Grant Guidelines:**
 1. Subrecipient funds are to be used primarily to support direct treatment services for individuals impacted by COVID-19.
 2. The purchase of PPE is an allowable cost and can only be provided for staff working directly on the grant. The purchase of PPE for clients is not an allowable cost.
 3. The purchase of equipment or supplies (e.g., pre-paid minutes, cell phones, Hot spots, iPad tablets, etc.) for clients is not an allowable cost.
- c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or following 40 days after the end of the appropriate Award Period included in section IV.

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

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

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

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Richmond, VA 23218-1797
C/O

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Kim.Barton@dbhds.virginia.gov

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

The Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees,

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

A. Treasury Grants

1. **State and Local Fiscal Recover Fund Grant:** Pursuant to the [Interim Final Rule issued by US Department of Treasury](#) pertaining to Coronavirus State and Local Recovery Funds, [SLFRF Compliance and Reporting Guidance Ver 2.1 dated November 15, 2021](#), and [31 CFR 35\(A\)](#), the following are requirements of the funding distributed to the Subrecipient:
 - a. **Restrictions on Expenditures:** State and Local Fiscal Recovery Fund Grant funds may not be used to:
 - b. Pay Funds shall not be used to make a deposit to a pension fund. Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.
Funds shall not be used towards funding debt service, legal settlements or judgments, and / or deposits to rainy day funds or financial reserves.
 - c. **Expenditure Guidelines:**
Grant funds: Shall be used to pay for services and practices that have a demonstrated evidence-base, which are inclusive of: mental health treatment, substance misuse treatment, other behavioral health services, hotlines or warmlines, crisis intervention, overdose prevention, infectious disease prevention, and services or outreach to promote access to physical or behavioral health primary care and preventative medicine.
 - d. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or after the appropriate Award Period included in section IV.

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

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

Any funds remaining unexpended at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

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FY22-23 Community Services Performance Contract
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DBHDS

PO Box 1797

Richmond, VA 23218-1797

C/O Eric Billings

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Truist Bank

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Charlotte, NC 28202

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Kim.Barton@dbhds.virginia.gov

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

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VI. List of Federal Grants

Provided in the chart below is a current list of the federal grants that DBHDS passes-through to CSB and the required identifying information that should be used to categorize and track these funds.

GRANT NAME: Substance Abuse Prevention and Treatment Block Grant (SUD FBG)
GRANT NAME: Substance Abuse Prevention and Treatment Block Grant (SUD FBG) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): B08TI084612 FEDERAL AWARD DATE: 8/10/2021 FEDERAL AWARDDING AGENCY: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services CFDA NUMBER: 93.959 RESEARCH AND DEVELOPMENT AWARD: ____YES OR __X__NO FEDERAL GRANT AWARD YEAR: FFY 2022 AWARD PERIOD: 9/1/2021 – 9/30/2025
GRANT NAME: Community Mental Health Services Block Grant (MH FBG)
GRANT NAME: Community Mental Health Services Block Grant (MH FBG) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): B09SM085998 FEDERAL AWARD DATE: 11/28/2021 FEDERAL AWARDDING AGENCY: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services CFDA NUMBER: 93.958 RESEARCH AND DEVELOPMENT AWARD: ____YES OR __X__NO FEDERAL GRANT AWARD YEAR: FFY 2022 AWARD PERIOD: 10/1/2021 – 9/30/2023
GRANT NAME: Substance Abuse Prevention and Treatment Block Grant (SUD FBG)
GRANT NAME: Substance Abuse Prevention and Treatment Block Grant (SUD FBG) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): B08TI084676 FEDERAL AWARD DATE: 2/10/2022 FEDERAL AWARDDING AGENCY: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services CFDA NUMBER: 93.959 RESEARCH AND DEVELOPMENT AWARD: ____YES OR __X__NO FEDERAL GRANT AWARD YEAR: FFY 2022 AWARD PERIOD: 10/1/2022 – 9/30/2023
GRANT NAME: Community Mental Health Services Block Grant (MH FBG)

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GRANT NAME: Community Mental Health Services Block Grant (MH FBG)
FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): B09SM085877
FEDERAL AWARD DATE: 8/10/2021
FEDERAL AWARDING AGENCY: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA)
FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services
CFDA NUMBER: 93.958
RESEARCH AND DEVELOPMENT AWARD: ____YES OR __X__NO
FEDERAL GRANT AWARD YEAR: FFY 2022
AWARD PERIOD: 9/1/2021 – 9/30/2025

GRANT NAME: State and Local Fiscal Recovery Fund (SLFRF)

GRANT NAME: State and Local Fiscal Recovery Fund (SLFRF)
FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): NA
FEDERAL AWARD DATE: NA
FEDERAL AWARDING AGENCY: U.S. Department of Treasury
FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services
CFDA NUMBER: 21.027
RESEARCH AND DEVELOPMENT AWARD: ____YES OR __X__NO
FEDERAL GRANT AWARD YEAR: FFY 2022
AWARD PERIOD: 3/3/2021 – 12/31/2024

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1. PURPOSE

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

2. NOTIFICATION OF AWARD

Department’s Fiscal Services and Grants Management Office (the “FSGMO”) and program offices will provide notification of federal grant award(s) to the CSB prior to initial payment disbursement. The notice will provide applicable federal grant specific information, award amounts, period of performance, and close out.

3. BILLING AND PAYMENT TERMS AND CONDITIONS

CSB shall comply with Section 9 of the performance contract.

4. USE OF FUNDS

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

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

5. LIMITATIONS ON REIMBURSEMENTS

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

6. PERFORMANCE OUTCOME MEASURES

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

7. REPORTING REQUIREMENTS

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

8. MONITORING, REVIEW, AND AUDIT

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

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9. TECHNICAL ASSISTANCE

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

10. OTHER TERMS AND CONDITIONS

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

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

11. FEDERAL FUNDED PROGRAM SERVICES

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

11.1. Children's Mental Health Block Grant

Scope of Services and Deliverables

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

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

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

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

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

The Department will periodically review case files through regional consultant block grant reviews to ensure funds are being spent accordingly.

11.2. Assertive Community Treatment (ACT) Program Services

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Scope of Services and Deliverables

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

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

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

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

1. The CSB shall design and implement its ACT program in accordance with requirements in the Department's Licensing Regulations for ACT in *12 VAC 35-105-1360 through 1410*, *Department of Medical Assistance Services Regulations and Provider Manual Appendix E*, and in accordance with best practice as outlined in the Tool Measurement of Assertive Community Treatment (TMACT).
2. CSB shall comply with ACT teams shall be available to individuals 24 hours per day and shall operate a minimum of 12 hours each weekday and eight hours each weekend day and each holiday;
3. ACT team shall make crisis services directly available 24 hours a day but may arrange coverage through another crisis services provider if the team coordinates with the crisis services provider daily.

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4. The ACT team shall operate an after-hours on-call system and shall be available to individuals by telephone, or and in person when needed as determined by the team.
 5. The CSB shall reserve any restricted state mental health funds earmarked for ACT that remain unspent only for ACT program services unless otherwise authorized by the Department in writing.
 6. The CSB shall prioritize admission to ACT for adults with serious mental illnesses who are currently residing in state hospitals, have histories of frequent use of state or local psychiatric inpatient services, or are homeless.
 7. The CSB shall assist Department staff as requested with any case-level utilization review activities, making records of individuals receiving ACT services available and providing access to individuals receiving ACT services for interviews.
 8. CSB ACT staff shall participate in ACT network meetings with other ACT teams as requested by the Department.
 9. ACT staff shall participate in technical assistance provided through the Department and shall obtain individual team-level training and technical assistance at least quarterly for the first two years of operation from recognized experts approved by the Department.
 10. ACT Team are required to:
 - a. Undergo the standardized rating process using the TMACT as specified in their DBHDS license.
 - b. A new ACT team may obtain a conditional DBHDS license for ACT if their initial TMACT fidelity scores are in the low fidelity range of 2.7-3.3, but the team must rate at 3.4 or higher on the subsequent review to avoid losing this provisional license.
 - c. ACT teams may reach full ACT certification status and a one-year DBHDS license if they obtain a TMACT score in the base fidelity range of 3.4-3.9.
 - d. ACT providers scoring 4.0-5.0 are considered high fidelity (this category has two tiers: 4.0-4.3 are high fidelity and 4.4-5.0 are exemplary fidelity).
 - e. Team is to be the first line (and generally sole provider) of all the services that individuals may need by providing individualized, intensive treatment/rehabilitation and support services in the community;
 - f. Team develops and has access to each individual's individualized crisis plan and the team has the capacity to directly engage with each individual to help directly address emerging crisis incidents and to support stabilization;
 - g. Team provides a higher frequency and intensity of community-based contacts with a staff-to-individual ratio no greater than 1:9; and
 - h. Team provides services that are community based, flexible and appropriately adjusted based on the individuals evolving needs.
 - i. ACT teams must offer and have the capacity to provide the following covered service components to address the treatment needs identified in the initial comprehensive needs assessment:
 - j. Assessment and treatment planning
 - k. Integrated dual disorders treatment for co-occurring substance use
 - l. Crisis assessment and treatment/intervention
 - m. Health literacy counseling
 1. Medication management
 2. Skills restoration/development
 - a. Social Skills
 - b. Wellness self-management and prevention
 - c. Symptom management
 - d. Skills required for activities of daily and community living
 3. Peer recovery support services;
 4. Empirically supported therapeutic interventions & therapies;

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- n. ACT service coordination (care coordination) consisting of facilitating access to:
 - 1. Employment and vocational services
 - 2. Housing access & support
 - 3. Other services based on client needs as identified in the Individualized Service Plan (ISP)
 - o. As clinically indicated and supported by staff capacity and client engagement, these services components can be provided in an individual and/or group setting.
11. The following required activities apply to ACT:
- i. At the start of services, a LMHP, LMHP-R, LMHP-RP, LMHP-S, Nurse Practitioner or Physician Assistant shall conduct an initial assessment consistent with the components required in the Comprehensive Needs Assessment (see Chapter IV for requirements), documenting the individual's diagnosis/es and describing how service needs match the level of care criteria. If a nurse practitioner who is not a psychiatric/mental health nurse practitioner or a physician assistant conducts the initial assessment it can only be used as the assessment for ACT and cannot be used as a comprehensive needs assessment by the provider for other mental health services (see Chapter IV for details).
 - ii. Individual Service Plans (ISPs see Chapter IV for requirements) shall be required during the entire duration of services and must be current. The initial treatment plan (ISP) shall be completed on the day of admission to the service. The treatment planning process should be collaborative but must be directed and authorized by a LMHP, LMHP-R, LMHP-RP, LMHP-S, nurse practitioner or physician assistant.
 - iii. ISPs must be reviewed as necessary at a minimum of every 30 calendar days or more frequently depending on the youth's needs. Refer to Chapter IV for additional guidance and documentation requirements for the 30-calendar day review as well as additional quarterly review requirements.
 - iv. Medication prescription monitoring must be provided by a psychiatrist or psychiatric nurse practitioner who completes a psychiatric evaluation on the day of admission and has contact with individuals on a quarterly basis.
 - v. For individuals with a co-occurring substance use diagnosis, the ACT team will provide individual and group modalities for dual disorders treatment based on the principles of Integrated Dual Disorder Treatment and aligned with the individual's readiness/stage of change. In addition, the ACT team will provide active substance use counseling and relapse prevention, as well as substance use education.
 - vi. Registered peer recovery support specialists shall be a part of the ACT team with services to include coaching, consulting, wellness management and recovery strategies to promote recovery and self-direction. Registered peer recovery support specialists may also model and provide education on recovery principles and strategies to fellow team members.
 - vii. If the individual consistently deviates from the required services in the ISP, the provider should work with the Managed Care Organization (MCO) or the fee for service (FFS) contractor to reassess for another level of care or model to better meet the individual's needs.
 - viii. Providers must follow all requirements for care coordination (See Care Coordination Requirements of Mental Health Providers section of Chapter IV).
12. CSB shall be licensed by DBHDS as a provider of Assertive Community Treatment and credentialed with the individual's Medicaid MCO for individuals enrolled in Medicaid managed care or the Fee for Service (FFS) contractor for individuals in FFS. ACT service providers must follow all general Medicaid provider requirements specified in Chapter II of this manual.
13. ACT service providers shall meet the staff requirements as follows:
- i. ACT Team Sizes

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- a) ACT team sizes and definitions as defined herein are consistent with the national standards for the practice. In accordance with ACT fidelity standards, providers in urban locations should implement mid-size to large teams. Providers in more rural locations will likely implement small or mid-size teams as large teams may be impractical in a sparsely populated area. ACT teams should operate from a single home office as opposed to a collection of satellite locations to promote team coordination and collaboration.
 - i. Small teams serve a maximum of 50 individuals, with one team member per eight or fewer individuals;
 - ii. Mid-size teams serve 51-74 individuals, with one team member per nine or fewer individuals; and
 - iii. Large teams serve 75-120 individuals, with one team member per nine or fewer individuals.
 - b) To ensure appropriate ACT team development, each new ACT team is recommended to titrate ACT intakes (no more than 4 total per month) * to gradually build up capacity to serve no more than 100–120 individuals (with a 1:9 ratio) and no more than 42–50 individuals (a 1:8 ratio) for smaller teams. Movement of individuals onto (admissions) and off of (discharges) the team caseload may temporarily result in breaches of the maximum caseload; thus, teams shall be expected to maintain an annual average not to exceed 50, 74, and 120 individuals, respectively.
- ii. ACT Team Composition and Roles
- a) ACT teams should be composed of individuals who have the strong clinical skills, professional qualifications, experience, and competency to provide a full breadth of biopsychosocial rehabilitation services. While all staff shall have some level of competency across disciplines, the team should emphasize areas of individual staff expertise and specialization to fully benefit ACT service participants. The service components must be delivered within professional scope for those services.
 - b) As required by DBHDS Regulations, a multidisciplinary ACT treatment team is comprised of the following professionals:
 - i. Team Leader
 - ii. Psychiatric Care Provider
 - iii. Nurse
 - iv. SUD/Co-Occurring Disorder Specialist
 - v. Registered Peer Recovery Specialist
 - vi. Vocational Specialist (must be QMHP)
 - vii. Dedicated Office-Based Program Assistant
 - viii. Generalist Clinical Staff Member
 - c) Medication prescription monitoring must be provided by a Psychiatrist or Psychiatric Nurse Practitioner who completes an initial assessment and has contact with individuals on a quarterly basis.
 - d) Medication administration must be provided by a Psychiatrist, Psychiatric Nurse Practitioner or appropriate licensed nursing professional based on ACT team size.
 - e) Individual, group, and family therapy must be provided by a LMHP, LMHP-R, LMHP-RP, LMHP-S or CATP.

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- f) Health literacy counseling /psychoeducational interventions must be provided by a LMHP, LMHP-R, LMHP-RP, LMHP-S, Nurse Practitioner, Physician Assistant, CATP, CSAC*, CSAC Supervisee* or a RN or LPN with at least one year of clinical experience involving medication management.
- g) Crisis intervention must be provided by a LMHP, LMHP-R, LMHP-RP, LMHP-S, CATP, QMHP-A, QMHP-E, CSAC*, CSAC Supervisee* or CSAC-A*.
- h) Skills restoration / development must be provided by a LMHP, LMHP-R, LMHP-RP, LMHP-S, and QMHP-A, QMHP-E or a QPPMH under the supervision of at least a QMHP-A.
- i) Care coordination must be provided by a LMHP, LMHP-R, LMHP-RP, LMHP-S, CATP, QMHP-A, QMHP-E, CSAC*, CSAC Supervisee* CSAC-A* or a QPPMH under the supervision of at least a QMHP-A.
- j) Peer recovery support services must be provided by a Registered Peer Recovery Specialist.
- k) **CSACs, CSAC Supervisees and CSAC-As may only provide services related to substance use disorder treatment per § 54.1-3507.1 and § 54.1-3507.2*
- l) RNs, LPNs, and Nurse Practitioners shall hold an active license issued by the Virginia Board of Nursing. Physicians and Physician Assistants shall hold an active license issued by the Virginia Board of Medicine.

14. ACT Service Limitation:

- i. In addition to the “Non-Reimbursable Activities for all Mental Health Services” section in Chapter IV, the following service limitations apply:
- ii. An individual can participate in ACT services with only one ACT team at a time.
- iii. Group therapy by LMHPs, LMHP-Rs, LMHP-RPs, LMHP-Ss and CATPs shall have a recommended maximum limit of 10 individuals in the group. Group size may exceed this limit based on the determination of the professional providing the service.
- iv. ACT may not be authorized concurrently with Individual, Group or Family Therapy, Addiction and Recovery Treatment Services (ARTS) and Mental Health (MH) Intensive Outpatient, Outpatient Medication Management, Therapeutic Day Treatment, Intensive In Home Services, Community Stabilization, Mental Health Skill Building, Applied Behavior Analysis, Multisystemic Therapy, Functional Family Therapy, Psychiatric Residential Treatment Facility (PRTF), Therapeutic Group Home (TGH), ARTS Level 3.1-3.7 or Peer Recovery Support Services, as the activities of these services are included in the per diem. Up to a fourteen-calendar day service authorization overlap with these services is allowed as individuals are being transitioned to ACT from other behavioral health services. Up to a 31-calendar day service authorization overlap with these services is allowed as individuals are being transitioned from ACT to other behavioral health services (see service authorization section). Office based opioid treatment services (OBOT) and Office Based Addiction Treatment (OBAT) services are allowed simultaneously with ACT.
- v. If an individual is participating in ACT and has a concurrent admission to a Partial Hospitalization Program, the team should conduct close care coordination with those providers to assure alignment of the treatment plan (ISP) and avoid any duplication of services.
- vi. Activities that are not authorized for reimbursement include:
 - a) Contacts that are not medically necessary.
 - b) Time spent doing, attending, or participating in recreational activities.

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- c) Services provided to teach academic subjects or as a substitute for educational personnel such as, but not limited to, a teacher, teacher's aide, or an academic tutor.
 - d) Child Care services or services provided as a substitute for the parent or other individuals responsible for providing care and supervision.
 - e) Respite care.
 - f) Transportation for the individual or family. Additional medical transportation for service needs which are not considered part of ACT program services may be covered by the transportation service through the FFS Non-Emergency Medical Transportation Broker or MCO. Medical transportation to ACT providers may be billed to the transportation broker.
 - g) Covered services that have not been rendered.
 - h) Services rendered that are not in accordance with an approved authorization.
 - i) Services not identified on the individual's authorized ACT Treatment Plan.
 - j) Services provided without service authorization by the department or its designee.
 - k) Services not in compliance with the ACT National Provider Standards and not in compliance with fidelity standards.
 - l) Services provided to the individual's family or others involved in the individual's life that are not to the direct benefit of the individual in accordance with the individual's needs and treatment goals identified in the individual's plan of care.
 - m) Services provided that are not within the provider's scope of practice.
 - n) Anything not included in the approved ACT service description.
 - o) Changes made to ACT that do not follow the requirements outlined in the provider contract, this appendix, or ACT fidelity standards.
 - p) Any intervention or contact not documented or consistent with the approved treatment/recovery plan goals, objectives, and approved services.
 - q) Time spent when the individual is employed and performing the tasks of their job.
 - r) Note: ACT does include non-job specific vocational training, employment assessments, and ongoing support to maintain employment. ACT may provide the necessary medical services that enable the individual to function in the workplace, including ACT services such as a psychiatrist's or psychologist's treatment, rehabilitation planning, therapy, and counseling or crisis management that enable the individual to remain in and/or function in the workplace.

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

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

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- C. Reporting Requirements:** To provide a standardized mechanism for ACT teams to track each individual's outcomes, which can then guide their own performance initiatives; teams will be required to regularly submit data through the ACT Monitoring Application. The data submitted will include:
- Individual's receiving ACT services satisfaction.
 - Increased adherence to treatment/service plan;
 - Vocational/educational gains;
 - Increased length of stay in community residence;
 - Increased use of natural supports;
 - Reduced utilization of inpatient level of support;
 - Improved physical health;
 - Increased use of wellness self-management and recovery tools; and
 - Increased use of community living settings and supports

11.3. Project Link Program**Scope of Services and Deliverables**

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

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

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

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

- Provide oversight and monitor the Project LINK program to ensure the scope and deliverables are met
- Communicate in a timely manner about changes to the program and funding allocations
- Quarterly meetings with each site and Women's Services Coordinator(s)

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

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

1st Report	January 30 th
2nd Report	April 30th
3rd Report	July 31st
4th Report	October 31st

11.4. State Opioid Response Program Services (SOR)

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1. SOR Prevention Program - Adverse Childhood Experiences (ACEs) Project

Scope of Services and Deliverables

The SOR II grant was awarded to Virginia to combat the opioid epidemic and build upon programs started with STR/OPT-R and SOR Year 1 and 2. SOR II also supports evidence-based prevention to address stimulant misuse. SOR II prevention grant awards support the implementation of effective strategies identified by the Virginia Evidence-Based Outcomes Workgroup. The categories of approved strategies include: coalition development, heightening community awareness/education, supply reduction/environmental, tracking and monitoring, and harm reduction. A portion of SORII Prevention funds are approved for the ACEs Project.

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

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

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

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

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

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

Scope of Services and Deliverables

The SOR II grant was awarded to Virginia to combat the opioid epidemic and build upon programs started with STR/OPT-R and SOR Year 1 and 2. SOR II also supports evidence-based prevention to address stimulant misuse. SOR II prevention grant awards support the implementation of effective strategies identified by the Virginia Evidence- Based Outcomes Workgroup. The categories of approved strategies include: coalition development, heightening community awareness/education, supply reduction/environmental, tracking and monitoring, and harm reduction.

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

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

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

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

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

3. SOR - Treatment and Recovery Services**Scope of Services and Deliverables**

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

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

1. The CSB shall comply with the Department's approved budget plan for services.
2. The CSB may employ SA MAT treatment personnel and recovery personnel
3. The CSB may provide treatment services to include: drug/medical supplies, drug screens, lab work, medical services, residential treatment, childcare services, client transportation, contingency management, recruitment services and treatment materials
4. The CSB shall provide recovery services to include: WRAP training and staff phones supplies

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5. The CSB shall provide temporary housing supports in VARR certified houses, when necessary
6. The CSB shall collect GPRA data for each person receiving services at intake, discharge, and 6-month time points. This data must be submitted to OMNI Institute within five business days of survey completion.
7. All of the aforementioned GPRA reporting must be submitted to OMNI Institute within five business days of survey completion.
8. CSB receiving treatment or recovery funding under the SOR grant must complete a treatment or recovery Quarterly Survey every quarter of the grant.
9. The aforementioned Quarterly Survey must be submitted to OMNI Institute within two weeks of request by OMNI Institute.

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

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

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

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

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

11.5. Regional Suicide Prevention Initiative

Scope of Services and Deliverables

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

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

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

1. The CSB shall provide an action plan that includes (but not limited to) the following strategies and activities:

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- a. mental health wellness and suicide prevention trainings based on community need and capacity to provide;
 - b. activities for September Suicide Prevention Awareness Month and May Mental Health Awareness Month;
 - c. identification of anticipated measurable outcomes;
 - d. a logic model; and
 - e. a budget and budget narrative
2. These funds shall be used only for the implementation of the Regional Suicide Prevention Initiative described in the Regional Suicide Prevention plan (and or supplement plan) approved by the Department.
 3. Any restricted state funds that remain unexpended or unencumbered at the end of the fiscal year may be carried over to the following year to be used only for Regional Suicide Prevention Initiative expenses authorized by the Department in consultation with the participating regional CSB.
 4. Any federal funds that remain unexpended or unencumbered by the end of the Performance Period the CSB must contact the Department at least 30 days prior to the end of the Performance Period to discuss permissible purposes to expend or encumber those funds.
- B. The Department Responsibilities:** The Department agrees to comply with the following requirement.
1. The Department shall monitor Regional Suicide Prevention Initiative program implementation progress through a semi-annual report and annual report submitted by the Regional Suicide Prevention Initiative Lead CSB, other data gathering and analysis, periodic visits to the region to meet with Regional Suicide Prevention Initiative partners, and other written and oral communications with Regional Suicide Prevention Initiative team members.
 2. The Department may adjust the CSB's allocation of continued state funds for the Regional Suicide Prevention Initiative based on the CSB's compliance with its responsibilities, including the requirements for maximizing resources from other sources.
 3. The Department will provide guidelines for the annual plan and a template for the semi-annual and annual report for the CSB to use.
- C. Reporting Requirements:**
1. Mental Health First Aid and Suicide Prevention activities shall be included in each CSB's Prevention data system.
 2. The Regional Suicide Prevention Initiative CSB shall submit its semi-annual report to the Department by **April 15th** and its annual report on **September 30th**.
 3. Each region shall provide semi-annual report and annual report submitted by the Regional Suicide Prevention Initiative Lead CSB to the Suicide Prevention Coordinator.

11.6. Supplemental Substance Abuse Block Grant Funded Program Services - (Prevention And Treatment)

Scope of Services and Deliverables

This allocation provides supplemental funding to support additional allowable uses of Substance Abuse Prevention and Treatment (SAPT) Block Grant funding.

This funding source is designated to plan, implement, and evaluate activities that prevent or treat substance use disorder, including to fund priority substance use disorder treatment and support services for individuals without insurance or for whom coverage is terminated for short periods of time, fund those priority treatment and support services that demonstrate success in improving outcomes and/or supporting recovery that are not covered by Medicaid, Medicare, or private insurance, fund primary prevention by providing universal, selective, and indicated prevention activities and services for persons not identified as needing treatment, and collect performance and outcome data to determine the ongoing effectiveness of behavioral health promotion, treatment, and

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recovery support services. SABG funds are to be the funds of last resort. Medicaid and private insurance, if available, must be used first. Target and priority populations are pregnant and parenting women and intravenous (IV) drug users. Any treatment services provided with SABG funds must follow treatment preferences established in 45 CFR 96.131(a):

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

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

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

1. The CSB shall prioritize SAPT priority populations including individuals who do not have insurance, pregnant women and women with dependent children, and people who inject drugs
2. The CSB shall follow all other federal requirements pursuant to Exhibit F.

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

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

Scope of Services and Deliverables

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

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

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

1. General Capacity Requirements

- a. Each CSB must complete an evaluation plan which is revised and approved annually and includes:
 - i. A logic model which includes all of the required priority strategies all CSB must implement and any discretionary strategies the CSB has elected to implement.
 - ii. A measurement plan documenting how all required metrics will be tracked and reported.
- b. All prevention programs, practices, and strategies must be evidence-based and approved by the DBHDS OBHW team. Only strategies that align with the state-identified priorities and/or the CSB's logic model outcomes will be approved.
- c. Each CSB must maintain a license for the Performance-Based Prevention System (PBPS) and record all implemented strategies in the PBPS. The resources to support this have been added to the CSB base allocation.

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- d. Each CSB must maintain a minimum of 1 FTE Prevention Lead position. This position leads and ensures compliance and implementation of all Prevention priority strategies.
 - e. Prevention funding should be used for prevention staff to attend at least one national prevention-related conference per year. Any national conferences outside of the NPN Prevention Research Conference, NATCON, CADCA National or Mid-Year Conferences must have prior DBHDS approval. Each CSB receives \$3000 in their base allocation to help support this capacity building effort.
 - f. Submit an annual budget for SABG Prevention Set Aside utilizing DBHDS' template.
 - g. Within that budget, allocate specific resources for Marijuana prevention capacity building, planning and implementation in the amount of \$45,000.
- 2. Counter Tools**
- a. The CSB shall conduct store audits of and merchant education with 100 percent of tobacco/nicotine retailers in its service area over a two-year period. Any retailer to be found in violation in the previous year is to be given priority for merchant education.
 - b. The CSB also must maintain and update a list of tobacco/nicotine retailers in its catchment area over the two-year period.
 - c. Data must be entered into the Counter Tools and PBPS systems.
 - d. The CSB base allocation includes \$10,000 for these strategies.
 - e. Tobacco education programs for youth with the goal of reducing prevalence of use are not to be identified as SYNAR activities.
- 3. ACEs Trainings**
- a. All CSB should ensure there are at least 2 ACEs master trainers in their catchment area at all times.
 - b. All CSB must conduct at least 12 ACEs trainings annually.
 - c. All ACEs training data (including number of trainings held and number of people trained) must be reported in PBPS.
 - d. CSB which are designated as Self-Healing Communities and are receiving additional funding to address ACEs must complete all items noted above and the following:
 - i. Maintain an ACEs self-healing community advisory committee made up of a cross-section of community partners, meets at least quarterly, reviews the Self-Healing Communities logic model and provides ongoing feedback and recommendations on how to best achieve the logic model goals. Create a logic model specific to the ACEs work that is planned and implemented in the community.
 - ii. Submit a quarterly report on all ACEs strategies and measures.
 - iii. Engage in a local Trauma-Informed Community Network (TICN) or other trauma-centered coalition
- 4. Community Coalition Development**
- a. The CSB shall be involved in a minimum of 6-10 coalition meetings a year.
 - b. The CSB should maintain membership in CADCA and/or CCoVA each year.
 - c. The CSB and its associated coalition should ensure youth engagement in the coalition either as a sub-group of the coalition or a separate youth coalition.
 - d. The CSB should maintain a social media presence to publicize prevention activities and messaging (Facebook page, Instagram, website, etc.) Websites should be updated monthly at a minimum and social media bi-weekly to ensure information and resources remain relevant and engages the community.
 - e. Every 2 years, each CSB must complete a coalition readiness assessment and an assessment of representation in the coalition of the following 12 sectors: youth; parents; businesses; media; school; youth-serving organizations; law enforcement; religious/fraternal

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organizations; civic and volunteer organizations; healthcare professionals; state, local and tribal governments; and other organizations involved in reducing illicit substance use.

5. MH/Suicide Prevention Trainings

- a. The CSB shall work with the regional MH/suicide prevention team to provide a regionally developed suicide prevention plan using the Strategic Prevention Framework model.
- b. The plan developed by the team shall identify suicide prevention policies and strategies. Strategies should be determined using the most current data and there should be strategies in the plan that are for the community as a whole as well as strategies that target subpopulations with the highest rates of suicide. The plan should also identify the CSB's marketing plan to ensure community groups (schools, faith groups, businesses, etc.) and community members are aware of the mental health and suicide prevention trainings the CSB is providing.
- c. Each MHFA trainer must provide a minimum of 3 Youth and/or Adult MHFA trainings annually.
- d. The CSB should ensure a minimum of 45 community participants are trained annually in MHFA (across all MHFA trainers at the CSB; there is no minimum number of trainees for each certified trainer).
- e. In addition to the required MHFA trainings, a minimum of 3 suicide prevention trainings per trainer must be provided annually. These 3 trainings may be a combination of any of the approved trainings below:
 - i. ASIST
 - ii. safeTALK
 - iii. suicideTALK
 - iv. QPR
- f. Every year, each CSB will be required to submit a mid-year (April) and end-of-year (September) report which should contain details on trainings implemented, including the number of different groups and community members participating in the trainings.

6. Lock & Talk

- a. CSB participating in the Lock and Talk Initiative shall develop an implementation plan that best meets the needs of their respective communities (including strategies to address target populations.)
- b. At a minimum the CSB is expected to implement components 1 & 2 below, and strongly encouraged to implement the Gun Shop Project and/or partner with their medical community (pharmacies, medical practices) if the Gun Shop Project is not an appropriate fit for their community.
Lock and Talk Components:
1) Media Campaign Materials (bus ads, posters, billboards, PSA, etc.)
2) Medication Lock Box/Cable Lock/Trigger Lock Distribution at Events 3) Gun Shop Project

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

1. The Department shall adhere to SABG Prevention Set Aside, grant guidelines established by the Substance Abuse and Mental Health Services Administration (SAMHSA), including reporting on statewide and CSB-specific data, accomplishments and challenges.
2. The Department's SABG Prevention Set Aside Behavioral Health Wellness Consultants shall maintain regular communication with the CSB, monitor performance through reporting, and provide technical assistance to the CSB upon request.
3. The Department will work with the CSB to mutually agree on annual site visit dates.
4. The Department, particularly the SABG Prevention Set Aside Behavioral Health Wellness Consultants will respond to inquiries in a timely fashion, fulfill requests for training and share regular updates regarding the grant.

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5. Every effort will be made to provide at least two weeks lead time prior to report deadlines by DBHDS in partnership with OMNI Institute federal reporting contractor.
 6. The Department will provide a budget template for annual budget submission
- C. Reporting Requirements:** All data is reported into the Prevention data system and must be submitted within 2 weeks of service delivery.

12. STATE FUNDED PROGRAM SERVICES

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

12.1. Auxiliary Grant In Supportive Housing Program (AGSH)

Scope of Services and Deliverables

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

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

1. For each individual served by the provider under this agreement, the provider shall ensure the following basic services:
 - a. the development of an individualized supportive housing service plan ("ISP");
 - b. access to skills training;
 - c. assistance with accessing available community-based services and supports;
 - d. initial identification and ongoing review of the level of care needs; and
 - e. ongoing monitoring of services described in the individual's ISP.
2. Assist AGSH recipients with securing and maintaining lease-based rental housing. This residential setting shall be the least restrictive and most integrated setting practicable for the individual that:
 - a. complies with federal habitability standards;
 - b. provides cooking and bathroom facilities in each unit;
 - c. affords dignity and privacy to the individual; and
 - d. includes rights of tenancy pursuant to the Virginia Residential Landlord and Tenant Act (§55-248.2 et seq.).
 - e. provides rental levels that leave sufficient funds for other necessary living expenses, and
 - f. the provider shall not admit or retain recipients who require ongoing, onsite, 24-hour supervision and care or recipients who have any of the conditions or care needs described in subsection D of §63.2-1805.
3. Maintain an AGSH census of at least 45 individuals. The provider is expected to be full census within 12 months of operation and to maintain census of no less than 90% thereafter.
4. Request approval, in writing, of DBHDS for an AGSH recipient to live with a roommate freely chosen by the individual.
5. Adhere to all components of the AGSH Provider Operating Guidance.
6. Licensing/Certification Requirements:

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- a. The CSB shall maintain all relevant DBHDS licenses in good standing. Provide documentation of licensure status for relevant services to the Department for Aging and Rehabilitative Services (DARS) at initial certification and annually thereafter.
- b. The CBS shall maintain annual certification with DARS in accordance with §51.5-160 Section D.

B. The Department Responsibilities:

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

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

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

Scope of Services and Deliverables

The Mental Health Initiative (MHI) Fund was established by the General Assembly in FY 2000 to create a dedicated source of funding for mental health and substance abuse services for children and adolescents with serious emotional disturbances (SED) who are not mandated for the Children's Services Act (CSA). The Appropriation Act provides certain funds for the priority placed on those children who, absent services, are at-risk for custody relinquishment, as determined by the Family and Assessment Planning Team of the locality. These services have the purpose of keeping children in their homes and communities and preserving families whenever possible.

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

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

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individual child and reported through the CCC3 by using Consumer Designation Code 915 code.

5. MHI funds should not be used when another payer source is available.
6. Services must be based on the individual needs of the child or adolescent and must be included in an individualized services plan. Services must be child-centered, family focused, and community-based. The participation of families is integral in the planning of these services.
7. CSBs must develop policies and procedures for accessing MHI funds for appropriate children and adolescents
8. The CSBs shall develop a Mental Health Initiative funding plan in collaboration with the local Family and Assessment Planning Teams and/or Community Policy and Management Team. The funding plan shall be approved by the Community Policy and Management Teams of the localities. The CSB should seek input and guidance in the formulation of the protocol from other FAPT and CPMT member agencies. A copy of the plan shall be kept on file at the CSB.
 - a. The MHI Fund Protocol shall at minimum:
 - i. Clearly articulate the target population to be served within the serious emotional disturbance, at risk for serious emotional disturbance, and/or with co-occurring disorders, non-CSA mandated population;
 - ii. Establish defined protocols and procedures for accessing services, ensuring that all key stakeholder agencies have a method to link into services;
 - iii. Clearly articulate the kinds or types of services to be provided; and
 - iv. Provide for a mechanism for regular review and reporting of MHI expenditures.
9. **Appropriate Services to be supported by Mental Health Initiative (MHI) Funds** - CSBs must follow the DBHDS Core Services Taxonomy categories and subcategories in providing, contracting for, and reporting these services.
 - a. Types of services that these funds may be used for include, but are not limited to: crisis intervention and stabilization, outpatient, intensive in-home, intensive care coordination, case management, Family Support Partners, evidence-based practices, therapeutic day treatment, alternative day support (including specialized after school and summer camp, behavior aide, or other wrap-around services), and, supervised family support services.
 - b. All expenditures shall be linked to an individualized service plan for an individual child. Expenditures may be for something that is needed by more than one child, providing it can be linked to the individualized service plan of each child.
 - c. CSBs may use MHI funds to support personnel used to provide services to children and families. For example, the funds may be used to create a position dedicated to serving the non-CSA mandated population of children in the community; however, as stated above, each service provided should be linked to an individualized service plan for an individual child.
 - d. CSBs may use up to 10% of the total MHI fund allocation for administrative costs associated with the overall MHI fund management and administration. Administrative costs include non-direct service personnel and supplies.
 - e. MHI funds may not be used for residential care services, partial or full hospitalizations, or for CSA sum sufficient populations. MHI funding may not be used to purchase vehicles, furniture, computers, or to provide training.

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

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

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

12.3. Permanent Supportive Housing (PSH)**Scope of Services and Deliverables**

If the CSB receives state mental health funds for PSH for adults with serious mental illness, it shall fulfill these requirements:

- a. Comply with requirements in the PSH Initiative Operating Guidelines and any subsequent additions or revisions to the requirements agreed to by the participating parties. If the implementation of the program is not meeting its projected implementation schedule, the CSB shall provide a written explanation to and seek technical assistance from the Office of Adult Community Behavioral Health Services in the Department.
- b. Ensure that individuals receiving PSH have access to an array of clinical and rehabilitative services and supports based on the individual's choice, needs, and preferences and that these services and supports are closely coordinated with the housing-related resources and services funded through the PSH initiative.
- c. Assist Department staff as requested with any case-level utilization review activities, making records of individuals receiving PSH available and providing access to individuals receiving PSH for interviews.
- d. Track and report the expenditure of restricted state mental health PSH funds separately in the implementation status reports required in subsection f below. Based on these reports, the Department may adjust the amount of state funds on a quarterly basis up to the amount of the total allocation to the CSB. The CSB shall include applicable information about individuals receiving PSH services and the services they receive in its information system and CCS Extract monthly extracts.
- e. Reserve any current restricted state mental health funds for PSH that remain unspent at the end of the fiscal year to be used only for PSH activities in subsequent fiscal years as authorized by the Department.
- f. Submit implementation status reports for PSH within 45 days after the end of the quarter for the first three quarters and within 60 days of the end of the fiscal year to the Department. Submit data about individuals following guidance provided by the Office of Adult Community Behavioral Health and using the tools, platforms, and data transmission requirements provided by the Department. Establish mechanisms to ensure the timely and accurate collection and transmission of data. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow it to comply with them.
- g. Participate in PSH training and technical assistance in coordination with the Office of Adult Community Behavioral Health Services and any designated training and technical assistance

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providers.

12.4. Forensic Services

Scope Services and Deliverables

- A. **The CSB Responsibilities:** the CSB shall comply with the following requirements.
1. The CSB shall designate appropriate staff to the roles of Forensic Admissions Coordinator, Adult Outpatient Restoration Coordinator, and NGRI Coordinator to collaborate with the local courts, the forensic staff of state facilities, and the Department. The CSB shall notify the Department's Office of Forensic Services of the name, title, and contact information of these designees and shall inform the Director of any changes in these designations. The CSB shall ensure that designated staff completes all recommended training identified by the Department.
 2. Forensic evaluations and treatment shall be performed on an outpatient basis unless the results of an outpatient evaluation indicate that hospitalization is necessary. The CSB shall consult with their local courts and the Forensic Coordinator at the designated DBHDS hospital as needed in placement decisions for individuals with a forensic status, based upon evaluation of the individual's clinical condition, need for a secure environment, and other relevant factors.
 3. If an individual with a forensic status does not meet the criteria for admission to a state hospital, his psychiatric needs should be addressed in the local jail, prison, detention center, or other correctional facility, by the CSB in collaboration with local treatment providers.
 4. Upon receipt of a court order for forensic evaluation, the CSB shall provide or arrange for the provision of forensic evaluations required by local courts in the community in accordance with State Board Policy 1041.
 5. Upon receipt of a court order pursuant to § 16.1-356 of the Code of Virginia, the CSB shall provide or arrange for the provision of a juvenile competency evaluation.
 6. Upon receipt of a court order pursuant to § 16.1-357, the CSB shall provide or arrange for the provision of services to restore a juvenile to competency to stand trial through the Department's statewide contract.
 7. Upon receipt of a court order for the provision of adult outpatient competency restoration services pursuant to § 19.2-169.2 of the Code of Virginia, the CSB shall provide or arrange for the provision of services to restore the individual to competency to stand trial. These services shall be delivered in the local or regional jail, juvenile detention center (when a juvenile is being tried as an adult), other location in the community where the individual is currently located, or in another location suitable for the delivery of the restoration services when determined to be appropriate. These services shall include treatment and restoration services, emergency services, assessment services, the provision of medications and medication management services, and other services that may be needed by the individual in order to restore him to competency and to prevent his admission to a state hospital for these services.
 8. Upon written notification from a DBHDS facility that an individual hospitalized for restoration to competency pursuant to § 19.2-169.2 of the Code of Virginia has been restored to competency and is being discharged, the CSB shall to the greatest extent possible provide or arrange for the provision of services to the individual to prevent his readmission to a state hospital for these services.

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9. The CSB shall provide discharge planning for persons found not guilty by reason of insanity who are being treated in DBHDS facilities pursuant to § 19.2-182.2 through § 19.2 -182.7, and § 19.2-182.11 of the Code of Virginia, and in accordance with the provisions of the *Collaborative Discharge Requirements for Community Services Boards and State Hospitals: Adult & Geriatric*.
 10. The CSB will implement and monitor compliance with court-ordered Conditional Release Plans (CRPs) for persons found not guilty by reason of insanity and released with conditions pursuant to § 19.2-182.2 through § 19.2 -182.7, and § 19.2-182.11 of the Code of Virginia. This includes submission of written reports to the court on the person's progress and adjustment in the community, to be submitted no less frequently than every six months from the date of release to a locality served by the CSB. The CSB will also provide to the Department's Office of Forensic Services written monthly reports on the person's progress and adjustment in the community for their first 12 continuous months in the community. The CSB is responsible for providing the Office of Forensic Services copies of any written correspondence and court orders issued for NGRI acquittees in the community.
- B. Reporting Requirements:** The CSB shall supply information to the Department's Forensics Information Management System for individuals adjudicated not guilty by reason of insanity (NGRI), as required under § 37.2-508 or § 37.2-608 of the Code and as permitted under 45 CFR §§ 164.506 (c) (1) and (3), 164.512 (d), and 164.512 (k) (6) (ii)

12.5. Gambling Prevention**Scope of Service and Deliverable**

The Problem Gambling and Support Fund (9039) via the Office of Behavioral Health Wellness, Problem Gambling Prevention Program intends to prevent and minimize harm from the expansion of legalized gambling by implementing the Strategic Prevention Framework (SPF) planning model. We will begin this work by conducting a needs assessment and building community capacity across the state to make data driven decisions to determine priorities and select evidence-based strategies based upon the priorities identified.

In an effort to increase capacity to address problem gambling prevention the Department provides funding for CSB level problem gambling prevention needs assessments, data collection, and capacity building to then implement evidenced based initiatives and strategies that promote a comprehensive approach to problem gambling prevention in the Commonwealth.

- A. The CSB Responsibilities:** The CSB agrees to comply with the following requirements.
1. The CSB shall provide a proposed budget.
 2. These funds shall be used only for the implementation of the Problem Gambling Prevention Services described herein.
 3. The CSB shall participate in assessing regional needs by collecting data for their catchment area on gambling and gaming behaviors, pervasiveness of gambling through an environmental scan, and community readiness to address problem gambling prevention.
 4. The CSB shall build capacity in their CSB by assigning at least one person to oversee the problem gambling prevention needs assessment work who may then continue on to incorporate findings into the CSB's strategic plan and strategy implementation in the CSB's region as additional years of funding become available. This includes attending and participating in all trainings and webinars offered for this work.
 5. The CSB may either hire at least a part time staff person, add hours on to a current part time position in the organization, or adjust a current employees workload to allow for time to lead and ensure compliance and implementation of all problem gambling prevention activities.

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6. Any restricted state Problem Gambling and Support funds that remain unexpended or unencumbered at the end of the fiscal year may be carried over to the following year to be used only for Problem Gambling Prevention strategy expenses authorized by the Department.
- B. The Department Responsibilities:** The Department agrees to comply with the following requirements.
1. The Department shall monitor Problem Gambling Prevention Services program implementation progress through a quarterly report submitted by the CSB Problem Gambling Prevention Services Lead, other data gathering and analysis, periodic on-site or virtual visits to meet with the CSB Problem Gambling Prevention Services staff, and other written and oral communications with CSB Problem Gambling Prevention Services team members.
 2. The Department may adjust the CSB's allocation of continued state funds for the Problem Gambling Prevention Services based on the CSB's compliance with its responsibilities, including the requirements for maximizing resources from other sources
 3. The Department will respond to inquiries in a timely fashion, fulfill requests for training and share regular updates regarding the grant.
 4. Every effort will be made to provide at least two weeks lead time prior to report deadlines by DBHDS in partnership with OMNI Institute federal reporting contractor.
 5. The Department will provide a template for the plan and quarterly report for the CSB to use.
- C. Reporting Requirements:** The CSB shall track and account for its state Problem Gambling and Support Fund as restricted problem gambling prevention State funds, reporting expenditures of those funds separately in its quarterly reports.

12.6. Mental Health Services In Juvenile Detention Centers

Scope of Services and Deliverables

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

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

- A. The CSB Responsibilities:** The CSB agrees to comply with the following requirements.
1. The CSB shall provide mental health and substance use services to youth detained in the juvenile detention center, this may include youth who are pre-adjudicated, youth who are post-adjudicated, youth who are post-dispositional, and youth who are in a community placement program. Since most youth have short lengths of stay, clinical services in juvenile detention should be designed to provide short term mental health and substance use services. At times, a youth may have a long length of stay and the CSB should be prepared to provide services as needed. Below are examples of core services a CSB typically provides with this funding to most of the youth it serves in juvenile detention centers:
 - a. Case management,
 - b. Consumer Monitoring,
 - c. Assessment and Evaluation,
 - d. Medical Services, or
 - e. Individual or group therapy when appropriate (coded as outpatient services)
 2. The CSB shall provide discharge planning for community based services for youth with identified behavioral health and/or substance use issues who return to the community.

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3. The CSB shall have a Memorandum of Understanding (MOU), a Memorandum of Agreement (MOA), or contract with the juvenile detention center in which the CSB provides services. The MOU, MOA, or contract shall outline the roles and responsibilities of each entity as well as outline a plan for regular communication between the CSB and Juvenile Detention Center.
 4. The CSB shall notify the Office of Child and Family Services of any significant staffing changes or vacancies that cannot be filled within 90 days.
- B. The Department Responsibilities:** The Department agrees to comply with the following requirements. The Department shall establish a mechanism for regular review of reporting Mental Health in Juvenile Detention fund expenditures, data, and MOUs/MOAs or contracts to include a process by the Office of Child and Family Services.
- C. Reporting Requirements:**
1. The CSB shall account for and report the receipt and expenditure of these restricted funds separately.
 2. The CSB shall adhere to the current Core Services Taxonomy descriptions and classifications of services. This information will be reported through the CCS by using Consumer Designation Code 916 code assigned each youth receiving services. When the youth is no longer receiving services in the juvenile detention center, the 916 Consumer Designation Code will be closed out.
 3. The CSB biennially, shall provide a copy of a signed MOU/MOA or contract to the Department.

13. OTHER PROGRAM SERVICES

This section includes certain program services initiatives CSB may engage in with the Department such as, but not limited to regional programs, pilot and other projects,

13.1. Mental Health Crisis Response And Child Psychiatry Funding –Regional Program Services

Scope of Services and Deliverables

Children's Residential Crisis Stabilization Units (CRCSU) are a crucial part of the community-based continuum of care in Virginia. The expectations outlined in this document support the strategic vision of DBHDS to provide access to quality, person-centered services and supports in the least restrictive setting, and that exemplify clinical and management best practices for CRCSUs. CRCSUs should demonstrate consistent utilization, evidence-based clinical programming, and efficient operations. CRCSUs provide treatment for individuals requiring less restrictive environments than inpatient care for managing their behavioral health crises.

The funds are provided to the CSB as the regional fiscal agent to fund other CSBs in the designated region or regional programs to provide Child Psychiatry and Children's Crisis Response services.

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

1. **Child Psychiatry and Crisis Response:** The regional fiscal agent shall require a Memorandum of Understanding (MOU), a Memorandum of Agreement (MOA), or a contract with all CSBs in their region if Child Psychiatry and Crisis Clinician Services are to be provided by individual boards. The MOU or MOA shall outline the roles, responsibilities of the regional fiscal agent and each board receiving funding, funding amounts, data and outcomes to be shared with the regional fiscal agent, and how children can access child psychiatry and crisis clinician services. The MOU, MOA, or contract shall be developed by the CSB providing the services, reviewed by the regional fiscal agent, and executed once agreed upon.

If the CSB fiscal agent is providing regional Child Psychiatry and Crisis Clinician Services, then the regional fiscal agent shall develop the MOU, MOA, or contract to be reviewed by each CSB in the region and executed once agreed upon.

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- a. Each CSB shall have access to a board-certified Child and Adolescent Psychiatrist who can provide assessment, diagnosis, treatment and dispensing and monitoring of medications to youth and adolescents involved with the community services board. The CSB may hire a psychiatric nurse practitioner due to the workforce shortage of child and adolescent psychiatrists or contract within the region to have access.
 - b. The psychiatrist's role may also include consultation with other children's health care providers in the health planning region such as general practitioners, pediatricians, nurse practitioners, and community service boards' staff, to increase their expertise in the prevention, diagnosis, and treatment of children with mental health disorders.
 - c. CSBs must include, in the MOA/MOU, a description on how the CSB creates new or enhances existing community-based crisis response services in their health planning region, including, but not limited to mobile crisis response and community stabilization services, with the goal of diverting children from inpatient psychiatric hospitalization to less restrictive services in or near their communities.
 - d. Funds cannot be used to fund emergency services pre-screener positions if their role is to function as an emergency services clinician.
2. **Scope of Services for Children's Residential Crisis Stabilization Unit.**
 - a. Staffing:
 1. The CRCSU staffing plan will be reviewed by the CSB clinical director at least quarterly to determine staffing needs and to ensure that staffing patterns meet the needs of the individuals served.
 2. Reviews are to ensure that staffing plans maximize the unit's ability to take admissions 24 hours a day seven (7) days a week. The CRCSU will follow the Service Description and Staffing as defined in Article 1 of Part IV in Chapter 105 Rules and Regulations for Licensing Providers by The Department of Behavioral Health and Developmental Services.
 3. The CRCSU will include family members, relatives and/or fictive kin in the therapeutic process and/or family support partners, unless it is not deemed clinically appropriate.
 4. The CRCSU will have a well-defined written plan for psychiatric coverage. The plan must address contingency planning for vacations, illnesses, and other extended absences of the primary psychiatric providers. Plans will be reviewed and updated as needed. Plans will be consistent with licensing and DMAS regulations.
 5. The CRCSU will have a well-defined written plan for nursing and/or clinical staff coverage. The plan must address contingency planning for vacations, vacancies, illnesses, and other extended staff absences. Plans will be reviewed and updated as needed. Plans will be consistent with licensing and DMAS regulations.
 6. The CRCSU will have a well-defined written plan for staffing all provider coverage during weather related events and other natural and man-made disasters or public health emergencies. Plans will be reviewed and updated as needed.
 7. CRCSU will have access to a Licensed Mental Health Professional (LMHP) or Licensed Mental Health Professional Eligible (LMHP-E) on-site during business hours and after hours, as needed, for 24/7 assessments.
 - b. Admission and Discharge Process:
 1. Individuals considered for admission should not have reached their 18th birthday prior to admission.
 2. The CRCSU shall review and streamline their current admission process to allow for admissions 24 hours a day seven (7) days a week.
 3. The CRCSU shall develop well-defined written policies and procedures for reviewing requests for admission. The CRCSU will maintain written documentation of all requests and denials that include clinical information that could be used for inclusion or exclusion criteria. Admission denials must be reviewed by the LMHP or CSU Director within 72 hours of the denial decision.
 4. The CSU shall agree to the following exclusionary criteria:

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- i. The individual's psychiatric condition is of such severity that it can only be safely treated in an inpatient setting due to violent aggression or other anticipated need for physical restraint, seclusion or other involuntary control
 - a. This may include: Individuals demonstrating evidence of active suicidal behavior. Individuals with current violent felony charges pending. Individuals demonstrating evidence of current assaultive or violent behavior that poses a risk to peers in the program or CRCSU staff. Individuals demonstrating sexually inappropriate behavior, such as sexually touching another child who is significantly older or younger that is not considered developmentally normal, within the last 12 months. Individuals with repetitive fire starter within the last 12 months.
 - ii. The individual's medical condition is such that it can only be safely treated in a medical hospital as deemed by a physician
 - iii. This may include individuals deemed to have medical needs that exceed the capacity of the program.
 - iv. The individual does not voluntarily consent to admission with the exception of temporary detention orders pursuant to §37.2-800 et. seq. and §16.1-335 et seq. of the Code of Virginia
 - v. This may include individuals that are unable or unwilling to participate in the programmatic requirements to ensure safety of staff and residents of the program. Individuals unable or unwilling to participate with the goals set out in individualized service plan (ISP). Individuals who demonstrate or report inability to function in a group setting without causing significant disruption to others and are not able to participate in alternative programming
 - vi. The individual can be safely maintained and effectively participate in a less intensive level of care
 - vii. This may include individuals whose needs can be better met through other services such as; individuals with a primary diagnosis of substance use disorder with current active use, individuals with ID/DD diagnosis better served by REACH programming.
 - viii. The request for service authorization is being pursued to address a primary issue of housing need, including individuals who were in some form of housing placement prior to admission to the RCSU and are not currently allowed to return and do not meet medical necessity criteria
 - ix. Admission does not meet medical necessity criteria and is being used solely as an alternative to incarceration.
 - x. Individuals admitted to the CRCSU should be at risk of serious emotional disturbance or seriously emotionally disturbed. The criteria for determining this is included in the current taxonomy.
 - 5. The CRCSU shall accept and admit at least 55% of referrals made.
 - 6. The CRCSU shall develop well-defined written policies and procedures for accepting step-downs from the Commonwealth Center for Children and Adolescents.
 - 7. The CRCSU will follow discharge planning requirements as cited in the DBHDS licensing regulations (12VAC35-105-693).
 - 8. CRCSUs will assess the integrated care needs of individuals upon admission and establish a plan for care coordination and discharge that addresses the individual's specialized care needs consistent with licensing and DMAS medical necessity
 - c. Programming
 - 1. The CRCSU will have a well-defined written schedule of clinical programming that covers at least eight (8) hours of services per day (exclusive of meals and breaks), seven (7) days a week. Programming will be trauma informed, appropriate for

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- individuals receiving crisis services, and whenever possible will incorporate evidence-based and best practices.
2. Programming must be flexible in content and in mode of delivery in order to meet the needs of individuals in the unit at any point in time.
 3. The CRCSU will maintain appropriate program coverage at all times. The unit will have a written transition staffing plan(s) for changes in capacity.
 4. The CRCSU manager, director, or designee shall implement a review process to evaluate both current and closed records for completeness, accuracy, and timeliness of entries. (12VAC35-105- 920)
 5. Programming will contain a mix of services to include but not limited to: clinical, psycho educational, psychosocial, relaxation, and physical health.
 6. Alternate programming must be available for individuals unable to participate in the scheduled programming due to their emotional or behavioral dysregulation.
 7. The CRCSU manager, director, or designee shall outline how each service offers a structured program of individualized interventions and care designed to meet the individuals' physical and emotional needs; provide protection, guidance and supervision; and meets the objectives of any required individualized services plan. The CRCSU will provide scheduled recreational to include but not limited to: art, music, pet therapy, exercise, and yoga, acupuncture, etc.
- d. Resources:
1. The CRCSU will develop a well-defined written process for building collaborative relationships with private and state facilities, emergency services staff, CSB clinical staff, schools, Family and Assessment Planning Teams (FAPT) and local emergency departments in their catchment area. Ideally, these collaborative relationships will facilitate the flow of referrals to the CRCSU for diversion and step down from a hospital setting and to transition an individual from a CRCSU to a higher level of care. This process will be documented in the CRCSUs policies and procedures.
 2. The CRCSU will participate in meetings in collaboration with DBHDS and other CRCSUs at least quarterly
 2. The CRCSU will comply with all DBHDS licensing requirements.
 3. The CRCSU will provide data as per the provided DBHDS standardized spreadsheet for the CRCSU on a quarterly basis until such time this request is discontinued upon full operation of the retrieval of data from the Crisis Data Platform
 4. The CRCSU will be responsible for the uploading of bed registry data metrics into the Crisis Data Platform as per the DBHDS Bed Registry Standards.
 5. CRCSUs shall be considered regional programs and is not specific to the physical location of the program. The CSBs in the Region will revise the Memorandum of Understanding (MOU) governing the Regional CRCSU and provide this to the Department upon request.
 6. The CRCSU will offer evidence based and best practices as part of their programming and have an implementation/ongoing quality improvement for these in the context of the applicable regulations. The CRCSU shall develop a written plan to maintain utilization at 65% averaged over a year and submit to DBHDS annually, Crisis Services Coordinator with ongoing revisions as needed. DBHDS will review utilization data annually and make adjustments to utilization targets up to 75% required capacity.
 7. The CRCSU will develop a written plan to ensure the CRCSUs remain open, accessible, and available at all times as an integral part of DBHDSs community-based crisis services.
 8. The CRCSU will develop a written plan to accept individuals accepting step-downs from Commonwealth Center for Children and Adolescents.
 9. The CSB shall meet the reporting requirements required in Section 7. Reporting Requirements and Data Quality of the FY 2022 and FY 2023 Community Services Performance Contract. This includes reporting requirements for both CARS and CCS.
- B. The Department Responsibilities:** In order to implement the **Children's Residential Crisis Stabilization Unit** the Department agrees to comply with the following requirements.

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1. The Department shall provide Technical Assistance (TA), to include but not limited to: networking meetings, training, and site visits to the CSB upon request or if the staff determines based on yearly monitoring visits that the project is not accomplishing its mission or meeting its goals as described above.
2. The Department will initiate Quality Improvement Plans (QIP) after Technical Assistance has been provided and a CRCSU continues to not meet established benchmarks and goals. The purpose of the QIP is to have a period of collaborative improvement.
3. The Department will initiate Corrective Action Plans (CAP) if benchmarks and goals continue to not be met after TA and QIPs. There may be times where an issue is so severe that a CAP would be necessary where there was not a QIP in place, but this would be under extenuating circumstances.
4. The Department shall conduct annual monitoring reviews on the procedures outlined above.
5. The Department shall determine need for site visits based on monitoring that the CRCSU is not accomplishing its mission or meeting its goals as described in this document. The CRCSU will construct a corrective action plan for units not meeting their goals and collaborate with the CRCSU to implement the plan.
6. The Department shall monitor data to ensure data submitted through reports meets the expectations as outlined in this document and in the CRCSU written plans
7. The Department shall schedule quarterly meetings with the CCRU points of contact

C. Reporting Requirements for Children's Residential Crisis Stabilization Unit.

1. Annually submit as part of the yearly programmatic monitoring a plan to DBHDS to streamline the admission process to allow for 24 hours a day, 7 day a week admissions.
2. The CRCSU will document in EHR all required elements for service and CCS.
3. Monthly CRCSU will provide additional data points as requested to DBHDS Office of Child and Family Services, no later than the 15th of the month following the reporting month.
4. Providing data, as per the provided DBHDS standardized spreadsheet, for the CRCSU on a quarterly basis until such time this request is discontinued upon full operation of the retrieval of data from the Crisis Data Platform;
5. Uploading of bed registry data metrics into the Crisis Data Platform as per the DBHDS Bed Registry Standards per Code of Virginia (Chapter 3, Article 1, 37.2-308.1)

13.2. Child Psychiatry And Children's Crisis Response Funding

A. The CSB Responsibilities: In order to implement the CSB Fiscal Agent agrees to comply with the following requirements.

1. The Regional Fiscal Agent shall notify the department of any staffing issues for these services such as a reduction in staffing or an extended vacancy.
2. The Regional Fiscal Agent shall consult with the Office of Child and Family Services about any changes to the services allocation.
3. The CSB may charge an administrative cost in accordance with the role the CSB is serving for the region. The amount of funding that may be retained by the Regional Fiscal Agent for Administrative Costs is as follows:
 - a. If the Regional Fiscal Agent is only passing the funding through to another CSB or service entity and is not entering into a contract or managing the program for which the funds are intended, the Regional
 - b. Fiscal Agent may retain up to 2.5% of the allocation amount for Administrative Costs.
 - c. If the Regional Fiscal Agent is entering into a subcontract with another entity which will allow the third party to administer the service or program, the Regional Fiscal Agent may retain up to 5% of the allocation for Administrative Costs.

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d. If the Regional Fiscal Agent is directly administering the program or service for which the funds are intended, the Regional Fiscal Agent may retain up to 10% of the allocation for Administrative Costs.

4. The Regional Fiscal Agent shall receive monthly Child Psychiatry reports from each CSB which include: the hours of service provided by the child psychiatrist, the number of children served, and consultation hours with other health providers. This shall occur when the Regional Fiscal Agent is passing the funding to another CSB within the region to manage the responsibility of providing psychiatric services.
5. The Regional Fiscal Agent shall provide the executed MOU, MOA, or contract with each CSB to the Department's Office of Child and Family Services for its review.

B. The Department Responsibilities: In order to implement the **Child Psychiatry and Children's Crisis Response Funding** the Department agrees to comply with the following requirements.

1. The Department shall distribute the funds in the regular semi-monthly electronic funds transfers, beginning with the July 1 payment of each state fiscal year.
2. The Department shall establish a mechanism for regular review of reporting Child Psychiatry Services through the Child Psychiatry and Children's Crisis Response Funding expenditures, data, and MOUs/MOAs to include a process by the Office of Child and Family Services and will regularly share this data with the CSB's for proactive programming.
3. The Department will annually review Child Psychiatry and Children's crisis response spending.
4. The Department will provide technical assistance as needed.
5. The Department shall provide Technical Assistance (TA) as needed to the CSB's.

C. Reporting Requirements: For **Regional Fiscal Agent for Child Psychiatry and Crisis Response Responsibilities**.

1. The CSB shall account for and report the receipt and expenditure of these performance contract restricted funds separately.
3. The CSB shall adhere to the current Core Services Taxonomy descriptions and classifications of services.
4. The CSB shall provide a copy of a signed MOU/MOA to the Department.
5. The CSB should notify the department of staffing issues for these programs, such as a reduction in staffing or an extended vacancy.
7. The CSB may carry-forward a balance in the Child Psychiatry and Children's Crisis Response Fund during the biennium in which the funds were distributed. If the CSB has a balance of 10% or greater, of the current allocation, at the end of the biennium, the CSB shall work with the OCFS to develop a plan to spend the end of the biennium balance.

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

STEP-VA is an initiative designed to improve the community behavioral health services available to all Virginians. All CSB in Virginia are statutorily required to provide all STEP-VA services. These services include: Same Day Access, Primary Care Screening, Outpatient Services, Crisis Services, Peer and Family Support Services, Psychiatric Rehabilitation, Veterans Services, and Case Management and Care Coordination. Over time, after full implementation of STEP-VA, the Department anticipates fewer admissions to state and private hospitals, decreased emergency room visits, and reduced involvement of individuals with behavioral health disorders in the criminal justice system.

1. Outpatient Services

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Outpatient services are considered to be foundational services for any behavioral health system. The Core Services Taxonomy 7.3 states that outpatient services may include diagnosis and evaluation, screening and intake, counseling, psychotherapy, behavior management, psychiatry, psychological testing and assessment, laboratory and ancillary services. As one of the required services for STEP-VA, the purpose of the Outpatient Services step is to ensure the provision of high quality, evidence-based, trauma-informed, culturally-competent, accessible behavioral health services that addresses a broad range of diagnoses and considers an individual's course of illness across the lifespan from childhood to adulthood.

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

1. The CSB will offer evidence based and best practices as part of their programming and implementation of Outpatient Services to the adults, children and families in the community.
2. The CSB/BHA shall increase capacity and community access to Children's Outpatient services.
3. CSB shall provide an appointment to a high quality CSB outpatient provider or a referral to a non-CSB outpatient behavioral health service within 10 business days of the completed SDA intake assessment, if clinically indicated. The quality of outpatient behavioral health services is the key component of this step.
4. All CSB will establish a quality management program and continuous quality improvement plan to assess the access, quality, efficiency of resources, behavioral healthcare provider training, and patient outcomes of those individuals receiving outpatient services through the CSB. This may include improvement or expansion of existing services, the development of new services, or enhanced coordination and referral process to outpatient services not directly provided by the CSB.
5. CSB shall establish expertise in the treatment of trauma related conditions.
6. CSB should provide a minimum for outpatient behavioral healthcare providers of 8 hours of trauma focused training in treatment modalities to serve adults, children/adolescents and their families within the first year of employment and 4 hours in each subsequent years or until 40 hours of trauma-focused treatment can be demonstrated.
7. The CSB shall complete and submit to the Department quarterly DLA-20 composite scores through CCS as well as provide training data regarding required trauma training yearly in July when completing federal Block Grant reporting.

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

1. Conduct in-person or virtual visits/check-ins at least 2 times a year with the CSB program leadership to ensure compliance with the scope and requirements of the regional services; and to review outcomes, which include challenges and successes of the programs.
2. Determine the need for site visits based on monitoring, particularly if the Programs are not accomplishing its missions, and/or meeting its goals as described in this document.

2. Primary Care Screening and Monitoring

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

- A.** For the implementation of "ongoing behavioral health service" is defined as "child with SED receiving Mental Health Targeted Case Management or adult with SMI receiving Mental Health Targeted Case Management". These clients are required to be provided with a yearly primary care screening to include, at minimum, height, weight, blood pressure, and BMI. This

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screening may be done by the CSB or the individual may be referred to a primary care provider to have this screening completed.

- B. If the screening is done by a primary care provider, the CSB is responsible for the screening results to be entered in the patient's CSB electronic health record. The CSB will actively support this connection and coordinate care with physical health care providers for all service recipients.
- C. CSB shall screen and monitor any individual over age 3 being prescribed an antipsychotic medication by a CSB prescriber for metabolic syndrome following the American Diabetes Association guidelines.
- D. Individuals with serious mental illness (SMI), a population primarily served by the CSB, are known to be at higher risk for poor physical health outcomes largely due to unidentified chronic conditions. Therefore it is important for behavioral health staff to provide primary care screening to identify and provide related care coordination to ensure access to needed physical health care.
- E. For the population includes all individuals over age 3 who receive psychiatric medical services by the CSB. CSB must report the screen completion and monitoring completion in CCS monthly submission.

3. Same Day Access (SDA)

SDA means an individual may walk into or contact a CSB to

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

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

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

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

- A. All CSB shall ensure they have clinician(s) who specialize in treatment for post-traumatic stress disorder and other forms of trauma including from military and/or combat service including military sexual trauma and substance use disorders.
- B. CSB shall ensure behavioral health services including but not limited to SMI, SUD, Co-Occurring and Youth/Adolescents. Clinical services for this population shall align with federal

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clinical guidelines from Veterans Affairs and Department of Defense can be found at <https://www.healthquality.va.gov>.

- C. CSB shall identify and refer SMVF seeking services to internal providers that have been trained in military cultural competency (MCC); collaborate with Military Treatment Facilities (MTFs), Veterans Health Administration (VHA) facilities, Virginia Department of Veterans Services (DVS) programs and other external providers to determine SMVF eligibility for services, and assist SMVF with services navigation.
- D. The CSB shall submit information on SMVF receiving services in CCS monthly submission.

13.3. Case Management Services Training

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

13.4. Developmental Case Management Services Organization

The CSB shall structure its developmental case management or support coordination services so that a case manager or support coordinator does not provide a DD Waiver service other than services facilitation and a case management or support coordination service to the same individual. This will ensure the independence of services from case management or service coordination and avoid perceptions of undue case management or support coordination influence on service choices by an individual.

13.5. Access To Substance Abuse Treatment For Opioid Abuse

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

13.6. Regional Programs

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

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14. CSB CODE MANDATED SERVICES		
Services	Mandated	Description
Certification of Preadmission Screening Clinicians	VA Code Mandated	The CSB and Department prioritize having emergency custody order or preadmission screening evaluations performed pursuant to Article 16 of Chapter 11 of Title 16.1, Chapters 11 and 11.1 of Title 19.2, and Chapter 8 of Title 37.2 in the Code provided by the most qualified, knowledgeable, and experienced CSB staff.
Department of Justice Settlement Agreement (DOJ SA)	Compliance with DOJ SA	See Exhibit M of the performance contract.
Discharge Planning	VA Code Mandated	Section 37.2-500 of the Code of Virginia requires that CSB must provide emergency services.
Emergency Services Availability	VA Code Mandated	Section 32.2-500 of the code requires the CSB shall have at least one local telephone number, and where appropriate one toll-free number, for emergency services telephone calls that is available to the public 24 hours per day and seven days per week throughout its service area.
Preadmission Screening	VA Code Mandated	The CSB shall provide preadmission screening services pursuant to § 37.2-505 or § 37.2-606, § 37.2-805, § 37.2-809 through § 37.2-813, § 37.2-814, and § 16.1-335 et seq. of the Code and in accordance with the Continuity of Care Procedures in Appendix A of the CSB Administrative Requirements for any person who is located in the CSB's service area and may need admission for involuntary psychiatric treatment. The CSB shall ensure that persons it designates as preadmission screening clinicians meet the qualifications established by the Department per section 4.h and have received required training provided by the Department.
Preadmission Screening Evaluations	VA Code Mandated	1.) The purpose of preadmission screening evaluations is to determine whether the person meets the criteria for temporary detention pursuant to Article 16 of Chapter 11 of Title 16.1, Chapters 11 and 11.1 of Title 19.2, and Chapter 8 of Title 37.2 in the Code and to assess the need for hospitalization or treatment. Preadmission screening reports required by § 37.2-816 of the Code shall comply with requirements in that section.
STEP-VA	VA Code Mandated and Appropriations Act MM.1	<p>Pursuant to 37.2-500 and 37.2-601 of the Code, all CSB shall provide the following services as described in the Taxonomy and report data through CCS 3 and CARS as required by the Department.</p> <p>Same Day Mental Health Assessment Services (SDA or Same Day Access)</p> <p>Outpatient Primary Care Screening Services</p>

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		<p>Outpatient Behavioral Health and Substance Use Disorder Services</p> <p>Peer Support and Family Support Services</p> <p>Mental Health Services for Military Service Members, Veterans, and Families (SMVF)</p>
Virginia Psychiatric Bed Registry	VA Code Mandated	The CSB shall participate in and utilize the Virginia Psychiatric Bed Registry required by § 37.2-308.1 of the Code to access local or state hospital psychiatric beds or residential crisis stabilization beds whenever necessary to comply with requirements in § 37.2-809 of the Code that govern the temporary detention process.

Amendment 1

**FY22-23 Community Services Performance Contract
Exhibit I: Behavioral Health Wellness/Prevention Services**

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Amendment 1

FY22-23 Community Services Performance Contract
Exhibit I: Behavioral Health Wellness/Prevention Services

A. Required SABG Prevention Set-Aside Frameworks

- 1. Strategic Prevention Framework (SPF):** The CSB, in partnership with local community coalitions, shall use the data driven Strategic Prevention Framework (SPF) planning model to: complete a needs assessment using community, regional, and state data; build capacity to successfully implement prevention services; develop logic models, inclusive of CSB only programs and coalition partnership efforts, and a strategic plan with measurable goals, objectives, and strategies; implement evidenced-based programs, practices, and strategies that are linked to data and target populations; evaluate program management and decision making for enabling the ability to reach outcomes; plan for the sustainability of prevention outcomes; and utilize culturally appropriate strategies throughout all aspects of the SPF process.

The CSB shall work with OMNI Institute, the Department's evaluation contractor, to develop an evaluation plan for its SABG prevention set aside-funded prevention services, Suicide Prevention, Mental Health First Aid and Problem Gambling Prevention strategies.

- 2. Institute of Medicine (IOM) and Center for Substance Abuse Prevention (CSAP) Six (6) Strategies:** The CSB shall use the IOM model to identify target populations based on levels of risk: universal, selective, and indicated. The CSB shall utilize the CSAPs evidenced- based strategies: information dissemination, education and skill building, alternatives, problem identification and referral, community-based process, and environmental approaches. Community-based process/coalitions and environmental approaches that impact the population as a whole are keys to achieving successful outcomes and are Department priorities.

- 3. Evidence Based Prevention Practice:** The Department prioritizes programs, practices, and strategies that target the prevention of substance use disorders, gambling use disorders and suicide and promotes mental health wellness across the lifespan using data to identify specific targets. The current prevention model best practice and a Department priority is environmental strategies complemented by programs that target the highest risk populations: selective and indicated (refer to subsection 5.b).

All programs, practices, and strategies must link to a current local needs assessment and align with priorities set forth by the Department. Remaining Departmental resources may be utilized to meet additional locally identified needs in the CSB catchment area. Programs, practices, and strategies can be selected from the following resources: Office of Juvenile Justice and Delinquency Prevention Effective, Blueprints Model Programs, Blueprints Promising Programs, Suicide Prevention Resource Center Section 1, Centers for Disease Control and Prevention Evidence-Based Practices and other sources of evidenced based prevention practice.

The CSB must select them based on evidence and effectiveness for the community and target population. All programs, practices, and strategies must be approved by the Department prior to implementation.

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

B. DBHDS Behavioral Health Wellness Priorities

- 1. SYNAR Strategies- Merchant Education and Counter Tools**

In July 1992, Congress enacted P.L. 102-321 section 1926, the SYNAR Amendment, to decrease youth retail access to tobacco.

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Beginning in FY 2003, the Department allocated \$10,000 annually to the CSB to complete SYNAR-related tasks. To stay in compliance with the SABG, states must meet and sustain the merchant retail violation rate (RVR) under 20 percent or face penalties to the entire SABG, including funds for treatment. Merchant education involves educating local merchants about the consequences of selling tobacco products to youth. This strategy has been effective in keeping state RVR rates under the required 20 percent. The CSB shall conduct merchant education activities with all merchants deemed by the Alcoholic Beverage Control Board to be in violation of selling tobacco products to youth in the CSB's service area. Other merchants shall be added if deemed to be at higher risk due to factors such as being in proximity to schools.

The CSB, itself or in collaboration with the local coalition, shall continuously update the verified list of tobacco retailers, including all retailers selling vapor products, by conducting store audits and recording the data into the Countertools system.

The CSB shall conduct store audits of and merchant education with 100 percent of tobacco retailers in its service area over a two year period. All store audit and merchant education activities shall be documented in the Counter Tools system and recorded in the prevention data system. Tobacco education programs for youth with the goal of reducing prevalence or use are not to be identified as SYNAR activities.

2. Adverse Childhood Experiences (ACEs) Self-Healing Communities

ACEs have been connected to physical, emotional and behavioral health consequences in youth and adults to include substance use disorder, depression, anxiety and suicide. The self-healing communities' model builds the capacity of communities to define and solve problems most relevant to their localities to address ACEs and prevent and reduce the impact.

This model starts with training and then expanding leadership in each community. Research shows there is a significant connection between ACEs and suicides and drug overdoses. Helping communities understand the impact of ACEs will expand the leadership capacity necessary to do just that.

3. Mental Health First Aid (MHFA) and Regional Suicide Prevention Initiatives

In the FY 2014 budget, an ongoing appropriation was made to expand and support Suicide Prevention and Mental Health First Aid initiatives across the Commonwealth of Virginia in an effort to prevent suicide and reduce the stigma of mental illness and encourage seeking help.

The CSB shall work with the regional MH/Suicide prevention team to provide a regionally developed suicide prevention plan using the Strategic Prevention Framework model.

The plan developed by the team shall identify suicide prevention policies and strategies using the most current data to target populations with the highest rates of suicide. If selected by the region, the CSB shall act as the fiscal agent for the state funds supporting the suicide prevention services. MHFA may be offered by individual CSBs and/or as a part of the regional effort.

4. Problem Gambling Use Prevention

Problem Gambling Prevention has been identified through the JLARC November 2019 reports as follows: Additional gambling options in Virginia would increase the number of Virginians at risk of harm from problem gambling. These harms include financial instability and negative impacts on mental health and relationships. The percentage of adult Virginians who experience gambling disorder—a clinical addiction—would be small, but a larger number of gamblers would suffer

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negative effects, as well as their friends and family. Virginia's current problem gambling prevention and treatment efforts are minimal and need to be enhanced, even if gaming is not expanded. States with casinos and other forms of gaming typically use a portion of their gaming tax revenue to fund problem gambling prevention and treatment efforts. An effective problem gambling prevention and treatment program in Virginia could cost \$2 million to \$6 million annually. An effective program would also require collaboration among gaming operators and the state, with the Department of Behavioral Health and Developmental Services leading the state's efforts. DBHDS OBHW partners with local CSBs to implement prevention efforts.

C. SABG Prevention Proposed Performance Contract Measures

To reflect the performance in the above-named categories, we will use the following measures as a minimum requirement:

Priority	Performance Contract Measures Strategy
General Capacity Requirements	<ol style="list-style-type: none"> Each CSB must complete an evaluation plan which is revised and approved annually and includes: <ol style="list-style-type: none"> A logic model which includes all of the required priority strategies all CSBs must implement and any discretionary strategies the CSB has elected to implement. A measurement plan documenting how all required metrics will be tracked and reported. All prevention programs, practices, and strategies must be evidence-based and approved by the DBHDS OBHW team. Only strategies that align with the state-identified priorities and/or the CSB's logic model outcomes will be approved. Each CSB must maintain a license for the Performance-Based Prevention System (PBPS) and record all implemented strategies in the PBPS. Each CSB must maintain a minimum of 1 FTE Prevention Lead position. This position leads and ensures compliance and implementation of all Prevention priority strategies. Prevention funding should be used for prevention staff to attend at least one national prevention-related conference per year. Any national conferences outside of the NPN Prevention Research Conference, NATCON, CADCA National or Mid-Year Conferences must have prior DBHDS approval. Each CSB receives \$3000 in their base allocation to help support this capacity building effort.
Community Coalition Development	<ol style="list-style-type: none"> The CSB shall be involved in a minimum of 6-10 coalition meetings a year. The CSB should maintain membership in CADCA and/or CCoVA each year. The CSB and its associated coalition should ensure youth engagement in the coalition either as a sub-group of the coalition or a separate youth coalition. The CSB should maintain a social media presence to publicize prevention activities and messaging (Facebook page, Instagram, website, etc.) Websites should be updated monthly at a minimum and social media bi-weekly to ensure information and resources remain relevant and engages the community. Every 2 years, each CSB must complete a coalition readiness assessment and an assessment of representation in the coalition of the following 12 sectors: youth; parents; businesses; media; school; youth-serving organizations; law enforcement; religious/fraternal organizations; civic and volunteer organizations; healthcare professionals; state, local and tribal governments; and other organizations involved in reducing illicit substance use.

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SYNAR: Merchant Education and Counter Tools	<ol style="list-style-type: none"> 1. The CSB shall conduct store audits of and merchant education with 100 percent of tobacco/nicotine retailers in its service area over a two-year period. Any retailer to be found in violation in the previous year is to be given priority for merchant education. The CSB also must maintain and update a list of tobacco/nicotine retailers in its catchment area over the two-year period. 2. 3. Data must be entered into the Counter Tools and PBPS systems. 4. Tobacco education programs for youth with the goal of reducing prevalence of use are not to be identified as SYNAR activities.
ACEs Self-Healing Communities	<ol style="list-style-type: none"> 1. All CSBs should ensure there are at least 2 ACEs master trainers in their catchment area at all times. 2. All CSBs must conduct at least 12 ACEs trainings annually. 3. All ACEs training data (including number of trainings held and number of people trained) must be reported in PBPS. 4. CSBs which are designated as Self-Healing Communities and are receiving additional funding to address ACEs must complete all items noted above <i>and</i> the following: 5. Maintain an ACEs self-healing community advisory committee made up of a cross-section of community partners, meets at least quarterly, reviews the Self-Healing Communities logic model and provides ongoing feedback and recommendations on how to best achieve the logic model goals.
	<ol style="list-style-type: none"> 6. Create a logic model specific to the ACEs work that is planned and implemented in the community. 7. Submit a quarterly report on all ACEs strategies and measures. 8. Engage in a local Trauma-Informed Community Network (TICN) or other trauma-centered coalition.
MHFA/Suicide Prevention Planning and Trainings	<ol style="list-style-type: none"> 1. The CSB shall work with the regional MH/suicide prevention team to provide a regionally developed suicide prevention plan using the Strategic Prevention Framework model. 2. The plan developed by the team shall identify suicide prevention policies and strategies. Strategies should be determined using the most current data and there should be strategies in the plan that are for the community as a whole as well as strategies that target subpopulations with the highest rates of suicide. The plan should also identify the CSB's marketing plan to ensure community groups (schools, faith groups, businesses, etc.) and community members are aware of the mental health and suicide prevention trainings the CSB is providing. 3. Each MHFA trainer must provide a minimum of 3 Youth and/or Adult MHFA trainings annually. 4. The CSB should ensure a minimum of 45 community participants are trained annually in MHFA (across all MHFA trainers at the CSB; there is no minimum number of trainees for each certified trainer). 5. In addition to the required MHFA trainings, a minimum of 3 suicide prevention trainings <i>per trainer</i> must be provided annually. These 3 trainings may be a combination of any of the approved trainings below: <ol style="list-style-type: none"> a. ASIST b. safeTALK c. suicideTALK d. QPR 6. Every year, each CSB will be required to submit a mid-year (April) and end-of-year (September) report which should contain details on trainings implemented, including the number of different groups and community members participating in the trainings.

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Lock & Talk	<ol style="list-style-type: none">1. CSBs participating in the Lock and Talk Initiative shall develop an implementation plan that best meets the needs of their respective communities (including strategies to address target populations.) At a minimum CSBs are expected to implement components 1 & 2 below, and strongly encouraged to implement the Gun Shop Project and/or partner with their medical community (pharmacies, medical practices) if the Gun Shop Project is not an appropriate fit for their community.2. Lock and Talk Components:<ol style="list-style-type: none">a) Media Campaign Materials (bus ads, posters, billboards, PSA, etc.)b) Medication Lock Box/Cable Lock/Trigger Lock Distribution at Eventc) Gun Shop Project
Problem Gambling Prevention	Each CSB will complete the Problem Gambling strategies as identified by the Problem Gambling Coordinator which includes completion of the initial needs assessment. Additional capacity building and information dissemination will be determined by the results of the needs assessment

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Department of Behavioral Health and Developmental Services

This document is designed to provide consistent direction and coordination of activities required of state hospitals and community services boards (CSBs) in the development and implementation of discharge planning. The activities delineated in these protocols are based on or referenced in the Code of Virginia or the community services performance contract. In these protocols, the term CSB includes local government departments with a policy-advisory CSBs, established pursuant to § 37.2-100 of the Code of Virginia, and the behavioral health authority, established pursuant to § 37.2-601 et seq. of the Code of Virginia.

Shared Values:

Both CSBs and state hospitals recognize the importance of timely discharge planning and implementation of discharge plans to ensure the ongoing availability of state hospital beds for individuals presenting with acute psychiatric needs in the community. The recognition that discharge planning begins at admission is an important aspect of efficient discharge planning.

The Code of Virginia assigns the primary responsibility for discharge planning to CSBs; however, discharge planning is a collaborative process that must include state hospitals.

Joint participation in treatment planning and frequent communication between CSBs and state hospitals are the most advantageous method of developing comprehensive treatment goals and implementing successful discharge plans. The treatment team, in consultation with the CSB, shall ascertain, document, and address the preferences of the individual and their surrogate decision maker (if one has been designated) in the assessment and discharge planning process that will promote elements of recovery, resiliency, self-determination, empowerment, and community integration.

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General Requirements

Regional Responsibility	Responsible Entity	Timeframe
The CSB emergency services clinicians shall complete a tracking form documenting all private hospital contacts prior to seeking a bed of last resort at a state hospital, and transmit the form to the receiving state hospital, along with the preadmission screening form.	CSB emergency services	<i>Upon admission request to state hospital</i>
Each CSB shall provide the DBHDS Director of Community Integration (or designee) with the names of CSB personnel who are serving as the CSB's state hospital discharge liaisons. The DBHDS Office of Community Integration will update and distribute listings of all CSB discharge planning and state hospital social work contacts to CSB regional managers and state hospital social work directors, with the expectation that these will be distributed to individual CSBs and state hospital social workers.	CSBs DBHDS Office of Community Integration	<i>At least quarterly, or whenever changes occur</i> <i>At least quarterly</i>
Each region shall develop a process for developing, updating, and distributing a list of available CSB and regional housing resources funded by DBHDS for individuals being discharged from state hospitals. The resource listing should include willing private providers. Regions shall review and update the list and ensure that it is available to CSB state hospital liaisons, state hospital social work staff, and Central Office Community Transition Specialists to ensure that all resource options are explored for individuals in state hospitals.	CSB regions	<i>Updated at least quarterly</i>
In order to facilitate communication and timely problem solving, each region shall establish, regularly review, and update a regional bidirectional process, with time frames, and clearly defined steps for notification, discussion, and resolution of issues surrounding discharge planning for both adult and geriatric hospitals, to include CSBs, state hospitals, and Central Office levels. A copy of this process shall be submitted to each region's Community Transition Specialist.	CSB regions	<i>Updated as needed</i>

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Collaborative Responsibilities Following Admission to State Hospitals

CSB Responsibilities	Timeframe	State Hospital Responsibilities	Timeframe
The CSB emergency services clinician shall notify the CSB discharge planner of every admission to a state hospital	<i>Within 24 hours of the issuance of the TDO</i>		
CSB staff shall participate in discussions to determine whether the state hospital is the most appropriate treatment site	<i>Immediately upon admission and ongoing</i>	State hospital staff shall assess each individual to determine whether the state hospital is the most appropriate treatment site	<i>Immediately upon admission and ongoing</i>
CSB staff shall begin the discharge planning process for both civil and forensic admissions. If the CSB disputes case management CSB/discharge planning responsibility for the individual, the CSB shall notify the state hospital social work director immediately upon notification of the admission (for reference, please see the definition of “case management CSB/CSB responsible for discharge planning” contained in the glossary of this document).	<i>Upon admission</i>	State hospital staff shall contact the CSB to notify them of the new admission State hospital staff shall also provide a copy of the admissions information/face sheet to the CSB, as well as the name and phone number of the social worker assigned and the name of the admitting unit For individuals admitted with a primary developmental disability (DD) diagnosis, or a co-occurring mental health and DD diagnosis, the hospital social work director (or designee) shall communicate with the CSB discharge liaison to determine who the CSB has identified to take the lead in discharge planning (CSB liaison or DD staff). At a minimum, the CSB staff is who assigned lead discharge planning responsibilities shall participate in all treatment team meetings and discharge planning meetings; however, it is most advantageous if both staff can participate in treatment teams as much as possible.	<i>Within one business day</i> <i>Within one business day</i>
<ol style="list-style-type: none"> 1. For every admission to a state hospital from the CSB’s catchment area that is not currently open to services at that CSB, the CSB shall open the individual to consumer monitoring and assign case management/discharge planning responsibilities to the appropriate staff. 2. The individual assigned to take the lead in discharge planning will ensure that other relevant parties (CSB program staff, private providers, etc.) are engaged with state hospital social work staff. 			

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3. CSB staff shall establish a personal contact (preferably in person) with the hospitalized individual in order to initiate collaborative discharge planning.	<i>Within seven calendar days of admission</i>		
<p>CSB staff will make arrangements to attend CTP and TPR meetings in person. If CSB staff are unable to physically attend the CTP or TPR meeting, the CSB may request arrangements for telephone or video conference.</p> <p>For NGRI patients with approval for unescorted community not overnight privileges and higher, the CSB NGRI Coordinator shall also make arrangements to attend any CTP and TPR meetings in person, or, if unable to attend in person, may request alternative accommodations.</p> <p>In the event that the arrangements above are not possible, the CSB shall make efforts to discuss the individual's progress towards discharge with the state hospital social worker within two business days of the CTP or TPR meeting.</p>	<p><i>Ongoing</i></p> <p><i>Ongoing</i></p>	<p>State hospital staff shall make every effort to inform the CSB by email of the date and time of CTP meetings. For NGRI patients with approval for unescorted community not overnight privileges and higher, state hospital staff will include the CSB NGRI Coordinator in these notifications.</p> <p>If CTP and TPR meetings must be changed from the originally scheduled time, the state hospital shall make every effort to ensure that the CSB is made aware of this change</p> <p>The CTP meeting shall be held within seven calendar days of admission.</p> <p>Note: It is expected that the state hospital will make every effort to include CSBs in CTP and</p>	<p><i>At least two business days prior to the scheduled meeting</i></p> <p><i>Within seven calendar days of admission</i></p>

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<p>Note: While it may not be possible for the CSB to attend every treatment planning meeting, participation in person or via phone or video conference is expected. This is the most effective method of developing comprehensive treatment goals and implementing efficient and successful discharge plans.</p>	<p><i>Within two business days of the missed meeting</i></p>	<p>TPRs, including providing alternative accommodations (such as phone or video) and scheduling meetings so that liaisons can participate in as many treatment team meetings as possible</p>	
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If the individual's needs change or as more specific information about the discharge plan becomes available, the CSB staff shall update the discharge plan accordingly	<i>Ongoing</i>	As an individual's needs change, the hospital social worker shall document changes in their progress notes and through communications/meetings with the CSB.	<i>Ongoing</i>
The CSB and the state hospital treatment team shall ascertain, document, and address the preferences of the individual and the surrogate decision maker as to the placement upon discharge. These preferences shall be addressed to the greatest degree possible in determining the optimal and appropriate discharge placement (please see attached memo regarding patient choice in state hospital discharges)			<i>Ongoing</i>

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Pre-Discharge Planning

Note: please see glossary for information regarding state and federal regulations concerning release of information for discharge planning purposes

CSB Responsibilities	Timeframe	State Hospital Responsibilities	Timeframe
<p>For the following services, the CSB shall confirm the availability of serves, as well as the individual’s appropriateness for services; or refer to a private provider for services</p> <ul style="list-style-type: none"> • Case management • Psychosocial rehabilitation • Mental health skill building • Permanent supportive housing • PACT/ICT • Other residential services operated by the CSB or region <p>The CSB shall share the outcome of the assessment and the date when the services will be available with the hospital treatment team.</p>	<p><i>Within 10 business days of receiving the referral</i></p>	<p>The state hospital treatment team shall review discharge needs on an ongoing basis. If referrals for the following services are needed for the individual, the hospital social worker shall refer the individual to the CSB responsible for discharge planning for assessment for eligibility</p> <ul style="list-style-type: none"> • Case management • Psychosocial rehabilitation • Mental health skill building • Permanent supportive housing • PACT/ICT • Other residential services operated by the CSB or region 	<p><i>Within two business days of the treatment team identifying the need for the services</i></p>
	<p><i>Immediately upon completion of the assessment</i></p>		

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NGRI Acquittees		NGRI Acquittees	
<p>The CSB Executive Director shall appoint an individual with the appropriate knowledge, skills, and abilities to serve as NGRI Coordinator for their agency (please see glossary for specific requirements)</p>	<p><i>Ongoing. Changes in assigned NGRI Coordinator should be communicated to DBHDS Central Office Forensics staff</i></p>	<p>State hospital staff shall provide notice to the NGRI Coordinator of any meetings scheduled to review an acquittee's appropriateness for a privilege increase or release</p>	<p><i>At least two business days prior to the scheduled meeting</i></p>
<p>The CSB NGRI Coordinator or designee (with decision-making and signatory authority) shall attend in person or via telephone any meetings scheduled to discuss an acquittee's appropriateness for privilege level increases at the unescorted community not overnight privilege level or higher.</p>		<p>The state hospital shall provide notice to CSB staff, including the CSB NGRI Coordinator, of the need for a risk management plan (RMP), a Conditional Release Plan (CRP), or an Unconditional Release Plan (UCRP) once the determination has been made that a packet must be completed</p>	<p><i>Within one business day of the treatment team identifying the individual as being eligible for a privilege increase or release</i></p>
<p>The CSB NGRI Coordinator shall review, edit, sign, and return the risk management plan (RMP) for individuals adjudicated as NGRI</p>	<p><i>Ongoing</i></p>	<p>The state hospital shall complete the packet requesting an increase in privilege level or release</p>	
<p>The CSB NGRI Coordinator shall develop and transmit to the state hospital a fully developed conditional release plan (CRP) or unconditional release plan (UCRP) with all required signatures</p>		<p><i>Within 10 business days of receiving notice from the state hospital</i></p>	<p><i>Within 10 business days of the treatment team identifying the individual as being eligible for a privilege increase</i></p>
<p>Please note: For some NGRI patients, the RMP or CRP may involve more than one CSB. It is</p>			

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essential that the CSB responsible for the development of these plans communicates efficiently with other involved CSBs, and ensures that these plans are signed as soon as possible according to the time frames above.	<i>Within 10 business day of being notified that the individual has been recommended for release</i>		
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Guardianship		Guardianship	
Upon being notified of the need for a guardian, the CSB shall explore potential individuals/agencies to serve in that capacity.	<i>Within two business days of notification</i>	Evaluation for the need for a guardian shall start upon admission. Activities related to securing a guardian (if needed) start and continue regardless of a patient's discharge readiness level.	
If the CSB cannot locate a suitable candidate who agrees to serve as guardian, they shall notify the state hospital to begin the process of referral for a DBHDS guardianship slot.	<i>Within 10 business days of notification of need for a guardian</i>	The hospital social worker shall notify the CSB discharge planner that the treatment team has determined that the individual is in need of a guardian in order to be safely discharged. If notified by the CSB that a suitable candidate for guardianship cannot be located, the state hospital shall begin the process of referring the individual to DBHDS Central Office for a DBHDS guardianship slot. This referral shall include a comprehensive assessment of the individual's lack of capacity, and potential for regaining capacity. This assessment shall be shared with the CSB upon completion by the evaluating clinician.	<i>Within two business days of determination</i> <i>Immediately upon notification by the CSB of the need for a DBHDS guardianship slot</i>

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Assisted Living (ALF) Referrals		Assisted Living Referrals	
<p>The CSB shall obtain verbal consent and releases from the individual or the surrogate decision maker to begin initial contacts to facilities regarding bed availability and willingness to consider the individual for placement.</p> <p>The CSB shall obtain required documentation and send referral packets to multiple potential placements. The referrals are to be sent simultaneously.</p> <p>If the CSB does not receive a response from a potential placement, the CSB shall be follow up with providers regarding potential placements. It is expected that the CSB will continue to communicate with the provider about potential placement until a disposition decision is reached or the patient discharges to a different placement.</p> <p>If it is determined that a secure Memory Care unit is recommended and that DAP will be required to fund this placement, the CSB shall completed the Memory Care Justification form, submit to the Community Transition Specialist for their hospital, and receive approval prior to referring to secure memory care units.</p>	<p><i>As soon as an ALF is being considered, and prior to the individual being determined to be RFD</i></p> <p><i>Within one business day after the individual is rated as RFD</i></p> <p><i>Within five business days of sending the referral</i></p>	<p>The state hospital shall complete the UAI.</p> <p>The state hospital shall transmit the UAI to the CSB</p> <p>The state hospital shall assist in the facilitation of interviews/assessments required by potential ALF providers</p>	<p><i>Within five business days of the individual being found discharge ready level 2</i></p> <p><i>Immediately upon completion of the UAI</i></p> <p><i>As requested</i></p>

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	<i>Prior to referring to private pay Memory Care units</i>		
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Nursing Home (NH) Referrals		Nursing Home Referrals	
<p>The CSB shall obtain verbal consent and releases from the individual or the surrogate decision maker to begin initial contacts regarding bed availability and willingness to consider the individual for placement.</p> <p>The CSB shall obtain required documentation and send referral packets to multiple potential placements. The referrals are to be sent simultaneously.</p> <p>If the CSB does not receive a response from a potential placement, the CSB shall follow up with providers regarding potential placements. It is expected that the CSB will continued to communicate with the provider about potential placement until a disposition decision is reached or the patient discharges to a different placement.</p>	<p><i>As soon as an NH is being considered, and prior to the individual being determined to be RFD</i></p> <p><i>Within one business day after the individual is rated as RFD</i></p> <p><i>Within five business days of sending the referral</i></p>	<p>The state hospital shall complete the UAI</p> <p>For individuals who require PASRR screening, the state hospital shall send the referral packet to Ascend</p> <p>The results of the level 2 PASRR screening shall be transmitted to the CSB</p> <p>The state hospital shall assist in the facilitation of interviews/assessments required by potential nursing home providers</p>	<p><i>Within five business days of the individual being found discharge ready level 2</i></p> <p><i>Within one business day of the individual being found clinically ready for discharge</i></p> <p><i>Immediately upon receipt of the screening results</i></p> <p><i>As requested</i></p>

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<p style="text-align: center;">Shelter Placements</p> <p>Both the CSB responsible for discharge planning, and the CSB that serves the catchment area where the shelter is located shall follow the same procedures as outlined in the CSB transfers section for out of catchment placements.</p>		<p style="text-align: center;">Shelter Placements</p> <p>If discharge to a shelter is clinically recommended and the individual or their surrogate decision maker agrees with this placement, the hospital social worker shall document this recommendation in the medical record. The hospital social worker shall notify the director of social work when CSB consultation has occurred. The director of social work shall review the plan for discharge to a shelter with the medical director (or their designee). Following this review, the medical director (or designee) shall document endorsement of the plan for discharge to a shelter in the individual's medical record.</p> <p>In the case of out of catchment shelter placements, hospital staff shall notify both the CSB responsible for discharge planning, as well as the CSB that serves the catchment area of the shelter.</p>	<p><i>Prior to discharge</i></p>
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Individuals with a Developmental Disability (DD) Diagnosis		Individuals With A Developmental Disability (DD) Diagnosis	
The CSB shall determine and report to the hospital if the individual is currently receiving DD services, has a waiver, is on the waiver waiting list, or should be screened for waiver	<i>Within two business days of admission</i>	Upon identification that an individual admitted to the state hospital has a DD diagnosis, the hospital social work director shall notify the CSB liaison/case manager and the CSB DD director (or designee).	<i>Immediately upon notification of diagnosis</i>
When indicated based on the information above, the VIDES shall be completed		The state hospital shall notify the designated CSB lead for discharge planning of all relevant meetings, as well as the REACH hospital liaison (if REACH is involved) so attendance can be arranged.	<i>Ongoing</i>
The CSB shall initiate a referral to REACH for any individual who is not already being followed by REACH	<i>Within ten business days of admission</i>		
If applicable, the CSB shall ensure that the individual has been added to the DD Waiver waitlist.	<i>Within three calendar days of admission</i>	The state hospital shall assist the CSB in compiling all necessary documentation to implement the process for obtaining a DD waiver and/or bridge funding. This may include conducting psychological testing and assessments as needed.	<i>As needed. Required psychological testing and assessment shall be completed within 21 calendar days of referral</i>
The CSB liaison and support coordinator shall participate in the development and updating of the discharge plan, including attending and participating in treatment team meetings, discharge planning meetings, and other related meetings.	<i>Immediately upon notification of need</i>	The state hospital shall serve as a consultant to the DD case manager as needed.	
The CSB shall contact and send referrals to potential providers, and assist in coordinating assessments with these providers.	<i>At admission and ongoing</i>	The state hospital shall assist with coordinating assessments with potential providers.	
The CSB shall assist in scheduling tours/visits with potential providers for the individual		The state hospital shall facilitate tours/visits with potential providers for the individual and/or the individual's surrogate decision maker.	<i>At the time that the individual is rated a discharge ready level 2</i>

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<p>and/or the individual's surrogate decision maker.</p> <p>The CSB shall locate and secure needed specialists who will support the individual in the community at discharge.</p> <p>If required, the CSB shall facilitate the transfer of case management responsibilities to the receiving CSB according to the <i>Transferring Support Coordination/DD Waiver Slots</i> policy.</p> <p>The CSB shall request an emergency DD waiver slot if the individual is determined to be eligible for waiver, prior to requesting DAP funding.</p> <p>If it is anticipated that an individual with a DD diagnosis is going to require transitional funding, the CSB shall completed an application for DD crisis funds.</p>	<p><i>At the time that an individual is rated a discharge ready level 2</i></p> <p><i>Ongoing</i></p> <p><i>Prior to discharge</i></p> <p><i>According to timelines set forth in the transfer procedure</i></p> <p><i>Immediately upon notification of need</i></p>	<p>Note: When requested referrals or assessments are not completed in a timely manner, the state hospital director shall contact the CSB Executive Director to resolve delays in the referral and assessment process.</p>	<p><i>Ongoing</i></p>
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	<i>Immediately upon notification of need</i>		
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Readiness for Discharge

CSB Responsibilities	Timeframe	State Hospital Responsibilities	Timeframe
Once the CSB has received notification of an individuals' readiness for discharge, they shall take immediate steps to implement the discharge plan	<i>Immediately upon notification</i>	<p>The treatment team shall assess and rate the clinical readiness for discharge for all individuals</p> <p>The state hospital social worker shall notify the CSB through the use of email when the treatment team has made a change to an individual's discharge readiness rating. This includes when an individual is determined to be ready for discharge and no longer requires inpatient level of care. Or, for voluntary admissions, when consent has been withdrawn.</p>	<p><i>A minimum of weekly</i></p> <p><i>Within one business day</i></p>
In response to the state hospital's weekly email including all patients who are RFD, the CSB	<i>Within two business days</i>	On weeks in which CSB and state hospital census/barriers meetings do not occur, the state	<i>Weekly</i>

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<p>shall “reply all” with discharge planning updates.</p> <p>Note: These email correspondences are not required to occur on weeks when CSBs and state hospitals collaboratively review patients who are ready for discharge. These notifications and responses shall occur for all individuals, including individuals who were diverted from other state hospitals.</p>		<p>hospital shall use encrypted email to provide notification to each CSB’s liaison, the liaison’s supervisor, the CSB behavioral health director or equivalent, the CSB executive director, the state hospital social work director, the state hospital director, the appropriate Regional Manager, and the Central Office Community Transition Specialist (and others as appropriate) of every individual who is ready for discharge, including the date that the individual was determined to be clinically ready for discharge.</p> <p>Note: These notifications and responses shall occur for all individuals, including individuals who were diverted from other state hospitals.</p>	
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Clinical Readiness for Discharge Rating Scale

- 1. Clinically Ready for Discharge**
 - Has met treatment goals and no longer requires inpatient hospitalization
 - Is exhibiting baseline behavior that is not anticipated to improve with continued inpatient treatment
 - No longer requires inpatient hospitalization, but individual/family/surrogate decision maker is reluctant to participate in discharge planning
 - NGRI patients with 48 hour passes and utilizing passes for 6 months with clinical stability
 - NGRI patients with 48 hour passes and have FRP approval for conditional or unconditional release -
 - NGRI patients with 48 hour passes and have FRP approval for conditional or unconditional release and court has denied release*
 - URIST with court oversight: clinically stable, evaluations completed and ready to be discharged*
 - Any civil patient for which the barrier to discharge is not clinical stability
- 2. Almost Clinically Ready for Discharge**
 - Has made significant progress towards meeting treatment goals, but needs additional inpatient care to fully address clinical issues and/or there is a concern about adjustment difficulties
 - Can take community trial visits to assess readiness for discharge; may have the civil privilege level to go on temporary overnight visits
 - NGRI with unescorted community visits, including 48 hour passes for up to six months prior to FRP approval.
 - Other forensic legal status: significant clinical improvement, evaluations not yet completed
- 3. Not Clinically Ready for Discharge**
 - Has not made significant progress towards treatment goals and requires treatment and further stabilization in an acute psychiatric inpatient setting
 - NGRI and does not have unescorted community visits privilege
 - Other forensic legal status: may present with symptoms, willing to engage in treatment, evaluations not yet completed
- 4. Significant Clinical Instability Limiting Privileges and Engagement in Treatment**
 - Not nearing psychiatric stability
 - Requires constant 24 hour a day supervision in an acute inpatient psychiatric setting
 - Presents significant risk and/or behavioral management issues that requires psychiatric hospitalization to treat
 - Unable to actively engage in treatment and discharge planning, due to psychiatric or behavioral instability
 - Other forensic legal status: not psychiatrically stable or nearing psychiatric stability, evaluations not completed

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For any patient in which the legal system (e.g. court system, probation, etc.) is required to approve their discharge plan, their designation on the discharge ready list should be notated with a double asterisk()*

Note: Discharge planning begins at admission and is continuously active throughout hospitalization, independent of an individual's clinically readiness for discharge rating.

Discharge Readiness Dispute Process for State Hospitals, CSBs, and DBHDS Central Office

1. The CSB shall notify the state hospital social work director (or designee), in writing, of their disagreement with the treatment team's designation of the individual's clinical readiness for discharge within three calendar days (72 hours) of receiving the discharge readiness notification.
2. The state hospital social work director (or designee) shall initiate a resolution effort to include a meeting with the state hospital and CSB staff at a higher level than the treatment team (including notification to the CSB executive director and state hospital director), as well as a representative from the Central Office Community Integration Team. This meeting shall occur within one business day of receipt of the CSB's written disagreement.
3. If the disagreement remains unresolved, the Central Office Community Integration Team will immediately give a recommendation regarding the patient's discharge readiness to the DBHDS Commissioner. The Commissioner shall provide written notice of their decision regarding discharge to the CSB executive director and state hospital director.
4. During the dispute process outlined above, the CSB shall formulate a discharge plan that can be implemented within three business days if the decision is in support of clinical readiness for discharge.
5. Should the Commissioner determine that the individual is clinically ready for discharge and the CSB has not developed a discharge plan to implement immediately, then the discharge plan shall be developed by the Department and the Commissioner may take action in accordance with Virginia Code § 37.2-505(A)(3).

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Finalizing Discharge

Joint Responsibility of the State Hospital, CSB, and DBHDS Central Office

At a minimum, twice per month the state hospital and CSB staff shall review individuals rated a 1 on the clinical readiness for discharge scale. Individuals rated a 2 on the clinical readiness for discharge scale shall be jointly reviewed at least once per month. To ensure that discharge planning is occurring at an efficient pace, the CSB shall provide updated discharge planning progress that shall be documented in these reviews. The regional utilization structures shall review at least monthly the placement status of those individuals who are on the Extraordinary Barriers List (EBL).

The Office of Community Integration shall monitor the progress of those individuals who are identified as being ready for discharge, with a specific focus on individuals who are on the EBL.

When a disagreement between the state hospital and the CSB occurs regarding the discharge plan for an individual, both parties shall attempt to revolve the disagreement and will include the individual and their surrogate decision maker, if appropriate. If these parties are unable to reach a resolution, the state hospital will notify their Central Office Community Transition Specialist within three business days to request assistance in resolving the dispute.

CSB Responsibilities	Timeframe	State Hospital Responsibilities	Timeframe
In the event that the CSB experiences extraordinary barriers to discharge and is unable to complete the discharge within seven (7) calendar days of the determination that the individual is clinically ready for discharge, the CSB shall document in the CSB medical record the reason(s) why the discharge cannot occur within seven (7) days of determination. The documentation shall describe the barriers to discharge (i.e. reason for placement on the Extraordinary Barriers List (EBL) and the specific steps being taken by the CSB to address these barriers.	<i>Within seven (7) calendar days of determination that individual is clinically ready for discharge</i>		

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<p>The reduce readmissions to state hospitals, CSBs, in conjunction with the treatment team, shall develop and complete (when clinically indicated) a safety and support plan as part of the individual's discharge plan</p> <p>Note: Safety and support plans are generally not required for court-ordered evaluations, restoration to competency cases, and jail transfers; however, at the clinical discretion of the CSB and/or treatment team, the development of a safety and support plan may be advantageous when the individuals presents significant risk factors, and for those individuals who will be returning to the community following a brief incarceration period.</p> <p>Exception: Due to having a risk management plan as part of the conditional release plan, NGRI acquittees do not require a safety and support plan</p>	<p><i>Prior to discharge</i></p>	<p>The state hospital shall collaborate and provide assistance in the development of safety and support plans</p> <p>Note: Safety and support plans are generally not required for court-ordered evaluations, restoration to competency cases, and jail transfers; however, at the clinical discretion of the CSB and/or treatment team, the development of a safety and support plan may be advantageous when the individuals presents significant risk factors, and for those individuals who will be returning to the community following a brief incarceration period.</p> <p>Exception: Due to having a risk management plan as part of the conditional release plan, NGRI acquittees do not require a safety and support plan</p>	<p><i>Prior to discharge</i></p>
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<p>CSB staff shall ensure that all arrangements for psychiatric services and medical follow up appointments are in place.</p> <p>CSB staff shall ensure the coordination of any other intra-agency services (e.g. employment, outpatient services, residential, etc.) and follow up on applications for entitlements and other resources submitted by the state hospital.</p> <p>The CSB case manager, primary therapist, or other designated clinical staff shall schedule an appointment to see individuals who have been discharged from a state hospital.</p> <p>The CSB case manager, discharge liaison, or other designated clinical staff shall ensure that an appointment with the CSB (or private) psychiatrist is scheduled when the individual is being discharged on psychiatric medications</p>	<p><i>Prior to discharge</i></p> <p><i>Prior to and following discharge</i></p> <p><i>Within seven calendar days, or sooner if the individual's condition warrants</i></p> <p><i>Within seven days of discharge</i></p>		
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<p>Benefit applications</p> <p>For any patient who is committed to a state facility (or CMA), and whose hospital stay is less than 30 days, the CSB shall initiate applications for Social Security benefits.</p> <p>The CSB shall contact the entity responsible for processing entitlement applications (SSA, DSS, etc.) to ensure that the benefits application has been received and that these entities have all required documentation.</p> <p>If benefits are not active with 30 days of the patient's discharge, the CSB shall again contact the entity responsible for processing the entitlement application in order to expedite benefit approval.</p>	<p><i>As soon as a discharge date is finalized</i></p> <p><i>30 days post-discharge, and every 15 days thereafter until benefits are active</i></p>	<p>Benefit applications</p> <p>State hospital staff shall initiate applications for Medicare, Medicaid, Social Security benefits, Auxiliary Grant, and other financial entitlements as necessary. Applications shall be initiated in a timely manner per federal and state regulations</p> <p><i>*Note: For patients whose hospital stay is less than 30 days, the CSB will be responsible for Social Security applications</i></p> <p>To facilitate follow-up, if benefits are not active at the time of discharge, the state hospital shall notify the CSB of the type of entitlement application, as well as the date it was submitted, and include a copy of entitlement applications with the discharge documentation that is provided to the CSB</p>	<p><i>Prior to discharge and per federal and state regulations</i></p>
<p>Discharge Transportation</p> <p>The CSB shall ensure that discharge transportation is arranged for individuals discharging from state hospitals.</p> <p>Note: When transportation is the only remaining barrier to discharge, the state hospital and CSB will implement a resolution process for resolving transportation issues when these are anticipated to result in discharges being delayed by 24 hours or more.</p>	<p><i>Prior to scheduled discharge date</i></p>	<p>Note: When transportation is the only remaining barrier to discharge, the state hospital and CSB will implement a resolution process for resolving transportation issues when these are anticipated to result in discharges being delayed by 24 hours or more.</p>	

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		<p>Discharge Instructions:</p> <p>The treatment team shall complete the discharge information and instructions form (DIIF). State hospital staff shall review the DIIF with the individual and/or their surrogate decision maker and request their signature.</p> <p>Distribution of the DIIF shall be provided to all next level of care providers, including the CSB.</p> <p>The state hospital medical director shall be responsible for ensuring that the physician's discharge summary is provided to the CSB responsible for discharge planning (and prison or jails, when appropriate)</p>	<p><i>Prior to discharge</i></p> <p><i>No later than one calendar day post-discharge</i></p> <p><i>As soon as possible post-discharge</i></p>
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Transfers between CSBs

CSB Responsibilities	Timeframe	State Hospital Responsibilities	Timeframe
Transfers shall occur when an individual is being discharged to a different CSB catchment area than the CSB responsible for discharge planning. If a determination is made that an individual will be relocating post-discharge, the CSB responsible for discharge planning shall immediately notify the CSB affected.	Prior to discharge	The state hospital social worker shall indicate in the medical record any possibility of a transfer out of the original CSB catchment area.	Ongoing
The CSB shall complete and forward a copy of the Out of Catchment Notification/Referral form to the receiving CSB.	Prior to discharge		
Note: Coordination of the possible transfer shall, when possible, allow for discussion of resource availability and resource allocation between the two CSBs prior to the transfer.			
Exception to above may occur when the CSB, individual served, and/or their surrogate decision maker wish to keep services at the original CSB, while living in a different CSB catchment area.			
For NGRI patients, CSB NGRI coordinators will consult regarding any possible transfers between CSBs. Transfers of NGRI patients shall be accepted by the receiving CSB unless the			

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<p>necessary services in the release plan are permanently unavailable, resulting in increased risk to the community or to the NGRI acquttee.</p> <p>For individuals who are enrolled in CSB DD services, please follow the <i>Transferring Support Coordination/DD Waiver Slots</i> policy.</p>			
<p>At a minimum, the CSB responsible for discharge and the CSB that serves the discharge catchment area shall collaborate prior to the actual discharge date. The CSB responsible for discharge planning is responsible for completing the discharge plan, conditional release plan, and safety and support plan (if indicated), and for the scheduling of follow up appointments.</p> <p>While not responsible for the development of the discharge plan and the safety and support plan, the CSB that serves the catchment area where the patient will be discharged should be actively involved in the development of these plans. The arrangements for and logistics of this</p>	<i>Prior to discharge</i>		

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<p>involvement are to be documented in the discharge plan and the individual's medical record.</p> <p>The CSB responsible for discharge planning shall provide the CSB that serves the catchment area where the patient will be discharging with copies of all relevant documentation related to the treatment of the individual.</p>	<p><i>Prior to discharge</i></p>		
<p>If the two CSBs cannot agree on the transfer, they shall seek resolution from the Director of Community Integration (or designee). The CSB responsible for discharge planning shall initiate this contact</p>	<p><i>Within three calendar days of notification of intent to transfer</i></p>		

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Glossary

Acute Admissions or Acute Care Services: Services that provide intensive short-term psychiatric treatment in state mental health hospitals.

Case Management CSB/CSB Responsible for Discharge Planning: The public body established pursuant to § 37.2-501 of the *Code of Virginia* that provides mental health, developmental, and substance abuse services within each city and county that established it and in which an adult resides or in which surrogate decision maker resides. The case management CSB is responsible for case management and liaising with the hospital when an individual is admitted to a state hospital, and for discharge planning. If the individual or surrogate decision maker chooses for the individual to reside in a different locality after discharge from the state hospital, the CSB serving that locality becomes the receiving CSB and works with the CSB responsible for discharge planning/referring CSB, the individual, and the state hospital to effect a smooth transition and discharge. The CSB responsible for discharge planning is ultimately responsible for the completion of the discharge plan. Reference in these protocols to CSB means CSB responsible for discharge planning, unless the context clearly indicates otherwise.

Case management/ CSB responsible for discharge planning designations may vary from the definition above under the following circumstances:

- When the individual's living situation is unknown or cannot be determined, or the individual lives outside of Virginia, the CSB responsible for discharge planning is the CSB which completed the pre-screening admission form.
- For individuals who are transient or homeless, the CSB serving the catchment area in which the individual is living or sheltered at the time of pre-screening is the CSB responsible for discharge planning.
- When a CSB other than the pre-screening CSB is continuing to provide services and supports to the individual, then the CSB responsible for discharge planning is the CSB providing those services and supports.
- For individuals in correctional facilities, in local hospitals, or Veteran's Administration facilities, or in regional treatment/detox programs, the CSB responsible for discharge planning is the CSB serving the catchment area in which the individual resided prior to incarceration, or admission to local hospitals, Veterans Administration facilities, or regional detox programs
- In instances in which there is a dispute related to which CSB is responsible for discharge planning, the state hospital will work collaboratively with the CSBs involved to determine which CSB is responsible within two business days. If resolution cannot be reached, the state hospital will contact their Community Transition Specialist who will make a determination based on the available information.

Comprehensive Treatment Planning Meeting: The meeting, which follows the initial treatment meeting and occurs within seven days of admission to a state hospital. At this meeting, the individual's comprehensive treatment plan (CTP) is developed by the treatment team in consultation with the

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individual, the surrogate decision maker, the CSB and, with the individual's consent, family members and private providers. The purpose of the meeting is to guide, direct, and support all treatment aspects for the individual.

Co-occurring Disorders: Individuals are diagnosed with more than one, and often several, of the following disorders: mental health disorders, developmental disability, or substance use disorders. Individuals may have more than one substance use disorder and more than one mental health disorder. At an individual level, co-occurring disorders exist when at least one disorder of each type (for example: a mental health and substance use disorder or developmental disability and mental health disorder) can be identified independently of the other and are not simply a cluster of symptoms resulting from a single disorder.

Discharge Plan or Pre-Discharge Plan: Hereafter referred to as the discharge plan, means an individualized plan for post-hospital services that is developed by the case management CSB in accordance with § 37.2-505 and § 16.1-346.1 of the Code of Virginia in consultation with the individual, surrogate decision maker, and the state hospital treatment team. This plan must include the mental health, developmental, substance abuse, social, educational, medical, employment, housing, legal, advocacy, transportation, and other services and supports needed by the individual, consistent with subdivision A.3 of § 37.2-505, following an episode of hospitalization and must identify the public or private providers that have agreed to provide these services and supports. The discharge plan is required by § 37.2-505, § 16.1-346.1, and § 37.2-508 of the Code of Virginia.

Level 2 PASRR Screening: Federal law requires that all individuals (regardless of payer source) who apply as a new admission to a Medicaid-certified nursing facility (NF) be evaluated for evidence of possible mental illness or intellectual disability. This evaluation and determination is conducted to ensure that individuals are placed appropriately, in the least restrictive setting possible, and that individuals receive needed services, wherever they are living. The process involves two steps, known as Level 1 (UAI) and Level 2 screening. The use of a Level 1 and Level 2 screening and evaluation is known as the Preadmission Screening and Resident Review (PASRR) process. In Virginia, level 2 PASRR screenings are conducted by Ascend. Individuals with a sole or primary diagnosis of dementia are exempt from Level 2 screenings.

NGRI Coordinator (CSB): Required knowledge:

- Understanding of the basic criminal justice process and the Virginia Code related to insanity acquittees
- Understanding of risk assessment and risk management in the community as well as the knowledge of what community resources are needed for risk management
- Ability to work with an interdisciplinary team
- Ability to communicate well, particularly knowledge of how to write to the court and how to verbally present information in a courtroom setting
- Knowledge of person-centered planning practices that emphasizes recovery principals.

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Responsibilities:

1. Serving as the central point of accountability for CSB-assigned acquittees in DBHDS state hospitals
 - a. Ensuring adequate and prompt communication with state hospital staff, Central Office staff, and their own agency staff related to NGRI patients
 - b. Working with state hospital staff to resolve any barriers to treatment or release planning for NGRI patients
 - c. Participating in all meetings where their presence is necessary in order to make decisions related to NGRI privilege increases or release
 - d. Jointly preparing Risk Management Plans, Conditional Release Plans, or Unconditional Release Plans; Promptly responding to requests for modifications, reconciling differences, and returning signed documents to prevent delays to NGRI patient progress towards discharge
2. Serving as the central point for accountability and overseeing compliance of the CSB and the NGRI acquittee when court ordered for Conditional Release:
 - a. Oversee compliance of the CSB with the acquittee's court-ordered Conditional Release Plan (CRP).
 - b. Monitor the provision of CSB and non-CSB services in the CRP through agreed-upon means, including written reports, observation of services, satisfaction of the acquittee, etc.
 - c. Assess risk on a continuous basis and make recommendations to the court
 - d. Be the primary point of contact for judges, attorneys, and DBHDS staff.
 - e. Coordinate the provision of reports to the courts & DBHDS in a timely fashion
 - f. Assure that reports are written professionally and address the general and special conditions of the CRP with appropriate recommendations
 - g. Prepare correspondence to the courts and DBHDS regarding acquittee non-compliance to include appropriate recommendations for the court to consider
 - h. Provide adequate communication and coordinate the re-admission of NGRI acquittees to the state hospital when necessary
 - i. Represent the CSB in court hearings regarding insanity acquittees
3. Maintain training and expertise needed for this role.
 - a. Agree to participate in any and all DBHDS-developed training developed specifically for this role
 - b. Agree to seek out consultation with DBHDS as needed
 - c. Train other CSB staff and other provider staff (as appropriate) regarding the responsibilities of working with insanity acquittees, including the monthly and 6 month court reports

Primary Substance Use Disorder: An individual who is clinically assessed as having one or more substance use disorder per the current Diagnostic and Statistical Manual of Mental Disorders (DSM) with the substance use disorder being the “principle diagnosis” (i.e. the condition established after evaluation to be chiefly responsible for the admission). The individual may not have a mental health disorder per the current DSM or the mental health disorder is not the principle diagnosis.

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Releases of Information: The practice of authorizing a healthcare entity to release protected health information to other healthcare providers, non-healthcare organizations, or individuals. Obtained a signed release of information is best practice and should occur if at all possible; however, collaboration and information sharing for the purposes of discharge planning does not require a release of information, with the exception of SUD information protected by 42 CFR Part 2. While releases of information are best practice, they should not be a barrier to discharge. These activities are explained in the Code of Virginia § 37.2-839. Additionally please see HIPAA requirements on [Treatment, Payment, & Health Care Operations](#). Lastly this provision is covered in the Human Right Regulations 12VAC35-115-80- B.8.g.

State Hospital: A hospital or psychiatric institute, or other institution operated by DBHDS that provides acute psychiatric care and treatment for persons with mental illness

Surrogate Decision Maker: A person permitted by law or regulations to authorize the disclosure of information or give consent for treatment and services, including medical treatment, or participation in human research, on behalf of an individual who lacks the mental capacity to make these decisions. A surrogate decision maker may include an attorney-in-fact, health care agent, legal guardian, or, if these are not available, the individual's family member (spouse, adult child, parent, adult brother or sister, or any other relative of the individual) or a next friend of the individual (defined in 12VAC35-115-146).

Treatment Team: The group of individuals responsible for the care and treatment of the individual during the period of hospitalization. Team members shall include, at a minimum, the individual receiving services, psychiatrist, a psychologist, a social worker, and a nurse. CSB staff shall actively participate, collaborate, and consult with the treatment team during the individual's period of hospitalization. The treatment team is responsible for providing all necessary and appropriate supports to assist the CSB in completing and implementing the individual's discharge plan.

Treatment Plan: A written plan that identifies the individual's treatment, educational/vocational and service needs, and states the goals, objectives, and interventions designed to address those needs. There are two sequential levels of treatment plans:

1. The "initial treatment plan," which directs the course of care during the first hours and days after admission; and
2. The "comprehensive treatment plan (CTP)," developed by the treatment team with CSB consultation, which guides, directs, and supports all treatment of the individual.

Treatment Plan Review (TPR): Treatment planning meetings or conferences held subsequent to the CTP meeting.

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CSB State Hospital Discharge Planning Performance Measures

1. Eligible patients will be seen by CSB staff (outpatient therapist, case manager, psychiatrist, etc.) within seven calendar days of discharge from a state hospital (assessments by emergency services are not considered follow-up appointments). 80% of eligible patients will be seen by a CSB clinical staff member within seven calendar days of the discharge date.
2. CSBs will have a state hospital 30 day readmission rate of 7% or below
3. Patients followed by CSBs will have an average length of stay on the extraordinary barriers list (EBL) of 60 days or less. *Please note this measure will exclude NGRI patients.
4. CSBs that serve a population of 100,000 or more will have an average daily census of ten (10) beds or less per 100,000 adult and geriatric population. DBHDS shall calculate the CSBs' average daily census per 100,000 for the adult and geriatric population for patients with the following legal statuses: civil temporary detention order, civil commitment, court mandated voluntary, voluntary, and NGRI patients with 48 hours unescorted community visit privileges.

All data performance measure outcomes will be distributed to CSBs by DBHDS on a monthly basis.

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Exhibit M: Department of Justice Settlement Agreement Requirements

The CSB and the Department agrees to comply with the following requirements in the Settlement Agreement for Civil Action No: 3:12cv00059-JAG between the U.S. Department of Justice (DOJ) and the Commonwealth of Virginia, entered in the U. S. District Court for the Eastern District of Virginia on August 23, 2012 [section IX.A, p. 36], and in compliance indicators agreed to by the parties and filed with the Court on January 14, 2020.

Sections identified in text or brackets refer to sections in the agreement requirements that apply to the target population defined in section III.B of the Agreement: individuals with developmental disabilities who currently reside in training centers, (ii) meet criteria for the DD Waiver waiting list, including those currently receiving DD Waiver services, or (iii) reside in a nursing home or an intermediate care facility (ICF).

- 1.) Case Managers or Support Coordinators shall provide anyone interested in accessing DD Waiver Services with a DBHDS provided resource guide that contains information including but not limited to case management eligibility and services, family supports- including the IFSP Funding Program, family and peer supports, and information on the My Life, My Community Website, information on how to access REACH services, and information on where to access general information. [section III.C.2. a-f, p. 1].
- 2.) Case management services, defined in section III.C.5.b, shall be provided to all individuals receiving Medicaid Home and Community-Based Waiver services under the Agreement by case managers or support coordinators who are not directly providing or supervising the provision of Waiver services to those individuals [section III.C.5.c, p. 8].
- 3.) For individuals receiving case management services pursuant to the Agreement, the individual's case manager or support coordinator shall meet with the individual face-to-face on a regular basis and shall conduct regular visits to the individual's residence, as dictated by the individual's needs [section V.F.1, page 26].
 - a. At these face-to-face meetings, the case manager or support coordinator shall: observe the individual and the individual's environment to assess for previously unidentified risks, injuries, needs, or other changes in status; assess the status of previously identified risks, injuries, needs, or other changes in status; assess whether the individual's individual support plan (ISP) is being implemented appropriately and remains appropriate for the individual; and ascertain whether supports and services are being implemented consistent with the individual's strengths and preferences and in the most integrated setting appropriate to the individual's needs.
 - b. The case manager or support coordinator shall document in the ISP the performance of these observations and assessments and any findings, including any changes in status or significant events that have occurred since the last face-to-face meeting.
 - c. If any of these observations or assessments identifies an unidentified or inadequately addressed risk, injury, need, or change in status, a deficiency in the individual's support plan or its implementation, or a discrepancy between the implementation of supports and services and the individual's strengths and preferences, then the case manager or support coordinator shall report and document the issue in accordance with Department policies and regulations, convene the individual's service planning team to address it, and document its resolution.
- 4.) DBHDS shall develop and make available training for CSB case managers and leadership staff on how to assess change in status and that ISPs are implemented appropriately. DBHDS shall provide a tool with elements for the case managers to utilize during face-to-face visits to assure that changes in status as well as ISP are implemented appropriately and documented.
 - a. CSB shall ensure that all case managers and case management leadership complete the training that helps to explain how to identify change in status and that elements of the ISP are implemented appropriately. The CSB shall deliver the contents of the DBHDS training through support coordinator supervisors or designated trainers to ensure case managers understand the definitions of a change in

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status or needs and the elements of appropriately implemented services, as well as how to apply and document observations and needed actions.

- b. CSB shall ensure that all case managers use the DBHDS On-Site Visit Tool during one face-to-face visit each quarter for individuals with Targeted Case Management and at one face-to-face visit per month for individuals with Enhanced Case Management to assess at whether or not each person receiving services under the waiver experienced a change in status and to assess whether or not the ISP was implemented appropriately.
- 5.) Using the process developed jointly by the Department and Virginia Association of Community Services Boards (VACSB) Data Management Committee (DMC), the CSB shall report the number, type, and frequency of case manager or support coordinator contacts with individuals receiving case management services [section V.F.4, p. 27].
 - 6.) The CSB shall report key indicators, selected from relevant domains in section V.D.3 on page 24, from the case manager's or support coordinator's face-to-face visits and observations and assessments [section V.F.5, p 27]. Reporting in WaMS shall include the provision of data and actions related to DBHDS defined elements regarding a change in status or needs and the elements of appropriately implemented services in a format, frequency, and method determined by DBHDS [section III.C.5.b.i.].
 - 7.) The individual's case manager or support coordinator shall meet with the individual face-to-face at least every 30 days (including a 10 day grace period but no more than 40 days between visits), and at least one such visit every two month must be in the individual's place of residence, for any individuals who [section V.F.3, pages 26 and 27]:
 - a. Receive services from providers having conditional or provisional licenses;
 - b. Have more intensive behavioral or medical needs as defined by the Supports Intensity Scale category representing the highest level of risk to individuals
 - c. Have an interruption of service greater than 30 days;
 - d. Encounter the crisis system for a serious crisis or for multiple less serious crises within a three-month period;
 - e. Have transitioned from a training center within the previous 12 months; or
 - f. Reside in congregate settings of five or more individuals. Refer to Enhanced Case Management Criteria Instructions and Guidance issued by the Department.
 - 8.) Case managers or support coordinators shall give individuals a choice of service providers from which they may receive approved DD Waiver services, present all options of service providers based on the preferences of the individuals, including CSB and non-CSB providers, and document this using the Virginia Informed Choice Form in the waiver management system (WaMS) application. [section III.C.5.c, p. 8]. The CSB SC will complete the Virginia Informed Choice form to document provider and SC choice for Regional Support Team referrals, when changes in any provider, service, or service setting occurs, a new service is requested, the individual is dissatisfied with a service or provider, and no less than annually.
 - 9.) The CSB shall complete the Support Coordinator Quality Review process for a statistically significant sample size as outlined in the Support Coordinator Quality Review Process.
 - a. DBHDS shall annually pull a statistically significant stratified sample of individuals receiving HCBS waiver and send this to the CSB to be utilized to complete the review.
 - b. Each quarter, the CSB shall complete the number of Support Coordinator Quality Reviews and provide data to DBHDS as outlined by the process.
 - c. DBHDS shall analyze the data submitted to determine the following elements are met:
 - i. The CSB offered each person the choice of case manager/provider
 - ii. The case manager assesses risk, and risk mitigation plans are in place

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- iii. The case manager assesses whether the person's status or needs for services and supports have changed and the plan has been modified as needed.
 - iv. The case manager assists in developing the person's ISP that addresses all of the individual's risks, identified needs and preferences.
 - v. The ISP includes specific and measurable outcomes, including evidence that employment goals have been discussed and developed, when applicable.
 - vi. The ISP was developed with professionals and nonprofessionals who provide individualized supports, as well as the individual being served and other persons important to the individual being served.
 - vii. The ISP includes the necessary services and supports to achieve the outcomes such as medical, social, education, transportation, housing, nutritional, therapeutic, behavioral, psychiatric, nursing, personal care, respite, and other services necessary.
 - viii. Individuals have been offered choice of providers for each service.
 - ix. The case manager completes face-to-face assessments that the individual's ISP is being implemented appropriately and remains appropriate to the individual by meeting their health and safety needs and integration preferences.
 - x. The CSB has in place and the case manager has utilized where necessary, established strategies for solving conflict or disagreement within the process of developing or revising ISPs, and addressing changes in the individual's needs, including, but not limited to, reconvening the planning team as necessary to meet the individuals' needs.
 - d. DBHDS shall review the data submitted and complete a semi-annual report that includes a review of data from the Support Coordinator Quality Reviews and provide this information to the CSB. To assure consistency between reviewers, DBHDS shall complete an inter-rater reliability process.
 - e. If 2 or more records do not meet 86% compliance for two consecutive quarters, the CSB shall receive technical assistance provided by DBHDS.
 - f. The CSB shall cooperate with DBHDS and facilitate its completion of on-site annual retrospective reviews at the CSB to validate findings of the CSB Support Coordinator Quality Review to provide technical assistance for any areas needing improvement.
- 10.) Case managers or support coordinators shall offer education about integrated community options to any individuals living outside of their own or their families' homes and, if relevant, to their authorized representatives or guardians [section III.D.7, p. 14]. Case managers shall offer this education at least annually and at the following times:
- a. At enrollment in a DD Waiver
 - b. When there is a request for a change in Waiver service provider(s)
 - c. When an individual is dissatisfied with a current Waiver service provider,
 - d. When a new service is requested
 - e. When an individual wants to move to a new location, or
 - f. When a regional support team referral is made as required by the Virginia Informed Choice Form
- 11.) For individuals receiving case management services identified to have co-occurring mental health conditions or engaging in challenging behaviors, the individual's case manager or support coordinator shall assure that effective community based behavioral health and/or behavioral supports and services are identified and accessed where appropriate and available.
- a. If the case manager or support coordinator incurs capacity issues related to accessing needed behavioral support services in their designated Region, every attempt to secure supports should be made to include adding the individual to several provider waitlists (e.g., based upon individualized needs, this may be inclusive of psychotherapy, psychiatry, counseling, applied behavior analysis/positive behavior support providers, etc.) and following up with these providers quarterly to determine waitlist status. [SA. Provision: III.C.6.a.i-iii Filing reference: 7.14, 7.18]
 - b. DBHDS will provide the practice guidelines and a training program for case managers regarding the minimum elements that constitute an adequately designed behavioral program, as provided under

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Therapeutic Consultation waiver services, and what can be observed to determine whether the plan is appropriately implemented. The CSB shall ensure that all case managers and case management leadership complete the training such that case managers are aware of the practice guidelines for behavior support plans and of key elements that can be observed to determine whether the plan is appropriately implemented. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.16, 7.20]

- 12.) The CSB shall identify children and adults who are at risk for crisis through the standardized crisis screening tool or through the utilization of the elements contained in the tool at intake, and if the individual is identified as at risk for crisis or hospitalization, shall refer the individual to REACH. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.2]
- 13.) For individuals that receive enhanced case management, the case manager or support coordinator shall utilize the standardized crisis screening tool during monthly visits; for individuals that receive targeted case management, the case manager or support coordinator shall use the standardized crisis screening tool during quarterly visits. Any individual that is identified as at risk for crisis shall be referred to REACH. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.3]
- 14.) The CSB shall ensure that CSB Executive Directors, Developmental Disability Directors, case management or support coordination supervisors, case managers or support coordinators, and intake workers participate in training on how to identify children and adults who are at risk for going into crisis.
 - a. CSBs shall ensure that training on identifying risk of crisis for intake workers and case managers (or support coordinators) shall occur within 6 months of hire. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.5]
- 15.) The CSB shall provide data on implementation of the crisis screening tool as requested by DBHDS when it is determined that an individual with a developmental disability has been hospitalized and has not been referred to the REACH program.
 - a. The CSB shall provide to DBHDS upon request copies of the crisis risk assessment tool, or documentation of utilization of the elements contained within the tool during a crisis screening, for quality review purposes to ensure the tool is being implemented as designed and is appropriately identifying people at risk of crisis. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.6]
 - b. DBHDS shall develop a training for the CSB to utilize when training staff on assessing an individual's risk of crisis/hospitalization.
 - c. DBHDS shall initiate a quality review process to include requesting documentation for anyone psychiatrically hospitalized who was not referred to the REACH program and either actively receiving case management during the time frame or for whom an intake was completed prior to hospitalization. The CSB shall promptly, but within no more than 5 business days, provide the information requested.
 - d. DBHDS shall request information to verify presence of DD diagnosis for persons that are psychiatrically hospitalized that are not known to the REACH program. The CSB shall promptly, but within no more than 5 business days, provide the information requested. [S.A. Provision: III.C.6.b.ii.A Filing references 8.6, 8.7]
 - e.
- 16.) CSB Case manager shall work with the REACH program to identify a community residence within 30 days of admission to the program including making a referral to RST when the system has been challenged to find an appropriate provider within this timeframe.
 - a. If a waiver eligible individual is psychiatrically hospitalized, is a guest at a REACH CTH, or is residing at an Adult Transition Home and requires a waiver to obtain a community residence, the CSB shall submit an emergency waiver slot request. [S.A. Provision III.C.6.b.ii.A Filing reference 10.2]

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- 17.) CSB emergency services shall be available 24 hours per day and seven days per week, staffed with clinical professionals who shall be able to assess crises by phone, assist callers in identifying and connecting with local services, and, where necessary, dispatch at least one mobile crisis team member adequately trained to address the crisis for individuals with developmental disabilities [section III.C.6.b.i.A, p. 9].
- a. The mobile crisis team shall be dispatched from the Regional Education Assessment Crisis Services Habilitation (REACH) program that is staffed 24 hours per day and seven days per week by qualified persons able to assess and assist individuals and their families during crisis situations and that has mobile crisis teams to address crisis situations and offer services and support on site to individuals and their families within one hour in urban areas and two hours in rural areas as measured by the average annual response time [section III.C.6.b.ii, pages 9 and 10].
 - b. All Emergency services staff and their supervisors shall complete the REACH training, created and made available by DBHDS, that is part of the emergency services training curriculum.
 - c. DBHDS shall create and update a REACH training for emergency staff and make it available through the agency training website.
 - d. CSB emergency services shall notify the REACH program of any individual suspected of having a developmental disability who is experiencing a crisis and seeking emergency services as soon as possible, preferably prior to the initiation of a preadmission screening evaluation in order to allow REACH and emergency services to appropriately divert the individual from admission to psychiatric inpatient services when possible.
 - e.
 - f. If the CSB has an individual receiving services in the REACH Crisis Therapeutic Home (CTH) program with no plan for discharge to a community residence and a length of stay that shall soon exceed 30 concurrent days, the CSB Executive Director or his or her designee shall provide a weekly update describing efforts to achieve an appropriate discharge for the individual to the Director of Community Support Services in the Department's Division of Developmental Services or his/her designee.
 - g. DBHDS shall notify the CSB Executive Director or designee when it is aware of a person at the REACH CTH who is nearing a 30-day concurrent stay.
- 18.) Comply with State Board Policy 1044 (SYS) 12-1 Employment First [section III.C.7.b, p. 11]. This policy supports identifying community-based employment in integrated work settings as the first and priority service option offered by case managers or support coordinators to individuals receiving day support or employment services.
- a. CSB case managers shall take the on-line case management training modules and review the case management manual.
 - b. CSB case managers shall initiate meaningful employment conversations with individuals starting at the age of 14 until the age of retirement (65).
 - c. CSB case managers shall discuss employment with all individuals, including those with intense medical or behavioral support needs, as part of their ISP planning processes.
 - d. CSB case managers shall document goals for or toward employment for all individuals 18-64 or the specific reasons that employment is not being pursued or considered.
 - e. DBHDS shall create training and tools for case managers regarding meaningful conversation about employment, including for people with complex medical and behavioral support needs. The CSB shall utilize this training with its staff and document its completion.
- 19.) CSB case managers or support coordinators shall liaise with the Department's regional community resource consultants regarding responsibilities as detailed in the Performance Contract [section III.E.1, p. 14].
- 20.) Case managers or support coordinators shall participate in discharge planning with individuals'

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- personal support teams (PSTs) for individuals in training centers and children in ICF/IIDs for whom the CSB is the case management CSB, pursuant to § 37.2-505 and § 37.2-837 of the Code that requires the CSB to develop discharge plans in collaboration with training centers [section IV.B.6, p. 16].
- 21.) In developing discharge plans, CSB case managers or support coordinators, in collaboration with facility PSTs, shall provide to individuals and, where applicable, their authorized representatives, specific options for types of community residences , services, and supports based on the discharge plan and the opportunity to discuss and meaningfully consider these options [section IV.B.9, p. 17].
- 22.) CSB case managers or support coordinators and PSTs shall coordinate with specific types of community providers identified in discharge to provide individuals, their families, and, where applicable, their authorized representatives with opportunities to speak with those providers, visit community residences (including, where feasible, for overnight visits) and programs, and facilitate conversations and meetings with individuals currently living in the community and their families before being asked to make choices regarding options [section IV.B.9.b, p. 17].
- 23.) CSB case managers or support coordinators and PSTs shall assist individuals and, where applicable, their authorized representatives in choosing providers after providing the opportunities described in subsection 13 above and ensure that providers are timely identified and engaged in preparing for individuals’ transitions [section IV.B.9.c, p.17]. Case managers or support coordinators shall provide information to the Department about barriers to discharge for aggregation and analysis by the Department for ongoing quality improvement, discharge planning, and development of community-based services [IV.B.14, p. 19].
- 24.) In coordination with the Department’s Post Move Monitor, the CSB shall conduct post- move monitoring visits within 30, 60, and 90 days following an individual’s movement from a training center to a community setting [section IV.C.3, p.19]. The CSB shall provide information obtained in these post move monitoring visits to the Department within seven business days after the visit.
- 25.) If a CSB provides day support or residential services to individuals in the target population, the CSB shall implement risk management and quality improvement processes, including establishment of uniform risk triggers and thresholds that enable it to adequately address harms and risks of harms, including any physical injury, whether caused by abuse, neglect, or accidental causes [section V.C.1, p. 22].
- 26.) Using the protocol and the real-time, web-based incident reporting system implemented by the Department, the CSB shall report any suspected or alleged incidents of abuse or neglect as defined in § 37.2-100 of the Code, serious injuries as defined in 12 VAC 35- 115-30 of the *Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services* or deaths to the Department within 24 hours of becoming aware of them [section V.C.2, p. 22].
- 27.) CSBs shall participate with the Department to collect and analyze reliable data about individuals receiving services under this Agreement from each of the following areas:
- | | |
|-------------------------------------|---|
| a. safety and freedom from harm | e. community inclusion, health and well-being |
| b. physical, mental, and behavioral | f. access to services |
| c. avoiding crises | g. provider capacity |
| d. choice and self-determination | h. stability [section V.D.3, pgs. 24 & 25] |
- 28.) CSBs shall participate in the regional quality council established by the Department that is responsible for

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assessing relevant data, identifying trends, and recommending responsive actions in its region [section V.D.5.a, p. 25].

- 29.) CSB's shall review and provide annual feedback on the Quality Review Team (QRT) End of Year Report.
- 30.) CSBs shall participate in DBHDS initiatives that ensure the reliability and validity of data submitted to the Department. Participation may include reviews of sampled data, the comparison of data across DBHDS and CSB systems, and the involvement of operational staff to include information technology. Meeting frequency shall be semi-annually, but not more than monthly depending on the support needed.
- 31.) CSBs shall provide access to the Independent Reviewer to assess compliance with this Agreement. The Independent Reviewer shall exercise his access in a manner that is reasonable and not unduly burdensome to the operation of the CSB and that has minimal impact on programs or services to individuals receiving services under the Agreement [section VI.H, p. 30 and 31]
- 32.) CSBs shall participate with the Department and any third party vendors in the implementation of the National Core Indicators (NCI) Surveys and Quality Service Reviews (QSRs) for selected individuals receiving services under the Agreement. This includes informing individuals and authorized representatives about their selection for participation in the NCI individual surveys or QSRs; providing the access and information requested by the vendor, including health records, in a timely manner; assisting with any individual specific follow up activities; and completing NCI surveys [section V.I, p. 28].
- a. During FY22 the QSR process will be accelerated and will require the CSB to fully participate in the completion of QSR implementation twice during a nine-month period. This will ensure that the Commonwealth can show a complete improvement cycle intended by the QSR process by June 30, 2022. The attached GANTT details the schedule for the QSR reviews of 100% of providers, including support coordinators, for two review cycles.
- 33.) The CSB shall notify the community resource consultant (CRC) and regional support team (RST) in the following circumstances to enable the RST to monitor, track, and trend community integration and challenges that require further system development:
- a. within five calendar days of an individual being presented with any of the following residential options: an ICF, a nursing facility, a training center, or a group home/congregate setting with a licensed capacity of five beds or more;
- b. if the CSB is having difficulty finding services within 30 calendar days after the individual's enrollment in the waiver; or
- c. immediately when an individual is displaced from his or her residential placement for a second time [sections III.D.6 and III.E, p. 14].
- 34.) DBHDS shall provide data to CSBs on their compliance with the RST referral and implementation process.
- a. DBHDS shall provide information quarterly to the CSB on individuals who chose less integrated options due to the absence of something more integrated at the time of the RST review and semi-annually
- b. DBHDS shall notify CSBs of new providers of more integrated services so that individuals who had to choose less integrated options can be made aware of these new services and supports.
- c. CSBs shall offer more integrated options when identified by the CSB or provided by DBHDS.
- d. CSBs shall accept technical assistance from DBHDS if the CSB is not meeting expectations.
- 35.) Case managers or support coordinators shall collaborate with the CRC to ensure that person-centered planning and placement in the most integrated setting appropriate to the individual's needs and consistent with his or her informed choice occur [section III.E.1- 3, p. 14].
- a. CSBs shall collaborate with DBHDS CRCs to explore community integrated options including working with providers to create innovative solutions for people. The Department encourages the CSB to provide the Independent Reviewer with access to its services and records and to individuals

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receiving services from the CSB; however, access shall be given at the sole discretion of the CSB [section VI.G, p. 31].

36.) Developmental Case Management Services

- a. Case managers or support coordinators employed or contracted by the CSB shall meet the knowledge, skills, and abilities qualifications in the Case Management Licensing Regulations, 12 VAC 35-105-1250. During its inspections, the Department's Licensing Office may verify compliance as it reviews personnel records.
- b. Reviews of the individual support plan (ISP), including necessary assessment updates, shall be conducted with the individual quarterly or every 90 days and include modifications in the ISP when the individual's status or needs and desires change.
- c. During its inspections, the Department's Licensing Office may verify this as it reviews the ISPs including those from a sample identified by the CSB of individuals who discontinued case management services.
- d. The CSB shall ensure that all information about each individual, including the ISP and VIDES, is imported from the CSB's electronic health record (EHR) to the Department within five (5) business days through an electronic exchange mechanism mutually agreed upon by the CSB and the Department into the electronic waiver management system (WaMS).
- e. If the CSB is unable to submit via the data exchange process, it shall enter this data directly through WaMS, when the individual is entered the first time for services, or when his or her living situation changes, her or his ISP is reviewed annually, or whenever changes occur, including the individual's Race and the following information:

<ol style="list-style-type: none"> i. full name ii. social security number iii. Medicaid number iv. CSB unique identifier v. current physical residence address vi. living situation (e.g., group home vii. family home, or own home) 	<ol style="list-style-type: none"> viii. level of care information ix. change in status x. terminations xi. transfers xii. waiting list information xiii. bed capacity of the group home if that is chosen xiv. Current support coordinator's name
--	---
- f. Case managers or support coordinators and other CSB staff shall comply with the SIS® Administration Process and any changes in the process within 30 calendar days of notification of the changes.
- g. Case managers or support coordinators shall notify the Department's service authorization staff that an individual has been terminated from all DD waiver services within 10 business days of termination.
- h. Case managers or support coordinators shall assist with initiating services within 30 calendar days of waiver enrollment and shall submit Request to Retain Slot forms as required by the Department. All written denial notifications to the individual, and family/caregiver, as appropriate, shall be accompanied by the standard appeal rights (12VAC30-110).
- i. Case managers or support coordinators shall complete the level of care tool for individuals requesting DD Waiver services within 60 calendar days of application for individuals expected to present for services within one year.
- j. Case managers or support coordinators shall comply with the DD waitlist process and slot assignment process and implement any changes in the processes within 30 calendar days of written notice from the Department.

37.) Targeted Technical Assistance

- a. The CSB shall participate in technical assistance as determined by the Case Management Steering Committee. Technical assistance may be comprised of virtual or on-site meetings, trainings, and record reviews related to underperformance in any of the following areas monitored by the committee: Regional Support Team referrals, Support Coordination Quality Review results, Individual Support Plan entry completion, and case management contact data.

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- b. DBHDS shall provide a written request that contains specific steps and timeframes necessary to complete the targeted technical assistance process.
- c. The CSB shall accommodate technical assistance when recommended within 45 days of the written request.
- d. CSB failure to participate in technical assistance as recommended or demonstrate improvement within 12 months may result in further actions under Exhibit I of this contract.

38.) CSB Quality Improvement Committees will review annually the DMAS-DBHDS Quality Review Team's

End of Year report on the status of the performance measures included in the DD HCBS Waivers' Quality Improvement Strategy with accompanying recommendations to the DBHDS Quality Improvement Committee. CSB documentation of these reviews and resultant CSB-specific quality improvement activities will be reported to DBHDS within 30 days of receiving the report.

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Administrative Requirements and Processes and Procedures

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Administrative Requirements and Processes and Procedures

I. Purpose

The Administrative Requirements and Processes and Procedures include statutory, regulatory, policy, process and procedures and other requirements that are not expected to change frequently. The CSB and the Department shall comply with these requirements and processes and procedures. This document is incorporated into and made a part of the Community Services Performance Contract (PC) by reference. The Department will work with the CSBs regarding any substantive changes to this document, with the exception of changes in statutory, regulatory, policy, or other requirements.

II. CSB Requirements

A. Financial Management Requirements, Policies, and Procedures

Generally Accepted Accounting Principles: The CSB's financial management and accounting system shall operate and produce financial statements and reports in accordance with Generally Accepted Accounting Principles. It shall include necessary personnel and financial records and a fixed assets system. It shall provide for the practice of fund accounting and adhere to cost accounting guidelines issued by the Department.

If it is an administrative policy CSB that is a city or county department or agency or is required to adhere to local government financial management requirements, policies, and procedures or it is the local government department with a policy-advisory CSB, the CSB shall comply with local government financial management requirements, policies, and procedures.

If the Department receives any complaints about the CSB's financial management operations, the Department will forward these complaints to the local government and any other appropriate authorities. In response to those complaints, the Department may conduct a review of that CSB's financial management activities.

1. **Accounting:** CSBs shall account for all service and administrative expenses accurately and submit timely reports to the Department to document these expenses.
2. **Annual Independent Audit:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government financial management requirements, policies, and procedures, the CSB shall obtain an independent annual audit conducted by certified public accountants.
 - a. Audited financial statements shall be prepared in accordance with generally accepted accounting principles (GAAP). The appropriate GAAP basis financial reporting model is the Enterprise Fund in accordance with the requirements of Governmental Accounting Standards Board (GASB) Statement Number 34, *Basic Financial Statements- and Management's Discussion and Analysis- for State and Local Governments*. GASB 34 replaces the previous financial reporting model *Health Care Organizations Guide*, produced by the American Institute of Certified Public Accountants.
 - b. Copies of the audit and the accompanying management letter shall be provided to the Office of Budget and Financial Reporting in the Department and to each local government that established the CSB.
 - c. CSBs shall, to the extent practicable, obtain unqualified audit opinions. Deficiencies and exceptions noted in an audit or management letter shall be resolved or corrected within a reasonable period of time, mutually agreed upon by the CSB and the Department.
 - d. If it is an administrative policy CSB that is a city or county department or agency or is required to adhere to local government financial management requirements, policies, and procedures or it is the local government department with a policy-advisory CSB, the CSB shall be included in the annual audit of its local government.
 - i. Copies of the applicable portions of the accompanying management letter shall be provided to the Office of Budget and Financial Reporting in the Department.

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- ii. Deficiencies and exceptions noted in a management letter shall be resolved or corrected within a reasonable period of time, mutually agreed upon by the CSB, its local government(s), and the Department.
- e. If an administrative policy CSB that is a city or county department or agency or is required to adhere to local government financial management requirements, policies, and procedures or the local government department with a policy-advisory CSB obtains a separate independent annual audit conducted by certified public accountants, audited financial statements shall be prepared in accordance with generally accepted accounting principles.
 - i. The appropriate GAAP basis financial reporting model is the Enterprise Fund in accordance with the requirements of Governmental Accounting Standards Board (GASB) Statement Number 34, *Basic Financial Statements- and Management's Discussion and Analysis- for State and Local Governments*. The local government will determine the appropriate fund classification in consultation with its certified public accountant.
 - ii. Copies of the audit and the accompanying management letter shall be provided to the Office of Budget and Financial Reporting and to each local government that established the CSB.
 - iii. CSBs shall, to the extent practicable, obtain unqualified audit opinions.
 - iv. Deficiencies and exceptions noted in an audit or management letter shall be resolved or corrected within a reasonable period of time, mutually agreed upon by the CSB and the Department.
- 3. **Federal Audit Requirements:** When the Department subgrants federal grants to a CSB, the CSB shall satisfy all federal government audit requirements.
- 4. **Subcontractor Audits:** Every CSB shall obtain, review, and take any necessary actions on audits of any subcontractors that provide services that are procured under the Virginia Public Procurement Act and included in a CSB's performance contract. The CSB shall provide copies of these audits to the Office of Budget and Financial Reporting in the Department.
- 5. **Bonding:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government financial management requirements, policies, and procedures, CSB employees with financial responsibilities shall be bonded in accordance with local financial management policies.
- 6. **Fiscal Policies and Procedures:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government financial management requirements, policies, and procedures, a CSB's written fiscal policies and procedures shall conform to applicable State Board policies and Departmental policies and procedures.
- 7. **Financial Management Manual:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government financial management requirements, policies, and procedures, a CSB shall be in material compliance with the requirements in the current Financial Management Standards for Community Services Boards issued by the Department.
- 8. **Local Government Approval:** CSBs shall submit their performance contracts to the local governments in their service areas for review and approval, pursuant to § 37.2-508 or § 37.2-608 of the Code of Virginia, which requires approval of the contracts by September 30.
 - a. CSBs shall submit their contracts to the local governing bodies of the cities and counties that established them in accordance with the schedules determined by those governing bodies or at least 15 days before meetings at which the governing bodies are scheduled to consider approval of their contracts.
 - b. Unless prohibited from doing so by its local government(s), a CSB may submit its contract to the Department before it is approved by its local government(s).

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9. **Department Review:** If a CSB is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government financial management requirements, policies, and procedures, the Department may conduct a review of the CSB's financial management activities at any time.
 - a. While it does not conduct routine reviews of the CSB's financial management activities, the Department may conduct a review in response to significant deficiencies, irregularities, or problems identified in the CSB's audit or management letter or in response to complaints or information that it receives.
 - i. Such reviews shall be limited to sub-recipient monitoring responsibilities in 2 CFR Part 200.331 associated with receipt of federal funds by the CSB.
 - ii. CSBs shall submit formal plans of correction to the Office of Budget and Financial Reporting in the Department within 45 days of receipt of official reports of reviews.
 - iii. Minor compliance issues shall be corrected within 45 days of submitting a plan. Action to correct major compliance issues shall be initiated within 45 days and completed within 180 days of submitting a plan, unless the Department grants an extension.
 - b. If it is an administrative policy CSB that is a city or county department or agency or is required to adhere to local government financial management requirements, policies, and procedures or it is the local government department with a policy-advisory CSB, the Department may conduct a review of a CSB's financial management activities at any time in order to fulfill its responsibilities for federal sub-recipient (CSB) monitoring requirements under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR Part 200.331.

B. Procurement Requirements, Policies, and Procedures

1. **Procurement Policies and Procedures:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government procurement requirements, policies, and procedures, a CSB shall have written procurement policies and procedures in effect that address internal procurement responsibilities, small purchases and dollar thresholds, ethics, and disposal of surplus property. Written procurement policies and procedures relating to vendors shall be in effect that address how to sell to the CSB, procurement, default, and protests and appeals. All written policies and procedures shall conform to the Virginia Public Procurement Act.

 If it is an administrative policy CSB that is a city or county department or agency or is required to adhere to local government procurement requirements, policies, and procedures or it is the local government department with a policy-advisory CSB, a CSB shall comply with its local government's procurement requirements, policies, and procedures, which shall conform to the Virginia Public Procurement Act. If the Department receives any complaints about the CSB's procurement operations, the Department will forward these complaints to the local government and any other appropriate authorities. In response to those complaints, the Department may conduct a review of that CSB's procurement activities.
2. **Department Review:** If a CSB is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government procurement requirements, policies, and procedures, the Department may conduct a review of the CSB's procurement activities at any time. While it does not conduct routine reviews of the CSB's procurement activities, the Department may conduct a review in response to significant deficiencies, irregularities, or problems identified in the CSB's independent annual audit or management letter or in response to complaints or information that it receives. The review will include a sampling of CSB subcontracts. CSBs shall submit formal plans of correction to the Office of Administrative Services in the Department within 45 days of receipt of official reports of reviews. Minor compliance issues shall be corrected within 45 days of submitting a plan. Action to correct major compliance issues shall be initiated within 45 days and completed within 180 days of submitting a plan, unless the Department grants an extension.

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C. Reimbursement Requirements, Policies, and Procedures

1. **Reimbursement System:** Each CSB's reimbursement system shall comply with § 37.2-504 and § 37.2-511 or § 37.2-605 and § 37.2-612 and with § 20-61 of the Code of Virginia and State Board Policy 6002 (FIN) 86-14. Its operation shall be described in organizational charts identifying all staff members, flow charts, and specific job descriptions for all personnel involved in the reimbursement system.
2. **Policies and Procedures:** Written fee collection policies and procedures shall be adequate to maximize fees from individuals and responsible third party payers.
3. **Schedule of Charges:** A schedule of charges shall exist for all services that are included in the CSB's performance contract, shall be related reasonably to the cost of the services, and shall be applicable to all recipients of the services.
4. **Ability to Pay:** A method, approved by a CSB's board of directors that complies with applicable state and federal regulations shall be used to evaluate the ability of each individual to pay fees for the services he or she receives.
5. **Department Review:** While it does not conduct routine reviews of the CSB's reimbursement activities, the Department may conduct a review at any time in response to significant deficiencies, irregularities, or problems identified in the CSB's independent annual audit or management letter or in response to complaints or information that it receives.
 - a. CSBs shall submit formal plans of correction to the Office of Cost Accounting and Reimbursement in the Department within 45 days of receipt of official reports of reviews.
 - b. Minor compliance issues shall be corrected within 45 days of submitting a plan. Action to correct major compliance issues shall be initiated within 45 days and completed within 180 days of submitting a plan, unless the Department grants an extension.
6. **Medicaid and Medicare Regulations:** CSBs shall comply with applicable federal and state Medicaid and Medicare regulations, policies, procedures, and provider agreements. Medicaid non-compliance issues identified by Department staff will be communicated to the Department of Medical Assistance Services.

D. Human Resource Management Requirements, Policies, and Procedures

1. **Statutory Requirements:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government human resource management requirements, policies, and procedures, a CSB shall operate a human resource management program that complies with state and federal statutes, regulations, and policies.

If it is an administrative policy CSB that is a city or county department or agency or is required to adhere to local government human resource management requirements, policies, and procedures or it is the local government department with a policy-advisory CSB, a CSB shall be part of a human resource management program that complies with state and federal statutes, regulations, and policies.
2. **Policies and Procedures:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government human resource management requirements, policies, and procedures, a CSB's written human resource management policies and procedures shall include a classification plan and uniform employee pay plan and, at a minimum, shall address:
 - a) nature of employment;
 - b) equal employment opportunity;
 - c) recruitment and selection;
 - d) criminal background and reference check requirements;

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| e) classification and compensation, including a uniform employee pay plan; | u) conflicts of interests and compliance with the Conflict of Interests Act; |
| f) employment medical examinations (e.g., TB); | v) compliance with Fair Labor Standards Act, including exempt status, overtime, and compensatory leave; |
| g) nepotism (employment of relatives); | w) drug-free workplace and drug testing; |
| h) probationary period; | x) maintenance of a positive and respectful workplace environment; |
| i) initial employee orientation; | y) prevention of sexual harassment; |
| j) transfer and promotion; | z) prevention of workplace violence; |
| k) termination, layoff, and resignation; | aa) whistleblower protections; |
| l) benefits, including types and amounts of leave, holidays, and health, disability, and other insurances; | bb) smoking; |
| m) hours of work; | cc) computer, internet, email, and other electronic equipment usage; |
| n) outside employment; | dd) progressive discipline (standards of conduct); |
| o) professional conduct; | ee) employee performance evaluation; |
| p) employee ethics; | ff) employee grievances; |
| q) compliance with state Human Rights Regulations and the CSB's local human rights policies and procedures; | gg) travel reimbursement and on-the-job expenses; |
| r) HIPAA compliance and privacy protection; | hh) employee to executive director and board of directors contact protocol; and |
| s) compliance with the Americans with Disabilities Act; | ii) communication with stakeholders, media, and government officials. |
| t) compliance with Immigration Reform and Control Act of 1986; | |

If it is an administrative policy CSB that is a city or county department or agency or is required to adhere to local government human resource management requirements, policies, and procedures or it is the local government department with a policy-advisory CSB, a CSB shall adhere to its local government's human resource management policies and procedures.

3. **Job Descriptions:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government human resource management requirements, policies, and procedures, a CSB shall have written, up-to-date job descriptions for all positions.

Job descriptions shall include identified essential functions, explicit responsibilities, and qualification statements, expressed in terms of knowledge, skills, and abilities as well as business necessity and bona fide occupational qualifications or requirements.

4. **Grievance Procedure:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government human resource management, policies, procedures, and requirements, a CSB's grievance procedure shall satisfy § 15.2-1507 of the Code of Virginia.
5. **Uniform Pay Plan:** If it is an operating CSB, a behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government human resource management requirements, policies, and procedures, a CSB shall adopt a uniform pay plan in accordance with § 15.2-1506 of the Code of Virginia and the Equal Pay Act of 1963.

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6. **Department Review:** If it is an operating CSB, the behavioral health authority, or an administrative policy CSB that is not a city or county department or agency or is not required to adhere to local government human resource management requirements, policies, and procedures, employee complaints regarding a CSB's human resource management practices will be referred back to the CSB for appropriate local remedies.
- a) The Department may conduct a human resource management review to ascertain a CSB's compliance with performance contract requirements and assurances, based on complaints or other information received about a CSB's human resource management practices. If a review is done and deficiencies are identified, a CSB shall submit a formal plan of correction to the Office of Human Resource Management and Development in the Department within 45 days of receipt of an official report of a review.
 - b) Minor compliance issues shall be corrected within 45 days of submitting the plan. Action to correct major compliance issues shall be initiated within 45 days and completed within 180 days of submitting the plan, unless the Department grants an extension.
 - c) If it is an administrative policy CSB that is a city or county department or agency or is required to adhere to local government human resource management requirements, policies, and procedures or it is the local government department with a policy-advisory CSB, employee complaints regarding a CSB's human resource management practices will be referred back to the local government for appropriate local remedies. In response to complaints that it receives, the Department may conduct a review of the local government's human resource management practices at any time.

E. Comprehensive State Planning

1. **General Planning:** The CSB shall participate in collaborative local and regional service and management information systems planning with state facilities, other-CSBs, other public and private human services agencies, and the Department, as appropriate. In accordance with § 37.2-504 or § 37.2-605 of the Code of Virginia, the CSB shall provide input into long-range planning activities that are conducted by the Department.
2. **Participation in State Facility Planning Activities**
The CSB shall participate in collaborative planning activities with the Department to the greatest extent possible regarding the future role and structure of the state facilities.

F. Interagency Relationships

Pursuant to the case management requirements of § 37.2-500 or § 37.2-601 of the Code of Virginia, the CSB shall, to the extent practicable, develop and maintain linkages with other community and state agencies and facilities that are needed to assure that individuals it serves are able to access treatment, training, rehabilitative, and habilitative mental health, developmental, or substance abuse services and supports identified in their individualized services plans. The CSB shall comply with § 37.2-504 or § 37.2-605 of the Code of Virginia regarding interagency agreements.

The CSB also shall develop and maintain, in conjunction with the courts having jurisdiction in the cities or counties served by the CSB, cooperative linkages that are needed to carry out the provisions of § 37.2-805 through § 37.2-821 and related sections of the Code of Virginia pertaining to the involuntary admission process.

The CSB shall develop and maintain the necessary linkages, protocols, and interagency agreements to effect the provisions of the Comprehensive Services Act for At-Risk Youth and Families (§ 2.2-5200 through § 2.2-5214 of the Code of Virginia) that relate to services that it provides. Nothing in this provision shall be construed as requiring the CSB to provide services related to this act in the absence of sufficient funds and interagency agreements.

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III. The Department Requirements

A. Comprehensive State Planning

The Department shall conduct long-range planning activities related to state facility and community services, including the preparation and dissemination of the Comprehensive State Plan required by § 37.2-315 of the Code of Virginia.

B. Administrative Fee

The Department shall partner with the CSBs to establish administrative fee policies and procedures.

C. Information Technology

The Department shall operate and provide technical assistance and support, to the extent practicable, to the CSB about the Community Automated Reporting System (CARS), the Community Consumer Submission (CCS) software, the FIMS, and the prevention data system referenced in the performance contract and comply with State Board Policies 1030 and 1037.

1. Pursuant to § 37.2-504 and § 37.2-605 of the Code of Virginia, the Department shall implement procedures to protect the confidentiality of data accessed or received in accordance with the performance contract.
2. The Department shall ensure that any software application that it issues to the CSB for reporting purposes associated with the performance contract has been field tested in accordance with Appendix D by a reasonable number of CSBs to assure compatibility and functionality with the major IT systems used by CSBs, is operational, and is provided to the CSB sufficiently in advance of reporting deadlines to allow the it to install and run the software application.
3. The Department shall collaborate with the VACSB DMC in the implementation of any new data management or data warehousing systems to ensure appropriate interoperability and workflow management.

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Appendix A: CSB and Board of Directors Organization and Operations

These requirements apply to the CSB board of directors or staff and the services included in this agreement.

A. CSB Organization

The CSB's organization chart shall be consistent with the current board of directors and staff organization. The organization chart shall include the local governing body or bodies that established the CSB and the board's committee structure.

B. Board Bylaws

Board of directors (BOD) bylaws shall be consistent with local government resolutions or ordinances establishing the CSB, board policies, and the CSB's organization chart and shall have been reviewed and revised in the last two years.

C. CSB Name Change

If the name of an operating CSB changes, the CSB shall attach to this contract copies of the resolutions or ordinances approving the CSB's new name that were adopted by the boards of supervisors or city councils (local governing bodies) that established the CSB. If the number of appointments made to the CSB by its local governing bodies changes, the CSB shall attach to this contract copies of the resolutions or ordinances adopted by the local governing bodies that changed the number of appointments.

If the name of an administrative policy CSB that is not a local government department or that serves more than one city or county changes, the CSB shall attach to this contract copies of the resolutions or ordinances approving the CSB's new name that were adopted by the boards of supervisors or city councils (local governing bodies) that established the CSB. If the number of appointments made to the CSB by its local governing bodies changes, the CSB shall attach to this contract copies of the resolutions or ordinances adopted by the local governing bodies that changed the number of appointments.

D. BOD Member Job Description

The BOD and executive director shall develop a board member position description, including qualifications, duties and responsibilities, and time requirements that the CSB shall provide to its local governing bodies to assist them in board appointments.

E. BOD Member Training

The executive director shall provide new board members with training on their legal, fiduciary, regulatory, policy, and programmatic powers and responsibilities and an overview of the performance contract within one month of their appointment. New board members shall receive a board manual before their first board meeting with the information needed to be an effective board member.

F. BOD Policies

The BOD shall adopt policies governing its operations, including board- staff relationships and communications, local and state government relationships and communications, committee operations, attendance at board meetings, oversight and monitoring of CSB operations, quality improvement, conflict of interests, freedom of information, board member training, privacy, security, and employment and evaluation of and relationship with the executive director.

G. FOIA Compliance

The BOD shall comply with the Virginia Freedom of Information Act (FOIA) in the conduct of its meetings, including provisions governing executive sessions or closed meetings, electronic communications, and notice of meetings.

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H. BOD Meeting Schedule

The BOD shall adopt an annual meeting schedule to assist board member attendance.

I. Meeting Frequency

The BOD shall meet frequently enough (at least six times per year) and receive sufficient information from the staff to discharge its duties and fulfill its responsibilities. This information shall include quarterly reports on service provision, funds and expenditures, and staffing in sufficient detail and performance on the behavioral health and developmental performance measures and other performance measures in Exhibit B. Board members shall receive this information at least one week before a scheduled board meeting.

J. Reporting Fraud

1. Fraud is an intentional wrongful act committed with the purpose of deceiving or causing harm to another party. Upon discovery of circumstances suggesting a reasonable possibility that a fraudulent transaction has occurred, the CSB's executive director shall report this information immediately to any applicable local law enforcement authorities and the Department's Internal Audit Director.
2. All CSB financial transactions that are the result of fraud or mismanagement shall become the sole liability of the CSB, and the CSB shall refund any state or federal funds disbursed by the Department to it that were involved in those financial transactions.
3. The CSB shall ensure that new CSB board members receive training on their fiduciary responsibilities under applicable provisions of the Code and this contract and that all board members receive annual refresher training on their fiduciary responsibilities.

K. Financial Management

The CSB shall comply with the following requirements, as applicable.

1. To avoid any appearance of conflict or impropriety, the CSB shall provide complete annual financial statements to its Certified Public Accountant (CPA) for audit. If the CSB does not produce its annual financial statements internally, it should not contract production of the statements to the same CPA that conducts its annual independent audit.
2. Operating CSBs and the BHA shall rebid their CPA audit contracts at least every five (5) years once the current CPA contracts expire. If the firm performing the audit is more than 60 days late for two consecutive years, the CSB reserves the right to rebid for the services of an annual audit.
If the Department determines in its review of the CPA audit provided to it or during its financial review of the CSB that the CSB's CPA audit contains material omissions or errors and informs the CSB of this situation, this could be grounds for the CSB to cancel its audit contract with the CPA.
3. A designated staff person shall review all financial reports prepared by the CSB for the reliance of third parties before the reports are presented or submitted and the reviews shall be documented.
4. All checks issued by the CSB that remain outstanding after one year shall be voided.
5. All CSB bank accounts shall be reconciled regularly, and a designated staff person not involved in preparing the reconciliation shall approve it.
6. A contract administrator shall be identified for each contract for the purchase of services entered into by the CSB, and every contract shall be signed by a designated staff person and each other party to the contract, where applicable.
7. A designated staff person shall approve and document each write-off of account receivables for services to individuals. The CSB shall maintain an accounts receivable aging schedule, and debt that is deemed to be uncollectable shall be written off periodically. The CSB shall maintain a system of internal controls including separation of duties to safeguard accounts receivable assets. A designated staff person who does not enter or process the CSB's payroll shall certify each payroll.
8. The CSB shall maintain documentation and reports for all expenditures related to the federal Mental Health Block Grant and federal Substance Abuse Prevention and Treatment Block Grant funds contained in Exhibit

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A sufficient to substantiate compliance with the restrictions, conditions, and prohibitions related to those funds.

9. The CSB shall maintain an accurate list of fixed assets as defined by the CSB. Assets that are no longer working or repairable or are not retained shall be excluded from the list of assets and written off against accumulated depreciation, and a designated staff person who does not have physical control over the assets shall document their disposition. The current location of or responsibility for each asset shall be indicated on the list of fixed assets.
10. Access to the CSB's information system shall be controlled and properly documented. Access shall be terminated in a timely manner when a staff member is no longer employed by the CSB to ensure security of confidential information about individuals receiving services and compliance with the Health Insurance Portability and Accountability Act of 1996 and associated federal or state regulations.
11. If it is an operating CSB or the BHA, the CSB shall maintain an operating reserve of funds sufficient to cover at least two months of personnel and operating expenses and ensure that the CSB's financial position is sound. An operating reserve consists of available cash, investments, and prepaid assets.
12. At any point during the term of this contract, if it determines that its operating reserve is less than two months, the CSB shall notify the Department within 10 calendar days of the determination and develop and submit a plan to the Department within 30 business days that includes specific actions and timeframes to increase the reserve to at least two months in a reasonable time.
13. Once it approves the plan, the Department shall incorporate it as an Exhibit
 - i. D of this contract and monitor the CSB's implementation of it.
14. The CSB's annual independent audit, required of the CSB Administrative Requirements, presents the CSB's financial position, the relationship between the CSB's assets and liabilities.
15. If its annual independent audit indicates that the CSB's operating reserve is less than two months, the CSB shall develop a plan that includes specific actions and timeframes to increase the reserve to at least two months in a reasonable time and submit the plan to the Department within 30 calendar days of its receipt of the audit for the Department's review and approval.
16. Once it approves the plan, the Department shall incorporate it as an Exhibit D of this contract and monitor the CSB's implementation of it.

L. Employment of a CSB Executive Director or Behavioral Health Authority (BHA) Chief Executive Officer (CEO) Position

1. When an operating CSB executive director or behavioral health authority (BHA) chief executive officer (CEO) position becomes vacant, the CSB or BHA board of directors (BOD) shall conduct a broad and thorough public recruitment process that may include internal candidates and acting or interim executive directors.
2. CSB or BHA may choose to work with the Department's Human Resources Department (HR) in its recruitment and selection process in order to implement applicable provisions of § 37.2-504 or § 37.2- 605 of the Code and to ensure selection of the most qualified candidate.
3. The CSB or BHA shall provide a current position description and salary and the advertisement for the position to the HR for review and approval prior to advertising the position.
4. The CSB or BHA BOD may choose to invite HR staff to meet with it to review the board's responsibilities and to review and comment on the board's screening criteria for applicants and its interview and selection procedures.
5. The CSB or BHA BOD shall follow the steps outlined in the current CSB Executive Director Recruitment Process Guidance issued by the Department, adapting the steps to reflect its unique operating environment and circumstances where necessary, to have a legally and professionally defensible recruitment and selection process. Department staff shall work with the BOD search committee to help it use the Guidance document in its process.
6. The CSB or BHA BOD may choose to include an HR staff as a voting member of its search committee to provide the Department's perspective and feedback directly to the committee.
7. Prior to employing a new executive director or CEO, the CSB or BHA shall provide a copy of the application and resume of the successful applicant and the proposed salary to the HR for review and approval for

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adherence to minimum qualifications and the salary range established by the Department pursuant to § 37.2-504 or § 37.2-605 and contained in the current CSB Executive Director Recruitment Process Guidance.

8. If the CSB or BHA proposes employing the executive director or CEO above the middle of the salary range, the successful applicant shall meet the preferred qualifications in addition to the minimum qualifications in the Guidance. This review does not include Department approval of the selection or employment of a particular candidate for the position.
9. Section 37.2-504 or § 37.2-605 of the Code requires the CSB or BHA to employ its executive director or CEO under an annually renewable contract that contains performance objectives and evaluation criteria. The CSB or BHA shall provide a copy of this employment contract to the HR for review and approval prior to employment of the new executive director or CEO or before the contract is executed.

M. Administrative Policy CSB Executive Director Position

1. The CSB may choose to involve staff in the Department's HR in its recruitment and selection process in order to implement applicable provisions of § 37.2-504 or § 37.2-605 of the Code. The CSB shall provide a current position description and the advertisement for the position to the HR for review prior to the position being advertised pursuant to § 37.2- 504 of the Code.
2. Prior to employing the new executive director, the CSB shall provide a copy of the application and resume of the successful applicant to the HR for review for adherence to minimum qualifications established by the Department pursuant to § 37.2-504. This review does not include Department approval of the selection or employment of a particular candidate for the position.
3. While § 37.2-504 of the Code does not require an administrative policy CSB to employ its executive director under an annually renewable contract that contains performance objectives and evaluation criteria, the CSB should follow this accepted human resource management practice.

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Appendix B: Disaster Response and Emergency Service Preparedness Requirements

- A. The CSB agrees to comply with section 416 of Public Law 93-288 (the Stafford Act) and § 44-146.13 through § 44-146.28 of the Code regarding disaster response and emergency service preparedness. These Code sections authorize the Virginia Department of Emergency Management, with assistance from the Department, to execute the *Commonwealth of Virginia Emergency Operations Plan*, as promulgated through Executive Order 50 (2012).
- B. Disaster behavioral health assists with mitigation of the emotional, psychological, and physical effects of a natural or man-made disaster affecting survivors and responders. Disaster behavioral health support is most often required by Emergency Support Function No. 6: Mass Care, Emergency Assistance, Temporary Housing, and Human Services; Emergency Support Function No. 8: Health and Medical Services; and Emergency Support Function No. 15: External Affairs. The CSB shall:
 - 1. Provide the Department with and keep current 24/7/365 contact information for disaster response points of contact at least three persons deep
 - 2. Report to the Department all disaster behavioral health recovery and response activities related to a disaster
 - 3. Comply with all Department directives coordinating disaster planning, preparedness, response, and recovery to disasters.
- C. The Disaster Behavioral Health Annex template shall address: listing behavioral health services and supports, internal to CSB and at other organizations in the community, available to localities during the preparedness, response, and recovery phases of a disaster or emergency event and designating staff to provide disaster behavioral health services and supports during emergency operations. To implement this plan, the CSB shall:
 - 1. Develop protocols and procedures for providing behavioral health services and supports during emergency operations;
 - 2. Seek to participate in local, regional, and statewide planning, preparedness, response, and recovery training and exercises;
 - 3. Negotiate disaster response agreements with local governments and state facilities; and
 - 4. Coordinate with state facilities and local health departments or other responsible local agencies, departments, or units in preparing all hazards disaster plans.

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Appendix C: Unspent Balances Principles and Procedures

1. Unspent Balances Principles and Procedures

- a. **Unspent balances:** Means any funds received from the Department to include federal funds, restricted and unrestricted state general funds, and other state special funds that remain unexpended at the end of the fiscal year in which they were disbursed by the Department. These funds will hereafter be referred to as state funds unless clarity requires more specificity.

These principles and procedures apply to all CSBs. These principles and procedures shall apply to all unspent balances of state funds present in a CSB's accounts.

b. **CSB Unspent Federal Funds**

Any unspent federal funds shall be returned to the Department at the end of the funding period in which they were allocated pursuant to the timeline and closeout process outlined in section III of Exhibit F. The only exception is for the expenditure of federal funds for allowable unliquidated obligations within appropriate spend-down periods as outlined in Exhibit F.

Federal funds that are disbursed to CSBs on a reimbursement basis are not subject to return to DBHDS unless an issue with the reimbursement calculation is identified that would necessitate the return of funding.

- c. **CSB Allocations of State Funds:** Given provisions in State Board Policy 6005 and § 37.2-509 or § 37.2-611 of the Code of Virginia, the Department shall allocate funds in Grants to Localities in the Appropriation Act without applying estimated year-end balances of unspent state funds to the next year's awards to CSBs.
- d. **Calculation of Balances:** In order to identify the correct amounts of unspent state fund balances, the Department shall continue to calculate unspent balances for all types of funds sources, except for federal grants.
- i. The Department shall calculate balances for restricted and unrestricted state funds, local matching funds, and fees, based on the end of the fiscal year Community Automated Reporting System (CARS) reports submitted by all CSBs no later than the deadline in Exhibit E of the performance contract. The Department shall continue to communicate information about individual balances to each CSB.
- e. **Unspent Balances for Regional Programs:** While all unspent balances exist in CSB financial management systems, unspent balances for a regional program may be handled by the fiscal agent and CSBs participating in the regional program as they decide for purposes allowable for the regional program. All participating CSBs must review and approve how these balances are handled and the agreed upon uses must fall within the allowable uses for any restricted regional programs. Balances for regional programs may be prorated to each participating CSB for its own locally determined uses or allocated to a CSB or CSBs for regionally approved uses, or the CSB that functions as the regional program's fiscal agent may retain and expend the funds for purposes determined by all of the participating CSBs. Procedures for handling regional program balances of unspent funds should be included in the regional program memorandum of agreement for the program among the participating CSBs, and those procedures must be consistent with the principles and procedures in this Appendix and the applicable provisions of the current performance contract.
- f. **Allowable Uses of Unspent State Fund Balances:** Consistent with the intent of the Grants to Localities item in the Appropriation Act and § 37.2-500 or § 37.2-601 of the Code of Virginia, CSBs may use unspent balances of state funds only for mental health, developmental, and substance use disorder services purposes. Any other uses of unspent state fund balances are not acceptable and are a violation of the CSB's performance contract with the Department.

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- g. **Collective Uses of Unspent Balances:** A group of CSBs may pool amounts of their unspent balances to address one-time issues or needs that are addressed more effectively or efficiently on a collective basis. Any pooled restricted funds must be used in accordance with the terms of the restriction. The use of these pooled unspent balances shall be consistent with the principles and procedures in this Appendix.
2. **Reserve Funds:** A CSB shall place all unspent balances of unrestricted and restricted state funds that it has accumulated from previous fiscal years in a separate reserve fund. CSBs shall identify and account separately for unspent balances of each type of restricted state funds from previous fiscal years in the reserve fund. The CSB shall use this reserve fund only for mental health, developmental, and substance use disorder services purposes, as specified in these principles and procedures or by the Department.
- a. Reserve funds must not be established using current fiscal year funds, which are appropriated, granted, and disbursed for the provision of services in that fiscal year. This is particularly relevant for funds restricted by funding sources such as the General Assembly, since these funds cannot be used for another purpose. Transferring current fiscal year state funds into a reserve fund or otherwise intentionally not expending them solely for the purpose of accumulating unspent state funds to create or increase a reserve fund is a violation of the legislative intent of the Appropriation Act and is not acceptable.
 - b. **Size of Reserve Funds:** The maximum acceptable amount of unspent state fund balances that a CSB may accumulate in a reserve fund shall be equal to 50 percent of the amount of all state funds received from the Department during the current fiscal year up to a maximum of \$7 million. If this amount of all state funds is less than 50 percent of the total amount of state funds received by the CSB during any one of the preceding five fiscal years, then 50 percent of that larger amount shall constitute the acceptable maximum amount of unspent state fund balances that may be accumulated in a reserve account.
 - i. If a CSB has accumulated more than this amount, it must expend enough of those reserve funds on allowable uses for mental health, developmental, or substance use disorder services purposes to reduce the amount of accumulated state fund balances to less than 50 percent of the amount of all state funds received from the Department during the current fiscal year.
 - ii. In calculating the amount of acceptable accumulated state fund balances, amounts of long term capital obligations incurred by a CSB shall be excluded from the calculation. If a CSB has a plan approved by its CSB board and reviewed and approved in advance by the Department to reserve a portion of accumulated balances toward an identified future capital expense such as the purchase, construction, renovation, or replacement of land or buildings used to provide mental health, developmental, or substance use disorder services; purchase or replacement of other capital equipment, including facility-related machinery or equipment; or purchase of information system equipment or software, the reserved amounts of state funds shall be excluded from the maximum acceptable amount of unspent state fund balances.
3. **Effective Period of Restrictions on State General Funds**
- a. Allowable uses of state funds for identified purposes (restricted funds) remain restricted as originally appropriated. After the end of the biennium in which the restricted funds were disbursed to CSB, any unexpended balances of those state funds shall be identified and shall remain restricted for permissible purposes. CSB must obtain approval from the Department to use these funds for other purposes.
 - b. The Department may request an accounting of the total amount of accumulated unexpended restricted state funds per funding source. If necessary, the Department may direct the CSBs to

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repurpose the use of those funds or the Department may re-allocate those funds amongst other CSBs based on need.

4. Performance Contract Exhibit A Documentation

- a. All uses of unspent balances of state funds shall be documented in the CSB's performance contract for the year in which the unspent balances are expended. If the balances will be used to support operational costs, the funds shall be shown as state retained earnings in the performance contract and in the CARS mid-year report, if the expense occurs in the first two quarters, and in the end of the fiscal year CARS report.
- b. If the balances will be used for major capital expenses, such as the purchase, construction, major renovation, or replacement of land or buildings used to provide mental health, developmental, or substance use disorder services or the CSB's management and administrative operations or the purchase or replacement of information system equipment, these costs shall be shown as state retained earnings and shall be described separately on the Financial Comments page (AF-2) of the performance contract and the CARS reports.
- c. Balances used for major capital expenses shall be included in appropriate lines as applicable but shall not be included in the service costs shown in the performance contract or CARS reports because these expenses would distort the ongoing costs of the services in which the major capital expenses would be included. Differences between the financial and service costs related to the inclusion of unspent balances as retained earnings for major capital expenses shall be explained on the Reconciliation of Financial Report and Core Services Costs by Program Area page. However, depreciation of those capital assets can be included in service costs.
- d. In either case, for each separate use of unspent balances of state funds, the amount expended and the category from those listed in the expenditure shall be shown on the Financial Comments page of the CARS report. The amount of unspent balances must be shown along with the specific sources of those balances, such as unrestricted state funds or particular restricted state funds. Uses of unspent balances of state funds shall be reviewed and approved by the Department in accordance with the principles and procedures in this document and the Performance Contract Process in Exhibit E of the performance contract.
- e. CSBs may maintain their accounting records on a cash or accrual basis for day-to-day accounting and financial management purposes; however its CARS reporting must be in compliance with Generally Accepted Accounting Principles (GAAP). CSBs may submit CARS reports to the Department on a cash or modified accrual basis, but they must report on a consistent basis; and the CARS reports must include all funds contained in the performance contract that are received by the CSB during the reporting period.

5. Department Review of Unspent Balances

In exercising its stewardship responsibility to ensure the most effective, prudent, and accountable uses of state funds, the Department may require CSBs to report amounts of unexpended state funds from previous fiscal years. The Department also may withhold current fiscal year disbursements of state funds from a CSB if amounts of unexpended state funds for the same purposes in the CSB's reserve account exceed the limits in this document. This action would not affect the allocation of those state funds in the following fiscal year. The Department also may review available unspent balances of state funds with a CSB that exhibits a persistent pattern of providing lower levels of services while generating significant balances of unspent state funds, and the Department may take actions authorized by State Board Policy 6005 to address this situation. Finally, the Department may establish other requirements in collaboration with CSBs for the identification, use, reporting, or redistribution of unexpended balances of state funds.

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Appendix D: User Acceptance Testing Process

1. User acceptance testing (UAT) is testing used to validate an application against the business requirements. It also provides the opportunity for the end user/client to determine if the application is acceptable or not. UAT is the last step in ensuring that the application is performing as expected and to minimize any future undue costs caused by unexpected errors and decreased data veracity.
2. By the time an application has reached the UAT process, the code is expected to work as determined in the business requirements. Unpredictability is one of the least desirable outcomes of using any application. Several factors make UAT necessary for any software development or modification project, especially for complex applications like CCS 3 or the Waiver Management System (WaMS) that interface with many IT vendor-supplied data files and are used by many different end users in different ways.
3. In the UAT process, end users test the business functionality of the application to determine if it can support day-to-day business practices and user case scenarios. The Community Service Boards (CSB) and Department of Behavioral Health and Developmental Services (DBHDS) will use the following UAT process for major new releases and/or upgrades of CCS 3, WaMS, or other applications that involve the addition of new data elements or reporting requirements or other functions that would require significant work by CSB IT staff and vendors.
4. Major changes in complex systems such as CCS or WaMS shall occur only once per year at the start of the fiscal year and in accordance with the testing process below. Critical and unexpected changes may occur outside of this annual process for business applications, under those circumstances DBHDS will follow the established UAT process to implement them. Smaller applications follow the process below at the discretion of the DBHDS and the VACSB DMC. (Virginia Community Service Board Data Management Committee).
5. Minor releases of CCS 3 or other applications will utilize shorter processes that will require a modification to the established UAT process. Minor releases can be described as small modifications of the application and that does not involve collecting new data elements. For example, bug fixes or correcting vendor or CSB names or adding values in existing look up tables may start at D-35.

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Department and CSB User Acceptance Testing Process	
Time Frame	Action
D Day	Date data must be received by the Department (e.g., 8/31 for CCS 3 monthly submissions and 7/1 for WaMS).
D - 15	The Department issues the final version of the new release to CSBs for their use.
D - 20	UAT is completed and application release is completed.
D - 35	UAT CSBs receive the beta version of the new release and UAT begins.
D - 50	CSBs begin collecting new data elements that will be in the new release. Not all releases will involve new data elements, so for some releases, this date would not be applicable.
D - 140	The Department issues the final revised specifications that will apply to the new release. The revised specifications will be accompanied by agreed upon requirements specifications outlining all of the other changes in the new release. CSBs use the revised specifications to modify internal business practices and work with their IT vendors to modify their EHRs and extracts.
Unknown	The time prior to D-150 in which the Department and CSBs develop and negotiate the proposed application changes. The time needed for this step is unknown and will vary for each new release depending on the content of the release.

**Time Frame is based on calendar days*

Department and CSB User Acceptance Testing Process	
Time Frame	Action
Variable	The time prior to D-150 in which DBHDS and CSBs develop and negotiate the proposed application changes. The time needed for this step is unknown and will vary for each new release depending on the content of the release
D - 140	The Department issues the final revised specifications that will apply to the new release. The revised specifications will be accompanied by agreed upon requirements specifications outlining all changes in the new release.
D - 50	CSBs begin collecting new data elements that will be in the new release. Not all releases will involve new data elements, so for some releases, this date would not be applicable.
D - 35	UAT testers (DBHDS & CSB representatives) receive the beta version of the new release and UAT begins.
D - 20	UAT is completed. Test outcomes are validated and identified errors are mitigated. The application release is completed.
D - 15	The Department issues the final version of the new release to CSBs for their use.
D Day	Initial date data must be received by the Department (e.g., 8/31 for CCS 3 monthly submissions and 7/1 for WaMS).

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Appendix E: INTENTIONALLY LEFT BLANK FOR FUTURE USE

ACTION - 6

Approval of and Authorization to Execute a Standard Project Agreement with the Northern Virginia Transportation Authority for the Implementation of the Rock Hill Road Bridge/Davis Drive Extension-Dulles Toll Road Overpass (Dranesville District)

ISSUE:

Board of Supervisors' authorization for the Director of the Fairfax County Department of Transportation (FCDOT) to execute a Standard Project Agreement (SPA) with the Northern Virginia Transportation Authority (NVTA), to secure FY 2018-2023 Six Year Program (SYP) funding for the implementation of Rock Hill Road Bridge/Davis Drive Extension-Dulles Toll Road Overpass (Project).

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve a resolution, substantially in the form of Attachment 1, authorizing the Director of FCDOT to execute the SPA with NVTA, substantially in the form of Attachment 2, for \$20.6 million in funding to support the Rock Hill Road Bridge/Davis Drive project.

TIMING:

The Board of Supervisors should act on this item on August 2, 2022, so that NVTA can begin to release program funding for the continued implementation of the Project.

BACKGROUND:

To facilitate the implementation of the regionally funded projects, NVTA and jurisdictional staff developed an SPA to govern the terms and conditions associated with the funding that NVTA approves for these regional projects. The SPA is based on requirements of HB 2313, but the SPA also includes practical provisions associated with the implementation of the law and standard contract language. A specific project agreement must be executed for each project approved by NVTA.

The SPA provides that the County will:

- Perform work in accordance with all applicable federal, state, and local laws and regulations, the SPA and the Project Description Sheet;

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- Perform or have performed all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisition as required by the SPA and necessary to complete the project;
- Update project cash flow requirements periodically;
- Provide requests for payment consistent with the approved cash flow for a project on standard requisition forms;
- Notify NVTA's Executive Director of any additional project costs resulting from unanticipated circumstances. NVTA will decide whether to fund these additional costs, but only in accordance with NVTA's project selection process;
- Release or return any unexpended funds to NVTA no later than 90 days following final payment to contractors;
- Certify that any matching funds required for the project have been secured;
- Reimburse NVTA (with interest) for any funds misapplied or not used in accordance with the statutes governing NVTA's revenues;
- Certify that the County will use the project for its intended purpose for the duration of its useful life or reimburse NVTA for the residual value of the asset based on its depreciated value;
- Acknowledge that NVTA will not be responsible for operating or maintaining the project upon completion;
- Obtain all necessary permits or permissions necessary for constructing and/or operating the project;
- Comply with all applicable federal and state funding requirements, if such other sources are used to fund the project;
- Certify that it has adhered to all applicable laws and regulations, as well as the requirements of the agreement.

The SPA provides that NVTA will:

- Provide funding for the project on a reimbursement basis, as outlined in the project agreement, project budget and cash flow as originally or subsequently approved;
- Assign a project coordinator to monitor the project to ensure compliance with the agreement and review payment requisitions;
- Make project payments within 20 days, if the payment requisition is sufficient;
- Notify the County of reasons a payment requisition is declined;
- Consider additional payment requests recommended by the Executive Director and the Finance Committee;
- Conduct periodic reviews of the project to ensure that it remains in compliance with the agreed-upon project scope;
- Advise the County in writing of any misused or misapplied funding and make recommendations to NVTA's Finance Committee, if the issue(s) is not resolved, and withhold additional funding for the project until final resolution of the matter.

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- Secure reimbursement from the County (with interest) of any misused or misapplied funding;
- Make guidelines available to assist with complying with the terms of the agreement.

Project Background

Rock Hill Road Bridge/ Davis Drive Extension

The Rock Hill Road Bridge/Davis Drive Extension-Dulles Toll Road Overpass will be a new connection between Fairfax County and Loudoun County over the Dulles Toll Road (DTR). The new bridge will connect Sunrise Valley Drive over the DTR to Innovation Avenue in Loudoun County. The new connection will be located just west of the Innovation Center Metrorail Station. The project will include a new four-lane road and bridge with bike lanes, and sidewalks on both sides. The proposed roadway will provide an additional crossing of the Dulles Corridor and provide direct connections within the Innovation Center Transit Station Area. The project will provide additional capacity across the Dulles Corridor, reduce congestion and delay on Route 28 and Centreville Road, and improve accessibility and mobility to and within the area surrounding the Innovation Center Metrorail Station

The Virginia Department of Transportation (VDOT) is completing a study to determine the feasibility of the project. The purpose of the study is to develop the preliminary engineering/conceptual design of the preferred alignment, determine the cross section features as well as preliminary intersection configurations, identify potential stormwater detention basin locations, study bridge type, size, and location, assess Preliminary Environmental Inventory, and develop project cost estimates and timeline. The feasibility study report is expected to be completed in early Fall 2022.

On December 5, 2017, the Board approved staff's recommended project submissions for NVTA consideration for the FY 2018-2023 SYP. On June 14, 2018, NVTA approved its FY 2018-2023 SYP, which included \$20.6 million in regional funding for the Project. As part of the Board's Transportation Priorities Plan approval on December 3, 2019, approximately \$20.6 million was included to partially fund the Project. Execution of the SPA at this time will provide funding to allow the project to continue into the design phase once the feasibility study is completed.

FISCAL IMPACT:

The current total project cost of the Rock Hill Road Bridge/Davis Drive Extension is \$195.88 million. The project is partially funded in the amount of \$20.6 million with NVTA regional funds for the FY 2018-2023 project. Over the next several years, staff will pursue full funding for the project through a variety of funding sources. The County will

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most likely not be the direct recipient of the \$20.6 in NVTA monies, but rather VDOT will directly receive the funding for the project.

ENCLOSED DOCUMENTS:

Attachment 1: Resolution to Execute Standard Project Agreement with the Northern Virginia Transportation Authority

Attachment 2: Standard Project Agreement and Related Appendices, with the Northern Virginia Transportation Authority for the Rock Hill Road Bridge/Davis Drive Extension

STAFF:

Rachel Flynn, Deputy County Executive

Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)

Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT

Noelle Dominguez, Chief, Coordination Section, FCDOT

Ray Johnson, Chief, Funding Section, FCDOT

Smitha Chellappa, Senior Transportation Planner, Funding Section, FCDOT

ASSIGNED COUNSEL:

Richard Dzubin, Assistant County Attorney

Fairfax County Board of Supervisors Resolution

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, August 2, 2022, at which a quorum was present and voting, the following Resolution was adopted:

AGREEMENT EXECUTION RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, a Standard Project Agreement (SPA) with the Northern Virginia Transportation Authority (NVTA) for the following project:

- Rock Hill Road Bridge/Davis Drive Extension (NVTA SPA ID 2018-017-0); TransAction ID 19 (Davis Drive Extension and Dulles Toll Road: Rock Hill Overpass) - \$20,604,670

Adopted this 2nd day of August 2022, Fairfax, Virginia

ATTEST _____
Jill G. Cooper
Clerk to the Board of Supervisors

**Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and**

(Recipient Entity)

Project Name: _____

NVTA Project Number: _____

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this _____ day of _____, 20__, as between the Northern Virginia Transportation Authority ("NVTA") and _____ ("Recipient Entity").

WITNESSETH

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 25 of Title 33.2 of the Code of Virginia, as amended;

WHEREAS, Section 33.2-2500(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 33.2-2509 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 33.2-2510;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 33.2-2510 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement ("the Project") satisfies the requirements of Virginia Code Section 33.2-2510;

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTA Fund and/or from NVTA Bond Proceeds, is located within a locality embraced by NVTA's geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTA;

WHEREAS, _____ formally requested that NVTA provide funding to the Project by timely submitting an application for NVTA funding in response to NVTA's call for projects;

WHEREAS, NVTA has reviewed _____'s application for funding and has approved _____'s administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by _____, NVTA has determined that the Project complies with all requirements of the NVTA Act related to the use of moneys identified in Virginia Code Sections 33.2-2510(A),(C)1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTA described in Appendix B have been duly authorized and directed by _____ to finance the Project;

WHEREAS, NVTA agrees that _____ will design and/or construct the Project or perform such other specific work for the Project and _____ agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the _____'s administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTA's governing body and _____'s governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity's clerk's minutes which are appended hereto as Appendix E;.

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

_____ shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A), (C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTAs funds specified on Appendix B to pay any Project cost if the NVTAs Act does not permit such Project cost to be paid with NVTAs funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTAs will provide funding for such multiple phases (as set forth on Appendix B), NVTAs may not provide funding to _____ to advance the Project to the next phase until the current phase is completed. In any circumstance where _____ seeks to advance a Project to the next phase using NVTAs funds, _____ shall submit a written request to NVTAs's Chief Executive Officer ("CEO") explaining the need for NVTAs's funding of an advanced phase. NVTAs's CEO will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTAs's current and projected cash flow position and make a recommendation to NVTAs whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit _____ from providing its own funds to

advance a future phase of the Project and from requesting reimbursement from NVTA for having advance funded a future phase of the Project. However, _____ further recognizes that NVTA's reimbursement to _____ for having advance funded a Project phase will be dependent upon NVTA's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTA's CEO will periodically update NVTA's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. _____ shall provide all information required by NVTA so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.
7. Provide to NVTA requests for payment consistent with Appendix B and the most recently approved NVTA cash flow estimates that include NVTA's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTA and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement. If approved by NVTA, _____ can expect to receive payment within twenty (20) days upon receipt by NVTA. Approved payments may be made by means of electronic transfer of funds from NVTA to or for the account of _____.
8. Promptly notify NVTA's CEO of any additional project costs resulting from unanticipated circumstances and provide to NVTA detailed estimates of additional costs associated with those circumstances. _____ understands that it will be within NVTA's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTA will do so only in accordance with NVTA's approved Project Selection Process and upon formal action and approval by NVTA. _____ shall timely provide to NVTA a

complete and accurate update to Appendix B, if NVTA approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTA no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTA Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to _____'s Project: a) Prior to any NVTA funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTA member localities; b) any such funds released by NVTA for such project will be in addition to the funds that the NVTA member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTA until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTA.
11. Should _____ be required to provide matching funds in order to proceed or complete the funding necessary for the Project, _____ shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by _____s governing body or have been obtained through another, independent funding source;
12. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern _____ and provide copies of any such financial records to NVTA, free of charge, upon request.

13. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern _____; and provide to NVTA copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTA for all NVTA funds (with interest earned at the rate earned by NVTA) that _____ misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code (“the NVTA Act”) Chapter 766 of the 2013 Virginia Acts of Assembly (“Chapter 766”), or any term or condition of this Agreement.
15. Name NVTA and its Bond Trustee or require that all _____’s contractors name NVTA or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of _____ for the Project and present NVTA with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTA that _____ may use NVTA funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTA’s in-house legal counsel) in connection with the work performed under this Agreement _____ so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTA, that upon final payment to all contractors for the Project, _____ will use the Project for its intended purposes for the duration of the Project’s useful life. Under no circumstances will NVTA be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern _____.

19. Acknowledge that if the Project is being funded in whole or in part by NVTA Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if _____ expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that _____ agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that _____ is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if _____ is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTA funds and/or NVTA Bond Proceeds that _____ will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTA will not be a party or signatory to that Agreement; nor will NVTA have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTA no later than 90 days after final payment to the contractors that _____ adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

- I. Provide to _____ the funding authorized by NVTA for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in

Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTa.

2. Assign a Program Coordinator for the Project. NVTa's Program Coordinator will be responsible for monitoring the Project on behalf of NVTa so as to ensure compliance with this Agreement and all NVTa's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTa's CEO and its Chief Financial Officer ("CFO") , all payment requisitions submitted by _____ for the Project. NVTa's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTa's assigned Program Coordinator all _____'s payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTa for the Project. After submission to NVTa, NVTa's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTa's Program Coordinator will then make a recommendation to the NVTa's CFO and CEO whether to authorize payment, refuse payment, or seek additional information from _____. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTa's Program Coordinator will notify _____ in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTa have been corrected. Under no circumstances will NVTa authorize payment for any work performed by or on behalf of _____ that is not in conformity with the requirements of the NVTa Act, Chapter 766, or this Agreement.

4. Route all _____'s supplemental requests for funding from NVTA under Paragraphs A.5 and A.8 of this Agreement to NVTA's CEO. NVTA's CEO will initially review those requests and all supporting documentation with NVTA's CFO. After such initial review, NVTA's CEO will make a recommendation to NVTA's Finance Committee for its independent consideration and review. NVTA's Finance Committee will thereafter make a recommendation on any such request to NVTA for final determination by NVTA.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTA Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of _____'s financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTA's review of any payment requisition or of any NVTA compliance review, NVTA staff determines that _____ has misused or misapplied any NVTA funds in derogation of this Agreement or in contravention of the NVTA Act, Chapter 766 or applicable law, NVTA staff will promptly advise NVTA's CEO and will advise _____'s designated representative in writing. _____ will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review _____'s response and make a recommendation to NVTA's Finance Committee. NVTA's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTA. Pending final resolution of the matter, NVTA will withhold further funding on the Project. If NVTA makes a final determination that _____ has misused or misapplied funds in contravention of this Agreement, the NVTA Act, Chapter 766, or other applicable law, NVTA will cease further funding for the Project and will seek reimbursement from _____ of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by _____. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to _____ to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTA funds to be provided and allocated to the Project and the amounts of any NVTA funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. _____ may terminate this Agreement, for cause, in the event of a material breach by NVTA of this Agreement. If so terminated, NVTA shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by _____ to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTA as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTA fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTA. Before initiating any proceedings to terminate under this Paragraph, _____ shall give NVTA sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTA an opportunity to investigate and cure any such alleged breach.
3. NVTA may terminate this Agreement, for cause, resulting from _____'s material breach of this Agreement. If so terminated, _____ shall refund to NVTA all funds NVTA provided to _____ for the Project (including interest earned at the rate earned by NVTA). NVTA will provide _____ with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, _____ may

request that NVTA excuse _____ from refunding all funds NVTA provided to _____ for the Project based upon _____'s substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse _____ from refunding all or a portion of the funds NVTA provided to _____ for the Project. No such request to be excused from refunding will be allowed where _____ has either misused or misapplied NVTA funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, _____ will release or return to NVTA all unexpended NVTA funds with interest earned at the rate earned by NVTA no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTA's CEO and _____'s Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTA and to _____'s governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTA's Financial Interest in Project Assets _____

agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTA under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTA shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTA under this

Agreement. In the event that _____ fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, _____ shall refund to NVTA with interest at the rate earned by NVTA the amount attributable to NVTA's proportionate financial interest in the value of said Project Asset. If _____ refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from _____ by pursuit of any remedies available to NVTA, including but not limited to NVTA's withholding of commensurate amounts from future distributions of NVTA funds to _____.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all funding provided by NVTA pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTA Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTA Fund are subject to appropriation by the General Assembly and (ii) NVTA's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTA Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

- 1) to: NVTA, to the attention of its CEO;
3040 Williams Drive, Suite 200
Fairfax, VA 22031

- 2) to _____, to the attention of _____

_____ (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

_____ represents that it is not acting as a partner or agent of NVTa; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Authority

By: _____

Date: _____

_____ (Name of Recipient Entity)

By: _____

Date: _____

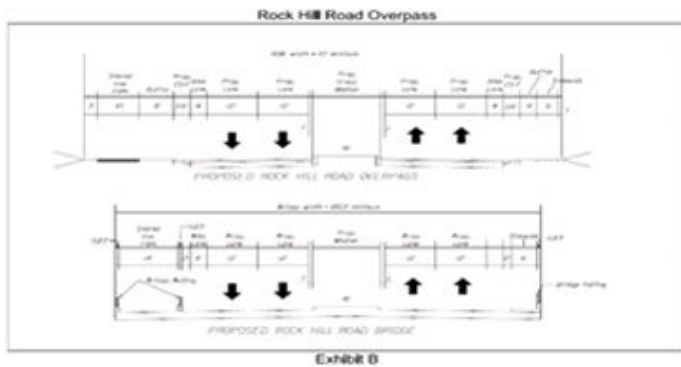


Rock Hill Road Bridge

Davis Drive Extension and Dulles Toll Road: Rock Hill Overpass

Project Description

The Rock Hill Road Bridge will be a new connection between Fairfax County and Loudoun County over the Dulles Toll Road. The new bridge will connect Sunrise Valley Drive over Dulles Toll Road to Innovation Avenue in Loudoun County. The new connection would be located just west of the Innovation Center Metrorail Station. The project will include a new four-lane divided road and bridge with curb and gutter, eleven-foot lanes, eight-foot raised grass median, six-foot bike lanes, and five-foot sidewalk on both sides. The proposed roadway would provide an additional crossing Dulles Corridor in the area, and provide direct connections within the Innovation Center Transit Station Area. The project would provide additional capacity across the Dulles Corridor, reduce congestion and delay on Route 28 and Centreville Avenue, and improve accessibility and mobility to and within the area surrounding the Innovation Center Metrorail Station.



Reference Number: 2018-017-0

TransAction ID: 19

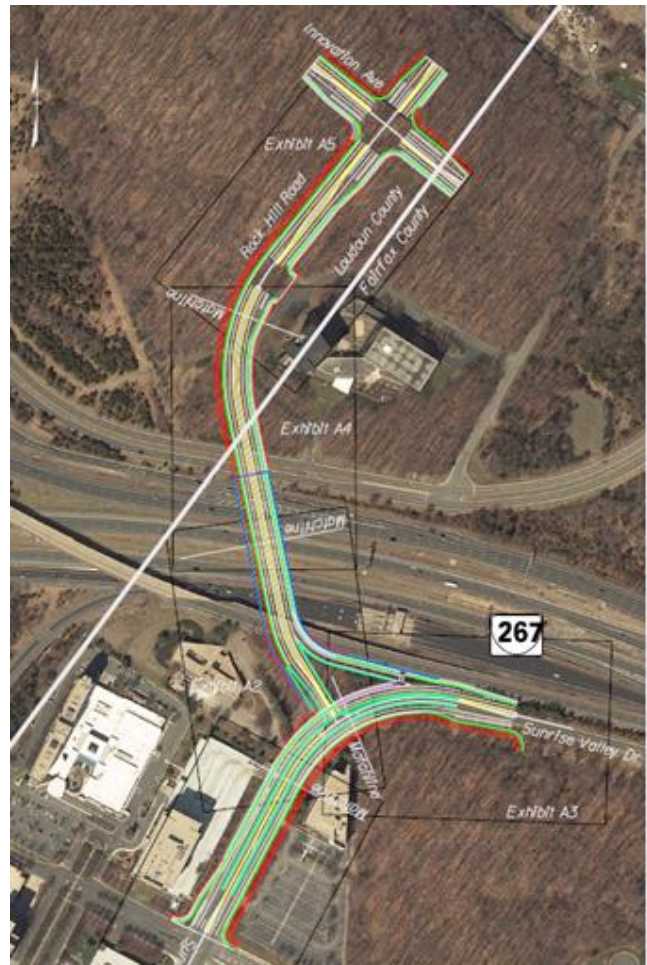
Submitting Jurisdiction/Agency: Fairfax County

Location: Sunrise Valley Drive in Fairfax over Dulles Toll Road to Innovation Avenue in Loudoun County

Requested NVTA Funds: \$100,000,000

Total Cost to Complete Project: \$100,000,000

Project Location



Project Milestones

	Before FY2018	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	After FY2023
Design, Engineering, Environmental Work				X	X	X	X	X
Right of Way Acquisition						X	X	
Construction								X

Project Funding

	Requested NVTA Funds	Other Funding Sources	Total Cost by Phase
Design, Engineering, Environmental Work	\$10,000,000		\$10,000,000
Right of Way Acquisition	\$24,000,000		\$24,000,000
Construction	\$66,000,000		\$66,000,000
TOTAL:	\$100,000,000		\$100,000,000

Project Analysis Highlights

Congestion Reduction Relative to Cost Ratio (Total Cost in \$1000's):	67.25
Congestion Reduction Relative to Cost Ratio Rank (Total Cost in \$1000's):	15
TransAction Project Rating:	75.22
TransAction Project Rating Rank:	7

Note: The project analysis above was completed by NVTA staff using data and information from the project application and analyses of the region's transportation network.

Regional Impacts

- Improve connectivity
- Improve access to jobs
- Reduce congestion on parallel facilities (Route 28 and Centerville Rd)
- Improve travel time reliability and system resiliency

Note: The regional impacts listed above are a summary of what was submitted in the project application NVTA staff received from the jurisdiction or agency that has applied for funding.

Appendix A – Narrative Description of Project (Attach Project Description Form)

NVTA Project Title: Rock Hill Road Bridge

NVTA SPA Number: 2018-017-0 Internal NVTA Project Number (leave blank): _____

Recipient Entity: Fairfax County

Project Manager Name: Negin Askarzadeh

Phone: (703) 877-5773 email: Negin.Askarzadeh@fairfaxcounty.gov

Table A-1 Project Scope/Schedule Changes

Fill any Differences from the Approved NVTA Project Description Form Attached or Previously Submitted Appendix A. Describe and provide rationale for changes in scope and/or schedule.

A study on the project is being undertaken by VDOT, and the projected schedule has been updated and as coordination between project partners continues. Project originally had the PE beginning in FY 2020, with ROW in FY 2022 and Construction in FY 2024; the updated schedule provides PE beginning in FY 2023; ROW in FY 2026; and Construction in FY 2027. Total project cost and cost per phase have also been adjusted to account for updated cost projections, to account for the new schedule and inflation. PE has been updated to \$25.3 million; ROW has been updated to \$44.2 million and Construction has been updated to \$126.4 million.

Table A-2 Project Milestone by Phase Changes

Fill any Differences from the Approved NVTA Project Description Form Attached or Previously Submitted Appendix B. Provide Date of Revision. Any update to Appendix A, Table A-2 requires an update to Appendix B reflecting the changes.

	Project description form		Rev. 1: 08/02/2022		Rev. 2: MM/DD/YYYY	
	Start Date	End Date	Start Date	End Date	Start Date	End Date
Study						
Preliminary Engineering	FY20	FY24	FY23	FY26		
Right of Way	FY22	FY23	FY26	FY28		
Construction	FY24	FY25/26	FY27	FY30		
Capital Asset Acquisition						
Other						

	Rev. 3: MM/DD/YYYY		Rev. 4: MM/DD/YYYY		Rev. 5: MM/DD/YYYY	
	Start Date	End Date	Start Date	End Date	Start Date	End Date
Study						
Preliminary Engineering						
Right of Way						
Construction						
Capital Asset Acquisition						
Other						

RECIPIENT ENTITY

NVTA

Submitted by (Person authorized in the resolution or Transportation Director):

Accepted by:

Signature: _____

Name: Tom Biesiadny

Title: Director

Date: _____

APPENDIX B-PROJECT BUDGET & REIMBURSEMENT CASH FLOW SCHEDULE

NVT SPA Number: 2018-017-0
 NVT Project Title: Rock Hill Road Bridge
 Date Prepared: 8/2/2022
 Project Sponsor: Fairfax County
 Contact Name & Email: Negin Askarzadeh Negin.Askarzadeh@fairfaxcounty.gov

NOTE 1:

Use this box when updating Appendix B for existing projects:

Revision Number	Date of Revision	Revision Number	Date of Revision
Original		4	
1		5	
2			
3			

Any update to Appendix B, Table B-2 and B-3 require an update to Appendix A Table A-2 reflecting the changes

Column A Column B Column C Column D Column E Column F Column G Column H Column I

TABLE B-1 PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	Approved NVT Project Funds	Amount of Project Sponsor Funds	Amount of Other Sources of Funds	List of Other Sources of Funds (For each cost category include all other funding sources; list each source of funds on a separate line for each cost category)
Study	\$ -	\$ -	\$ -		
Preliminary Engineering	\$ 25,275,202	\$ 19,604,670			
Preliminary Engineering				\$ 5,670,532	Future sources may include funding from federal, state, regional, private, and local sources from both Fairfax and Loudoun Counties.
Right-of-Way Acquisition	\$ 44,231,604	\$ 500,000		\$ -	
Right-of-Way Acquisition				\$ 43,731,604	Future sources may include funding from federal, state, regional, private, and local sources from both Fairfax and Loudoun Counties.
Construction	\$ 126,376,011	\$ 500,000		\$ -	
Construction				\$ 125,876,011	Future sources may include funding from federal, state, regional, private, and local sources from both Fairfax and Loudoun Counties.
Capital Asset Acquisitions		\$ -			
Other		\$ -			
Total Estimated Cost	\$ 195,882,817	\$ 20,604,670	\$ -	\$ 175,278,147	

TABLE B-2 PROJECT REIMBURSEMENT CASH FLOW PER FISCAL YEAR AND COST CATEGORY FOR NVT FUNDS ONLY

Project Cost Category	NVT Previously Reimbursed	Total FY2023 Project Funds	Total FY2024 Project Funds	Total FY2025 Project Funds	Total FY2026 Project Funds	Total FY2027 Project Funds	FY2028 & Future Project Funds	Cumulative Est Cost Crosscheck
Study								
Preliminary Engineering		\$ 1,000,000	\$ 3,000,000	\$ 7,802,335	\$ 7,802,335			
Right-of-Way Acquisition					\$ 250,000	\$ 250,000		
Construction						\$ 250,000	\$ 250,000	
Capital Asset Acquisitions								
Other								
Total Estimated Cost	\$ -	\$ 1,000,000	\$ 3,000,000	\$ 7,802,335	\$ 8,052,335	\$ 500,000	\$ 250,000	\$ 20,604,670

Table B-2 Cumulative Estimated Cost- Column I MUST Match Table B-1 Column C - Total Estimated Cost Approved NVT Project Funds

TABLE B-3 QUARTERLY PROJECT REIMBURSEMENT CASH FLOW FOR NVT FUNDS ONLY

Quarter	NVT Previously Reimbursed	Total FY2023 Cash Flow	Total FY2024 Cash Flow	Total FY2025 Cash Flow	Total FY2026 Cash Flow	Total FY2027 Cash Flow	FY2028 & Future Cash Flow	Cumulative Est Cost Crosscheck
September			\$ 750,000	\$ 1,950,584	\$ 2,013,084	\$ 125,000	\$ 62,500	
December			\$ 750,000	\$ 1,950,584	\$ 2,013,084	\$ 125,000	\$ 62,500	
March		\$ 500,000	\$ 750,000	\$ 1,950,584	\$ 2,013,084	\$ 125,000	\$ 62,500	
June		\$ 500,000	\$ 750,000	\$ 1,950,584	\$ 2,013,084	\$ 125,000	\$ 62,500	
Total Estimated Cost	\$ -	\$ 1,000,000	\$ 3,000,000	\$ 7,802,335	\$ 8,052,335	\$ 500,000	\$ 250,000	\$ 20,604,670

TABLE B-3 Total Estimated Cost per Fiscal Year MUST Match Table B-2 Total Estimated Cost per Fiscal Year

Variance \$ -

This Appendix B form is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Project Sponsor (Person Authorized to sign SPA
/ Director of Transportation)

Northern Virginia Transportation
Authority

Northern Virginia Transportation
Authority

Signature

Director

Title

Signature

NVT Chief Executive Officer

Signature

NVT Chief Financial Officer

Date

Tom Biesiadny

Please Print name of person signing

Date

Date

APPENDIX D-Tax Covenants

TAX COVENANTS (For Bond Funded Projects Only)

The Recipient Entity will not permit more than five percent of the total amount of NVTA Bond Proceeds or the Financed Property to be used directly or indirectly (i) for a Private Business Use or (ii) to make or finance loans to Nongovernmental Persons. Any transaction that is generally characterized as a loan for federal income tax purposes is a "loan" for purposes of this paragraph. In addition, a loan may arise from the direct lending of NVTA Bond Proceeds or may arise from transactions in which indirect benefits that are the economic equivalent of a loan are conveyed, including any contractual arrangement which in substance transfers tax ownership and/or significant burdens and benefits of ownership.

The Recipient Entity agrees not to requisition or spend NVTA Bond Proceeds for any Project Cost not constituting a Capital Expenditure.

Except as may be described in Appendix B, the Recipient Entity neither has on the date of this Agreement nor expects to have after this date any funds that are restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, for the purposes for which the Recipient Entity is receiving NVTA Bond Proceeds.

The Recipient Entity acknowledges that it may have to provide detailed information about the investment of the amount of any requisition unless (i) payments are remitted directly by NVTA to the contractors/vendors or (ii) the Recipient Entity remits payment to the contractors/vendors within five banking days after the date on which NVTA advances the amount of the requisition. NVTA may request the detailed information in order to compute the rebate liability to the U.S. Treasury on NVTA's bonds or other debt financing pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

"Capital Expenditure" means any cost of a type that is properly chargeable to capital account (or would be so chargeable with (or but for) a proper election or the application of the definition of "placed in service" under Treas. Reg. § 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

"Federal Government" means the government of the United States and its agencies or instrumentalities.

"Financed Property" means the property financed by the NVTA Bond Proceeds.

"General Public Use" means use of Financed Property by a Nongovernmental Person as a member of the general public. Use of Financed Property by a Nongovernmental Person in a Trade or Business is treated as General Public Use only if the Financed Property is intended to be available and in fact is reasonably available for use on the same basis by natural persons not

engaged in a Trade or Business. Use under arrangements that convey priority rights or other preferential benefits is not use on the same basis as the general public.

"Governmental Person" means any Person that is a state or local governmental unit within the meaning of Section 141 of the Code (or any instrumentality thereof).

"NVTB Bond Proceeds" means, as used herein, the sale proceeds of any NVTB bonds or other debt instrument and the investment earnings on such proceeds, collectively.

"Nongovernmental Person" mean any Person other than a Governmental Person. For the purposes hereof, the Federal Government is a Nongovernmental Person.

"Person" means any natural person, firm, joint venture, association, partnership, business trust, corporation, limited liability company, corporation or partnership or any other entity (including the Federal Government and a Governmental Person).

"Private Business Use" means a use of the NVTB Bond Proceeds directly or indirectly in a Trade or Business carried on by a Nongovernmental Person other than General Public Use. For all purposes hereof, a Private Business Use of any Financed Property is treated as a Private Business Use of NVTB Bond Proceeds. Both actual and beneficial use by a Nongovernmental Person may be treated as Private Business Use under Section 141 of the Code. In most cases, however, Private Business Use results from a Nongovernmental Person having special legal entitlements to use the Financed Property under an arrangement with the Recipient Entity. Examples of the types of special legal entitlements resulting in Private Business Use of Proceeds include (i) ownership for federal tax purposes of Financed Property by a Nongovernmental Person and (ii) actual or beneficial use of Financed Property by a Nongovernmental Person pursuant to a lease, a Service Contract, an incentive payment contract or certain other arrangements such as a take-or-pay or other output-type contract. Private Business Use of the Financed Property may also be established on the basis of a special economic benefit to one or more Nongovernmental Persons even if such Nongovernmental Persons do not have a special legal entitlement to the use of the Financed Property. Any arrangement that is properly characterized as a lease for federal income tax purposes is treated as a lease for purposes of the Private Business Use analysis. An arrangement that is referred to as a management or Service Contract may nevertheless be treated as a lease, and in determining whether a management or service contract is properly characterized as a lease, it is necessary to consider all of the facts and circumstances, including (i) the degree of control over the property that is exercised by a Nongovernmental Person, and (ii) whether a Nongovernmental Person bears risk of loss of the Financed Property. Private Business Use of Financed Property that is not available for General Public Use may also be established on the basis of a special economic benefit to one or more Nongovernmental Persons even if such Nongovernmental Persons do not have a special legal entitlement to the use of the Financed Property. In determining whether special economic benefit gives rise to Private Business Use, it is necessary to consider all of the facts and circumstances, including one or more of the following factors: (i) whether the Financed Property is functionally related or physically proximate to property used in the Trade or Business of a Nongovernmental Person, (ii) whether only a small number of Nongovernmental Persons receive the economic benefit, and

(iii) whether the cost of the Financed Property is treated as depreciable by the Nongovernmental Person.

"Service Contract" means a contract under which a Nongovernmental Person will provide services involving all, a portion or any function of any Financed Property. For example, a Service Contract includes a contract for the provision of management services for all or any portion of Financed Property. Contracts for services that are solely incidental to the primary governmental function or functions of Financed Property (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not included in this definition. Additional contracts not included in this definition are (i) a contract to provide for services by a Nongovernmental Person in compliance with Revenue Procedure 97-13, 1997-1 C.B. 632, as modified by Revenue Procedure 2001-39, I.R.B. 2001-28, (ii) a contract to provide for services by a Nongovernmental Person if the only compensation is the reimbursement of the Nongovernmental Person for actual and direct expenses paid by the Nongovernmental Person to unrelated parties and (iii) a contract to provide for the operations by a Nongovernmental Person of a facility or system of facilities that consists predominately of public utility property (within the meaning of Section 168(i)(10) of the Code), if the only compensation is the reimbursement of actual and direct expenses of the Nongovernmental Person and reasonable administrative overhead expenses of the Nongovernmental Person.

"Trade or Business" has the meaning set forth in Section 141(b)(6)(B) of the Code, and includes, with respect to any Nongovernmental Person other than a natural person, any activity carried on by such Nongovernmental Person. "Trade or Business" for a natural person means any activity carried on by such natural person that constitutes a "trade or business" within the meaning of Section 162 of the Code.

RECIPIENT ENTITY

By: _____
Name: _____
Title: _____
Date: _____

Appendix E -Authorization of designee(s)

Attach this page to the recipient governing body's authorization for their respective designee(s) to execute the Standard Project Agreement and Tax Covenant (if applicable) on their behalf(s) as evinced by entity's clerk's minutes.

Submission of the original signed or certified copy of the governing body's authorization is required

Revised: 2/17/2016

Board Action Item
August 2, 2022

ACTION - 7

Approval of Fairfax Connector's October 1, 2022, Service Changes (Braddock, Dranesville, Hunter Mill, Lee, Mount Vernon, Providence, and Springfield Districts)

ISSUE:

Board of Supervisors' approval of Fairfax Connector's October 1, 2022, service changes, and Route 599 fare reduction.

RECOMMENDATION:

The County Executive recommends the Board approve Fairfax Connector's October 1, 2022, service change and fare proposals outlined below.

TIMING:

Board approval is requested on August 2, 2022, to allow for implementation on October 1, 2022.

BACKGROUND:

Staff proposes Fairfax Connector service changes for implementation on October 1, 2022, based on changes in ridership due to the COVID-19 pandemic, as well as minor service and fare changes based on an operational review, to improve the customer experience and increase ridership through improved connectivity, on-time performance, service reliability, and effectiveness. Staff conducted a detail analysis of all transit routes in Fairfax County to determine those service adjustments with the least negative impact to the community. This included examining ridership, connectivity, population and employment within ¼ mile of each route, and Title VI protected populations. The proposed service changes are described below.

PROPOSED MINOR SERVICE CHANGES SUMMARY:

Route 334: Newington Circulator

Due to significant impacts on ridership from the COVID-19 pandemic, staff recommends a service reduction for Route 334. The route currently operates weekday service from 5:00 A.M. to 10:00 P.M. on a 30-minute frequency. The adjustment will reduce service to weekday peak periods and a mid-day round trip. The current ridership is approximately ten percent of the 2019 ridership. The reduction in operational hours will

still provide service to the majority of the passengers. A route map and route profile are included in Attachment II.

- The buses will operate with 30-minute frequency during weekday peak periods. Weekday service will also include a mid-day round trip.
- The estimated adjustment in total annual revenue hours is 2,300.

Routes 350, 351, 352, and 353: TAGS

To improve operations and public communication for the existing Routes 350 and 351, which link the Franconia-Springfield Metrorail Station to the Transportation Security Administration (TSA) and the Springfield Hilton, staff recommends splitting Route 350 into the 350, 352 and 353. Route 350 will serve the Franconia-Springfield Metrorail Station, Springfield Hilton, and Springfield Town Center. The TSA and Northern Virginia Community College Medical Campus will be served by Route 351 during peak periods and Route 352 during off-peak periods. Route 353 will serve Metro Park. Overall, the proposed service change will provide more direct service to the passengers. Route maps and route profiles are included in Attachment II.

- These new routes will maintain the existing Route 350 level of service.
- There will be no change in the total annual revenue hours.
- There will be no change in the total annual operating cost.
- No additional vehicles will be needed.

Route 495: Burke Centre – Tysons

Staff recommends a service adjustment for Route 495 due to significant impacts on ridership from the COVID-19 pandemic and since the current ridership is approximately 60 percent of the 2019 ridership. The route currently operates weekday service from 5:35 A.M. to 7:49 P.M. on an approximate 30-minute frequency during peak periods and a 90-minute frequency during off-peak periods. The change will adjust service to peak periods and a mid-day round trip, and truncate the route on the north end between Tysons Corners and Tysons West Park. Service between these two points will still be provided by Routes 424, 432, and 494. The adjusted operating hours will still provide service to the majority of the passengers. A route map and route profile are included in Attachment II.

- The buses will operate with 35-minute frequency during weekday peak periods, and a mid-day round trip.
- The estimated adjustment in total annual revenue hours is 3,500.

Route 599: Pentagon – Crystal City Express

In an effort to increase ridership on Route 599 and reduce congestion along I-66 inside the Beltway, staff applied for and was awarded a fare reduction grant from the Northern Virginia Transportation Commission (NVTC) Commuter Choice funding. The total NVTC grant is \$154,500 and includes \$40,000 for marketing and promotion. The grant covers the Route 599 fare reduction from \$7.50 to \$4.25, which matches the current fare for the

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other Fairfax Connector express services in the County. The fare reduction is estimated to start by the end of Calendar Year 2022 and will continue as long as the NVTC grant funding is available. This reduction will be in addition to the Transit Ridership Incentive Program (TRIP) program that reduces fare for low-income households by 50 percent.

- Route 599 will maintain the existing level of service.
- There will be no change in the total annual revenue hours.
- There will be no change in the total annual operating cost.
- NVTC funding will be used to subsidize fare box revenue.

Route 722: McLean to Langley

To improve service operations of Route 722, staff recommends a minor schedule adjustment to increase bus layover time at key times points. This will not impact the route's operations, frequency, or overall travel time for passengers. A route map and route profile are included in Attachment II.

- Route 722 will maintain the existing level of service.
- There will be no change in the total annual revenue hours.
- There will be no change in the total annual operating cost.

Public Involvement

To inform the public of the October 1, 2022, service changes and receive feedback from passengers, staff posted detailed information on the Fairfax Connector website and social media accounts, conducted an online survey, distributed flyers on all buses, hosted a virtual public meeting to directly engage the public, and reviewed and responded to public comments and questions. The public comments were incorporated into the proposal, where feasible. A total of 36 individuals responded to the online survey, and 80 percent of the survey responses were positive comments. Staff also received 15 written responses collected through the online survey, email, and mail. A summary of the public feedback and responses is provided in Attachment III.

TITLE VI:

The service changes, proposed for implementation on October 1, 2022, were reviewed as mandated by the Federal Transit Administration (FTA) in *Circular C4702.1B: Title VI Requirements and Guidelines for Federal Transit Administration Recipients*. The service reductions did meet the threshold for major service change. However, the analysis showed the proposed service changes will not create a negative disparate impact (DI) for communities of color or a disproportionate burden (DB) on low-income households, with the exception of the Route 599 fare reduction. A disproportionate number of non-communities of color and non-low-income households use Route 599, resulting in a greater benefit for these populations due to the fare reduction. However, the DI/DB identified with Route 599 will be mitigated due to the subsidies provided by the aforementioned TRIP program. The Title VI analysis is provided in Attachment IV.

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EQUITY IMPACT:

The service changes, proposed for implementation on October 1, 2022, will decrease transit service but maintain access to communities of color and low-income households.

Staff conducted a federally required Title VI analysis designed to ensure that no person, based on race, color, or national origin, is excluded from participation in, denied the U.S. benefits of, or otherwise subjected to discrimination under any program that the DOT financially assists and to determine if any service change will have a negative impact on communities of color and/or low-income households, as defined by the County's Title VI Program, as approved by the Board of Supervisors in 2020. This analysis was done by examining the level of service (including span of service, frequency, and days of operation) for communities of color and low-income households before and after the proposed service changes. Based on the analysis, transit access for the routes affected by this proposed service change will be maintained for approximately 99,100 individuals in communities of color and 11,100 low-income households. As a result, the proposed service changes will not create a negative impact on communities of color or low-income households.

A post implementation analysis will include conducting an onboard survey to obtain socio-economic information on the Fairfax Connector riders. This information along with daily ridership and U.S. census data will be used to assess and monitor the service changes. Staff may recommend refinements to these bus routes after implementation.

FISCAL IMPACT:

The operational cost of the October 1, 2022, service changes are included in the County's FY 2023 Adopted Budget Plan in Fund 40000, County Transit Systems. The cost of the fare reduction for Route 599 will be funded using approved NVTC FY 2021-2022 Commuter Choice grant funds in the amount of \$154,500. Staff has requested appropriation of these funds into Fund 40000 at the *FY 2022 Carryover Review*. There will be no additional budget impact to the General Fund for these service changes.

ENCLOSED DOCUMENTS:

Attachment I – News Release
Attachment II – Route Profiles
Attachment III – Public Comments Summary
Attachment IV – Service Equity (Title VI) Analysis

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STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Dwayne Pelfrey, Chief, Transit Services Division, FCDOT
Michael Felschow, Chief, Planning Section, Transit Services Division, FCDOT
Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT
Ray Johnson, Chief, Funding Section, Coordination and Funding Division, FCDOT
Brent Riddle, Coordination and Funding Division, FCDOT

ASSIGNED COUNSEL:

Joanna Faust, Assistant County Attorney



NEWS RELEASE

Attachment I

Fairfax County Seeks Input from Residents on Fairfax Connector October 2022 Service Changes

For Immediate Release

April 14, 2022

[Fairfax County Department of Transportation \(FCDOT\)](#) will hold a virtual community input meeting on **Wednesday, April 20, 2022 at 7 p.m.** on Fairfax Connector proposed service changes for **October 2022**. The public is encouraged to attend the meeting to learn more about the proposed changes, ask questions and provide comments at the meeting. Please provide feedback on the proposed changes via an online survey, email, mail and by phone through **May 6, 2022**.

- [Join the online meeting](#); A recording of this meeting will be posted Friday, April 22, 2022
- Join the meeting **by phone at: 571-429-5982; Access Code: 976713255#**
- Take the online survey ([English](#));([Español](#)) –
 - **Survey opens Wed. April 20 -May 6, 2022**

Highlights of Proposed Service and Fare Changes

Proposed Service Changes

Route 334: Newington Circulator

Due to budget constraints, the proposed change is a service reduction for Route 334.

- **Currently:** Operates weekday service from 5:00 a.m. - 10:00 p.m. every 30 minutes
- **Proposed Change:** Reduces service to weekday rush hour service and a mid-day trip

Routes 350, 351, 352, and 353: TAGS

To improve efficiency on existing Routes 350 and 351, which link the Franconia Metrorail Station to the Transportation Security Administration (TSA) and Springfield Town Center, the proposed change would split Route 350 into 350, 352 and 353. These routes will maintain the existing Route 350 level of service.

- **Route 350** - Franconia Springfield Metrorail Station
 - **Currently:** Serves Franconia-Springfield Metro to Springfield Town Center
 - **Proposed Change:** Two additional new routes -- 352 and 353 -- from splitting Route 350
- **Route 351** - TSA, NOVA Medical Campus
 - **Currently:** Serves TSA and Northern Virginia Community College Medical Campus during rush hour periods
 - **Proposed Change:** **Maintains current level of service with expanded** service outside of rush hour
- **Route 352 (new route)** - Non-rush hour and midday service between Franconia-Springfield Metrorail Station and Springfield Town Center
- **Route 353 (new route)** - Serves Metro Park

Route 495: Reduces Service

Proposed changes include a service reduction for Route 495. Service between Tysons Corners and Tysons West Park will still be provided by **Routes 424, 432, and 494.**

- **Currently:** Operates weekday service from 5:35 a.m. - 7:49 p.m. every 35 minutes during rush hour and every 90 minutes during non-rush hour.
- **Proposed Change:** Reduces service to rush hour, a mid-day trip and shortens route on the north end between Tysons Corners and Tysons West Park.

Route 722: Chain Bridge - McLean - Langley

- **Proposed Change:** To improve service operations of Route 722, a minor schedule adjustment.

Proposed Fare Changes

Route 599: Fare Reduction

In an effort to increase ridership on Route 599 and reduce congestion along I-66 inside the Beltway, county staff applied for and was awarded a fare reduction grant from the Northern Virginia Transportation Commission (NVTC) Commuter Choice funding. The total NVTC grant is \$154,500. The grant covers the Route 599 fare reduction from \$7.50 to \$4.25, which is the current fare for the other Fairfax Connector express services in the County. The fare reduction is estimated to start by the end of 2022 and will continue as long as the NVTC grant funding is available. This reduction will be in addition to the TRIP program that reduces fare for low-income households by 50 percent.

- **Current fare:** \$7.50
- **Proposed Change:** \$4.25
- **Proposed Start:** Fall 2022

FREE transfers to/from WMATA Metrorail to/from Fairfax Connector buses

- **Proposed Change:** Permanent adoption of temporary fare changes, to match WMATA's fare changes.

Provide Feedback By Taking an Online Survey

Public comments will be accepted until May 6, 2022

- Take the online survey ([English](#)); ([Español](#))
- Mail your written comments: October 2022 Service Change c/o FCDOT Planning, 4050 Legato Road #400 Fairfax, VA 22033-2895
- E-mail fairfaxconnector@fairfaxcounty.gov
- Call 703-339-7200, TTY 703-339-1608

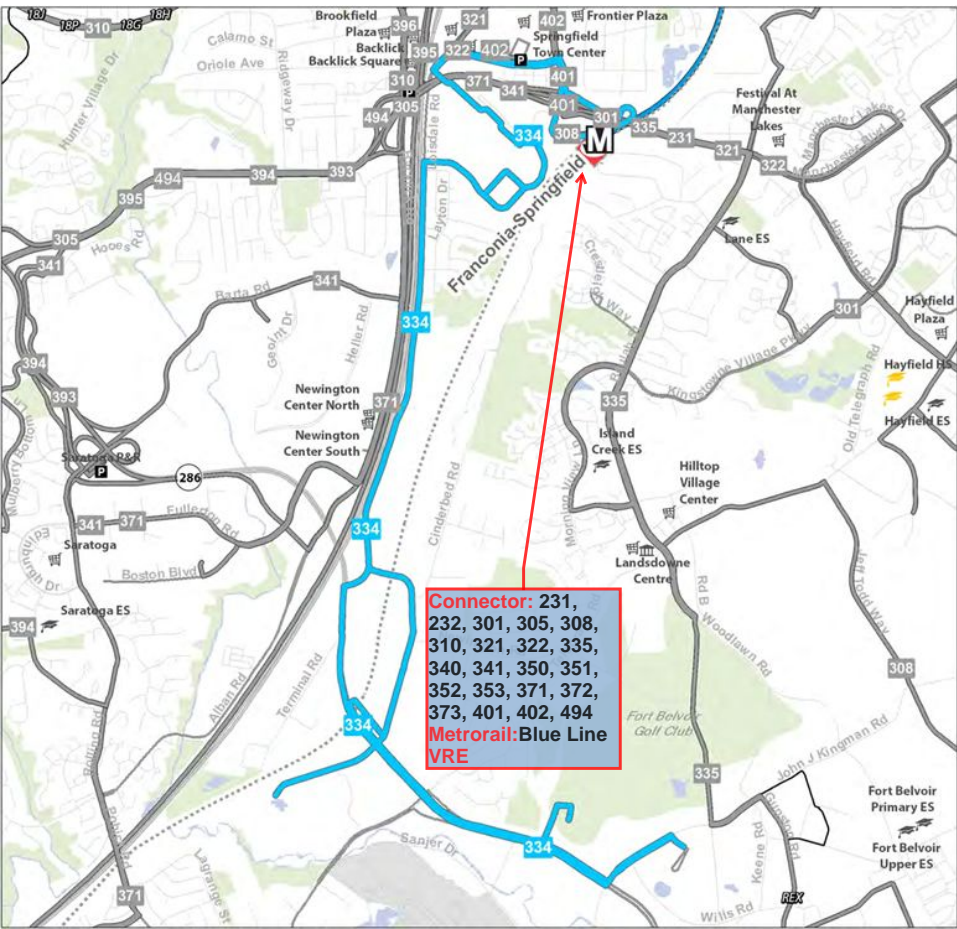
Stay Informed and Engaged with Fairfax Connector

- To receive notifications for your bus route, sign up for [BusTracker email or text alerts](#)
- Visit www.fairfaxconnector.com
- Call 703-339-7200, TTY 703-339-1608 (Mon.-Fri., 5 a.m.-10 p.m.; Sat.-Sun., 7 a.m.- 9 p.m.)
- Email us at Fairfaxconnector@fairfaxcounty.gov
- Follow Fairfax Connector on [Twitter](#) or [Facebook](#)

###

Route Profiles

ROUTE 334: NEWINGTON CIRCULATOR



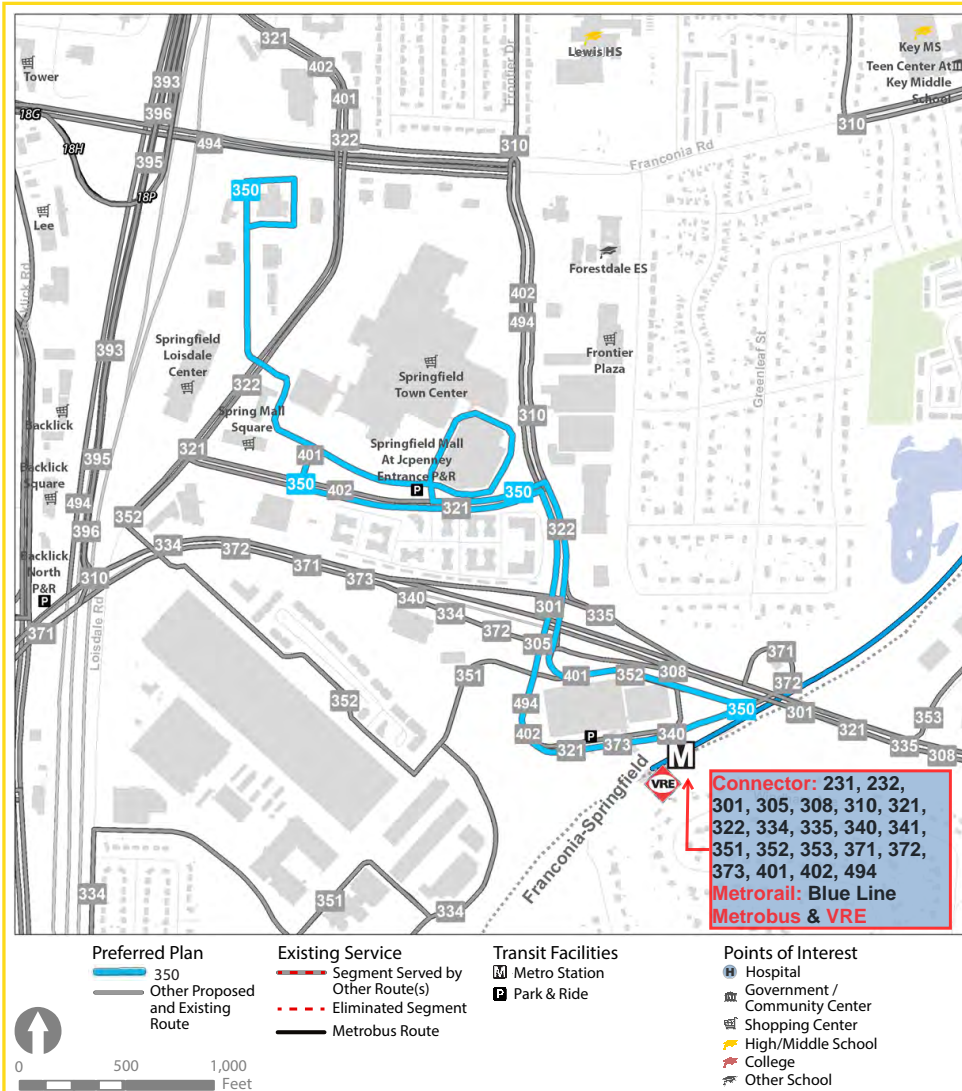
Connector: 231,
232, 301, 305, 308,
310, 321, 322, 335,
340, 341, 350, 351,
352, 353, 371, 372,
373, 401, 402, 494
Metrorail: Blue Line
VRE

OVERVIEW	CLASS	Local
	DIRECTIONS	Northbound/Southbound
	VIA	Loisdale Rd, Newington Rd, Fairfax County Pkwy/Rt 286, NVCC Medical Education Campus, Gateway 95 Business Park, Defense Logistics Agency, National Museum of the US Army
	TRANSFERS AVAILABLE	Connector: 171, 231, 232, 301, 305, 308, 310, 321, 322, 335, 340, 341, 350, 351, 352, 353, 371, 372, 373, 401, 402, 494; Metrorail: Blue Line, VRE
	PROPOSED CHANGE(S)	Reduce service to morning and evening rush hours only, plus one midday round trip

LEVEL OF SERVICE			WEEKDAY		SATURDAY	SUNDAY
	PROPOSED ROUTE 334	SERVICE HOURS	5:03 AM - 9:52 AM 11:30 AM -12:22 PM 3:00 PM - 7:52 PM		No Service	No Service
		FREQUENCY	RUSH	30 mins	No Service	No Service
			NON-RUSH	Limited Service		

FACILITIES SERVED WITHIN A QUARTER MILE							
	0	HIGH/MIDDLE SCHOOLS		0	TRANSIT CENTERS		1 COLLEGES
	1	METRO RAIL STATIONS		3	ACTIVITY CENTERS		0 HOSPITALS
							3 PARK & RIDE LOTS
							0 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 350 (Springfield Circulator): FRONTIER DR. - HILTON SPRINGFIELD - FRANCONIA SPRINGFIELD METRORAIL STATION



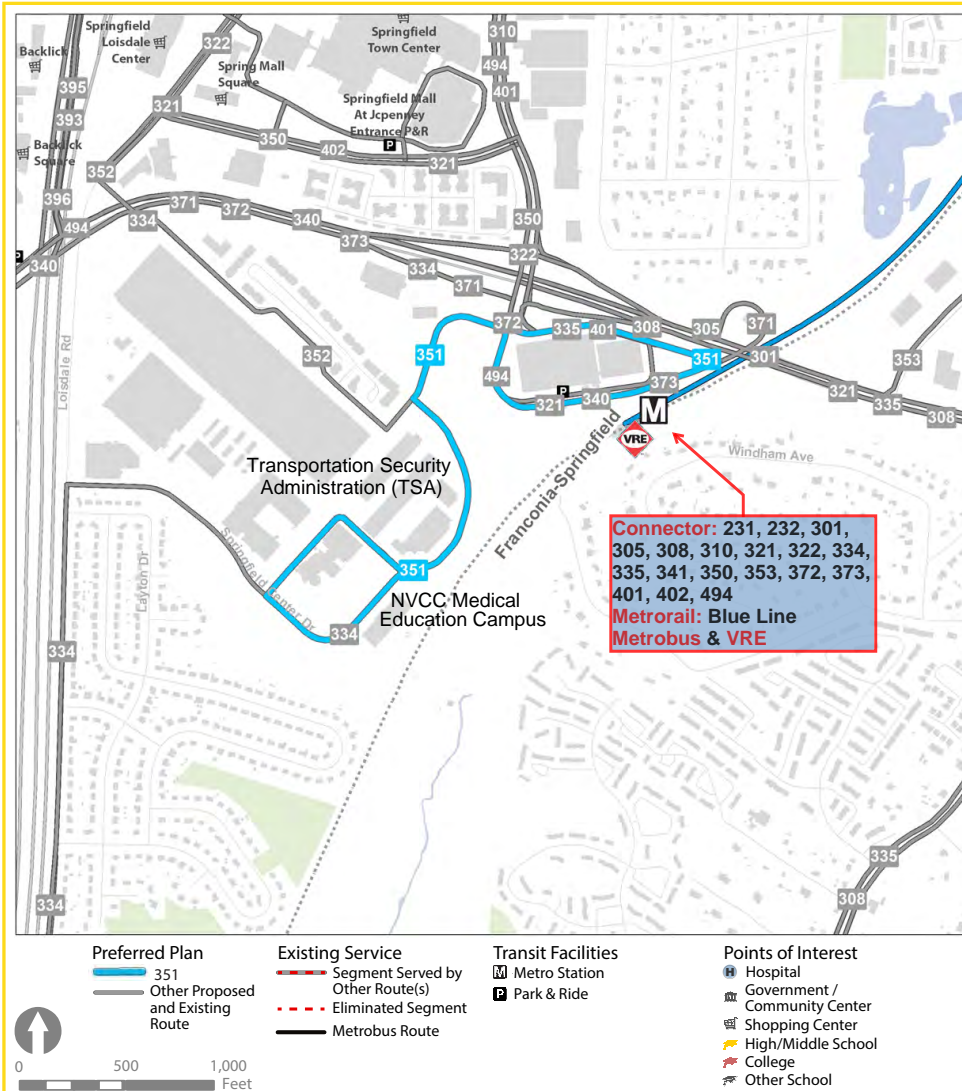
OVERVIEW	CLASS	Circulator
	DIRECTIONS	Loop
	VIA	Frontier Dr, Spring Mall Dr and Loisdale Ct
	TRANSFERS AVAILABLE	Connector: 231, 232, 301, 305, 308, 310, 321, 322, 334, 335, 340, 341, 351, 352, 353, 371, 372, 373, 401, 402, 494; Metro: Blue Line; VRE
	PROPOSED CHANGE(S)	Route will continue to serve Franconia-Springfield Metrorail to Springfield Town Center

LEVEL OF SERVICE	PROPOSED ROUTE 350		WEEKDAY		SATURDAY	SUNDAY
		SERVICE HOURS	6:13 AM - 7:37 PM		No Service	No Service
		FREQUENCY	RUSH	15 mins	No Service	No Service
			NON-RUSH	15 - 20 mins		

FACILITIES SERVED WITHIN A QUARTER MILE

0 HIGH/MIDDLE SCHOOLS	0 TRANSIT CENTERS	1 COLLEGES	2 PARK & RIDE LOTS
1 METRORAIL STATIONS	1 ACTIVITY CENTERS	0 HOSPITALS	0 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 351: TSA - NVCC MEDICAL COLLEGE - FRANCONIA SPRINGFIELD METRORAIL STATION



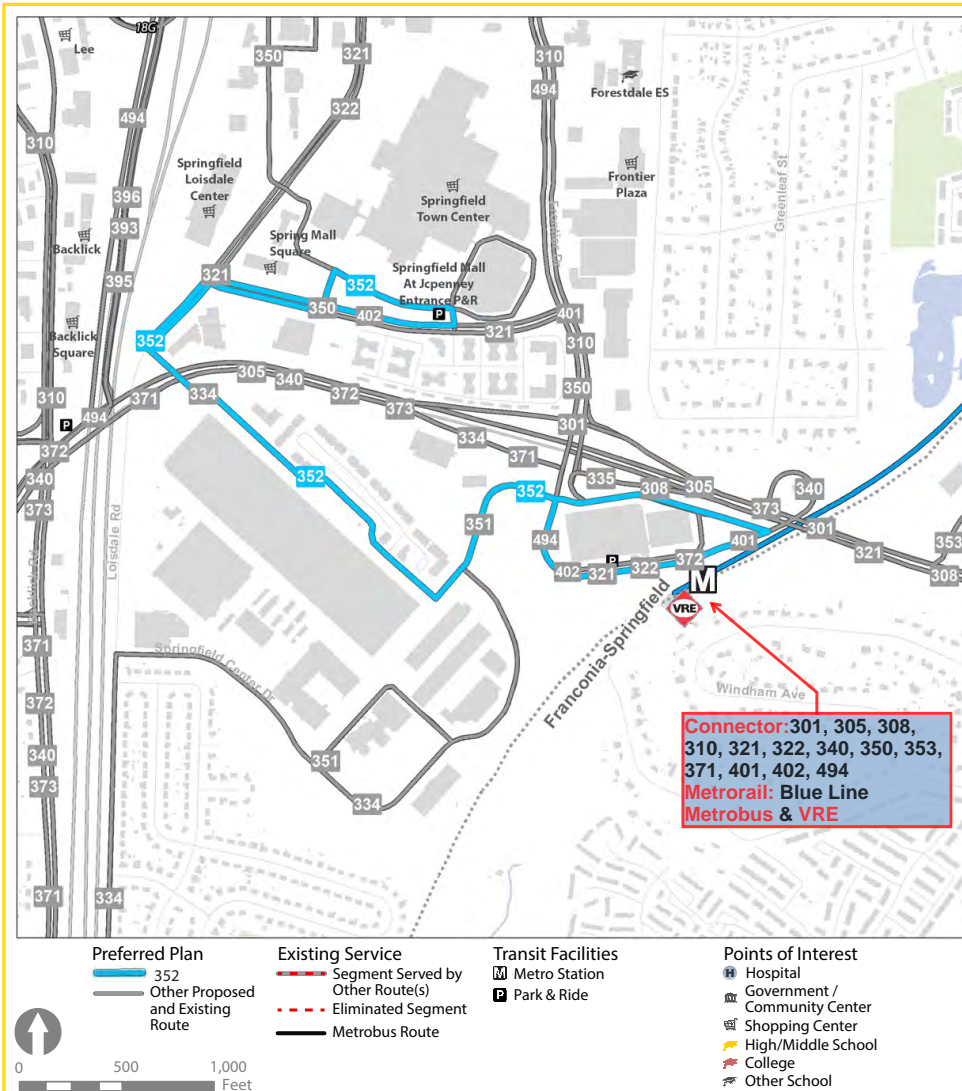
OVERVIEW	CLASS	Circulator
	DIRECTIONS	Loop
	VIA	Metro Access Rd and Springfield Center Dr
	TRANSFERS AVAILABLE	Connector: 231, 232, 301, 305, 308, 310, 321, 322, 334, 335, 341, 350, 353, 372, 373, 401, 402, 494; Metrorail: Blue Line; VRE
	PROPOSED CHANGE(S)	Maintains current service between Franconia-Springfield Metrorail and Transportation Security Administration (TSA), with additional hour of service in the morning and afternoon

LEVEL OF SERVICE	PROPOSED ROUTE 351	WEEKDAY		SATURDAY	SUNDAY
		SERVICE HOURS		No Service	No Service
		FREQUENCY		No Service	No Service
		RUSH	15 - 20 mins		
		NON-RUSH	No Service		

FACILITIES SERVED WITHIN A QUARTER MILE

0 HIGH/MIDDLE SCHOOLS	0 TRANSIT CENTERS	1 COLLEGES	1 PARK & RIDE LOTS
1 METRORAIL STATIONS	2 ACTIVITY CENTERS	0 HOSPITALS	0 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 352: TSA - SPRINGFIELD TOWN CTR. - FRANCONIA SPRINGFIELD METRORAIL STATION



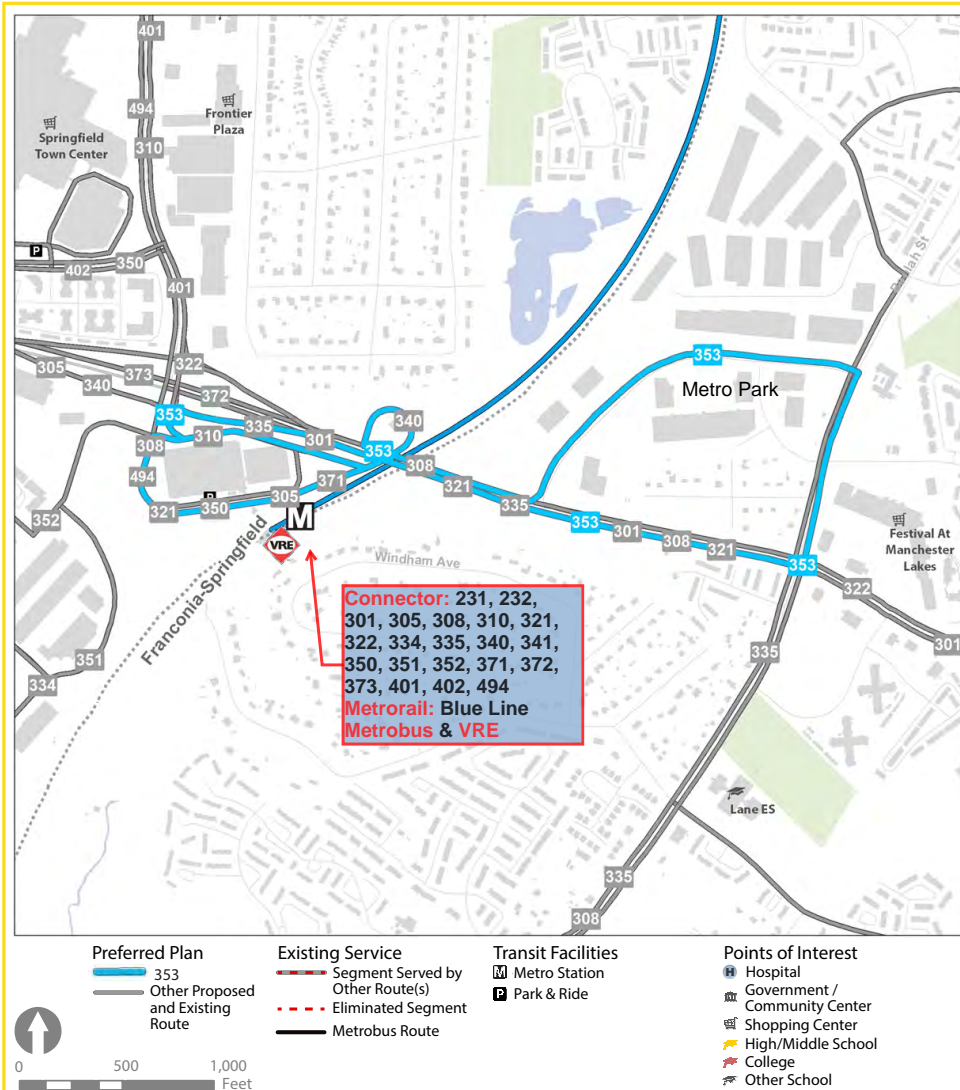
OVERVIEW	CLASS	Circulator
	DIRECTIONS	Loop
	VIA	Metro Access Rd, Joseph Alexander Rd, Metropolitan Center Dr, Loisdale Rd and Spring Mall Rd
	TRANSFERS AVAILABLE	Connector: 301, 305, 308, 310, 321, 322, 340, 350, 353, 371, 401, 402, 494; Metrorail: Blue Line; VRE
	PROPOSED CHANGE(S)	New route which would be a split from existing Route 350. Would provide off-peak (non-rush hour/midday) service between Franconia-Springfield Metrorail and Springfield Town Center

LEVEL OF SERVICE	PROPOSED ROUTE 352	WEEKDAY		SATURDAY	SUNDAY
		SERVICE HOURS		No Service	No Service
		FREQUENCY	RUSH	No Service	No Service
			NON-RUSH	15 - 20 mins	

FACILITIES SERVED WITHIN A QUARTER MILE

0 HIGH/MIDDLE SCHOOLS	0 TRANSIT CENTERS	1 COLLEGES	2 PARK & RIDE LOTS
1 METRORAIL STATIONS	1 ACTIVITY CENTERS	0 HOSPITALS	0 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 353: FRANCONIA SPRINGFIELD METRORAIL STATION - METRO PARK



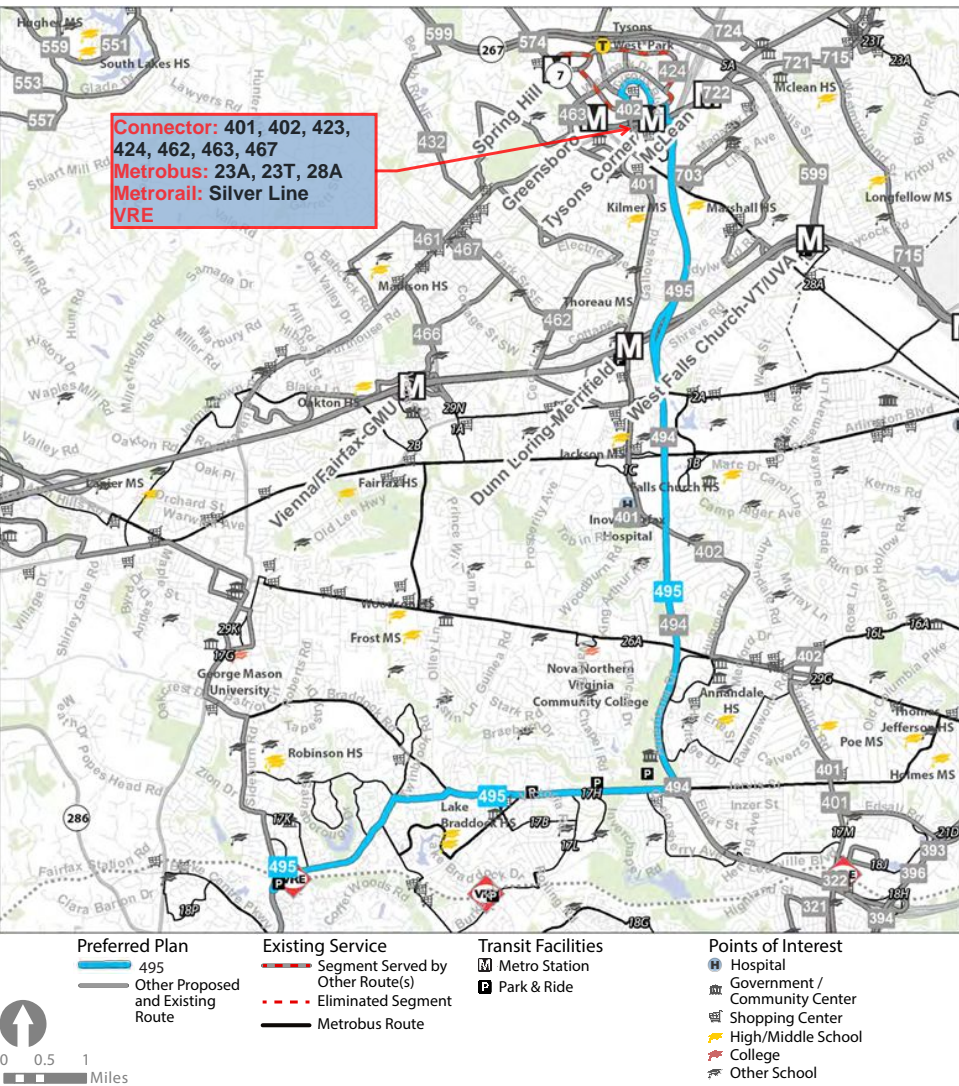
OVERVIEW	CLASS	Circulator
	DIRECTIONS	Loop
	VIA	Franconia-Springfield Pkwy, Beulah St, Walker Ln
	TRANSFERS AVAILABLE	Connector: 231, 232, 301, 305, 308, 310, 321, 322, 334, 335, 340, 341, 350, 351, 352, 371, 372, 373, 401, 402, 494; Metro: Blue Line; VRE
	PROPOSED CHANGE(S)	New route which would be a split from existing Route 350, and it will provide service between Franconia-Springfield Metrorail and Metro Park

LEVEL OF SERVICE	PROPOSED ROUTE 353		WEEKDAY		SATURDAY	SUNDAY
		SERVICE HOURS	6:02 AM - 7:12 PM		No Service	No Service
		FREQUENCY	RUSH	15 mins	No Service	No Service
			NON-RUSH	15 - 20 mins		

FACILITIES SERVED WITHIN A QUARTER MILE

0 HIGH/MIDDLE SCHOOLS	0 TRANSIT CENTERS	0 COLLEGES	1 PARK & RIDE LOTS
1 METRORAIL STATIONS	1 ACTIVITY CENTERS	0 HOSPITALS	0 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 495:
BURKE CENTRE VRE STATION TO TYSONS GALLERIA SHOPPING CENTER



OVERVIEW	CLASS	Express
	DIRECTIONS	Northbound/Southbound
	VIA	I-495/Capital Beltway, Braddock Rd, Guinea Rd
	TRANSFERS AVAILABLE	Connector: 401, 402, 423, 424, 462, 463, 467, 494; Metrobus: 23A, 23T, 28A, and 17A,B,F,G,H,K,L,M along Braddock Rd Metrorail: Silver Line; VRE
	PROPOSED CHANGE(S)	Reduce service to morning and evening rush hours only, plus one midday round trip

LEVEL OF SERVICE	PROPOSED ROUTE 495	WEEKDAY		SATURDAY	SUNDAY
		SERVICE HOURS		No Service	No Service
		6:10 AM - 9:04 AM 12:30 PM - 1:34 PM 3:45 PM - 7:12 PM			
	FREQUENCY	RUSH	35 mins	No Service	No Service
		NON-RUSH	Limited Service		

FACILITIES SERVED WITHIN A QUARTER MILE

0 HIGH/MIDDLE SCHOOLS

0 TRANSIT CENTERS

0 COLLEGES

4 PARK & RIDE LOTS

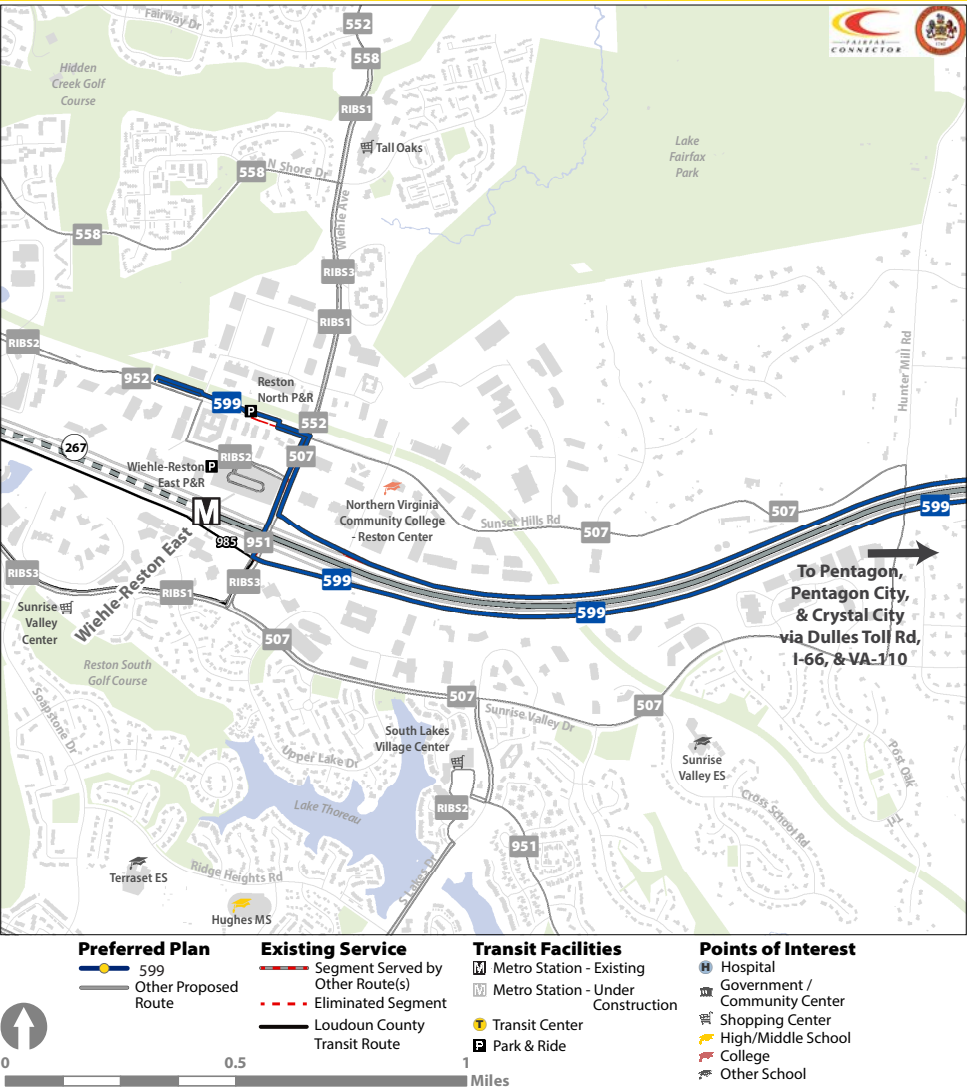
1 METRO RAIL STATIONS

1 ACTIVITY CENTERS

0 HOSPITALS

0 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 599: RESTON NORTH PARK & RIDE TO PENTAGON / CRYSTAL CITY



OVERVIEW	CLASS	Cross County
	DIRECTIONS	Eastbound/Westbound
	VIA	Dulles Toll Road, I-66
	TRANSFERS AVAILABLE	Connector: 507, 552, 557, 558, 951, 952, RIBS 1, RIBS 2, RIBS 3; Metrorail: Silver/Blue/Yellow Line; and other connections available at Pentagon Transit Center
	IMPROVEMENT(S)	Fare Reduction

LEVEL OF SERVICE			WEEKDAY		SATURDAY	SUNDAY
	PROPOSED ROUTE 599	SERVICE HOURS	5:35AM - 8:00AM 3:20PM - 5:50PM		No Service	No Service
		FREQUENCY	RUSH	25 mins	No Service	No Service
			NON-RUSH	No Service		

FACILITIES SERVED WITHIN A QUARTER MILE

0

HIGH/MIDDLE SCHOOLS

0

TRANSIT CENTERS

0

COLLEGES

2

PARK & RIDE LOTS

4

METRO RAIL STATIONS

4

ACTIVITY CENTERS

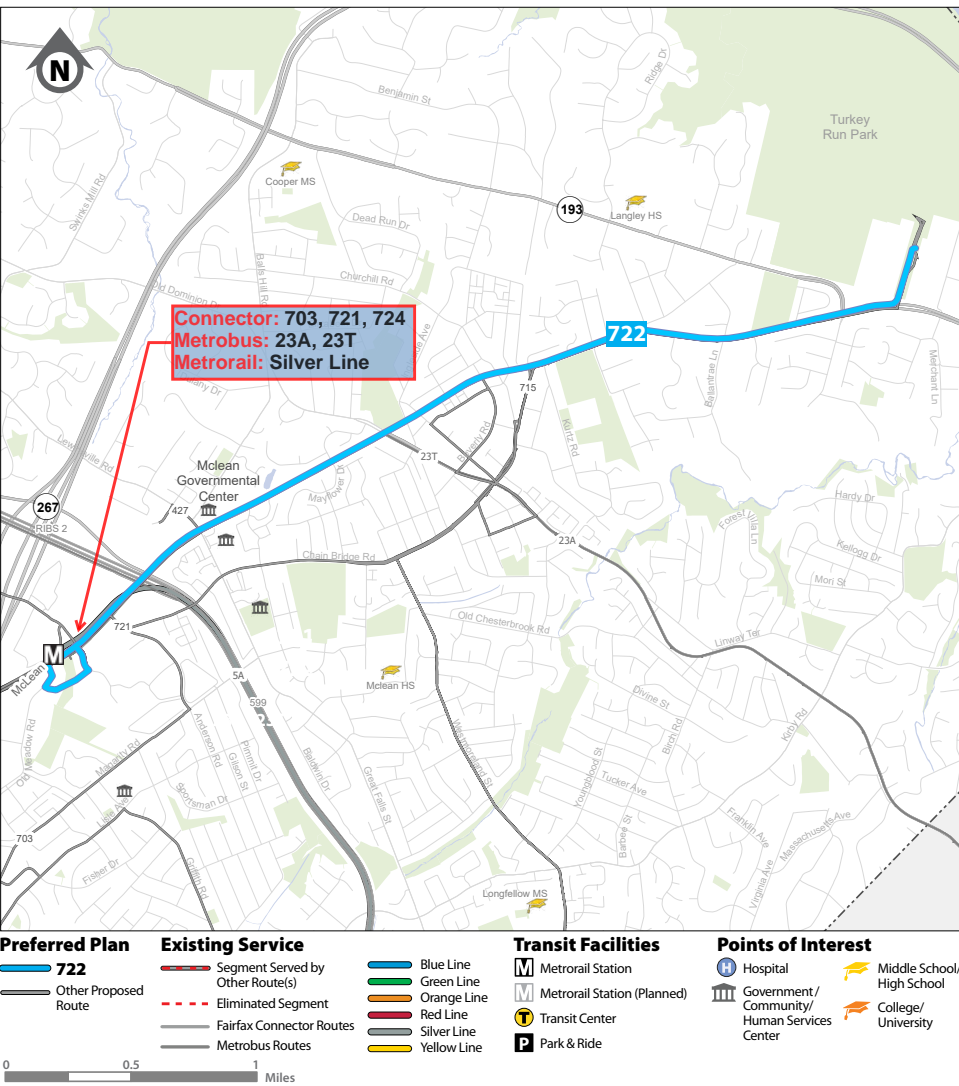
0

HOSPITALS

0

COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 722: McLEAN-LANGLEY



OVERVIEW	CLASS	Express
	DIRECTIONS	Eastbound/Westbound
	VIA	Dolley Madison Blvd/Route 123
	TRANSFERS AVAILABLE	Connector: 703, 715, 721, 724; Metrorail: Silver Line; Metrobus: 23A, 23T
	IMPROVEMENT(S)	Adjustment of run times (time between bus stops)

LEVEL OF SERVICE			WEEKDAY		SATURDAY	SUNDAY
	PROPOSED ROUTE 722	SERVICE HOURS	6:05 AM - 9:17 AM 3:00 PM - 7:12 PM		No Service	No Service
		FREQUENCY	RUSH	15 mins	No Service	No Service
			NON-RUSH	No Service		

0

HIGH/MIDDLE SCHOOLS

1

METRAIL STATIONS

0

TRANSIT CENTERS

3

ACTIVITY CENTERS

0

COLLEGES

0

HOSPITALS

0

PARK & RIDE LOTS

2

GOVERNMENT/COMMUNITY / HUMAN SERVICES CENTERS

Public Comment Summary

The following is a public comment summary regarding the October 1, 2022, service change proposal, for which draft schedules and route profile sheets were provided online. The public comments were derived from the online survey, email, and mail. A total of 36 individuals responded to the online survey, with approximately 80 percent of the responses being positive comments. The 15 written responses shown below were collected by survey, email, and mail.

Online Survey

Route(s)	Comment	Summary Response
334	Please provide weekend service.	Weekend service will be evaluated as part of the Transit Strategic Plan, which is under development at this time. The implementation of weekend service will depend on ridership demand and County resources.
334	There is a small error in this description: it is every thirty minutes on the hour and half hour during rush hour and every hour on the half hour during non-rush hour. FFX evening rush is 3 to 6 P.M., ending one hour sooner than Metros at 7 P.M. The 334 proposal is to substitute rush hour service, with one extra midday trip for all day service. My concern is this: as society continues to recover to a sense of normalcy, late evening service will become more relevant. Hence my addendum to the proposal for additional evening service with 5:30, 6:30, and 7:30 P.M. buses from Franconia/Springfield. Second, Route 334 rush-hour service only does include one midday trip, the exact logistics haven't been made public. I usually get things done early in the morning but have a need to utilize a midday trip. The midday trip must be operated as scheduled, no missed trips by drivers using the excuse that they weren't aware of such trip. The 334 proposal is different from other FFX bus routes as other bus routes have rush hour buses along that route but traverse different streets with the same destination yet arriving at the origins and destinations.	The Route 334 midday trip will depart the Franconia-Springfield Metrorail Station at 11:30 A.M., arrive at the Defense Logistics Agency (DLA) at 11:56 A.M., and return to the Metrorail station at 12:22 P.M. The last afternoon trip will depart the Franconia-Springfield Metrorail Station at 7:00 P.M., arrive at DLA at 7:26 P.M., and return to the Metrorail station at 7:52 P.M. Sections of the Route 334 route alignment are served by other Fairfax Connector routes including 171, 350, and 351. Staff will monitor the implemented service and consider potential changes that could be implemented in a subsequent service change based on funding availability.
334	This is the only bus to my place of employment on Cinder Bed Road, and it already gets me there late in the mornings and I occasionally miss it in the evenings, if the driver is running early. I'm concerned that changes will make an already long and difficult commute even more stressful, especially since you haven't clarified what's rush hour service is going to look like. Will you be keeping it every 30 minutes? What is the rush hour time frame you're looking at? When is the midday trip going to be? (In case I need to leave early or come in late.)	Route 334 will operate with a 30-minute frequency during the morning and afternoon peak periods. The morning service span will run from 5:03 to 9:52 A.M. The afternoon service span will run from 3:00 to 7:52 P.M. The midday trip will depart the Franconia-Springfield Metrorail Station at 11:30 A.M. and arrive at the Defense Logistics Agency (DLA) at 11:56 A.M. The trip will return to the Franconia-Springfield Metrorail Station at 12:22 P.M.
495	Whatever you do with the route, make sure you include reverse commute trips in the schedule (if the vehicle is returning anyways, that is). I sometimes need to head to the	Due to travel patterns, the running time of the Route 495 buses, and congestion along the corridor, a reverse commute is

Route(s)	Comment	Summary Response
	West Annandale/Braddock Road area in the morning and use the 495 to do that, so if you could keep the reverse use functionality in the schedule, that would be great!	not recommended at this time but will be included in future evaluations.
495	<p>The Question in the survey is not honest and should be reported to FTA for dishonesty (Title 6). Which I can easily do with a relationship as a transportation professional. The issue is about a budget to provide a raise to County employees. While I appreciate the need to consider the retention of employees, the way this budget is handling a contract issue is wrong. Fairfax Connector is saying they can reduce service to increase salary in either a county employee or contractor service contract. The door is open for contractors to debate salaries and other contract issues, which is also an opportunity for striking. The president is set. In the future you can reduce service to increase salaries. That is not the purpose of transit for the equity and social justice of people in need. The IIJA already refunded transit in losses from COVID reductions in ridership. There are many transit agencies, like LA, Jacksonville, and Mass DOT, that have been exploring the equity needs of transit users. This agency has not done enough to understand the needs of users and the value of choice riders in our regions. The 495 route is new-ish, and has been hindered by the pandemic and other political changes. It has not been promoted properly nor sponsored to a point of success. It seems as though Fairfax Connector wanted the service cuts before beginning it. People need more employment option and not less transit to those options at this economic downturn. The 306 is another joke that demonstrates FCC does not have the tools and staff to provide the service the county needs today.</p>	<p>Staff analyzed Route 495 as part of the Transit Strategic Plan (TSP), which is under development at this time. The proposed changes to Route 495 were developed after an analysis of current and pre-COVID ridership on the route showed consistently low ridership. The changes will focus bus service on peak periods (which have the highest ridership demand) and include the retention of one midday trip in each direction.</p> <p>Staff conducted an analysis to determine if there is a disparate impact or disproportionate burden (DI/DB) to Title VI protected populations within the County. If a DI/DB is identified, the planning staff develops plans to mitigate those impact(s). However, no DI/DB was identified in the analysis of the Route 495 proposed service changes.</p> <p>Regarding Fairfax Connector Route 306, this is a midday route that complements peak-period service on Metrobus 17K along the Braddock Road corridor, providing service to the Pentagon Transit Center and George Mason University. Route 306 provides an option for commuters in this corridor that may need to leave work midday. Service level improvements for Route 306 are under review as part of the Transit Strategic Plan. Staff will continue to assess the travel demands along the Braddock Road corridor and work with Metrobus as they develop their redesigned service plan.</p>
495	Keep the shortened section in Tysons but also extend the western/southern terminus to George Mason University in order to attract more riders.	Currently there are not enough resources to extend Route 495 to George Mason University (GMU). Service to GMU is available through a transfer to Metrobus 17G (during peak periods) and Fairfax Connector Route 306 (during midday) at the Braddock Road / King David Boulevard bus stop (ID #5000519). Route 306 is designed to work in coordination with the Metrobus routes along Braddock Road.

Route(s)	Comment	Summary Response
		Staff has developed several other routes in the Transit Strategic Plan that will serve GMU including Route 313 from the Franconia area and Route 610 from the Fair Oaks area.
495	Didn't the County receive Federal dollars to help support transit during the pandemic? So why is service being reduced? I see money has been found in the new budget to give County employees a raise, but it appears to be at the expense of Connector bus riders. It makes no sense to cancel service now when people are returning to work. This is a terrible and selfish plan.	Staff analyzed Route 495 as part of the Transit Strategic Plan (TSP), which is under development at this time. The proposed changes to Route 495 were developed after an analysis of both current and pre-COVID ridership of the route showed consistently low ridership. The changes will focus bus service on peak periods (which have the highest ridership demand) and include the retention of one midday trip in each direction.
495	I don't mind the service reduction, as I don't use the midday service, but I would prefer if the north end of the route were to remain the same.	The Route 495 realignment in Tysons was recommended to reduce duplication of service in Tysons and make the transit system more efficient. The realignment is offset by the availability of alternative bus service between Tysons Corner and Tysons West Park including Routes 401, 402, and 423, with free bus transfers. These routes offer service every 12 to 20 minutes during peak periods, depending on the specific route.
495	Just as it's time to return to the office for work, the commute to and from work is about to become an extreme challenge because of this proposal. While I will still be able to get to work using the 495, a big challenge is the afternoon service not beginning until 3:45 P.M. Like many people, I do not have traditional 9-5 hours for work. For this reason, starting the afternoon service earlier would be greatly appreciated. If the new schedule is going to operate on a strict 35-minute headway then a trip originating from Tysons at 3:10 P.M. would be much appreciated. It would also mean I would not have to pay for a \$20 Uber ride home from work, and would be able to use the 495 to get home which I prefer. Citing budget constraints as a reason for the reduction in service on the 495 seems inappropriate since the Connector ran most service at 100% capacity throughout most of the pandemic, when there was a sharp reduction in ridership across the system. Now as mentioned above, as people are returning to work in person it should not be a time to reduce service as ridership increases. Bus service along Braddock Road is already skeletal. While the presentation shows 495 transfers available to the 17 line, the truth is 4 of those routes no longer exist. The 17A and 17F were discontinued in 2017, the 17L was eliminated in 2020, and the 17H went away in 2021.	<p>Staff analyzed Route 495 as part of the Transit Strategic Plan (TSP), which is under development at this time. The proposed changes to Route 495 were developed after an analysis of current and pre-COVID ridership on the route showed consistently low ridership. The changes will focus bus service on peak periods (which have the highest ridership demand) and include the retention of one midday trip in each direction. The recommended span of service for Route 495 was based on ridership demand to improve efficient service.</p> <p>Staff will continue to assess the travel demands along the Braddock Road corridor and work with Metrobus as they develop their redesigned service plan.</p>

Route(s)	Comment	Summary Response
	Reducing any service on the 495 makes this gap in transit options along Braddock even wider. The positive change to the routing in Tysons is something that should've been considered sometimes ago. The large loop to Spring Hill that was put into place when the Silver Line opened is long and time consuming, but it does allow the 3-4 riders that use a few of the trips to have a one seat ride, however the 494 riders will still have this option available to them, but not the 495 riders.	
495	I don't mind the service and route reduction since nobody rides this route during the midday period as I've seen before from riding. And since the Silver Line phase 2 is going to get delayed again, no reason to serve the Spring Hill Metro for now. But one thing that would be very helpful and crucial to me is afternoon rush-hour service to Tysons. If there was late afternoon service to Tysons, then I would be riding this route every day, 5 days a week. Because in the late afternoons, there is no way to get to a Metro station on the Braddock Road corridor, and I feel stuck and dissatisfied knowing those 495 buses that deadhead to Tysons can't help me. I always stay in the Kings Park area for work until around 5:30-7 P.M. (depending). If I can get on a 495 bus to Tysons around those times, then for the first time in my life I can feel safe and satisfied. Route 495 has been following the same boring schedule since 2015, and now it's time for a change. Please add afternoon peak hour service to Tysons.	Staff will continue to assess the travel demands along the Braddock Road corridor and work with Metrobus as they develop their redesigned service plan.
495	Is cutting bus service just when people are starting to go back to the office the best decision that the County can make? The Connector ran at 100% for most of the pandemic when there was little to no ridership and now when things are opening back up, the 495 service is up for reduction. There is already little bus service in the Braddock Road corridor, and cutting a bus that passes through every ninety minutes is pointless. It's not a matter of funding, or else the County would be looking at other routes to cut or eliminate that have little to no ridership like the 432 or the weekend/off peak service in Chantilly and Centreville.	<p>Staff analyzed Route 495 as part of the Transit Strategic Plan (TSP), which is under development at this time. The proposed changes to Route 495 were developed after an analysis of current and pre-COVID ridership on the route showed consistently low ridership. The changes will focus bus service on peak periods (which have the highest ridership demand) and include the retention of one midday trip in each direction.</p> <p>Staff has developed service plans for routes with low ridership (such as Route 432). These plans include service realignments and replacement with micro-transit.</p>
495	Please provide weekend and holiday service.	<p>Route 495 is a peak-period cross-county commuter route that is oriented towards weekday work trips. Weekend and holiday service is not being considered at this time.</p> <p>While there is currently no transit service between the Burke Centre VRE Station and Tysons on the weekends, the</p>

Route(s)	Comment	Summary Response
		proposed Transit Strategic Plan includes a new Route 313 which will provide weekend service from the Burke Centre VRE Station to the Franconia-Springfield Metrorail Station, where one can transfer for free to Routes 401 / 402 to Tysons.
495	If afternoon rush-hour service is considered 4 to 7 P.M., this is a terrible plan. Afternoon service needs to start earlier than 4 P.M. Also, may want to consider keeping the Tysons loop. While some morning passengers get off at Galleria/Tysons for Metro access, most riders continue around the loop to work. The whole proposal is short sighted. Service was provided at 100% during the pandemic and now with people going back to work, the service is being reduced.	<p>Staff analyzed Route 495 as part of the Transit Strategic Plan (TSP), which is under development at this time. The proposed changes to Route 495 were developed after an analysis of current and pre-COVID ridership on the route showed consistently low ridership. The changes will focus bus service on peak periods (which have the highest ridership demand) and include the retention of one midday trip in each direction. The afternoon service will start at 3:45 P.M.</p> <p>The Route 495 realignment in Tysons was recommended to reduce duplication of service in Tysons and make the transit system more efficient. The realignment is offset by the availability of alternative bus service between Tysons Corner and Tysons West Park including Routes 401, 402, and 423, with free bus transfers.</p>

Email

Route(s)	Comment	Summary Response
Transfer fares to/from WMATA	I am a frequent Fairfax Connector rider. Specifically, I would like to provide additional input regarding Question #9 - free bus transfers when riding Metro. While I support making free transfers permanent, I would also suggest that fares for bus riders not taking Metro be eliminated or reduced too. The current proposal leaves bus-only riders to pay while Metro riders on the same route get a "free ride". It seems grossly unfair. Why not offer better bus service at a lower cost.	Bus-to-bus transfer has always been free up to the base fare of \$2, if that is what the passenger paid. For a reduced fare route, the fare that the passenger paid is credited. Customer was advised to refer to the Fares and Policies Guidelines for additional information. The County has received a state grant that will reduce the base fare by 50 percent for eligible income individuals. This fare reduction is expected to begin in October of 2022.

Mail

Route(s)	Comment	Summary Response
N/A	Please provide transit service to Fairfax Station, Clifton, Scott's Run Park, etc. Weekend service to Burke Center VRE, Lorton VRE, NOVA Medical College and Newington.	The Lorton VRE Station is served by Routes 171 and 371 on weekends. Ongoing service planning efforts by staff will consider these and other requests for transit service as part of the county-wide

Route(s)	Comment	Summary Response
		Transit Strategic Plan, which is under development at this time.

Title VI Service Equity and Fare Equity Analysis

The service changes proposed for implementation on October 1, 2022, were reviewed as mandated by the Federal Transit Administration (FTA) in *Circular C-4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration Recipients*.

Relevant Fairfax County Title VI Program Elements

An equity analysis may require the evaluation of as many as four items depending on the route's nature, proposed changes, and served environment. The policies listed in this section are contained in the County's Title VI Program, as approved by the Board of Supervisors in 2020.

A major service change is defined as either an increase or decrease of 25 percent or more in either daily revenue service hours, revenue service miles, or both for the individual route being modified.

An adverse effect occurs when the proposed service change incorporates any of the following modifications:

- Service is eliminated.
- Headways are modified by at least 20 percent and 10 minutes.
- The span of service is modified by at least 10 percent and two hours.
- New service is implemented.

A disparate impact (DI) occurs when the difference between minority and non-minority populations affected by a proposed service change or fare change is 10 percent or greater.

A disproportionate burden (DB) occurs when the difference between low-income households and non-low-income households affected by a proposed service change or fare change is 10 percent or greater.

"If a transit provider chooses not to alter the proposed service changes despite the potential disparate impact on minority populations, or if the transit provider finds, even after the revisions, that minority riders will continue to bear a disproportionate share of the proposed service change, the transit provider may implement the service change *only* if:

- "the transit provider has a substantial legitimate justification for the proposed service change; and
- "the transit provider can show that there are no alternatives that would have a less disparate impact on minority riders but would still accomplish the transit provider's legitimate program goals." (*Circular C-4702.1B*, page IV-16)

The Fairfax County Department of Transportation (FCDOT) measured the percentages of minority populations and low-income households impacted by the proposed service changes and then compared those percentages to the system-wide profile for Fairfax

Connector (49 percent for minority populations and 17 percent for low-income households) to determine whether the service changes will cause a DI or DB.

Data Sources

Data on minority populations by census block group is from Table B03002 from the American Community Survey, 2015–2019 five-year estimates. Minority populations are defined as persons who are not within the non-Hispanic white population. Data on low-income households by census block group is from Table B19001 from the American Community Survey, 2015–2019 five-year estimates. Low-income households are defined as households making under \$50,000 annually.

Additionally, staff conducted a system-wide onboard rider survey in 2019. This data is incorporated by reference and is used in the analysis for the purposes of route-level ridership socioeconomic analysis pertaining to rider fare type, income, and minority status.

Section A: Title VI Service Equity Analysis

Summary of Analysis Results

The Title VI service equity analysis showed the proposed service changes to Routes 334, 350, 351, 352, 353 and 495 met the major service change threshold. However, the analysis suggested these routes will not result in a DI for minority populations or DB for low-income households. Since Route 722 did not meet the definition of a major service change, no additional analysis was required.

Overview

The service changes proposed for implementation on October 1, 2022, include Routes 334, 350, 351, 352, 353, 495 and 722.

Route 334: Newington Circulator

Service on Route 334 will be reduced to weekday rush hour service and a mid-day round trip.

Routes 350 and 351: TAGS Springfield Business Circulator

Routes 350 and 351 will be split and replaced by four routes:

- 350: Franconia-Springfield Metrorail Station, Springfield Hilton, and Springfield Town Center
- 351: Transportation Security Administration (TSA) and Northern Virginia Community College (NVCC) Medical Campus
- 352: TSA and NVCC Medical Campus
- 353: Metro Park

Route 495: Burke Centre – Tysons

Service on Route 495 will be reduced to rush hour and a mid-day round trip. The northern portion of this route will be truncated to operate along Tysons Boulevard, International Drive, and Galleria Drive and will no longer serve the Tysons West Park Transit Station.

Route 722: McLean – Langley

Route 722 will have minor schedule adjustments.

Major Service Change Evaluation

Each of the above routes included in the proposed service changes was evaluated against the major service change threshold defined in the County's Title VI Program. Table 1 shows Routes 334, 350, 351, 352, 353, and 495 met the major service change threshold and required further DI and DB analysis. Since Route 722 did not meet the definition of a major service change, no additional analysis was required.

Table 1: Proposed Service Changes that Met Major Service Change Threshold

Route	Proposed Change in Revenue Hours (%)			Proposed Change in Revenue Miles (%)		
	Weekday	Sat.	Sun.	Weekday	Sat.	Sun.
334	-37%	N/A	N/A	-35%	N/A	N/A
350	-47%	N/A	N/A	-59%	N/A	N/A
351	46%	N/A	N/A	32%	N/A	N/A
352	100%	N/A	N/A	100%	N/A	N/A
353	100%	N/A	N/A	100%	N/A	N/A
495	-61%	N/A	N/A	-52%	N/A	N/A

Table 2 shows the detailed adverse effects for the routes that met the major service change threshold. Based on this table, Routes 334, 351, 352, 353, and 495 met the threshold for adverse effects and required further DI and DB analysis.

Table 2: Adverse Effects

Route	Service Elimination	New Service	Headway modified by at least 20% and 10 minutes				Span of service modified by at least 10% and 2 hours		
			Weekday Peak ¹	Weekday Midday	Sat. Core	Sun. Core	Weekday	Sat.	Sun.
334	-	-	-	Reduced (83%)	-	-	Reduced by 9 hours (50%)	-	-
350	-	-	-	-	-	-	-	-	-
351	-	-	-	-	-	-	Increased by 2 hours (40%)	-	-
352	-	Service Reconfiguration	-	15-20 minutes (100%)	-	-	10:50 A.M. - 2:32 P.M. (100%)	-	-
353	-	Service Reconfiguration	15 minutes (100%)	15-20 minutes (100%)	-	-	6:02 A.M. - 7:12 P.M. (100%)	-	-

¹ The time periods used in this analysis were defined as follows: Weekday Peak 6:00 - 9:00 A.M. and 3:00 - 6:00 P.M., Weekday Midday: 9:00 A.M. - 3:00 P.M., Saturday Core: 8:00 A.M. - 5:00 P.M., and Sunday Core: 8:00 A.M. - 5:00 P.M.

495	-	-	-	Reduced (83%)	-	-	Reduced by 7 hours (51%)	-	-
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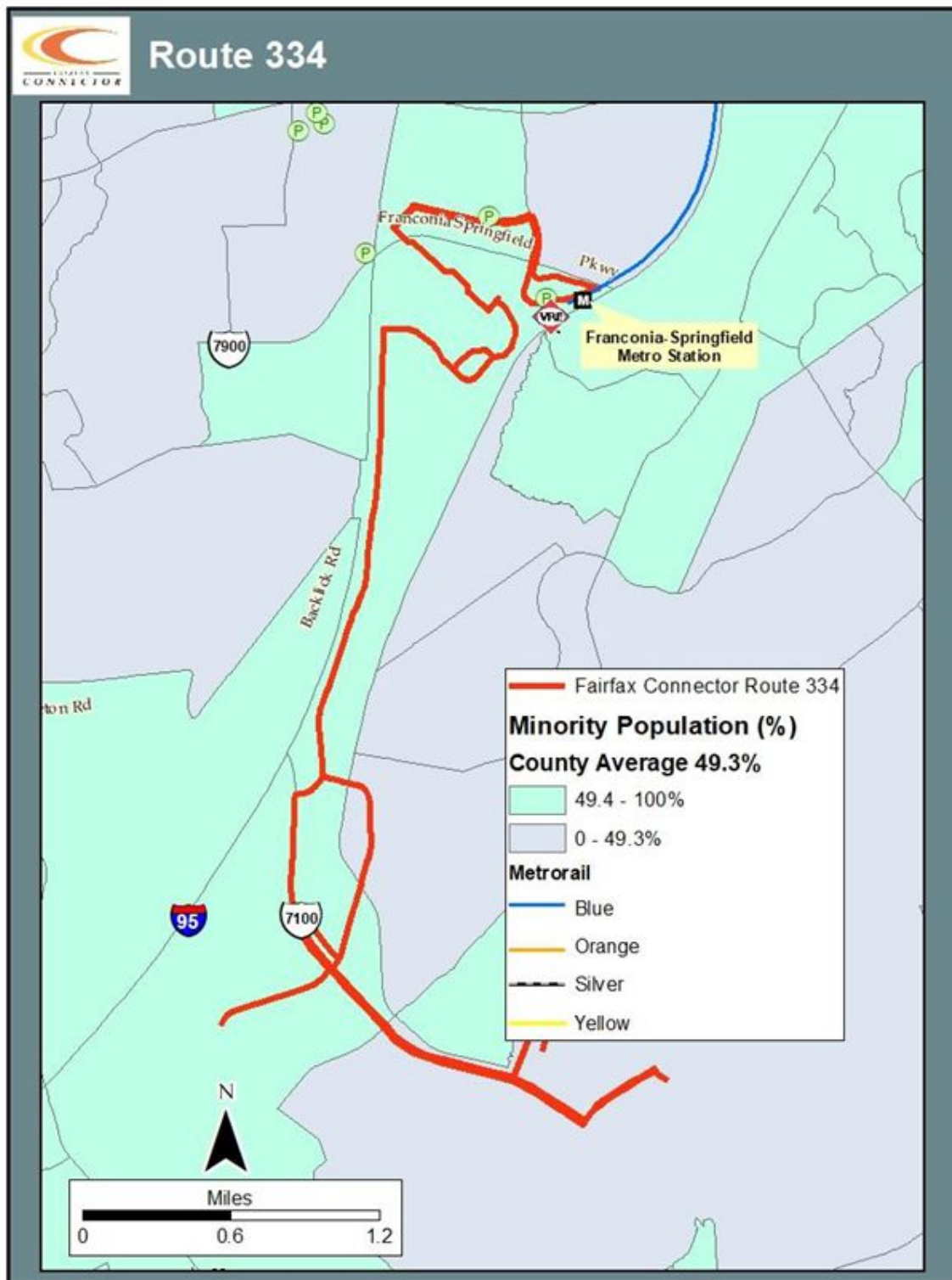
Route 334: Newington Circulator

Disparate Impact (DI): Within the service area of Route 334, the minority population is 57.6 percent, which is 8.3 percent higher than the system average (see Table 3). Since this difference does not exceed the 10 percent threshold, there is no DI for minority populations. Figure 1 shows the proposed route alignment in relation to predominantly minority census block groups.

Table 3: Route 334 Disparate Impact

Route	Add / Reduce Service	Route Area Population	Route Area Minority Population	Route Area Minority Population Percent	Service Area Minority Population Percent	Difference	Threshold	Difference over Threshold
334	Reduce	8,582	4,941	57.6%	49.3%	8.3%	10%	No

Figure 1: Route 334 Minority Population Map



Disproportionate Burden (DB): Within the service area of Route 334, the low-income households are 16.0 percent, which is 0.7 percent lower than the system average (see Table 4). Since this difference does not exceed the 10 percent threshold, there is no DB

for low-income households. Figure 2 shows the proposed route alignment in relation to predominantly low-income census block groups.

Table 4: Route 334 Disproportionate Burden

Route	Add / Reduce Service	Route Area Households	Route Area Low-Income Households	Route Area Low-Income Households Percent	System Low-Income Households Percent	Difference	Threshold	Difference Over Threshold
334	Reduce	2,904	465	16.0%	16.7%	-0.7%	10%	No

Figure 2: Route 334 Low-income Households Map



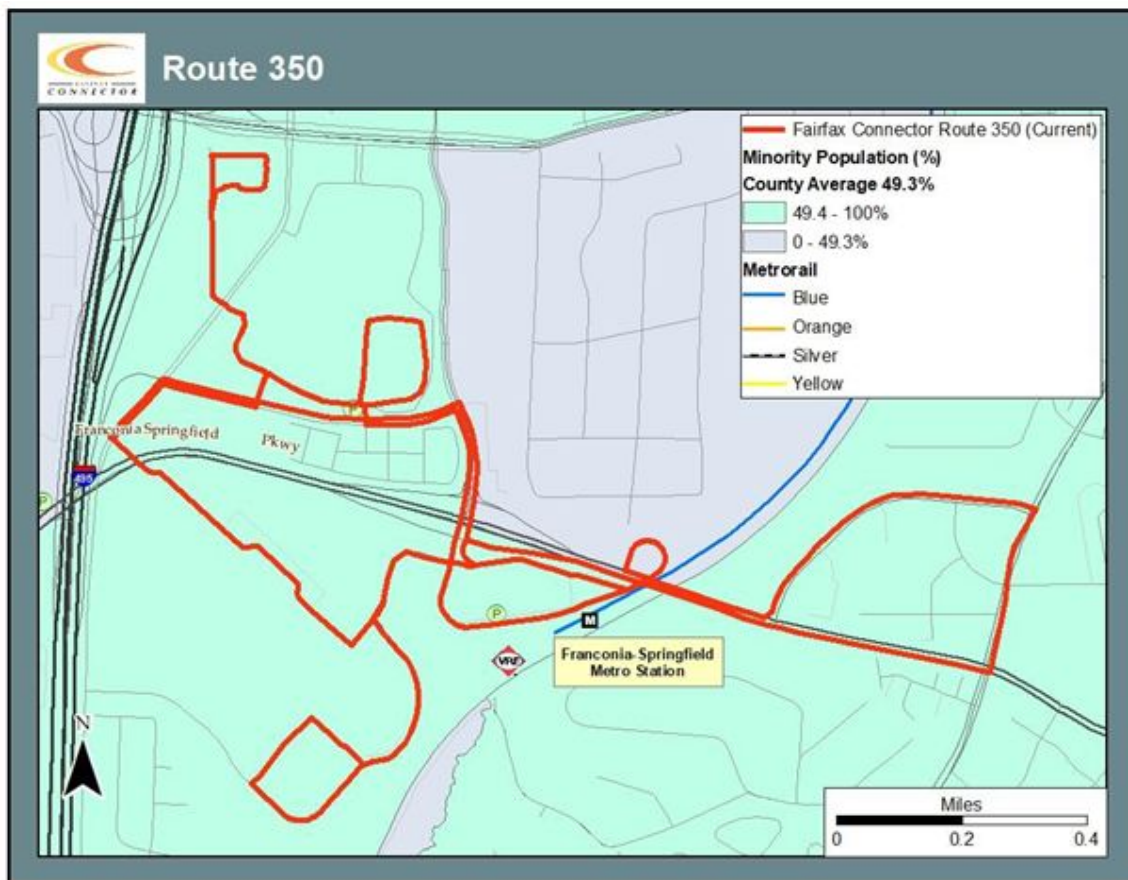
Route 350: Springfield Business Circulator

Disparate Impact (DI): Within the service area of Route 350, the minority population is 57.5 percent, which is 8.2 percent higher than the system average (see Table 5). Since this difference does not exceed the 10 percent threshold, there is no DI for minority populations. Figure 3 shows the proposed route alignment in relation to predominantly minority census block groups.

Table 5: Route 350 Disparate Impact

Route	Add / Reduce Service	Route Area Population	Route Area Minority Population	Route Area Minority Population Percent	Service Area Minority Population Percent	Difference	Threshold	Difference over Threshold
350	Modification	6,563	3,773	57.5%	49.3%	8.2%	10%	No

Figure 3: Route 350 Minority Population Map

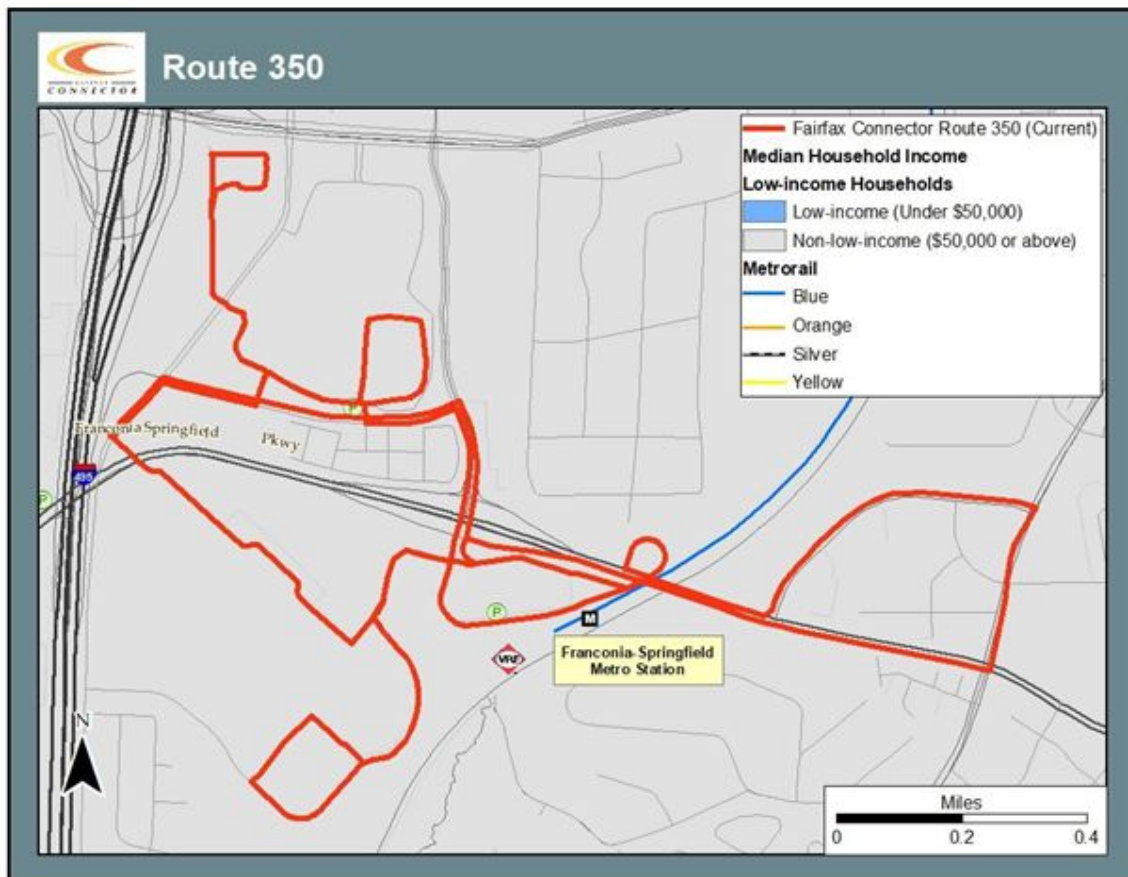


Disproportionate Burden (DB): Within the service area of Route 350, the low-income households are 19.3 percent, which is 2.6 percent higher than the system average (see Table 6). Since this difference does not exceed the 10 percent threshold, there is no DB for low-income households. Figure 4 shows the proposed route alignment in relation to predominantly low-income census block groups.

Table 6: Route 350 Disproportionate Burden

Route	Add / Reduce Service	Route Area Households	Route Area Low-Income Households	Route Area Low-Income Households Percent	System Low-Income Households Percent	Difference	Threshold	Difference Over Threshold
350	Modification	2,443	471	19.3%	16.7%	2.6%	10%	No

Figure 4: Route 350 Low-income Households Map



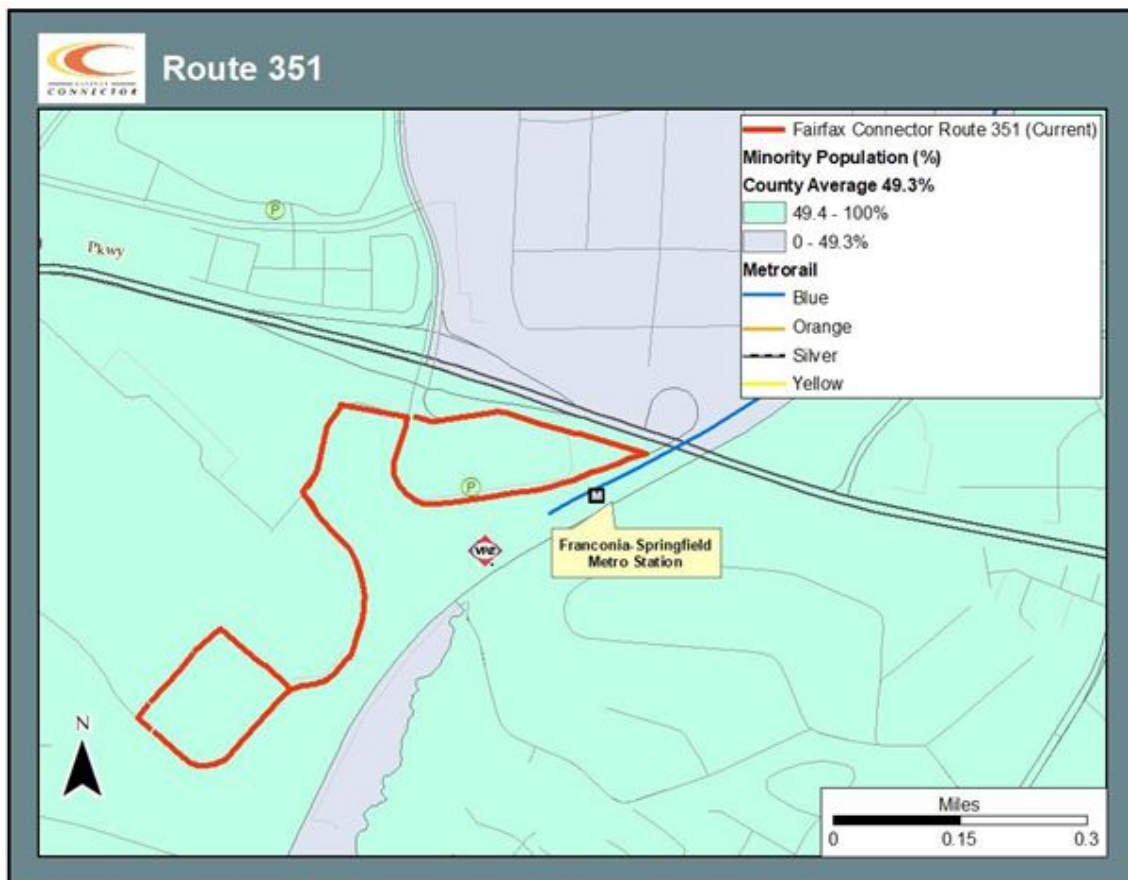
Route 351: TSA and NVCC

Disparate Impact (DI): Within the service area of Route 351, the minority population is 57.9 percent, which is 8.6 percent higher than the system average (see Table 7). Since this difference does not exceed the 10 percent threshold, there is no DI for minority populations. Figure 5 shows the proposed route alignment in relation to predominantly minority census block groups.

Table 7: Route 351 Disparate Impact

Route	Add / Reduce Service	Route Area Population	Route Area Minority Population	Route Area Minority Population Percent	Service Area Minority Population Percent	Difference	Threshold	Difference over Threshold
351	Modification	2,024	1,172	57.9%	49.3%	8.6%	10%	No

Figure 5: Route 351 Minority Population Map

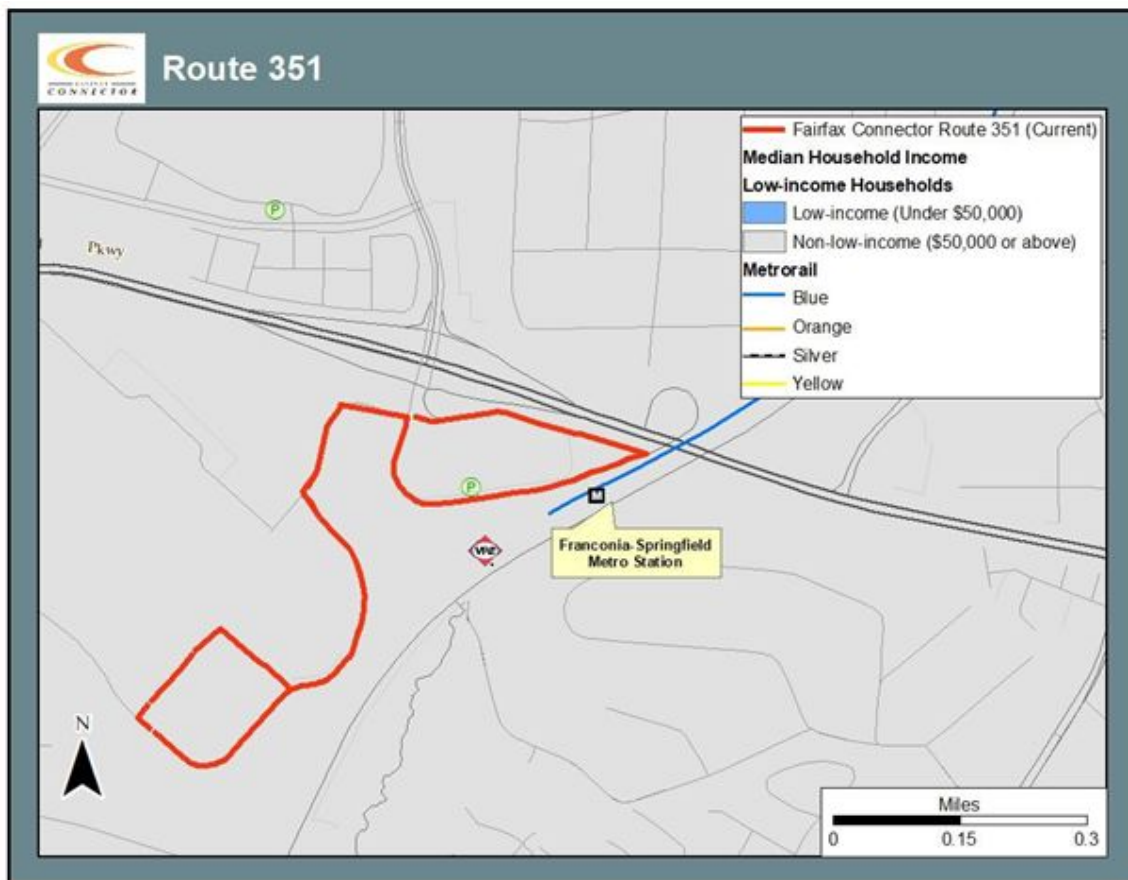


Disproportionate Burden (DB): Within the service area of Route 351, the low-income households are 20.3 percent, which is 3.6 percent higher than the system average (see Table 8). Since this difference does not exceed the 10 percent threshold, there is no DB for low-income households. Figure 6 shows the proposed route alignment in relation to predominantly low-income census block groups.

Table 8: Route 351 Disproportionate Burden

Route	Add / Reduce Service	Route Area Households	Route Area Low-Income Households	Route Area Low-Income Households Percent	System Low-Income Households Percent	Difference	Threshold	Difference Over Threshold
351	Modification	695	141	20.3%	16.7%	3.6%	10%	No

Figure 6: Route 351 Low-income Households Map



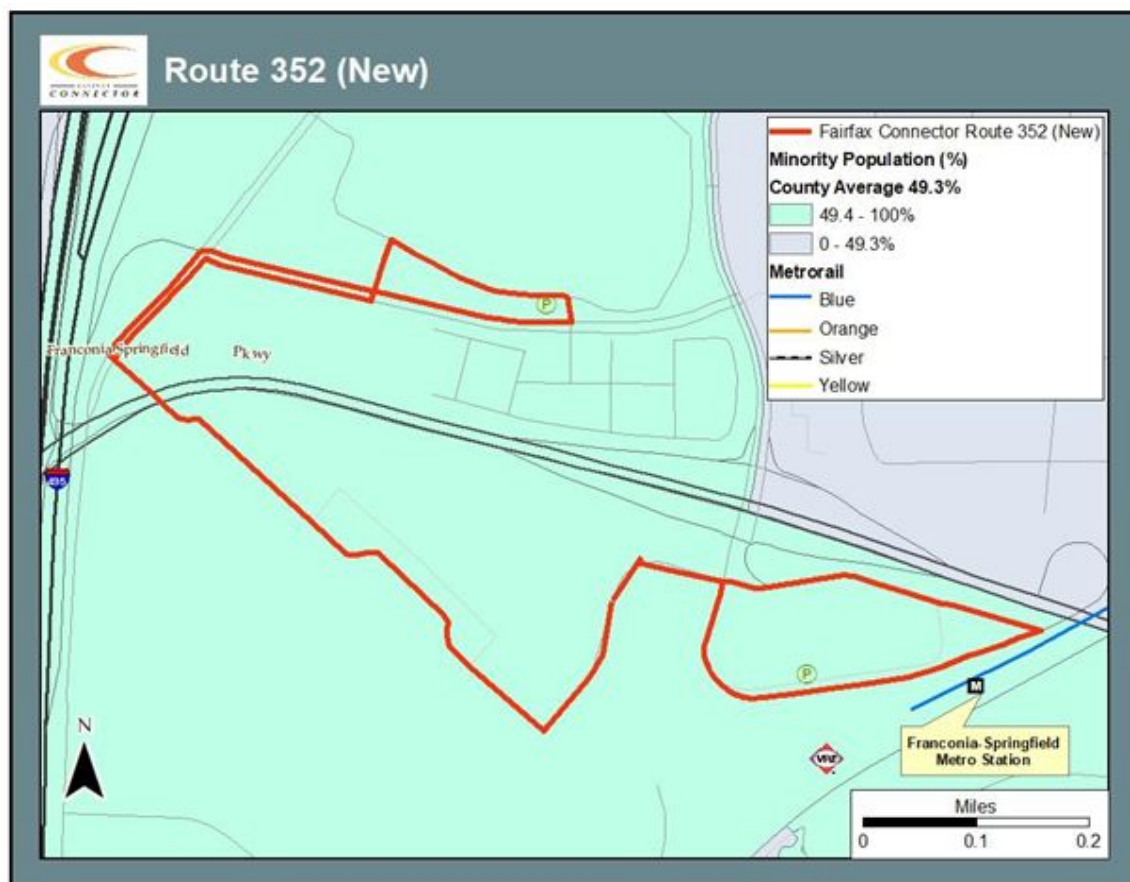
Route 352 (New): TSA and NVCC

Disparate Impact (DI): Within the service area of Route 352, the minority population is 54.7 percent, which is 5.4 percent higher than the system average (see Table 9). Since this difference does not exceed the 10 percent threshold, there is no DI for minority populations. Figure 7 shows the proposed route alignment in relation to predominantly minority census block groups.

Table 9: Route 352 Disparate Impact

Route	Add / Reduce Service	Route Area Population	Route Area Minority Population	Route Area Minority Population Percent	Service Area Minority Population Percent	Difference	Threshold	Difference over Threshold
352	New	2,516	1,377	54.7%	49.3%	5.4%	10%	No

Figure 7: Route 352 Minority Population Map

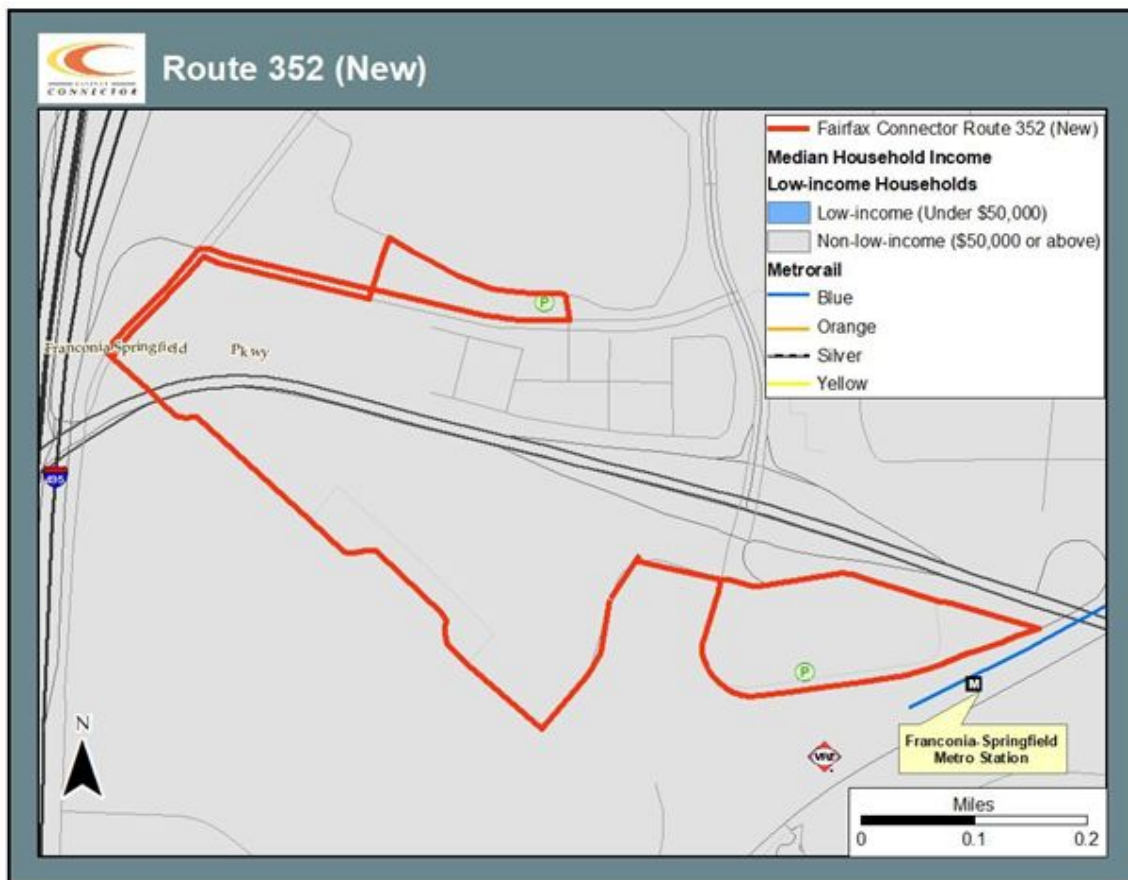


Disproportionate Burden (DB): Within the service area of Route 352, the low-income households are 20 percent, which is 3.3 percent higher than the system average (see Table 10). Since this difference does not exceed the 10 percent threshold, there is no DB for low-income households. Figure 8 shows the proposed route alignment in relation to predominantly low-income census block groups.

Table 10: Route 352 Disproportionate Burden

Route	Add / Reduce Service	Route Area Households	Route Area Low-Income Households	Route Area Low-Income Households Percent	System Low-Income Households Percent	Difference	Threshold	Difference Over Threshold
352	New	978	195	20.0%	16.7%	3.3%	10%	No

Figure 8: Route 352 Low-income Households Map



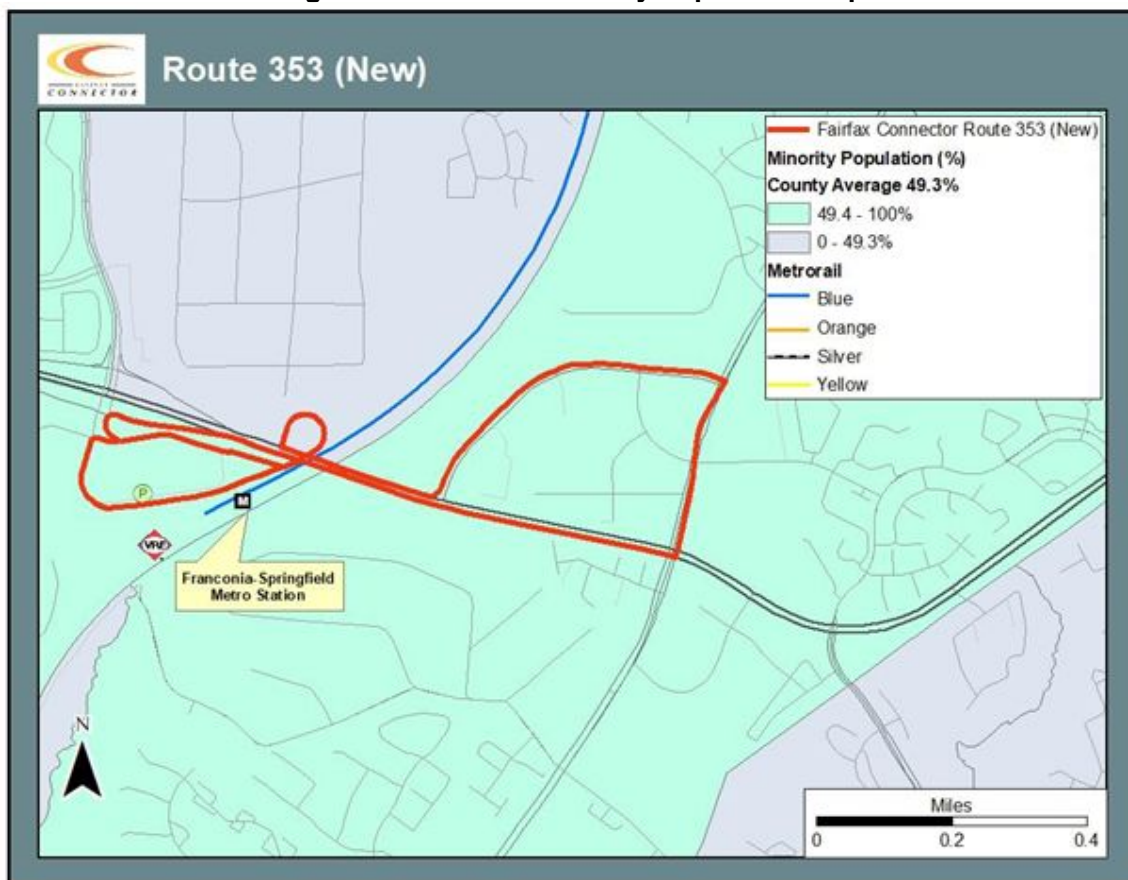
Route 353 (new): Metro Park

Disparate Impact (DI): Within the service area of Route 353, the minority population is 58.2 percent, which is 8.9 percent higher than the system average (see Table 11). Since this difference does not exceed the 10 percent threshold, there is no DI for minority populations. Figure 9 shows the proposed route alignment in relation to predominantly minority census block groups.

Table 11: Route 353 Disparate Impact

Route	Add / Reduce Service	Route Area Population	Route Area Minority Population	Route Area Minority Population Percent	Service Area Minority Population Percent	Difference	Threshold	Difference over Threshold
353	New	3,889	2,265	58.2%	49.3%	8.9%	10%	No

Figure 9: Route 353 Minority Population Map

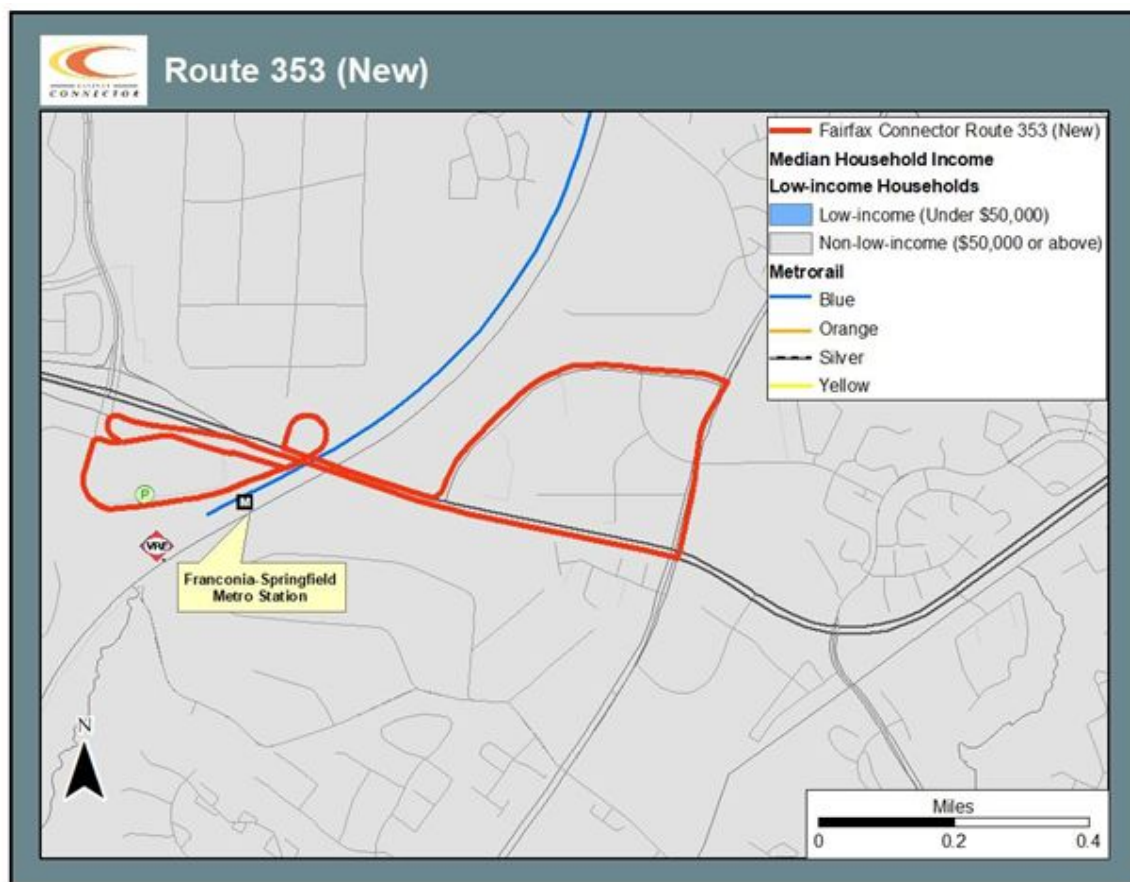


Disproportionate Burden (DB): Within the service area of Route 353, the low-income households are 19.2 percent, which is 2.5 percent higher than the system average (see Table 12). Since this difference does not exceed the 10 percent threshold, there is no DB for low-income households. Figure 10 shows the proposed route alignment in relation to predominantly low-income census block groups.

Table 12: Route 353 Disproportionate Burden

Route	Add / Reduce Service	Route Area Households	Route Area Low-Income Households	Route Area Low-Income Households Percent	System Low-Income Households Percent	Difference	Threshold	Difference Over Threshold
353	New	1,436	275	19.2%	16.7%	2.5%	10%	No

Figure 10: Route 353 Low-income Households Map



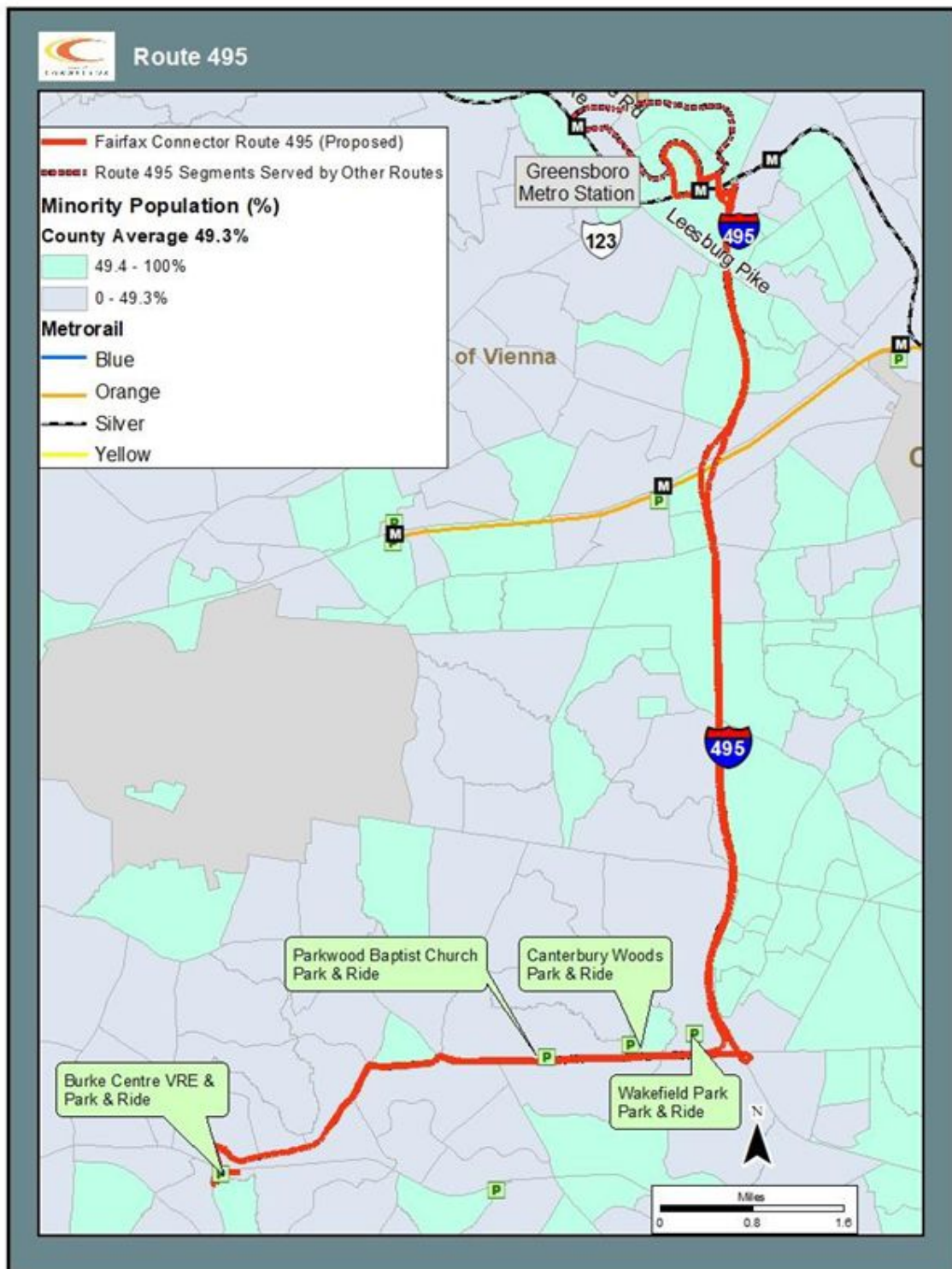
Route 495: Burke Centre – Tysons

Disparate Impact (DI): Within the service area of Route 495, the minority population is 45.4 percent, which is 3.9 percent lower than the system average (see Table 13). Since this difference does not exceed the 10 percent threshold, there is no DI for minority populations. Figure 11 shows the proposed route alignment in relation to predominantly minority census block groups.

Table 13: Route 495 Disparate Impact

Route	Add / Reduce Service	Route Area Population	Route Area Minority Population	Route Area Minority Population Percent	Service Area Minority Population Percent	Difference	Threshold	Difference over Threshold
495	Reduce	22,620	10,266	45.4%	49.3%	-3.9%	10%	No

Figure 11: Route 495 Minority Population Map

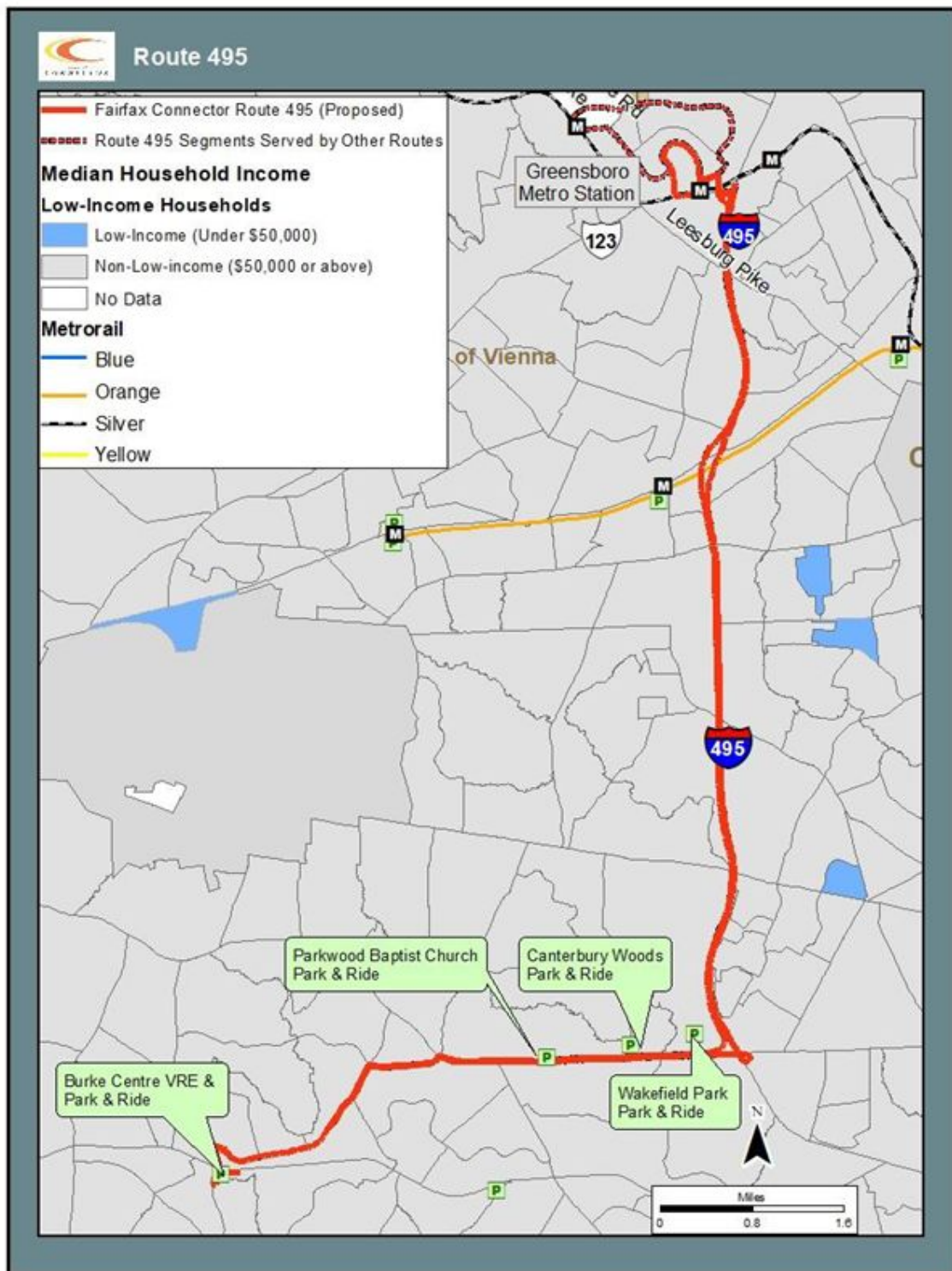


Disproportionate Burden (DB): Within the service area of Route 495, the low-income households are 14.1 percent, which is 2.6 percent lower than the system average (see Table 14). Since this difference does not exceed the 10 percent threshold, there is no DB for low-income households. Figure 12 shows the proposed route alignment in relation to predominantly low-income census block groups.

Table 14: Route 495 Disproportionate Burden

Route	Add / Reduce Service	Route Area Households	Route Area Low-Income Households	Route Area Low-Income Households Percent	System Low-Income Households Percent	Difference	Threshold	Difference over Threshold
495	Reduce	8,848	1,247	14.1%	16.7%	-2.6%	10%	No

Figure 12: Route 495 Low-income Households Map



Conclusion

The Title VI service equity analysis showed the proposed service changes to Routes 334, 350, 351, 352, 353, and 495 met the major service change threshold and the

adverse effects threshold. The analysis indicated the proposed changes to these routes would not result in a DI or DB.

Section B: Title VI Fare Equity Analysis

Summary of Analysis Results

The Title VI fare equity analysis found that implementation of the proposed fare reduction for Route 599 is consistent with the FTA and Fairfax County Title VI guidelines and that there is a substantial legitimate justification for the proposed fare change. Furthermore, there are no other alternative fare changes to Route 599 that will result in a less disparate impact (DI) on minority populations or a less disproportionate burden (DB) on low-income households than the alternative presented in this analysis. Note that a fare reduction is considered a non-adverse service change.

Overview

The fare change proposed for implementation on October 1, 2022, includes Route 599.

Route 599: Pentagon – Crystal City Express

Route 599 currently operates between the Reston North Park-and-Ride Lot and the Pentagon, Pentagon City, and Crystal City Metrorail Stations. In an effort to increase ridership on Route 599 and reduce congestion along I-66 inside the Beltway, staff was awarded a fare reduction grant from the Northern Virginia Transportation Commission (NVTC) Commuter Choice funding. The pilot fare reduction is estimated to start in fall 2022 and will continue as long as the NVTC grant funding is available. The current fare cost is \$7.50 for the standard fare and \$3.75 for the seniors and persons with disabilities fare, and is not reduced for bus-to-bus or bus-to-rail transfers. The fare reduction will align the Route 599 fare with that of the other express routes within the Fairfax Connector system, with \$4.25 for the standard fare and \$2.10 for the seniors and persons with disabilities fare.

Disparate Impact (DI): Of the total 22 onboard survey entries for Route 599, all respondents indicated their race and if they were of Hispanic or Latino origin. No seniors and persons with disabilities fares were reported in these survey responses. Table 15 presents the comparison between the minority and non-minority population percentages for the system and Route 599 riders. The table also indicates the weighted proportions of the seniors and persons with disabilities fares by minority status for the system and Route 599. The difference in number of persons impacted by the standard fare adjustment is 34.3% higher for non-minority riders compared to minority riders. As such, the fare change will have a DI for minority populations.

Table 15: Route 599 Disparate Impact

	Standard Fare	Seniors and Persons with Disabilities Fare
Systemwide		
Minority	67.6%	52.0%
Non-minority	32.4%	48.0%
<i>Total</i>	<i>100.0%</i>	<i>100.0%</i>
Route 599		
Minority	33.3%	N/A
Non-minority	66.7%	N/A
<i>Total</i>	<i>100.0%</i>	<i>N/A</i>
Comparison		
Difference	-34.3%	N/A
Disparate Impact	Yes	N/A

Disproportionate Burden (DB): Of the total 22 onboard survey entries for Route 599, 17 respondents indicated their income level. No seniors and persons with disabilities fares were included in these survey responses. Table 16 presents the comparison between the low-income and non-low-income household percentages for the system and Route 599 riders. The table also indicates the proportion of seniors and persons with disabilities fare by income level. The difference in number of riders impacted by the standard fare adjustment is about 60 percent higher for non-low-income riders compared to low-income riders. As such, the fare change will have a DB for low-income households.

Table 16: Route 599 Disproportionate Burden

	Standard Fare	Seniors and Persons with Disabilities Fare
Systemwide		
Low-income	66.0%	54.1%
Non-low-income	34.0%	45.9%
<i>Total</i>	<i>100.0%</i>	<i>100.0%</i>
Route 599		
Low-income	5.9%	N/A
Non-low-income	94.1%	N/A
<i>Total</i>	<i>100.0%</i>	<i>N/A</i>
Comparison		
Difference	-60.2%	N/A
Disproportionate Burden	Yes	N/A

Alternatives and Mitigation

The 2019 survey data indicates a DI and DB for standard fare riders of Route 599. According to Title VI requirements, Fairfax County must avoid, minimize, or mitigate the DI and DB. However, the fare change provides benefits to both minority populations and low-income households which may not be captured by the analysis prescribed by the Title VI program. As such, considerations related to the actual comparative cost of the fare, the Transit Ridership Incentive Program (TRIP), the Metrorail transfer fare reduction, potential for service connections, and access for minority populations are described below.

Fare Cost Comparison

Route 599 currently has the highest standard fare (\$7.50) and the highest seniors and persons with disabilities fare (\$3.75) in the Fairfax Connector system, and these fares are not reduced for bus-to-bus or bus-to-rail transfers. Other express routes within the system charge \$4.25 for the standard fare and \$2.10 for the seniors and persons with disabilities fare. In addition, the equivalent Metrorail fares during peak periods are \$6.00 for the standard fare and \$3.00 for the seniors and persons with disabilities fare.

Based on the comparatively small number of low-income, minority, and seniors and persons with disabilities riders on Route 599, the existing fare structure may be an impediment to ridership in these sub-groupings. Current ridership is reflective of higher-income, non-minority riders who may be better able to pay an increased fare when considering alternative multiple-transfer and Metrorail options. As such, even if a fare reduction benefits these groups currently, it may provide better access for minority and low-income riders more consistent with the other Fairfax Connector express route fares.

Ridership Incentive Program

Fairfax County is in the process of implementing the Transit Ridership Incentive Program (TRIP) from the Virginia Department of Rail and Public Transportation (DRPT). TRIP is a new statewide grant program dedicated to improving transit's regional connectivity in urban areas with a population in excess of 100,000 and reducing barriers to transit use by supporting low-income fare and zero-fare programs. This program will reduce the cost of transit fares for qualifying low-income persons by providing a fare subsidy. It is anticipated to take effect in fall 2022, approximately at the same time as the proposed Route 599 fare change. Thus, the combination of the TRIP subsidy and the proposed fare reduction will further improve access to transit for low-income households and mitigate the potential for a DB.

Improved Community Access

The Fairfax County Transit Strategic Plan (TSP) is a county-wide effort to revise transit service throughout the system. Within the Route 599 service area, significant network modifications will be implemented with the opening of the Metrorail Silver Line Phase II, expected in 2022. One of the key benefits of the service plan change in the Reston – Herndon area is a 24% increase in system access for minority populations². As this overall revision of routes will provide better connectivity and access for minority populations within the Route 599 service area, the potential for a DI will be mitigated.

Service Connections

Route 599 directly serves the Reston North Park-and-Ride Lot that is adjacent (within 1,000 straight-line feet) to the Wiehle-Reston East Metrorail Station, which will provide connections to the following Fairfax Connector bus routes following the Silver Line Phase II service adjustment: 507, 552, 557, 558, 951, 952, RIBS1, RIBS2, and RIBS3. The potential for connections between Route 599 and local routes that serve minorities was estimated based on the Title VI minority designation of the proposed routes, which indicated if at least one-third of the route is within minority census block groups. Based on that analysis, Route 951 and Route 952 are minority routes. As such, adjustments to

²

https://www.fairfaxcounty.gov/connector/sites/connector/files/assets/documents/pdf/routes/sl_fastfacts_up_date.pdf

the fare structure on Route 599 will make the route more viable as a connection for the surrounding minority populations and low-income households.

Public Engagement

The proposed fare change and mitigation as described in this analysis was presented to the public in April 2022 during a public meeting. In regards to the online survey for the Route 599 fare reduction, 15 of the 17 responses were positive. Outcomes of the public engagement process are recorded as part of this document in Attachment III.

Conclusion

The Title VI fare equity analysis indicated the proposed fare change on Route 599 may have a DI on the minority population and a DB on low-income households based on 2019 rider survey data. Considering the enhanced bus route and rail connections and the systemwide fare subsidy for low-income persons using the TRIP grant, this analysis finds that implementation of the proposed alternative fare change is consistent with FTA and Fairfax County Title VI guidelines and has a substantial legitimate justification. Furthermore, there are no other alternative fare changes to Route 599 that will result in a less DI or DB than the alternative presented in this analysis.

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ACTION – 8

Designation of the Somos at McLean Metro Site as a Revitalization Area (Providence District)

ISSUE:

The Board is requested to designate the Somos at McLean Metro (Somos) site as a Revitalization Area pursuant to Virginia Code § 36-55.30:2.

RECOMMENDATION:

The County Executive recommends that the Board designate the Somos site as a Revitalization Area, for the purpose of facilitating Low-Income Housing Tax Credits (LIHTC).

TIMING:

Board action is requested on August 2, 2022. Board revitalization area designation is requested for the development partner to meet the March 2023 deadline for submitting its Low-Income Housing Tax Credit application to Virginia Housing (VH), formerly known as the Virginia Housing Development Authority.

BACKGROUND:

The SOMOS property is located on 1750 Old Meadow Road in the Providence District. The property is 4.00 acres identified by Tax Map No. 0294-06-0100A. SCG Development Partners, LLC (SCG) is under contract to purchase the Somos property.

The Project includes demolition of the existing office building and construction of approximately 450 affordable rental units in two buildings: one building of five stories in the rear over existing structured parking with approximately 200 units and a second building of eight stories in the front with approximately 250 units. The Project will also include up to 5,000 square feet for commercial use. The maximum rents shall be affordable to households with incomes at or below 60 percent of the Area Median Income (AMI) as published annually by the U.S. Department of Housing and Urban Development.

Revitalization Area Designation and Tax Credit Application:

Applying for Low-Income Housing Tax Credits, which is a critical source of project funding, is a highly competitive process, with points awarded by VH to projects that meet specific criteria. A project is eligible for 15 additional points if the site is designated

as a Revitalization Area as described in Virginia Code § 36-55.30:2 (VH Revitalization Statute). If the Somos property is designated by the Board as a “Revitalization Area”, the designation will be used solely for the purpose of receiving additional points for the nine percent tax credit application. The designation will in no manner affect any areas in Fairfax County that have, or in the future may be, determined by the Board to be Revitalization Areas or Revitalization Districts pursuant to Board actions on the County Comprehensive Plan that are separate and distinct from those set forth in the VH Revitalization Statute.

Staff has determined that the Somos property meets the above-referenced code definition because (i) the development of the area will benefit Fairfax County, but this area lacks the housing needed to induce, among other things, the commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings, to locate or remain in this area, and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within this area and thereby create a desirable economic mix of residents in such area.

To receive the 15 points, a County Board resolution is needed to designate the development site as a Revitalization Area pursuant to the VH Revitalization Statute criteria (Attachment 1).

FISCAL IMPACT:

None.

EQUITY IMPACT:

Somos will provide equitable access to reasonably priced housing for approximately 450 households in the eastern portion of Tysons, an emerging high opportunity area of Fairfax County. The transformation of Tysons from a suburban center of commerce into an urban “downtown” characterized by eight safe, walkable, transit oriented mixed-use residential neighborhoods, each with convenient access to employment opportunities, recreation amenities and community services is well underway. Since 2010, over 44,000 new residential units have been approved for development throughout Tysons to dramatically increase the opportunity for residents to live within this vibrant employment center. As of August 1, 2021, a total of 752 of the 4,081 overall residential units delivered in Tysons serve low and moderate-income households through the Fairfax County Affordable Dwelling Unit/Workforce Dwelling Unit (ADU/WDU) Program, according to the 2020-2021 Annual Tysons Report. The affordable housing

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opportunities in Tysons have been rental housing opportunities to date, and homeownership remains largely out of reach in Tysons for low- and moderate-income families.

The 450 affordable rental units at Somos will help achieve the county goal of increasing the supply of affordable housing with a minimum of 10,000 new units by 2034 to meet the needs of working families. With Fairfax County's Area Median Income at \$129,000 (for a family of four), the delivery of Somos will provide crucial housing for families earning a range of incomes up to 60 percent of the Area Median Income (\$77,500 for a family of four). Further, the location of the proposed units in the Tysons Urban Center aligns with the One Fairfax Policy, which recommends, in part, (i) the implementation of housing policies and practices that encourage all who want to live in Fairfax to be able to do so, and (ii) the providing of a full spectrum of housing opportunities across the county, most notably those in mixed-use areas that are accessible to multiple modes of transport. The Somos project will promote opportunities for everyone to fully participate in the region's economic vitality, contribute to its readiness for the future, and connect to its assets and resources.

ENCLOSED DOCUMENTS:

Attachment 1 – Virginia Housing Revitalization Statute Criteria

Attachment 2 – Resolution – Somos Property

Attachment 3 – Location Map – Somos Property

STAFF:

Christopher Leonard, Deputy County Executive

Thomas Fleetwood, Director, Department of Housing and Community Development (HCD)

Teresa Lepe, Special Assistant to the Director, HCD

Mark Buenavista, Division Director, Design, Development and Construction, HCD

Tony Esse, Associate Division Director, Design, Development and Construction, HCD

ASSIGNED COUNSEL:

Cynthia A. Bailey, Deputy County Attorney

Alan Weiss, Assistant County Attorney

Rodger Nayak, Assistant County Attorney



Revitalization Area

General Instructions

Revitalization areas are defined in Virginia Code §36-55.30:2.A.

Designation

To qualify for revitalization area points, select one of the following (and provide adequate documentation):

1. The development is located in a Qualified Census Tract, as defined by HUD. (10 points)
2. The development is located in a census tract wherein 70% or more of the families have incomes which are \leq 80% statewide median income. **NOTE:** These census tracts are included in the definition of target area for single-family purposes, but do not include ACEDS. (10 points)
3. The development is located in an already established redevelopment area, conservation area or rehabilitation district created by a city or county, pursuant to §36-1 et seq. Documentation must show area boundaries and support that the development lies within those boundaries. (10 points)
4. The development is located in a Housing Rehabilitation Zone established through an ordinance created by a city, county or town pursuant to §36-55.64. Documentation must include a copy of the ordinance with support that the development lies within the Rehabilitation Zone. (15 points)
5. The development is located in a defined revitalization area. Documentation must include a resolution from the locality supporting the development's location within the revitalization area. See language below. (15 points)

*The above-referenced development is located in a Revitalization Area in the Town/City/County of _____, Virginia. The revitalization area is (i) **either** (1) blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions- dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality or condition, **or** (2) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; **and** (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.*

Delete the language that does not apply, (i)(1) or (i)(2) above.

6. The development is located in a Qualified Opportunity Zone and has a binding commitment of funding. Documentation must include a firm commitment of funding from a Qualified Opportunity Fund (QOF). Evidence of the self-certification to become a QOF must be provided with the commitment for funding. (15 points)

RESOLUTION OF BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA
DESIGNATING THE SOMOS AT MCLEAN METRO HOUSING PROPERTY
REVITALIZATION AREA PURSUANT TO VIRGINIA CODE § 36-55.30:2

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on August 2, 2022, at which quorum was present and voting, the following was adopted:

WHEREAS, pursuant to the provisions of the Public-Private Education Facilities and Infrastructure Act of 2002, as amended, the SCG Development Partners, LLC (SCG) (the “Developer”) has proposed to construct approximately 450 affordable rental housing units (the “Development”) on a site located at 1750 Old Meadow Rd. in the Providence District as shown on Attachment 3 (the “Location Map”).

WHEREAS, the Developer’s financing plan for the Development includes, among other things, an application to Virginia Housing for competitive nine percent tax credits pertaining to a portion of the proposed Development.

WHEREAS, the Virginia Housing tax credit evaluation process provides that 15 additional points may be awarded to projects that meet the definition of a revitalization area pursuant to Virginia Code § 36-55-30:2 (“Revitalization Area”) and have been so designated by resolution of the governing body in which the Revitalization Area is located.

WHEREAS, the definition of a Revitalization Area used in Virginia Code § 36-55-30:2 is separate and distinct from terms “Revitalization Area” and “Revitalization District” as used in the various comprehensive plans for Fairfax County, Virginia. Any designation of the Development Site as a Revitalization Area does not in any manner affect any areas of the County that have been, or in the future may be, determined by the Board to be Revitalization Areas or Revitalization Districts.

WHEREAS, the Development Site meets the standards for a Revitalization Area as described in Virginia Code § 36-55-30:2, namely that (i) the development of the Development Site will benefit Fairfax County, but that such area lacks the housing needed to induce, among other things, the commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings, to locate or remain in such area, and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

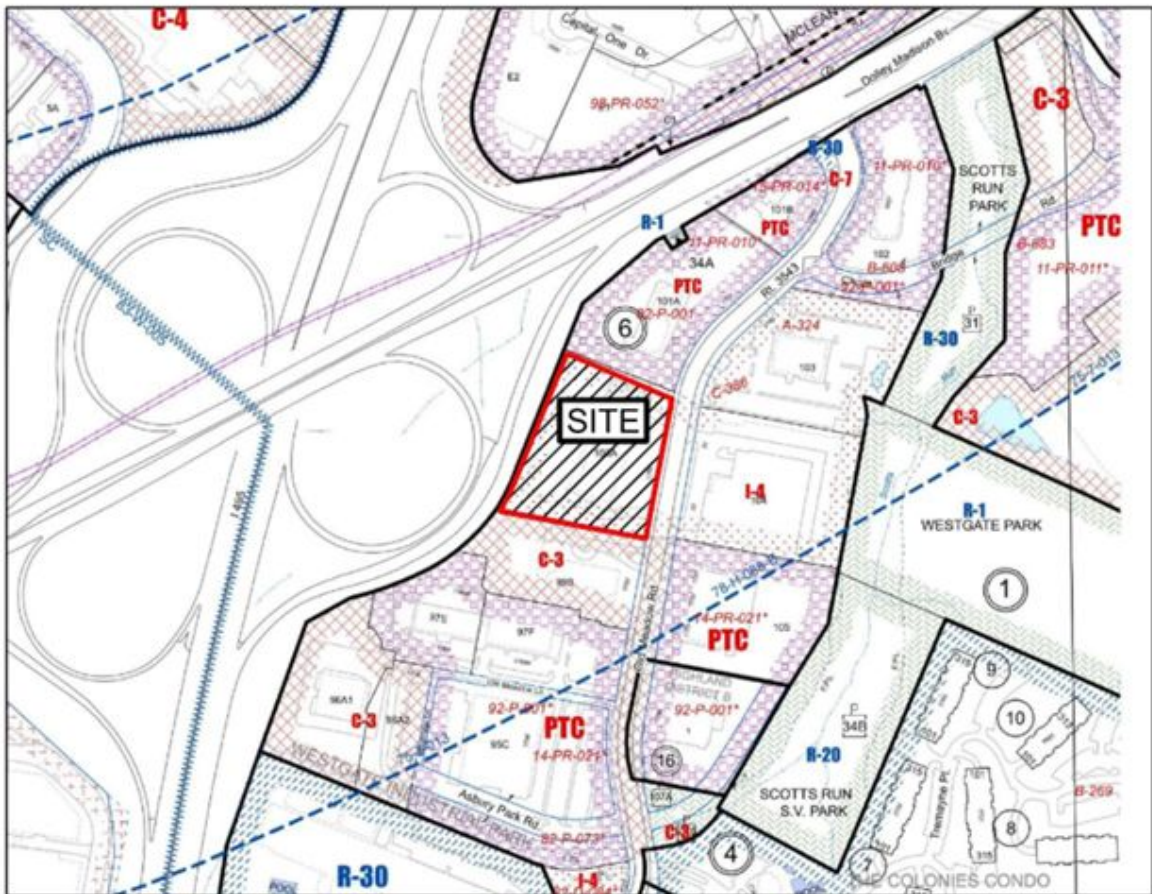
NOW, THEREFORE, THE BOARD HEREBY DETERMINES as follows:

The above-referenced proposed Development is located in an area that is hereby designated a Revitalization Area in Fairfax County, Virginia in accordance with Virginia Code § 36-55-30:2. The Board has determined that (i) the commercial or other economic development of the Revitalization Area will benefit Fairfax County, but that this area lacks the housing needed to induce, among other things, the commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings, to locate or remain in this area, and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in this area and will induce other persons and families to live within this area and thereby create a desirable economic mix of residents in such area.

ADOPTED this day 2nd day of August 2022.

A Copy – Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



CLOSED SESSION:

- (a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).
- (b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).
- (c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, and consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel pursuant to Virginia Code § 2.2-3711(A) (7).
 - 1. *Claim of Ryan Posey on behalf of Kareem Bashir related to incident on December 27, 2017*
 - 2. *Approval of Northern Virginia Law Enforcement Mutual Aid Agreement of 2022*
 - 3. *Dedric Lattimore v. Officer M. DeAvies, Case No. 1:21-cv-1165 (E.D. Va.)*
 - 4. *Lolita R. Matammu v. County of Fairfax, Virginia a/k/a/ Fairfax County Health Department, Case No. 1:20-cv-1468 (E.D. Va.)*
 - 5. *Patrick O. Lockhart, individually and as parent and next friend of B.L. and K.L. v. Commonwealth of Virginia, et al., Case No. 1:21-cv-00710 (E.D.Va.)*
 - 6. *Elio R. Rodriguez and The Hartford Underwriters Insurance Company, as subrogee of Envirogrow Lawn & Landscaping, Inc. v. Michael Anthony Hartsell, CL-2021-0005154 (Fx. Co. Cir. Ct.)*
 - 7. *Randy E. Jacobs v. State Farm Mutual Automobile Insurance Company, Nationwide Property & Casualty Insurance Company, County of Fairfax, Corvel Corporation, and Maurice Jett, Case No. CL-2022-0004592 (Fx. Co. Cir. Ct.)*
 - 8. *Pamela Clarke v. Darwin Ramos Rivas and Fairfax County, Virginia, Case No. GV21-014412 (P.W. Co. Gen. Dist. Ct.); and Christopher Clarke v. Darwin Ramos Rivas and Fairfax County, Virginia, Case No. GV21-014411 (P.W. Co. Gen. Dist. Ct.)*
 - 9. *Kimberly Molitor, by GEICO (subrogee) v. Tiffany Hope Horton; Case No. GV21-003424 (Stafford Co. Gen. Dist. Ct.)*

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10. *Henry Reuter v. Tiffany Hope Horton*; Case No. GV22-000290 (Stafford Co. Gen. Dist. Ct.)
11. *Hiba Aziz, Building Official for Fairfax County, Virginia v. Alberto Gonzolo Acha*, Case No. GV21-007671 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
12. *Jay Riat, Building Official for Fairfax County, Virginia v. Victor Silva and Rocio Sarmiento*, Case No. GV21-017380 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
13. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Nhung Tuyet T. Tran*, Case No. CL-2022-0000433 (Fx. Co. Cir. Ct.) (Mason District)
14. *Jack Weyant, Property Maintenance Code Official for Fairfax County, Virginia v. William G. Ramey, Jr.*, Case No. CL-2022-0008885 (Fx. Co. Cir. Ct.) (Mason District)
15. *Jay Riat, Building Official for Fairfax County, Virginia v. Faiz Ullah*, Case No. GV22-004391 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
16. *Jay Riat, Building Official for Fairfax County, Virginia v. David Sisson*, Case No. GV22-006734 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
17. *Jay Riat, Building Official for Fairfax County, Virginia v. Henry Wayne Huang*, Case No. GV22-006981 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
18. *Leslie B. Johnson, Fairfax County Zoning Administrator v. 9140 Sama Group, LLC*, Case No. GV22-007333 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
19. *Jay Riat, Building Official for Fairfax County, Virginia v. Ajen Homes Designers and Builders, LLC, Ramon Blas-Espinoza, and Coralyth Blas*, Case No. CL-2022-0008529 (Fx. Co. Cir. Ct.) (Providence District)
20. *Jack Weyant, Property Maintenance Code Official for Fairfax County, Virginia v. Martin H. Heisrath*, Case No. GV22-006713 (Fx. Co. Gen. Dist. Ct.) (Providence District)
21. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Burke and Sarah J. Sorenson*, Case No. GV22-006978 (Fx. Co. Gen. Dist. Ct.) (Providence District)
22. *Jay Riat, Building Official for Fairfax County, Virginia v. Kim Dao T. Nguyen and A Di Da Charitable Buddhist Association*, Case No. CL-2022-0009400 (Fx. Co. Cir. Ct.) (Sully District)
23. *Jay Riat, Building Official for Fairfax County, Virginia v. Susan J. Price*, Case No. GV22-004152 (Fx. Co. Gen. Dist. Ct.) (Sully District)

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August 2, 2022

3:30 p.m.

Public Hearing on AF 2022-DR-00001 (AR 87-D-0002-04) (1999 Land Acquisitions LLC) to Permit Renewal of a Previously Approved Agricultural and Forestal District, Located on Approximately 43.98 Acres of Land (Dranesville District)

This property is located at 1013B Leigh Mill Rd., Great Falls, 22066. Tax Map 13-4 ((1)) 47Z.

PLANNING COMMISSION RECOMMENDATION:

On July 13, 2022, the Planning Commission voted 11-0 (Chairman Murphy was absent from the meeting) to recommend to the Board of Supervisors approval of AF 2022-DR-00001 and that Appendix F of the Fairfax County Code be amended to renew the Rhinehart Local Agricultural and Forestal District, subject to the ordinance provisions dated June 29, 2022.

ENCLOSED DOCUMENTS:

Additional information available online at:

[AF 2022-DR-00001 SR](#)

Planning Commission Action available online at:

[pcaction071322af2022-dr-00001landacquisitionsllc.pdf \(fairfaxcounty.gov\)](#)

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Leanna O'Donnell, Director, Planning Division, Department of Planning and Development (DPD)

Kelly Atkinson, Planner, DPD

Sophia Fisher, Planner, DPD

Board Agenda Item
August 2, 2022

3:30 p.m.

Public Hearing on PCA 84-M-016 (RZPA 2021-MA-00038) (The Board of Supervisors of Fairfax County, Virginia and Hollybrooke II Condominium Unit Owners Association) to Amend the Proffers for RZ 84-M-016 Previously Approved for a Multifamily Dwelling to Allow Associated Modifications to Proffers and Site Design with an Overall Density of 22.5 du/ac, Located on Approximately 11.38 Acres of Land (Mason District)

This property is located in the North East quadrant of the intersection of Leesburg Pike and Patrick Henry Drive. Tax Maps 51-3 ((36)) inclusive.

PLANNING COMMISSION RECOMMENDATION:

On July 27, 2022, the Planning Commission voted 9-0 (Commissioners Jimenez, Clarke, and Strandlie were absent from the meeting) to recommend to the Board of Supervisors the following:

- Approval of PCA 84-M-016, subject to the execution of proffered conditions consistent with those dated July 25, 2022;
- Approval of a modification to the minimum setbacks to proposed property lines in favor of that shown on the GDP;
- Approval of a waiver of the required loading space in favor of loading areas shown on the GDP;
- Approval of a waiver of the inter-parcel access connections in favor of that shown on the GDP; and

Approval of a modification to the parking requirements in favor of Parking Determination 5016-PKS-001-01 pursuant to Section 6100 of the Zoning Ordinance and the parking supply shown on the development plan dated July 08, 2022.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

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Planning Commission Meetings Video Archive available online at:
<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

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

Tabatha Cole, Planner, DPD

Board Agenda Item
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3:30 p.m.

Public Hearing on SE 2021-SU-00031 (Sandstone Care Virginia LLC) to Permit a Medical Care Facility, Located on Approximately 2.87 Acres of Land (Sully District)

This property is located at 15100 Enterprise Court, Chantilly, 20151. Tax Map 33-2 ((13)) 2 and the surrounding surface parking.

PLANNING COMMISSION RECOMMENDATION:

On July 20, 2022, the Planning Commission voted 11-0 (Chairman Murphy was not present for the vote) to recommend to the Board of Supervisors approval of SE 2021-SU-00031, subject to the proposed development conditions dated July 5, 2022.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

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

Billy O'Donnell, Planner, DPD

Board Agenda Item
August 2, 2022

3:30 p.m.

Public Hearing on RZ 2020-MA-012 (Radley Management, LLC) to Rezone from R-3, C-8, HC and SC to C-8, HC and SC to Permit Commercial Use with an Overall Floor Area Ratio (FAR) of 0.17 on Tax Map 108, 105, and 105A, and 103A, Located on Approximately 1.08 Acres of Land (Mason District)

and

Public Hearing on SEA 85-M-086-02 (Radley Management, LLC) to Amend SE 85-M-086 Previously Approved for Vehicle Sales, Rental, and Ancillary Service Establishment to Permit Modifications to Site Design and Development Conditions and Increase in Building Height at an FAR of 0.17, Located on Approximately 4.52 Acres of Land (Mason District)

This property is located on the West side of Williams Lane approximately 200 feet North of its intersection with Center Lane. Tax Map 61-2 ((1)) 108.

This property is located at 5823 Columbia Pike, 3518 and 3519 Williams Lane, Falls Church, 22041. Tax Map 61-2 ((1)) 103A, 105, 105A and 108.

PLANNING COMMISSION RECOMMENDATION:

On July 20, 2022, the Planning Commission voted 11-0 (Chairman Murphy was not present for the vote) to recommend to the Board of Supervisors the following actions:

- Approval of RZ 2020-MA-012, subject to the execution of proffered conditions consistent with those dated June 2, 2022;
- Approval of SEA 85-M-086-02, subject to the proposed development conditions dated June 28, 2022;
- Waiver of the transitional screening requirement along the southeast portion of Parcel 108 in favor of that shown on the GDP/SE Plat;
- Waiver of the peripheral parking lot landscaping requirement along the eastern property line of Parcel 105, in favor of existing conditions as shown on the GDP/SE Plat;
- A reduction of the required setback of the parking garage from future Seminary Road from a minimum of 47.47 feet to 30.35 feet and from Williams Lane a minimum of 40.4 feet to 36 feet, and 40.2 to 36 feet, as shown on the GDP/SE Plat; and

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- A waiver of the requirement to construct roadway improvements along the Columbia Pike frontage in favor of the proposed Right-of-Way (ROW) Dedication.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

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

Emma Estes, Planner, DPD

Board Agenda Item
August 2, 2022

3:30 p.m.

Public Hearing on RZ 2021-MA-00026 (Fairfax County School Board) to Rezone from R-3 to R-8 to Permit Public Use (School) with an Overall Floor Area Ratio (FAR) of 0.39, Located on Approximately 20.95 Acres of Land (Mason District)

This property is located on the East side of Peace Valley Lane, approximately 1,340 feet from Leesburg Pike, Route 7. Tax Map 61-1 ((1)) 13A.

PLANNING COMMISSION RECOMMENDATION:

On July 20, 2022, the Planning Commission voted 12-0 to recommend to the Board of Supervisors the following actions:

- Approval of RZ 2021-MA-00026, subject to the execution of proffered conditions consistent with those dated July 20, 2022, with an understanding that the applicant would clarify Proffer Number 7 before the Board of Supervisors' public hearing and reclassify it as the Justice High School Pyramid Community Working Group, instead of the Transportation and Parking Working Group; and
- Approval of a modification of the parking requirement for the high school in favor of a parking determination for Justice High School (154-PKS-001-1), pursuant to Section 6100 of the Zoning Ordinance and the parking supply shown on the development plan dated June 21, 2022.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

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

Tabatha Cole, Planner, DPD

Board Agenda Item
August 2, 2022

3:30 p.m.

Public Hearing on SEA 88-V-064-05 (The Board of Supervisors of Fairfax County) to Amend SE 88-V-064 Previously Approved for a Special Exception for an Alternate Use of a Public Facility to Permit an Alternative Use of Historic Buildings and Associated Modifications to Site Design and Development Conditions, Located on Approximately 22.61 Acres of Land (Mount Vernon District)

This property is located at 8333 Richmond Highway, Alexandria, 22309. Tax Map 101-4 ((1)) 5A, and 57,101-4 ((8)) (E) 1 and 101-4 ((7)) 1 and 39.

PLANNING COMMISSION RECOMMENDATION:

On June 29, 2022, the Planning Commission voted 11-0 (Chairman Murphy was absent from the meeting) to recommend to the Board of Supervisors the following actions:

- Approval of SEA 88-V-064-05, subject to the proposed development conditions dated June 29, 2022;
- Reaffirmation of the waiver of a service drive on Richmond Highway;
- Waiver of peripheral parking lot landscaping along the northern parking lot, adjacent to Richmond Highway, as required by 5108.5.B.2 of the Zoning Ordinance;
- Modification of the transitional screening 25-foot landscape buffer to a 20-foot landscape buffer and waiver of the barrier requirements along Mohawk Lane, as shown on the SE Plat;
- Modification of the transitional screening requirement and waiver of the barrier requirement between the subject site and Parcel 101-4 ((7)) 11 to that shown on the SEA Plat, which will allow the sidewalk connection (4) identified in Development Condition 19; and
- Approval of an overall 53% parking reduction, 196 fewer spaces, for the Mount Vernon High School renovation and adaptive reuse development, pursuant to paragraph 6.A and 6.B(1)(d) of Section 6100 of the Fairfax County Zoning Ordinance, based on the sum of the hourly parking demand and the proximity to bus facilities, as demonstrated in the parking study #18767-PKS-001, subject to the conditions dated April 6, 2022, as listed in the memorandum from Land Development Services, dated April 19, 2022 and included in Appendix 15 of the staff report.

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In a related action, the Planning Commission voted 11-0 (Chairman Murphy was absent from the meeting) to concur with the staff's determination that the adaptive reuse and renovation of the Original Mount Vernon High School, proposed under 2232-2021-MV-00022, satisfies the criteria of location, character, and extent, as specified in Section 15.2-2232 of the *Code of Virginia* as amended, and therefore is in substantially in accord to the Comprehensive Plan.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

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

Bryan Botello, Planner, DPD

Board Agenda Item
August 2, 2022

4:00 p.m.

Public Hearing on RZ 2021-SU-00024 (Integrity Capital Management LLC) to Rezone from R-1 and WS to PDH-2 and WS to Permit Residential Development with an Overall Density of 1.74 Dwelling Units Per Acre (du/ac) and Approval of the Conceptual Development Plan, and Waiver of Minimum District Size Below 2 ac, Located on Approximately 1.72 Acres of Land (Sully District)

This property is located at 13663 Sweet Woodruff Lane, Centreville, 20120. Tax Map 54-4 ((2)) 46.

PLANNING COMMISSION RECOMMENDATION:

On July 27, 2022, the Planning Commission voted 9-0 (Commissioners Jimenez, Clarke, and Strandlie were absent from the meeting) to recommend to the Board of Supervisors the following actions:

- Approval of RZ 2021-SU-00024 and its associated CDP, subject to the execution of proffered conditions consistent with those dated July 25, 2022; and
- Approval of a waiver of the minimum district size to allow a PDH-2 District of 1.72 acres.

In related action, the Planning Commission voted 9-0 (Commissioners Jimenez, Clarke, and Strandlie were absent from the meeting) to approve FDP 2021-SU-00024, subject to development conditions dated June 29, 2022.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

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

Emma Estes, Planner, DPD

Board Agenda Item
August 2, 2022

4:00 p.m.

Public Hearing on RZ 2021-MV-00025 (5904 Richmond Highway LLC) to Rezone from C-8, CRD and HC to C-3, CRD and HC to Permit Additions to the Existing Office Building to Accommodate Veterinary Hospital Uses, with an Overall Floor Area Ratio (FAR) of 0.77 and a Waiver of the Lot Width Requirement, Located on Approximately 2.53 Acres of Land (Mount Vernon District)

This property is located at North of Old Richmond Highway, approximately 450 feet West of the intersection of U.S. Route 1 and Old Richmond Highway, and South of Cameron Run Terrace. Tax Map 83-2 ((1)) 2B.

PLANNING COMMISSION RECOMMENDATION:

On July 20, 2022, the Planning Commission voted 11-0 (Chairman Murphy was not present for the vote) to recommend to the Board of Supervisors the following actions:

- Approval of RZ 2021-MV-00025, subject to the execution of proffered conditions consistent with those dated July 19, 2022;
- Approval of the waiver of the minimum lot width requirement to that as shown on the GDP; and
- Approval of the requested modifications of the transitional screening, and waiver of the barrier requirement along the northern property line to that shown on the GDP.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

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

Kimia Zolfagharian, Planner, DPD

Board Agenda Item
August 2, 2022

4:00 p.m.

Public Hearing on PCA 82-P-069-23-01 (RZPA 2021-SP-00021) (Enclave Fl. Corp.) to Amend the Proffers and Conceptual Development Plans for RZ 82-P-069 Previously Approved for Residential Mixed-Use Development to Permit Modifications to Proffers with no Changes to the Overall Approved Mix of Uses, Located on Approximately 13.74 Acres of Land (Springfield District) (Concurrent with PCA 82-P-069-24/CDPA 82-P-069-03-05 (RZPA 2021-SP-00022), PCA 82-P-069-18-02 (RZPA 2021-SP-00023) and PCA 82-P-069-17-02 (RZPA 2021-SP-00024)

and

Public Hearing on PCA 82-P-069-24/CDPA 82-P-069-03-05 (RZPA 2021-SP-00022) (Fair Lakes Crabhouse L.C.) to Amend the Proffers and Conceptual Development Plan for RZ 82-P-069, Previously Approved for Mixed Uses, to Permit Self-Storage and Associated Modifications to Proffers and Site Design at a Floor Area Ratio (FAR) of 1.37, Located on Approximately 2.12 Acres of Land (Springfield District) (Concurrent with RZPA 2021-SP-00021 (PCA 82-P-069-23-01, RZPA 2021-SP-00023 (PCA 82-P-069-18-02) and RZPA 2021-SP-00024 (PCA 82-P-069-17-02)

and

Public Hearing on PCA 82-P-069-18-02 (RZPA 2021-SP-00023) (Enclave Fl. Corp) to Amend the Proffers for RZ 82-P-069 Previously Approved for Mixed Use to Permit Modifications to Proffers with no Changes to the Overall Approved Mix of Uses, Located on Approximately 13.96 Acres of Land (Springfield District) (Concurrent with RZPA 2021-SP-00021 (PCA 82-P-069-23-01, RZPA 2021-SP-00022 (PCA 82-P-069-24/CDPA 82-P-069-03-05) and RZPA 2021-SP-00024 (PCA 82-P-069-17-02)

and

Public Hearing on PCA 82-P-069-17-02 (RZPA 2021-SP-00024) (Enclave Fl. Corp.) to Amend the Proffers for RZ 82-P-069 Previously Approved for Mixed Use to Permit Modifications to Proffers with no Changes to the Overall Approved Mix of Uses, Located on Approximately 5.59 Acres of Land (Springfield District) (Concurrent with RZPA 2021-SP-00021 (PCA 82-P-069-23-01, RZPA 2021-SP-00022 (PCA 82-P-069-24/ CDPA 82-P-069-03-05) and RZPA 2021-SP-00023 (PCA 82-P-069-18-02)

This property is located on the North East quadrant of the intersection of Fairfax County Parkway and Fair Lakes Parkway. Tax Map 45-4 ((21)) A1.

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This property is located approximately 165 feet from the intersection of Shoppes Lane and Fair Lakes Parkway. Tax Map 45-4 ((11)) 7C1; 55-2 ((5)) A2.

This property is located approximately 450 feet South West of West intersection of Fair Lakes Parkway and Fair Lakes Circle. Tax Map 55-2 ((4)), 12, 16, 19 and 26A

This property is located approximately 450 feet South West of West intersection of Fair Lakes Parkway and Fair Lakes Circle. Tax Map 55-2 ((1)) 6A and 8A2.

PLANNING COMMISSION RECOMMENDATION:

On July 20, 2022, the Planning Commission voted 12-0 to recommend to the Board of Supervisors the following actions:

- Approval of PCA 82-P-069-23-01, subject to the execution of proffered conditions consistent with those dated April 4, 2022;
- Approval of PCA 82-P-069-24 and the associated conceptual development plan amendment, subject to the execution of proffered conditions consistent with those dated June 16, 2022;
- Approval of PCA 82-P-069-17-02, subject to the execution of proffered conditions consistent with those dated April 4, 2022;
- Approval of PCA 82-P-069-18-02, subject to the execution of proffered conditions consistent with those dated April 4, 2022;
- Reaffirmation of the following modifications and waivers for PCA 82-P-069-23, PCA 82-P-069-17, and PCA 82-P-069-18:
 - Waiver to permit the maximum length of a private street to exceed 600 feet;
 - Modification of minimum 200 square-foot privacy yard for each single family attached dwelling in Land Bay VI-A;
 - Modification of the Zoning Ordinance to allow residential Gross Floor Area of dwellings as a secondary use to exceed 50 percent of the Gross Floor Area of principal uses in Fair Lakes;

Board Agenda Item
August 2, 2022

- Modification of transitional screening and a waiver of the barrier requirements between the residential and continuing care facility or residential and independent living facility; and
 - Waiver of barrier requirements between the residential and continuing care facility or residential and independent living facility.
- Approval of the following new waiver request for PCA 82-P-069-24:
 - Modification of the loading space requirement in favor of the loading shown on the CDPA/FDPA.

In a related action, the Planning Commission voted 12-0 to approve the following:

- FDPA 82-P-069-01-20, subject to the Board of Supervisors' approval of the concurrent proffered condition amendment application and the proposed development conditions dated July 18, 2022; and
- FDPA 82-P-069-07-08, subject to the Board of Supervisors' approval of the concurrent proffered condition amendment application and the proposed development conditions dated July 18, 2022.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)
Emma Estes, Planner, DPD

Board Agenda Item
August 2, 2022

4:00 p.m.

Public Hearing on PCA 93-H-004-02/CDPA 93-H-004 (WS-ADW Owner LLC) to Amend the Proffers and Conceptual Development Plan Development Plan for RZ 93-H-004, Previously Approved for Office at a 0.62 Floor Area Ratio (FAR) to Add a Mixed Use Option for Residential Development up to a 0.50 FAR and Associated Modifications to Proffers and Site Design, Located on Approximately 28.29 Acres of Land (Hunter Mill District)

This property is located on the North side of Sunset Hills Road, South and West sides of American Dream Way. Tax Map 17-4 ((1)) 35D and 36B.

PLANNING COMMISSION RECOMMENDATION:

On June 29, 2022, the Planning Commission voted 10-1 (Chairman Murphy was absent from the meeting. Commissioner Strandlie voted in opposition) to recommend to the Board of Supervisors the following actions:

- Approval of PCA 93-H-004-02, subject to the execution of proffered conditions consistent with those dated June 27, 2022;
- Approval of CDPA 93-H-004;
- Waiver of subsection 2105.4.B(2) to allow for a privacy yard less than 200 square feet;
- Modification of subsection 2105.4(C)1(a)1 to permit the gross floor area of residential uses to exceed 50 percent of the gross floor area of principal uses (office);
- Modification of subsection 5100.2.C(5) to allow a parapet wall, cornice, or similar projection to exceed the height limit established by more than three (3) feet but not more than twelve (12) feet for office uses and not more than 3.5 feet for residential uses;
- Modification of subsection 5107.3.A(2) to allow private streets less than twenty-four (24) feet in width;
- Waiver of subsection 5107.3.A(3) to allow private streets in excess of six hundred (600) feet in length;

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August 2, 2022

- Waiver of subsection 5108.5.A(1)(a) for interior parking lot landscaping of above grade parking structures, interim surface parking lots during construction, and parallel parking on private streets, as demonstrated on the CDPA/FDPA;
- Waiver of subsection 5108.5.B(1) and 5108.5.B(2) for peripheral landscaping of above-grade parking structures, interim surface parking lots during construction, and parallel parking on private streets, as demonstrated on the CDPA/FDPA;
- Modification of subsection 5108.6(A)(1) for transitional screening and barriers in favor of that demonstrated on the CDPA/FDPA;
- Modification of subsection 6100.4 to permit tandem parking spaces to count towards minimum parking requirements for the stacked townhome units;
- Waiver of subsection 6101.3 to omit loading space requirements for the stacked townhome units;
- Waiver of subsection 8100.7.E(2) requiring construction of the stream valley trail, and on-street bike lanes and a trail along Sunset Hills Road in favor of the onsite trail network and right-of-way dedication along Sunset Hills Roads, as demonstrated on the CDPA/FDPA;
- Waiver of subsection 8100.7.E(3) requiring additional inter-parcel access to adjoining parcels; and
- Modification of subsection 8100.7.E(4) to not require further dedication, construction, or widening of existing roads beyond that which is indicated on the CDPA/FDPA and proffers.

In a related action, the Planning Commission voted 10-1 (Chairman Murphy was absent from the meeting. Commissioner Strandlie voted in opposition) to approve FDPA 93-H-004-02-01, subject to the development conditions dated June 10, 2022.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

Board Agenda Item
August 2, 2022

STAFF:

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

Katie Quinn, Planner, DPD

Board Agenda Item
August 2, 2022

4:00 p.m.

Public Hearing on SE 2021-SP-00023 (Clementine Twin Lakes, LLC D.B.A. Clementine Fairfax) to Permit a Congregate Living Facility, Located on Approximately 217,821 Square Feet of Land (Springfield District)

This property is located at 11329 Henderson Road, Fairfax Station, 22039. Tax Map 95-2 ((5)) 9A.

PLANNING COMMISSION RECOMMENDATION:

On June 22, 2022, the Planning Commission voted 12-0 to recommend the following:

- Approval of SE 2021-SP-00023, subject to the development conditions dated May 10, 2022;
- Waiver of the loading space requirement;
- Modification of the transitional screening requirements along all property boundaries in favor of the existing vegetation as shown on the SE Plat;
- Waiver of the barrier requirement along all property boundaries in favor of the existing vegetation as shown on the SE Plat; and
- Waiver of the trail requirements along the frontage of the property.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

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

Tabatha Cole, Planner, DPD

Board Agenda Item
August 2, 2022

4:30 p.m.

Public Hearing on Chapter 62 of the Code of the County of Fairfax, Proposed Amendments

ISSUE:

The Commonwealth of Virginia adopted the Virginia Statewide Fire Prevention Code (SFPC) which went into effect on July 1, 2021. Any local governing body may adopt regulations that are more restrictive or more extensive in scope than the SFPC within certain parameters. Chapter 62 of the Code of the County of Fairfax (attachment 1) are the local amendments to the SFPC.

RECOMMENDATION:

The County Executive recommends the approval of the amendments to Chapter 62.

TIMING:

On June 28, 2022, the Board authorized a public hearing to consider this matter on August 2, 2022.

BACKGROUND:

The (SFPC) is a maintenance code which is enforced once a structure receives a certificate of occupancy and contains the regulations which must be complied with for the protection of life property from the hazards of fire and explosion. Enforcement of the SFPC is at the option of the local governments. Fees may be charged by both the local enforcing agencies and the State Fire Marshal's Office. The SFPC contains enforcement procedures that must be used by the enforcing agency. Any local governing body may adopt regulations that are more restrictive or more extensive in scope than the SFPC within certain parameters. Chapter 62 of the Code of the County of Fairfax are the local amendments to the SFPC.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – Chapter 62

Board Agenda Item
August 2, 2022

STAFF:

Thomas Arnold, Deputy County Executive
John S. Butler, Fire Chief, Fire and Rescue
John L. Walser, Deputy Chief, Fire and Rescue

ASSIGNED COUNSEL:

Patrick V. Foltz, Assistant County Attorney

CHAPTER 62. – Fire Protection

Article 1. – In General

Section 62-1-1. – Penalty.

Any person, firm, or corporation who shall violate any of the Sections of this Chapter or any provisions of the Fire Prevention Code of Fairfax County adopted by [Section 62-2-6](#) or shall fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall fail to comply with such an order within the time fixed therein shall separately for each and every such violation and noncompliance respectively, be guilty of a violation of this Chapter and the violation shall be deemed a Class 1 misdemeanor, and shall, upon conviction, be punishable by imprisonment not to exceed twelve (12) months or by a fine not to exceed two thousand five hundred dollars (\$2,500.00) or both. Each day that a violation continues after a service of notice as provided for in this Code shall be deemed a separate offense.

Section 62-1-2. – Use of fire apparatus, equipment, etc., within Fairfax County.

- a. It shall be unlawful for any person to operate or cause to be operated, upon a public highway or street in the County, any vehicle or equipment used, intended to be used, or designed to be used for the purpose of fighting fires, unless such vehicle or equipment is owned by a recognized firefighting company of the County.
- b. For the purpose of this Section, a recognized ~~fire fighting~~ firefighting company of the County shall be construed to mean one that has been recognized as such by resolution of the Board of Supervisors.
- c. This Section shall not apply to the operation of ~~fire fighting~~ firefighting vehicles and equipment owned by any ~~fire fighting~~ firefighting company outside of the County when such vehicle or equipment is traveling in or through the County for a parade or other non-firefighting purposes or in response to a call from the ~~fire alarm headquarters~~ Fairfax County Department of Public Safety Communications.

Section 62-1-3. – Damage or injury to fire department equipment or personnel.

It shall be unlawful for any person to damage or deface, or attempt, or conspire to damage or deface any fire department vehicle at ~~anytime any time~~, or to injure, or attempt to injure, or conspire to injure fire department personnel while such personnel are in the performance of departmental duties.

Section 62-1-4. – Unlawful boarding or tampering with fire department vehicles.

It shall be unlawful for any person, without proper authorization from the fire department officer-in-charge of said vehicle, to cling to, attach himself to, climb upon or into, board, or swing upon any fire department vehicle, whether such vehicle is in motion or at rest, or to sound any warning device thereon, or to manipulate, tamper with or destroy, or attempt to

manipulate, tamper with or destroy any lever, valve, switch, starting device, brake, pump, or any equipment, protective clothing, or tool on or a part of such fire department vehicle.

ARTICLE 2. – Fire Marshal

Section 62-2-1. County Fire Marshal and Deputy Fire Marshal – Creation of office; appointment; powers and duties generally.

~~The Office of County Fire Marshal~~ The Fairfax County Office of the Fire Marshal is hereby created. The County Executive shall appoint a County Fire Marshal whose powers and duties shall be as set forth in this Chapter. ~~He shall receive such annual salary as the Board of Supervisors may allow.~~

Section 62-2-2. – Same – Tenure.

The County Fire Marshal shall not be appointed for a definite tenure but shall continue contingent upon and subject to the personnel rules of the County.

Section 62-2-3. Oaths of ~~fire~~ Fire marshal ~~Marshal~~ and ~~members of his staff~~ Technical Assistants to the Fire Marshal.

The County Fire Marshal, Deputy County Fire Marshal, and ~~members of the fire marshal's staff~~ Technical Assistants to the Fire Marshal, before entering upon their duties, shall, respectively, take an oath, before any officer authorized to administer oaths, faithfully to discharge the duties of their office.

Section 62-2-4. Investigation and notification of fires and injuries.

- a. The Fire Marshal shall investigate or cause to be investigated, every fire or explosion occurring within the County that is of a suspicious nature, or which involves the loss of life, or causes injury to persons, or causes destruction of or damage to property. Such investigation shall be made at the time of the fire or at a subsequent time, depending on the nature and circumstances of the fire. The Fire Marshal shall take charge immediately of the physical evidence, and in order to preserve any physical evidence relating to the cause or origin of such fire or explosion, take means to prevent access by any person or persons to such building, structure, or premises until such evidence has been properly processed. ~~The County Police Department~~ appropriate police department, upon request of the County Fire Marshal, shall assist in the investigation, as needed. The results of any such investigation shall be forwarded by the Fire Marshal to the Commonwealth's Attorney for proper disposition.
- b. A medical professional who is primarily responsible for the treatment of an individual for a burn injury described below shall, as soon as practicable, notify the Fairfax County Fire Marshal and the Department of Public Safety Communications. The treating physician or designee shall be responsible for giving the notice required by this section.

1. The provisions of this subsection apply to:
 - i. any burn injury from the result of direct flame contact causing 2nd degree burns (partial thickness) to 5 percent or more of the patient's body and all 3rd degree burns (full thickness), regardless of the percentage of burned area.
 - ii. all chemical burns regardless of severity.
 - iii. any upper respiratory burn injury requiring advanced airway intervention and/or support.
 - iv. any burn injury which causes death or
 - v. any burn injury which is likely to cause death.
2. The provisions of this section do not apply to sunburn.
3. Notice under this section shall include:
 - i. The name and address of the patient, if known.
 - ii. A description of the burn injury.
 - iii. The reported cause of the burn injury, if given.
 - iv. The patient's prognosis.
 - v. Any other fact concerning the burn injury which may assist in determining the origin and cause of the fire.

Section 62-2-5. — Powers of arrest.

The Fire Marshal and all members of the Fire Marshal 's staff permitted under Title 27 of the Code of Virginia to do so shall have the same police powers as a regular member of the County Police Department in the investigation and prosecution of all offenses involving fires, fire bombings, bombings, attempts or threats to commit such offenses, false alarms relating to such offenses, possession and manufacture of explosive devices, substances, and fire bombs, storage, use, and transportation of hazardous materials and hazardous waste, environmental crimes, and other offenses involving the calling or summoning of fire or rescue equipment without just cause in violation of the Code of Virginia or the Code of the County of Fairfax, and other criminal or civil offenses arising out of or incidental to the investigation of the enumerated offenses.

Section 62-2-6. Enforcement of the Virginia Statewide and Fairfax County Fire Prevention Codes.

The County of Fairfax shall enforce the Virginia Statewide Fire Prevention Code promulgated by the Board of Housing and Community Development of the Commonwealth of Virginia pursuant to Section 27-98 of the Code of Virginia. The provisions of the Virginia Statewide Fire Prevention Code and the Fire Prevention Code of the County of Fairfax shall be enforced by the County Fire Marshal, and, under the authority of the Fire Marshal, by the Deputy County Fire Marshal and members of the Fire Marshal's staff, also herein referred to as the Office of the Fire Marshal, Fire Marshal's Office, the Fire Marshal, members of the Fire

1 Marshal's staff, the Fire Prevention Division, code official, fire code official, or the fire official.
2 The Fire Marshal, the Deputy Fire Marshal, and members of the Fire Marshal's staff shall
3 have all the powers of the local fire official and the local arson investigator and the local fire
4 marshal and their assistants set forth in Title 27 of the Code of Virginia, and all of the powers
5 of the fire official and the enforcing agency set forth in the Virginia Statewide Fire Prevention
6 Code and the Fire Prevention Code of the County of Fairfax.

7
8 **Section 62-2-7. – Fairfax County Fire Prevention Code.**
9

10 The regulations set forth herein shall be known as the Fire Prevention Code of the
11 County of Fairfax and shall be herein referred to as such or as this Code.
12

13 **Section 62-2-8. – Amendments, additions, deletions to the Virginia Statewide Fire**
14 **Prevention Code.**
15

16 The Virginia Statewide Fire Prevention Code is hereby amended and changed pursuant
17 to Section 27-97 of the Code of Virginia in the following respects:
18

19 **106.3.2 Inspection by others.** Add Subsection as follows: **106.3.2 Inspection by**
20 **others.** The Chief of the Fire Department may designate such other persons as they deem
21 necessary to make fire safety inspections. Such persons shall use the Virginia Statewide
22 Fire Prevention Code and this Code as the basis for such inspections.
23

24 **106.8 Summoning the fire marshal.** Add Subsection as follows: **106.8 Summoning**
25 **the fire marshal.** The fire department officer-in-charge of any fire, explosion, or incident scene
26 shall immediately summons the fire marshal to such scene to investigate the circumstances
27 involved where such circumstances require investigation as outlined in Section 62-2-4 of this
28 Code.
29

30 **106.9 Notification of fire department.** Add Subsection as follows: **106.9 Notification**
31 **of fire department.** In any building, when a fire or evidence of a fire is discovered, even
32 though it has apparently been extinguished, it shall be immediately reported to the chief of the
33 fire department, or his designee. This shall be the duty of the owner, manager, or person in
34 control of such building at the time of discovery. This requirement shall not be construed to
35 forbid the owner, manager, or person in control of said building from using all diligence
36 necessary to extinguish such fire prior to the arrival of the fire department.
37

Table 107.2				
<u>Line</u> #	<u>Code</u> Reference	FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	<i>Flat Fee</i>	<i>Hourl y Fee</i>
Section 1 - Detailed Operational Permit Requirements				
<u>1a</u>	<u>5101.2</u>	Aerosol Products, Level 2 or 3: Store or Handle, an Aggregate Quantity in Excess of 500 Pounds Net Weight	\$150	
<u>4</u> <u>1b</u>	<u>108.1.1</u> <u>5101.2</u>	Aerosol Products, Level 2 or 3: Manufacture, Store, or Handle, an Aggregate Quantity in Excess of 500 Pounds Net Weight	\$150	
<u>2</u>	<u>108.1.1</u>	Special Amusement Buildings	\$150	
<u>3</u>	<u>108.1.1</u> <u>2001.3</u> <u>2301.2</u> <u>5301.2</u>	Aviation Facilities (Group H or S Occupancies): Aircraft Servicing or Repair and Aircraft Fuel Servicing Vehicles	\$150	
<u>4</u>	<u>108.1.1</u> <u>403.11.2</u> <u>403.11.3</u>	Carnivals, Circuses, Fairs, and Festivals Outdoor Assembly 500 persons or more (except A or E use groups) Outdoor Assembly 1000 persons or more (30-Day Permit)	\$150	
<u>5</u>	<u>108.1.1</u> <u>601.2</u>	Battery Systems: Install Stationary Lead-Acid Battery Systems Having a Liquid Capacity of More Than 50 Gallons	\$150	
<u>6a</u>	<u>108.1.1</u> <u>6501.2</u>	Cellulose Nitrate (Pyroxylin Plastic): Assembly or Manufacturing of Articles Involving Any Amount	\$150	
<u>76b</u>	<u>108.1.1</u> <u>6501.2</u>	Cellulose Nitrate (Pyroxylin Plastic): Storage or Handling, More Than 25 Pounds	\$150	
<u>87</u>	<u>108.1.1</u> <u>301.2</u>	Cellulose Nitrate Film: Store, Handle, or Use Store, Use, or Handle, in a Group A Occupancy	\$150	
<u>98</u>	<u>108.1.1</u> <u>2201.2</u>	Combustible Dust Producing Operations	\$150	
<u>109</u>	<u>108.1.1</u> <u>5201.3</u>	Combustible Fibers: Storage and Handling of Greater Than 100 Cubic Feet Exception: Agricultural Storage	\$150	
<u>10a</u>	<u>5301.2</u> <u>5001.5</u> <u>5401.2</u>	Compressed Gas - Corrosive: Store or Handle, in Excess of 200 Cubic Feet at Normal Temperature and Pressure Exception: Vehicles Equipped For and Using Compressed Gas as a Fuel for Propelling the Vehicle	\$150	
<u>11</u> <u>10b</u>	<u>108.1.1</u> <u>5301.2</u> <u>5001.5</u> <u>5401.2</u>	Compressed Gas - Corrosive: Storage, Use, or Handling, Store, Use, or Handle, in Excess of 200 Cubic Feet at Normal Temperature and Pressure Exception: Vehicles Equipped For and Using Compressed Gas as a Fuel for Propelling the Vehicle	\$150	
<u>11a</u>	<u>5301.2</u> <u>2301.2</u> <u>5001.5</u> <u>5501.2</u> <u>5801.2</u> <u>6101.2</u>	Compressed Gas - Flammable: Store or Handle, in Excess of 200 Cubic Feet at Normal Temperature and Pressure including Hydrogen Gases stored in Metal Hydrides. Exceptions: -1. Vehicles Equipped For and Using Compressed Gas as a Fuel for Propelling the Vehicle -2. Cryogenic Fluids and Liquefied Petroleum Gases	\$150	
<u>12</u> <u>11b</u>	<u>108.1.1</u> <u>5301.2</u> <u>2301.2</u> <u>5001.5</u> <u>5501.2</u> <u>5801.2</u> <u>6101.2</u>	Compressed Gas - Flammable: Storage, Use, or Handling, Store, Use, or Handle, in Excess of 200 Cubic Feet at Normal Temperature and Pressure including hydrogen gases stored in metal hydrides. Exceptions: -1. Vehicles Equipped For and Using Compressed Gas as a Fuel for Propelling the Vehicle -2. Cryogenic Fluids and Liquefied Petroleum Gases	\$150	
<u>12a</u>	<u>5301.2</u> <u>5001.5</u> <u>6001.2</u>	Compressed Gas - Toxic or Highly Toxic: Store or Handle, Any Amount	\$150	

Table 107.2				
Line #	Code Reference	FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	Flat Fee	Hourly Fee
13 12b	108.1.1 5301.2 5001.5 6001.2	Compressed Gas – Toxic or Highly Toxic: Storage, Use, or Handling, Store, Use, or Handle, Any Amount	\$150	
13a	5301.2 5001.5	Compressed Gas – Inert or Simple Asphyxiant: Store or Handle, in Excess of 6000 Cubic Feet at Normal Temperature and Pressure Exception: Vehicles Equipped For and Using Compressed Gas as a Fuel for Propelling the Vehicle	\$150	
14 13b	108.1.1 5301.2 5001.5	Compressed Gas – Inert or Simple Asphyxiant: Storage, Use, or Handling, Store, Use, or Handle, in Excess of 6000 Cubic Feet at Normal Temperature and Pressure Exception: Vehicles Equipped For and Using Compressed Gas as a Fuel for Propelling the Vehicle	\$150	
14a	5301.2 5001.5 6301.2	Compressed Gas – Oxidizing (Including Oxygen): Store or Handle, in Excess of 504 Cubic Feet at Normal Temperature and Pressure Exception: Vehicles Equipped For and Using Compressed Gas as a Fuel for Propelling the Vehicle	\$150	
15 14b	108.1.1 5301.2 5001.5 6301.2	Compressed Gas – Oxidizing (Including Oxygen): Storage, Use, or Handling, Store, Use, or Handle, in Excess of 504 Cubic Feet at Normal Temperature and Pressure Exception: Vehicles Equipped For and Using Compressed Gas as a Fuel for Propelling the Vehicle	\$150	
15a	5301.2 5001.5 6401.2	Compressed Gas – Pyrophoric: Store or Handle, Any Amount	\$150	
16 15b	108.1.1 5301.2 5001.5 6401.2	Compressed Gas – Pyrophoric: Storage, Use, and Handling of Store, Use, or Handle, Any Amount	\$150	
16a	5501.2 2301.2 5001.5 5801.2	Cryogenic Fluids – Flammable: Store, Transport on Site, or Handle, More Than 1 Gallon Inside a Building or More Than 60 Gallons Outside a Building Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading	\$150	
16b	5501.2 2301.2 5001.5 5801.2	Cryogenic Fluids – Flammable: Produce, Store, Transport on Site, Use, or Handle, More Than 1 Gallon Inside a Building or More Than 60 Gallons Outside a Building Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading	\$150	
17 16c	108.1.1 5501.2 2301.2 5001.5 5801.2	Cryogenic Fluids – Flammable: Produce, Store, Transport on Site, Use, Handle, or Dispense, More Than 1 Gallon Inside a Building or More Than 60 Gallons Outside a Building Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading	\$150	
17a	5501.2	Cryogenic Fluids – Inert: Store, Transport on Site, or Handle, More Than 60 Gallons Inside a Building or More Than 500 Gallons Outside a Building Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading	\$150	

<u>Line</u> <u>#</u>		<u>Code</u> <u>Reference</u>	Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	<u>Flat</u> <u>Fee</u>	<u>Hourl</u> <u>y Fee</u>
17b		5501.2	Cryogenic Fluids – Inert: Produce, Store, Transport on Site, Use, or Handle, More Than 60 Gallons Inside a Building or More Than 500 Gallons Outside a Building Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading	\$150	
18 17c		108.1.1 5501.2	Cryogenic Fluids – Inert: Produce, Store, Transport on Site, Use, Handle, or Dispense, More Than 60 Gallons Inside a Building or More Than 500 Gallons Outside a Building Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading	\$150	
18a		5501.2 5001.5 6301.2	Cryogenic Fluids – Oxidizing (Includes Oxygen): Store, Transport on Site, or Handle, More Than 10 Gallons Inside a Building or More Than 50 Gallons Outside a Building Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading	\$150	
18b		5501.2 5001.5 6301.2	Cryogenic Fluids – Oxidizing (Includes Oxygen): Produce, Store, Transport on Site, Use, or Handle, More Than 10 Gallons Inside a Building or More Than 50 Gallons Outside a Building Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading	\$150	
19 18c		108.1.1 5501.2 5001.5 6301.2	Cryogenic Fluids – Oxidizing (Includes Oxygen): Produce, Store, Transport on Site, Use, Handle, or Dispense, More Than 10 Gallons Inside a Building or More Than 50 Gallons Outside a Building Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading	\$150	
19a		5501.2 5001.5	Cryogenic Fluids – Physical or Health Hazard Not Otherwise Specified: Store, Transport on Site, or Handle, Any Amount Inside a Building or Any Amount Outside a Building Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading	\$150	
19b		5501.2 5001.5	Cryogenic Fluids – Physical or Health Hazard Not Otherwise Specified: Produce, Store, Transport on Site, Use, or Handle, Any Amount Inside a Building or Any Amount Outside a Building Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading	\$150	
20 19c		108.1.1 5501.2 5001.5	Cryogenic Fluids – Physical or Health Hazard Not Otherwise Specified: Produce, Store, Transport on Site, Use, Handle, or Dispense, Any Amount Inside a Building or Any Amount Outside a Building Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading	\$150	
21 20		108.1.1 901.3	Commercial Kitchen Operation Requiring a Type I Hood Exception: Assembly/Educational Occupancies Having a Fire Prevention Code Permit	\$150	
22 21		108.1.1 2101.2	Dry Cleaning – Any Type Plant Using Any Class of Solvent or Changing to a More Hazardous Cleaning Solvent Used in Existing Dry Cleaning Equipment	\$150	

Table 107.2				
<u>Line</u> #	<u>Code</u> Reference	FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	<i>Flat Fee</i>	<i>Hourl y Fee</i>
23 22	108.1.1 5601.2	Explosives: Explosives Use, Each Site or Location (6 Month Permit)	\$180	
24 23	108.1.1 5601.2	Explosives: Transportation, Each Vehicle (6 Month Permit)	\$78	
25 24	108.1.1 5601.2	Explosives: Firm or Company License	\$450	
26 25	108.1.1 5601.2	Explosives: Storage and Display of Black Powder or Smokeless Propellant Indoors	\$150	
27 26	108.1.1 5601.2	Explosives: Approved Overnight Storage, Any Quantity (6 Month Permit)	\$600	
28 27	108.1.1 5601.2	Explosives: Laboratory Use (6 Month Permit)	\$150	
29 28	108.1.1 5601.2	Explosives: Temporary Storage, Any Quantity (1 day permit)	\$600	
29a	5701.4	Flammable Liquids — Class I: Store or Handle, in Excess of 5 Gallons in a Building or in Excess of 10 Gallons Outside a Building <u>Exceptions:</u> 1. Storage or Use in the Fuel Tank of a Motor Vehicle, Aircraft, Motorboat, Mobile Power Plant, or Mobile Heating Plant, Unless Such Storage, in the Opinion of the Fire Official, Would Cause an Unsafe Condition 2. Storage or Use of Paints, Oils, Varnishes, or Similar Flammable Mixtures When Such Liquids are Stored for Maintenance, Painting, or Similar Purposes for a Period of Not More Than 30 Days	\$150	
30 29b	108.1.1 5701.4	Flammable Liquids — Class I: Store, Handle, or Use Store, Use, or Handle, in Excess of 5 Gallons in a Building or in Excess of 10 Gallons Outside a Building <u>Exceptions:</u> 1. Storage or Use in the Fuel Tank of a Motor Vehicle, Aircraft, Motorboat, Mobile Power Plant, or Mobile Heating Plant, Unless Such Storage, in the Opinion of the Fire Official, Would Cause an Unsafe Condition 2. Storage or Use of Paints, Oils, Varnishes, or Similar Flammable Mixtures When Such Liquids are Stored for Maintenance, Painting, or Similar Purposes for a Period of Not More Than 30 Days	\$150	
30a	5701.4	Combustible Liquids — Class II or IIIA: Store or Handle, in Excess of 25 Gallons in a Building or in Excess of 60 Gallons Outside a Building <u>Exception:</u> Fuel Oil Used in Connection with Oil-burning Equipment	\$150	
31 30b	108.1.1 5701.4	Combustible Liquids — Class II or IIIA: Store, Handle, or Use Store, Use, or Handle, in Excess of 25 Gallons in a Building or in Excess of 60 Gallons Outside a Building <u>Exception:</u> Fuel Oil Used in Connection with Oil-burning Equipment	\$150	
32 31	108.1.1 5701.4	Flammable/Combustible Liquid Tank — Underground Storage Only	\$150	
33 32	108.1.1 5701.4	Flammable/Combustible Liquid Tank — Underground Storage Utilizing Dispensing Equipment	\$150	
34 33	108.1.1 5701.4	Flammable/Combustible Liquid Tank — Above-ground Storage Only	\$150	
35 34	108.1.1 5701.4	Flammable/Combustible Liquid Tank — Above-ground Storage Utilizing Dispensing Equipment	\$150	
36 35	108.1.1 5701.4	Flammable/Combustible Liquids: Bulk Storage Facility — in Excess of 100,000 Gallons	\$150	
37 36	108.1.1 5701.4	Flammable/Combustible Liquid Tank — Installation, Above-ground or Below-ground Underground Tank (90 Day Permit)	\$150	

Table 107.2				
<u>Line</u> #	<u>Code</u> Reference	FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	<i>Flat Fee</i>	<i>Hourl y Fee</i>
38 37	108.1.1 5701.4	Flammable/Combustible Liquid Tank – Alter or Relocate an Existing Tank (90-Day Permit)	\$150	
39 38	108.1.1 5701.4	Flammable/Combustible Liquid Tank – Place Temporarily Out of Service	\$150	
40 39	108.1.1 5701.4	Flammable/Combustible Liquid Tank – Underground Abandonment (90-Day Permit)	\$150	
41 40	108.1.1 5701.4	Flammable/Combustible Liquid Tank – Underground Removal (Commercial – 90-Day Permit)	\$150	
42 41	108.1.1 5701.4	Flammable/Combustible Liquid Tank – Underground Removal (Residential – 90-Day Permit)	\$150	
43 42	108.1.1 5701.4	Flammable/Combustible Liquid Tank – Above-ground Removal (Commercial – 90-Day Permit)	\$150	
43	5701.4	Flammable/Combustible Liquid Tank – Above-ground Removal (Residential – 90-Day Permit)	\$150	
44	108.1.1 5701.4	Flammable/Combustible Liquid Tank – Install Product Lines/Dispensing Equipment (90-Day Permit)	\$150	
45	108.1.1 5701.4	Flammable/Combustible Liquids: Manufacture, Process, Blend, or Refine	\$300	
46	108.1.1 5701.4	Flammable/Combustible Liquid Tank: Change the Contents Stored to a Greater Hazard	\$150	
47	108.1.1 2701.3	Floor Finishing or Surfacing Exceeding 350 Square Feet Using Class I or Class II Liquids (30-Day Permit)	\$78	
48	108.1.1 2501.2	Fruit- and/or Crop-Ripening Facility or Conduct a Fruit-ripening Process Using Ethylene Gas COMMENTARY 2012 edition: Changed wording to keep in agreement with VSFPC 2012	\$150	
49	108.1.1 2601.2	Fumigation or Thermal Insecticidal Fogging or Maintaining a Room, Vault or Chamber in Which a Toxic or Flammable Fumigant is Used (15-Day Permit)	\$150	
50a	5401.2 5001.5	Corrosive Liquids: Store, Transport on Site, or Dispense, in Excess of 55 Gallons	\$150	
50b	108.1.1 5401.2 5001.5	Corrosive Liquids: Store, Transport on Site, Dispense, Use, or Handle <u>Store, Transport on site, Use, Handle, or Dispense, in Excess of 55 Gallons</u>	\$150	
51a	5401.2 5001.5	Corrosive Solids: Store, Transport on Site, or Dispense, in Excess of 1000 Pounds	\$150	
51b	108.1.1 5401.2 5001.5	Corrosive Solids: Store, Transport on Site, Dispense, Use, or Handle <u>Store, Transport on site, Use, Handle, or Dispense, in Excess of 1000 Pounds</u>	\$150	
52a	5901.2 5001.5	Flammable Solids: Store, Transport on Site, or Dispense, in Excess of 100 Pounds	\$150	
52b	108.1.1 5901.2 5001.5	Flammable Solids: Store, Transport on Site, Dispense, Use, or Handle <u>Store, Transport on site, Use, Handle, or Dispense, in Excess of 100 Pounds</u>	\$150	
53a	6001.2 5001.5	Highly Toxic Liquids: Store, Transport on Site, or Dispense, Any Amount	\$150	
53b	108.1.1 6001.2 5001.5	Highly Toxic Liquids: Store, Transport on Site, Dispense, Use, or Handle <u>Store, Transport on site, Use, Handle, or Dispense, Any Amount</u>	\$150	
54a	6001.2 5001.5	Highly Toxic Solids: Store, Transport on Site, or Dispense, Any Amount	\$150	

Table 107.2				
<u>Line</u> #	<u>Code</u> Reference	FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	<i>Flat Fee</i>	<i>Hourl y Fee</i>
54b	108.1.1 6001.2 5001.5	Highly Toxic Solids: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, Any Amount	\$150	
55a	6301.2 5001.5	Oxidizing Liquids, Class 4: Store, Transport on Site, or Dispense, Any Amount	\$150	
55b	108.1.1 6301.2 5001.5	Oxidizing Liquids, Class 4: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, Any Amount	\$150	
56a	6301.2 5001.5	Oxidizing Liquids, Class 3: Store, Transport on Site, or Dispense, in Excess of 1 Gallon	\$150	
56b	108.1.1 6301.2 5001.5	Oxidizing Liquids, Class 3: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, in Excess of 1 Gallon	\$150	
57a	6301.2 5001.5	Oxidizing Liquids, Class 2: Store, Transport on Site, or Dispense, in Excess of 10 Gallons	\$150	
57b	108.1.1 6301.2 5001.5	Oxidizing Liquids, Class 2: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, in Excess of 10 Gallons	\$150	
58a	6301.2 5001.5	Oxidizing Liquids, Class 1: Store, Transport on Site, or Dispense, in Excess of 55 Gallons	\$150	
58b	108.1.1 6301.2 5001.5	Oxidizing Liquids, Class 1: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, in Excess of 55 Gallons	\$150	
59a	6301.2 5001.5	Oxidizing Solids, Class 4: Store, Transport on Site, or Dispense, Any Amount	\$150	
59b	108.1.1 6301.2 5001.5	Oxidizing Solids, Class 4: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, Any Amount	\$150	
60a	6301.2 5001.5	Oxidizing Solids, Class 3: Store, Transport on Site, or Dispense, in Excess of 10 Pounds	\$150	
60b	108.1.1 6301.2 5001.5	Oxidizing Solids, Class 3: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, in Excess of 10 Pounds	\$150	
61a	6301.2 5001.5	Oxidizing Solids, Class 2: Store, Transport on Site, or Dispense, in Excess of 100 Pounds	\$150	
61b	108.1.1 6301.2 5001.5	Oxidizing Solids, Class 2: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, in Excess of 100 Pounds	\$150	
62a	6301.2 5001.5	Oxidizing Solids, Class 1: Store, Transport on Site, or Dispense, in Excess of 500 Pounds	\$150	
62b	108.1.1 6301.2 5001.5	Oxidizing Solids, Class 1: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, in Excess of 500 Pounds	\$150	
63a	6201.2 5001.5 5601.2	Organic Peroxides, Liquid, Class I: Store, Transport on Site, or Dispense, Any Amount	\$150	
63b	108.1.1 6201.2 5001.5 5601.2	Organic Peroxides, Liquid, Class I: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, Any Amount	\$150	

Table 107.2				
Line #	Code Reference	FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	Flat Fee	Hourly Fee
64a	6201.2 5001.5 5601.2	Organic Peroxides, Liquid, Class II: Store, Transport on Site, or Dispense, Any Amount	\$150	
64b	108.1.1 6201.2 5001.5 5601.2	Organic Peroxides, Liquid, Class II: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, Any Amount	\$150	
65a	6201.2 5001.5 5601.2	Organic Peroxides, Liquid, Class III: Store, Transport on Site, or Dispense, in Excess of 1 Gallon	\$150	
65b	108.1.1 6201.2 5001.5 5601.2	Organic Peroxides, Liquid, Class III: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, in Excess of 1 Gallon	\$150	
66a	6201.2 5001.5 5601.2	Organic Peroxides, Liquid, Class IV: Store, Transport on Site, or Dispense, in Excess of 2 Gallons	\$150	
66b	108.1.1 6201.2 5001.5 5601.2	Organic Peroxides, Liquid, Class IV: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, in Excess of 2 Gallons	\$150	
67a	6201.2 5001.5 5601.2	Organic Peroxides, Solid, Class I: Store, Transport on Site, or Dispense, Use, or Handle Any Amount	\$150	
67b	108.1.1 6201.2 5001.5 5601.2	Organic Peroxides, Solid, Class I: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, Any Amount	\$150	
68a	6201.2 5001.5 5601.2	Organic Peroxides, Solid, Class II: Store, Transport on Site, or Dispense, Any Amount	\$150	
68b	108.1.1 6201.2 5001.5 5601.2	Organic Peroxides, Solid, Class II: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, Any Amount	\$150	
69a	6201.2 5001.5 5601.2	Organic Peroxides, Solid, Class III: Store, Transport on Site, or Dispense, in Excess of 10 Pounds	\$150	
69b	108.1.1 6201.2 5001.5 5601.2	Organic Peroxides, Solid, Class III: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, in Excess of 10 Pounds	\$150	
70a	6201.2 5001.5 5601.2	Organic Peroxides, Solid, Class IV: Store, Transport on Site, or Dispense, in Excess of 20 Pounds	\$150	
70b	108.1.1 6201.2 5001.5 5601.2	Organic Peroxides, Solid, Class IV: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, in Excess of 20 Pounds	\$150	
71a	6401.2 5001.5	Pyrophoric Material, Liquid: Store, Transport on Site, or Dispense, Any Amount	\$150	

Table 107.2				
<u>Line</u> #	<u>Code</u> Reference	FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	<i>Flat Fee</i>	<i>Hourl y Fee</i>
74b	108.1.1 6401.2 5001.5	Pyrophoric Material, Liquid: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, Any Amount	\$150	
72a	6401.2 5001.5	Pyrophoric Material, Solid: Store, Transport on Site, or Dispense, Any Amount	\$150	
72b	108.1.1 6401.2 5001.5	Pyrophoric Material, Solid: Store, Transport on Site, Dispense, Use, or Handle Store, Transport on site, Use, Handle, or Dispense, Any Amount	\$150	
73	108.1.1 5001.5	Hazardous Production Facilities (HPM): Store, Handle, or Use Store, Use, or Handle, Hazardous Production Materials	\$150	
74	108.1.1 3201.2 301.2 5001.5 5101.2 5201.2 5701.2	High Piled Storage: Use a Building or a Portion Thereof as a High-piled Storage Area Exceeding 500 Square Feet.	\$150	
75a	108.1.1 3501.2 5301.2	Hot Work and Welding: Public Exhibitions and Demonstrations (Each Exhibitor/Demo. – 10 Day Permit)	\$78	
76 75b	108.1.1 3501.2 5301.2	Hot Work and Welding: Small Scale Hot Work	\$150	
77 75c	108.1.1 3501.2 2001.3 5301.2	Hot Work and Welding: Fixed-Site Hot Work Equipment (Example: Welding Booth)	\$150	
78 75d	108.1.1 3501.2 2001.3 5301.2	Hot Work and Welding: Cutting or Welding, All Locations	\$150	
79 75e	108.1.1 3501.2 5301.2	Hot Work and Welding: Open Flame Device Roofing Operation (Each Site/Location – 90 Day Permit)	\$150	
80 75f	108.1.1 3501.2 2001.3 5301.2	Hot Work and Welding: Torch or Open Flame Operations other than Roofing (Each Site/Location – 30 Day permit)	\$78	
81 76	108.1.1 3001.2	Industrial Ovens	\$150	
82 77	108.1.1 2801.2	Lumber Yards and Woodworking Plants: Storage or Processing of Lumber Exceeding 100,000 Board Feet	\$150	
83 78	108.1.1 301.2	Electric, Liquid or Gas-Fueled Vehicles: Display Inside Any Building (Each Event – 6 Month Permit) COMMENTARY 2012 edition: Added “electric” to conform to the proposed change to the code section.	\$150	
84 79a	108.1.1 6101.2 5301.2	LP Gas: Storage and/or Use Inside Any Structure Exception: One and two family detached single family dwellings and townhouses	\$150	

Table 107.2				
<u>Line</u> #	<u>Code</u> Reference	FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	<i>Flat Fee</i>	<i>Hourl y Fee</i>
		<u>LP-Gas: Storage Outside and Use Inside Any Structure</u> <u>Exception: One and two family detached single family dwellings and townhouses</u> <u>COMMENTARY</u> 2012 edition: Added permit to address situations that do not exactly fit into existing permits		
<u>79b</u>	<u>6101.2</u> <u>5301.2</u>		\$150	
<u>85</u> <u>79c</u>	<u>108.1.1</u> <u>6101.2</u> <u>5301.2</u>	LP-Gas: Storage and/or Use Outside, Portable Installation, per Event, more than 10 gallons aggregate (30 day permit)	\$78	
<u>86</u> <u>79d</u>	<u>108.1.1</u> <u>6101.2</u> <u>5301.2</u>	LP-Gas: Permanent Storage and/or Use Outside, per Year, more than 10 gallons aggregate Exception: One and two family detached single family dwellings and townhouses	\$150	
<u>87</u> <u>79e</u>	<u>108.1.1</u> <u>6101.2</u> <u>5301.2</u>	LP-Gas: Dispensing and Cylinder Refill Location	\$150	
<u>88</u> <u>79f</u>	<u>108.1.1</u> <u>6101.2</u> <u>5301.2</u>	LP-Gas: Retail Cylinder Exchange Location	\$150	
<u>89</u> <u>80</u>	<u>108.1.1</u> <u>301.2</u> <u>2001.3</u>	Combustible Storage: Storage Inside Any Building or Upon Any Premises – in Excess of 2500 Cubic Feet	\$150	
<u>90</u> <u>81a</u>	<u>108.1.1</u> <u>301.2</u>	Open Burning: Bonfire (10 Day Permit)	\$150	
<u>91</u> <u>81b</u>	<u>108.1.1</u> <u>301.2</u>	Open Burning: Silvicultural / Controlled Burning (90 Day Permit)	\$150	
<u>92</u> <u>82a</u>	<u>108.1.1</u> <u>301.2</u>	Open Flame and/or Candles: Public Meetings/Gatherings in A and E Use Groups (Each Event)	\$78	
<u>93</u> <u>82b</u>	<u>108.1.1</u> <u>301.2</u>	Open Flame and/or Candles: Restaurants and Drinking Establishments, Assembly and Dining Areas <u>Assembly areas, Dining areas of Restaurants or Drinking establishments</u> <u>COMMENTARY</u> 2012 edition: Changed wording to keep in agreement with VSFPC 2012	\$150	
<u>94</u> <u>83</u>	<u>108.1.1</u> <u>2901.2</u>	Organic Coatings: Manufacturing Operation Producing More Than 1 Gallon in One Day	\$150	
<u>95</u> <u>84</u>	<u>108.1.1</u> <u>401.2.1</u>	Place of Assembly/Education – Occupant Load 50 or Greater	\$150	
<u>96</u> <u>85a</u>	<u>108.1.1</u> <u>5601.2</u> <u>5605.1.1</u> <u>5001.5</u>	Pyrotechnics and Fireworks: Retail Sales of Permissible Fireworks - Any Amount (45 Day Permit)	\$720	
<u>97</u> <u>85b</u>	<u>108.1.1</u> <u>5601.2</u> <u>5605.1.1</u> <u>5001.5</u>	Pyrotechnics and Fireworks: Wholesale of Permissible Fireworks - Any Amount (45 Day Permit)	\$720	
<u>98</u> <u>85c</u>	<u>108.1.1</u> <u>5601.2</u> <u>5605.1.1</u> <u>5001.5</u>	Pyrotechnics and Fireworks: Outdoor Fireworks Display (Aerial/Proximate Audience) (One Day Permit)	\$480	
<u>99</u> <u>85d</u>	<u>108.1.1</u> <u>5601.2</u> <u>5605.1.1</u> <u>5001.5</u>	Pyrotechnics and Fireworks: Indoor Pyrotechnic Display and Special Effects (One Day Permit)	\$480	

Table 107.2				
<u>Line</u> #	<u>Code</u> Reference	FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	<i>Flat Fee</i>	<i>Hourl y Fee</i>
100 86	108.1.1 601.2	Refrigeration Equipment and Systems Having a Refrigerant Circuit Containing More Than 220 Pounds of Group A1 or 30 Pounds of any other Group Refrigerant	\$150	
101 87a	108.1.1 2301.2	Repair Garages and Service Stations: Automotive Repair Garage Only	\$150	
102 87b	108.1.1 2301.2	Repair Garages and Service Stations: Automotive Service Station Only	\$150	
103 87c	108.1.1 2301.2 5301.2	Repair Garages and Service Stations: Automotive Repair Garage and Service Station	\$150	
104 87d	108.1.1 2301.2 5301.2 6101.2	Repair Garages and Service Stations: LP-Gas Motor Vehicle Fuel Dispensing	\$150	
105 87e	108.1.1 2301.2 5301.2	Repair Garages and Service Stations: Compressed Natural Gas Motor Vehicle Fuel Dispensing	\$150	
106 87f	108.1.1 2301.2 5301.2 5501.2 5801.2	Repair Garages and Service Stations: Hydrogen Motor Fuel Dispensing and Generation Station	\$150	
107 87g	108.1.1 2301.2	Repair Garages and Service Stations: Marine and Watercraft Service Station	\$150	
108 87h	108.1.1 2301.2	Repair Garages and Service Stations: Unattended Vehicle Service Station	\$150	
109 88	108.1.1 2001.3	Rooftop Heliports	\$150	
89		<u>Solar Photovoltaic Systems</u> <u>COMMENTARY</u> 2012 edition: This is a new permit required by the VSFPC	\$150	
110 90a	108.1.1 2401.3	Spraying or Dipping Operations: Flammable/Combustible Liquid Spray Finishing Operation	\$150	
111 90b	108.1.1 2401.3	Spraying or Dipping Operations: Flammable/Combustible Liquid Dip-Tank Operation	\$150	
112 90c	108.1.1 2401.3	Spraying or Dipping Operations: Application of Combustible Powders/Spray/Fluidized	\$150	
113 90d	108.1.1 2401.3	Spraying or Dipping Operations: Dual-Component Coatings With Organic Peroxides Organic Peroxides and Dual-component coatings <u>COMMENTARY</u> 2012 edition: Changed wording to keep in agreement with VSFPC 2012	\$150	
114 91	108.1.1 5001.5	Swimming Pool Chemical Dispensing Operation	\$150	
115 92	108.1.1 3103.2	Temporary Membrane Structures and Tents (6 Month Permit) Exceptions: 1. Tents used Exclusively for Recreational Camping Purposes 2. Tents and Air-supported Structures that Cover an Area of 900 Square Feet or Less, Including all Connecting Areas or Spaces with a Common Means of Egress and with an Occupant Load of less than 50 Persons	\$150	
116 93	108.1.1 3401.2	Tire Rebuilding Plants	\$150	

Table 107.2				
<u>Line</u> #	<u>Code</u> Reference	FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	<i>Flat Fee</i>	<i>Hourl y Fee</i>
117 94	108.1.1 3401.2	Tire Storage: Establish, Conduct, or Maintain Storage of Scrap Tires and Tire Byproducts that Exceeds 2500 Cubic Feet of Total Volume of Scrap Tires and for Indoor Storage of Tires and Tire Byproducts	\$150	
95a	6001.2	Toxic Materials Liquids - Store, Transport on Site, or Dispense in Excess of 10 Gallons	\$150	
118 95b	108.1.1 6001.2	Toxic Materials Liquids - Store, Transport on Site, Dispense, Use, or Handle in Excess of 10 Gallons	\$150	
96a	6001.2	Toxic Materials Solids - Store, Transport on Site, or Dispense in Excess of 100 Pounds	\$150	
119 96b	108.1.1 6001.2	Toxic Materials Solids - Store, Transport on Site, Dispense, Use, or Handle in Excess of 100 Pounds	\$150	
97a	6601.2	Unstable (Reactive) Materials: Liquids, Class 1 - Store, Transport on Site, or Dispense in Excess of 10 Gallons	\$150	
120 97b	108.1.1 6601.2	Unstable (Reactive) Materials: Liquids, Class 1 - Store, Transport on Site, Dispense, Use, or Handle in Excess of 10 Gallons	\$150	
98a	6601.2	Unstable (Reactive) Materials: Liquids, Class 2 - Store, Transport on Site, or Dispense in Excess of 5 Gallons	\$150	
121 98b	108.1.1 6601.2	Unstable (Reactive) Materials: Liquids, Class 2 - Store, Transport on Site, Dispense, Use, or Handle in Excess of 5 Gallons	\$150	
99a	6601.2	Unstable (Reactive) Materials: Liquids, Class 3 - Store, Transport on Site, or Dispense Any Amount	\$150	
122 99b	108.1.1 6601.2	Unstable (Reactive) Materials: Liquids, Class 3 - Store, Transport on Site, Dispense, Use, or Handle Any Amount	\$150	
100a	6601.2	Unstable (Reactive) Materials: Liquids, Class 4 - Store, Transport on Site, or Dispense Any Amount	\$150	
123 100b	108.1.1 6601.2	Unstable (Reactive) Materials: Liquids, Class 4 - Store, Transport on Site, Dispense, Use, or Handle Any Amount	\$150	
101a	6601.2	Unstable (Reactive) Materials: Solids, Class 1 - Store, Transport on Site, or Dispense in Excess of 100 Pounds	\$150	
124 101b	108.1.1 6601.2	Unstable (Reactive) Materials: Solids, Class 1 - Store, Transport on Site, Dispense, Use, or Handle in Excess of 100 Pounds	\$150	
102a	6601.2	Unstable (Reactive) Materials: Solids, Class 2 - Store, Transport on Site, or Dispense in Excess of 50 Pounds	\$150	
125 102b	108.1.1 6601.2	Unstable (Reactive) Materials: Solids, Class 2 - Store, Transport on Site, Dispense, Use, or Handle in Excess of 50 Pounds	\$150	
103a	6601.2	Unstable (Reactive) Materials: Solids, Class 3 - Store, Transport on Site, or Dispense Any Amount	\$150	
126 103b	108.1.1 6601.2	Unstable (Reactive) Materials: Solids, Class 3 - Store, Transport on Site, Dispense, Use, or Handle Any Amount	\$150	
104a	6601.2	Unstable (Reactive) Materials: Solids, Class 4 - Store, Transport on Site, or Dispense Any Amount	\$150	
127 104b	108.1.1 6601.2	Unstable (Reactive) Materials: Solids, Class 4 - Store, Transport on Site, Dispense, Use, or Handle Any Amount	\$150	
105a	6701.2	Water-reactive Materials: Liquids, Class 1 - Store, Transport on Site, or Dispense in Excess of 55 Gallons	\$150	
128 105b	108.1.1 6701.2	Water-reactive Materials: Liquids, Class 1 - Store, Transport on Site, Dispense, Use, or Handle in Excess of 55 Gallons	\$150	
106a	6701.2	Water-reactive Materials: Liquids, Class 2 - Store, Transport on Site, or Dispense in Excess of 5 Gallons	\$150	
129 106b	108.1.1 6701.2	Water-reactive Materials: Liquids, Class 2 - Store, Transport on Site, Dispense, Use, or Handle in Excess of 5 Gallons	\$150	

<u>Line #</u> <u>Code Reference</u>		Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	<u>Flat Fee</u>	<u>Hourly Fee</u>
107a	6701.2	Water-reactive Materials: Liquids, Class 3—Store, Transport on Site, or Dispense Any Amount	\$150	
130 107b	108.1.1 6701.2	Water-reactive Materials: Liquids, Class 3—Store, Transport on Site, Dispense, Use, or Handle Any Amount	\$150	
108a	6701.2	Water-reactive Materials: Solids, Class 1—Store, Transport on Site, or Dispense in Excess of 500 Pounds	\$150	
131 108b	108.1.1 6701.2	Water-reactive Materials: Solids, Class 1—Store, Transport on Site, Dispense, Use, or Handle in Excess of 500 Pounds	\$150	
109a	6701.2	Water-reactive Materials: Solids, Class 2—Store, Transport on Site, or Dispense in Excess of 50 Pounds	\$150	
132 109b	108.1.1 6701.2	Water-reactive Materials: Solids, Class 2—Store, Transport on Site, Dispense, Use, or Handle in Excess of 50 Pounds	\$150	
110a	6701.2	Water-reactive Materials: Solids, Class 3—Store, Transport on Site, or Dispense Any Amount	\$150	
133 110b	108.1.1 6701.2	Water-reactive Materials: Solids, Class 3—Store, Transport on Site, Dispense, Use, or Handle Any Amount	\$150	
134 111a	108.1.1 5201.3	Waste Handling: Wrecking Yard or Junk Yard	\$150	
135 111b	108.1.1 5201.3	Waste Handling: Waste Material Handling Facility	\$150	
136 112	108.1.1 2801.2	Wood Products: Storage of Chips, Hogged Material, Lumber, or Plywood in Excess of 200 Cubic Feet	\$150	
143	5901.2	Magnesium: Melt, Cast, Heat treat or Grind more than 10 pounds COMMENTARY 2012 edition: Added permit to keep in agreement with VSFPC 2012	\$150	

Table 107.2. Delete and Substitute as follows: **Table 107.2.** Duration of permit is 365 days, unless otherwise noted. Amended as follows:

<u>Line #</u> <u>Code Reference</u>		Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	<u>Flat Fee</u>	<u>Hourly Fee</u>
Section 1 - Detailed Operational Permit Requirements. Note: All permit fees are per line item that applies				
1	5101.2	Aerosol Products, Level 2 or 3. An operational permit is required to manufacture, store or handle, an aggregate quantity in excess of 500 pounds net weight.	\$150	
2	107.2	Amusement Buildings: Permanent. An operational permit is required to operate a special amusement building.	\$150	
3	107.2 403.12.2	Amusement Buildings: Temporary or Mobile. An operational permit is required to operate a special amusement building, (e.g., Haunted House). (60-day permit)	\$150	
4	2001.3	Aviation Facilities. An operational permit is required to use a Group H or Group S Occupancy for aircraft servicing or repair and aircraft fuel-servicing vehicles. Additional permits required by other sections of this code include, but are not limited to, hot work, hazardous materials and flammable or combustible finishes.	\$150	
5	107.2	Assembly, Indoor (to include Exhibits and Trade Shows). An operational permit is required to operate exhibits and trade shows. Permit is valid for up to 30 days, but not past event date.	\$150	

6	107.2 403.12.2 403.12.3	Assembly, Outdoor (to include Carnivals, Circuses, Fairs, and Festivals). An operational permit is required to conduct an outdoor gathering of 500 persons or more, at one time. Permit is valid for up to 30 days, but not past event date.	\$150	
7	107.2	Assembly, Place of or Education – Occupant Load 50 or Greater	\$150	
8	<u>601.2</u> <u>608.1</u>	<u>Battery Systems, Stationary Storage</u> <u>An operational permit is required for the operation of stationary storage battery systems regulated by Chapter 6.</u>	<u>\$150</u>	
9	301.2	Cellulose Nitrate Film: An operational permit is required to store, handle, or use cellulose nitrate film in a Group A Occupancy.	\$150	
10	2201.2	Combustible Dust-Producing Operations. An operational permit is required is required to operate a grain elevator, flour starch mill feed mill, or a plant pulverizing aluminum coal, cocoa, magnesium, spices or sugar, or other operations producing combustible dusts as defined in Chapter 2.	\$150	
11	107.2	Combustible Fibers. An operational permit is required for the storage and handling of combustible fibers in quantities greater than 100 Cubic Feet. Exception: An operational permit is not required for agricultural storage.	\$150	
12	609.3	Commercial Kitchen Operation Requiring a Type I Hood. An operational permit is required for the operation of a commercial kitchen requiring a Type I hood. Exceptions: 1. Assembly (Group A) or Educational (Group E) Occupancies having a Fire Prevention Code Permit (FPCP). 2. Mobile food preparation vehicles.	\$150	
13	5301.2 5001.5 5401.2	Compressed Gas: Corrosive. An operational permit is required for the storage, use, or handling of corrosive gas in excess of 200 cubic feet at normal temperature and pressure (NTP). Exception: <i>Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle.</i>	\$150	

Line #	Code Reference	Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	Flat Fee	Hourly Fee																				
14	5301.2 5801.2 5001.5	Compressed Gas: Flammable. An operational permit is required for the storage, use, or handling of flammable gas in excess of 200 cubic feet at normal temperature and pressure (NTP). Exceptions: 1. Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle, 2. cryogenic fluids; and 3. liquified petroleum gases.	\$150																					
15	5301.2 6001.2 5001.5	Compressed Gas: Toxic or Highly Toxic. An operational permit is required for the storage, use, or handling of any toxic or highly toxic gas in any amount.	\$150																					
16	5301.2 5001.5	Compressed Gas: Inert or Simple Asphyxiant. An operational permit is required for the storage, use, or handling of inert or simple asphyxiant gas in excess of 6,000 cubic feet at normal temperate and pressure (NTP). Exception: Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle.	\$150																					
17	5301.2 6301.2 5001.5	Compressed Gas: Oxidizing (including Oxygen). An operational permit is required for the storage, use, or handling of oxidizing gas in excess of 504 cubic feet at normal temperature and pressure (NTP). Exception: Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle.	\$150																					
18	5301.2 6401.2 5001.5	Compressed Gas: Pyrophoric. An operational permit is required for the storage, use, or handling of pyrophoric gas in any amount.	\$150																					
19	107.2	Covered and open mall buildings. An operational permit is required for: 1. The placement of retail fixtures and displays, concession equipment, displays of highly combustible goods and similar items in the mall. 2. The display of liquid-fired or gas-fired equipment or vehicles in the mall. 3. The use of open-flame or flame-producing equipment in the mall.	\$150																					
20	5501.2 2301.2 5001.5 5801.2	Cryogenic Fluids. An operational permit is required to produce, store, transport onsite, use, handle or dispense cryogenic fluids in excess of the amounts listed below. Exception: Vehicles equipped for and using cryogenic fluids as a fuel for propelling the vehicle or for refrigerating the lading. <table><tr><th>Type of Cryogenic Fluid</th><th>Inside Building (gallons)</th><th>Outside Building (gallons)</th><th></th></tr><tr><td>Flammable</td><td>More than 1</td><td>60.....</td><td>\$150</td></tr><tr><td>Inert</td><td>60</td><td>500.....</td><td>\$150</td></tr><tr><td>Oxidizing (Includes oxygen)</td><td>10</td><td>50.....</td><td>\$150</td></tr><tr><td>Physical or health hazard not indicated above</td><td>Any amount</td><td>Any amount.....</td><td>\$150</td></tr></table>	Type of Cryogenic Fluid	Inside Building (gallons)	Outside Building (gallons)		Flammable	More than 1	60.....	\$150	Inert	60	500.....	\$150	Oxidizing (Includes oxygen)	10	50.....	\$150	Physical or health hazard not indicated above	Any amount	Any amount.....	\$150		
Type of Cryogenic Fluid	Inside Building (gallons)	Outside Building (gallons)																						
Flammable	More than 1	60.....	\$150																					
Inert	60	500.....	\$150																					
Oxidizing (Includes oxygen)	10	50.....	\$150																					
Physical or health hazard not indicated above	Any amount	Any amount.....	\$150																					
21	2101.2	Dry Cleaning Plants. An operational permit is required to engage in the business of dry cleaning or to change to a more hazardous cleaning solvent used in existing dry cleaning equipment.	\$150																					

Line #	Code Reference	Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	Flat Fee	Hourly Fee
22	601.2	Electrified Security Fence	\$150	
23	5601.2	Explosives: Explosives Use, Each Site or Location (6 Month Permit).	\$180	
24	5601.2	Explosives: Firm or Company License.	\$150	
25	5601.2	Explosives: Storage and Display of Black Powder or Smokeless Propellant Indoors Exception: Storage in Group R-3 or R-5 occupancies of smokeless propellant, black powder, and small arms primers for personal use, not for resale, and in accordance with the quantity limitations and conditions set forth in Section 5601.1, Exceptions 4 and 12.	\$150	
26	5601.2	Explosives: Laboratory Use (6 Month Permit).	\$150	
27	3308.2	<u>Fire Prevention Program Manager: A permit is required for the Fire Prevention Program Manager designated by the owner for safeguarding construction, alteration, and demolition operations.</u> <u>Exception: Building less than 5 stories above average grade plane and less than 50,000 square feet in size.</u>	\$0	
28	5701.4	Flammable and combustible liquids. An operational permit is required:	\$150	
		1. To use or operation of a pipeline for the transportation within facilities of flammable or combustible liquids. This requirement shall not apply to the offsite transportation in pipelines regulated by the U.S. Department of Transportation (DOT), nor does it apply to piping systems.	\$150	
		2. Class I: Store, Handle, or Use in Excess of 5 Gallons in a Building or in Excess of 10 Gallons Outside a Building.		
		Exceptions:		
		a. Storage or Use in the Fuel Tank of a Motor Vehicle, Aircraft, Motorboat, Mobile Power Plant, or Mobile Heating Plant, Unless Such Storage, in the Opinion of the Fire Official, Would Cause an Unsafe Condition.	\$150	
		b. Storage or Use of Paints, Oils, Varnishes, or Similar Flammable Mixtures When Such Liquids are Stored for Maintenance, Painting, or Similar Purposes for a Period of Not More Than 30 Days.	\$150	
		3. Class II or IIIA: Store, Handle or Use in Excess of 25 Gallons in a Building or in Excess of 60 Gallons Outside a Building, except for Fuel oil used in conjunction with oil burning equipment.	\$150	
		4. To remove Class I or Class II liquids from an underground storage tank used for fuel fueling motor vehicles by any means other than the approved, stationary, on-site pumps normally used for dispensing purposes	\$150	
		5. To operate tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used.	\$150	
		6. To change the type of contents stored in a flammable or combustible liquid tank to a material that poses a greater hazard than that for which the tank was designed and constructed.	\$150	

Line #	Code Reference	Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	Flat Fee	Hourly Fee
29	5701.4	Flammable/Combustible Liquid Tank. An operational permit is required for the following: a. Underground Storage, with or without dispensing equipment..... \$150 b. Above-ground Storage, with or without dispensing equipment..... \$150 c. Bulk Storage Facility – in Excess of 100,000 Gallons..... \$150 d. Installation, Above ground or Underground Tank (90 Day Permit)..... \$150 e. Alter or Relocate an Existing Tank (90 Day Permit)..... \$150 f. Place Temporarily Out of Service..... \$150 g. Underground Abandonment (90 Day Permit)..... \$150 h. Underground Removal (Commercial - 90 Day Permit)..... \$150 i. Underground Removal (Residential - 90 Day Permit)..... \$150 j. Above-ground Removal (Commercial - 90 Day Permit)..... \$150 k. Above-ground Removal (Residential - 90 Day Permit)..... \$150 l. Install Product Lines/Dispensing Equipment (90 Day Permit)..... \$150 m. Manufacture, Process, Blend, or Refine..... \$150 Note: Installation permits are based on the fee Table in Appendix Q of Chapter 61 of the Code of the County of Fairfax.		
30	2401.3	Floor finishing: An operational permit is required for floor finishing or surfacing exceeding 350 square feet using class I or class II liquids (30-day permit).	\$78	
31	2501.2	Fruit or crop-ripening: An operational permit is required to operate a fruit or crop ripening facility or conduct a fruit-ripening process using ethylene gas.	\$150	
32	2601.2	Fumigation, thermal insecticidal and fogging: An operational permit is required to operate a business of fumigation, thermal or insecticidal fogging and to maintain a room, vault or chamber in which a toxic or flammable fumigant is used. (15-day permit).	\$150	
33	5001.5	Hazardous Materials. An operational permit is required to store, transport on site , dispense, use or handle hazardous materials in excess of the amounts shown below:		
34		Combustible Liquids: refer to flammable and combustible liquids		
35		Corrosive Gases: refer to Compressed Gases		
36	5401.2	Corrosive Liquids: greater than 55 Gallons	\$150	
37	5401.2	Corrosive Solids: greater than 1000 Pounds	\$150	
38		Explosives: refer to Explosive Materials		
39		Flammable Gasses: refer to Compressed Gases		
40		Flammable Liquids: refer to Flammable and Combustible Liquids		
41	5901.2	Flammable Solids: greater than 100 Pounds	\$150	
42		Highly Toxic Gases: refer to Compressed Gases		
43	6001.2	Highly Toxic Liquids: any amount	\$150	
44	6001.2	Highly Toxic Solids: any amount	\$150	
45		Oxidizing Gases: refer to Compressed Gases		

Line #	Code Reference	Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	Flat Fee	Hourly Fee
46	6301.2	Oxidizing Liquids: a. Class 4: any amount..... b. Class 3: greater than 1 gallon..... c. Class 2: greater than 10 gallons..... d. Class 1: greater than 55 gallons.....	\$150 \$150 \$150 \$150	
47	6301.2	Oxidizing Solids: a. Class 4: any amount..... b. Class 3: greater than 10 pounds..... c. Class 2: greater than 100 pounds..... d. Class 1: greater than 500 pounds.....	\$150 \$150 \$150 \$150	
48	6201.2	Organic Peroxides, Liquid a. Class I: any amount..... b. Class II: any amount..... c. Class III: greater than 1 gallon..... d. Class IV: greater than 2 gallons..... e. Class V: no permit required.....	\$150 \$150 \$150 \$150 \$150	
49	6201.2	Organic Peroxides, Solids: a. Class I: any amount..... b. Class II: any amount..... c. Class III: greater than 10 pounds..... d. Class IV: greater than 20 pounds..... e. Class V: no permit required.....	\$150 \$150 \$150 \$150 \$150	
50	6401.2	Pyrophoric Material: a. Gas: any amount..... b. Liquid: any amount..... c. Solid: any amount.....	\$150 \$150 \$150	
51	6001.2	Toxic Materials: a. Gases: refer to compressed gases..... b. Liquids: 10 gallons..... c. Solids: 100 pounds.....	\$150 \$150 \$150	
52	6601.2	Unstable (Reactive) Materials: Liquids: a. Class 1: greater than 10 gallons..... b. Class 2: greater than 5 gallons..... c. Class 3: any amount..... d. Class 4: any amount..... Solids: a. Class 1: greater than 100 pounds..... b. Class 2: greater than 50 pounds..... c. Class 3: any amount..... d. Class 4: any amount.....	\$150 \$150 \$150 \$150 \$150 \$150 \$150 \$150 \$150	

Line #	Code Reference	Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	Flat Fee	Hourly Fee
53	6701.2	Water-reactive Materials: Liquids: a. Class 1: greater than 55 gallons..... b. Class 2: greater than 5 gallons..... c. Class 3: greater than any amount..... Solids: a. Class 1: greater than 500 pounds..... b. Class 2: greater than 50 pounds..... c. Class 3: any amount.....	\$150 \$150 \$150 \$150 \$150 \$150	
54	5001.5	Hazardous Production Facilities (HPM): An operational permit is required to store, handle or use hazardous production materials.	\$150	
55	3201.2	High Piled Storage. An operational permit is required to use a building or portion thereof as a high-piled storage area exceeding 500 square feet.	\$150	
56	3501.2	Hot Work and Welding: Public Exhibitions and Demonstrations (Each Exhibitor/Demo – 10 Day Permit)	\$78	
57	3501.2	Hot Work and Welding: An operational permit is required for: a. Small Scale Hot Work b. Fixed-Site Hot Work Equipment (Example: Welding Booth)..... c. Cutting or Welding, All Locations..... d. Open Flame Device Roofing Operation, to include Rubberized Asphalt Melter Operations (Each Site/Location – 90 Day permit)..... e. Torch or Open-Flame Operations other than Roofing (Each Site/Location – 30 Day permit).....	\$150 \$150 \$150 \$150 \$78	
58	3001.2	Industrial Ovens: An operational permit is required for operation of industrial ovens regulated by Chapter 30.	\$150	
59	2801.2	Lumber Yards and Agro-Industrial Solid Biomass and Woodworking Plants. Storage or Processing of Lumber Exceeding 100,000 Board Feet (8,333 ft ³) (236 m ³).	\$150	
60	109.1	<u>Live/Work Units: An operational permit is required for each Live/Work Unit that does not function solely as a dwelling unit.</u>	\$150	
61	6101.2	LP-Gas: An operational permit is required for: a. Storage or use of LP-gas, (inside or outside any structure).	\$150	
62	6101.2	LP-Gas: An operational permit is required for storage and/or use outside, portable installation, per event, more than 10 gallons aggregate (30-day permit). Exception: Single-and two-family dwellings.	\$78	

Line #	Code Reference	Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	Flat Fee	Hourly Fee
63	6106 6109	LP-Gas: An operational permit is required for: a. Dispensing and Cylinder Refill Location b. Retail cylinder exchange location..... c. Automated cylinder exchange location.....	\$150 \$150 \$150	
64	315.2	Miscellaneous Combustible Storage: Storage inside any building or upon any premises - in excess of 2500 cubic feet.	\$150	
65	107.2	<u>Mobile food preparation vehicle: A permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease laden vapors.</u>	\$150	
66	301.2	Open Burning: An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground, as follows: a. Bonfire (10 Day Permit)..... b. Silvicultural / Controlled Burning (90 Day Permit).....	\$150 \$150	
67	301.2	Open Flame and Candles. An operational permit is required to use open flames or candles in connection with assembly areas, educational use, dining areas of restaurants or drinking establishments. a. Public meetings or gatherings in assembly or educational use (Each Event)..... b. Assembly areas or dining areas of restaurants or drinking establishments.....	\$78 \$150	
68	2901.2	Organic Coatings: An operational permit is required for any organic-coating manufacturing operation producing more than 1 gallon in one day.	\$150	
69	107.2	<u>Private Fire Hydrant – An operational permit is required for the removal from service, use or operation of private fire hydrants.</u>	\$150	
70	5601.2	Pyrotechnics and Fireworks: An operational permit is required for: a. Outdoor Fireworks Display (Aerial Audience) (One Day Permit)	\$480	
71	5601.2	Pyrotechnics and Fireworks. An operational permit is required for Retail Sales (inside mercantile establishment) of Permissible Fireworks – Any Amount (45-day permit).	\$720	
72	5601.2	Pyrotechnics and Fireworks. An operational permit is required for Wholesale Sales of Permissible Fireworks – Any Amount (21-day permit. With a minor site plan, up to 45-day permit).	\$720	
73	6501.2	Pyroxylin Plastic: Storage or handling, more than 25 pounds of cellulose nitrate (pyroxylin) plastics and for the assembly or manufacture of articles involving pyroxylin plastic.	\$150	
74	601.2	Refrigeration Equipment: An operational permit is required to operate a mechanical refrigeration unit or system regulated by Chapter 6.	\$150	
75	2301.2	Repair garages and service stations: An operational permit is required for operation of repair garages and automotive, marine and fleet service station.	\$150	
76	2001.3	Rooftop Heliports: An operational permit is required to operate a rooftop heliport.	\$150	
77	601.2	<u>Solar photovoltaic power systems. An operational permit is required for the installation and operation of a solar photovoltaic power system.</u>	\$150	
78	2401.3	Spraying or dipping operations: An operational permit is required for the following: a. Flammable/Combustible Liquid Spray Finishing Operation..... b. Flammable/Combustible Liquid Dip Tank Operation..... c. Application of Combustible Powders/Spray/Fluidized d. Organic Peroxides and Dual-component coatings.....	\$150 \$150 \$150 \$150	
79	5001.5	Swimming Pool Operation: The operation of a public or community pool requires an operational permit.	\$150	

Line #	Code Reference	Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	Flat Fee	Hourly Fee
80	3103.2	Temporary membrane structures and tents , (6 Month Permit). Exceptions: 1. Tents used exclusively for recreational camping purposes. 2. Tents and air-supported structures that cover an area of 900 square feet or less, including all connecting areas or spaces with a common means of egress and with an occupant load of less than 50 persons.	\$150	
81	3401.2	Tire-rebuilding Plants: An operational permit is required for the operation and maintenance of a tire-rebuilding plant.	\$150	
82	3401.2	Tire Storage (scrap tires and tire byproducts): An operational permit is required to establish, conduct or maintain storage of scrap tires and tire byproducts that exceeds 2,500 cubic feet of total volume of scrap tires and for indoor storage of tires and tire byproducts.	\$150	
83	107.2	Waste Handling: An operational permit is required for the operation of wrecking yards, junk yards and waste material handling facilities.	\$150	
84	2801.2	Wood Products: An operational permit is required to store chips, hogged material, lumber, or plywood in excess of 200 cubic feet.	\$150	
Note: All permit fees are per line item that applies				
Section 2 – Plan Review Fees				
85	3201.4	Fire Safety and Evacuation Plan Review for High-Piled Combustible Storage Areas in Excess of 500 Square Feet.		\$156
86	3201.3	High-piled Storage Plan Review		\$156
87	2803.7	Lumber Yard or Woodworking Facility Plan Review		\$156
88	6109	Site and Installation Plan Review for LP-gas Cylinder Exchange Program		\$156
89	5001.5.1	Hazard Communication: Hazardous Material Management Plan Review		\$156
90	5001.6.3	Hazardous Material Facility Closure Plan Review		\$156
91	5001	Hazardous materials facility emergency response plan, above the threshold planning quantity of extremely hazardous substances.	\$100	
92	5001	Tier II submissions, per chemical, to a maximum of \$200.	\$25	
Section 3 - Inspection and Testing Fees				
	107.10	Office For Children Home Day Care Fire Inspections (Includes 1 Follow-up Inspection)	\$25	
93	107.10	County and State Licensing Fire Inspections (each inspection).	\$25	
94	107.10	Certificate of Occupancy Inspections (Towns of Vienna and Herndon).		\$156
95	107.10	Fire Prevention Permit Inspections, Follow-ups, Performance Testing, and Re-inspections.		\$156
96	107.10	Technical Fire Code Inspection (Not Otherwise Specified), (i.e., Pre-Occupancy Punch List – Each Inspector).		\$156
97	901.6.3.1	Testing and Reinspection of Existing Fire Protection Systems (Each Inspector).		\$156
98	907.8.5	Faulty Unwanted or Nuisance Fire Alarm Inspections, Follow-ups, and Re-inspections.		\$156

107.4.1 Duration of permit. Add Subsection as follows: **107.4.1 Duration of permit.**
Permits shall remain in effect for 12 months from the date issued unless otherwise specified by Table 107.2 or unless suspended or revoked in accordance with this Code.

~~107.5. Conditions of permit. Insert "from one address to another." after the words "Permits are not transferable"~~

~~108.3.8. Certificate. Add Subsection as follows: 108.3.8 Certificate. An operational permit shall be contingent on a valid certificate of occupancy and/or use permit issued by the Fairfax County Building Official and/or the Zoning Administrator.~~

108.4 Revocation. Delete and substitute as follows: **108.4 Revocation.** The fire official is authorized to revoke an operational permit issued under the provisions of this Code when it is found by inspection or otherwise, but not limited to, any one of the following:

1. The permit is used for a location or establishment other than that for which it was issued.
2. The permit is used for a condition or activity other than listed on the permit.
3. Conditions and limitations set forth in the permit have been violated.
4. Inclusion of any false statements or misrepresentation as to a material fact in the application for permit or plans submitted or a condition of the permit.
5. The permit is used by a different person or firm than the person or firm for which it was issued.
6. The permittee failed, refused, or neglected to comply with orders or notices duly served in accordance with the provisions of this code or any other code or county ordinance within the time provided herein.
7. The permit was issued in error or in violation of an ordinance, a regulation, or this code.
8. The Certificate of Occupancy and/or Use Permit has been revoked or suspended.
9. The building has been deemed unsafe, uninhabitable, or presents a hazardous condition to occupants.

~~108.5. Special locking arrangements. Add Subsection as follows: 108.5. Special locking arrangements. A permit is required for installation or modification of delayed egress locks, access-controlled egress locks, interior means of egress stairway door locks, and special locking arrangements in occupancies with areas in which the clinical needs of patients require restraint of movement. Maintenance performed to ensure compliant operation of approved special locking arrangements is not a modification and does not require a permit.~~

109.4 Approvals. Add Subsection as follows: **109.4 Approvals.** Approval as the result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel provisions of this Code or of other ordinances of the jurisdiction shall not be valid.

109.5 Follow-up inspections resulting from noncompliance. Add Subsection as follows: **109.5 Follow-up inspections resulting from noncompliance.** Where follow-up

inspections are required as a result of noncompliance with this Code, fees shall be assessed as listed under Table 107.2.

109.6 Inspections performed outside business hours. Add Subsection as follows:
109.6 Inspections performed outside business hours. Inspections may be performed outside business hours at the sole discretion of the fire official. Fees for these inspections shall be assessed at twice the rate listed under Table 107.2. Fees shall be assessed in 30-minute increments.

~~**110.2.1 Person, firm, or corporation responsible.** Add Subsection as follows: **110.2.1 Person, firm, or corporation responsible.** A person, firm, or corporation in charge of, or responsible for, any building, structure, vehicle, device, other property, substance, material, gas, liquid, chemical, or condition regulated either by this code or by an ordinance under the fire marshal's jurisdiction shall be responsible for compliance with all such code and ordinance provisions and regulations relating thereto.~~

110.5.1 Imminent threat to human health or safety or to property. Add Subsection as follows: **110.5.1 Imminent threat to human health or safety or to property.** If the fire official shall adjudge that the violation creates an imminent threat to human health or safety or to property, the fire official may restrain, correct, or abate such violation and institute appropriate legal proceeding to collect the full cost of such response from the owner and the tenant or other person in control of the premises.

112.1.1 Fairfax County Board of Fire Prevention Code Appeals. Add Subsection as follows: **112.1.1 Fairfax County Board of Fire Prevention Code Appeals.** The Fairfax County Board of Building Code Appeals is the Local Board of Fire Prevention Code Appeals (BFPCA) for Fairfax County.

~~**112.5.1 Scope.** Add subsection as follows: **112.5.1 Scope.** Appeals arising from a notice of violation pursuant to the Fire Prevention Code of Fairfax County shall be limited to the factual findings of the fire code official and not the application of this code or any other law to those factual findings.~~

Section 202, DEFINITIONS. Add as follows:

Section 202 GENERAL DEFINITIONS

~~**Add as follows: FIRE AERIAL APPARATUS ACCESS.** Any roadway or area required to be located and designed to enable aerial firefighting apparatus to access a structure. This may include public and private streets, parking lot lanes or aisles, travel ways around structures and roadways, and areas to be used exclusively for fire department aerial apparatus access.~~

ELECTRIFIED SECURITY FENCE. Any fence, other than used in an agricultural setting, that meets the following requirements:

1. **The fence is powered by an electrical energizer with both of the following output characteristics:**
 - a. **The impulse repetition rate does not exceed 1 hertz (hz).**
 - b. **The impulse duration does not exceed 10 milliseconds, or $10/10000$ of a second.**
2. **The fence is used to protect and secure commercial or industrial property.**

FIRE LANE. Areas which shall remain unobstructed at all times, whether on public or private property, to ensure ready ingress and egress as well as operational access for firefighting and rescue equipment, facilities, and operations.

FIRE LANE MARKINGS. The methods by which areas required to be kept available for use by fire department vehicles are denoted.

FIRE MARSHAL'S OFFICE. The County Fire Marshal, and, under the authority of the Fire Marshal, the Deputy Fire Marshal and members of the Fire Marshal's staff, also referred to as the Fire Prevention Division, fire code official, or the fire official.

LEGAL OFFICER. County Attorney or the Commonwealth's Attorney for the County of Fairfax.

OCCUPANT. Any person physically located or situated in or on any property, structure, space, or vehicle irrespective of the length of time or the reason for such occupancy.

RUBBERIZED ASPHALT MELTER (MELTER). Portable equipment used for the heating of rubberized asphalt material. The term applies only if both the material being heated is a mix of asphalt and inert material and when an indirect method of heating is used. An indirect method of heating refers to a fully enclosed double-shell oil or air system that transfers heat from a burner(s) or electric heating element(s) to the oil or air jacket around the outside of a material vat which then heats the rubberized asphalt material. Melters can be fueled by means of diesel or electric means. Melters are not considered asphalt (tar) kettles or pots as addressed in Section 303.

304.2.1 Handling readily combustible materials. Add Subsection as follows: **304.2.1 Handling readily combustible materials.** No person producing, using, storing, or having charge of, or under their control, any shavings, excelsior, rubbish, sacks, bags, litter, hay, straw or other combustible waste material, shall neither fail nor neglect, at the close of each day, to cause all such material which is not compactly baled and stacked in an orderly manner to be removed from the building or stored in suitable vaults or in metal, metal-lined, or approved noncombustible and covered, receptacles or bins. Baling equipment deemed suitable by the fire official shall be installed in stores, apartment buildings, factories, and other buildings where accumulations of paper and waste materials are not removed at least every day.

305.4.1 Mischievous fire play. Add Subsection as follows: **305.4.1 Mischievous fire play.** It shall be unlawful for any person to ignite or use fire or other ignition sources in a deliberate, negligent, or unlawful manner for the purpose of impulsive or mischievous play or reckless experimentation.

307.2 Permit required. Delete and substitute as follows: **307.2 Permit required.** If under the requirements of the Commonwealth of Virginia or the County of Fairfax Air Pollution Control Chapter, a bonfire or controlled burning is allowed, a permit for each such fire shall be obtained from the fire official, in accordance with Section 107.2, prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or a bonfire. Application for such approval shall only be presented by and permits issued to the *owner* of the land upon which the fire is to be kindled.

Exceptions:

1. Recreational fires.
2. Fire set for the training of firefighters under the direction of the Chief of the Fire Department.
3. Fire set by a public health or safety officer where a health or fire hazard cannot be abated by any other means.

307.4.4 Outdoor solid fuel burning devices. Add Subsection as follows: **307.4.4 Outdoor solid fuel burning devices.** Outdoor fireplaces, fire pits, chimineas, and other similar portable devices designed for outdoor use shall not be operated or stored on a balcony or deck of any structure or within 15 feet of combustible construction or a residential occupancy.

Exception: Detached one- and two- family dwellings and townhouses.

307.5.1 Endangering other property. Add Subsection as follows: **307.5.1 Endangering other property.** No person shall kindle, authorize to be kindled, or maintain any permitted fire in such a manner that will endanger the property of another.

307.6 Negligence. Add Subsection as follows: **307.6 Negligence.** If any person shall carelessly or negligently set fire to, burn or cause to be burned any property, either real or personal, whether the property be his or that of another, he shall be subject to the penalties set forth in Section 62-1-1 of this Code.

308.1.3 Torches for removing paint, sweating pipe joints, or roofing operations. Delete and substitute as follows: **308.1.3 Torches for removing paint, sweating pipe joints, or roofing operations.** Persons utilizing a torch or other flame-producing device for removing paint from a structure, sweating pipe joints, or roofing operations, shall provide a minimum of one portable fire extinguisher complying with Section 906 and with a minimum 4-A rating, two portable fire extinguishers, each with a minimum 2-A rating, or a water hose connected to the water supply on the premises where such burning is done. Combustible material in close proximity to the work shall be protected against ignition by shielding, wetting, or other approved

means. The person doing the burning shall remain on the premises 1 hour after the torch or flame-producing device is utilized.

308.1.3.1 Permit. Add Subsection as follows: **308.1.3.1 Permit.** A permit in accordance with Section 107.2 shall be secured from the fire official prior to the utilization of a torch or flame-producing device in or on any building or structure.

308.1.4 Open-flame cooking devices. Delete and substitute as follows: **308.1.4 Open-flame cooking devices.** Charcoal burners and other open-flame cooking devices fueled by combustible or flammable gases, liquids, and solids shall not be operated or stored on a balcony or deck of any structure or within 15 feet of combustible construction or residential occupancy.

Exceptions:

1. Detached one-and two-family dwellings and townhouses.
2. Cooking devices using electricity as a heating source and listed by a recognized testing authority.

308.1.4.1 Notification of tenants. Add Subsection as follows: **308.1.4.1 Notification of tenants.** The management of multi-family residential occupancies which have balconies, decks, or patios shall notify their tenants in writing of the prohibitions outlined in section 308.1.4 of this Code when the tenant or occupant initially occupies the building and periodically thereafter as may be necessary to ensure compliance.

308.3 Group A occupancies. Add exception as follows: **308.3 Group A occupancies.**

Exceptions:

- 1.4. Where used in an approved manner to maintain the temperature of prepared food items, on a table used only to serve food.

Add Section as follows:

SECTION 320

RUBBERIZED ASPHALT MELTERS FOR ROOF DECK SYSTEMS

320.1 General. The provisions of this section shall apply to any type of fully enclosed chassis-mounted or portable *rubberized asphalt melter* using indirect heating of a mix of asphalt and inert material for application on roof decks. There shall be no direct burner or flame impingement on the material vat with indirect heating. Temperature rise in the material vat is gradual and controlled.

320.2 Permits. Permits shall be required in accordance with Section 107.2 and Chapter 35.

320.2.1 Torches. Any use of torches or burners shall require a separate permit in accordance with Chapter 35.

320.3 Location. The melter shall be located and operated in a controlled area. The area shall be as designated by the *fire code official* and identified by the use of traffic cones, barriers, and other suitable means. Where *rubberized asphalt melters* are staged and operated on roof decks, the design load of the roof deck shall be capable of supporting the weight of the *rubberized asphalt melter* where loaded to capacity with rubberized asphalt material. The design load of the roof deck shall be as determined on building drawings or by a design professional as approved by the *fire code official*. *Rubberized asphalt melters* shall be chocked in place on the roof deck at locations identified by the design professional and as approved by the *fire code official*. Rubberized asphalt cakes for use in *rubberized asphalt melters* shall be located on the roof at a location agreed upon by the applicant and the *fire code official*.

320.3.1 Buildings. Rubberized asphalt melters shall not be located inside buildings.

320.3.2 Air intakes. Air intakes into the building in the area of work shall be identified and shut off and an alternate supply of outdoor air into the building shall be coordinated, such as by temporarily covering air intakes to make them smoke and odor proof.

320.3.3 Exits. *Rubberized asphalt melters* shall not be located within 20 feet of any exit or combustible material. *Rubberized asphalt melters* shall not block any means of egress.

320.3.4 Combustible materials. Combustible materials on the roof deck shall be protected in accordance with Section 3504.

320.4 Fire Extinguishers. Not less than two approved 4-A:40-B:C fire extinguishers complying with Section 906 shall be provided and maintained within 25 ft. of the *rubberized asphalt melter*. A minimum of one approved 4-A:40-B:C fire

1 extinguisher shall be provided in close proximity to the roofing material application.
2 Each employee shall be instructed on the proper use of fire extinguishers and in the
3 event of a fire to turn off all *rubberized asphalt melter* power supply, engines, and
4 burners. Employees shall notify the fire department.
5

6 320.5 Attendant Supervision. An operating *rubberized asphalt melter* shall be
7 attended by an employee who is knowledgeable and solely dedicated to the operation
8 of the equipment and associated hazards. The employee shall always be within sight
9 of the melter. The employee shall remain in the area of the melter for a minimum of
10 one-hour after the device is shut down in compliance with Section 3504.2.
11

12 320.6 Minimum Melter Design Requirements. A *Rubberized asphalt melter* shall
13 be operated as a complete unit as designed and built by the manufacturer. Field
14 changes that override controls or safety features are prohibited. Material vats shall
15 be a permanent integral part of the *rubberized asphalt melter* unit. The *rubberized*
16 *asphalt melter* chassis shall be substantially constructed and capable of carrying the
17 load imposed upon it whether it is standing still or being transported.
18

19 320.6.1 Lids. *Rubberized asphalt melter* shall have lids permanently attached.
20 The lids shall be kept closed at all times, except to add rubberized asphalt membrane
21 cakes to the *rubberized asphalt melter*. Loading doors shall be designed as a safety
22 door integral to the roofing material tank and shall be provided with handles that
23 allow rubberized asphalt cakes to be lowered into the tank without operator exposure
24 to the vat material.
25

26 320.7 Melter Operation. *Rubberized asphalt melters* shall be operated
27 according to manufacturer instructions. *Rubberized asphalt melters* shall operate
28 using integral control systems that include shut off controls for the electric or diesel-
29 fired burner, temperature controls for the oil or air system, and the material vat.
30 Where a diesel burner is utilized, it shall fire into a burner flue assembly for the oil or
31 air jacketed shell for uniform heat transfer to the material vat. There shall be no open
32 flame devices on *rubberized asphalt melters*. All *rubberized asphalt melters* shall
33 have an approved, working visible temperature gauge(s) that indicate the temperature
34 of the rubberized material being heated and, in the case of oil jacketed *rubberized*
35 *asphalt melters*, the temperature of the heat transfer oil heating the material vat. The
36 *rubberized asphalt melter* shall have limit switches that prevent the material vat from
37 heating beyond 400 degrees F.
38

39 320.8 Fuel System and containers. Fuel containers for diesel-powered melters
40 shall be constructed and approved for the use for which they were designed.
41 *Rubberized asphalt melter* fuel tanks shall be attached to the frame of the melter.
42 Portable fuel tanks shall not be utilized to power *rubberized asphalt melters*. Diesel
43 tanks and engines integral to *rubberized asphalt melters* shall be maintained in
44 accordance with manufacturer instructions.
45

320.8.1 Refueling. Refueling of diesel tanks shall be performed when the rubberized asphalt melter is off. A refueling and spill prevention plan approved by the fire code official shall be utilized. Refueling shall be conducted using approved safety cans. No open flames shall be present within 20 feet of the refueling operation.

320.9 Maintenance. Rubberized asphalt melters and integral working parts shall be in good working condition and shall be maintained free of excessive residue.

320.10 Transporting. Rubberized asphalt melters shall not be transported over a highway, road, or street when the heat source for the melter is operating.

401.9 Promulgation of fire safety instructions. Add Subsection as follows: **401.9 Promulgation of fire safety instructions.** The fire official shall issue regulations which require the owner, lessor, or management agent of buildings to post signs where, in the professional judgment of the fire official, such signs are deemed to be effective in minimizing the danger to persons and property in case of fire.

401.9.1 Elevator warning signs. Add Subsection as follows: **401.9.1 Elevator warning signs.** Elevator lobby call stations on each floor and on all elevator cars shall be marked with approved signs reading as follows: "USE STAIRWAYS IN CASE OF FIRE – DO NOT USE ELEVATOR." The requirements of this section shall apply to all buildings. Elevators installed in use group R-5 shall be exempt from the provisions of this section.

401.9.2 Posting of signs. Add Subsection as follows: **401.9.2 Posting of signs.** It shall be unlawful for the owner of any building which is leased to another or the lessor or management agent of any such building, to fail to post the signs required by the preceding paragraphs.

~~**408.12. Storage or display in roofed-over malls.** Add subsection as follows: **408.12 Storage or display in roofed-over malls.** No combustible goods, merchandise, or decorations shall be displayed or stored in a roofed-over mall unless approved by the fire official.~~

CHAPTER 5

Section 502 Definitions

FIRE LANE MARKING

~~**503.1 Where Required.** Add as follows: **503.1 Where Required.** Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3.~~

Exceptions:

1. ~~Fire apparatus access roads shall be permitted to be provided and maintained in accordance with written policy that establish fire apparatus access road requirements and such requirements shall be identified to the owner or his agent prior to the building official's approval of the building permit.~~
2. ~~On construction and demolition sites fire apparatus access roads shall be permitted to be provided and maintained in accordance with Section 3310.1.~~
3. ~~In communities developed with single-family dwellings and/or townhomes that were constructed prior to December 31, 1979, wherein the Fire Code Official has no site plan and/or subdivision plan depicting or identifying designated fire lanes/fire apparatus access roads for the development, the Fire Code Official may conduct an analysis to designate and/or modify the requirements of this section. Any code modification shall require a written request from the community association accompanied by a site plan depicting the dimensions and location of the subject streets relative to all dwellings, structures and points of assembly. Before granting a fire code modification request, the Fire Code Official shall evaluate the type and grade of construction, structural components, including but not limited to the exterior wall coverings, accessibility and/or obstructions throughout the subject area, available water supplies, the distance and rescue response time from a fire station, and other relevant factors. Such fire code modifications may be granted by the Fire Official only if the health, safety, and welfare of the community is not compromised.~~

503.1.1 Buildings and Facilities Add text as follows: **503.1.1 Buildings and Facilities** Approved fire apparatus access roads shall be provided for every facility, building, or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45,720 mm) of all portions of the facility and all portions of the *exterior walls* of the first story of the building as measured by an *approved* route around the exterior of the building or facility. **The fire code official shall require to be designated fire lanes on public streets and on private property where necessary for the purpose of preventing parking in front of or adjacent to fire hydrants and fire department connections and to ensure access to buildings and structures for firefighting and rescue apparatus.**

Exceptions:

1. The *fire code official* is authorized to increase the dimension of 150 feet (45,720 mm) where any of the following conditions occur:

1.1 The building is equipped throughout with an *approved automatic sprinkler system* in accordance with the applicable NFPA13, NFPA 13R, or NFPA13D standard.

1.2 Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades, or other similar conditions, and an *approved* alternative means of fire protection is provided.

1.3 There are not more than two Group R-3 or Group U occupancies.

2. Where approved by the *fire code official*, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities.

503.2.1.1 Required markings and parking prohibitions. Add Subsection as follows:
503.2.1.1 Required markings and parking prohibitions. Required markings and parking prohibitions shall be based on the street width (curb-to-curb or paved surface) as in Table 503.2.1.1. This shall apply to both one- and two-way designated streets.

Table 503.2.1.1

Street width	Parking	Fire lane markings
< 28 feet	No parking allowed on either side	Both sides marked as fire lanes
28 to 36 feet	Parallel parking allowed on one side as determined by the <i>fire code official</i>	One side marked as a fire lane
> 36 feet	Parallel parking allowed on both sides	No fire lane markings required Exception: Required access to pools, fire department apparatus access roads, and similar areas shall be marked as fire lanes

503.2.5 Dead ends. Delete and substitute as follows: **503.2.5 Dead ends.** Dead-end fire apparatus access roads in excess of 100 feet in length shall be provided with an approved area for turning around fire apparatus.

503.3.1 Responsibility. Add Subsection as follows: **503.3.1 Responsibility.** The property or building owner shall supply, install, and maintain all signs and other required markings to delineate fire lanes, as directed and approved by the *fire code official*.

503.3.2 Marking specifications. Add Subsection as follows: **503.3.2 Marking specifications.** Fire lane markings shall conform to the following:

- a) Approved fire lane signs must meet the following specifications:

- a. Metal construction, dimensions 12 inches wide by 18 inches high.
- b. Red letters on a reflective white background with three-eighths inch red trim strip around the entire outer edge of the sign.
- c. There shall be a one inch spacing between lines "No Parking" and "or". There shall be a one inch spacing between the lines "or" and Standing". There shall be a three-inch space between the lines "Standing" and "Fire Lane".
Lettering size to be as follows:

"NO PARKING" 2 inches

"OR" 1 inch

"STANDING" 2 inches

"FIRE LANE" 2½ inches

Arrow (if required) 1 inch by 6 inches with a solid head 1 ½ inches wide by 2 inches deep.

2. Sign types.

- a) Sign type "A". Standard wording with an arrow at bottom pointing to the right. One sign mounted parallel to the line of curbing or pavement edge at the end of the painted area (see figure 503.3.1.2.1).



Figure 503.3.1.2.1

- b) Sign Type "C." Standard wording with an arrow at bottom pointing to the left. One sign mounted parallel to the line of curbing or pavement edge at the end of the painted area (see figure 503.3.1.2.2).



Figure 503.3.1.2.2

- c) Sign Type "D". Standard wording with no arrow. Two signs, back-to-back, mounted perpendicular to line of curbing or pavement edge. To be seen from either side. Located every 100 feet in long stretches of a marked, painted fire lane (see figure 503.3.1.2.3).



Figure 503.3.1.2.3

- d) Posts for fire lane signs shall be metal and securely mounted. Signs shall be located and spaced as shown on the approved plans. In long stretches, the maximum distance between fire lane signs shall be 100 feet. Fire lane signs are to be mounted 7 feet above the finished grade to the bottom of the sign.
- e) All curbs or paved spaces designated as fire lanes shall be indicated by yellow (highway grade) paint as approved by the *fire code official*. In areas without curbing, a 6-inch-wide yellow stripe shall be applied to the edge of the pavement. The property owner or designee shall repaint whenever the paint begins to fade or when directed by the *fire code official*.

503.3.3. Tampering. Add Subsection as follows: **503.3.3. Tampering.** It shall be unlawful for any person to deface, injure, tamper with, remove, destroy, or impair the usefulness of any posted fire lane sign or marking installed under the provisions of this code.

~~503.4 Obstruction of fire lanes and fire apparatus access roads.~~

~~1. It shall be unlawful for any person to park, stop, stand, or otherwise obstruct such designated and/or marked areas.~~

~~2. In any prosecution under this section, proof that the vehicle described in the complaint, summons, or warrant was parked in violation of this code, together with proof that the defendant was at the time of such parking the registered owner of the vehicle, shall constitute a prima facie evidentiary presumption that such registered owner of the vehicle was the person who parked the vehicle at the place and at the time such violation occurred.~~

~~3. In addition, the vehicle parked in violation of this section may be impounded by the Fairfax County Police Department and held until the penalty provided, and the towing and storage charges incurred, are paid.~~

~~4. This section shall be enforced by the county fire marshal's office and the county police department.~~

503.6.1 Emergency operation for security gates and barricades. Add Subsection as follows: **503.5.2 Emergency operation for security gates and barricades.** Gates and barricades that are installed across a fire apparatus access road that is normally intended for vehicular traffic shall be installed with a fire department access system which has an emergency override fire department master key switch as approved by the fire official. Gates and barricades shall be maintained operational at all times.

503.8 Carnival, fair, festival, and circus access. Add Subsection as follows: **503.8 Carnival, fair, festival, and circus access.** It shall be the responsibility of the owner, operator, or other person responsible for the establishment, erection, or operation of any carnival or circus to establish, erect, and operate such carnival or circus so that there is provided and maintained an access lane, capable of supporting fire and rescue apparatus in all weather conditions, and so arranged as to afford access to within 100 feet of all booths, tents, rides, and other equipment, buildings, and structures used as part of or in conjunction with the carnival or circus.

~~503.9 Pool access. Add subsection as follows: 503.9 Pool access. A 12 foot wide access lane to within 50 feet of the edge of swimming pools, with an 8 foot personnel gate in the fence at the point of access is required except for individually owned pools located on single family lots.~~

503.9 Pool access. Add Subsection as follows: **503.9 Pool access.** Stretcher access for a 24-inch x 84-inch stretcher must be provided from the fire department vehicular access to the pool deck.

Exception: Individually owned pools located on single-family lots.

1
2 **506.3 Number and labeling of required keys.** Add Subsection as follows:
3 **506.3 Number and labeling of required keys.** In buildings with fire command centers, 15
4 sets of common keys shall be provided for access to building services and systems regulated
5 by Section 601 of this Code and to all storage, trash and utility rooms, roof access doors, and
6 doors to other secured areas. In all other buildings required to provide fire department
7 access, 3 sets of common keys shall be provided. Individual keys shall be clearly labeled as
8 to function and each set of keys shall be individually tagged in a manner approved by the fire
9 official.

10
11 **506.4 Height of key boxes.** Add Subsection as follows: **506.4 Height of key boxes.**
12 Required key boxes shall be installed at the primary fire department entrance, in a visible and
13 accessible position, 42 inches to 54 inches above finished grade. For new or renovated
14 buildings, fire department key boxes must be installed prior to occupancy.

15
16 **507.5.5 Clear space around hydrants and fire department connections.** Add
17 Subsection as follows: **507.5.5 Clear space around hydrants and fire department**
18 **connections.** A 4-foot clear space shall be maintained around the circumference of fire
19 hydrants, and a 5-foot clear space shall be maintained on each side of a fire department
20 connection, except as otherwise required or approved.

21
22 **601.2 Permits.** Delete and substitute as follows: **601.2 Permits.** Permits shall be
23 obtained for refrigeration systems, battery systems, solar photovoltaic power systems,
24 commercial kitchen hood suppression systems, rubberized asphalt melters and electrified
25 security fences as set forth in Sections 107.2.

26
27 ~~**609.3.3.1 Inspection and cleaning.** Delete and substitute as follows:~~
28 ~~**609.3.3.1 Inspection and cleaning.** Hoods, grease-removal devices, fans, ducts~~
29 ~~**and other appurtenances shall be inspected and cleaned at intervals specified in**~~
30 ~~**Table 609.3.3.1 or as approved by the fire code official. Inspections shall be**~~
31 ~~**completed by qualified individuals.**~~

32
33 **609.5 Type I hood fire protection records.** Add Subsection as follows: **609.5 Type**
34 **I hood fire protection records.** The occupant shall maintain on premises a copy of all
35 literature issued by the system manufacturers at time of installation and an approved plan of
36 the fire protection system covering the cooking appliances. These items shall be made
37 available to the *fire code official* on request.

38
39 Add definition to list as follows: 602.1 DEFINITIONS
40
41

ELECTRIFIED SECURITY FENCE

Add Section as follows:

Section 612 **Electrified Security Fence**

612.1 General. Notwithstanding any other state, local or other legal requirements, the installation of an electrified security fence shall comply with 2006 international standards and specifications of the International Electrotechnical Commission for electric fence energizers in "International Standard IEC 60335, Part 2-76." Installation of the electrified security fence must conform to the requirements of this Code and other pertinent laws and ordinances.

612.2 Electrification. The energizer for electric fences must be driven by a commercial storage battery or batteries not to exceed 12 volts DC. The storage battery is charged primarily by a solar panel. However, the solar panel may be augmented by a commercial trickle charger. The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of IEC Standard No. 60335-2-76.

612.3 Perimeter fence or wall. No electric fence shall be installed or used unless it is completely surrounded by a non-electrical fence or wall that is not less than six feet tall. There shall be a space of four (4) to twelve (12) inches between the electric fence and the perimeter fence or wall.

612.4 Height. Electric fences shall have a minimum height of 8 feet and a maximum of 10 feet.

612.5 Warning signs. Electric fences shall be clearly identified with warning signs that read: "Warning-Electric Fence" and contain icons that are universally understood at intervals of not less than thirty feet.

612.6 Hours of activation. Electric fences must only be energized during hours when the public does not have legal access to the protected property, except when personnel is available on-site to deactivate the electric fence.

612.7 Key Box. Electric fences shall have installed a key box system in accordance with this Code.

612.7.1 Controller and key location. The electric fence controller and rapid entry key box for the electric fence must be located in a single accessible location for the entire fence.

~~806.6 . Natural Vegetation. Flammable natural vegetation materials such as batting, cloth, cotton, hay, stalks, straw, vines, leaves, trees, moss, and similar items shall not be used for decorative purposes in show windows, building lobbies, exits, exit access, or other parts of buildings, or any area of public use in such a quantity as to constitute a fire hazard.~~

~~806.6.1 Restricted occupancies. Add subsection as follows: 806.6.1 Restricted occupancies. These items shall be prohibited in Group A, E, I-1, I-2, I-3, I-4, M, R-1, R-2, and R-4 occupancies.~~

~~—— Exception: These items located in areas protected by an approved automatic sprinkler system installed in accordance with Section 903.1.1 or 903.1.2 shall not be prohibited in Groups A, E, M, R-1, and R-2.~~

807.5.2.4 Furniture, furnishings and displays. Add Subsection as follows:
807.5.2.4 Furniture, furnishings and displays. Furniture, furnishings, displays or other objects shall be prohibited in exit corridors serving Group E occupancies.

Exception: Furniture, furnishings, displays, and other objects shall be permitted in exit corridors when secured in place and not located in any portion of the required 72-inch exit corridor width or other required element of the means of egress. Upholstered furniture shall meet the requirements for Class I when tested in accordance with NFPA 260.

901.12 Unwanted or Nuisance alarms. Add Subsection as follows: 901.14 Unwanted or Nuisance alarms. Inspection fees shall be as in Table 107.2 and 109.6. Whenever unwanted nuisance fire alarm activations occur in any occupancy exceed three in a 90- day period, the fire official may require the owner or occupant to conduct a test of the fire protection system causing the nuisance alarm. Testing shall be in accordance with section 901.6.3.

- 1. For the purpose of this section, an unwanted or nuisance alarm is deemed to occur whenever the fire official or fire department officer in charge responding to a fire alarm call shall determine, after investigation, that faulty equipment initiated the alarm.**
- 2. As soon as possible following the unwanted or nuisance alarm determination, the responding officer in charge shall cause the Office of the Fire Marshal to be notified in writing of the facts and circumstances supporting the determination that faulty fire protection equipment initiated the alarm.**
- 3. Whenever an owner or occupant is required by this section to conduct testing of a fire protection system, the fire official shall notify the owner or occupant in writing and prescribe a certified test consistent with standard procedures and a report of such testing shall be provided to the fire official upon request.**

~~**907.7.5.2. Posting of Central Station Monitoring Company.** Add Subsection as follows: **907.7.5.2 Posting of Central Station Monitoring Company.** The name, telephone number, and account number of the current central station monitoring company shall be posted and maintained inside the fire alarm control panel. If the fire alarm system is not monitored, that fact shall be posted and maintained inside the fire alarm control panel.~~

907.8.6 Posting of central station monitoring company and point of contact. Add Subsection as follows: **907.8.6 Posting of central station monitoring company and point of contact.** The name, telephone number, and account number of the current central station monitoring company shall be posted and maintained inside the fire alarm control panel. Information for an alternate contact such as the building owner or representative shall also be posted. If the fire alarm system is not monitored, that fact shall be posted and maintained inside the fire alarm control panel, along with the building owner or representative contact information.

2006.11.5 Notification of the fire department. Delete and substitute as follows: **2006.11.5 Notification of the fire department.** The fire department shall be notified of any fuel spill that is considered a hazard to people or property or which meets one or more of the following criteria:

1. Any dimension of the spill is greater than 10 feet (3048 mm).
2. The spill area is greater than 50 square feet (4.65 m²).
3. The fuel flow is continuous in nature.
4. The procedures as set forth in section 5003.3.1 shall also be followed.

3103.2 Approval required. Delete and substitute as follows: **3103.2 Approval required.** Tents and membrane structures having an area in excess of 900 square feet (84 m²) shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the fire code official in accordance with Table 107.2.

Exception:

1. Tents used exclusively for recreational camping purposes.

3104.2.1 Cooking tents, flame propagation performance treatment. Add Subsection as follows: **3104.2.1 Cooking tents, flame propagation performance treatment.** Where cooking is performed intents and membrane structures, tents and membrane structures and their appurtenances; sidewalls, drops and tarpaulins; floor coverings, bunting, and combustible decorative materials and effects, including sawdust where used on floors or passageways, shall be composed of material meeting the flame propagation performance criteria of Test Method 1 or Test Method 2, as appropriate, of NFPA 701 or shall be treated with a flame retardant in an *approved* manner and meet the flame propagation performance criteria of Test Method 1 or Test Method 2, as appropriate, of NFPA 701.

3104.5 Fireworks. Add Subsection as follows: 3104.5 Fireworks. Fireworks shall not be manufactured stored, sold, displayed, or used inside or within 100 feet of tents or membrane structures.

3308.2 Fire prevention program manager. Delete and substitute as follows: 3308.2 Fire prevention program manager. The owner shall designate a person to be the fire prevention program manager who shall be responsible for the fire prevention program and ensure that it is carried out through completion of the project. The fire prevention program manager shall have the authority to enforce the provisions of this chapter and other provisions as necessary to secure the intent of this chapter. Where guard service is provided in accordance with NFPA 241, the manager shall be responsible for the guard service.

3308.3 Pre-fire plans. Delete and substitute as follows: 3308.3 Pre-fire plans. The fire prevention program manager shall develop and maintain an approved pre-fire plan in cooperation with the fire chief. The fire chief and the *fire code official* shall be notified of changes affecting the utilization of information contained in such pre-fire plans.

3308.4 Training. Delete and substitute as follows: 3308.4 Training. Training of responsible personnel in the use of fire protection equipment shall be the responsibility of the fire prevention program manager. Records of training shall be kept and made a part of the written plan for the fire prevention program.

3308.5 Fire protection devices. Delete and substitute as follows: 3308.5 Fire protection devices. The fire prevention program manager shall determine that all fire protection equipment is maintained and serviced in accordance with this code. The quantity and type of fire protection equipment shall be approved. Fire protection equipment shall be inspected in accordance with the fire protection program.

3308.6 Hot work operations. Delete and substitute as follows: 3308.6 Hot work operations. The fire prevention program manager shall be responsible for supervising the permit system for hot work operations in accordance with Chapter 35.

3308.10 Daily fire safety inspection. Delete and substitute as follows: 3308.10 Daily fire safety inspection. The fire prevention program manager shall be responsible for completion of a daily fire safety inspection at the project site. Each day, all building and outdoor areas shall be inspected to ensure compliance with the inspection list in this section. The results of each inspection shall be documented and maintained on site until a certificate of occupancy has been issued. Documentation shall be immediately available on site for presentation to the *fire code official* upon request.

Failure to properly conduct, document and maintain documentation required by this section shall constitute an unlawful act in accordance with Section 110.1 and shall result in the issuance of a notice of violation in accordance with Section 110.3 to the fire

prevention program manager. Upon the third offense, the *fire code official* is authorized to issue a stop work order in accordance with Section 112, and work shall not resume until satisfactory assurances of future compliance have been presented to and approved by the *fire code official*.

1. Any contractors entering the site to perform hot work each day have been instructed in hot work safety requirements in Chapter 35 and hot work is only performed in areas approved by the fire prevention manager.
1. Temporary heating equipment is maintained away from combustible materials in accordance with the equipment manufacturer's instructions.
2. Combustible debris, rubbish and waste material is removed from the building in areas where work is not being performed.
3. Temporary wiring does not have exposed conductors.
4. Flammable liquids and other hazardous materials are stored in locations that have been approved by the fire prevention manager when not involved in work that is being performed.
5. Fire apparatus access roads required by Section 3310 are maintained clear of obstructions that reduce the width of the usable roadway to less than 20 feet.
6. Fire hydrants are clearly visible from access roads and are not obstructed.
7. The location of fire department connections to standpipe and in-service sprinkler systems are clearly identifiable from the access road and such connections are not obstructed.
8. Standpipe systems are in service and continuous to the highest work floor, as specified in Section 3313.
9. Portable fire extinguishers are available in locations required by Section 3315 and 3317.3.

3603.3 Flammable or combustible liquid spills. Delete and substitute as follows:
3603.3 Flammable or combustible liquid spills. Spills of flammable or *combustible liquids* at or upon the water shall be reported immediately to the fire department or jurisdictional authorities. Notification and remediation procedures of unauthorized discharges shall also be made as directed in 5003.3.1.

5001.5.2 Hazardous Materials Inventory Statement (HMIS). Delete and substitute as follows: **5001.5.2 Hazardous Materials Inventory Statement (HMIS).** Where required by the *fire code official*, an application for a permit shall include an HMIS, such as Superfund Amendments and Reauthorization Act of 1986 (SARA) Title III, Tier II Report or other approved statement. The HMIS shall include the following information:

1. Product name.
2. Component.
3. Chemical Abstract Service (CAS) number.
4. Location where stored or used.

5. Container size.
6. Hazard classification.
7. Amount in storage.
8. Amount in use-closed systems.
9. Amount in use-open systems.

The HMIS shall be maintained onsite or readily available through another means where approved by the *fire code official* for use by emergency responders and shall be updated not less than annually.

5601.1 Scope. Delete and substitute as follows: **5601.1 Scope.** The provisions of this chapter shall govern the possession, manufacture, transportation, storage, handling, sale and use of *explosives*, *explosive materials*, fireworks and small arms ammunition.

Exceptions:

1. The Armed Forces of the United States, Coast Guard or National Guard.
2. *Explosives* in forms prescribed by the official United States Pharmacopoeia.
3. The possession, storage and use of small arms ammunition where packaged in accordance with DOTn packaging requirements.
4. The possession, storage, and use of not more than 15 pounds (6.81 kg) of commercially manufactured sporting black powder, 20 pounds (9 kg) of smokeless powder and any amount of small arms primers for hand loading of small arms ammunition for personal consumption.
5. The use of *explosive materials* by federal, state and local regulatory, law enforcement and fire agencies acting in their official capacities.
6. Special industrial *explosive* devices that in the aggregate contain less than 50 pounds (23 kg) of *explosive materials*.
7. The possession, storage and use of blank industrial-power load cartridges where packaged in accordance with DOTn packaging regulations.
8. Transportation in accordance with DOTn 49 CFR Parts 100—185.
9. Items preempted by federal regulations.
10. The storage, handling, or use of explosives or blasting agents pursuant to the provisions of Title 45.1 of the Code of Virginia.
11. The display of small arms primers in Group M when in the original manufacturer's packaging.
12. The possession, storage and use of not more than 50 pounds (23 kg) of commercially manufactured sporting black powder, 100 pounds (45 kg) of smokeless powder, and small arms primers for hand loading of small arms ammunition for personal consumption in Group R-3 or R-5, or 200 pounds (91 kg) of smokeless powder when stored in the manufacturer's original containers in detached Group U structures at least 10 feet (3048 mm) from inhabited buildings and are accessory to Group R-3 or R-5.

5601.1.6 Manufacture of explosives. Add Subsection as follows:

5601.1.6 Manufacture of explosives. The manufacture of explosives in Fairfax County shall be prohibited. This shall not apply to hand loading of small arms ammunition for personal use when not for resale, the assembly of two component explosives for use on site, or the mixing of blasting agents for use on site.

5601.2.4 Explosives insurance required. Add Subsection as follows: **5601.2.4 Explosives insurance required.** Before a permit is issued for the storage, transportation, disposal, or use of explosives or blasting agents, the applicant shall file with the Office of the Fire Marshal a certificate of insurance which shows that the applicant has liability insurance in the amount of at least \$5,000,000 combined single limit for bodily injury and property damage. This insurance policy shall be available for the payment of any damage arising from the acts or omissions of the applicant, his agents, or his employees in connection with the storage, transportation, disposal, or use of explosives or blasting agents. The applicant shall ensure that the insurance policy is in effect at the time of the commencement of the operations or activities authorized by the permit and remains continuously in effect until such operations or activities are completed.

~~**5601.2.5 Vehicle permit.** Add subsection as follows: **5601.2.5 Vehicle permit.** Each vehicle transporting explosive materials within the County shall be required to obtain a vehicle permit from the fire official. The permit shall be valid for 6 months and shall be revoked for failure to maintain the vehicle in a safe operating condition in compliance with DOT 49 CFR. Permit fees shall be as listed in section 107.2.~~

5602.1 Definitions.

Add as follows:

BLASTING. The process of moving, heaving, breaking, or shattering soils and rocks, or doing other work, such as the demolition of structures or research and testing, that generates seismic waves through the use of energetic materials in chemical reactions, explosions, or other detonations or deflagrations.

CONGESTED AREA. An urban, suburban, or industrialized area in which multiple structures may be impacted by the effects of blasting operations.

FLYROCK. Any dirt, mud, stone, fragmented rock, or other material that is displaced from the blast area in an uncontrolled or unplanned manner by the effects of a blast.

MISFIRE. Any explosive material, explosive charge, blast, or portion thereof which failed to function as intended.

RETAILER. Any persons selling fireworks or explosive materials and/or offering fireworks or explosive materials for retail sale.

1 **TEMPORARY STORAGE (OF EXPLOSIVES).** Storage of explosive materials for not more
2 than 24 hours.

3
4 **WHOLESALE.** A person, firm, or corporation offering explosive materials for sale or
5 explosive materials to a retailer. Such term also includes a manufacturer of explosive
6 materials, a representative of any such manufacturer, a distributor, a jobber, or a middleman
7 of any description dealing in explosive materials, any of whom shall sell or offer to sell
8 explosive materials to a retailer within the County.

9
10 **5603.1 General.** Delete and substitute as follows: **5603.1 General.** Records of the
11 receipt, handling, use, sale or disposal of *explosive materials*, and reports of any accidents,
12 thefts or unauthorized activities involving *explosive materials* shall conform to the
13 requirements of this section.

14
15 **5603.2 Transaction record.** Delete and substitute as follows: **5603.2 Transaction**
16 **record.** The permittee shall maintain a record of all transactions involving receipt, removal,
17 use, sale or disposal of *explosive materials*. Such records shall be maintained for a period
18 of 5 years.

19
20 **Exception:** Where only Division 1.4G (consumer fireworks) are handled,
21 records need only be maintained for a period of 3 years.

22
23 **5603.4.1 Accidents with no injuries or property damage.** Add Subsection as
24 follows: **5603.4.1 Accidents with no injuries or property damage.** Any blasting misfires,
25 malfunctions, injuries or other unintended blasting related events or accidents involving the
26 use of explosives, explosive materials, or fireworks which do not involve injuries or property
27 damage shall be reported to the fire official immediately.

28
29 **5603.8 Improper storage.** Add Subsection as follows: **5603.8 Improper storage.** If
30 at any time Division 1.3G fireworks, explosives, or explosive materials are found not properly
31 stored in a magazine, it shall immediately be reported to the Fairfax County Office of the Fire
32 Marshal.

33
34 **5604.1 General.** Delete and substitute as follows: **5604.1 General.** Storage
35 and transportation of explosives and explosive materials, small arms ammunition, small
36 arms primers, propellant-actuated cartridges and smokeless propellants in magazines
37 shall comply with the provisions of this section.

38
39 **5604.1.1 Overnight Storage.** Add Section as follows: **5604.1.1 Overnight Storage.**
40 The overnight storage of explosive materials, including Division 1.3G fireworks, is prohibited.
41

Exceptions:

1. Overnight storage approved by a special use permit issued by the Fairfax County Board of Supervisors.
2. Explosive materials used for laboratory testing purposes, up to 1 pound total in storage of which no more than ¼ pound is in use at any time, when approved by the *fire code official* and stored in compliance with the magazine requirements of section 5604.3.
3. Explosive materials in storage for a period of not more than 7 days for specialized blasting operations such as the demolition of structures or loading of similarly complex blasts, when approved by the *fire code official*. Storage for more than 7 days shall necessitate approval of the Fairfax County Board of Supervisors.
4. Wholesale and retail stocks of small arms ammunition, explosive bolts, explosive rivets or cartridges for explosive activated power tools in quantities involving less than 500 pounds total explosive material.
5. The temporary storage of fireworks at display sites in accordance with 5608.5 and NFPA 1123 or NFPA 1126.

5604.1.2 Enforcement. Delete and substitute as follows: **5604.1.2 Enforcement.** The Fairfax County Office of the Fire Marshal shall enforce the regulations contained herein pertaining to the intra-county transportation of explosives.

5604.1.3 Notification. Delete and substitute as follows: **5604.1.3 Notification.** Operators of vehicles transporting explosives in Fairfax County shall immediately notify the Fire Official upon experiencing a mechanical breakdown or being otherwise unable to move.

5604.1.3 Transfer of explosive materials. Delete and substitute as follows: **5604.1.3 Transfer of explosive materials.** The on-site delivery of explosive materials where explosives would be transferred from the delivery vehicle to an on-site vehicle shall be prohibited without the prior approval of the Fire Marshal. Approval of on-site delivery will be dependent on an inspection of the proposed transfer site. Such operations will only be approved where:

1. Transfer is from the magazine of the delivery vehicle directly to the magazine of the receiving vehicle(s).
2. All vehicles delivering and/or receiving explosive materials shall possess a valid Explosives Transport Vehicle permit.
3. The area of the transfer is barricaded and posted.
4. An appropriate guard shall be posted to ensure the safety and security of the transfer operations and prevent unauthorized persons from entering the transfer area.
5. Transfer of explosive materials will cease, and all explosive materials will be secured immediately upon entry of an unauthorized person into the transfer area.
6. Transfer shall be conducted in accordance with an approved blast plan.

1 **5604.2.1 Control in wholesale and retail stores.** Delete and substitute as follows:
 2 **5604.2.1 Control in wholesale and retail stores.** The storage or display of explosives and
 3 blasting caps in wholesale and retail stores is prohibited unless in a magazine.
 4

5 **5604.3 Magazines.** Add as follows: **5604.3 Magazines.** The storage of *explosives*
 6 and *explosive materials* in magazines shall comply with Table 5604.3. Explosive materials in
 7 overnight storage, regardless of quantity, shall utilize Type 1 or Type 2 magazines as
 8 approved by the *fire code official*. Regardless of magazine type, storage of explosives in non-
 9 sprinklered buildings is prohibited.
 10

11 **5604.3 Magazines.** Delete and substitute as follows: **5607.3 Blasting in congested**
 12 **areas or in close proximity.** When blasting is done in a congested area or in close proximity
 13 to a structure, railway or highway, or any other installation, precautions in the loading,
 14 delaying, initiation, and confinement of blasts shall be taken to minimize earth vibrations, air
 15 blast effects, and fragments from being thrown. Sufficient burden, spacing, stemming,
 16 blasting mats, or other protective means shall be used to prevent fragments from being
 17 thrown.
 18

19 **5607.3.1 Pre-blast surveys.** Add section as follows: **5607.3.1 Pre-blast surveys.** A
 20 pre-blast survey shall be performed on each structure located within a minimum of 150 feet
 21 and any well located within a minimum of 250 feet of the blast site. Written confirmation that
 22 the pre-blast survey has been done shall be maintained by the blasting contractor. Requests
 23 for access to structures for pre-blast surveys shall be made by certified mail to the last known
 24 address of the owner(s) of any structures located within the pre-blast survey areas as defined
 25 herein. If permitted by the owner(s), said pre-blast surveys shall be conducted to determine
 26 the pre-blast conditions of these structures. A minimum of 14 days' notice shall be provided
 27 for the scheduling of the pre-blast survey. Documentation consisting of a written
 28 acknowledgement that the survey has been performed or declined by the property owner and
 29 a map depicting the above referenced 150- and 250-foot radius, shall be provided to the *fire*
 30 *code official* at the time of the Explosive Use Site Permit Inspection meeting.
 31

32 **5607.3.2 Pre-blast notification.** Add Subsection as follows: **5607.3.2 Pre-blast**
 33 **notification.** All structures located within a minimum of 300 feet of the blast site shall be
 34 notified of the scheduled blasting 10 days prior to blasting and no blasting shall occur until
 35 such notice has been given.
 36

37 **5607.5 Utility notification.** Delete and substitute as follows: **5607.5 Utility**
 38 **notification.** Whenever blasting is being conducted in the vicinity of utility lines or rights-of-
 39 way, the blaster shall notify the appropriate representatives of the utilities at least 5 business
 40 days in advance of blasting, specifying the location and intended time of such blasting.
 41 Verbal notices shall be confirmed with written notices. Blasting operations will not proceed
 42 until the owners/operators of utilities have been contacted and measures for safe control have
 43 been taken.
 44

45 **Exception:** When approved by the *fire code official* the time limit shall not apply
 46 in emergency situations.

5607.7 Nonelectric Detonator Precautions. Delete and substitute as follows:
5607.7 Nonelectric Detonator Precautions. Precautions shall be taken to prevent accidental initiation of nonelectric detonators from stray currents induced by lightning or static electricity. Blast initiation devices shall not be connected to non-electric systems until the blast area is secured, traffic is stopped if necessary, and audible warnings have been sounded.

5607.8 Blasting area security. Delete and substitute as follows: **5607.8 Blasting area security.** Beginning at the time that explosive materials arrive on site, only authorized persons engaged in loading operations or otherwise authorized to enter the site shall be allowed at the blast site. Beginning with the time that individual loaded boreholes are connected together, only authorized persons engaged in blasting operations or otherwise authorized to enter the area shall be allowed within the blast area. No activity of any nature other than that which is required for loading holes with explosives shall be permitted within the blast area. The blast site and blast area shall be guarded or barricaded and posted. Blast area security shall be maintained until after the post-blast inspection has been completed.

5607.9 Drill Holes. Delete and substitute as follows: **5607.9 Drill Holes.** Holes drilled for the loading of *explosive* charges shall be made and loaded in accordance with NFPA 495. Loaded boreholes shall not be left unattended.

5607.9.1 Equipment for loading and stemming. Add Subsection as follows:

5607.9.1 Equipment for loading and stemming. Only equipment and machinery necessary to load boreholes shall be allowed within the blast site after the arrival of explosives. Said equipment or machinery shall not be operated over loaded boreholes or at any location where there is a potential to contact explosive materials. Equipment and machinery used to stem loaded boreholes shall not be operated within the blast site once loading operations begin.

5607.9.2 Stemming of loaded boreholes. Add Subsection as follows: **5607.9.2 Stemming of loaded boreholes.** All boreholes loaded with explosives shall be stemmed to the collar or to a point which will confine the charge. Stemming shall be a minimum of 4 feet unless otherwise approved. Stemming will be stone appropriately sized to the borehole diameter. Drill cuttings shall not be used as stemming material.

5607.13 Firing control. Delete and substitute as follows: **5607.13 Firing control.** No blast shall be fired until the blaster in charge has made certain that all surplus explosive materials are in a safe place in accordance with Section 5607.10, all persons and equipment are removed from the blast area or protected under approved cover, and that an adequate warning signal audible throughout the blast area has been given.

5607.16 Blast records. Delete and substitute as follows: **5607.16 Blast records.** A record of each blast shall be created immediately following the blast and retained for at least five years and shall be available for inspection by the *fire code official*. When required by the *fire code official*, the diameter and depth of boreholes, type and amount of explosives, and

explosives per delay period shall be listed for each individual borehole and not averaged over the entire site. The record shall contain the following minimum data:

1. Name of contractor.
2. Location and time of blast.
3. Name of certified blaster in charge.
4. Type of material blasted.
5. Number of holes bored and spacing.
6. Diameter and depth of holes.
7. Type and amount of explosives.
8. Amount of explosive per delay of 8 milliseconds or greater.
9. Method of firing and type of circuit.
10. Direction and distance in feet to nearest dwelling, public building, school, church, commercial building, institutional building, or other installation.
11. Weather conditions.
12. Whether or not mats or other precautions were used.
13. Type of detonator and delay period.
14. Type and height of stemming.
15. Seismograph record when utilized.

Exception: Items 8 and 13 of this section are not applicable to restricted blasters.

5607.17 Blasting in asbestos rock. Add Subsection as follows: **5607.17 Blasting in asbestos rock.** Blasting operations conducted in rock or soils that present a hazard to public health through dust generation or other effects of drilling and blasting must be reported as such to the *fire code official* and the blaster-in-charge must obtain and maintain all necessary health, safety, and environmental permits or approvals.

5607.18 Blast effects monitoring. Add Subsection as follows: **5607.18 Blast effects monitoring.** All blasts occurring within the County will be monitored by at least one seismograph placed in proximity to the nearest structure to the blast. The seismograph must be capable of monitoring both ground vibration and air overpressure and the blaster in charge must be able to provide the results of blast monitoring on-site immediately following the blast. Additional seismographs may be required by the *fire code official* as conditions at the blast warrant.

1. All seismographs will be properly calibrated by a qualified firm. Annually, calibration records shall be presented to the *fire code official* upon request.
2. Adequate trigger levels shall be set for the blast being conducted but at no time less sensitive than:
 - a. Ground vibration: 0.05 inches per second peak particle velocity
 - b. Air blast: 100 decibels
 - c. Recording time: 5 seconds.
3. GPS coordinates documenting the location of each seismograph used in mineral mining will be included in the blasting records required in 5607.16.

5607.19 Detonating cord and safety fuse. Add Subsection as follows: **5607.19 Detonating cord and safety fuse.** The use of detonation cord in blasting and explosives operations will comply with NFPA 495 and the requirements listed in 29 CFR 1926.908(a) through (j). Safety fuse shall be used only where approved by the fire official. The use of safety fuse shall comply with the requirements listed in 29 CFR 1926.907(a) through (m).

5608.1 General. Delete and substitute as follows: **5608.1 General.** Outdoor fireworks displays, use of pyrotechnics before a *proximate audience* and pyrotechnic special effects in motion picture, television, theatrical and group entertainment productions shall comply with Sections 5608.2 through 5608.10 and NFPA 1123 or NFPA 1126. The manufacture of fireworks is prohibited within the County. The display, sale, or discharge of fireworks shall comply with the requirements of this chapter.

5608.1.1 Unlawful activities. Add Subsection as follows: **5608.1.1 Unlawful activities.** Except as hereinafter provided, it shall be unlawful for any person, firm, or corporation to transport, manufacture, store, possess, sell, offer for sale, expose for sale, or to buy, use, ignite, or explode any fireworks.

5608.2.1.1 Permit required for display of aerial fireworks. Add Subsection as follows: **5608.2.1.1 Permit required for display of aerial fireworks.** The Office of the Fire Marshal may issue permits, upon application in writing, for the display of aerial fireworks, commonly known as pyrotechnic displays, for fair associations, amusement parks, or by any organization, individual, or group of individuals; provided such display is in general accord with the applicable sections of NFPA 1123 and NFPA 1126, as listed in chapter 80 of this Code. After such permit has been issued, sales of fireworks may be made for use under such permit and the association, organization, group, or individual to which it is issued may make use of such fireworks under the terms and conditions of such permit. No permit shall be issued until the applicant files with the Fire Marshal's Office a certificate of insurance which shows that the applicant has liability insurance in the amount of at least \$5,000,000 combined single limit for bodily injury and property damage. This insurance policy shall become available for the payment of any damage arising from the acts or omissions of the applicant, his agents, or his employees in connection with the display of aerial fireworks. The applicant shall ensure that the insurance policy is in effect at the time of the commencement of the activities authorized by the permit and remains continuously in effect until such activities are completed.

5608.2.3 Permit required for sale of fireworks. Add subsection as follows: **5608.2.3 Permit required for sale of fireworks.** It shall be unlawful for any person, firm, or corporation, wholesaler, or retailer to sell, offer for sale, or expose for sale any fireworks within the county without a permit from the Fire Marshal's Office. This permit shall be valid for the period June 1 to July 15 of each year. Such permit shall be issued only after the applicant files with the Fire Marshal's Office a certificate of insurance which shows that the applicant has liability insurance in the amount of at least \$5,000,000 combined single limit for bodily injury and property damage.

1 This insurance policy shall be available for the payment of any damage arising from the
2 acts or omissions of the applicant, his agents, or his employees in connection with the
3 activities authorized by the permit. The applicant shall ensure that the insurance policy is in
4 effect at the time of the commencement of the activities authorized by the permit and
5 remains continuously in effect until such activities are completed.

6
7 **5608.11 Retail display and sale.** Add subsection as follows: **5608.11 Retail**
8 **display and sale.** In addition to the restrictions set forth in section 5601.2.2, retail sales of
9 permissible fireworks shall only be conducted from approved, fixed locations. Such
10 locations shall comply with all Fairfax County rules and regulations applicable to such sites.
11 The sale or storage of any fireworks shall be prohibited on the property of another without
12 the express written permission of the owner. Staff selling permitted, permissible fireworks
13 shall be 18 years or older.

14
15 **5608.11.1 Precautions.** Add subsection as follows: **5608.11.1 Precautions.**
16 Fireworks displayed for retail sale shall not be made readily accessible to the public. A
17 minimum of one pressurized water fire extinguisher complying with section 906 shall be
18 located not more than 15 feet and not less than 10 feet from the retail sale location. "NO
19 Smoking" signs complying with section 310 shall be conspicuously posted in areas where
20 fireworks are stored or displayed for retail sale.

21
22 **5608.11.2 Sales to minors.** Add subsection as follows: **5608.11.2 Sales to**
23 **minors.** The sale of permissible fireworks to persons under the age of 18 shall be
24 prohibited unless the person is accompanied by a parent or legal guardian.

25
26 **5608.11.3 Records to be kept by wholesaler and retailer.** Add subsection as
27 follows: **5608.11.3 Records to be kept by wholesaler and retailer.** Each wholesaler
28 shall maintain full and complete records of all purchases and sales of fireworks and each
29 retailer shall maintain full and complete records of all purchases of fireworks. The Fairfax
30 County Fire Marshal or his designated agent is authorized to examine the books and
31 records of any wholesaler or retailer documenting the purchases and sales of fireworks
32 within the county.

33
34 **5608.12 Approval of permissible fireworks.** Add Subsection as follows: **5608.12**
35 **Approval of permissible fireworks.** Persons engaged in the business of selling or offering
36 to sell fireworks at wholesale shall submit to the Office of the Fire Marshal a list of fireworks
37 for approval. Persons engaged in the business of selling fireworks at wholesale may be
38 required to submit to the Office of the Fire Marshal at least 5 samples of each firework
39 intended to be sold or delivered by such wholesaler, together with complete specifications
40 including the manufacturer and trade name of such fireworks and a chemical analysis of
41 each such fireworks submitted. Samples, specifications, and chemical analysis shall be
42 submitted to the Fire Marshal's Office no later than 120 days prior to the proposed sale
43 date in the county. No wholesaler or retailer shall sell or deliver in the county any fireworks
44 other than those approved by the State Fire Marshal's Office.

~~5608.13 Seizure and destruction of certain fireworks. Add subsection as follows: 5608.13 Seizure and destruction of certain fireworks. Any fire code official or law enforcement officer encountering fireworks in violation of the Code shall seize and hold such fireworks until final disposition of any criminal procedures related to the violation. If any person is found guilty of any violation of this chapter, then the court shall order destruction of such articles upon expiration of the time allowed for the appeal of such conviction.~~

5704.2.7.10 Leak reporting. Add Subsection as follows **5704.2.7.10 Leak reporting.** A consistent or accidental loss of liquid, or other indication of a leak from a tank system, shall be reported immediately to the fire department, the *fire code official* and other authorities having jurisdiction. The procedures as set forth in section 5003.3.1 shall also be followed.

~~**5706.4.6.1 Safety attendant.**~~

- ~~1. Each bulk plant and terminal, as defined in NFPA 30, shall have a designated trained and competent safety attendant present on-site and on-duty at all times when flammable or combustible liquids are received, transferred, dispensed, or loaded from a pipeline, tank, container, vehicle, or other vessel. Individuals receiving, transferring, dispensing, or loading such liquids to or from tank vehicles shall not be designated as safety attendants.~~
- ~~2. The safety attendant shall observe and monitor the receipt, transfer, dispensing, and loading of such liquids.~~
- ~~3. The safety attendant shall assure compliance with all federal, state, and local laws, ordinances, and safety requirements including, but not limited to, the approved emergency plan of the plant or terminal. The safety attendant shall be knowledgeable about such laws, ordinances, requirements, and plan, including such requirements concerning fire safety, emergency response, and spill or leak notification.~~
- ~~4. The safety attendant shall be familiar with the location and operation of all pump controls, emergency shutoff devices, and other safety equipment, and shall be responsible for using such equipment to detect, prevent, and abate, or cause to be abated, any emergency situation.~~
- ~~5. At all times while on duty, the safety attendant shall be mentally and physically capable of immediately:~~
 - ~~5.1 Taking all necessary, appropriate, and required action to detect and prevent a fire, explosion, spill, or leak;~~
 - ~~5.2 Taking all necessary, appropriate, and required action in the event of a fire, explosion, spill, or leak; and~~
 - ~~5.3 Performing the functions and assuming the responsibilities required by this section.~~

Board Agenda Item
August 2, 2022

4:30 p.m.

Public Comment on Issues of Concern